

**THE CHAMBERSBURG HOSPITAL PENSION PLAN  
FOR UNION REPRESENTED EMPLOYEES**

**SUMMARY PLAN DESCRIPTION**

July 1, 2018

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## **A. Introduction**

The Chambersburg Hospital (the "Hospital") adopted The Chambersburg Hospital Employees Pension Plan (the "Plan"), effective July 1, 1965, to provide retirement benefits to its eligible employees. The Plan, later The Chambersburg Hospital Employees' Pension Plan for Employees Represented for Collective Bargaining by the Chambersburg Hospital Employees Association, has been amended and restated from time to time. In 1989 the Plan was restated to reflect all changes to the Plan through July 1, 1988 and to change the name of the Plan to The Chambersburg Hospital Pension Plan for Union Represented Employees. Effective July 1, 1997, the Plan was again amended and restated. The Plan was most recently amended and restated, effective July 1, 2018. This document describes the terms of the Plan and is generally applicable only to individuals actively employed by the Hospital on or after July 1, 2018.

This booklet is not the Plan itself, but is designed to describe briefly the retirement benefits provided by the Plan, without going into all of the refinements and details in the Plan documents. The legal rights and obligations of any person having an interest in the Plan are determined solely by the Plan documents. In the event of any discrepancy between this summary and the official documents, the Plan documents always govern. If you wish to see a copy of the official Plan documents, you may do so by contacting the Plan Administrator (see Section B for the identity of the Plan Administrator).

## **B. General Information**

Plan Name: The Chambersburg Hospital Pension Plan for Union Represented Employees

### *Plan Sponsor:*

The Chambersburg Hospital  
112 North Seventh Street  
Chambersburg, PA 17201

Employer Identification Number: 23-0465970

The employer identification number for the Hospital is used for filing Plan information returns with the Internal Revenue Service and the Department of Labor

Plan Number: 001

Plan Type: Defined Benefit Plan.

Plan Year: The Plan Year begins each July 1 and ends each June 30

Plan Administrator:

The Plan's Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, provides you with the forms you need to complete for Plan participation, and directs the payment of your benefit at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

The Plan Administrator is the administrative pension plan committee as appointed by the board of directors of the Hospital Plan Administrator. The address and telephone number of the Plan Administrator is:

Union Pension Plan Committee c/o The Chambersburg Hospital  
112 North Seventh Street  
Chambersburg, PA 17201  
(717) 267-7910

Agent for Service of Legal Process: The Plan Administrator.

Plan Trustee:

The Plan Trustee(s) is the party or parties appointed by the board of directors of the Hospital. Management of the Plan's assets is the responsibility of the Trustee(s). All money that is contributed to the Plan is held in a trust fund. The Trustee(s) are responsible for the safekeeping of the trust fund and must hold and invest Plan assets in a prudent manner and in the best interest of you and your beneficiaries. The address and telephone number of the Trustee are:

The Chambersburg Hospital  
112 North Seventh Street  
Chambersburg, PA 17201 (717) 267-7910

Special Trustee: The employer has appointed every individual Trustee as having the duty to collect any contributions that are owed to the Plan.

**C. The Plan**

1. What is the Chambersburg Hospital Pension Plan for Union Represented Employees?

The Plan, a defined benefit pension plan, is designed to provide you with income upon your retirement. Under the Plan, the Hospital makes such contributions from time to time (in accordance with legal requirements) as it deems necessary to provide the benefits described under the Plan. When you retire, you can choose to receive your benefit in one of several payment methods. Also, you do not have to contribute anything in order to participate in, or to receive benefits from, the Plan. All contributions to the Plan are made by the Hospital.

In addition, you are entitled to receive your benefit if you leave your employment with the Hospital after having completed five years of service. For Plan participants hired or rehired on or after December 31, 2008, you are entitled to benefits after completing three years of service. In other words, your benefit is portable.

#### **D. Participation**

##### **1. Who is eligible to participate in the Plan?**

You are in a general class of employees eligible to participate in the Plan ("an eligible employee") if you are employed by the Hospital and your terms and conditions of employment are governed by a collective bargaining agreement between a collective bargaining unit and the Hospital which provides for your participation in the Plan. However, in no event will you be considered eligible to participate in the Plan if you are:

- classified as an independent contractor by the Hospital; or
- providing services to the Hospital pursuant to an agreement between the Hospital and an employee leasing organization.

If you are an eligible employee you will be eligible to participate in the Plan after you have attained age 21 and have completed a 12-month period during which you have been credited with at least 1,000 hours of service (see Question 3 below for an explanation of hours of service). Generally, your initial 12-month period begins on your employment commencement date. If you did not complete 1,000 hours of service during that period, your next 12-month computation period becomes each anniversary of your commencement of employment with the Hospital.

##### **2. When does my participation begin?**

If you were a participant in the Plan as of this amendment and restatement, you will remain a Plan participant, so long as you are then an eligible employee. Otherwise, after you satisfy the eligibility requirements described in Question 1 of this Section, you will become a participant in the Plan as of the date on which you have satisfied the eligibility requirements. If you satisfy the age 21 and the 1,000 hour requirements described under Question 1 of this Section but are not an eligible employee (for example, if you are not a union employee), you will become a participant beginning with the first day of the month on which or next following the date you become an eligible employee (the date you become a union member).

Your participation in the Plan will end on the date on which you are no longer an eligible employee.

3. What are hours of service?

Generally, you receive credit for one hour of service for each hour that you are paid or entitled to payment by the Hospital for the performance of duties for the Hospital or for other reasons such as paid vacations, holidays, layoff, incapacity (including disability), jury duty, approved leaves of absence, and illness. You also receive credit for one hour of service for each hour during which you are on active military duty provided you return to employment with the Hospital within 90-days after your release from active duty (or within a longer period during which your right to reemployment is protected by law).

If your payroll records are not maintained on a monthly basis, you are credited with 10 hours of service for any day for which you are entitled to credit for at least one hour of service.

4. What if I separate from service and later resume my employment with the Hospital?

Generally, if you separate from service with the Hospital after becoming a Plan participant and after being credited with five years of service (see Question 2 in Section E for an explanation of years of service) and are later reemployed as an eligible employee, you will again participate in the Plan as of the date of your reemployment with the Hospital.

For Plan participants hired or rehired on or after December 31, 2008, if you separate from service after being credited with three years of service and are later reemployed as an eligible employee, you shall participate in the Plan as of the date of your reemployment with the Hospital.

If you separate from service with the Hospital after becoming a Plan participant but before being credited with t years of service and are later reemployed as an eligible employee before incurring a break-in-service of five years, you will again participate in the Plan as of the date of your reemployment with the Hospital (see Question 4 of Section E for an explanation of breaks-in-service.)

For Plan participants hired or rehired on or after December 31, 2008, if you separate from service after becoming a participant but before being credited with three years of service and are later reemployed as an eligible employee before incurring a break in service of five years, you shall participate in the Plan as of the date of your reemployment with the Hospital.

For Plan participants hired or rehired on or after December 31, 2008, if you separate from service after becoming a participant but before being credited with three years of service and are later reemployed as an eligible employee after incurring a break in service of five years, you shall participate in the Plan after you once again satisfy the participation requirements.

If you separate from service with the Hospital before becoming a Plan participant and are later reemployed as an eligible employee, you will participate in the Plan after you satisfy the requirements described in Questions 1 and 2 of this Section.

## **E. Vesting**

### **1. When will I become vested in my benefits under the Plan?**

You will be 100% vested in your benefit after you have been credited with at least five years of service (see Question 2 of this Section for an explanation of years of service). For Plan participants hired or rehired on or after December 31, 2008, you will be 100% vested after you have been credited with three years of service. In addition, regardless of the number of your years in service, you will be 100% vested in your benefit when you attain age 65.

### **2. What are years of service?**

In general, with respect to a period of service during which your employment with the Hospital is governed by a collective bargaining agreement between a collective bargaining unit and the Hospital, you are credited with one year of service for each 12-month period during which you are actively employed (from your initial date of employment until you separate from service (see Question 5 of this Section)) by the Hospital and, for all purposes of the Plan other than the accrual of benefits, by an affiliate of the Hospital and with any entity that is a predecessor to the Hospital or an affiliate of the Hospital.

With respect to a period of service during which your employment with the Hospital is not governed by a collective bargaining agreement, you are credited with one year of service for each Plan Year beginning on or after July 1, 1996 within which you are credited with at least 1,000 hours of service with respect to the Plan Year or portion of the Plan Year during which your employment with the Employer is not governed by a collective bargaining agreement. However, for benefit accrual purposes, with respect to the Plan Year in which you terminate service with the Hospital, incur a total disability or die, you will be credited with 1/12th of a year of service for each full calendar month of service during which you were paid at the rate of 83 1/3 hours. However, with respect to Plan Years beginning before July 1, 1996, you are credited with one year of service for any 12-month period with respect to which you are actively employed by the Hospital or, for all purposes of the Plan other than the accrual of benefits, by an affiliate of the Hospital or any entity that is a predecessor to the Hospital or an affiliate of the Hospital. Fractional years of service are determined by a fraction, the numerator of which is each full month of service (any calendar month in which you are credited with an hour of service) and the denominator of which is 12. For this purpose, hours of service are taken into account only with respect to the Plan Year (or portion thereof) during which your employment with the Hospital is not governed by a collective bargaining agreement.

In the event that you change from a union employee to a non-union employee or from a non-union employee to a union employee, certain transition rules apply to the computation of your years of service. For example, if you transfer to the Plan from The Chambersburg Hospital Retirement Savings Plan for Non-Union Employees or from The Chambersburg Hospital Pension Plan for Union Represented Employees, your years of service credited under the Plan upon such transfer will not be less than:

(a) as of the date of the transfer, a number of years of service at least equal to your number of years of service as of the date of the transfer; and

(b) in the Plan Year which includes the date of the transfer, 190 hours of service for each calendar month in which you are credited with an hour of service.

Special service crediting rules apply in the event an employee changes from union to non-union status or from non-union status to union status. In the event of such a classification change, please contact the Plan Administrator for a description of these rules.

Should either of these situations apply to you, at your request, the Plan Administrator will explain to you how your years of service are determined with regard to the year in which you transfer between classes of employment.

3. What happens to my years of service if I terminate and later resume my employment with the Hospital?

Generally, if you separate from service (see Question 5 of this Section) but return to employment with the Hospital or an affiliate of the Hospital before incurring a break-in-service (see Question 4 of this Section), your years of service will also include the period between the date you separated from service and your date of re-employment by the Hospital or an affiliate of the Hospital. In addition, a period of qualified military service for which the Hospital is required to give re-employment rights by law will be counted toward your years of service if you return to work with the Hospital or an affiliate of the Hospital immediately after the termination of such military service. Finally, if you separate from service because of a physical or mental disability on account of which you are entitled to disability benefits under the federal Social Security Act, which occurs after your completion of 15 years of service and which results in your severance from employment prior to your normal retirement date, and you return to employment with the Hospital within six months from your last monthly disability payments from federal Social Security, upon your reemployment all of your years of service prior to your severance from employment will be reinstated.

Notwithstanding the foregoing, your years of service before any break in service will be disregarded if: (a) you were fully vested and received a single sum distribution of your vested interest in your accrued benefit by the close of the second Plan Year following the Plan Year in which your termination of employment occurred; or (b) you were not fully vested at the time you terminated employment with the Hospital and the number of consecutive breaks-in-service before your re-employment equals or exceeds five (5).

4. What are breaks-in-service?

In general, a "break-in service" is any 12-month period with respect to which you are not credited with a year of service. However, for Plan eligibility purposes, a "break-in service" is any eligibility computation period for which you are not credited with more than 500 hours of service. An eligibility computation period is the 12-month period commencing on the date you become an employee and each anniversary thereof.



For purposes of determining whether a break-in-service has occurred, however, hours of service also include each hour that normally would have been credited to you with respect to a period of time during which you are absent from employment by reason of your pregnancy, the birth or adoption of a child, or the care of your child immediately after birth or adoption (up to a maximum of 501 hours). If you are absent on leave for one of these reasons, you will be credited with hours of service in the year in which your absence from work begins if necessary to avoid a break-in-service in that Plan Year, or in any other case, in the following Plan Year.

5. When will I be considered to have separated from service?

In general, you will be considered to have separated from service on the last day of the month in which the earliest of the following dates occurs : (a) the date you quit, retire or are discharged from active employment with the Hospital; (b) the date following a two-year period during which you are absent from active employment by reason of your (or your spouse's) pregnancy, the death of your child, the placement of a child with you in connection with your adoption of the child, or the caring for your child for a period beginning immediately following the birth or placement; or (d) the date following a one-year period during which you are absent from active employment for any other reason.

**F. Your Retirement Benefit**

1. What is my normal retirement date?

Your normal retirement date is the first day of the month on or next following your 65th birthday (your normal retirement age under the Plan).

2. What is the amount of my benefit if I retire on my normal retirement date?

If you retire on or after your normal retirement date, you will be entitled to a monthly benefit equal to your accrued benefit, or its actuarial equivalent (based on assumptions and factors set forth in the Plan and offset by the actuarial equivalent of your accrued benefit, if any, under the Chambersburg Hospital Retirement Savings Plan for Non-Union Employees).

Generally, prior to December 31, 2008, your accrued benefit is, as of any date of determination, your monthly retirement benefit payable as a monthly single life annuity, with 60 monthly payments guaranteed, commencing at your normal retirement date (or immediately, if your normal retirement date has passed) that is actuarially equivalent in value to the greatest of:

(a) the product of:

(1) an amount equal to:

(A) the amount equal to (i) if you separate from service with your Employer prior to July 1, 1997, 55% of your Final Average Monthly Earnings, and (ii) if you separate from service with the Hospital on or after July 1, 1997, 60% of your Final Average Monthly Earnings, less

(B) \$156.

However, the applicable percentage factor under clause (A), above, shall be proportionally reduced if you have, or would have, less than 15 years of active employment with the Hospital on your normal retirement date (or the date you separate from service with the Hospital, if later), to reflect the date of your termination of employment; multiplied by

(2) a fraction, the numerator of which is the number of your years of active employment with the Hospital as of the date your benefit is being determined (or as of your normal retirement date, if earlier) and the denominator of which is the number of your years of active employment with the Hospital you would have had if you had continued active employment with the Hospital through your normal retirement date;

(b) the greater of:

(1) the product of \$2.50 and the lesser of (A) 30, and (B) the number of your years of active employment with the Hospital as of the date of your benefit determination; and

(2) the product of \$6.00 and the lesser of (A) 5, and (B) the number of your years of active employment with the Hospital as of the date of your benefit determination; or

(c) if you were a Participant in the Plan on July 1, 1976, the monthly benefit you would have received under the terms of the Plan as in effect on June 30, 1976, had such terms been continued without change until the date of the benefit determination.

For purposes of the above calculations, your Final Average Monthly Earnings means the total of your monthly compensation on each of the ten consecutive January 1<sup>st</sup> preceding the date of reference; divided by the lesser of ten or the number of January 1<sup>st</sup> for which you had monthly compensation. If you are an employee whose regular work schedule requires you to work a standard work week at the Hospital, your monthly compensation is the amount determined by multiplying your base hourly rate of pay (excluding overtime and bonuses) as of the January 1 immediately preceding the first day of the Plan Year by 173 1/3. If you are an employee whose regular work schedule does not require you to work a standard work week at the Hospital, your monthly compensation generally is the amount determined by multiplying your base hourly rate of pay (excluding overtime and bonuses) as of the January 1 immediately preceding the first day of the Plan Year by the total hours for which you are paid during the calendar year in which the Plan Year of reference begins and dividing such product by 12

After December 31, 2008, your accrued benefit means:

For purposes of this Section “Points” means for each participant in the Plan on January 1, 2009, the sum of the participant’s age and length of Service on July 1, 2008. Age plus Service are determined as years and months (a partial month counts as a full month).

(a) For Participants age 60 or older (where age is determined as years and months, where a partial month counts as a full month) as of July 1, 2008, the Accrued Benefit is

determined in accordance with the provisions of 2.(a) above (as if those provisions remained in effect after December 31, 2008).

- (b) For Participants with 70 or more Points (Age plus Service) as of July 1, 2008, the Accrued Benefit is determined in accordance with the provisions of 2.(a) above (as if those provisions remained in effect after December 31, 2008).
- (c) For Participants with less than 70 Points as of July 1, 2008, the total Accrued Benefit is determined as the sum of the following:
  - 1. “Prior Service Benefit” is determined as of December 31, 2008, per 2.(a) above, except the Final Average Monthly Earnings shall be as of the date of separation from service. Only Participants who are Eligible Employees as of July 1, 2008 or former Participants who are rehired or transferred to an Eligible Employee status prior to January 1, 2009 may earn a Prior Service Benefit. If such a Participant separates from Service and is subsequently rehired, that Participant may be eligible to continue accruing a Prior Service Benefit.
  - 2. “Future Service Benefit” beginning January 1, 2009 is the “Accrual Percentage” multiplied by Final Average Monthly Earnings multiplied by Service earned after January 1, 2009. Only Participants who are Eligible Employees as of July 1, 2008 or former Participants who are rehired or transferred to an Eligible Employee status prior to January 1, 2009 may earn a Future Service Benefit. If such a Participant separates from Service and is subsequently rehired, that Participant may be eligible to continue accruing a Future Service Benefit.
    - i. The “Accrual Percentage” is 1.2% for Participants with between 50 and 70 Points as of July 1, 2008, and is 1.0% for Participants with less than 50 points as of July 1, 2008.
  - 3. “Cash Balance Benefit”. An “Account” shall be established and maintained for each Participant (other than for Participants described in (a) and (b) above) and credits shall be made to such Account in accordance with the provisions below. The Accounts established and maintained hereunder are for bookkeeping purposes only and shall not be construed as creating for any Employee a right to specific assets of the Plan.
    - i. “Annual Allocations” – each Participant’s Account will be credited with an Allocation Percentage multiplied by their Monthly Compensation multiplied by months of Service credited for the year, on the last day of the plan year. For the Plan Year ending June 30, 2009, credits for up to six months of service will be allocated.
    - ii. “Allocation Percentage” – for Participants with between 50 and 70 Points as of July 1, 2008, the Allocation Percentage is 3.5% for the Plan Years ending June 30, 2009, and June 30, 2010, and is 2.0% thereafter. For Participants with less than 50 points as of July 1, 2008, the Allocation Percentage is 4.0% for the Plan Years ending June 30, 2009, and June 30,

2010, and is 2.0% thereafter. For Participants hired after July 1, 2008 (and any Employee who is rehired, or transferred from an Affiliate, or transferred from a non-union employment status after January 1, 2009), the Allocation Percentage is 3.0% for all Plan Years.

iii. “Interest Credits”

- a. Fixed Rates and Government Securities. As of the effective date, for each Plan Year, the Account of each Participant shall be credited with interest based on the balance of the Account as of the beginning of the Plan Year. For a termination, retirement, or other determination during a Plan Year, partial year interest will be credited based on the balance at the beginning of the Plan Year, and the interest crediting period shall be based on the Plan Year.

For Participants as of July 1, 2008, the Interest Credit shall be 6% per annum. For all other Participants, the Interest Credit shall be the greater of (a) the yield on the Five Year US Treasury Bonds for the Prior Plan Year, or (b) 4%. Such interest shall be compounded annually and shall be credited prior to the crediting of contribution credits with respect to such Plan Year.

- iv. “401(a) Transfers” – the Account may be increased annually by any transfer of monies made by a Participant from the 401(a) Plan sponsored by the Hospital. Such monies will earn Interest Credits starting with the effective date of the transfer, and immediately become part of the Account. Such a transfer will be irrevocable, and may not be withdrawn by the Participant until after separation from Service.

The Cash Balance Benefit, at date of determination, will be the value of the Account, converted to a life annuity with 60 month monthly payments guaranteed, based on the Participant’s age as of that date. The conversion basis shall be at a rate of 6% interest, and mortality based on IRS tables under IRC Section 417(e) applicable in the year of determination. No reduction pursuant to Section 4.01(b) shall be applied to this portion of the Accrued Benefit for commencement at an Early Retirement Date. (Alternatively, the Account may be distributed as a lump sum payment at any date after termination of employment. If such payment is made, the remaining Accrued Benefit will be determined without respect to the Cash Balance Benefit.)”

3. What happens if I become disabled?

If you incur a physical or mental disability on account of which you are awarded disability benefits under the federal Social Security Act, which occurs after you complete 15 years of active employment with the Hospital and which results in your severance from employment prior to your normal retirement date, you will be entitled to a monthly benefit equal to your accrued benefit under the Plan. (For a description of how your accrued benefit is determined under the Plan, see Question 2 of this Section, above).

4. Must I make any contribution to the Plan?

You are not required or permitted to make any contributions to the Plan.

## **G. Payment of Benefits**

### **1. When may I receive my benefit?**

In general, your vested interest in your benefit under the Plan will be payable on your normal retirement or, if later, the first day of the month on or following your severance from employment with the Hospital. Generally, however, if the single sum present value of your vested interest under the Plan is \$1,000 or less, your benefit will be paid to you as soon as possible after the last day of the Plan Year in which you terminate employment with the Hospital.

### **2. May I receive my benefit earlier if I retire early?**

In some cases, yes. If you separate from service prior to your normal retirement date and after completing 20 years of active employment with the Hospital or an affiliate of the Hospital, for a reason other than death or total disability, you may elect to begin receiving benefits on the first day of any month coinciding with or following both your termination of employment and your 55th birthday. If you terminate employment prior to your normal retirement date and after completing 10 years of active employment with the Hospital or an affiliate of the Hospital, for a reason other than death or total disability, you may elect to begin receiving benefits on the first day of any month coinciding with or following both your termination of employment and your 60th birthday. If you are married, your spouse must consent in writing to your election of an early distribution of benefits in order for your election to be valid. Your spouse's consent must be witnessed by an authorized Plan representative or notary public.

### **3. May I receive my benefit earlier if I become disabled?**

Generally, yes. If you become entitled to a benefit as a result of a disability as described under Question 4 of Section F, you may begin to receive your benefit as of the earlier of: (a) the later of (i) the date you first receive a federal Social Security disability payment relating to your disability, or (ii) the date you separate from service; (b) your normal retirement date; or (c) the date a benefit is payable to your surviving spouse (as described in Question 2 of Section H). If you are married, your spouse must consent in writing to your election of an early distribution of benefits in order for your election to be valid. Your spouse's consent must be witnessed by an authorized Plan representative or notary public.

If you return to active employment with the Hospital within six months following the date you receive your final Social Security disability payment, your benefit payments will be suspended until such time that you would otherwise be entitled to a distribution of benefits. The amount of the actuarial equivalent value of your benefit payable to you upon your subsequent benefit commencement date will be reduced by the actuarial equivalent value of benefit payments previously made to you.

### **4. How much is my benefit?**

Generally, the amount of your benefit will equal your vested interest in the monthly benefit described under Question 2 of Section F. If your benefit is to be paid in a form other than a life and five-year certain annuity (if you are unmarried) or a qualified joint and survivor annuity (if you are married), your benefit will be actuarially adjusted to reflect the form in which your benefit will be paid (see Questions 5 and 6 of this Section for an explanation of benefits). Also, if you begin to receive your distribution before your normal retirement date, your vested benefit will be actuarially reduced to reflect the early commencement of benefit payment. The amount of the reduction depends on the number of months by which your benefit commencement date precedes your normal retirement date. Your benefit will be reduced by 5/12ths of 1% for each month by which your benefit commencement date precedes your normal retirement date.

5. In what form will my benefit be distributed?

If your vested interest in your benefit is \$1,000 or less, your vested benefit will be distributed in a single sum. Otherwise, unless you select an optional form of benefit (as explained under Question 6 of this Section), your benefit will be paid as a monthly benefit for life, as described in the following paragraphs.

**Unmarried Participants.** If you are not married when your pension begins, and you have not elected an optional form of benefit, your pension will be paid in equal monthly installments for your life, and, if you die before receiving 60 monthly payments, your beneficiary will receive the remainder of the 60 guaranteed monthly payments.

**Married Participants.** If you are married when your pension begins, and you have not elected an optional form of benefit, your pension will be paid as a qualified joint and survivor annuity. A qualified joint and survivor annuity provides monthly benefits for you during your life and, if your spouse lives longer than you, to your spouse during your spouse's life. The monthly benefit payable to your spouse upon your death is equal to 100%, 75%, 66-2/3 %, or 50% (designated by you) of the monthly benefit amount paid to you during your lifetime. If you fail to designate the amount payable to your surviving spouse, the designated percentage will be 50%. The monthly pension that you will receive in the form of a qualified joint and survivor annuity is a reduced amount that is of equivalent actuarial value to the monthly pension for your life that you would have received had you been unmarried.

6. What optional forms of benefits may I choose from?

If you are unmarried, or if you are married and your spouse consents, and you are entitled to receive a benefit with a single sum present value of greater than \$1,000 you may elect to receive the actuarial equivalent of the form of pension that is otherwise automatically payable in one of the optional forms described in this section. Your election of an optional form of payment generally must be made within the 90-day period before your pension begins. If you are married, your spouse's consent to your election must be in writing, on a form provided by the Plan Administrator. Your spouse's consent must acknowledge the effect of your election, and must be witnessed by a notary public or an authorized Plan representative. However, no spousal consent is required if your spouse cannot be located, your spouse is determined to be legally incapacitated,

or if you have been abandoned by your spouse or legally separated from your spouse under local law and you have a court order to that effect.

The following optional forms of payment are available:

**Period Certain Option** - Under this option, payments are guaranteed for a period of either five or ten years, with payments typically stopping at the time of your death. If you die prior to receiving the guaranteed number of monthly payments, however, payments are made to your beneficiary for the duration of the five or ten-year period. If your beneficiary dies before you and a new beneficiary is not designated, or if both you and your beneficiary die before the full 60, 120, or 180 payments, as applicable, have been made, payments will continue to the estate of the last of you to die until the remainder of the 60, 120, or 180 payments, as applicable, have been made. Since the guaranteed number of payments under the ten-year and fifteen-year options are longer than under the life and 60 payment certain annuity, the monthly benefit paid to you and your beneficiary under the ten-year or fifteen-year options will be less.

**Joint and Survivor Option** - Under this option, you will receive a reduced benefit during your lifetime and, after your death, a monthly benefit equal to a designated percentage of the monthly amount you were receiving will be paid to your designated beneficiary for his or her life. You designate your beneficiary and also designate whether the monthly benefit your beneficiary will receive will be 100%, 75%, 66-2/3%, or 50% of the monthly benefit you received during your lifetime.

Because the joint and survivor option is payable over the joint lives of you and your beneficiary and this period is presumed to be longer than five years, generally, the monthly benefit payments you and your beneficiary will receive will be less than the monthly payments paid under a life and 60 payment certain annuity.

7. May I elect to have the amount of my distribution directly rolled over to another plan?

Generally, if you (or your surviving spouse) are scheduled to receive your benefit in the form of a single sum payment, and the amount of the distribution you receive exceeds \$200, you (or your surviving spouse if applicable) may elect to have all or a portion of your benefit paid as a direct rollover to an individual retirement account or annuity, or another qualified plan, if that plan accepts rollovers. Special tax withholding rules apply to any portion of a distribution that is not rolled over directly to an eligible retirement plan. See Section J, below.

8. Are there circumstances when a withdrawal must be made prior to my separation from service?

In general, if you are a 5% owner of the Employer, you must begin to receive benefit payments no later than April 1 of the year following the calendar year in which you reach age 70 1/2, (your "required distribution date"). In addition, if you attain age 70 1/2, before January 1, 1999, you must begin to receive benefit payments as of the April 1 of the year that follows the calendar year in which you retire.

## **H. Death Benefits**

1. If I die before receiving my entire vested benefit under the Plan, who will receive my benefit?

If you die after you have begun to receive benefits under the Plan, but before you receive your entire vested benefit under the Plan, your beneficiary will receive the remaining amount of your benefit in accordance with the survivor terms of the form of payment in which your benefits were being paid. If you are unmarried, you may designate anyone you wish as your beneficiary. If you are married, your spouse is your sole beneficiary, unless you designate a beneficiary other than your spouse and your spouse consents, in writing, to the designation in the presence of a notary public.

2. What is the death benefit if I die before beginning to receive benefit payments from the Plan?

If you die before your benefit commencement date, if the amount of your vested benefit under the Plan is greater than \$1,000, if you are married and if you have completed at least five years of active employment (or three years, after December 31, 2008) with the Hospital, an affiliate of the Hospital, or any entity that is a predecessor to the Hospital or an affiliate of the Hospital, your surviving spouse will be entitled to receive a death benefit equal to a qualified preretirement survivor annuity.

A qualified preretirement survivor annuity is a single life annuity payable for the life of your surviving spouse equal to 50% of the benefit that you would have received if you had retired on the day before your death and began to receive benefits in the form of a qualified joint and survivor annuity providing a 50% survivor benefit on the later of (1) the earliest date on which you would have been able to retire under the Plan had you survived or (2) your date of death. For this purpose, your spouse is the person to whom you have been married throughout the one year period ending on the date of your death. If you die before attaining your normal retirement age, such benefit shall commence as of the first day of any month as of which you could have elected an immediate benefit had you survived, but no later than your normal retirement date. If you die after attaining your normal retirement age, such benefit shall commence as of the first day of the month following the month in which your death occurs.

If you die before your benefit commencement date and the amount of your vested benefit under the Plan is \$1,000 or less, the amount to which your surviving spouse is entitled will be paid in a single sum rather than in an annuity.

If you die before your benefit commencement date and you do not have a spouse, as described above, at the time of your death, no death benefit is payable under the Plan.

## **I. Maximum Benefit**

Total benefits payable to you or your spouse under the Plan may not exceed certain limits prescribed by law. The Plan Administrator will notify you if any of the maximum benefit limitations apply to you.



## **J. Tax Information**

1. Are there tax implications to receiving a distribution from the Plan?

Because the Plan is intended to qualify for tax-exempt status under the Internal Revenue Code, you are not required to pay federal income tax on your benefit until amounts are actually distributed to you.

Generally, federal income tax must be paid on the amount of any payment you receive from the Plan. Also, if a payment is made before you reach age 59, an additional 10% federal tax is generally imposed unless the payment is (1) on account of your death, (2) on account of your termination of employment on or after age 55, (3) used to pay deductible medical expenses, or (4) paid over your life (or life expectancy) or the joint lives (of life expectancies) of you and your beneficiary. State and local taxes may also apply.

Because tax consequences of distributions vary depending on factors such as age, marital status, and other income, you are urged to consult your personal tax advisor to determine how to treat any Plan distribution for tax purposes.

2. Are taxes withheld from distributions I receive from the Plan?

A distribution of taxable income from the Plan made in the form of an annuity is subject to federal income tax withholding unless you elect not to have tax withheld. You will receive a tax withholding election form when you receive such a distribution. If you elect to have tax withheld from a distribution upon termination of employment, the withheld amount will be calculated according to schedules published by the Internal Revenue Service. In certain cases, the amount withheld may not cover the actual tax due.

If you receive a single sum distribution from the Plan that is eligible for a direct rollover as described in Question 7 of Section G, and you do not have it transferred directly to an eligible retirement plan, federal law requires the automatic withholding of 20% of the distribution as federal income taxes. You may not elect not to have tax withheld on such a distribution.

## **K. Non-Assignment of Benefits**

1. May I borrow against the value of my accrued benefit or assign my rights under the Plan?

No. The Plan has been established to help provide financial security for you and your family. For this reason, you may not borrow against the value of your benefit or assign your rights under the Plan as collateral for a loan or for any other purpose. However, all or a portion of your benefit may be assigned under a qualified domestic relations order.

2. What is a qualified domestic relations order?

Federal law requires the Plan Administrator to honor judgments, decrees or court- approved property settlement agreements arising under state domestic relations Laws known technically as

"qualified domestic relations orders" (QDROs). The Plan Administrator will determine the validity of any domestic relations order received. To be honored the order must require payment of all or part of your Plan benefit to your spouse, former spouse, children or other dependents and must comply with certain other requirements of federal law. The order must relate to, and must specify that they arise from, child support, alimony, or marital property rights.

The Plan Administrator has procedures to respond to such QDROs. You may obtain, without charge, a copy of the Plan's procedures governing qualified domestic relations orders from the Plan Administrator.

## **L. Loss of Benefits**

### **1. Under what circumstances, if any, may I lose my Plan benefits?**

Under certain circumstances, your benefits may be lost, reduced or suspended. These circumstances include the following:

- your employment terminates for any reason before you have completed a specified number of years of service or attained age 65;
- the Plan is terminated before sufficient assets have been accumulated to pay all benefits (in this case you may be protected, in full or in part, by the Pension Benefit Guaranty Corporation - see Section P);
- the Plan is amended to reduce accrued benefits (this may be done only with the permission of the federal government to avoid severe economic hardship to a Participating Employer; however, the Participating Employers have no present intention to take such action, but are required by law to inform you of the possibility);
- all or a portion of your benefits are directed to be paid to your spouse, former spouse or child pursuant to a QDRO or are subject to a federal tax levy;
- If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.
- you do not provide the Plan Administrator with your most recent address and you cannot be located;
- you fail to make proper application for benefits or fail to provide necessary information;
- benefits paid to you before you reach your normal retirement date will be reduced to account for early payment; and

- under certain forms of annuities, your benefits will be reduced to permit payments to your beneficiary after your death.

## **M. Benefit Claims**

### **1. What is the procedure for claiming benefits under the Plan?**

You may file a claim for benefits by submitting a written request for benefits to the Plan Administrator. You should contact the Plan Administrator to see if there is an applicable distribution form that must be used. If no specific form is required or available, then your written request for a distribution will be considered a claim for benefits.

Decisions on the claim will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

For purposes of the claims procedures described below, "you" refers to you, your authorized representative, or anyone else entitled to benefits under the Plan (such as a beneficiary). A document, record, or other information will be considered relevant to a claim if it:

- was relied upon in making the benefit determination;
- was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
- demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

The Plan may offer additional voluntary appeal and/or mandatory arbitration procedures other than those described below. If applicable, the Plan will not assert that you failed to exhaust administrative remedies for failure to use the voluntary procedures, any statute of limitations or other defense based on timeliness is tolled during the time a voluntary appeal is pending; and the voluntary process is available only after exhaustion of the appeals process described in this section. If mandatory arbitration is offered by the Plan, the arbitration must be conducted instead of the appeal process described in this section, and you are not precluded from challenging the decision under ERISA §501(a) or other applicable law.

### **2. What if my claim for benefits are denied?**

If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification

must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

If the Plan Administrator determines that all or part of the claim should be denied (an "adverse benefit determination"), it will provide a notice of its decision in written or electronic form explaining your appeal rights. An "adverse benefit determination" also includes a rescission, which is a retroactive cancellation or termination of entitlement to disability benefits. The notice will be provided in a culturally and linguistically appropriate manner and will state:

- the specific reason or reasons for the denial (including a description of any additional material information needed before your claim can be considered and an explanation of why such information is necessary);
- specific reference to the Plan provisions on which the denial is based;
- A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review; and
- an explanation of the claim review procedures set forth below.

### 3. What is the Claims Review Procedure?

(a) **YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS (EXCEPT AS PROVIDED BELOW FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.**

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review, unless the

Administrator determines that special circumstances require an extension of time for processing your claim. In such a case, you will be notified, before the end of the initial review period, of the special circumstances requiring the extension and the date a decision is expected. If an extension is provided, the Plan Administrator must notify you of the determination on review no later than 120 days.

The Plan Administrator will provide written or electronic notification to you in a culturally and linguistically appropriate manner. If the initial adverse benefit determination is upheld on review, the notice will include:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination was based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

If you have a claim for benefits which is denied, then you may file suit in a state or Federal court. However, in order to do so, you must file the suit no later than 180 days after the Administrator makes a final determination to deny your claim.

## **N. Termination and Amendment of the Plan**

The Plan Sponsor reserves the right, by resolution of its boards of directors, to amend or terminate the Plan in whole or in part at any time. Also, the Plan Administrator may amend the Plan so long as any such amendments are made on behalf of the Plan Sponsor and are ministerial, administrative or technical in nature. In addition, a Participating Employer may terminate its participation in the Plan at any time.

If the Plan is terminated in whole or in part, all benefits that have accrued to date for you will become nonforfeitable to the extent there are sufficient assets in the Plan to pay them (in the event of Plan termination special rules may limit the benefits payable to certain highly paid employees). Upon termination of the Plan, assets will be allocated in the manner described in the Plan documents and in accordance with the requirements of federal law.

In general, no amendment to the Plan will reduce your accrued benefit as of the date of the amendment or divest you of any nonforfeitable right to a benefit. No amendment will reduce the benefits you, your joint annuitant or beneficiary is then receiving under the Plan (unless such reduction is necessary to enable the Plan to satisfy certain qualification requirements under federal law). If you have completed at least three years of service and the Plan's vesting schedule is amended, you may elect to have your nonforfeitable rights to the benefits you will accrue determined without regard to the amendment.

## **O. Plan Administration**

### **1. What is the Plan Administrator?**

The Plan Administrator has the power to interpret the Plan, to resolve ambiguities in the Plan documents, to develop rules and regulations to carry out the provisions of the Plan, to make factual determinations, and to resolve questions relating to eligibility for benefits and the amount of benefits due. Determinations of the Plan Administrator are subject to review only for abuse of discretion. See Section B for the name and telephone number of the Plan Administrator. If you have questions regarding your rights under the Plan, you should contact the Plan Administrator.

### **2. Who manages the funding and investment of the Plan's assets?**

All benefits under the Plan are payable from a trust fund administered and invested by the Plan Trustee. The Hospital will make such contributions from time to time (in accordance with legal requirements) as it deems necessary to provide the Plan benefits described in this booklet. The Hospital will pay for the Plan's administrative expenses, unless it chooses to have those amounts paid for by the Plan.

Investment of the assets of the Plan is the responsibility of the Plan Trustee and any investment managers who have been appointed by the Plan Administrator. While the investment fiduciaries will make every reasonable effort to preserve the assets of the Trust and to secure a favorable investment return, no guarantee is made as to the rate of return, if any, that will be achieved.

## **P. Termination Insurance**

Your pension benefits under this plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under the plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for the company; (4) benefits for which you have not met all of the requirements at the time the plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC, 1200 K Street N. W., Washington, D. C. 20005 or call 800-400-7242. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

## **Q. Your Rights Under ERISA**

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). ERISA provides that all Plan Participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union hall, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with U.S. Department of Labor.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 series) and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Hospital, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have a right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Plan Administrator's control. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order, you may file suit in a federal court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



# **AMENDMENT NUMBER ONE TO CHAMBERSBURG HOSPITAL 401(A) PLAN AND TRUST**

## **SUMMARY PLAN DESCRIPTION MATERIAL MODIFICATIONS**

### **I INTRODUCTION**

This is a Summary of Material Modifications regarding the Chambersburg Hospital 401(a) Plan and Trust ("Plan"). Unless stated otherwise, the modifications described in this summary are effective as of January 1, 2025. This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

### **II SUMMARY OF CHANGES**

#### **1. Allocation of Forfeitures**

Forfeitures will be allocated as follows:

- Forfeitures may be used to pay plan expenses, used to reduce any nonelective contribution or used to reduce any matching contribution.