

**UNITARIAN UNIVERSALIST ORGANIZATIONS  
RETIREMENT PLAN**

**As Amended and Restated Effective January 1, 2014 incorporating:**

- **First Amendment, May 13, 2014**
- **Second Amendment, December 23, 2014**
- **Third Amendment, May 9, 2017**
- **Fourth Amendment, January 25, 2023**

**Summary Plan Description**

**UUA Retirement Plan Committee  
c/o Office of Church Staff Finances  
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Boston, MA 02210**

**[www.uua.org/retirement](http://www.uua.org/retirement)**

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**INTRODUCTION**

This booklet is the Summary Plan Description (“SPD”) of the Unitarian Universalist Organizations Retirement Plan (the “Plan”). Your employer, whether a congregation, a UUA-related organization, or the UUA, has chosen to participate in this Plan on your behalf. This Plan was established by the UUA to assist its member congregations and related-organizations to make retirement contributions on behalf of their employees and for employees to be able to contribute toward their own retirement.

All employees of an employer that has adopted the Plan will be enrolled in the Plan upon employment. They can begin making their own pre-tax contributions immediately. Full vesting in the Plan is immediate. Employee eligibility for employer contributions are described in this SPD as are the rules governing distributions, loans, and other Plan-related criteria.

In 2022, the UUA Board of Trustees selected Empower as the new recordkeeper of this Plan. Beginning March 12, 2023 (following the blackout period), **contact Empower at (833) UUA-2023 (833-882-2023)** or by logging into your account at [UUAEmpower.com](https://www.uuaempower.com) for information about investments, distributions, loans, beneficiary designations, or other matters.

The Plan is a church plan as described in Section 414(e) of the Internal Revenue Code (the “Code”) and Section 3(33) of the Employee Retirement Income Security Act of 1974 (“ERISA”) that is maintained by an association of churches exempt from tax under Code Section 501. Because the Plan has not made an election under Code Section 410(d), the Plan is exempt from many of the provisions of ERISA and the Code, including the requirement to provide a SPD to Plan participants. The Plan has chosen to prepare this SPD, however, in an effort to clearly communicate benefits to Plan participants. This SPD is not the complete Plan, but is only a description of some of the important provisions of the Plan in as non-technical language as possible. Please read this booklet and keep it for future reference.

All the provisions which pertain to the Plan are contained in the actual Plan document and related trust agreement. If there is any inconsistency between this SPD and the official documents, the Plan and trust documents shall prevail and control in all cases. Furthermore, this SPD contains a summary of the provisions of the Plan as of the date of publication. There may be further revisions and amendments from time to time as required by law or adopted at the direction of the Employer. No one shall accrue any rights because of any statement in or omission from this SPD, nor shall any statement or omission modify or affect the provisions of the Plan and trust documents. Copies of the Plan documents are available on the UUA website at: [www.uua.org/retirement](https://www.uua.org/retirement). You are encouraged to examine them. If you have any questions after reading this SPD, please contact your Employer, the UUA Retirement Plan Director by email at [retirementplan@uua.org](mailto:retirementplan@uua.org) or by phone at (617) 948-4265, or if you are a UUA national employee, the HR and Benefits Manager by email at [humanresources@uua.org](mailto:humanresources@uua.org) or by phone at (617) 948-4649.

**ELIGIBILITY AND PARTICIPATION**

**Eligibility**

You are eligible to participate in the Plan on the first day of the month on or after the later of: (i) the date on which you commence employment with one of the employers that has adopted the Plan (“Employer”), (ii) the date your Employer adopts the Plan, or (iii) you attain age 18.

**Automatic Enrollment**

Your Employer may elect to automatically enroll all its employees at a Pretax Employee Contribution rate it selects (a/k/a Elective Salary Deferral rate). Please note that all Salary Deferrals are pretax. If

your employer has made such an election and you do not decline the Elected Salary Deferral rate, or select a different Deferral rate, within 30 days of employment, then you will be automatically enrolled in the Plan with Salary Deferrals at the elected rate. You can elect not to participate in Salary Deferrals or you may change the rate of your compensation going into your retirement account as Salary Deferrals at any time by logging into your account at [UUAEmpower.com](http://UUAEmpower.com) and submitting a new Elected Salary Deferral request.

## **Participation**

Your Pretax Salary Deferrals, Catch-Up Contributions, and Rollover Contributions (see description below) are voluntary and can begin the month after your employment. Your Employer makes Retirement Contributions for you if you meet the eligibility requirements for these contributions that are described below. If your Employer has elected to make Matching Contributions, you will receive these contributions if you meet the eligibility requirements and choose to make Pretax Salary Deferrals from your salary.

If you are a minister who is not fellowshiped with the UUA or are a minister dually-affiliated with another denomination and you are receiving employer contributions in a retirement plan sponsored by such other denomination, you are not eligible to receive Retirement Contributions or Matching Contributions under the Plan.

In order to make your own pretax contributions, you must submit an Elected Salary Deferral request at time of enrollment, or at any time thereafter by logging into your account at [UUAEmpower.com](http://UUAEmpower.com) and submitting a new Elected Salary Deferral request. You may change, stop or resume the rate of pay you wish to contribute at any time after your initial enrollment. If you opt out of contributing to the Plan when you are first enrolled, you can elect to begin contributing at any time thereafter. Your new Deferral request and any change in your level of contributions will be processed as quickly as administratively possible.

## **BENEFICIARY DESIGNATION**

It is important that you name a beneficiary to receive your Plan benefits in the event that you die. If you are married, your spouse is automatically your beneficiary. If you wish to name a different beneficiary, your spouse must sign a notarized consent form. If you die and you have not named a beneficiary, or if your beneficiary predeceases you, your account balance will be paid to your spouse or same-sex domestic partner, or to your estate if you have no spouse or same-sex partner. You may change your beneficiary at any time by logging into your account profile at [UUAEmpower.com](http://UUAEmpower.com) or by calling the UUA dedicated line at: (833) UUA-2023 (833-882-2023).

## **EMPLOYEE CONTRIBUTIONS**

### **Pretax Elective Salary Deferrals**

You may voluntarily defer some of your salary into the Plan. You will be enrolled in the Plan as part of your onboarding to a participating employer and given the opportunity to setup Pretax Elected Salary Deferrals at that time. If you are already enrolled from previous UU-related employment, you will be linked to your new employer and given the opportunity to update your Pretax Elected Salary Deferral choice on file.

“Pre-tax” means that your contributions will be deducted from your paycheck before income taxes are calculated (“Salary Deferrals”). You may contribute a whole percentage or dollar amount of compensation each payroll period up to a maximum percentage or dollar amount established by the Plan Administrator and the dollar limitations prescribed by the Internal Revenue Service (further

described below). Your Salary Deferrals and their investment earnings do not become taxable until you receive the money from the Plan. (Note: There are special tax rules for ordained ministers.) Your Social Security taxes, however, are based on your pay before the contributions are deducted. Salary Deferrals and any investment gains (or losses) will be credited to the “Employee” source code.

The Internal Revenue Service places an annual dollar limit on your Salary Deferrals to the Plan. This limit is \$22,500 in 2023. The limit may be adjusted annually by the Internal Revenue Service to incorporate cost of living adjustments. If your elective contributions reach the dollar limit during the year, they will be suspended. Visit [irs.gov](https://www.irs.gov) for current limits.

### **Catch-Up Contributions**

If you are age 50 or older, for each year (including the year you reach age 50) that you make the maximum contribution allowable under the Plan or by law, you will be eligible to make an additional pre-tax contribution to the Plan (“Catch-Up Contributions”). In 2023, the maximum Catch-Up Contribution you may make is \$7,500. The limit may be adjusted annually by the Internal Revenue Service. Unlike Salary Deferrals to the Plan, you will not receive Matching Contributions on the amount of Catch-Up Contributions that you make. Any Catch-Up Contributions that you make will be credited to the “Employee” source code.”

### **Compensation**

Your “compensation” generally means all compensation received as an employee of an Employer to the extent includible in gross income, plus any Salary Deferrals and Catch-Up Contributions you make under the Plan. Compensation also includes salary reduction contributions and pre-tax contributions your Employer makes on your behalf for medical and dental coverage, FSA (Flexible Spending Account) or HSA (Health Savings Account) contributions, housing allowance, or for a qualified transportation fringe program. Compensation does not include any of the following:

- reimbursements or other expense allowances;
- taxable and non-taxable fringe benefits (whether cash or non-cash), including, but not limited to, tuition reimbursements and referral awards;
- payments from any nonqualified deferred compensation plan or other employee benefit plan maintained by an Employer;
- severance pay; and
- welfare benefits, including, but not limited to, severance payments and imputed income attributable to group term life insurance coverage in excess of \$50,000.

Compensation includes compensation paid by the later of 2-1/2 months after your severance from employment with the Employer or the end of the Plan Year that includes the date of your severance from employment only to the extent provided for in the Plan document.

Your Employer may also elect to exclude from your Compensation certain amounts paid to ministers in lieu of FICA, insurance premiums paid by your Employer that are imputed to your taxable income, and amounts paid by your Employer to offset Federal or state income taxes that you owe on benefits your Employer provides for your domestic partner or same-sex spouse.

### **Changing and Stopping Your Employee Contributions**

You may increase, decrease, or stop the amount of your Pretax Elected Salary Deferrals at any time

during the year by logging into your account at [UUAEmpower.com](https://UUAEmpower.com) or in accordance with additional procedures established by your Employer. If you stop contributing to the Plan, you may resume contributions at any time thereafter.

## **EMPLOYER CONTRIBUTIONS**

### **Retirement Contributions**

You will be eligible for employer Retirement Contributions once you have attained age 18 and have initially worked for a participating Employer for a consecutive 12-month period during which you completed at least 1,000 hours of service. After you have qualified for employer Retirement Contributions, you will receive employer Retirement Contributions even if you work less than 1,000 hours in subsequent years or if you go to work for another participating Employer. You will receive Retirement Contributions of 5% of compensation or such higher amount as elected by your Employer. You will receive Retirement Contributions for certain periods of qualified military service (as defined under the Code) if you die or suffer a disability while performing such qualified military service, and if the disability results in your being unable to obtain and maintain gainful employment as determined by the Social Security Administration or the Department of Veterans Affairs.

### **Matching Contributions**

Your Employer may also choose to make an additional matching contribution on your behalf equal to a specified percentage of your pay that you defer as Salary Deferrals during a payroll period (“Matching Contributions”) as elected by your Employer up to 6% of your compensation. Your Matching Contributions and any investment gains (or losses) are credited to the “Employer Match” source code. You will not receive a Matching Contribution on Catch-Up Contributions. You will receive Matching Contributions for certain periods of qualified military service (as defined under Code) if you die or suffer a disability while performing such qualified military service, and if the disability results in your being unable to obtain and maintain gainful employment as determined by the Social Security Administration or the Department of Veterans Affairs.

## **IRS LIMITS**

In addition to the \$22,500 Salary Deferral limit mentioned above, in 2023, the IRS limits the total yearly additions that can be made to your accounts to the lesser of \$66,000 (this amount is periodically adjusted) or 100% of your compensation. If the annual additions to your accounts exceed this limit, Salary Deferrals may be refunded to you and included in income for tax purposes. You will be notified by your Employer if you are affected.

The IRS also limits the amount of your compensation used in calculating Plan benefits and contributions. As of January 1, 2023, the compensation limit is \$330,000 annually, but this amount is periodically adjusted for cost of living expenses.

## **ROLLOVER CONTRIBUTIONS**

You may login to your account at [UUAEmpower.com](https://UUAEmpower.com) or call (833) UUA-2023 to deposit or “roll over” to the Plan your distribution from: (i) another qualified retirement plan, (ii) a tax-qualified annuity contract, (iii) a Code Section 457 plan maintained by a government organization, or (iv) an individual retirement account or annuity (“Rollover Contribution”). Special tax rules apply, and you should contact Empower if you are eligible to receive or have received a distribution from one of the four sources listed above. Rollover Contributions and any investment gains (or losses) will be credited to the “Rollover” source code.

## **INVESTMENT CHOICES**

You decide how the balance in your accounts is invested. The Plan offers various investment funds. You are allowed to invest all of your accounts in one fund, or you may spread them among the available funds. If you fail to make an investment election, your contributions and your share of employer contributions will be invested in an investment option(s) designated by the UUA Retirement Plan Committee. Empower will provide you with a description of the annual operating expenses of each investment fund under the Plan and the aggregate amount of such expenses, copies of any prospectuses or financial reports relating to the investment funds to the extent such information is provided to the Plan, a list of the assets comprising each investment fund, the value of shares or units in each fund, the investment performance (past and current) of each fund. Much of this information is available on-line through the Empower website at [UUAEmpower.com](http://UUAEmpower.com) or you may contact the UUA dedicated Empower phone line at: (833) UUA-2023.

You should decide which combination of available investments will best meet your needs. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. Although diversification is not a guarantee against loss, it is a strategy to help you manage investment risk.

You should review the prospectuses of any investment before you invest, and should consult your financial adviser to determine the appropriate mix of investments for your individual needs. It is also important to periodically review your portfolio, your objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals. In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan.

### **Investment Changes**

You may change your choice of investments for future contributions or redistribute money from one investment fund to another. All changes in the investment of your accounts must be in increments determined by Empower. You may make investment changes by phone or on-line in accordance with the procedures described in your enrollment materials.

### **Investment Advice**

You will have unlimited access to Online Advice and My Total Retirement™ at the Empower website [UUAEmpower.com](http://UUAEmpower.com) or by calling (833) UUA-2023. Both Online Advice and My Total Retirement™ are part of the Empower Advisory Services suite of services offered by Empower Advisory Group. My Total Retirement™ is subject to additional fees.

### **FEES**

You may be required to pay certain fees (fee types and amounts are subject to change without notice). Plan fees generally fall into three categories:

- Plan administration fees;
- Investment fees; and
- Individual service fees.

- Plan administration fees involve expenses incurred by both Empower and the UUA related to the day-to-day operation for basic administrative services, such as recordkeeping, communications, accounting, legal and trustee services that are necessary for administering the Plan as a whole. Your accounts will be charged a Plan administrative fee to defray some of the Plan's operating expenses.
- Plan investment fees are ongoing charges for managing the assets of an investment fund and, if applicable, are paid to each fund company directly from fund assets. Investment-related fees and expenses are asset-based fees, which vary by fund. These fees are deducted from any gains or losses incurred in the fund and reduce your overall return. These fees are associated with the cost of investing and administering assets in a mutual fund or collective investment fund and are expressed as a percentage of total assets. Some investment funds impose a short-term trading fee on redemptions and exchanges of shares held for short periods of time, such as 30 days, 90 days, or 6 months. The fee is retained by the fund for the benefit of the remaining shareholders. In addition, some funds have imposed restrictions to prevent market-timing trading and will limit the number of times you may purchase and sell shares of their funds. Each mutual fund prospectus will have information regarding short-term trading fees and will explain its policy on market-timing and excessive trading. You can obtain specific fund fee information by reviewing each fund's prospectus.

Individual service fees are fees charged separately to the accounts of individuals who choose to take advantage of a particular Plan feature. If you borrow money from your Plan accounts, a loan processing fee (currently \$50.00 loan origination fee and \$25.00 annual loan maintenance) will be deducted from your accounts.

### **OWNERSHIP OF YOUR ACCOUNTS (VESTING)**

Vesting means your ownership of your accounts. You are fully vested from the date your retirement account is opened under this Plan.

### **WITHDRAWALS WHILE EMPLOYED**

While you are employed by the Employer, you may withdraw money from your accounts only under certain conditions.

#### **Age 59 ½ Withdrawals**

If you are age 59½ or older, you may withdraw all or any part of your accounts for any reason.

#### **Deemed Severance from Employment Due to Military Service**

You may receive a distribution of all or a portion of your Salary Deferral Account by reason of a "deemed severance of employment" for any period you perform certain qualified military service while on active duty for more than 30 days. If you elect to receive a distribution by reason of a deemed severance from employment: (i) you will not be allowed to make contributions to the Plan during the six-month period beginning on the date of your distribution, (ii) your withdrawal will be subject to ordinary income tax, withholding, and, (iii) if you are not yet age 59½, a 10% IRS-imposed penalty tax will apply.

### **DISTRIBUTIONS WHEN YOU LEAVE THE EMPLOYER**

When you terminate employment, the following distribution rules apply:

- if you are not identified by the Committee as a minister serving Unitarian Universalism and the total value of your accounts is **less than \$5,000** (excluding Rollover Contributions), and you do not affirmatively elect a distribution, the total amount in your accounts will be paid as a direct rollover to an individual retirement plan designated by the UUA Retirement Plan Committee; and
- if the amount in your accounts **exceeds \$5,000**, you may elect one of the following options:
  - maintain your account and remain a participant; or
  - take a distribution in one of the following ways:
    - a single lump sum payment;
    - a series of monthly, quarterly, semi-annual, or annual installments; or
    - a combination of a lump sum and installments. If you elect to receive a distribution in installments, you can later change your mind and convert all or a portion of the remaining installments into a lump sum.

Upon your death, a distribution may also be rolled over by either your spouse or non-spouse beneficiary. However, in the case of a non-spouse beneficiary, this rollover can only be accomplished in a direct trustee-to-trustee transfer to an IRA established by the beneficiary to receive this type of beneficiary rollover distribution.

If you do not elect to have a distribution directly transferred into an individual retirement account or other retirement plan, you must include the amount of such distribution in your taxable income in the year in which you receive the distribution. A 20% mandatory federal income tax withholding applies to your lump sum distribution unless you are an ordained minister.

## **DEFERRING PAYMENT BEYOND AGE 72**

You have the right to defer payment of your accounts beyond age 72 (73 if you reach age 72 after Dec. 31, 2022) if you have earned compensation to the extent permitted under Code Section 401(a)(9). If you are employed when you turn age 72 (73 if you reach age 72 after Dec. 31, 2022), you will have the opportunity to elect to either commence payment of your benefits immediately or defer payment of your benefits until your retirement.

## **LOANS FROM THE PLAN**

Under the Plan and policies adopted by the UUA Retirement Plan Committee, you have the right to request a loan from the Plan. You may have only two loans outstanding at any time. The minimum amount you can borrow from the Plan is \$1,000, and the maximum amount is the lesser of 50% of your total account balance or \$50,000. The interest rate on your loan will be determined by Empower. Your loan must be repaid within 5 years. At present, Empower requires monthly loan repayments through a checking account debit. If you are using the loan to buy your primary residence, you may request a 10-year loan repayment period. You are responsible for making any and all regularly scheduled loan payments. Missing loan payment(s) will cause your loan account to be delinquent and may lead to default. A loan in default is treated as a taxable distribution from the Plan and subject to the 10% tax penalty if you are under 59 and 1/2. If you perform military service while your loan is outstanding, the Plan will suspend your repayments until your service is completed.

## **OTHER IMPORTANT INFORMATION**

## **Claim Review Procedure**

In determining claims for benefits, the UUA Retirement Plan Committee has the authority and discretion to interpret the Plan and to resolve ambiguities therein, to make factual determinations, and to resolve questions relating to eligibility for, and the amount of, benefits. All interpretations and determinations made by the Committee are conclusive, final and binding.

The Plan does not consider routine requests for information a claim for benefits. However, when you (or your beneficiary) are eligible for benefits under the Plan, you should contact your Employer, Empower, or the UUA Retirement Plan Director. The Committee's decision on all claims and appeals is final and binding, and benefits will be paid only if the Committee determines, in its discretion, that a participant or beneficiary is entitled to them. All decisions and communications relating to claims by participants, denials of claims or claims appeals shall be held strictly confidential by the participant, his beneficiaries (or other claimants), the Employer, the Committee and their agents during and at all times after the participant's claim has been submitted in accordance with the claim procedures for the Plan.

If your application or claim for benefits is denied, either completely or partly, you or your beneficiary will receive a written notice within 90 days after the claim has been filed. The notice will: (i) explain the reason for the denial; (ii) refer to a specific Plan provision or provisions upon which the denial is based; (iii) state what additional information, if any, is necessary to correct the claim and why the information is necessary; (iv) describe how claims are reviewed and appealed; and (v) provide a statement regarding your right to bring a civil action following a denied appeal.

You and your beneficiary also will receive written notice within 90 days if there is a delay in processing a claim. The notice must include the reasons for the delay and the date a final decision may be expected. If the Committee needs more than 90 days to process the claim, the Committee may take an additional 90 days for a total of 180 days.

If you or your beneficiary disagree with the denial, you may request, in writing, a review of the claim by the Committee. Your request must be made within 60 days from the time you receive notice the claim is denied. You may submit written comments, documents, records and other information related to the claim on appeal. You will also be provided, upon request and free of charge, access to and copies of all documents, records and other information relevant to the claim. All comments, documents, records and other information you submit regardless of whether such information was submitted or considered in the initial claim determination will be considered.

Within 60 days after a request for a review is received, you or your beneficiary will receive a written notice of the final decision, or the reasons for a delay in reaching a final decision. In the event of a delay in the decision process, you will be notified of such delay and will be notified of a final decision within 120 days after the request for a review was received. Any notice of denial will set forth: (i) the specific reasons for the decision, (ii) references to the specific Plan provisions on which the decision is based, (iii) a statement that you are entitled to receive, upon request and free of charge, access to and copies of all documents, records and other information relevant to the benefit claim, and (iv) a statement regarding your right to bring a civil action following a denial on appeal.

You may not initiate any lawsuit to recover under the Plan until you have exhausted the claims and appeals procedures described above. After exhaustion of the Plan's claims and appeals procedures, any further legal action taken against the Plan, the Employer, or any of the other Plan fiduciaries, if any, must be filed in a court of law no later than 90 days after the final decision of the Committee regarding the claim.

## **Tax Considerations**

Your Salary Deferrals, Catch-Up Contributions, Retirement Contributions, Matching Contributions, Rollover Contributions, and all of the earnings on these contributions, become taxable in the year you receive them.

*Note: The rules on the taxation of payments from the Plan are complex and contain a variety of exceptions and special provisions particularly for ordained ministers. The explanations of taxation and withholding here and elsewhere in this SPD do not include all exceptions and special provisions. You should contact your tax adviser to discuss the tax consequences of any distribution from the Plan and the techniques you may employ to defer or minimize taxes. The Employer and Plan fiduciaries (and their representatives) do not guarantee, and do not have any responsibility for, the tax, legal, or other implications of your participation in the Plan.*

### **No Guarantee of Benefit Amount**

The Plan is a defined contribution plan. The IRS specifies how much both you and your Employer can contribute each year. The Plan does not guarantee a specific benefit amount to participants; the amount of your benefit depends on the contributions to your account by both your Employer and yourself and on investment gains or losses. The Plan is not insured by the federal Pension Benefit Guaranty Corporation (“PBGC”), since by federal law the PBGC insures only defined benefit (pension) plans.

### **Right to Amend or Terminate Plan**

The UUA, the Plan Sponsor, reserves the right to amend or terminate the Plan at any time, subject to the Plan’s provisions and applicable laws. Such amendment or termination will be made by action of the UUA Board of Trustees. In the event of any significant changes or termination, you will be notified. In addition, if the Plan were terminated, you would receive the full value in your accounts.

### **Benefits Not Assignable**

Generally, no one can take away your Plan accounts, and you cannot give or sell your accounts to someone else or use them. Also, your creditors cannot claim your accounts to satisfy debts. However, in a divorce settlement, the court may issue a “qualified domestic relations order” instructing the Plan to pay all or part of the value of your accounts to an “alternate payee” at some time in the future. An alternate payee could be your spouse, former spouse, child, or dependent. Participants and beneficiaries can obtain without charge a copy of the procedures that apply to a qualified domestic relations order from Empower

### **No Guarantee of Employment**

Participation in the Plan is no guarantee of continued employment.

### **Benefits to Minors and Incapacitated Individuals**

If Empower determines that you (or your beneficiary) are not capable of receiving benefit payments, it can direct payments to be made for your benefit to a person who is taking care of either of you.

### **Errors and Corrections**

A misstatement or other mistake of fact shall be corrected when it becomes known, and Empower shall make such adjustment as it considers equitable and practicable. For example, if a participant or beneficiary receives a payment from the Plan that is greater than the payment that should have been made, or if a person receives an erroneous payment from the Plan, the Employer has the right to recover the excess amount or erroneous payment from the participant, including any earnings thereon. In certain circumstances, the Employer may deduct the amount of the excess or erroneous payment from the participant’s or beneficiary’s Plan accounts. A Plan administration error may be corrected using any

appropriate correction method permitted under the Internal Revenue Service Employee Plans Compliance Resolution System (or any successor procedure), as determined by Empower.

### **Plan Administrator**

The Plan is administered by the UUA Retirement Plan Committee (the “Retirement Plan Committee” or the “Committee”). All questions and requests for information about the Plan, its administration, or your benefits should be sent to the Retirement Plan Committee at the address listed below. The Retirement Plan Committee and its representatives shall have maximum discretionary authority permitted by law to interpret, construe and administer the Plan, to make determinations regarding Plan participation, benefit eligibility and to determine the validity of benefit claims and resolve any claim disputes. The decisions of the Retirement Plan Committee and its representatives will be given the maximum deference permitted by law.

### **YOUR RIGHTS**

#### **Receive Information about Your Plan and Benefits**

All Plan participants shall be entitled to:

- Examine, without charge, all Plan documents.
- Obtain copies of all Plan documents and updated summary plan description, upon written request to the UUA Retirement Plan Committee.
- Obtain an annual statement of your accounts under the Plan. You must request this statement in writing, but it will be provided free of charge. This information is available on-line at [UUAEmpower.com](http://UUAEmpower.com), or by phone at the UUA dedicated Empower phone line (833) UUA-2023.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, the law imposes duties upon the persons who are responsible for the operation of the Plan. The persons who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit.

#### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. There are steps you can take to enforce the above rights. For instance, if you request materials from Empower or the UUA Retirement Plan Committee and do not receive them within 30 days, you may file suit in a Federal court. If you have a claim for benefits which is denied or ignored, in whole or in part, after exhausting the claim and appeal procedures described in the “Claim Review Procedure” section above, you may file suit in a state or Federal court as long as your suit is filed within 90 days after your benefit appeal is denied. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is

frivolous.

*Please remember that you may not file a lawsuit in federal court to enforce your rights until you have exercised, and exhausted, all administrative claim and appeal rights described in the Plan and this SPD, and then, further legal action, if any, must be filed in a court of law no later than 90 days after the final decision of the UUA Retirement Plan Committee regarding the claim.*

### **Assistance with Your Questions**

If you have any questions about the Plan, you should contact the UUA Retirement Plan Committee.

### **ADMINISTRATION**

This section provides you with information about how the Plan is administered.

Plan Name: Unitarian Universalist Organizations Retirement Plan

Plan Administrator: Retirement Plan Committee  
c/o Unitarian Universalist Association  
24 Farnsworth Street  
Boston, MA 02210  
(617) 742-2100

Plan Sponsor: Unitarian Universalist Association  
24 Farnsworth Street  
Boston, MA 02210  
(617) 742-2100

A complete list of employers that have adopted the Plan is available from the UUA Retirement Plan Committee by written request.

Plan Sponsor Employer  
Identification Number: 140066-01

Funding of the Plan: Plan contributions are made by participating employees and by your Employer. Administrative costs may be paid by your Employer, the Plan Sponsor or by the participants in the trust fund. Plan assets are held in trust by the Plan's Trustee.

Plan Recordkeeper: Empower  
8515 East Orchard Road  
Greenwood Village, CO 80111

Plan Year: January 1 through December 31.  
The records of the Plan are kept on a calendar year basis.

Agent for Legal  
Process: Retirement Plan Committee  
c/o Unitarian Universalist Association  
24 Farnsworth Street  
Boston, MA 02210  
(617) 742-2100

Legal process also may be served on the Plan Trustee.

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