



***Catholic Health East Employee Pension Plan  
Summary Plan Description  
Effective as of January 1, 2017***

This booklet is a Summary Plan Description (SPD) and, along with the SPD supplement(s) applicable to your benefit, summarize the important information contained in the Catholic Health East Employee Pension Plan (Plan). The information contained in this SPD and the SPD supplements is accurate as of January 1, 2017. The provisions of the Plan described in this SPD and the SPD supplements may be changed from time to time.

The Plan, formerly known as the Eastern Mercy Health System Pension Plan, was established effective as of 1988 for the benefit of its eligible colleagues of Eastern Mercy Health System (EMHS). Effective October 1, 1997, Catholic Health East (CHE) was incorporated, in part, as successor to EMHS. The Plan has been amended from time to time to comply with applicable law, to make certain design changes and to reflect the adoption of the Plan by certain of CHE's related entities, as well as the merger of the defined benefit plans of certain of those related entities into the Plan. Following the consolidation of Trinity Health Corporation and CHE in May of 2013, Trinity Health Corporation became the sponsor of the Plan effective July 1, 2014.

The Plan is generally frozen. This means that no additional benefits accrue under the Plan except for interest credits to pension equity and cash balance accounts and certain transition benefits.

The Plan is a tax-qualified defined benefit pension plan and is subject to certain provisions of the Internal Revenue Code of 1986, as amended (Code), but is generally not subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA), because it is a "Church Plan."

The most current version of the SPD and SPD supplements will always be posted on the Retirement Program website at <https://retirementprogram.trinity-health.org>. If you are unable to access the website or print a copy of the SPD and SPD supplements from the website, you may request one from the Trinity Health Pension Plan Office by:

- Phone at 800.793.4733, or

- Regular mail sent to the Trinity Health Pension Plan Office, 20555 Victor Parkway, Livonia, Michigan 48152.

This SPD, along with the SPD supplement(s) applicable to your Plan benefit, are only a summary of your benefits and rights under the Plan. They are not intended to describe every possible situation that could occur, but they do address most situations. It is important that you understand that the SPD and SPD supplement(s) applicable to your Plan benefit cannot cover all of the details of the Plan or how the rules of the Plan apply to every person, in every situation.

If there is a conflict between any of the information in this SPD or an SPD supplement and the terms of the applicable Plan documents, the Plan documents will govern. The formal Plan documents are the only source upon which you may properly rely to determine your benefits and rights under the Plan. The Plan has changed several times over the years, and may be amended again in the future.

At any time, you may review or obtain a copy of the relevant Plan documents. To do so, contact the Trinity Health Pension Plan Office at 800.793.4733 or your local HR Office representative. Although a Trinity Health Pension Plan Office or HR Office representative will help you obtain information about the Plan, the representative cannot make a binding determination as to your rights or benefits under the Plan. Only the Plan Administrator of the Plan has that right.

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## **Understanding the Trinity Health Retirement Program**

The Trinity Health Retirement Program consists of several different retirement plans. Employers affiliated with Trinity Health Corporation participate in one or more of the plans in the Retirement Program. This booklet describes only the Catholic Health East Employee Pension Plan. Please contact your local HR Office or your local Transamerica retirement planning consultant for the sources of retirement income that are specific to you.

## DEFINITIONS

The following provides you with definitions of many of the benefit terms used throughout this SPD. These words, when capitalized, have the meaning set forth below.

**Accrued Benefit** — The sum of your Plan Benefit and Prior Plan Benefit as of a particular date, payable monthly for your lifetime (Life Only Option) beginning at Normal Retirement Age. In other words, the term “accrued benefit” when used in this SPD refers to the total benefit you have earned under the Plan, whether as a Plan Benefit or Prior Plan Benefit or both. To convert your Plan Benefit and Prior Plan Benefit that is a cash balance or pension equity benefit, if applicable, to a monthly benefit, your Plan Benefit or Prior Plan Benefit is divided by a factor to determine an equivalent monthly payment. The factor is based on your age and assumptions about future interest rates and your life expectancy. Please refer to the applicable supplement to this SPD that describes how your Plan Benefit and Prior Plan Benefit, are taken into account in determining your Accrued Benefit. In addition, note that this SPD describes the rules for both a Plan Benefit and a Prior Plan Benefit. However, these provisions will only apply to you if you have earned a Plan Benefit and/or a Prior Plan Benefit. Contact the Trinity Health Pension Plan Office if you are unsure what benefits you are entitled to receive.

**Administrator** — The “Administrator” is the Trinity Health Corporation, Vice President, Total Rewards. The Plan is administered on a day to day basis by the Human Resource Department of Trinity Health Corporation, under the direction and control of the Benefits Committee, which is the official “Plan Administrator.”

**Beneficiary** — The person who may receive your Plan benefit after your death. Your surviving spouse is your Beneficiary if you are married. For Plan purposes, your “spouse” is your legally married spouse determined under the applicable law of the state or foreign jurisdiction where you and your spouse were married. If you are married, you may generally select a Beneficiary other than your spouse, but only with the consent of your spouse. If you are married and designate your spouse as your Beneficiary, and your marriage is later terminated, your former spouse will remain your Beneficiary unless and until you change your Beneficiary or, if you remarry, your new spouse will become your Beneficiary (except as otherwise provided in a Qualified Domestic Relations Order). If you are not married, you generally may select a person or persons to be your Beneficiary. (Some Plan Benefits or Prior Plan Benefits may only pay a death benefit to a spouse, if you have one.) If you are not married and have not designated a Beneficiary, death benefits, if any, will be paid to your estate. You may designate your Beneficiary and change your Beneficiary by using a Beneficiary Designation Form RP-20. You may obtain a Beneficiary Designation

Form RP-20 for the Plan from the Retirement Program website at <http://mybenefits.trinity-health.org/documents/benyform.pdf> or from the Trinity Health Pension Plan Office at 800.793.4733.

**Benefits Committee** — The Trinity Health Benefits Committee. The Benefits Committee is the Plan Administrator.

**Covered Employee** — The Plan is frozen and no new employees are eligible for the Plan. In general, an Employee of a participating Employer was eligible to be covered by the Plan as long as he or she was not a temporary employee, a “leased” employee or other independent contractor, or a union employee unless the collective bargaining agreement with the union provided for coverage under the Plan. In addition, any person who, as to the United States, is a non-resident alien with no U.S. source income from the Employer, and any person who is a member of the clergy or who is a member of and living within a religious community or congregation recognized by the Roman Catholic Church, was not eligible to participate in the Plan.

**Employee** — A person employed by an Employer or a Related Employer as a common law employee.

**Employer** — Trinity Health Corporation is the sponsoring employer. The Employers whose employees have been covered under this Plan include Catholic Health East and each member of the Trinity Health East Group that elected to participate in this Plan before the date it became frozen. A list of the participating Employers may be requested from the Trinity Health Pension Plan Office. Trinity Health Corporation and Trinity Health West/Midwest Group employers are *not* participating Employers in this Plan.

**Freeze Date** — The date that you stopped earning any additional Plan Benefit or Prior Plan Benefit, as applicable and as described in an applicable supplement. Please refer to the supplement for your Plan Benefit and/or Prior Plan Benefit for the applicable Freeze Date.

**Hours of Service** — Each hour you work and are paid, or entitled to be paid, by a participating Employer or a Related Employer for the performance of duties. Hours of Service also include other hours you are paid, or entitled to be paid, by your Employer or a Related Employer, on account of a period of time during which no duties are performed, such as vacations, holidays, illness, incapacity (including short term disability but not long term disability), layoff, jury duty, military duty, on-call status, paid time off (“PTO”), or other approved paid leaves of absence. You do not earn Hours of Service for time during which you receive workers’ compensation or unemployment compensation or for medical reimbursement

payments which solely reimburse you for medical or medically-related expenses incurred by you, or for voluntary cash outs of PTO. You also do not earn Hours of Service with respect to severance pay or salary continuation paid after the last day that you perform services for the Employer. Finally, your service at some participating Employers prior to a specific date may or may not be counted as Hours of Service for purposes of the Plan. To see if you may have excluded or included service, please contact the Trinity Health Pension Plan Office at 800.793.4733.

**Late Retirement Date** — The date that payment of your Accrued Benefit begins after your Normal Retirement Date. It is the first day of a month following your Normal Retirement Date.

**Normal Retirement Age** — Generally, age 65. However, if you are eligible for a Prior Plan Benefit, please see the supplement to this SPD for that Prior Plan Benefit to determine if your Normal Retirement Age for purposes of that Prior Plan Benefit is different than age 65.

**Normal Retirement Benefit** — The amount of your Accrued Benefit payable beginning at your Normal Retirement Date.

**Normal Retirement Date** — The first day of the month on or after the date you reach Normal Retirement Age.

**Plan** — The Catholic Health East Employee Pension Plan.

**Plan Benefit** — Your Plan Benefit, if any, is generally the pension equity plan benefit you earned under the Plan after 2004 until the Plan froze (generally in 2010). It is the actuarial equivalent amount of your Plan Account, as described in the supplement applicable to your Plan Benefit, payable monthly for your lifetime (Life Only Option) beginning on your Normal Retirement Date (or Late Retirement Date, if applicable). Please see the applicable SPD supplement for additional information regarding your Plan Benefit, if any.

**Plan Year** — Same as the calendar year, January 1 – December 31.

**Prior Plan Benefit** — Your Prior Plan Benefit, if any, is the benefit that you accrued under the Plan prior to December 31, 2004, and under each of the following plans that was merged into the Plan:

- St. Francis Medical Center Pension Account Plan (Trenton).
- St. Francis Medical Center Pension Account Plan (Wilmington).

- Mercy Health System of Southeastern Pennsylvania Pension Account Plan.
- Pension Plan of Mercy Health System.
- St. Mary’s Hospital Employees Retirement Plan.
- Marian Community Hospital Employees’ Pension Plan.
- The Pension Plan for Employees of Saint Joseph’s Health System.
- The Retirement Plan for Employees of Holy Cross Hospital.
- The Employees’ Retirement Plan of Our Lady of Lourdes Health Care Services, Inc.
- The Retirement Plan for Employees of Mercy JH Inc.
- The Employees’ Account Balance Retirement Plan of St. Peter’s Hospital of the City of Albany.
- The Pension Plan for Employees of the Sisters of Providence Health System, Inc. an Affiliated Organizations.

Please see the applicable SPD supplement for additional information regarding your Prior Plan Benefit, if any.

**Related Employer** — A group of corporations, trades or businesses (whether or not incorporated) which are under common control, or an “affiliated service group.” For this purpose, there are rules under the Code for determining whether there is common control or whether two or more entities are an affiliated service group. If an Employer is a member of a group of Related Employers, the term “Employer” includes the Related Employers for several Plan purposes including crediting Hours of Service and determining years of Vesting Service.

**Trinity Health** — As used in this SPD, Trinity Health refers not only to Trinity Health Corporation, but also to the participating Employers as well as to all entities that are Related Employers of Trinity Health Corporation, whether or not they are participating Employers.

**Trinity Health East Group** — Includes the entities that are Related Employers of Trinity Health Corporation that were part of the Catholic Health East health system prior to May 1, 2013, and any entity acquired by an East Group employer on or after May 1, 2013, and prior to January 1, 2015.



**Trinity Health West/Midwest Group** — Includes the entities that were part of the Trinity Health Corporation health system prior to May 1, 2013, and any entity acquired by a West/Midwest Group employer on or after May 1, 2013, and prior to January 1, 2015.

**Vesting Service** — Determines your eligibility to receive your Plan benefit upon your termination from employment with Trinity Health (i.e., your termination from employment with all participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers). You earn one year of Vesting Service for working at least 1,000 Hours of Service in a Plan Year. You will not earn **any** Vesting Service for any Plan Year in which you earn less than 1,000 Hours of Service. Service at some participating Employers prior to a specific date may or may not be counted for Vesting Service. Also, special rules may apply in determining the Vesting Service of participants who are colleagues of participating Employers that were acquired by Trinity Health or a Trinity Health East Group employer. To see if you may have excluded or included service, please contact the Trinity Health Pension Plan Office at 800.793.4733.

**Year of Benefit Service** — Used to determine your Plan Benefit, if any, under the Plan. You will not be credited with any Years of Benefit Service after the applicable Freeze Date set forth in the supplement that describes your Plan Benefit, if any. Prior to the applicable Freeze Date, you were credited with one Year of Benefit Service for each Plan Year during which you were a participant in the Plan and credited with at least 1,000 Hours of Service with a participating Employer. You did not receive credit for Years of Benefit Service for periods of employment with an entity before it became a participating Employer, or for periods of employment during which you were not a Covered Employee. However, prior to the applicable Freeze Date, participants who were Covered Employees did receive a partial Year of Benefit Service for the Plan Year in which they terminated from employment with the participating Employers and their Related Employers due to their death or on or after attaining age 60 (age 65 prior to May 2010) calculated pursuant to the following chart:

Hours of Service Credited in Plan Year of Retirement or Death	Year of Benefit Service
100 or less	1/10
101-200	2/10
201-300	3/10
301-400	4/10
401-500	5/10
501-600	6/10
601-700	7/10
701-800	8/10
801-900	9/10
901-1000	1

Special rules may apply with respect to a Prior Plan Benefit and how Years of Benefit Service were determined for certain participants. Please contact the Trinity Health Pension Plan Office at 800.793.4733 for additional information regarding your Years of Benefit Service.

## The Plan Benefit & Prior Plan Benefit

### WHO IS ELIGIBLE TO PARTICIPATE?

Participation in the Plan is “frozen.” This means that no additional colleagues will become participants in the Plan. Please refer to the plan or summary documents that were in effect before the Freeze Date for the eligibility and participation requirements for your Plan Benefit or Prior Plan Benefit.

### HOW IS MY ACCRUED BENEFIT CALCULATED?

Your Accrued Benefit may have the following components:

- A monthly Plan Benefit, and
- A monthly Prior Plan Benefit.

Not all Participants have a Plan Benefit and a Prior Plan Benefit; see below and in the applicable supplement to this SPD to determine what benefit you may be entitled to receive and how it is determined.

### PLAN BENEFIT

You have a Plan Benefit if you worked for a participating Employer that adopted the Plan Benefit formula. The participating Employers that adopted the Plan Benefit formula and the effective date of the participating Employer’s adoption of the Plan Benefit formula are as follows:

<b>Participating Employer</b>	<b>Plan Benefit Effective Date</b>
St. Francis Medical Center (Trenton)	7/1/2004
St. Mary Medical Center (Langhorne)	1/1/2005
Catholic Health East (System Office only)	7/1/2004 – Plan Benefit accruals began 1/1/2005
St. Francis HealthCare Services (Wilmington)	7/1/2005
Mercy Health System of Southeastern Pennsylvania (Non-Union Employees and St. Agnes and Nazareth Employees)	1/1/2006
St. Mary’s Hospital (Athens)	4/1/2008

If you worked for a participating Employer that adopted the Plan Benefit formula on or after the Plan Benefit effective date for that participating Employer shown above, please refer to the applicable supplement for additional information regarding your Plan Benefit.

## **PRIOR PLAN BENEFIT**

If you have a Prior Plan Benefit, please refer to the applicable supplement for additional information regarding your Prior Plan Benefit. Which supplement applies to you will depend on where you worked at the time the benefit was earned.

## **WHEN AM I VESTED?**

When you are vested, the Accrued Benefit you have earned will not be forfeited if you terminate employment. Except as otherwise provided in a supplement regarding the Prior Plan Benefit portion of your Accrued Benefit, you are vested in your Accrued Benefit once you earn five years of Vesting Service or attain Normal Retirement Age while still actively working at Trinity Health, whichever occurs first. You will also be vested in the Plan Benefit portion of your Accrued Benefit if you terminate from employment with Trinity Health due to your death.

In addition to the above, if your employment with your participating Employer terminates on or after January 1, 2015, due to a divestiture, sale or similar transaction that occurs on or after January 1, 2015, and you are actively employed by the participating Employer at the time of such transaction or until some other agreed-upon date in connection with the transaction, you will become vested in your entire Accrued Benefit as of the date of the termination of your employment. You will also become vested in your entire Accrued Benefit if your employment with your participating Employer and all of its Related Employers is involuntarily terminated on or after January 1, 2015, and you receive severance payments in connection with your termination.

If you are not fully vested and do not have any Hours of Service during five consecutive Plan Years, any unvested portion of your Plan benefit will be forfeited at the end of the five year period.

Please call the Trinity Health Pension Plan Office at 800.793.4733 if you have any questions regarding vesting or whether any special vesting rules apply to you.

## **WHEN WILL I BEGIN RECEIVING A BENEFIT?**

### **Normal Retirement Benefit**

Except as provided in a supplement to this SPD that is applicable to your benefit, you are eligible for normal retirement at Normal Retirement Age regardless of your continued employment with Trinity Health or another employer. At Normal Retirement Age, you are entitled to receive a monthly benefit beginning on your Normal Retirement Date payable for your lifetime. The amount of the monthly benefit payments will be equal to the value of your Plan Benefit (determined using the formula described in the

SPD supplement applicable to your Plan Benefit), converted to a monthly benefit, **plus** your Prior Plan Benefit (determined using the formula described in the SPD supplement applicable to your Prior Plan Benefit), or, the value of your Prior Plan Benefit (determined using the formula described in the SPD supplement applicable to your Prior Plan Benefit), converted to a monthly benefit, if your Prior Plan Benefit is a cash balance or pension equity plan benefit.

There is generally no monetary incentive to delay starting your Prior Plan Benefit that is not a cash balance or pension equity plan benefit beyond Normal Retirement Date as the Prior Plan Benefit amount will generally not increase as a result of the delay and you will not receive retroactive payments to your Normal Retirement Date. However, if you continue working for Trinity Health after you reach your Normal Retirement Age and you delay starting your benefit beyond April 1<sup>st</sup> following the calendar year that you attain age 70½, there will be an actuarial adjustment applied to your Prior Plan Benefit that is not a cash balance formula benefit, if applicable, that you earned as of the end of the year you turn age 70½, to reflect the shorter duration during which you will receive your Prior Plan Benefit over your lifetime.

### **Late Retirement Benefit**

You may continue working past Normal Retirement Age. Benefit payments can begin the first day of the month after you apply for benefits. Your late retirement benefit is determined in the same manner as your Normal Retirement Benefit, but is based upon your Plan Benefit and Prior Plan Benefit, if any, at that time. Keep in mind that your Plan Benefit and Prior Plan Benefit, if any, were generally frozen as of the applicable Freeze Date.

### **Early Retirement Benefit**

Except as otherwise provided in a supplement regarding your Prior Plan Benefit, if any, you are eligible to elect a monthly early retirement benefit as early as age 55 if you are vested and have terminated employment with Trinity Health, all participating Employers, and their Related Employers, whether or not they are participating in the Plan. Once you have met these requirements, you may elect to receive your early retirement benefit starting on the first day of any month following your termination of employment.

Your early retirement benefit is determined in the same manner as your Normal Retirement Benefit, but is based on your Plan Benefit and Prior Plan Benefit, if any, at the time of your termination of employment (or the date the benefit was frozen, if earlier). If any portion of your Prior Plan Benefit is based on a cash balance formula, your benefits under the cash balance formula will be based on pay credits earned at the time of your termination of employment or the date the Prior Plan Benefit was frozen, if earlier. Please

refer to the SPD supplement applicable to your Prior Plan Benefit, if any, for additional information regarding the reduction in your Prior Plan Benefit if payment commences before your Normal Retirement Date. If your Plan Benefit is paid as a lump sum after you attain age 60 or at any time if the lump sum present value is \$25,000 or less, the Plan Benefit amount is not actuarially reduced as a result of payment occurring before your Normal Retirement Date.

*If you elect to begin receiving payment of your Plan benefit before your Normal Retirement Date and wish to come back to work for Trinity Health, a participating Employer or any Related Employer, there may be restrictions on the payment of your benefit. Please refer to the “What Conditions Can Affect My Benefit?” section.*

### **Disability Retirement Benefit**

Except as otherwise provided in the supplement applicable to all or a portion of your Accrued Benefit, you may be eligible for a disability retirement benefit at any age as long as you have: (i) not attained Normal Retirement Age at the time your total and permanent disability begins, (ii) five years of Vesting Service, (iii) stopped working at Trinity Health as a result of your disability, and (iv) filed an application for disability retirement benefits with the Administrator no later than one year after the date the determination is made that you are totally and permanently disabled. If you are covered by Social Security, you must receive Social Security disability benefits in order to be considered totally and permanently disabled. If you are not covered by Social Security, the Administrator has the right to determine if you are totally and permanently disabled. In addition, if you are covered by Social Security, the Administrator has the right to determine independently if you are totally and permanently disabled, *even if you have been awarded Social Security disability benefits.*

If you meet all of the requirements, your disability benefits will begin as of the first day of the month following the last day you worked for an Employer due to becoming totally and permanently disabled. However, if you satisfy the requirements to be eligible for a disability retirement benefit except that you file an application for disability retirement benefits with the Administrator more than one year after the date the determination is made that you are totally and permanently disabled, you may still qualify for a disability retirement benefit but only on a prospective basis beginning no earlier than the first of the month during which a completed application for disability retirement benefits is filed with the Administrator.

A disability retirement benefit will be equal to your Plan Benefit, if any, taken as a lump sum (if available) or converted to a monthly amount at the time benefits begin, plus your Prior Plan Benefit that is

a cash balance or pension equity plan benefit, if any, taken as a lump sum (if available) or converted to a monthly amount at the time benefits begin, plus your monthly Prior Plan Benefit that is not a cash balance or pension equity plan benefit at the time benefits begin. If you receive a disability retirement benefit in the form of monthly benefit payments that commence on or after the date that you attain age 55, your Prior Plan Benefit that is not a cash balance or pension equity plan benefit, if any, will be reduced in accordance with the applicable early retirement adjustment factors set forth in the SPD supplement applicable to that benefit. If you receive a disability retirement benefit in the form of monthly benefit payments that commence before the date that you attain age 55, your Prior Plan Benefit that is not a cash balance or pension equity plan benefit will be reduced in accordance with the applicable early retirement adjustment factors from your Normal Retirement Age to age 55 and using the Plan's applicable actuarial adjustment factors from age 55 to your payment commencement date. However, note that some disability retirement benefits with respect to your Prior Plan Benefit may be available without a reduction due to commencement before Normal Retirement Date, as described in the applicable supplement to this SPD. Please note, however, if you elect a disability retirement benefit, the election will apply to your entire vested Accrued Benefit.

Generally, monthly disability benefits are payable only while you continue to be totally and permanently disabled. You may be required to provide evidence that you continue to be totally and permanently disabled in order to continue to receive monthly disability benefits. However, if you recover from a total and permanent disability on or after your Normal Retirement Date, you will continue to receive monthly benefit payments under the Plan and there shall be no change in the monthly benefit payments you receive under the Plan. In addition, if you recover from total and permanent disability and you do not return to employment with Trinity Health, you may elect to receive an early retirement benefit beginning on the first day of any month after you reach age 55.

If you are awaiting determination of total and permanent disability from Social Security and you are otherwise eligible for an early retirement benefit, you may apply for an early retirement benefit from the Plan. If it is then later determined that you are totally and permanently disabled, you may elect to receive a disability retirement benefit if it is more beneficial to you.

Please refer to the supplement(s) to this SPD applicable to your Accrued Benefit for any special provisions regarding disability retirement benefits.

## **Deferred Vested Benefit**

If you have a vested Accrued Benefit and your termination of employment with Trinity Health and all of the participating Employers occurs before you are old enough to receive a normal retirement benefit, except as otherwise provided in a supplement to this SPD, , you will generally be eligible for a deferred vested benefit from the Plan commencing any time after age 55. If you begin receiving your benefit prior to your Normal Retirement Age, it is calculated in the same manner as your early retirement benefit and is subject to the same reductions if payable before Normal Retirement Age. Except as otherwise provided in a supplement to this SPD, in no event may you elect to receive payment of all or part of your vested Accrued Benefit in the form of monthly payments prior to the date you turn age 55.

## **HOW DO I APPLY FOR BENEFITS?**

When your employment with Trinity Health terminates the Trinity Health Pension Plan Office will mail information regarding your Accrued Benefit to you at your address on file. If you are eligible to begin receiving your benefit at that time, the appropriate election forms and a benefit calculation will be included in your mailing. If you are not eligible for your Accrued Benefit when your employment terminates (for example, you are not eligible for a lump sum and you are not eligible for an early retirement benefit) or you choose to delay receipt of your benefit, it is up to you to contact the Trinity Health Pension Plan Office at 800.793.4733 to apply for your benefit. The Trinity Health Pension Plan Office will then mail you the appropriate election forms and a benefit calculation at your address on file with the Trinity Health Pension Plan Office.

If your employment has terminated and you have not already elected to begin receiving your Plan benefit, shortly before you reach Normal Retirement Age, the Trinity Health Pension Plan Office will again mail information regarding your Accrued Benefit to your address on file. Please note that there is generally no advantage to waiting until after your Normal Retirement Age (generally age 65) to begin receiving your Prior Plan Benefit that is not a cash balance or pension equity plan benefit, if any. The monthly amount of your Prior Plan Benefit that is not a cash balance or pension equity plan benefit will not increase if you delay starting your payments after you reach your Normal Retirement Date unless you are eligible for a transition benefit. In addition, you will not receive back payments if you file for your benefits after your Normal Retirement Date.

If your employment has not terminated, the Trinity Health Pension Plan Office will mail information regarding your Accrued Benefit, along with the appropriate election forms and a benefit calculation, to your address on file shortly before you turn your Normal Retirement Age. Again, note that there is



generally no advantage to waiting until after your Normal Retirement Date to begin receiving your Prior Plan Benefit that is not a cash balance or pension equity plan benefit.

If you, your spouse, or your Beneficiary think you are eligible for disability or death benefits, it is up to you, your spouse, or your Beneficiary to contact the Trinity Health Pension Plan Office at 800.793.4733 to request your Plan benefit. **It is ultimately your responsibility to apply for your own benefit. If you do not apply for your Plan benefit in a timely manner, the Plan will not pay your benefit retroactively.**

To receive payment of your Plan benefit, you must either:

- (1) Mail the original, completed signed and dated election forms and any required supporting documentation to the Trinity Health Pension Plan Office at:

Trinity Health Pension Plan Office  
20555 Victor Parkway  
Livonia, Michigan 48152

-OR-

- (2) Fax the signed and dated election forms and any supporting documentation to the Trinity Health Pension Plan Office at 312.957.2528.

You must submit the completed election forms to the Trinity Health Pension Plan Office as soon as possible after you receive the forms, but no more than 90 days before the date you want payments to begin. Also, you must furnish any required information such as proof of your age and your spouse's age, a complete copy of any divorce documents, and your spouse's death certificate, if applicable, to the Trinity Health Pension Plan Office along with the election forms. If the Trinity Health Pension Plan Office does not receive your completed election forms and additional required information within 90 days of the print date on the top of Form #1 in Your Personalized Pension Benefit Forms Packet, your entire benefit will have to be recalculated with a new benefit commencement date. You will need to make a new written request to the Trinity Health Pension Plan Office (at the address above) to receive your Plan benefit. Your benefit payment amount will then be recalculated and the Trinity Health Pension Plan Office will send you new election forms and a new benefit calculation. In order to receive payment of your benefit, you must submit the new election forms and any additional required information within 90 days of the print date on the top of Form #1 in Your Personalized Pension Benefit Forms Packet or your entire benefit will have to be recalculated again. It is important to submit your forms on time if you want your benefit to start as soon as possible. Please note that the Plan will not pay benefits retroactively.

Failure to submit your election forms and any additional required information within the timeframe indicated on Form #1 will result in a new benefit calculation with a new benefit commencement date.

**Notwithstanding the above, you must begin receiving your retirement benefit by April 1 of the year after the calendar year in which your employment with Trinity Health terminates or you reach age 70½, whichever is later. Before this date, your benefit will not be paid unless and until you (or your spouse or Beneficiary, if applicable) apply for your benefit in accordance with the procedures set forth in this SPD.**

## **HOW WILL MY BENEFIT BE PAID?**

Generally, you may elect to have your Accrued Benefit paid in any of the ways shown below. Your monthly payments under the Plan's benefit formula reflect a benefit payable for your life only. Therefore, benefits under a monthly payment option that provides for continued benefits to a beneficiary after your death will be a lower amount per month than the monthly payments you would receive under the Life Only Option in order to provide for benefits payable over a longer expected timeframe. The monthly payment forms shown below are available only if you are at least age 55 or you are receiving a disability retirement benefit. Please refer to the supplement applicable to your Prior Plan Benefit, if any, for purposes of determining if it is payable other than in the ways shown below.

### **Major exceptions:**

- If the present value of your vested Plan Benefit, if any, is \$5,000 or less, it is payable only in the form of a single lump sum payment and spousal consent for the lump sum payment is not needed.
- If the present value of any vested Prior Plan Benefit that you have is \$5,000 or less, it is payable only in the form of a single lump sum payment and spousal consent for the lump sum payment is not needed.
- If a portion of your vested Accrued Benefit is not payable in the form of a lump sum, you may not elect to receive payment of that portion of your Accrued Benefit and defer distribution of any other portion of your Accrued Benefit to a later date.
- If you may elect to receive a portion of your vested Accrued Benefit in the form of a lump sum before commencing receipt of the rest of your vested Accrued Benefit but you elect to receive the portion of your Accrued Benefit payable in the form of a lump sum in the form of monthly payments, you cannot defer receipt of the rest of your vested Accrued Benefit and payment of your entire vested Accrued Benefit must begin on the same date.
- Only one form of monthly payment may be elected for your entire Accrued Benefit. For example, you cannot elect to receive your Plan Benefit in the form of a Life Only Option and elect to receive your Prior Plan Benefit in the form of a Joint and Survivor Option.

### **Life Only Option**

Monthly benefits continue only during your lifetime. Upon your death, all benefits stop. There is no Beneficiary. All of the prior examples assume that benefits will be paid in the Life Only Option form. The Life Only Option is the “normal” payment form and all other options are actuarially equivalent to the Life Only Option. However, because benefits are potentially payable to more than one person under the other options, the monthly amounts are lower based on factors set forth in the Plan.

### **Ten Years Certain And Life Option**

Under this optional form of benefit, monthly payments reduced from your Life Only Option benefit will be paid to you for your life, but if you die before 10 years (or 120 months) of monthly benefits have been paid, payments will be continued to your designated Beneficiary until the remainder of the 120 monthly payments have been made. If your designated Beneficiary dies before you have received 120 monthly payments, you may designate a new Beneficiary to receive the remaining payments due after your death, if any.

### **Joint And Survivor Option**

Reduced monthly benefit payments are made for your life. Upon your death, monthly payments will continue to your Beneficiary, if surviving, for the rest of his or her life equal to 50% or 100% of the benefit you were receiving prior to your death. When you retire, you elect the percent of your benefit your Beneficiary will receive if you die first. You may not be eligible to elect a 100% survivor annuity if your Beneficiary is not your spouse and is more than 10 years younger than you. Once payments begin, no other Beneficiary can be designated, even if your named Beneficiary predeceases you or your marriage is terminated.

Joint and Survivor Option benefits are reduced based on the percent of the Survivor Annuity and the age of your Beneficiary, meaning that, generally, the younger your Beneficiary, the smaller your benefit. Your Joint and Survivor Option benefit will never be greater than your Life Only Option benefit.

### **Joint And Survivor Option Example:**

At her Normal Retirement Date, Barb’s Life Only benefit is \$500 per month. Her husband is three years younger than she. As such, her benefit, payable as a 50% Joint and Survivor benefit, is equal to 91.856% of the Life Only benefit. Therefore, during her lifetime she will receive \$459.28 per month, and if her husband survives her, he will receive one-half of this amount, or \$229.64 per month, for the rest of his life. If she had elected the 100% Joint and Survivor option, the reduction would have been greater. The

reductions in this example are based on actuarial factors set forth in the Plan document for the Plan Benefit. Factors applicable to Prior Plan Benefits vary.

### **Lump Sum Option**

- This is the only payment option available to you with respect to your vested Plan Benefit, if any, if the present value of your vested Plan Benefit, if any, is \$5,000 or less. Spousal consent for the lump sum payment is not needed. However, your Plan Benefit will not be distributed prior to your election except that you must begin receiving your Plan benefit by the April 1 of the year after the later of the year in which your employment with Trinity Health terminates or the year in which you reach age 70½.
- This is the only payment option available to you with respect to any vested Prior Plan Benefit if the present value of the vested Prior Plan Benefit, if any, is \$5,000 or less. Spousal consent for the lump sum payment is not needed. However, your Prior Plan Benefit will not be distributed prior to your election except that you must begin receiving your Plan benefit by the April 1 of the year after the later of the year in which your employment with Trinity Health terminates or the year in which you reach age 70½.
- If you are at least age 55 and you have terminated from employment with Trinity Health (i.e., you terminate from employment with all participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers) or you have reached Normal Retirement Age, you may elect to receive the portion of your vested Accrued Benefit attributable to your vested Plan Benefit in the form of a single lump sum payment and defer distribution of your Prior Plan Benefit until the April 1 of the year after the calendar year in which you reach age 70½.;
- If you have terminated from employment with Trinity Health (i.e., you terminate from employment with all participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers) and the present value of your vested Plan Benefit, if any, is \$25,000 or less, you may elect to receive your vested Plan Benefit in the form of a single lump sum payment and defer distribution of your Prior Plan Benefit until the April 1 of the year after the calendar year you reach age 70½. ● If you have terminated from employment with Trinity Health (i.e., you terminate from employment with all participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers) or you have reached Normal Retirement Age and your vested Prior Plan Benefit is payable in the form a lump sum, you may elect to receive your vested Prior Plan Benefit in the form of a single lump sum payment and defer distribution of your Plan Benefit until the April 1 of the year after the calendar year you reach age 70½ ; however, if your Prior Plan Benefit is not payable in the form of a single lump sum payment, you may not elect to receive your Prior Plan Benefit and defer distribution of your Plan Benefit.

If you are married, and the lump sum amount of your Plan Benefit exceeds \$5,000, your spouse must consent in writing to your election unless you elect to receive your entire Plan Benefit in the form of a Joint and Survivor Option with your spouse as the Beneficiary. Similarly, if you are married, and the lump sum amount of any Prior Plan Benefit exceeds \$5,000, your spouse must consent in writing to your election unless you elect to receive that entire Prior Plan Benefit in the form of a Joint and Survivor

Option with your spouse as the Beneficiary. Your spouse's consent must be notarized or witnessed by a representative of the Trinity Health Pension Plan Office. Lump sum payments can be made in the form of a direct rollover to another employer's qualified retirement plan, 403(b) plan or certain governmental 457(b) plans (if the plan you select accepts rollovers), your account in the Trinity Health 403(b) Retirement Savings Plan or Trinity Health 401(k) Retirement Savings Plan, if any, or to an IRA (including a Roth IRA).

## **WHAT CONDITIONS CAN AFFECT MY BENEFIT?**

### **What Happens To My Benefit If I Transfer?**

If you transfer from one participating Employer to another without interruption and you remain an eligible colleague, you keep your Benefit Service, Vesting Service, and compensation for Plan purposes earned before the transfer and continue earning Vesting Service for Plan purposes. You do not generally continue to earn Benefit Service or compensation after the applicable Freeze Date for your benefit, except for certain participants who are eligible for a transition benefit.)

If you transfer from a participating Employer to a non-participating employer that is a Related Employer of a participating Employer, you no longer earn Benefit Service and your compensation for Plan purposes will no longer be taken into account for purposes of determining your Plan benefit prior to the applicable Freeze Date. However, you will continue to earn Vesting Service.

### **What Happens To My Plan Benefit If I Am On Military Duty?**

If you are on military duty and return to employment within the prescribed period of time, you will earn Benefit Service (generally before the applicable Freeze Date for your benefit) and Vesting Service for the period while you were on military duty based on your work week immediately preceding the absence. Your compensation for Plan purposes will be based on the compensation for Plan purposes that you would have received if you were not on military duty (generally before the applicable Freeze Date for your benefit). If this amount is not reasonably certain, your compensation for Plan purposes will be based on the average rate of compensation that you received from your participating Employer during the twelve month period immediately before your military duty began (or, if you were employed by your participating Employer for less than twelve months immediately before your military duty began, the average rate of your compensation for Plan purposes that you received from your participating Employer during that period of employment, generally before the applicable Freeze Date for your benefit).

### **What If I Terminate Prior To Five Years Of Vesting Service?**

Except as otherwise provided in a supplement to this SPD applicable to your Prior Plan Benefit, if any, unless your employment terminates on or after you reach Normal Retirement Age, you will not be entitled to a Plan Benefit or Prior Plan Benefit unless you have five years of Vesting Service.

If you do not have a vested Plan benefit and you do not have any Hours of Service during five consecutive Plan Years, except as otherwise provided in a supplement to this SPD applicable to your Prior Plan Benefit, any unvested portion of your Plan Benefit and Prior Plan Benefit will be forfeited.

### **What Happens To My Benefit If I Continue or Return To Work After Retirement?**

Once you begin receiving a monthly benefit from this Plan, regardless of your age, you can continue receiving your benefit while working for an employer *other than* a participating Employer or Trinity Health. If you wish to continue, or return to employment, with a participating Employer or Trinity Health, there are different rules that apply to you depending on your age.

#### **Under Normal Retirement Age**

If you are *under Normal Retirement Age*, there must be a bona fide termination of your employment with Trinity Health for you to begin receiving monthly payments of your Accrued Benefit. A bona fide termination occurs if, at the time your employment terminates, there is no understanding that you will be reemployed and you remain unemployed by Trinity Health and all other participating Employers for at least 120 consecutive days following your termination from employment (measured beginning on the last day of the last payroll period for which you are paid by any of the participating Employers or any of the participating Employers' Related Employers). These rules are strictly enforced.

If you are reemployed by Trinity Health before you reach Normal Retirement Age and after incurring a bona fide termination of employment, and you are receiving monthly benefit payments, your monthly benefit payments will continue as is. You generally cannot elect a new form of benefit payment or designate a new Beneficiary or contingent annuitant when you terminate employment or reach Normal Retirement Age.

If you are reemployed by Trinity Health before you reach Normal Retirement Age and before incurring a bona fide termination of employment, and you are receiving monthly benefit payments, your monthly benefit payments will be immediately suspended on the first day of the month coinciding with or following the date you are reemployed until you reach Normal Retirement Age or terminate your employment with Trinity Health.

### ***No Suspension of Monthly Payments***

If the monthly payment of your benefit is not suspended under the conditions set forth above, your monthly benefit payments will not be recalculated unless you are eligible for a transition benefit with respect to your Prior Plan Benefit, in which case your benefit may be recalculated through the date you cease to accrue the Prior Plan Benefit. Please refer to the supplement to this SPD applicable to your Prior Plan Benefit to determine if you are eligible for a transition benefit. Please contact the Trinity Health Pension Plan Office for additional information.

### ***Suspension of Monthly Payments***

If the payment of your monthly benefit is suspended under the conditions set forth above, at the time your employment with Trinity Health terminates (i.e., you must terminate from employment with all participating Employers and all of the participating Employers' Related Employers, whether or not they are participating Employers) or you reach Normal Retirement Age, your benefit will be recalculated to take into account any additional Prior Plan Benefit you may have earned if you are eligible for a transition benefit with respect to your Prior Plan Benefit. Your recalculated Prior Plan Benefit is offset by the value of the accumulated monthly benefit payments you have received. This may result in no increase to your Prior Plan Benefit.

If the payment of your monthly benefit was suspended during your period of reemployment, you will be able to elect a new form of monthly benefit payment only when you are eligible to start your benefit again and if you have earned an additional benefit. If you are entitled to elect a new form of monthly benefit payment but you do not elect a new form of monthly benefit payment for any reason, your prior election, including your designated Beneficiary or contingent annuitant, shall continue. Please contact the Trinity Health Pension Plan Office for additional information.

### **Over Normal Retirement Age**

If you are over Normal Retirement Age, you may begin to receive your benefit regardless of your continued employment with Trinity Health. Based on your election, your benefit may start any time after the date you reach Normal Retirement Age. Generally, there is no advantage to waiting until after Normal Retirement Age to begin receiving your Accrued Benefit under the Plan because, other than due to interest credits on a cash balance type benefit or the factors used to convert a pension equity type benefit to a monthly benefit, it won't increase thereafter. There are no restrictions on the number of hours you can work, nor are you required to first terminate employment.

If you continue to work for a participating Employer or you are reemployed by a participating Employer, your monthly benefit payments will not be recalculated unless you are eligible for a transition benefit with respect to your Prior Plan Benefit, in which case your benefit may be recalculated through the date you cease to accrue the Prior Plan Benefit. Please refer to the supplement to this SPD applicable to your Prior Plan Benefit to determine if you are eligible for a transition benefit. Please contact the Trinity Health Pension Plan Office for additional information.

## **WHAT HAPPENS TO MY BENEFIT IF I DIE BEFORE I RETIRE?**

If you die before payment of your Plan Benefit or Prior Plan Benefit begins, your spouse or other Beneficiary to the extent provided under the supplement applicable to your Prior Plan Benefit will receive a pre-retirement death benefit if you:

- were an active participant with a vested Plan Benefit and/or Prior Plan Benefit,
- had attained Normal Retirement Age while still earning Vesting Service in the Plan, or
- were a former participant entitled to a deferred vested benefit.

### **If You Are Married...**

If you die *on or after* age 55 and the value of your vested Prior Plan Benefit that is not a cash balance or pension equity account balance benefit payable to your spouse is more than \$5,000, your spouse will receive the 50% survivor annuity portion of your Prior Plan Benefit determined as if you had retired on the day before your death and elected a 50% Joint and Survivor Option plus 100% of your vested Plan Benefit (converted to an equivalent monthly benefit) and vested Prior Plan Benefit that is a cash balance or pension equity account balance benefit (converted to an equivalent monthly benefit) . Alternatively, your spouse may elect to receive 100% of your vested Plan Benefit and vested Prior Plan Benefit that is a cash balance or pension equity account balance benefit and the present value of the 50% survivor annuity portion of your vested Prior Plan Benefit that is not a cash balance or pension equity account balance in the form of a lump sum payment. If the value of your vested Plan Benefit payable to your spouse is \$5,000 or less, it will be paid as a lump sum. If the value of any vested Prior Plan Benefit payable to your spouse is \$5,000 or less, it will be paid as a lump sum.

If you die *before* age 55 and the value of your vested Prior Plan Benefit that is not a cash balance or pension equity account balance benefit payable to your spouse is more than \$5,000, your spouse will receive an amount actuarially equivalent in value to what would have been paid had you terminated employment on your date of death (or actual date of termination, if earlier), survived to age 55 and retired on your 55th birthday with a 50% Joint and Survivor Option for your Prior Pension Benefit plus 100% of



your vested Plan Benefit (converted to an equivalent monthly benefit) and vested Prior Plan Benefit that is a cash balance or pension equity account balance benefit (converted to an equivalent monthly benefit) and then died the next day. Your spouse may elect to receive 100% of your vested Plan Benefit and vested Prior Plan Benefit that is a cash balance or pension equity account balance benefit plus the present value of the Beneficiary's portion of the 50% Joint and Survivor Option of your vested Prior Plan Benefit that is not a cash balance or pension equity account balance to which she or he is entitled in the form of a lump sum payment instead of the form of a monthly annuity. If the value of your vested Plan Benefit payable to your spouse is \$5,000 or less, it will be paid as a lump sum. If the value of any vested Prior Plan Benefit payable to your spouse is \$5,000 or less, it will be paid as a lump sum.

If you are entitled to a Prior Plan Benefit, please refer to the supplement to this SPD applicable to that benefit to determine if the death benefit payable if you die before payment of the Prior Plan Benefit begins is different from what is described above.

However, if you die after having elected a form of benefit payment (including filing your election with the Administrator) but before payment of your Plan benefit begins, your election will be effective and what, if any, death benefit is payable will be based on the form of payment you elected.

Benefits will begin as early as the month following your death and after your spouse elects to receive the payment unless your spouse elects to defer payment of benefits until you would have reached Normal Retirement Age. However, if the value of the vested Plan Benefit payable to your spouse is \$5,000 or less, it will be paid to your spouse in a single lump sum payment. Similarly, if the value of any vested Prior Plan Benefit payable to your spouse is \$5,000 or less, it will be paid to your spouse in a single lump sum payment.

You may elect someone other than your spouse as your pre-retirement death Beneficiary for your Plan Benefit and any Prior Plan Benefit to the extent provided under the supplement applicable to any Prior Plan Benefit, but only if your spouse signs a waiver form consenting to your designation of someone else as your Beneficiary. The spousal waiver and Beneficiary Form RP-20 may be obtained from the Retirement Program website at <http://mybenefits.trinity-health.org/documents/benyform.pdf> or from the Trinity Health Pension Plan Office at 800.793.4733.

### **If You Are Not Married or You Are Married and Elect a Beneficiary Other than Your Spouse...**

If you are not married, a lump sum for your Plan Benefit and any Prior Plan Benefit to the extent provided under the supplement applicable to any Prior Plan Benefit will be issued to your estate unless you have

completed a Beneficiary Form RP-20 and provided it to the Trinity Health Pension Plan Office. If you are married and there is a Beneficiary Form RP-20 on file with the Trinity Health Pension Plan Office naming a Beneficiary other than your spouse, except as otherwise provided in a supplement applicable to your Prior Plan Benefit, your named Beneficiary will receive a lump sum benefit. Except as otherwise provided in a supplement applicable to your Prior Plan Benefit, the amount of the lump sum benefit payable to your Beneficiary or estate is equivalent in value to the death benefit described above for a married participant assuming a spouse of the same age. You may obtain a Beneficiary Designation Form RP-20 for the Plan from the Retirement Program website at <http://mybenefits.trinity-health.org/documents/benyform.pdf> or from the Trinity Health Pension Plan Office at 800.793.4733.

Again, however, if you die after having elected a form of benefit payment (including filing your election with the Administrator) but before payment of your Plan benefit begins, your election will be effective and what, if any, death benefit is payable will be based on the form of payment you elected.

#### **WHAT HAPPENS TO MY BENEFIT IF I DIE AFTER RETIREMENT BEGINS?**

If you have already retired and have begun to receive benefits, the availability of a death benefit for your spouse, Beneficiary, or survivor will be determined by the optional form of benefit payment you selected at the time you retired. If you elected the Life Only Option, benefits generally cease at your death and no death benefits are payable.

#### **WHAT IF I AM NOT SATISFIED WITH THE DETERMINATION OF MY BENEFIT?**

The Administrator is responsible for determining the amounts payable from the Plan and advising each participant or Beneficiary of those amounts. The Administrator will either approve your application for benefits or explain in writing why your claim is being denied (by referring to specific Plan provisions) and how applications are reviewed. Generally, written notice of the disposition of a claim will be furnished to you within 90 days (180 days in certain circumstances) after the claim is filed.

If your request for benefit payments is denied, in whole or in part, you or your authorized representative has the right to request a review of the denial. A written appeal must be made to the Plan Administrator within 60 days of receipt of the written notice of denial; otherwise you will be deemed to have waived your right to appeal. In your appeal, you may include any other information you consider pertinent to the Plan Administrator's reconsideration of your request. You or your designated representative may review all Plan documents and other papers that affect the claim. You will receive a written notification of the Plan Administrator's decision within 60 days of your appeal (120 days in special circumstances). The

final determination notice will inform you of the decision and the specific reasons for the decision, including references to Plan provisions upon which the determination is based.

In addition to the general claims procedures set forth above, the following special procedures apply to disability retirement benefit claims:

- If the Administrator denies your disability retirement benefit claim, in whole or in part, you will be notified in writing why your claim is being denied (by referring to specific Plan provisions) and how applications are reviewed within a reasonable period of time, but not later than 45 days after receipt of the claim by the Administrator. If the Administrator determines that, due to matters beyond control of the Plan and Administrator, a decision on your disability retirement benefit claim cannot be reached within 45 days, an additional 30 days may be provided and the Administrator will notify you of the extension before the end of the original 45-day period. The 30-day extension may be extended for a second 30-day period, if before the end of the original extension, the Administrator determines that, due to circumstances beyond the control of the Plan and Administrator, a decision cannot be made within the original 30-day extension period.
- You have 180 days following receipt of a disability retirement benefit denial in which to file a written appeal of the denial with the Plan Administrator.
- If you file your written appeal timely, the Plan Administrator will review your appeal and notify you of its determination within a reasonable period of time, but not later than 45 days after its receipt of your written appeal. If the Plan Administrator determines that special circumstances (such as the need to hold a hearing) require an extension of time for processing the appeal, the Plan Administrator will notify you of the extension before the end of the initial 45 day period. Such an extension, if required, shall not exceed 45 days.

### **Statute of Limitations**

Any legal action against the Plan must be filed within one year after the time that the Plan's claims process has been completed, or if earlier, two years from the date the claimant knew or should have known that a claim existed.

### **Who administers the Plan?**

The Administrator supervises the day-to-day administration of the Plan. The Administrator may interpret the terms and provisions of the Plan as necessary to its administration, and has the authority to make decisions regarding administration issues that are not directly covered by the terms of the Plan or

applicable law, and to maintain a record of such policies and decisions for future reference. These policies and decisions shall be deemed a part of the Plan unless inconsistent with its terms. The governing body of the Plan is the Plan Administrator (the Benefits Committee), which appoints the Administrator, interprets the Plan, establishes the administrative structure of the Plan, and sees to its overall operation. Service of legal process may be made upon the Plan Administrator.

### **How is the Plan funded?**

Your benefits under the Plan are funded entirely by contributions from the participating Employers. The amount of the annual contribution is determined by the Plan Administrator after consultation with an independent actuarial firm.

The contributions are held in trust by the Trustee. The assets in the Trust are invested by investment managers selected by the Trinity Health Treasury Department. The Benefits Committee and the Investment Subcommittee of the Stewardship Committee of the Board of Directors (“Investment Subcommittee”) monitor the selection, performance and evaluation of the investment manager(s) appointed by the Trinity Health Treasury Department to manage and invest the assets of the Plan. The books and records of the Plan are kept on a calendar year basis, which is the Plan Year.

### **DOES THE FEDERAL GOVERNMENT INSURE MY PLAN BENEFITS?**

Because the Plan is exempt from the requirements of ERISA (the Employee Retirement Income Security Act of 1974) as a “Church Plan,” benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation.

## **Plan Legal Information**

### **WHAT HAPPENS TO MY RETIREMENT BENEFITS IN THE EVENT I GET DIVORCED AND PART OF THE SETTLEMENT INCLUDES A QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)?**

If you are divorced, the court may enter a Qualified Domestic Relations Order (QDRO). QDROs specify that a part of your Plan benefit be paid to someone else (such as a spouse, former spouse, child, or other dependent). The Plan allows for immediate distribution to alternate payees who are assigned part of your benefit under a QDRO. You will be notified if Trinity Health receives a QDRO and what effect the QDRO has on your retirement benefits. You may obtain a copy of the Plan's procedures governing QDRO determinations from the Plan Administrator without charge. Model QDRO forms are also available from the Trinity Health Pension Plan Office by calling 800.793.4733.

### **CAN THE PLAN BE AMENDED OR TERMINATED?**

Participation in the Plan is not a guarantee of continued employment with Trinity Health or a participating Employer, nor is it a guarantee that the retirement benefit levels will remain unchanged in future years. Trinity Health Corporation intends to continue the Plan indefinitely, but reserves the right to amend, modify, suspend or terminate the Plan, in whole or in part, at any time, without the consent of the Employers, participants, spouses, beneficiaries, contingent beneficiaries or any person or persons claiming through them. An amendment, modification, suspension or termination of the Plan may be made for any reason and may, in certain circumstances, result in the reduction or elimination of benefits or other features of the Plan to the extent allowed by law. If the Plan is wholly or partially terminated and you are a Trinity Health colleague at the time of the termination, you will become fully vested in the benefits you earned as of the date of Plan termination, and distributions will be made in accordance with the provisions of the Plan.

In addition, to Trinity Health Corporation's ability to amend the Plan, the Benefits Committee, Administrator and Executive Leadership Team ("ELT") of Trinity Health Corporation have the right, at any time, without the consent of the Employers, participants, spouses, beneficiaries, contingent beneficiaries or any person or persons claiming through them, to modify or amend, any or all of the provisions of the Plan if the amendment does not (i) have a material adverse financial impact on the Plan or the Employers, (ii) materially expand the authority of the Benefits Committee, Administrator and ELT of Trinity Health Corporation, respectively, or decrease the authority of the Board of Directors of Trinity Health Corporation, or (iii) materially change or increase the benefits provided under the Plan. Material amendments must be approved by the Board of Directors of Trinity Health Corporation.

The Plan may not be modified or amended simply by representations, oral or otherwise, that may be made to you concerning the Plan. Accordingly, you should not consider the Plan to have been amended based on assertions made by a supervisor or a Human Resources representative, for instance. If you received information that is contrary to the terms of the Plan or this SPD, please contact the Plan Administrator for clarification or confirmation.

**WHAT IS THE PLAN YEAR?**

The Plan Year is the 12-month period commencing on January 1 and ending on December 31.

**IS THERE A MAXIMUM BENEFIT?**

The Internal Revenue Code limits the retirement benefits payable and the Plan compensation that may be considered under the Plan for highly compensated colleagues. If these maximums affect you, your Plan benefit is adjusted to comply with the limits.

## **Important Plan Information**

**Plan Name:** Catholic Health East Employee Pension Plan

**Plan Number:** 016

**Employer Identification Number:** 35- 1443425

**Plan Year:** The same as calendar year, January 1 – December 31

**Plan Administrator:**

Trinity Health Benefits Committee  
20555 Victor Parkway  
Livonia, Michigan 48152  
800.793.4733  
312.957.2528 (facsimile)

**Administrator:**

Trinity Health Corporation  
Attn: Vice President, Total Rewards  
20555 Victor Parkway  
Livonia, Michigan 48152  
800.793.4733  
312.957.2528 (facsimile)

**Plan Trustee:**

The Northern Trust Company  
50 South LaSalle Street  
Chicago, IL 60603

**Type of Plan:** Defined Benefit

### **AGENT FOR SERVICE OF PROCESS**

The law requires someone to be named as Agent for Service of Process. That is, someone to whom court papers may be given officially if a court dispute does arise. The person currently named as the Agent for Service of Process is CT Corp., which may be served with process at 30600 Telegraph Road, Bingham Farms, Michigan 48025. Process also may be served upon the Plan Administrator at the address given above.