

The background of the document is a photograph of several palm trees silhouetted against a bright, hazy sky during sunset or sunrise. The sun is low on the horizon, creating a warm, golden glow that transitions into a pale blue at the top. The palm fronds are dark and detailed, creating a complex pattern of light and shadow.

**SUMMARY PLAN DESCRIPTION  
OF THE  
PENSION PLAN FOR  
EMPLOYEES WITHIN  
THE ARCHDIOCESE OF MIAMI  
STATE OF FLORIDA  
(As of July 1, 2015)**



## ARCHDIOCESE OF MIAMI

*Office of the Archbishop*

November 20, 2015

Dear Priests, Religious Sisters and Brothers and Lay Employees of the Archdiocese:

I'm pleased to provide you with a booklet describing the provisions of our Retirement Benefits for eligible Priests, Religious Sisters and Brothers and Lay Employees of the Archdiocese of Miami. As one who serves the Catholic Church and its mission within the Archdiocese, this benefit is maintained for you as an expression of our appreciation for your committed service.

Retirement Benefits were originally established in 1968 for persons eligible within the Archdiocese. Today that includes a cash balance plan, a 403(b) plan with employer match and, for eligible employees, benefits from service prior to January 1, 2013 when the retirement benefits were most recently amended.

You will find that the Archdiocese offers retirement benefits, pre-retirement benefits and disability benefits. A careful reading of this booklet will provide you with essential information to assist you in retirement planning. In addition, on a regular basis the retirement benefits are reviewed for adequacy and financial soundness.

Sincerely yours in Christ,

Most Reverend Thomas G. Wenski  
Archbishop of Miami

**PENSION PLAN FOR EMPLOYEES WITHIN THE ARCHDIOCESE OF MIAMI  
STATE OF FLORIDA  
SUMMARY PLAN DESCRIPTION**

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## INTRODUCTION

The Pension Plan for Employees within the Archdiocese of Miami, State of Florida, referred to in this document as the “Plan”, is designed to help provide for retirement.

The Archbishop of Miami adopted a Pension Plan and Trust Agreement initially effective June 1, 1968. The Pension Plan and Trust Agreement have been amended and restated multiple times, with the latest plan restatement effective January 1, 2013. The Plan as in effect on July 1, 1979 is referred to as the “Prior Plan”. Benefit accruals were frozen under the existing traditional defined benefit formula of the Plan for Lay Employees effective December 31, 2012, and a cash balance account was created for benefit accruals for such Lay Employees, effective January 1, 2013. Benefits for Priests were also changed effective January 1, 2013.

Outlined herein is a summary of the material terms of the Plan. In all respects, your rights under the Plan are governed by the Plan document. If there should be any conflict or differences between this summary and the terms of the Plan document, the Plan document shall control.

### **I. ELIGIBILITY**

If you participated in the Prior Plan immediately before July 1, 1979, you became a Member of this Plan on July 1, 1979. Otherwise, you become a Member under the Plan on the date you become an Employee with the Archdiocese, subject to the following:

Notwithstanding the above, if you are a Religious Priest or Religious Sister or Brother who left the Plan before July 1, 1985 and you were not 100% vested in your Accrued Benefit at the time you ceased to be a Member, you are not eligible to participate in the Plan if you returned to employment as a Religious after June 30, 1985.

If you are treated by the Archdiocese as an independent contractor (or otherwise as not on the payroll as an employee), or you are a Home Health or Hospice Field staff per diem employee, you are not eligible to participate in the Plan.

### **II. CREDITED SERVICE**

Your Credited Service is based on your Years of Service under the Plan and is used to determine when you are eligible to receive benefits and the amount of such benefits under the Plan. If you participated in the Prior Plan, your eligible service under the Prior Plan will be included when determining your benefit under the Plan.

#### **A. PRIESTS**

If you are a Priest, a Year of Service will be credited for each Plan Year during which you are employed or serving an official appointment within the Archdiocese for at least six full calendar months.

**B. RELIGIOUS SISTERS AND BROTHERS**

If you are a Religious Sister or Brother, a Year of Service will be credited for each Plan Year during which you serve as an Employee of the Archdiocese or by Appointment of the Archbishop for at least six full calendar months.

**C. LAY EMPLOYEES**

If you are a Lay Employee, a Year of Service means each Plan Year during which you complete at least 1,500 Hours of Service. However, if you were hired before January 1, 2010, you will only need to complete 1,000 Hours of Service in a Plan Year to earn a Year of Service.

Subject to any expansions or limitations under the Plan, an Hour of Service is generally credited for any hour of Service for which you are paid or entitled to payment for the performance of duties. If you are on a paid leave of absence, no more than 501 Hours of Service shall be credited for any single continuous period. However, no credit is given if payment arises solely under a worker's compensation, unemployment compensation, or disability insurance law.

**III. CONTRIBUTIONS**

**A. EMPLOYEE CONTRIBUTIONS**

You are generally not permitted to make contributions to the Plan. However, subject to approval by the Archbishop, if you are a Priest who is not currently performing services by reason of military service with the Archdiocese of the Military Services, you may be permitted to make contributions during such period of military service.

**B. ARCHDIOCESAN CONTRIBUTIONS**

The entities included within the Archdiocese will make contributions to the Plan to cover the cost of benefits payable under the Plan. Such contributions shall be based on periodic actuarial valuations, and shall be made at such times as determined by the Board.

**IV. RETIREMENT BENEFITS**

**A. PRIESTS**

**1. Retirement Date**

If you are a Priest, your Normal Retirement Date shall be the first day of the month coincident with or next following the date you reach age 68 with five years of Credited Service for benefits earned on and after January 1, 2013. For benefits earned prior to January 1, 2013, your Normal Retirement Date shall be the first day of the month coincident with or next following the date you reach age 65 with five years of Credited Service.

For benefits accrued through December 31, 2012, if you are a vested Member and remain actively employed, you may begin receiving benefits as of the first day of the month following your Normal Retirement Date (age 65 with 5 years of service), while continuing to accrue

additional benefits for any additional years of Credited Service completed. Benefits accrued after 2012 shall not be payable as preretirement benefits.

You may also retire and receive an Early Retirement Benefit which may commence on the first day of the month coincident with or next following the date you (1) reach your Normal Retirement Date less two years and (2) complete five years of Credited Service.

Notwithstanding anything else herein, if you are a vested Member and you remain actively employed after reaching age 70, your benefits shall begin automatically as of that date and no additional Plan benefits will accrue.

## 2. **Retirement Benefits**

If you are a Priest, upon normal retirement, you will receive a monthly benefit for your life equal to \$77.31 multiplied by your years of Credited Service (up to a maximum of 30 years). Further, if you were at least age 50 prior to January 1, 2013, you will receive an additional \$54.12 for each year of Credited Service in excess of 30 years, but not beyond age 70.

Upon early retirement, you may begin receiving benefits immediately. Such Early Retirement benefit shall be determined in the same manner as for Normal Retirement, but your Credited Service shall be determined as of your Early Retirement Date and the monthly benefit shall be reduced by 1/15<sup>th</sup> for each year the starting date of the benefit precedes your Normal Retirement Date. If you have two Normal Retirement Dates because you had benefits that accrued before, on, and after January 1, 2013, you may elect to receive your Grandfathered Accrued Benefit paid to you on or after your Normal Retirement Date for such prior accruals, with only the remainder of your Accrued Benefit subject to the applicable reductions for Early Retirement.

If you continue working beyond age 68, your Plan benefit shall be increased by 4% per year for the two years after you reach age 68. Notwithstanding the prior sentence, if you do not have 30 years of Credited Service prior to reaching age 68, you will instead receive an additional Year of Service for each year of actual service after age 68, up to the earlier of attaining 30 years of Credited Service or age 70.

### B. LAY EMPLOYEES

#### 1. **Retirement Date**

If you are a Lay Employee, for benefits accrued prior to January 1, 2010, your Normal Retirement Date shall be the first day of the month coincident with or next following the earlier of (1) the date you reach age 65 with five years of Credited Service, or (2) the date on which the sum of your age and years of Credited Service equals 85. For benefits accrued on and after January 1, 2010, your Normal Retirement Date shall be the first day of the month coincident with or next following the date you reach Retirement Age under Section 216(l)(1) of the Social Security Act with five years of Credited Service.

You may retire and receive an Early Retirement Benefit which may commence on the first day of the month coincident with or next following the date you reach age 55 with 10 years of Credited Service.

## 2. Retirement Benefits

For Lay Employees, as of December 31, 2012, benefits under the historical Accrued Benefit formula were frozen. On and after January 1, 2013, benefits are earned under the cash balance provisions of the Plan. If you were a Member both before and after January 1, 2013, you will receive a Grandfathered Accrued Benefit plus your Account balance when you retire. If you earned a Year of Service for the Plan Year ending June 30, 2013, you will receive a one-half year of Credited Service for purposes of calculating your Grandfathered Accrued Benefit. If you first become an employee, or if you are rehired, on or after January 1, 2013, any years of Credited Service after such date shall not apply towards the Grandfathered Accrued Benefit.

### a. Grandfathered Accrued Benefit

The Grandfathered Accrued Benefit is 1.67% of your Average Monthly Earnings times your years of Credited Service as of December 31, 2012, subject to a maximum of 50% of your Average Monthly Earnings. Your Average Monthly Earnings are 1/12 of your average annual earnings for your highest five years ending on or before December 31, 2012.

If you retire early, you may begin receiving benefits before your Normal Retirement Date, in which case your monthly benefit shall be reduced by 1/15<sup>th</sup> for each of the first five years, and by 1/30<sup>th</sup> for each additional year by which your benefit payments precede your Normal Retirement Date. If you have two Normal Retirement Dates because you had benefits that accrued before, on, and after January 1, 2010, you may elect to receive your Grandfathered Accrued Benefit that accrued prior to January 1, 2010 paid to you on or after your Normal Retirement Date for such prior accruals, with only the remainder of your Grandfathered Accrued Benefit subject to the applicable reductions for Early Retirement.

### b. Cash Balance Benefit

On retirement, you will receive your Account balance, including all Pay Credits and Interest Credits credited to your Account.

If you earn a Year of Service for a Plan Year on or after January 1, 2013, you will receive a Pay Credit for the Calendar Year in which that Plan Year ends. A Pay Credit is equal to your Earnings while an eligible employee during the Calendar Year multiplied by the Pay Credit rate. The Pay Credit rate is based on your years of Credited Service on the last day of the Plan Year ending in the Calendar Year –

- 2% if you have at least one but less than eleven years of Credited Service.
- 2.5% if you have at least eleven but less than twenty-one years of Credited Service.
- 3% if you have at least twenty-one years of Credited Service.

If you were at least age 45 with 15 or more years of Credited Service prior to June 30, 2013, additional Pay Credits may be credited to your Account.

Further, your Account will be credited with an Interest Credit on the last day of each Calendar Year. For the Calendar Year in which you have a benefit commencement date, a partial Interest Credit will be credited to your Account to reflect completed months in the Calendar Year prior to your benefit commencement.

C. RELIGIOUS SISTERS AND BROTHERS

1. **Retirement Date**

If you are a Religious Sister or Brother and you earned a year of Credited Service in a Plan Year ending June 30, 1987, or later, your Normal Retirement Date is age 65 with 5 years of Credited Service.

If you are a vested Member and remain in active ministry, you may begin receiving benefits as of the first day of the month following your Normal Retirement Date, while continuing to accrue additional benefits for any additional years of Credited Service completed. Your benefit will be recalculated each July to take into account any additional years of Credited Service and cost of living increase, if any.

2. **Retirement Benefits**

Upon normal retirement, you will receive a monthly benefit for your life equal to \$26.22 multiplied by your years of Credited Service.

V. **BENEFIT FORMS**

A. PRIESTS

If you are a Priest when you become entitled to a benefit under the Plan, you will receive your benefit as a single life annuity. At your death, all benefits will cease.

B. LAY EMPLOYEES

If you are a Lay Employee and married on your actual retirement date, you will receive your Accrued Benefit as a Qualified Joint and Survivor Annuity payable for your life and the life of your Spouse, unless you elect otherwise with Spousal consent. If you are not married, or you elect not to receive your benefit as a Qualified Joint and Survivor Annuity with your Spouse's written consent, you may elect to receive your benefits in any of the following actuarial equivalent forms:

- A single life annuity payable for your life.
- A Joint and Last Survivor Option payable for your life and the life of your named Beneficiary.
- 10 Year Certain and Life Thereafter, which is a monthly annuity payable for your life, with a guarantee of at least 120 monthly payments. If you die before receiving 120 monthly payments, the remainder will continue to your Beneficiary or estate, as applicable.
- Any other form approved by the Board.



You may make a separate election with respect to your Account balance, and elect to receive that amount as a lump sum payment. If you do not affirmatively elect to receive your Account balance as a lump sum payment, your Account balance will be paid in the benefit form you elect for your Grandfathered Accrued Benefit. The amount of any annuity so elected will be determined based upon the actuarial equivalent of the value of your Account balance.

## **VI. ELIGIBLE ROLLOVER DISTRIBUTIONS**

If you are eligible to receive your Plan benefits in the form of a lump sum distribution, you may elect to roll such amount to another qualified plan, an IRA or a Roth IRA. If you request a direct rollover, taxes will not be withheld from your distribution. If you request a cash distribution, taxes will generally be withheld.

Under the Plan, a lump sum distribution may be elected if:

- You are a Lay Employee and elect to receive your Account balance in a lump sum payment.
- You are the Spouse or designated Beneficiary who is entitled to receive a pre-retirement death benefit.
- You are an alternate payee who is eligible to elect a lump sum payment under a QDRO.

## **VII. VESTING**

The term “vesting” refers to your nonforfeitable right to a benefit under the Plan.

You will vest in your Plan benefits based on the following schedule:

<u>Years of Credited Service</u>	<u>Vested Percentage</u>
Less than 5 Years	0%
5 Years or More	100%

Notwithstanding the above, once you attain your Normal or Early Retirement Date, you will have a nonforfeitable right to the Plan benefits you have accrued at your Normal or actual retirement date, as applicable.

## **VIII. BREAK-IN-SERVICE**

You will incur a One Year Break-In-Service if (1) you are a Lay Employee and you do not complete at least 501 Hours of Service during a Plan Year, or (2) you are a Priest and you do not complete at least three months of service during a Plan Year.

If you terminate employment with the Archdiocese after you are vested, and you are later rehired, your pre-break service will be taken into account when determining your benefits under the Plan.

If you terminate employment with the Archdiocese before you are vested, and you are later rehired, your pre-break service may or may not be taken into account under the Plan as follows:

- If the number of your One Year Breaks-In-Service equals or exceeds the greater of five or the aggregate number of years of Credited Service before your One Year Break-In-Service, such pre-break service will not be taken into account when determining your benefits under the Plan.
- If the number of your One Year Breaks-In-Service does not equal or exceed the greater of five or the aggregate number of years of Credited Service before your One Year Break-In-Service, you shall participate in the Plan immediately upon reemployment and your pre-break service shall be taken into account when determining your benefits under the Plan.

## **IX. DISABILITY BENEFITS**

You will be eligible to receive a Disability Retirement Pension if (1) you have completed 10 years of Credited Service, and (2) the Board determines that you have sustained a Total and Permanent Disability. You may be subject to annual reexaminations to confirm the continued existence of your Disability.

If you are eligible for a Disability Retirement Pension, you will receive a monthly pension for your life, until you recover from the Disability, or until you reach your Normal Retirement Date, whichever occurs first. Your Disability Retirement Pension will be equal to your Accrued Benefit as of the date of the Disability, based upon your Credited Service and Earnings as of such date. If you have a cash balance benefit, your Account balance can be paid upon Disability in a lump sum at your election, but no later than your Normal Retirement Date.

## **X. PRE-RETIREMENT DEATH BENEFITS**

### **A. PRIESTS**

If you are a Priest and you die prior to commencing your Plan benefits. No survivor benefits will be paid.

### **B. LAY EMPLOYEES**

If you are a Lay Employee and are vested in any portion of your benefit under the Plan, a survivor benefit will be paid to your Beneficiary if you die prior to commencing your Plan benefits. The survivor benefit will be equal to the sum of (1) 60% of the Actuarially Equivalent single sum value of your vested Grandfathered Accrued Benefit as of your date of death plus (2) the value of your vested Account balance as of your date of death.

## **XI. REQUESTS FOR BENEFITS**

### **A. INITIAL REQUEST**

You may make a request for any Plan benefits to which you may be entitled. Your request for benefits must be made in writing, and it should be made to the professional Plan Administrator. See the section entitled GENERAL PLAN INFORMATION for the name and address of the Plan Administrator. Your request is considered to be a claim for Plan benefits, and is subject to a full and fair review.

If your claim is wholly or partially denied, the professional Plan Administrator will provide you with a written notice of this denial. This written notice must be provided to you within 90 days after receipt of your claim, unless special circumstances require an extension of time to process your claim. You will be notified in writing if an extension is needed for processing. Your claim will be decided within 180 days after your claim was received. The written notice of denial must contain the following information:

1. The specific reason or reasons for the denial;
2. Specific reference to the Plan provisions on which the denial is based;
3. A description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
4. Steps you can take to submit your claim for review by the Plan Administrator and your right to file a lawsuit following an adverse benefit determination on review.

### **B. APPEALS**

If your claim has been denied and you wish to submit your claim for review, you must follow the Claims Review Procedure set forth below.

1. Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.
2. You must file the claim for review no later than 60 days after you received written notification of the denial of your claim for benefits. Otherwise, your claim will be considered abandoned and you will not be able to pursue your claim further with the Plan Administrator or in a court.
3. You may review and request copies of all information relating to the denial of your claim and submit any comments, records, or other information related to your claim in writing to the Plan Administrator.
4. Your claim for review will be given a full and fair review that takes into account all comments and records submitted by you, regardless of whether the information was considered when your initial claim was decided.

5. If your claim is denied, the Plan Administrator must provide you with written notice of this denial within 60 days after the administrator's receipt of your written claim for review. There may be times when this 60-day period may be extended. The extension may only be made, however, where there are special circumstances which are communicated to you in writing within the 60-day period. If there is an extension, a decision shall be made as soon as possible, but not later than 120 days after receipt by the Plan Administrator of your claim for review.
6. The Plan Administrator's decision on your claim for review shall be communicated to you in writing and shall include the specific reason for the decision, references to the Plan provisions on which the decision was based, a statement of your entitlement to documents related to your claim for benefits, and a statement of your right to bring a lawsuit in connection with the denial of your claim.

If you have any questions about the review procedure, contact the Plan Administrator. These claims and review procedures must be exhausted before pursuing any other legal remedy with respect to your claim. Additionally, you may not initiate any claim or action in court or another forum later than one year following the final decision by the Plan Administrator under the claims procedures. After that one-year period, your claim will be considered abandoned and you will not be able to pursue your claim further in a court or any other forum.

## **XII. QDROS**

The Plan may be required to pay all or a portion of your Plan benefits to an "alternate payee" under a qualified domestic relations order ("QDRO"). Such payments will be made in accordance with the QDRO, and are not treated as an impermissible assignment or alienation of benefits.

A "domestic relations order" is a judgment, decree or order that: (1) relates to the provisions of child support, alimony payments, or marital property rights to an alternate payee, and (2) is made pursuant to domestic relations law (including a community property law).

A "domestic relations order" is a "qualified domestic relations order" if it creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable to you under the Plan, specifies required information, and does not alter the amount or form of Plan benefits otherwise payable under the Plan.

An "alternate payee" is your Spouse, former spouse, child or other dependent who is recognized by a domestic relations order as having a right to receive all, or a portion of, your benefits under a Plan.

## **XIII. AMENDMENT AND TERMINATION OF THE PLAN**

The Archbishop expects the Plan to be permanent, but reserves the right to amend or terminate the Plan at any time. If the Plan is terminated, your benefits under the Plan, including your Accrued Benefit and Account, as applicable, will become fully vested to the extent funded.

On termination, Plan assets will be allocated as provided in the Plan. Any Plan assets remaining after satisfaction of all liabilities of the Plan to Members and their Beneficiaries will be returned to the Archdiocese.

#### **XIV. ERISA AND PBGC COVERAGE**

The Plan is a church plan as defined in section 414(e) of the Internal Revenue Code and section 3(33) of the Employee Retirement Income Security Act (“ERISA”). The Plan has not made an election under Code section 410(d) and is therefore exempt from ERISA. Further, the Plan is not insured by the Pension Benefit Guaranty Corporation.

**XV. GENERAL PLAN INFORMATION**

- (1) Full Formal Name of Plan: Pension Plan for Employees within the Archdiocese of Miami, State of Florida
- (2) Employer Identification Number: 59-6220547
- (3) Plan Sponsor: Archdiocese of Miami  
c/o J. Patrick Fitzgerald P.A.  
110 Merrick Way, Suite 3-B  
Coral Gables, FL 33134
- (4) Plan Number: 001
- (5) Type of Plan: Defined Benefit Plan (Pension), including a cash balance benefit
- (6) Plan Administrator: The Plan Administrator is the Pension Plan Board of Trustees, and has the sole authority to interpret the terms of the Plan, and its judgments will be final and binding on all parties. The Plan Administrator may delegate such authority to another person or persons. You may contact the Plan Administrator at:

Pension Plan Board of Trustees  
c/o J. Patrick Fitzgerald P.A.  
110 Merrick Way, Suite 3-B  
Coral Gables, FL 33134

The professional Plan Administrator is the company hired by the Plan Administrator to perform the daily ministerial functions for the Plan, such as preparing benefit calculations. You may contact the professional Plan Administrator at:

Gabriel Roeder Smith & Company  
One East Broward Blvd., Suite 505  
Fort Lauderdale, FL 33301  
(954) 527-1616

- (7) Agent for Service of Legal Process: J. Patrick Fitzgerald P.A.  
110 Merrick Way, Suite 3-B  
Coral Gables, FL 33134
- (8) Trustee: Pension Plan Board of Trustees  
c/o J. Patrick Fitzgerald P.A.  
110 Merrick Way, Suite 3-B  
Coral Gables, FL 33134

- (9) Funding Medium: Trust fund
- (10) Date Plan Accounting Period Ends: June 30

## **XVI. DEFINITIONS<sup>1</sup>**

<b>Account</b>	means the bookkeeping account maintained for purposes of calculating your cash balance benefit, if applicable. Each year, Pay Credits and Interest Credits will be credited to your Account.
<b>Accrued Benefit</b>	means the benefit payable to you based upon your Average Monthly Earnings, Credited Service, and other relevant factors, plus the balance of your Account, if any.
<b>Employee</b>	means (1) an individual employed by the Archbishop or the Archdiocese in a normal employer-employee relationship, (2) a Priest who is incardinated in the Archdiocese and officially appointed and assigned by the Archbishop, and (3) a Priest or Religious Sister or Brother who was a Member of the Plan on June 30, 1985.
<b>Grandfathered Accrued Benefit</b>	means your Accrued Benefit, not including your Account, if applicable.
<b>Lay Employee</b>	means any Employee other than the Archbishop, a Priest, or any Religious Sister or Brother.
<b>Member</b>	means an Employee who meets the eligibility requirements of the Plan and is enrolled to participate.
<b>Plan</b>	means the Pension Plan for Employees within the Archdiocese of Miami, State of Florida.
<b>Priest</b>	means a Priest incardinated in the Archdiocese (accepted into the Archdiocese according to the law of the Church) and officially appointed/assigned by the Archbishop.
<b>Prior Plan</b>	means the Plan as it existed immediately prior to July 1, 1979.
<b>Qualified Joint and Survivor Annuity</b>	means an annuity for the life of the Member with a survivor annuity for the life of the Spouse which is equal to at least 60% of the amount payable during the joint lives of the Member and his or her Spouse and which is the actuarial equivalent of a single life annuity for the Member.

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<sup>1</sup> Any terms not defined herein shall have the meaning assigned to them in the Plan document.



**Religious Sister or Brother**

means any Religious Sister or Brother pursuant to Canon Law and norms of the Roman Catholic Church and who is serving as an Employee of the Archdiocese or by Appointment of the Archbishop.

**Spouse**

shall have the meaning set forth in the Plan document, and for certain purposes means the individual to whom the Member is civilly married under a marriage covenant between a man and a woman as described in Canon 1055 of the Code of Canon Law (Codex Iuris Canonici) for the Latin Rite of the Catholic Church.