



Pension Fund

of the Christian Church

*strong. smart. secure.*

# PENSION PLAN MEMBER RESOURCE BOOK

GRANDFATHERED 13% PLAN MEMBERS



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## INTRODUCTION

### A. Our Common Mission: Caring and Support.

Pension Fund of the Christian Church (Disciples of Christ) was established by the Christian Church to provide retirement, disability, death, and other benefits to ministers, missionaries, and lay persons in service of the church. As part of this mission, Pension Fund maintains the Pension Plan of the Pension Fund of the Christian Church (Disciples of Christ) ("Plan").

The Plan is designed to provide you a monthly pension benefit for your lifetime when you Retire or become Disabled, as well as for your Spouse or Qualified Domestic Partner upon your death. Unlike most traditional pension plans, however, the Plan also provides surviving children benefits, income replacement benefits, and educational benefits for eligible surviving children. The Plan is dedicated to taking care of you and your family during critical times of need.

### B. Caution.

The purpose of this Member Resource Book for Grandfathered Members - 13% Plan is to help you understand the pension and other benefits offered to you under the Plan. **This Member Resource Book describes the pension and other benefits offered to you as a Grandfathered Member.** If you are not a Grandfathered Member or you lose your Grandfathered Member status, then refer to the Pension Plan Member Resource Book for information regarding the pension and other benefits offered to you under the Plan.

The Plan is the document that legally governs the terms and operations of the Plan and creates any rights for you or your beneficiary(ies). If there are any differences between this summary and the Plan, the Plan will control. Further details about the Plan are on file at Pension Fund.

If you have any questions that are not answered by this summary, you may contact Pension Fund toll free at 866-495-7322 or by email at [pfcc1@pensionfund.org](mailto:pfcc1@pensionfund.org).

**Pension Fund of the Christian Church (Disciples of Christ), Inc. is a not-for-profit corporation organized under the laws of Indiana. The Plan was most recently restated on January 1, 2025.**

## WHAT KEY DEFINITIONS DO I NEED TO KNOW?

Certain defined words and phrases are used in this summary. When the first letter of a word or phrase is capitalized, please refer to this section for its meaning.

***Accrued Age Pension Credits*** means the annual pension benefit you are entitled to receive at age 65, which is equal to your Total Compensation Base multiplied by .014286. The amount of your Accrued Age Pension Credits will be increased by Special Apportionments, if any.

***Active Member*** means a Member employed by an Employer for whom Dues are being paid. An Active Member does not include a Member receiving a Disability Benefit.

***Administrator*** means Pension Fund.

***Age Retirement Pension*** means the monthly pension benefit you are entitled to receive at age 65, which is equal to 1/12 of your Accrued Age Pension Credits.

***Alternate Payee*** means an individual who has a right to a benefit under the terms of a qualified domestic relations order.

***Board*** means the Board of Directors of Pension Fund.

**Code** means the Internal Revenue Code of 1986, as amended from time to time.

**Compensation Base** means the total cash salary you receive during a Plan Year, plus all housing and/or parsonage allowances, if any. If a parsonage is provided to a Minister, the Compensation Base also includes the greater of the fair rental value of such parsonage or 25% of your cash salary. Compensation Base will also include contributions to the TDRA.

You and/or your Employer must pay Dues on at least \$125 of Compensation Base per month.

If required by Code Section 401(a)(17), your Compensation Base taken into account under the Plan will not exceed \$360,000 for 2026, increased thereafter by the cost of living adjustment.

For all purposes under the Plan, Pension Fund will determine your Compensation Base for any Plan Year by dividing the Dues paid by you or on your behalf for such Plan Year by 13%. This will reduce the Compensation Base that is considered in calculating your Accrued Age Pension Credits for Plan Years in which less than 13% Dues of 100% of your Compensation Base is paid. It will also reduce your Refundable Dues, Disability Benefit, and death benefit under the Plan.

**Disability or Disabled** means that you are unable to perform the material duties of your normal occupation as a direct result of an injury, or physical or mental disorder; provided, however, that after the first 24 months of receiving a Disability Benefit, Disability or Disabled means that you are unable to perform the material duties of any occupation, job, or work for which you are, or could reasonably become, suited by education, training, or experience.

Your normal occupation is the occupation, job or work that you performed immediately prior to the onset of your Disability.

**Disability Benefit** means the benefit payable to a Disabled Member equal to (1) multiplied by (2):

- (1) your Compensation Base on which Dues were paid, excluding any amount in excess of \$70,000, during the 12 month period immediately preceding the date of Disability; and
- (2) 60% for the first 12 months of Disability and 40% for each month of Disability thereafter.

**Dues** means the contributions paid to Pension Fund by or on behalf of a Member in accordance with Plan terms.

**Early Age Retirement Pension** means the monthly pension you are entitled to receive at age 60 (but prior to age 65) equal to 1/12 of your Accrued Age Pension Credits, reduced by .6% of your Accrued Age Pension Credits multiplied by the number of full calendar months by which your date of Retirement precedes your 65<sup>th</sup> birthday.

**Employee** means any Minister or missionary of any Employer or any common law employee of an Employer.

**Employer** means all of the entities which directly or indirectly serve the Christian Church (Disciples of Christ), any other church or affiliated entity that is part of the Stone-Campbell / Restoration Movement, and any other church or affiliated entity which shares common bonds and convictions with the Christian Church (Disciples of Christ) and has been designated by Pension Fund as eligible to participate in the Plan for its Employees. An Employer also includes any other organization if a Minister provides services to the organization in connection with the exercise of his or her ministry, and self-employed Ministers who contribute to the Plan.

**Grandfathered Member** means a Member who is grandfathered under the Pension Plan's pension and death benefits in effect on December 31, 1981, and who has not lost such Grandfathered Member status.

**Inactive Member** generally means a Member who has not Retired and for whom Dues are not currently being paid to the Plan.

**Married** or **Marriage** means with respect to a Member, a legal marriage recognized under the applicable law of the State in which the marriage took place.

**Member** means an Employee or former Employee who is eligible or may become eligible to receive a benefit of any type under the Plan.

**Member Dues** means that portion of Dues paid to the Plan that is contributed by a Member in any Plan Year. Member Dues may be made on a *pre-tax* basis or an *after-tax* basis, as elected by your Employer.

**Minister** means a credentialed minister of the Christian Church (Disciples of Christ) with standing (at the time that Dues are made to the Plan on your behalf) or a credentialed minister of any church that is part of the Stone-Campbell / Restoration Movement or that otherwise shares common bonds and convictions with the Christian Church (Disciples of Christ).

**Pension Fund** means Pension Fund of the Christian Church (Disciples of Christ).

**Plan** means the Pension Plan of the Pension Fund of the Christian Church (Disciples of Christ).

**Plan Year** means the calendar year.

**Qualified Domestic Partner** means your domestic partner of the same or opposite sex with respect to whom either of the following is true:

- You and your domestic partner reside in a state that recognizes a civil union or a substantially similar legal relationship, you have established such legal relationship under state law, and, prior to your death, you have executed and submitted an *Affidavit of Qualified Domestic Partnership* provided by Pension Fund with relevant supporting

documentation and the Affidavit has been accepted by Pension Fund; or

- Regardless of your state residence, you and your domestic partner meet the criteria established by Pension Fund to demonstrate proof of your relationship and, prior to your death, you have executed and submitted an *Affidavit of Qualified Domestic Partnership* provided by Pension Fund with relevant supporting documentation and the Affidavit has been accepted by Pension Fund.

**Qualified Domestic Partnership** means with respect to a Member, a domestic partnership established with a domestic partner that has not subsequently been terminated. For purposes of the Plan, a Qualified Domestic Partnership is effective as of the date that an *Affidavit of Qualified Domestic Partnership* is executed and submitted to Pension Fund, provided the Affidavit has been accepted by Pension Fund.

**Refundable Dues** means an amount equal to 3% of your Compensation Base on which Dues were paid.

**Retire** or **Retirement** means that you have reached at least age 60 and (i) have had a Severance from Employment, (ii) if you are a Minister, you have permanently severed employment with the Employer for whom you were performing ministerial services with no anticipation of future service, or (iii) you and your Employer reasonably anticipate that the level of your *bona fide* services will permanently decrease to less than 50% of the average level of the *bona fide* services you performed over the immediately preceding 36 month period.

**Severance from Employment** means a complete termination of the employment relationship between the Employee and the Employer and any related employer with no anticipation of future service. For a Minister, this means the Minister has severed employment with his or her Employer

and is no longer providing ministerial services to any Employer.

**Single** means that you are not Married or in a Qualified Domestic Partnership.

**Special Apportionment** means extra benefits that may be granted from time to time by the Board, in its sole and absolute discretion, when investment experience and actuarial results exceed the amount necessary for the actuarial reserves. Special Apportionments, if any, are awarded in the form of increased Accrued Age Pension Credits equitably apportioned by the Board among all Members, Alternate Payees, and beneficiaries receiving a Surviving Spouse/Partner Pension or a Full Orphan Pension.

**Spouse** means the person to whom you are Married as of the relevant date.

**Spouse/Partner** means your Spouse or Qualified Domestic Partner, as applicable.

**Surviving Child** means a child under age 21 at the time of the Member's death who is:

- the natural born child or legally adopted child of the Member, and
- for whom the Member has legal responsibility to support.

A stepchild is *not* a Surviving Child of a Member unless the child has been legally adopted by the Member.

**TDRA** means the Tax-Deferred Retirement Account of the Pension Fund of the Christian Church (Disciples of Christ).

**Total Compensation Base** means the sum of the Compensation Base for each Plan Year on which Dues were paid by or on behalf of a Member. This amount is reduced for Plan Years in which less than 13% Dues of 100% of your Compensation Base is paid.

**Trust** means the trust created under the Trust Agreement for the Pension Plan of the Pension Fund of the Christian Church (Disciples of Christ).

**USERRA** means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended from time to time.

**Vested** or **Vesting** means that your interest in your benefits under the Plan is unconditional, legally enforceable, and nonforfeitable.

## **PARTICIPATION**

### **A. Eligibility.**

Only Grandfathered Members are eligible to participate in the Plan as described in this Member Resource Book for Grandfathered Members - 13% Plan. Members who are not Grandfathered Members are eligible to participate in the Plan under the terms described in the Pension Fund Member Resource Book.

### **B. Notification and Forms.**

Participation in the Plan is voluntary. You must complete all forms required by Pension Fund to participate in the Plan.

## **REQUIRED DUES**

### **A. Full Dues.**

Full Dues are required on behalf of each Minister who is an Active Member in the Plan. Full Dues are permitted, but not required, if you are not a Minister. Full Dues are equal to 13% of your Compensation Base. Full Dues may be paid in part by you and in part by your Employer, as determined by your Employer.

**Your Compensation Base means your total cash salary, and for Ministers, includes all housing or parsonage allowances.**



## B. Partial Dues.

If you are not a Minister and full Dues are not paid by you or on your behalf by your Employer, you and/or your Employer may pay partial Dues to the Plan. Partial Dues must equal at least 5% of your Compensation Base.

**IMPORTANT:** Any Dues payment that is less than 13% of 100% of your Compensation Base will result in reduced Accrued Age Pension Credits, Refundable Dues, death benefits, and Disability Benefits. Only your Compensation Base on which Dues were paid is taken into account in calculating your benefits under the Plan. Your Compensation Base on which Dues were paid is determined by dividing Dues paid by you or on your behalf by 13%.

## C. Member Dues.

Dues paid by you, called Member Dues, may be made on a *pre-tax* basis or an *after-tax* basis. Your Member Dues made on a *pre-tax* basis are not subject to income tax for the year in which you contribute them, but (except with respect to Ministers) are subject to FICA.

**Example:** Assume your Compensation Base for the year is \$28,000, your Employer pays Dues equal to 10% of your Compensation Base to the Plan, and you contribute Dues equal to 3% of your Compensation Base to the Plan. You elect to contribute your Member Dues on a *pre-tax* basis.

Total Compensation:	.....	\$28,000
Less Pre-Tax Contributions:	.....	\$ 840
W-2 Income (for income taxes):	.....	<u>\$27,160</u>

IRS regulations require that Member Dues be remitted to the Plan within 15 business days following the end of the month in which the amount would otherwise have been paid to you by your Employer.

## D. Dues for Ministers Awaiting Call.

If you are a Minister not currently employed by an Employer, but you are recognized by the Christian Church (Disciples of Christ) as an active Minister and are eligible to resume service when a suitable position becomes available, you will be permitted to contribute full Dues or partial Dues for a period of up to five years after your Severance from Employment. Your Compensation Base will be the Compensation Base in effect at the time of your Severance from Employment.

## E. Dues for Ministers Providing Ministerial Services.

If you are a Minister who enters a temporary period of employment with an organization that is not an Employer, becomes self-employed in the exercise of your ministry, or ceases to serve an Employer, you may continue to participate as an Active Member in the Plan under the following circumstances:

- If you are serving a new organization in the exercise of your ministry, you and/or the organization on your behalf may pay full Dues or partial Dues to the Plan based on your ministerial income. Your Compensation Base shall be your ministerial income.
- If you are a self-employed Minister in the exercise of your ministry, you may pay full Dues or partial Dues based on your ministerial income. Your Compensation Base shall be your ministerial income.
- You may elect to pay no Dues for up to three months or until you are employed by an Employer, whichever is less, and continue to be treated as an Active Member.

## F. Dues Payment.

Dues are required to be paid monthly, in advance, on the first day of the month.

## INACTIVE MEMBERSHIP

Except as provided above with respect to Ministers, if you have a Severance from Employment, you will become an Inactive Member. You cannot contribute Dues, or have Dues contributed on your behalf, to the Plan.

**If you are an Inactive Member, your Accrued Age Pension Credits will remain at the level of such credits at the time you became an Inactive Member, increased by Special Apportionments, if any, granted from time to time. Disability and death benefits (other than the Surviving Spouse/Partner Pension and Full Orphan Pension) are not payable during any period that you are an Inactive Member.**

If you become an Inactive Member and then become an Active Member again at a later date, you will lose your Grandfathered Member status and will be required to participate in the Plan under its current terms.

## DEATH BENEFITS AND DISABILITY BENEFITS

An amount equal to 3% of your Compensation Base will be deducted from Dues paid to Pension Fund and will be used to provide death benefits and Disability Benefits. Unless an Employer notifies Pension Fund in writing that a different order applies, Pension Fund will deduct the 3% from: (i) Employer Dues, if any; (ii) pre-tax Member Dues, if any; and (iii) after-tax Member Dues, if any, in that order.

Disability Benefits and death benefits (other than the Surviving Spouse/Partner Pension and the Full Orphan Pension) are not payable during any period that you are an Inactive Member.

## ROLLOVER CONTRIBUTIONS

Rollover contributions to the Plan are not permitted.

## LIMITATIONS ON CONTRIBUTIONS AND BENEFITS

### A. Pre-Tax Member Dues.

Federal law limits the amount of *pre-tax* Member Dues you may make to the Plan and the pre-tax and/or Roth contributions you make to the TDRA and to all other 403(b) plans and 401(k) plans in which you participate each year.

For 2026, the general dollar limit is \$24,500. The IRS adjusts this general dollar limit periodically for increases in the cost-of-living. The age 50 catch-up limit is not available under the Plan. You can contact Pension Fund for information on limit increases after 2026.

**WARNING:** *Pre-tax* Member Dues made to the Plan must be aggregated with your pre-tax and/or Roth contributions to the TDRA and to any other 403(b) or 401(k) plans in applying the applicable limits.

### Example:

Assume you are age 47 and your Compensation Base for the year is \$60,000. Your Employer pays Dues equal to 7% of your Compensation Base to the Plan, and you contribute Dues equal to 6% of your Compensation Base to the Plan. You elect to contribute your Member Dues on a pre-tax basis. You also elect to make pre-tax contributions to the TDRA equal to 4% of your compensation and Roth contributions to the TDRA equal to 4% of your compensation.

Pension Plan Member Dues .....	\$3,600
TDRA Pre-Tax Contributions .....	\$2,400
TDRA Roth Contributions .....	<u>\$2,400</u>
Total Elective Deferrals .....	<u>\$8,400</u>

The contribution limits are satisfied since \$8,400 is less than the general dollar limit of \$24,500 for 2026.

## B. Limits on Pension Benefits.

Federal law limits the annual pension benefits that may be paid to you from the Plan. The IRS adjusts the benefit limit periodically for increases in the cost-of-living. You can contact Pension Fund for more information on these benefit limits.

## VESTING

You are always 100% Vested in your benefits under the Plan.

## RETROACTIVE PAYMENT OF BENEFITS

Benefits are not payable from the Plan until you or your beneficiary apply for them. In no event will any benefit be paid before you or your beneficiary is entitled to such benefit, or for any period preceding the date on which you or your beneficiary file an application for such benefits by more than three months.

## MEMBER PENSION BENEFITS

### A. Age Retirement Pension.

**Retirement at Age 65.** You may elect to begin an Age Retirement Pension:

- upon Retirement on or after you reach age 65, or
- if you previously had a Severance of Employment, when you reach age 65.

The amount of your Age Retirement Pension is based on the Total Compensation Base upon which Dues were paid to the Plan by you or on your behalf during your career. Your Total Compensation Base is multiplied by .014286 to calculate your Accrued Age Pension Credits.

Because your Compensation Base for a Plan Year will be determined by dividing Dues paid by you or on your behalf for the Plan Year by 13%, your Accrued Age Pension Credits will be reduced for any Plan Year in which less than 13% Dues of

100% of your Compensation Base is paid (see Example 2).

Accrued Age Pension Credits are divided by 12 to determine the monthly amount of your Age Retirement Pension.

**You will continue to earn Accrued Age Pension Credits if Dues are paid by you or on your behalf after you reach age 65 until your actual Retirement.**

Your Age Retirement Pension will be paid to you monthly for your life beginning on the later of the date of your Retirement or the date you reach age 65. You must file an application for benefits with Pension Fund to begin receiving benefits.

### Example 1:

You Retire at age 65 after having worked for an Employer for 30 years. You earned \$42,500 a year and 13% Dues were paid on all of your Compensation, or \$165,750 in total Dues over 30 years [ $\$42,500 \times 13\% \times 30$ ]. Your Total Compensation Base is \$1,275,000 [ $\$165,750 \div 13\%$ ]. Your Accrued Age Pension Credits are:

$$\$1,275,000 \times .014286 = \underline{\$18,214.65}$$

**Your monthly Age Retirement Pension is \$1,517.89.**

**Example 2:**

Assume the same facts as in Example 1, except that 10% Dues were paid on all of your Compensation, or \$127,500 in total Dues over 30 years [ $\$42,500 \times 10\% \times 30$ ]. In this case, your Total Compensation Base is \$980,769.23 [ $\$127,500 \div 13\%$ ]. Your Accrued Age Pension Credits are:

$$\$980,769.23 \times .014286 = \underline{\$14,011.27}$$

**Your monthly Age Retirement Pension is \$1,167.61.**

**Working After Age 65.** If you continue to work after reaching age 65 and Dues are paid to the Plan by you or on your behalf until your Retirement, your Accrued Age Pension Credits as of your later date of Retirement will be increased by .5% for each full calendar month between the date you reach age 65 (or July 1, 2012, if later) and your date of Retirement (or the date you reach age 70, if earlier).

**Example 3:**

You Retire at age 70 after having worked for an Employer for 35 years. You earned \$42,500 a year and 13% Dues were paid on all of your Compensation, or \$193,375 in total Dues over 35 years [ $\$42,500 \times 13\% \times 35$ ]. Your Total Compensation Base is \$1,487,500 [ $\$193,375 \div 13\%$ ]. Your Accrued Age Pension Credits *before* adjustment for service after age 65 are:

$$\$1,487,500 \times .014286 = \underline{\$21,250.43}$$

Your Accrued Age Pension Credits *after* adjustment for service after age 65 is:

$$60 \text{ months} \times .005 \times \$21,250.43 = + \begin{array}{r} \$21,250.43 \\ 6,375.13 \\ \hline \$27,625.56 \end{array}$$

**Your monthly Age Retirement Pension is \$2,302.13.**

**Example 4:**

You Retire at age 72 after having worked for an Employer for 37 years. You earned \$42,500 a year and 13% Dues were paid on all of your Compensation, or \$204,425 in total Dues over 37 years [ $\$42,500 \times 13\% \times 37$ ]. Your Total Compensation Base is \$1,572,500 [ $\$204,425 \div 13\%$ ]. Your Accrued Age Pension Credits *before* adjustment for service after age 65 are:

$$\$1,572,500 \times .014286 = \underline{\$22,464.74}$$

Your Accrued Age Pension Credits *after* adjustment for service after age 65 and before age 70 are:

$$\begin{array}{r} \$22,464.74 \\ 60 \text{ months} \times .005 \times \$22,464.74 = + \underline{\$6,739.42} \\ \hline \$29,204.16 \end{array}$$

**Your monthly Age Retirement Pension is \$2,433.68.**

In addition, you may be eligible for an additional increase to your Accrued Age Pension Credits if you work past age 70 ½ and your service is with certain qualifying Employers, such as a college or university. This is a mandatory increase that Pension Fund will apply to your benefit calculation when required by law. You can contact Pension Fund for more information.

Any adjustments to the Accrued Age Pension Credits for service after age 65 will apply for purposes of calculating the Surviving Spouse/Partner Pension and the Five Year Certain Pension but will not affect the amount of the Full Orphan Pension or Dependent Parent Pension.

**B. Early Age Retirement Pension.**

You may elect to begin an Early Age Retirement Pension:

- upon Retirement on or after you reach age 60 but before you reach age 65, or
- if you previously had a Severance from Employment, when you reach age 60 but before you reach age 65.

When you Retire early, your Accrued Age Pension Credits are reduced by .6% of your Accrued Age Pension Credits multiplied by the number of full calendar months by which your Retirement date precedes your 65<sup>th</sup> birthday.

Your Early Age Retirement Pension will be paid to you monthly for your life beginning on the later of the date of your Retirement or the date you reach age 60. You must file an application for benefits with Pension Fund to begin receiving benefits.

#### Example 5:

You Retire at age 60 after having worked for an Employer for 25 years. You earned \$42,500 a year and 13% Dues were paid on all of your Compensation, or \$138,125 in total Dues over 25 years [ $\$42,500 \times 13\% \times 25$ ]. Your Total Compensation Base is \$1,062,500 [ $\$138,125 \div 13\%$ ]. Your Accrued Age Pension Credits *before* adjustment for early Retirement are:

$$\$1,062,500 \times .014286 = \underline{\$15,178.88}$$

Your Accrued Age Pension Credits *after* adjustment for early Retirement are:

$$\begin{array}{r} \$15,178.88 \\ (60 \text{ months} \times .006 \times \$15,178.88) = - \quad 5,464.40 \\ \hline \$ \quad 9,714.48 \end{array}$$

**Your monthly Age Retirement Pension is \$809.54.**

The election of an Early Age Retirement Pension will not affect the amount of the Surviving Spouse/Partner Pension, Full Orphan Pension, or Dependent Parent Pension.

### C. Housing Allowance.

If you are a Minister, the Board designates 100% of your Age Retirement Pension or Early Age Retirement Pension as housing allowance each year. Contact Pension Fund for more information.

### D. Special Apportionments.

Your Age Retirement Pension or Early Age Retirement Pension **may be increased** by Special Apportionments granted from time to time by the Board, in its sole and absolute discretion, when investment experience and actuarial results exceed the amount necessary for the actuarial reserves under the Plan. Special Apportionments, if any, are awarded in the form of increased Accrued Age Pension Credits equitably apportioned among all Members, Alternate Payees, and beneficiaries receiving a Surviving Spouse/Partner Pension, Five Year Certain Pension, or a Full Orphan Pension.

#### Example 6:

Assume you have Accrued Age Pension Credits equal to \$19,081.65. The Board declares a Special Apportionment equal to 2.5%. **This Special Apportionment increases your Accrued Age Pension Credits by \$477.04.**

### SURVIVING SPOUSE/PARTNER PENSION

#### A. General Requirements.

A Surviving Spouse/Partner Pension will be paid to your Spouse/Partner upon your death, subject to the following qualifications:

- If you Married your Spouse *after* you began to receive an Age Retirement Pension, Early Age Retirement Pension, or Disability Benefit, you must have been Married for at least 12 months prior to your death for your Spouse to receive a Surviving Spouse/Partner Pension.
- If you and your Qualified Domestic Partner established your Qualified Domestic Partnership with Pension Fund *after* you began to receive an Age Retirement Pension, Early Age Retirement Pension, or Disability Benefit, your Qualified Domestic Partnership

must have been effective for at least 24 months prior to your death for your Qualified Domestic Partner to receive a Surviving Spouse/Partner Pension.

- Effective January 1, 2025, if you were Single at Retirement and elected a Five Year Certain Pension to be paid to your designated beneficiary upon your death, that election is irrevocable and the Five Year Certain Pension will be paid in lieu of the Surviving Spouse/Partner Pension, *even if you get Married or establish a Qualified Domestic Partnership after Retirement.*

**IMPORTANT:** The remainder of this section assumes you have not elected a Five Year Certain Pension in lieu of the Surviving Spouse/Partner Pension at your Retirement.

## B. Member's Death Before Retirement.

If you die *before* you Retire, the Surviving Spouse/Partner Pension will be equal to 50% of your Accrued Age Pension Credits.

### Example 7:

Assume the same facts as in Example 1 in which your monthly Age Retirement Pension is calculated to be \$1,517.89. **If you die before your benefits begin, your Spouse/Partner's monthly Surviving Spouse/Partner Pension will be \$758.95.**

If at your death you were an Active Member or were receiving a Disability Benefit, and

- Dues were paid each Plan Year on a Compensation Base of at least \$1,200, your Spouse/Partner will receive a Surviving Spouse/Partner Pension of at least \$300 per year; or
- Dues were paid each Plan Year on a Compensation Base of less than \$1,200, your Spouse/Partner will receive a

Surviving Spouse/Partner Pension of at least 25% of such Compensation Base.

## C. Member's Death After Retirement.

If you die *after* you Retire, the Surviving Spouse/Partner Pension will be equal to 50% of your Age Retirement Pension (as if you had elected an Age Retirement Pension beginning at age 65, if you are receiving an Early Age Retirement Pension at the time of your death), unless you elected an optional form of benefit, as described below.

## D. Optional Form of Benefit.

You may elect an optional form of benefit under the Plan if you want your Spouse/Partner to receive a *higher* Surviving Spouse/Partner Pension in exchange for receipt of a *reduced* Age Retirement Pension during your lifetime. This election will apply only if you Retire on or after you reach age 65.

You may elect for your Spouse/Partner to receive a Surviving Spouse/Partner Pension equal to either 75% or 100% of your reduced Age Retirement Pension. These optional forms of benefit will be the actuarial equivalent of an unreduced Age Retirement Pension and 50% Surviving Spouse/Partner Pension.

### Example 8:

Assume the same facts as in Example 1, but you elect a 75% joint and survivor benefit as an optional form of benefit. You and your Spouse/Partner are the same age.

Instead of an Age Retirement Pension of \$1,517.89, **your reduced Age Retirement Pension is \$1,411.64.**

When you die, instead of a monthly Surviving Spouse/Partner Pension of \$758.95, **your Spouse/Partner's monthly Surviving Spouse/Partner Pension will be \$1,058.73.**

You may elect and/or cancel this election at any time before you begin your Age Retirement Pension. An election to receive an optional form of benefit is not available if you Retire before you reach age 65.

Spouse/Partner consent is required to elect an optional form of benefit. An election to receive an optional form of benefit is only effective with respect to the Spouse to whom you are Married at the time that the election is made or the Qualified Domestic Partner with whom you are in a Qualified Domestic Partnership at the time that the election is made. Such an election will be of no effect if your Spouse/Partner dies or you are no longer Married to or in a Qualified Domestic Partnership with your Spouse/Partner at the time of your Retirement.

If you are receiving a *reduced* Age Retirement Pension, and your Spouse/Partner with respect to whom this election applies dies or you are no longer Married to or in a Qualified Domestic Partnership with such Spouse/Partner, you may begin receiving an *unreduced* Age Retirement Pension after you give written notice to Pension Fund of such death, divorce, or termination of Qualified Domestic Partnership.

If you subsequently remarry or establish a new Qualified Domestic Partnership with Pension Fund, and either the Marriage took place at least 12 months prior to your death or the Qualified Domestic Partnership was effective at least 24 months prior to your death, as applicable, then your new Spouse/Partner will be entitled to a Surviving Spouse/Partner Pension equal to 50% of your *unreduced* Age Retirement Pension.

The election of an optional form of benefit will not affect the amount of the Full Orphan Pension or the Dependent Parent Pension.

**Payment of Benefits.** The Surviving Spouse/Partner Pension will be paid to your Spouse/Partner monthly for his or her life beginning on the first day of the month after the

date of your death. Your Spouse/Partner must file an application for benefits with Pension Fund to begin receiving benefits.

**Termination of Surviving Spouse/Partner Pension.** The Surviving Spouse/Partner Pension will stop upon your Spouse/Partner's death.

## **FIVE YEAR CERTAIN PENSION**

Effective January 1, 2025, if you are Single at Retirement, you may make an irrevocable election for a Five Year Certain Pension to be paid to your designated beneficiary upon your death if both of the following criteria are met:

- You Retire as an Active Member on or after age 65, and
- You were an Active Member at all times from age 60 until your Retirement.

The Five Year Certain Pension will be equal to 50% of your Age Retirement Pension and will be paid for a period of up to 60 months.

An election for a Five Year Certain Pension is irrevocable once your Age Retirement Pension commences, and will be paid upon your death in lieu of the Surviving Spouse/Partner Pension, even if you subsequently get Married or establish a Qualified Domestic Partnership. In addition, your election of the Five Year Certain Pension operates to waive the Full Orphan Pension, Dependent Parent Pension, and Death Settlement that may otherwise be payable upon your death.

**Designation of Beneficiary.** You may designate one individual beneficiary to receive the Five Year Certain Pension. The individual you designate can be different than your beneficiary designation for purposes of receiving the Pensioner Death Benefit or Salary Continuation Death Benefit. You may change your designation at any time before your death, which change will be effective when received by Pension Fund in good order. If there is no designated beneficiary living at the time of your death, the Five Year Certain Pension will not be paid.

**Payment of Benefits.** The Five Year Certain Pension will be paid to your designated beneficiary monthly beginning on the first day of the month after the date of your death. Your designated beneficiary must file an application for benefits with Pension Fund to begin receiving benefits. The Five Year Certain Pension will end upon completion of 60 months or, if earlier, the beneficiary's death.

## DEATH BENEFITS

In addition to the Surviving Spouse/Partner Pension or Five Year Certain Pension (if applicable), the Plan offers the following immediate death benefits to your family:

Death Benefit	Beneficiary
<b>Surviving Child Pension</b>	Your Surviving Children until age 21
<b>Full Orphan Pension*</b>	Your Surviving Children until age 21 (payable if you do not have a surviving Spouse/Partner)
<b>Surviving Child Educational Benefit</b>	Your Surviving Children until age 30 (if certain requirements are met)
<b>Dependent Parent Pension*</b>	Your dependent parents (payable if you do not have a surviving Spouse/Partner or Surviving Children)

Death Benefit	Beneficiary
<b>Pensioner Death Benefit</b>	Your surviving Spouse/Partner or, if none, your designated beneficiary
<b>Salary Continuation Death Benefit</b>	Your surviving Spouse/Partner or, if none, your Surviving Children, or if none, your designated beneficiary
<b>Death Settlement*</b>	Your designated beneficiary (payable if you do not have a surviving Spouse/Partner, Surviving Children, or a surviving dependent parent)

*\* This benefit is not available to Members who elect the Five Year Certain Pension.*

Each of these death benefits is more fully described below.

### A. Surviving Child Pension.

If you die and you are an Active Member, or you were an Active Member at your Retirement, or you are receiving a Disability Benefit, then a Surviving Child Pension will be paid to each of your Surviving Children until the child reaches age 21. The amount of the Surviving Child Pension is \$300 per year, up to a maximum of \$900 per year for all Surviving Child Pensions paid to your Surviving Children. The Surviving Child Pension will be paid monthly beginning on the first day of the month after the date of your death. Your Surviving Child or his or her legal guardian, must file an application for benefits with Pension Fund to begin receiving benefits.



**Example:** When you die, you have three Surviving Children. Each Surviving Child will receive a Surviving Child Pension equal to \$25 each month until he or she reaches age 21. When the youngest child reaches age 21, the Surviving Child Pension will stop.

## **B. Full Orphan Pension.**

If you die and you do not have a surviving Spouse/Partner but you do have a Surviving Child or Surviving Children (and you did not elect a Five Year Certain Pension), a Full Orphan Pension will be paid until the youngest Surviving Child reaches age 21. The amount of the Full Orphan Pension will be the same as the amount of the Surviving Spouse/Partner Pension that would have been paid if you had been survived by a Spouse/Partner.

**Your Surviving Children are eligible for the Full Orphan Pension even if you are not an Active Member when you die or were not an Active Member at Retirement.**

**The Full Orphan Pension is payable in addition to the Surviving Child Pension.**

**However, the Full Orphan Pension is not payable if you elected the Five Year Certain Pension at Retirement.**

Each Surviving Child under age 21 will receive an equal share of the Full Orphan Pension. The Full Orphan Pension will be paid monthly beginning on the first day of the month after the date of your death. Your Surviving Child or his or her legal guardian must file an application for benefits with Pension Fund to begin receiving benefits.

**Example:** Assume the Full Orphan Pension is \$15,000 per year, and you have two Surviving Children. Each Surviving Child will receive \$7,500 per year, plus a \$300 Surviving Child Pension. When the oldest Surviving Child reaches age 21, the youngest Surviving

Child will begin to receive \$15,000 per year, plus the \$300 Surviving Child Pension, until age 21.

## **C. Surviving Child Educational Benefit.**

If you die and you are an Active Member, or you were an Active Member at your Retirement, or you are receiving a Disability Benefit, then each of your Surviving Children under age 21 at the time of your death is eligible for a Surviving Child Educational Benefit for the first four years of full-time attendance at an institution of higher education.

The maximum Surviving Child Educational Benefit is \$3,000. Typically, this benefit is paid in installments of \$750 for each year of study, but Pension Fund may pay installments greater than \$750 if the Surviving Child is enrolled in an accelerated course of study lasting less than four years.

The Surviving Child Educational Benefit is available to a Surviving Child until age 30 and is available only if full-time attendance at the institution of higher education begins before the Surviving Child reaches age 25.

Your Surviving Child or his or her legal guardian must file an application for benefits with Pension Fund to begin receiving benefits.

## **D. Dependent Parent Pension.**

If you die and you are an Active Member, or you were an Active Member at your Retirement, or you are receiving a Disability Benefit, and you do not have a surviving Spouse/Partner or any Surviving Children (and you did not elect a Five Year Certain Pension), then your dependent parent will be paid a Dependent Parent Pension for his or her lifetime. Dependency will be determined by Pension Fund, in its sole and absolute discretion.

The amount of the Dependent Parent Pension will be the same as the amount of the Surviving

Spouse/Partner Pension that would have been paid if you had been survived by a Spouse/Partner. If you have more than one dependent parent, the Dependent Parent Pension will be paid to the younger dependent parent and, upon the death of such parent, will be paid to the other dependent parent, if surviving.

The Dependent Parent Pension will be paid to your dependent parent monthly for his or her life beginning on the first day of the month after the date of your death. Your dependent parent must file an application for benefits with Pension Fund to begin receiving benefits.

#### **E. Pensioner Death Benefit.**

If you were an Active Member at your Retirement and you are receiving an Age Retirement Pension or Early Age Retirement Pension when you die, then a Pensioner Death Benefit equal to *the lesser of*:

- \$10,000, or
- an amount equal to three times the annual amount of the Age Retirement Pension or Early Age Retirement Pension,

will be paid in a single lump sum to your surviving Spouse/Partner or, if none, to your designated beneficiary.

#### **F. Salary Continuation Death Benefit.**

If you die and you are an Active Member or you are receiving a Disability Benefit, then a Salary Continuation Death Benefit will be paid in the following amount, subject to the applicable maximum benefit:

Age	Percentage of Compensation Base	Maximum Benefit
61	215%	\$12,500
62	210%	\$12,000
63	205%	\$11,500

64	200%	\$11,000
65	195%	\$10,500
66	190%	\$10,000
67	185%	\$ 9,500
68	180%	\$ 9,000
69	175%	\$ 8,500
70	170%	\$ 8,000
71	165%	\$ 7,500
72	160%	\$ 7,000
73	155%	\$ 6,500
74	150%	\$ 6,000
75 and over	150%	\$ 4,000

Compensation Base for this purpose is the Compensation Base upon which Dues were being paid at the time of your death. However, if you are receiving a Disability Benefit at the time of your death, Compensation Base means the Compensation Base used to determine your Disability Benefit.

The Salary Continuation Death Benefit will be paid to your surviving Spouse/Partner, or, if none, to your Surviving Child or Children, or, if none, to your designated beneficiary. If the recipient is your surviving Spouse, up to \$5,000 of the Salary Continuation Death Benefit will be paid in a single lump sum to the Spouse, and the remainder, if any, will be paid in a single lump sum to a Benefit Accumulation Account for your Spouse. If a Benefit Accumulation Account cannot be established on behalf of your Spouse, the entire Salary Continuation Death Benefit will be paid to your Spouse in a single lump sum. If the recipient is your surviving Qualified Domestic Partner, Surviving Child or Children, or your designated beneficiary, the Salary Continuation Death Benefit will be paid in a single lump sum to the recipient.

**IMPORTANT:** A Salary Continuation Death Benefit will be paid only if you die *before* you begin receiving an Age Retirement Pension or Early Age Retirement Pension.

## G. Death Settlement of Member Dues.

If you die without a surviving Spouse/Partner, Surviving Child or Children, or dependent parent (and you did not elect a Five Year Certain Pension), and you have not received distributions from the Plan in an amount at least equal to the Member Dues you paid to the Plan, then an amount at least equal to your Member Dues (less the amount paid for Death Benefits and Disability Benefits, unless paid by the Employer), plus interest as determined by Pension Fund, will be paid to your designated beneficiary in a single lump sum payment.

## DISABILITY BENEFITS

### A. Total Disability.

If you are an Active Member and you become Disabled, you will be entitled to a Disability Benefit following the completion of a 60 consecutive day period of Disability beginning on your first day of Disability.

**You must file an application with Pension Fund requesting a Disability Benefit. Your Disability Benefit will not be paid for any period preceding the date on which you file the application by more than six months.**

A Disability Benefit will *not* be paid in any of the following circumstances:

- The Plan will not pay a Disability Benefit unless Dues were paid to the Plan by you or on your behalf during the 12-month period immediately preceding the date of Disability.
- The Plan will not pay a Disability Benefit if the Disability results from intentionally

self-inflicted injuries; participation in riot, war (declared or undeclared) or any act of war; or participation in a crime under state or Federal law for which you were convicted or entered a plea of *nolo contendere*.

- If your occupation, job, or work requires you to maintain a professional occupation license or certification, or if you are a Minister, the Plan will not pay a Disability Benefit if you lose your professional occupational license or certification or if you lose standing or recognition as a Minister prior to your date of Disability.

### B. Amount of Disability Benefit.

Your Disability Benefit is your Compensation Base on which Dues were paid, excluding any amount in excess of \$70,000 during the 12 month period immediately preceding the date of Disability multiplied by:

- 60% for the first 12 months of Disability, and
- 40% for each month of Disability thereafter.

**Example:** If your Compensation Base for the 12 month period preceding your Disability was \$30,000 when you are determined to be Disabled, your Disability Benefit for the first 12 months would be \$18,000. Thereafter, your Disability Benefit would be \$12,000.

No Special Apportionment will be credited to a Disability Benefit. On an annual basis, beginning with your third year of receiving a Disability Benefit, the amount of your Disability Benefit will be increased to reflect the most recent calendar year percentage increase in consumer price index (all urban).

### C. Termination of Disability Benefits.

Your Disability Benefit will terminate upon the occurrence of any of the following events:

- You are no longer Disabled.
- You reach age 65, if the Disability Benefit begins before you are age 61 (effective April 1, 2015, if the Disability Benefit begins before you are age 62).
- You receive a Disability Benefit for 48 months, if the Disability Benefit begins before April 1, 2015, and you are age 61 or older when it begins.
- For the number of years outlined in the following chart, if the Disability Benefit begins on or after April 1, 2015, and you are age 62 or older when it begins:

Age at which Disability Benefits Begin	Number of Years of Disability Benefits
62	3.5 years
63	3 years
64	2.5 years
65	2 years
66	1.75 years
67	1.5 years
68	1.25 years
69 or older	1 year

- You elect to begin to receive an Age Retirement Pension or Early Age Retirement Pension in lieu of a Disability Benefit.
- You die.

### D. Partial Disability.

If, following the beginning of a Disability Benefit, you partially recover and return to work, your Disability Benefit will continue so long as you are unable due to your Disability to work

more than 20% of the normal work schedule you had worked prior to becoming Disabled. For example, if your normal work schedule had been 40 hours per week, you will continue to receive a Disability Benefit so long as you are unable, because of your Disability, to work more than 8 hours per week.

If, following the beginning of your Disability Benefit, you partially recover and return to work, Pension Fund may at its sole and absolute discretion continue your Disability Benefit at a reduced percentage if you are able to work more than 20% but less than 80% of the normal work schedule you had prior to becoming Disabled. For example, if you are able to work 30% of your normal work schedule, then you will receive 70% of your Disability Benefit.

If you are able to work 80% or more of the normal work schedule you had prior to becoming Disabled, your Disability Benefit will terminate.

The determination of the percentage of the normal work schedule that you are able to work will be determined by Pension Fund, in its sole and absolute discretion.

**While you are receiving a Disability Benefit, Dues will be waived and your Accrued Age Pension Credits will be increased as if Dues were paid on the Compensation Base used to determine the amount of your Disability Benefit.**

### E. Determination of Disability.

Pension Fund will make a determination of Disability based on objective medical evidence provided by one or more qualified health care providers. The Disability must be certified by a qualified health care provider selected by Pension Fund. Pension Fund has the right to periodically ask you for proof of your continuing Disability and a statement of the amount and source of earnings, if any. Failure to timely comply with any such requests for information or medical

review requirements will result in termination of your Disability Benefit.

Pension Fund has sole authority and responsibility for determining if you are Disabled under the Plan, and its decision will be final. After a Disability Benefit has been terminated, you must resume employment with an Employer and full or partial Dues must be paid to the Plan to continue participation in the Plan.

### **MODIFIED COVERAGE - PROTECTION FOR DELAYED ENTRY INTO PENSION PLAN**

If you become an Inactive Member and then become an Active Member again at a later date, you will lose your Grandfathered Member status and will be required to participate in the Plan under its current terms. In this event, your coverage will be modified with respect to death benefits and Disability Benefits under the Plan according to the table below.

The modified death benefits and Disability benefits in the table below will also apply if you make a voluntary election to relinquish Grandfathered Member status and to instead participate in the Plan under its current terms. In no event, however, will the death benefits and Disability Benefits during the period of modified coverage be less than they would have been under the Plan if you had remained a Grandfathered Member.

<b>Completed Years of Membership</b>	<b>Maximum Percentage of Benefits Provided</b>
1	50%
2 or more	100%

A Year of Membership for this purpose means that Dues were paid on your behalf for a 12 month period beginning on the date Dues commence and each anniversary thereafter. However, a Year of Membership will also include a year of participation in a retirement plan sponsored by your Employer to which your Employer made employer contributions on your behalf and which

participation immediately preceded membership in the Plan.

Your Age Retirement Pension, Early Age Retirement Pension, and Surviving Spouse/Partner Pension are *not* reduced under this Section.

### **LOANS**

Loans are not available under the Plan.

### **OTHER DISTRIBUTIONS**

#### **A. In-Service Distributions.**

In-service distributions are not available under the Plan.

#### **B. Refunds Upon Severance of Employment.**

If you have a Severance from Employment and you are not yet eligible to begin your Early Age Retirement Pension, you may elect to receive a refund of your Refundable Dues plus interest as determined by Pension Fund. The portion of your Accrued Age Pension Credits attributable to such refund will be cancelled. Spouse/Partner consent is required to make this election.

**IMPORTANT:** An election to receive a refund of Refundable Dues is no longer available once you are eligible to begin your Early Age Retirement Pension.

#### **C. Cash-out of Small Amounts.**

If you have a Severance from Employment and the present value of your Accrued Age Pension Credits (disregarding any portion of your Accrued Age Pension Credits attributable to a refund of Refundable Dues made to you, if applicable) does not exceed \$7,000, Pension Fund may pay the present value of your benefit to you in a single lump sum as soon as administratively practicable after Severance from Employment. This benefit will be in lieu of the Age Retirement Pension or

Early Age Retirement Pension that you would otherwise receive.

If you die and the present value of any of the following benefits does not exceed \$7,000, Pension Fund may pay the present value to the applicable beneficiary in a single lump sum as soon as administratively practicable after your death:

- Surviving Spouse/Partner Pension due to your Spouse/Partner,
- Surviving Child Pension due to a Surviving Child,
- Full Orphan Pension due to a Surviving Child, and
- Dependent Parent Pension due to a dependent parent.

The single lump sum payment will be in lieu of the applicable death benefit that the beneficiary would otherwise receive.

Except as provided in the next paragraph, if either you or the beneficiary, as applicable, do not elect to have such distribution paid in a direct rollover to an eligible retirement plan or to receive the distribution directly, Pension Fund will pay the distribution directly to you or the beneficiary, as applicable.

If the present value of the lump sum payment to you exceeds \$1,000 but does not exceed \$7,000, and you do not elect to have such distribution paid in a direct rollover to an eligible retirement plan or to receive the distribution directly, Pension Fund will pay the distribution in a direct rollover to an individual retirement account or annuity designated by the Plan. This paragraph does not apply to lump sum payments to your beneficiaries.

#### **D. Required Minimum Distributions.**

Distribution of your benefit is required to begin no later than April 1 of the calendar year

following the later of the calendar year in which you turn the "applicable age," or the calendar year in which you have a Severance from Employment. Your applicable age depends on your birthdate:

- If you were born before July 1, 1949, your applicable age is 70 ½,
- If you were born on or after July 1, 1949, and before January 1, 1951, your applicable age is 72,
- If you were born on or after January 1, 1951, and before January 1, 1960, your applicable age is 73, and
- If you were born on or after January 1, 1960, your applicable age is 75.

Pension Fund will notify you prior to the date that distributions must begin. The payment of benefits under this rule is important to avoid a significant excise tax on the difference between your required distribution and the amount actually distributed to you.

#### **E. Beneficiaries.**

Most death benefits under the Pension Plan are paid to the person or persons dictated by the terms of the Pension Plan, and you cannot choose the beneficiary. However, you may designate on the form provided by Pension Fund one or more primary and contingent beneficiaries to receive the following benefits, if you are otherwise entitled to the benefit:

- A Five Year Certain Pension, if you are eligible for an elect this benefit in lieu of a Surviving Spouse/Partner Pension at Retirement.
- A Salary Continuation Death Benefit, if you die without a surviving Spouse/Partner or a Surviving Child or Children.

- A Pensioner Death Benefit, if you die without a surviving Spouse/Partner.
- A Death Settlement, if you die without a surviving Spouse/Parent, Surviving Child or Children, or dependent parent (and you did not elect a Five Year Certain Pension).

Your beneficiary may be a person, institution, trustee, trust, tax-exempt charitable religious organization, or estate, except that the beneficiary of a Five Year Certain Pension must be an individual.

**IMPORTANT: You should keep a current beneficiary designation form on file with Pension Fund. You can review your beneficiary designations online through the Pension Fund Member Portal.**

You may revoke or change your beneficiary designation by completing a new beneficiary designation form and giving your completed form to Pension Fund.

## **PAYMENTS THAT CAN BE ROLLED OVER**

Special income tax and withholding rules apply to distributions that qualify as eligible rollover distributions. Although most distributions from the Plan will not be eligible rollover distributions, lump sum distributions generally will qualify as eligible rollover distributions. In general, unless an eligible rollover distribution is directly rolled into an IRA or to a 401(a) plan, 401(k) plan, 403(b) plan, or governmental 457(b) plan that accepts rollovers, 20% of the distribution must be withheld for Federal income tax purposes.

If all or a part of your benefit will be distributed as an eligible rollover distribution, Pension Fund will provide you, within a reasonable period before the distribution, with a detailed written explanation of the income tax consequences of the distribution and your ability to defer income taxation by making a direct rollover.

Most distributions from the Plan will *not* qualify as eligible rollover distributions and, therefore, may not be rolled into an IRA or other plan. The mandatory 20% withholding rules do not apply to distributions that are not eligible rollover distributions. Such distributions are taxed in the year received and are subject to Federal income tax withholding, unless the recipient elects not to have withholding apply. You will receive more information regarding such withholding before your benefits are distributed.

## **MILITARY SERVICE**

In the event you are rehired by your Employer following a period of qualified military service (as defined in USERRA) you will be entitled to make Member Dues to the Plan from your current earnings attributable to the period of time Member Dues would have been made to the Plan but for your period of qualified military service. These Member Dues will be in addition to other contributions permitted under the Plan, and will be made as permitted under the Plan and Code Section 414(u).

These additional Member Dues will be based on the Compensation Base you would have received from your Employer had it not been for your military service, and will be subject to the Plan's terms and conditions in effect during your period of military service. Member Dues may be made during the period that begins upon reemployment and extends for five years or your period of military service multiplied by three (whichever is less).

**IMPORTANT: You can only make-up Member Dues that you would have made to the Plan had you not had a period of qualified military service. In other words, if only Employer Dues were being made to the Plan on your behalf before your period of qualified military service, then there are no Member Dues to make-up upon your rehire.**

Employer Dues will be made in accordance with the terms and conditions of the Plan and Code Section 414(u).

To be eligible for these benefits, before leaving for military service, you are generally required to give your Employer advance notice that you are leaving the job for service in the Uniformed Services. When you return from military service, you must timely submit an application for reemployment with your Employer and request information regarding your reemployment rights. Time limits for returning to work will depend on the length of time of your military service. Contact Pension Fund for additional information.

## **ADMINISTRATION OF THE PLAN**

### **A. Administrator.**

Pension Fund has the authority to control and manage the operation and administration of the Plan. Benefits under the Plan will be paid only if Pension Fund, in its sole and absolute discretion, decides that the applicant is entitled to them.

Pension Fund has the power and authority to determine all questions of law or fact that may arise as to eligibility, benefits, status, and rights of any person claiming benefits or rights under the Plan, to construe and interpret the Plan consistent with the Code, and to correct any defect, supply any omissions, or reconcile any inconsistencies in the Plan.

### **B. Claims Procedure.**

You or your beneficiary may file a claim for benefits with Pension Fund.

**Denial of Claims.** If the claim is denied, in whole or in part, then Pension Fund may give you or your beneficiary a written notice within a reasonable period of time, explaining the specific reasons for the denial, identifying the Plan document sections on which the denial is based, describing additional material necessary to perfect the claim, explaining why the material or information is necessary, and explaining the

review procedure. If Pension Fund does not provide a written explanation, the claim will be deemed denied.

**Appeal of Denial of Claim.** If Pension Fund's determination to deny the claim is not acceptable to you or your beneficiary, an appeal for benefits may be filed with Pension Fund. This appeal must be in writing and filed within a reasonable period of time from the date of the determination by Pension Fund. If you do not file an appeal within a reasonable period of time, the decision of Pension Fund will be final. When reviewing an appeal, all information submitted by you will be considered, regardless of whether it was submitted in the initial determination.

Pension Fund will make a determination as to any claim for benefits within a reasonable period of time of receiving the appeal without regard to whether all information needed to make a determination is included with the appeal.

If Pension Fund denies your appeal as to any claim, you will receive a statement explaining the specific reason for the denial. The decision will be in writing and will be final and binding on you and all other parties involved and afforded the maximum deference under the law.

For more details on the claims procedures, contact Pension Fund.

## **NON-ALIENATION OF BENEFIT AND DOMESTIC RELATIONS ORDERS**

### **A. Nonalienation of Benefits.**

Except as discussed below, your benefit under the Plan, prior to your actual receipt, will not be subject to any debt, liability, contract, engagement, or tort, nor subject to anticipation, sale, assignment, transfer, encumbrance, pledge, charge, attachment, garnishment, execution, alienation, or other legal or equitable process.



## **B. Tax Levy.**

Your benefits may be reduced to the extent permitted under Federal law to satisfy your liability under a levy issued by the Internal Revenue Service or that is sought to be collected by the United States government under a judgment resulting from an unpaid tax assessment against you.

## **C. Domestic Relations Orders.**

A "domestic relations order" is a court order that obligates you to pay child support, alimony payments, or otherwise allocate a portion of your benefit to your Spouse, former Spouse, child or other dependent (collectively known as "Alternate Payees").

If your Employer receives a domestic relations order, your Employer may be required by law to recognize obligations you incur as a result of the order if the order is determined to be "qualified".

If the domestic relations order is determined to be qualified, the Plan will make a distribution to an Alternate Payee under the qualified domestic relations order ("QDRO") regardless of whether you are eligible for a distribution, if directed to do so by the QDRO, provided that the Alternate Payee is at least age 60.

You may request written QDRO procedures from Pension Fund for more information regarding domestic relations orders.

## **PLAN EXPENSES**

Plan expenses will generally be paid from the Trust, but expenses specific to a Member, such as wire transfer charges or domestic relation order qualifications, may be charged to the Member in the discretion of Pension Fund.

## **AMENDMENT OR TERMINATION OF PLAN**

It is expected that the Plan will continue indefinitely, but the Board has reserved the right

to change, modify, or discontinue the Plan at any time. However, no change may decrease the benefits already earned by you or violate any provisions of the Code.

## **WHAT GENERAL INFORMATION ABOUT THE PLAN SHOULD I KNOW?**

### **A. Name of the Plan.**

The legal name of the Plan is the "Pension Plan of the Pension Fund of the Christian Church (Disciples of Christ)".

### **B. Type of Plan.**

The Plan is a retirement income account program that provides defined benefits to its Members designed to satisfy the requirements of and have tax favored status under Code Section 403(b)(9). The Plan is a church plan within the meaning of Code Section 414(e) and Section 3(33) of the Employee Retirement Income Security Act of 1974 ("ERISA") and is, therefore, exempt from ERISA.

### **C. Effective Date.**

The Plan was most recently amended and restated in its entirety effective January 1, 2025, and has been amended one time.

### **D. Administrator.**

The Administrator for the Plan is:

Pension Fund of the Christian Church  
(Disciples of Christ)  
1099 North Meridian Street, Suite 700  
Indianapolis, IN 46204

Service of legal process may be made on Pension Fund at the above address.

### **E. Plan Year.**

Records of the Plan generally are maintained on the 12-month period from January 1 to December 31.

## **F. Source of Financing.**

The Plan is funded through contributions made by you and your Employer in the form of Dues in accordance with the Plan terms. Special Apportionments may also be awarded.

## **RISKS**

### **A. Financial Considerations.**

1. Plan benefits are unsecured obligations of Pension Fund and reserve funds that are held by Pension Fund in Trust for the Plan. Reserves created for other programs of Pension Fund, including but not limited to reserves of the TDRA, the Traditional IRA and Roth IRA programs, and the Christian Church Health Care Benefit Trust, are held in separate trusts and are independent of the financial structure of the Plan.
2. Plan benefits are administered under Code Section 403(b), which places extensive restrictions on the distribution of funds prior to retirement. Therefore, you should view the participation in the Plan as a long-term investment.
3. Although Pension Fund strives to maintain reserves in the Trust believed to be adequate to pay all Plan benefits at any time, market fluctuations and investment decisions could impact the Trust's ability to pay all benefits. Further, market fluctuations could negatively impact the level of Special Apportionments awarded or cause the Board to forego awarding a Special Apportionment for any given year.
4. Changes in federal laws, rules or regulations regarding 403(b) plans may affect the availability to participate in such plans, their expected returns, and distribution provisions, which could make it more difficult or costly to offer such tax-deferred investments to Members.

5. The Plan does not create a contract between you, your beneficiary or any other person, and Pension Fund or the Board.
6. Plan assets are commingled for investment purposes with TDRA assets and Traditional IRA and Roth IRA assets. Funds from these programs are invested based upon established investment policies and asset allocation decisions of the Board. Currently, funds are invested in an asset mix of approximately 50% equities, 35% fixed income, and 15% alternative investments, utilizing a number of independent investment managers. Administrative expenses, expected to be in the range of 50 to 100 basis points, are charged to the earnings of the Trust prior to consideration of any Special Apportionment.

**The Plan is not subject to registration, regulation, or reporting under the Investment Company Act of 1940, the Investment Advisers Act of 1940, the Securities Act of 1933, the Securities Exchange Act of 1934, Title 15 of the United States Code, or States' Securities Laws. Members in the Pension Plan, therefore, will not be afforded the protections of those provisions.**

**Unlike federally insured bank deposits, contributions to the Plan are not insured or guaranteed by an agency of the United States Government (including FDIC), or any state of the United States.**

### **B. Cybersecurity Considerations.**

You can access and manage your Plan benefits online through the Pension Fund Member Portal. The Member Portal provides a secure and convenient way to monitor your retirement savings with Pension Fund. Visit <http://www.pensionfund.org/my-account> to log in or for assistance with your online account.

Security is important to Pension Fund. You can take steps to help reduce the risk of fraud to your Plan benefits by taking the following precautions:

1. **Register for online access to your benefits through the Member Portal, and routinely monitor your online account.** Regularly monitoring your online account reduces the risk of fraudulent access. If you believe your account has been accessed by someone other than you without your consent, promptly notify Pension Fund.
2. **Use strong and unique passwords.** Consider using a secure password manager to help create and track passwords. Avoid sharing, reusing, or repeating passwords. Change your password every 120 days, or if there is a security breach.
3. **Use two-factor authentication.** Two-factor authentication is a security mechanism that requires two types of credentials for authentication and is designed to provide an additional layer of validation, minimizing security breaches. The Member Portal requires two-factor authentication to help protect you and your account.
4. **Keep personal contact information current.** Update your contact information when it changes, so you can be reached if there is a problem. You can update your contact information through the Member Portal, by completing a *Changes in Personal Information Form* available at [www.pensionfund.org/forms](http://www.pensionfund.org/forms), or by contacting Pension Fund. This also helps to ensure that Pension Fund is able to locate you when it is time for you to receive your benefits.
5. **Be wary of free Wi-Fi.** Free Wi-Fi networks, such as the public Wi-Fi available at airports, hotels, or coffee shops pose security risks that may give criminals access to your personal information. When accessing the Member

Portal, you are encouraged to use a secure network, such as your home network.

6. **Beware of phishing attacks.** Phishing attacks aim to trick you into sharing your passwords, account numbers, and sensitive information, in order to gain access to your online account. Pension Fund will **never** ask for your personal information by email or text. If you receive a message that appears to be from Pension Fund that makes you feel uneasy, please call Pension Fund to verify the message before responding.
7. **Use antivirus software and keep apps and software current.** Make sure that you have trustworthy antivirus software installed and updated to protect your computers and mobile devices from viruses and malware. Keep all of your software up to date with the latest patches and upgrades.