

## **Catholic Health East Employee Pension Plan**

### **Summary Plan Description Supplement Effective January 1, 2017**

#### **Mercy Health System of Southeastern Pennsylvania Non-Union Plan Participants**

##### **1. Employer**

For purposes of this supplement, the “Employer” is Mercy Health System of Southeastern Pennsylvania and any subsidiary of Mercy Health System of Southeastern Pennsylvania that adopted the Pension Plan of Mercy Health System, including any predecessor or merged plan (“Mercy Health Plan”). However, Covered Employees for purposes of this supplement do not include Employees of the Employer who are or were covered by a collective bargaining agreement or Employees of St. Agnes Hospital or Nazareth Hospital.

##### **2. Freeze Date**

The Freeze Date for the Employer is December 31, 2009.

##### **3. Normal Retirement Age**

The later of age 65 or the fifth anniversary of the Participant’s participation in the plan, except age 65 for merged benefits attributable to the Haverford Community Hospital Pension Plan or Suburban General Hospital Pension Plan.

##### **4. Plan Benefit**

If you were a Covered Employee of the Employer on or after January 1, 2006, and prior to the Freeze Date, and a participant in the Plan, you have a Plan Benefit unless it has been forfeited or already paid in accordance with the terms of the Plan. Only Covered Employees of the Employer who were eligible for an adjustment to their Plan compensation after the Freeze Date accrued a Plan Benefit after the Freeze Date. No Covered Employee of the Employer accrued a Plan Benefit after December 31, 2014.

Your Plan Benefit as of any date is the actuarial equivalent amount of your Plan Account payable in the form of a single life annuity (i.e., the Life Only Option) on your Normal Retirement Date or Late Retirement Date, if applicable.

##### **5. Plan Account**

Your Plan Account as of any date is a bookkeeping account equal to the lump sum amount that is the product of your Average Annual Compensation and your aggregate Plan Credits as of such date.

Your “Average Annual Compensation” for purposes of determining your Plan Benefit is the average of your compensation for the five complete Plan Years in which you earned the highest compensation from the Employer as a Covered Employee during the period beginning on the date your participation in the Plan began and ending coincident with or prior to the date of determination or the Freeze Date, if earlier. For purposes of determining your “Average Annual Compensation,” the definition of compensation used under the Plan during the Plan Year in

which the compensation was earned applies. If, at the date of determination or Freeze Date, if earlier, you had fewer than five complete Plan Years of participation as a Covered Employee in the Plan, your “Average Annual Compensation” is the average of your compensation for your complete Plan Years. In general, no compensation paid after the Freeze Date is taken into account for purposes of determining your Plan Benefit.

However, if you were a Covered Employee of the Employer on January 1, 2010, you are a “Freeze Participant.” If you are a Freeze Participant, for each of the 2010, 2011, 2012, 2013 and 2014 Plan Years during which you were a Covered Employee of the Employer, your compensation from the Employer was taken into account in determining your Average Annual Compensation. No compensation that is earned on or after December 31, 2014 is taken into account in determining any participant’s Plan Benefit.

**6. Plan Credits**

For each Plan Year (or portion thereof) beginning on or after January 1, 2006 and prior to January 1, 2010 during which you were a Covered Employee of the Employer and a participant in the Plan in which you were credited with a Year of Benefit Service, a Plan Credit was made to your Plan Account on the last day of the Plan Year (or the date of your severance from employment if your employment with the Employer terminated during the Plan Year) equal to the percentage amount determined in accordance with the following chart based on your years of Vesting Service as of last day of the Plan Year (or the date of your severance from employment if your employment with the Employer terminated during the Plan Year):

<b>One – Five Years of Vesting Service</b>	<b>More than Five – Twenty Years of Vesting Service</b>	<b>More than Twenty Years of Vesting Service</b>
1%	2%	3%

**No Plan Credits were earned after the Freeze Date.**

**7. Prior Plan Benefit**

If you are a Covered Employee who was a participant in the Mercy Health Plan as of December 31, 2005, you have a Prior Plan Benefit under the Plan unless it has been forfeited or already paid in accordance with the terms of the Plan.

Your monthly Prior Plan Benefit as of a particular date is equal to your monthly Normal Retirement Benefit earned under the Mercy Health Plan as of that date, payable at your Normal Retirement Date or, if applicable, Late Retirement Date in the form of a single life annuity (Life Only Option) using your Years of Credited Service as of the earliest of the date of determination, the date of your termination of employment with the Employer or December 31, 2005, and using your Plan Compensation and Social Security Covered Compensation as of the earliest of the date of determination, the date of your termination of employment with the Employer or December 31, 2014.

Your “Average Plan Compensation” is your highest average annual compensation during the five consecutive completed Plan Years in which you received the highest aggregate compensation (or, if you received compensation for a period of less than five completed Plan Years, your average annual compensation during all of such consecutive completed Plan Years). In no event is

compensation earned on or after January 1, 2015, taken into account for purposes of determining Average Plan Compensation.

Your “Years of Credited Service,” “Social Security Covered Compensation,” and “Plan Compensation,” for a Plan Year shall be determined based on the provisions of the Plan or Mercy Health Plan , as applicable, in effect for the applicable Plan Year.

Your monthly “Normal Retirement Benefit,” payable commencing on your Normal Retirement Date in the form of a Life Only Option is determined as follows:

- (a) If you were an eligible employee of the Employer first hired on or before July 1, 1981, the greater of (i) or (ii) or (c), below:
  - (i)  $1/12^{\text{th}}$  of 1% of your Average Plan Compensation multiplied by your Years of Credited Service up to 20.
  - (ii)  $1/12^{\text{th}}$  of:
    - (I) .75% multiplied by your Average Plan Compensation up to and including Social Security Covered Compensation, plus
    - (II) 1.25% multiplied by your Average Plan Compensation in excess of Social Security Covered Compensation, multiplied by
    - (III) Your Years of Credited Service up to 30.
- (b) If you were an eligible employee of the Employer first hired after July 1, 1981, the greater of (a)(ii), above, or (c), below.
- (c) Minimum Benefit – your annual Normal Retirement Benefit will not be less than \$180 for each Year of Credited Service up to 20 years.

Special rules apply in determining your Normal Retirement Benefit if you became a participant in the Mercy Health Plan due to the merger of the Haverford Community Hospital Pension Plan (“Haverford Plan”) or the Suburban General Hospital Pension Plan (“Suburban Plan”) into the Mercy Health Plan. If this applies to you, please contact the Trinity Health Pension Plan Office at 800.793.4733 for information regarding the amount of your Prior Plan Benefit.

## **8. Early Retirement Benefit**

The amount of your Prior Plan Benefit payable as an early retirement benefit is your Prior Plan Benefit as of your early retirement date, permanently reduced by .5% multiplied by the number of months by which your early retirement date is before your Normal Retirement Date. However, the early retirement benefit with respect to a Prior Plan Benefit based on a benefit that was merged into the Mercy Health Plan from the Suburban Plan, is that Prior Plan Benefit as of your early retirement date, permanently reduced by  $1/180^{\text{th}}$  for each of the first 60 complete calendar months and by  $1/360^{\text{th}}$  for each of the next 60 complete calendar months by which your early retirement date is before your Normal Retirement Date. Further, the early retirement benefit with respect to a Prior Plan Benefit based on a benefit that was merged into the Mercy Health Plan from the Haverford Plan, is that Prior Plan Benefit as of your early retirement date, permanently reduced by .5% for each of the first 60 complete calendar months that your early retirement date

is before your Normal Retirement Date. If payment of a Prior Plan Benefit from the Haverford Plan commences prior to age 60 then the reduction is  $1/3$  plus  $1/360^{\text{th}}$  for each month that benefits commence prior to the first of the month following or equal to your  $60^{\text{th}}$  birthday. You may not elect to begin to receive payment of your vested Prior Plan Benefit in the form of monthly payments beginning before you attain age 55.

## **9. Mercy SEPA Plan Benefit**

If you have a Prior Plan Benefit described in this supplement and an accrued benefit under the Pension Plan of Mercy Health System for Collectively Bargained Colleagues (“Mercy SEPA Plan”):

- (a) If you are employed by Mercy Health System of Southeastern Pennsylvania and any subsidiary of Mercy Health System of Southeastern Pennsylvania that adopted the Mercy Health Plan and not covered by a collective bargaining agreement between the Pennsylvania Association of Staff Nurses & Allied Professionals and Mercy Fitzgerald Hospital and Mercy Suburban Hospital (each a “Labor Agreement”) as of the earliest of (i) your last date of employment with Mercy Health System of Southeastern Pennsylvania, any subsidiary of Mercy Health System of Southeastern Pennsylvania that adopted the Mercy Health Plan and all of their Related Employers, (ii) at the time payment of your Plan benefit begins, or (iii) January 1, 2015, your accrued benefit under the Mercy SEPA Plan will be added to your Prior Plan Benefit described in this supplement and paid under this Plan instead of the Mercy SEPA Plan. In this case, your Mercy SEPA Plan benefit is transferred to and assumed by the Plan and you will not be entitled to receive any benefit under the Mercy SEPA Plan.
- (b) If you are employed by Mercy Health System of Southeastern Pennsylvania and any subsidiary of Mercy Health System of Southeastern Pennsylvania that adopted the Pension Plan of Mercy Health System and covered by a Labor Agreement as of the earliest of (i) your last date of employment with Mercy Health System of Southeastern Pennsylvania, any subsidiary of Mercy Health System of Southeastern Pennsylvania that adopted the Mercy Health Plan and all of their Related Employers, (ii) at the time payment of your Plan benefit begins, or (iii) January 1, 2015, your Prior Plan Benefit described in this supplement will be added to your accrued benefit under the Mercy SEPA Plan and paid under the Mercy SEPA Plan instead of the Plan. In this case, your Prior Plan Benefit is transferred to and assumed by the Mercy SEPA Plan and you will not be entitled to receive any Prior Plan Benefit described in this supplement from the Plan.

## **10. What Happens To My Benefit If I Die Before I Retire?**

In addition to the provisions in the SPD regarding what happens to your benefit if you die before payment begins, if you die before payment of your Prior Plan Benefit begins and you are not married on the date of your death, no preretirement death benefit of your Prior Plan Benefit is payable.