# UNITARIAN UNIVERSALIST ORGANIZATIONS RETIREMENT PLAN

**(As Amended and Restated Effective January 1, 2014)**

# Summary Plan Description

**UUA Retirement Plan Committee**
**c/o Office of Church Staff Finances**
**25 Beacon Street, Boston, MA  02108**
**www.uua.org/retirement**

(November 2013)

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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 can 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 2010, the UUA Board of Trustees selected TIAA-CREF as the recordkeeper of this Plan. For information about your account including distributions, loans, beneficiary designations, or other matters, call the dedicated TIAA-CREF line for our Plan participants at (800) 842-2829.

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. 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 retirement@uua.org or by phone at (617) 742-2100, or if you are an UUA national employee, Ibrahim Essa, HR and Benefits Manager by email at IEssa@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 its employees at an employee contribution rate it selects. If your employer has made such an election and you do not complete a form indicating that you do not wish to make Elective Deferrals from your salary within 30 days of employment, then you will be automatically enrolled in the Plan. You can elect not to participate in Elective Deferrals or you may change the percent of your compensation going into your retirement account as Elective Deferrals at any time by notifying your Employer in writing.

**Participation**

Your Elective 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 Elective Deferrals from your salary.

If you are a minister who is not fellowshipped 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 contributions, you must enroll in the Plan or your Employer must select automatic enrollment. Through the enrollment process, you specify what percentage of your pay you wish to contribute to the Plan. You may change, stop or resume the percentage 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 eligible, you can elect to begin contributing at any time thereafter. Your new enrollment 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 completing a new form and returning it to TIAA-CREF. To initiate all beneficiary-related designations, call the UUA dedicated TIAA-CREF line at: (800) 842-2829.

## EMPLOYEE CONTRIBUTIONS

**Elective Deferrals**

You may voluntarily defer some of your salary into the Plan. To enroll in the Plan during your initial year if you don't already have an account from previous UUA-related employment, you must complete your employer's salary reduction agreement form unless your Employer has elected automatic enrollment. "Pre-tax" means that your contributions will be deducted from your paycheck before income taxes are calculated ("Elective Deferrals"). You may contribute a whole percentage 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 Elective 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. Elective Deferrals and any investment gains (or losses) will be credited to your "Elective Deferral Account."

The Internal Revenue Service places an annual dollar limit on your Elective Deferrals to the Plan. This limit is $17,500 in 2014. 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.

**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 2014, the maximum Catch-Up Contribution you may make is $5,500. The limit may be adjusted annually by the Internal Revenue Service. Unlike Elective Deferrals to the Plan, you will <u>not</u> receive Matching Contributions on the amount of Catch-Up Contributions that you make. Any Catch-Up Contributions that you make will be credited to your "Catch-Up Contribution Account."

**Compensation**

Your "compensation" generally means all compensation received as an employee of an Employer to the extent includible in gross income, plus any Elective 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;
- moving expense reimbursements;
- 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 elective salary contributions at any time during the year in accordance with 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 Elective 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 your "Match Contribution Account." 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 $17,500 Elective Deferral limit mentioned above, in 2014, the IRS limits the total yearly additions that can be made to your accounts to the lesser of $52,000 (this amount is periodically adjusted) or 100% of your compensation. If the annual additions to your accounts exceed this limit, Elective 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, 2014, the compensation limit is $260,000 annually, but this amount is periodically adjusted for cost of living expenses.

**ROLLOVER CONTRIBUTIONS**

You may make written application to TIAA-CREF 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 TIAA-CREF 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 your “Rollover Contributions Account.”

**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. TIAA-CREF 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 TIAA-CREF website or you may contact the UUA dedicated TIAA-CREF phone line at: (800) 842-2829.

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 TIAA-CREF. You may make investment changes by phone or on-line in accordance with the procedures described in your enrollment materials.

**Investment Advisor**

You may choose to designate an independent investment manager or advisor to advise you on the investment of your accounts. You may request that any fees charged by the investment manager or advisor you select be paid from your Plan accounts. You are also entitled, at no cost, to an annual investment advice consultation with TIAA-CREF. You can schedule an investment advice appointment by calling TIAA-CREF at (800) 842-2004. Investment advice appointments can occur by phone or in any of TIAA-CREF's local offices throughout the United States.

**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 TIAA-CREF 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 $75.00 to initiate a general purpose loan and $125.00 to initiate a residential loan) 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 Elective 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 the total value of your accounts is **$1,000 or less** (including Rollover Contributions) you will receive an automatic lump sum distribution of your benefits;

- if the total value of your accounts **exceeds $1,000**, but is less than 5,000, 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 70½

You have the right to defer payment of your accounts beyond age 70½ if you have earned compensation to the extent permitted under Code Section 401(a)(9). If you are employed when you turn age 70½, 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 TIAA-CREF. Your loan must be repaid within 5 years. At present, TIAA-CREF 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, TIAA-CREF, 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 Elective 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 TIAA-CREF.

**No Guarantee of Employment**

Participation in the Plan is no guarantee of continued employment.

**Benefits to Minors and Incapacitated Individuals**

If TIAA-CREF 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 TIAA-CREF 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 TIAA-CREF.

## 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 www.tiaa-cref.org/uua, or by phone at the UUA dedicated TIAA-CREF phone line (800) 842-2829.

### 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 TIAA-CREF 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 either TIAA-CREF or the UUA Retirement Plan Committee.

## ADMINISTRATION

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

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| Plan Name: | Unitarian Universalist Organizations Retirement Plan |
| Plan Administrator: | Retirement Plan Committee<br>c/o Unitarian Universalist Association<br>25 Beacon Street<br>Boston, MA 02108<br>(617) 742-2100 |
| Plan Sponsor: | Unitarian Universalist Association<br>25 Beacon Street<br>Boston, MA 02108<br>(617) 742-2100<br><br>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: | 04-2103733 |
| Plan Number: | 001 |
| 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 Custodian: | J.P. Morgan Chase<br>c/o TIAA-CREF<br>Attn: Director Shared Services<br>Client Agreement Team<br>730 Third Avenue, 16th Floor<br>New York, NY 10017-3206 |

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| Plan Year: | January 1 through December 31.<br>The records of the Plan are kept on a calendar year basis. |
| Agent for Legal Process: | Retirement Plan Committee<br>c/o Unitarian Universalist Association<br>25 Beacon Street<br>Boston, MA  02108<br>(617) 742-2100<br><br>Legal process also may be served on the Plan Trustee. |

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