

# **Canadian Centre for Christian Charities Multi-Employer Pension Plan**

**Effective October 1, 1982**

**Amended effective October 1, 2020**

**Registration Number 0446773**

## **Purpose Statement:**

**“The Canadian Centre for Christian Charities Multi-Employer Pension Plan has been established, pursuant to a Declaration of Trust dated October 1, 1982, to provide retirement benefits to Members in respect of their service as Employees of Participating Employers.”**

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# 1. Interpretation

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In this Plan,

**“Act”** means the *Pension Benefits Act*, Revised Statutes of Ontario 1990, and regulations as amended and any similar legislation of another jurisdiction governing the rights of a Member of the Plan.

**“Administrator”** means the Trustees.

**“Applicable Legislation”** means the Act, the Income Tax Act and any other legislation governing the administration of the Plan.

**“Association”** means the Canadian Centre for Christian Charities.

**“Connected Person”** means an individual who:

- Owns – directly or indirectly – 10 per cent or more of any class of capital stock issued by the Employer or any other corporation related to the Employer
- Does not deal at arm’s length, as defined in the Income Tax Act, with the Employer, or
- Is a specified shareholder of the Employer according to the Income Tax Act

**“Continuous”** in reference to employment with one or more participating Employers or membership in the Plan, includes any period of temporary suspension of employment or membership, unbroken employment with the Employer and periods of layoff from employment. Where a Member is transferred from one Employer to another Employer, all periods of service and or membership in the Plan will count for purposes of determining benefit entitlements under the Plan.

**“Declaration of Trust”** means the declaration of trust entered into by the Association with the Trustees to implement the Plan.

**“Earnings”** means, in reference to employment within Canada or outside of Canada, the Member’s basic salary including overtime and vacation pay, but excluding bonuses and commissions. Earnings are not reduced by the Clergy Residence Deduction. If contributions are made to the Plan as permitted under Section 11, the Member’s Earnings will include a prescribed amount of compensation in accordance with the Income Tax Act. In such a case, the Member’s Earnings during the period of such leave shall be determined by reference to the Member’s Earnings immediately prior to the commencement of such leave.

**“Employee”** means a person who is employed by one or more participating Employers.

**“Employer”** means any employer participating in the Plan, including the Association, that is a registered charity and a member of the Association, other than a professional member, and has entered into a Participation Agreement with the Administrator. As used throughout the Plan, the term “Employer” refers to any one or all participating employers as the context may require.

Attached in Appendix A is a list of Employers participating in the Plan.

**“Funding Agreement”** means the agreement between the Administrator and a financial institution or other entity authorized to act as a funding agent for registered pension plans and under which contributions to the Plan are received and invested.

**“Income Tax Act”** means the *Income Tax Act* (Canada) and regulations as amended.

**“Investment Income”** means the rate of return of an investment option, including interest, gains and losses calculated in accordance with the terms of the Funding Agreement less the rate attributable to any investment expenses, administration expenses and other reasonable expenses related to the Plan or pension fund. Investment Income can be a positive or negative amount.

**“Locked-in”** means the benefit cannot be taken as a cash refund under the Applicable Legislation and/or as provided in the Plan.

**“Member”** means an Employee or former Employee of the Employer for whom benefits are to be provided under the Plan.

**“Participation Agreement”** means the agreement duly executed by the Administrator and an Employer setting out the terms and conditions whereby the Employer may participate in the Plan.

**“Part-time”**, in reference to an Employee, means employment with the Employer that is not on a full-time basis.

**“Plan”** means Canadian Centre for Christian Charities Multi-Employer Pension Plan as amended from time to time.

**“Plan Beneficiary”** means the Spouse of a Member or, if the Member has no Spouse or the Spouse has waived the right to the death benefit, the Member’s designated beneficiary or the Member’s estate.

**“Plan Documents”** means the provisions, forms and information relating to the Plan which the Administrator is required under the Act to make available for inspection.

**“Plan Year”** means January 1 to December 31.

**“Prescribed Retirement Savings Arrangement”** means

- A locked-in retirement account or a life income fund, that meets the requirements of the Act and is registered under the Income Tax Act, or
- Any other retirement savings arrangement prescribed by the Act and registered under the Income Tax Act

**“Spouse”** means the individual, who at the relevant time

- Is married to the Member and is not living separate and apart from the Member, or
- If not married to the Member, has been living with the Member in a conjugal relationship:
  - Continuously for a period of not less than three years, or
  - In a relationship of some permanence, if the individual and the Member are the parents of a child as set out in section 4 of the *Children’s Law Reform Act* as amended

**“Trustees”** mean the individuals appointed pursuant to the Declaration of Trust and in accordance with the requirements of the Applicable Legislation. The complete role of the Trustees is outlined in the Declaration of Trust.

**“Year’s Maximum Pensionable Earnings”** has the same meaning assigned by the *Canada Pension Plan* or other Applicable Legislation.

## **2. Introduction**

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This document sets out the terms and conditions of the Plan.

The effective date of the Plan is October 1, 1982.

Pursuant to the Declaration of Trust, the Association and the Trustees have established this pension plan as a continuing part of the Association's benefit program; however, the Trustees reserve the right to amend the Plan, and subject to having the consent of the majority of the Employers, the right to terminate the Plan. The Plan is designed to qualify for registration as a multi-employer defined contribution pension plan in accordance with the Applicable Legislation.

The Administrator of the Plan is responsible for the operation and administration of the Plan. The Administrator has the authority, in accordance with the Applicable Legislation, to determine all matters concerning the operation, administration and interpretation of the Plan. The Administrator may retain one or more agents to perform certain administrative functions in respect of the Plan. Administration expenses, investment expenses and other reasonable expenses related to the Plan and pension fund will be paid by Members from the assets of the pension fund.

On written request, a Member, the Member's spouse, the Member's former spouse or an authorized agent of any of them, may review the Plan Documents once a year as permitted under the Act. The Administrator will provide a copy of the Plan Documents on request for a reasonable fee. The Administrator will give each Member a written summary of any amendment to the Plan that affects the Member's benefits in accordance with the Act.

The Administrator will establish a pension plan fund for the accumulation and investment of contributions to the Plan. The assets of the pension plan fund will be invested as permitted by the Applicable Legislation. The fund will be maintained by a funding agent in accordance with the terms of the Funding Agreement. From time to time, the Administrator may appoint successor funding agents as considered necessary or desirable for purposes of the Plan.



### **3. Membership**

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**(a) Eligibility**

All Employees are eligible for membership in the Plan.

Eligible full-time Employees may join the Plan on the first day of any month on or after the Employee commences employment with the Employer provided the Employee has completed the requirements for eligibility as defined in the Employer's policy or the Employee's employment contract (subject to the requirements of the Applicable Legislation).

Eligible Part-time Employees may join the Plan on the first day of any month on or after completion of at least 700 hours of employment with one or more of the Employers or after having received earnings of not less than 35 per cent of the Year's Maximum Pensionable Earnings from one or more of the Employers in each of the two consecutive calendar years immediately before joining the Plan.

Employees who join the Plan do not cease to be Members of the Plan if their Earnings drop below 35 per cent of the Year's Maximum Pensionable Earnings or they are employed for fewer than 700 hours in a calendar year after they become Members.

The Administrator, or where permitted by the Administrator in accordance with the Participation Agreement, the Employer may elect to waive or vary the eligibility requirements for an Employee in its discretion as permitted by the Applicable Legislation.

To enrol in the Plan, an application for membership must be completed.

Each eligible Employee who, upon satisfaction of the eligibility requirements, will be given a one-time opportunity to voluntarily waive their right to join the Plan by completing an enrolment waiver form, in the form prescribed by the Administrator. Such form will contain, at a minimum, the eligible Employee's acknowledgement that participation in the Plan has been offered, the Plan has been explained to them, and the Employee attained the eligibility requirements to join the Plan. Signing the waiver form is an acknowledgment by the eligible Employee that they are forfeiting all their rights and benefits under the Plan by voluntarily choosing not to join the Plan, and the Employee is releasing the Employer and the Administrator from any liability with regards to the Plan in the event of the Employee's subsequent termination, retirement or death.

The Employer will retain the original completed waiver form for each Employee who elects not to become a Member as part of the Employer's permanent records. A copy of the completed waiver form will be provided by the Employer to the Administrator.

An eligible Employee who has waived joining the Plan may elect to join at a later date, subject to the eligibility requirements outlined above.

In accordance with the Act, the Administrator will give each eligible Employee a written summary of the Plan and of the rights and duties as a Member.

Upon termination of employment with an Employer, if a Member elects to terminate membership in the Plan and then subsequently becomes eligible to participate in the Plan again, the Employee will be treated as a new Employee for purposes of eligibility for membership and benefits under the Plan.

## 4. Contributions

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**(a) Member's required contributions**

Each Member is required to contribute to the Plan by payroll deduction an amount equal to five per cent of the Member's Earnings for each full or partial year of membership in the Plan.

Notwithstanding the above, at the option of the Employer and as specified in the Participation Agreement, the Employer may, at the time of electing to participate in the Plan, establish a different contribution rate to be payable by the Member. Subject to the maximum contribution provision, such contribution rate can be set at any unit interval from zero to 13 per cent of the Member's Earnings. The alternate Member required contribution rate will be documented in the Participation Agreement.

**(b) Member's voluntary contributions**

Subject to the maximum contributions provision below, a Member may make voluntary contributions to the Plan.

The Member retains the right to withdraw the value of the Member's account which arose from the Member's voluntary contributions upon termination of membership, retirement or termination of the Plan.

**(c) Member's transferred contributions**

A Member may transfer amounts from another pension plan, a retirement savings plan or a deferred profit sharing plan into the Plan to the credit of the Member's account as permitted under the Income Tax Act.

Transferred contributions will be treated in the same manner as the Member's voluntary contributions. However, if these funds are Locked-in, they will continue to be Locked-in and will be administered according to the Applicable Legislation.

**(d) Employer's contributions**

The Employer is required to contribute to the Plan an amount equal to five per cent of the Member's Earnings.

Notwithstanding the above, at the option of the Employer and as specified in the Participation Agreement, the Employer may, at the time of electing to participate in the Plan, establish a higher contribution rate to be payable by the Employer in respect of the Members it employs. Subject to the maximum contribution, such contribution rate can be set at any unit interval from five per cent of the Member's Earnings. The contribution rate will be documented in the Participation Agreement.

Participation Agreements entered into before April 30, 2007 are not subject to the default rate of five per cent of the Member's Earnings but are subject to the previous range of 1.5 per cent of Earnings to the maximum permissible under the Applicable Legislation.

**(e) Supplemental contributions**

Subject to the maximum contribution provision below, if it is determined that an error has occurred related to contribution remittance and/or the interpretation of the Plan such that all or a portion of contributions that should have been made to the Plan during one or more Plan Years were not made, additional Member and Employer contributions (supplemental contributions) will be made to the Plan, including lost interest if applicable, until such time as the error has been corrected.

**(f) Payment of contributions**

The Employer is required to remit both Member and Employer contributions to the Administrator within 20 days after the end of the month for which the contributions are payable. Such contributions will be remitted by the Administrator to the pension plan fund within 30 days after the end of the month for which the contributions are payable.

Continued or recurring instances of late payment may result in termination of the Employer's Participation Agreement by the Administrator.

**(g) Maximum contributions**

The aggregate of the Member's required and voluntary contributions and the Employer's contributions made on behalf of a Member may not exceed the lesser of 18 per cent of the Member's compensation and the money purchase limit for the calendar year, both as defined in the Income Tax Act, or such other maximum as required under the Applicable Legislation.

**(h) Return of contributions**

Subject to any consent required under the Applicable Legislation, all or a portion of the contributions made by a Member or an Employer on behalf of the Member will be returned to the Member or Employer respectively where such action is required to avoid revocation of the registration of the Plan.

**(i) Investment options**

Contributions in a Member's account will be invested in one or more of the investment options available under the Funding Agreement as directed by the Member.

The Administrator will provide the Member with information regarding the investment options currently available under the Plan. The Member may select one or a combination of the investment options at the time of joining the Plan, subject to any legislative restrictions. If the Member wishes to change the investment election at a later date, the Member may do so for any new contributions as well as existing investments, subject to the provisions of the Funding Agreement.

If no election has been made by the Member, new contributions will be invested in the default investment option(s) selected by the Administrator, or in a short-term guaranteed investment if a default has not been selected by the Administrator. Members are solely responsible for their investment decisions (or decisions made on their behalf when the Member fails to make an election) regardless of any advice or recommendations that may be given by the Employer, Administrator or any agent of the Employer or Administrator.

The rate of return on investments may vary depending on the investment option selected. If an investment option is selected that does not guarantee a specified rate of return, the value of the investment, including the principal amount invested, will fluctuate based on the investment performance of the funds. Neither the Association, Employer, Administrator, Trustees nor any of their agents will be responsible for the performance of the investment beyond the obligations required by the Applicable Legislation.

## **5. Member's Account**

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An account will be maintained for each Member. Each Member's account consists of contributions made by the Member, contributions made by the Employer on the Member's behalf, together with Investment Income.

Investment Income will be applied to the Member's account at least annually and will be calculated in accordance with the terms of the Funding Agreement and the Applicable Legislation.

A Member's account will be used to provide benefits in accordance with the terms of the Plan.

Where a benefit becomes payable under the Plan, the value of the Member's account will be equal to:

- The total contributions that have been applied to the Member's account
  - Plus Investment Income on those contributions
- calculated in accordance with the terms of the Funding Agreement and the Applicable Legislation.

In accordance with the Act, the Administrator will give the Member a statement indicating the value of the Member's account at least annually.

## 6. Retirement

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A Member may elect to retire on the Member's normal retirement date or at an earlier or postponed retirement date.

**(a) Normal retirement date**

The normal retirement date is the first day of the month on or after the Member's 65th birthday. The value of the Member's account will be used to provide a retirement benefit which will begin on the normal retirement date.

**(b) Early retirement date**

A Member may elect an early retirement date up to 10 years before the normal retirement date. If the Member elects an early retirement date, the value of the Member's account will be used to provide a retirement benefit on that date.

**(c) Postponed retirement date**

If a Member remains in the employment of an Employer after the normal retirement date, the Member must elect to receive a retirement benefit and cease further participation in the Plan, or to postpone the retirement date. If a Member elects to postpone the retirement date, or the Member does not make an election under this subsection contributions to the Plan will continue on the same basis as before the normal retirement date. The value of the Member's account will be used to provide a retirement benefit which must begin no later than December 31 of the calendar year of the Member's 71st birthday, or at such other time or date as required under the Income Tax Act.

Retirement benefit payments must begin no later than December 31 of the calendar year of the Member's 71st birthday, or at such other time or date as required under the Income Tax Act.

Within 60 days of receiving notification of a Member's retirement, the Administrator will give the Member a statement indicating the options available to the Member as required by the Act.

## 7. Retirement Benefits

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On retirement, a Member may elect to receive a retirement annuity or transfer the Member's benefit, subject to the requirements of the Applicable Legislation.

**(a) Normal form of retirement annuity**

If a Member elects a retirement annuity as the Member's retirement benefit and has a Spouse when the retirement annuity begins, the normal form of retirement annuity is a joint and survivor annuity. This annuity provides equal monthly payments to the Member for as long as the Member is alive. Following the Member's death, the retirement annuity payments will be reduced by 40 per cent and will be paid to the Member's Spouse for as long as the Spouse is alive. The Member and the Member's Spouse may waive this form of retirement annuity by completing the form required by the Applicable Legislation. The form must be received by the Administrator within the 12-month period preceding the Member's actual retirement date. Subsequently, the Member and the Member's Spouse may revoke the waiver at any time before the Member's retirement annuity commences.

If a Member elects a retirement annuity as the Member's retirement benefit and does not have a Spouse when the retirement annuity begins, the normal form of retirement annuity is a single life annuity. This annuity provides equal monthly payments for the Member's lifetime with payments guaranteed for 120 months.

If a Member elects a retirement annuity, the Member will receive the normal form of retirement annuity unless an optional form of retirement annuity is chosen.

**(b) Optional forms of retirement annuity**

Subject to the rights of the Member's Spouse under the Act and the limitations imposed by the Income Tax Act, a Member may elect, before the Member's actual retirement date, to receive any one of the following optional forms of retirement annuity:

- **Single life annuity**

A life annuity payable for life with payments guaranteed for a specified period, not to exceed 15 years.

- **Joint and survivor life annuity**

A life annuity payable for life and, upon the death of the Member, for the lifetime of the Member's Spouse. Either all or a percentage of the original annuity amount may continue to the Member's Spouse. Payments may be guaranteed for a specified period, not to exceed 15 years and as permitted under the Income Tax Act.



- **Government integrated annuity**

An increased retirement annuity payable until age 65, at which time the annuity payments will be reduced to provide an approximately level income from the Plan and government sources.

- **Indexed life annuity**

A retirement annuity increased each year by a specified per cent of the increase in the Consumer Price Index, subject to the maximum permitted under the Income Tax Act.

- Any other form of retirement annuity permitted under the Income Tax Act.

**(c) Transfer at retirement**

Instead of receiving a retirement annuity, a Member may transfer the benefit to a Prescribed Retirement Savings Arrangement subject to any rights of the Member's Spouse as provided in the Act.

A Member's retirement benefit will be processed within 30 days after receipt of the Member's election and any other information that is required to process the election.

## 8. Death Benefit

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### (a) Death benefit before retirement

If a Member dies before retirement the value of the Member's account will be paid to the Plan Beneficiary as a cash refund.

The Member's Spouse may waive the right to the above death benefit in the form and manner required under the Applicable Legislation. Subsequently, the Member's Spouse may revoke the waiver at any time before the Member's death.

As permitted by the Applicable Legislation, when an amount becomes payable to the Member's Spouse, or to the Member's former Spouse, the amount of the cash refund may be:

- Transferred to a registered retirement savings plan
- Transferred to a registered retirement income fund
- Used to purchase an immediate or deferred life annuity which must commence no later than December 31 of the calendar year the Spouse or the former Spouse attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's Spouse, or the age of the former Spouse, is greater than this maximum, payments must begin within one year after the Member's death, or
- Transferred to another registered pension plan, if such plan permits.

When an amount becomes payable to a Plan Beneficiary who qualifies as a spouse or common-law partner under the Income Tax Act but does not qualify as a Spouse or former Spouse under the Plan, the above options are available to the Plan Beneficiary, as permitted by the Applicable Legislation.

If the Spouse dies after the Member and before receiving the amount payable, the estate of the Spouse will receive the amount payable as a cash refund.

Within 30 days following receipt of notice of a Member's death, the Administrator will give the Plan Beneficiary a statement of options available as required by the Act. The option the Plan Beneficiary elects will be processed within 60 days after receipt of the election and any other information that is required to process the election.

### (b) Death benefit after retirement

If a Member dies after retirement annuity payments commence, the death benefit, if any, will depend on the form of retirement annuity selected by the Member.

## **9. Termination of Membership**

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A Member will become eligible for a benefit as of the date on which the Member makes application to terminate membership in the Plan.

A Member may make such an election in the following instances:

- upon termination of employment with the Employer, provided the Member is not employed by another Employer participating under the Plan, or
- if the Member has not terminated employment but has been laid off for a period of 24 consecutive months

For greater clarity, a Member who terminates employment with an Employer will be deemed not to have terminated membership in the Plan until the Member elects to terminate membership in the Plan in accordance with the Applicable Legislation.

Upon termination of membership, the Member will be entitled to receive a deferred retirement annuity with payments commencing on the Member's normal retirement date provided by the value of the Member's account.

Instead of receiving a deferred retirement annuity, the Member may elect to transfer the benefit to one of the following, as permitted by the Applicable Legislation:

- a Prescribed Retirement Savings Arrangement;
- another registered pension plan, if such plan permits;
- an insurer to purchase an immediate or deferred life annuity.

Any deferred retirement annuity transferred under this section remains subject to the rights of the Member's Spouse.

The Member retains the right to receive the value of any voluntary contributions as a cash refund or to transfer the value of those contributions to a registered retirement savings plan or such other vehicle as permitted under the Applicable Legislation.

If a Member is entitled to receive a deferred retirement annuity, the Member retains the right to elect an early or postponed retirement date and an optional form of retirement annuity as provided in the Plan.

Within 30 days after receipt of notice of termination of membership, the Administrator will give the Member a statement of the options available as required by the Act. The option the Member elects will be processed within 30 days after receipt of the election and any other information that is required to process the election. If the Member does not make an election within 90 days after receipt of the statement of options, the Member's account will be transferred from the Employer's division in the Plan to the Plan's division for inactive members. No new contributions can be made while the Member's account is in the inactive division however the Member retains all other rights normally associated with the account.

## **10. Termination of the Plan**

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If the Plan is terminated, each Employer must pay all contributions due under the Plan to the date of the termination and pay the costs associated with such termination and windup. If the Employer does not pay the costs of termination and windup, such costs will be deducted from the Member's account to the extent permitted by the Applicable Legislation.

On termination of the Plan, the Member is entitled to receive the value of the Member's account as permitted under the Applicable Legislation. The Member will be deemed to have terminated membership in the Plan on the date the Plan terminated. If any assets remain in the Plan after payment of all liabilities under the Plan, such assets will be refunded to the Employer as permitted by the Applicable Legislation and subject to the consent of the Superintendent of Financial Services. At the discretion of the Employer, all or a portion of such assets may be allocated to active Members on an equitable basis.

After termination of the Plan, each affected Member will be given a statement of the options available as required by the Act. The payment of benefits will be completed in accordance with the Act. No funds may be released from the Plan until permitted by the Applicable Legislation.

## **11. Temporary Absence from Employment**

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Subject to the following paragraphs and the Applicable Legislation, if a Member who remains in Continuous employment is not receiving remuneration from an Employer because of disability, leave of absence or temporary layoff, all contributions will cease during such periods. No benefits are payable until the Member terminates membership, retires, dies or until the Plan terminates.

However, if a Member is on a maternity or parental leave of absence or is absent from work as a result of work-related injury for which the Member receives worker's compensation benefits, and the Member elects to continue to make contributions required under the Plan, in accordance with Section 4(a), then the Employer's contributions made on the Member's behalf, in accordance with Section 4(d), will continue for the period required by the Applicable Legislation. The Member may continue to make voluntary contributions to the Plan.

If a Member elects not to continue to make contributions to the Plan and provides their Employer with prior written notice, the Employer contributions on the Member's behalf will cease during the period of leave.

If a Member is not required to contribute to the Plan, in accordance with the Employer's Participation Agreement, the Employer's contributions on the Member's behalf, in accordance with Section 4(d), will automatically continue for the period required by the Applicable Legislation. The Member may continue to make voluntary contributions to the Plan.

The above periods of maternity and/or parental leave of absence qualify as periods of parenting under the Income Tax Act.

In addition, there may be other circumstances required under the applicable employment legislation where contributions will continue to be made to the Plan. Such continuance of contributions will be subject to the terms and conditions of the Applicable Legislation.

If a Member becomes totally disabled as certified by a medical doctor licensed to practice in a province or the place where the Member resides and the disability qualifies as a period of disability under the Income Tax Act, the Member may continue to make voluntary contributions to the Plan.

NOTE: If the Member is a Connected Person, contributions may not continue to be made to the Plan unless the absence qualifies as a period of disability under the Income Tax Act.

If any contributions are made to the Plan as described above, such contributions will respect the conditions applicable to a prescribed amount of compensation under the Income Tax Act. In no event shall the total periods for which a Member and the Employer make contributions while a Member is on temporary leave of absence (except for the period of time during which a Member is disabled, as defined in the Income Tax Act), exceed the sum of:

- (a) the full-time equivalent of five years; and
- (b) the periods of parenting, as defined by the Income Tax Act, subject to a maximum of the full-time equivalent of 36 months of such periods of parenting and a maximum of 12 months for any one period of parenting, or such other limitation required by the Income Tax Act.

## 12. General Provisions

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**(a) Proof of age and survival**

Before any retirement benefit payments begin, the Member or Spouse must provide satisfactory proof of age and the age of any other person on whose life the benefit depends. If an age has been misstated, the retirement benefit payments will be adjusted accordingly.

After retirement benefit payments begin, the Member may be required to provide satisfactory proof of survival and the survival of any other person on whose life the benefit depends. If such proof is not provided, the person will be considered to have died.

**(b) Purchase of retirement annuity**

When a retirement annuity is purchased under the Plan, the sex of the Member, former Member or Plan Beneficiary will not be considered in determining the amount of the retirement annuity. The annuity must be purchased from a person who is licensed or authorized to conduct annuity business in Canada and must conform with the requirements of the Applicable Legislation. The annuity will commence no later than the date required under the Income Tax Act.

**(c) Unlocking of small benefits**

On termination of membership, retirement or termination of the Plan, a Locked-in benefit may be received as a cash refund if the benefit is less than the amount prescribed by the Act. Instead of receiving a cash refund, the benefit may be transferred to a registered retirement savings plan or such other vehicle as permitted under the Applicable Legislation.

**(d) Unlocking for non-residents**

Subject to the rights of the Member's Spouse, if a Member's Continuous employment with the Employer is terminated and the Member has been declared a non-resident of Canada for purposes of the Income Tax Act, a Locked-in benefit may be paid in the form of a cash refund as permitted under the Applicable Legislation.

**(e) Benefits not assignable**

Rights and benefits under the Plan are not capable of being assigned, charged, anticipated, given as security or surrendered.

However, upon the breakdown of the relationship between a Member and the Member's spouse, benefits payable under the Plan may be assigned to the Member's spouse pursuant to a court order, family arbitration award or domestic contract as permitted under the Applicable Legislation. The assignment is limited to the maximum permitted under the applicable laws.

**(f) Reduced life expectancy**

If a medical doctor licensed to practice in a province or the place where the Member resides certifies that a Member's life expectancy is likely to be shortened considerably due to disability as provided under the Act, the Member may, prior to commencement of a retirement annuity, elect to withdraw the value of the Member's account, subject to any rights of the Member's Spouse as provided under the Act.

**(g) Employer withdrawal from the plan**

If an Employer decides to withdraw from the Plan and does not provide another registered pension plan under which the Member is eligible to participate, the Member may elect to terminate membership in the Plan and elect an option under Section 9, failing which the Member's account will be transferred to the inactive division, as per Section 9 of this Plan. If, however, the Employer decides to participate in another registered pension plan, the Member's assets will be transferred to that Plan as permitted under the Applicable Legislation and the receiving plan. In both instances, the Employer must contribute any outstanding amounts owing to the Plan as of the date of the Employer's withdrawal from the Plan. The Employer will be responsible to pay any costs associated with the withdrawal or transfer of assets from the Plan.

In the event the Administrator determines that an Employer has ceased to comply with the terms of its Participation Agreement or the terms of the Plan, no contributions may be paid by the Employer in respect of employment on or after the effective date of the Administrator's decision to terminate the Employer's participation in the Plan, and the Employer will be required to immediately make all contributions owing up to the specified date. Upon receipt of the contributions, the Administrator will pay benefits under the Plan as permitted under the Applicable Legislation.

**(h) Payment of benefits**

Any payment under the Plan will, to the extent of the payment, constitute a full and final settlement of the rights of the Member, the Member's spouse, former spouse, or Plan Beneficiary, as applicable, against the Plan, the Administrator, the Employer, any agents of the Administrator, the Trustees, the Association, the Employer Employer, and the financial institution or other entity acting as a funding agent for the Plan, or any agents thereof.

**(i) Applicable legislation**

This Plan is subject to all Applicable Legislation, which will prevail over any inconsistent or conflicting provisions contained in this Plan.



## Appendix - Alberta Employees

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Notwithstanding the provisions in Sections 1 to 12 of the Plan, Members who report to work at an establishment of the Employer in Alberta or are not required to report for work at any establishment of the Employer but who are paid from an establishment of the Employer in Alberta (employed in Alberta) are subject to the provisions of the Alberta *Employment Pension Plans Act* and regulations (the Act), as amended, and the provisions of this appendix. This appendix highlights the major revisions to the Plan for Members employed in Alberta.

**The following provisions are applicable to Members employed in Alberta and override the equivalent Plan provisions.**

### **1. Interpretation**

The following definitions apply to Members employed in Alberta:

**“Life Income Type Benefits Account”** means an account, if any, created under defined contribution provisions of a pension plan that provides for benefits similar to those provided under a life income fund and complies with the requirements of the Applicable Legislation.

**“Locked-in Retirement Account”** means a retirement savings plan that meets the requirements of the Applicable Legislation.

**“Pension Partner”** means, in relation to another person

- A person who, at the relevant time, was married to that other person and had not been living separate and apart from that other person for a continuous period of longer than three years, or
- If there is no person as described above, a person who, immediately preceding the relevant time, had lived with that other person in a marriage-like relationship
  - For a continuous period of at least three years, or
  - Of some permanence, if there is a child of the relationship by birth or adoption

**“Plan Beneficiary”** means the Pension Partner of a Member or, if the Member has no Pension Partner or the Pension Partner has waived entitlement to the death benefit, the Member’s designated beneficiary or the Member’s estate.

**“Prescribed Retirement Income Arrangement”** means

- A life income fund that meets the requirements of the Act and is registered under the Income Tax Act, or
- Any other fund, account or other arrangement that is prescribed by the Act and registered under the Income Tax Act to be a retirement income arrangement

### **3. Membership**

The following provisions apply to Members employed in Alberta:

The waiting period for eligible Part-time Employees to join the Plan is replaced with the following:

After the completion of two years of Continuous employment with one or more of the Employers, provided the Employee has earned 35 per cent of the Year's Maximum Pensionable Earnings in each of the two consecutive calendar years immediately before joining the Plan.

### **7. Retirement Benefits**

Section 7 is replaced with the following:

On retirement, a Member may elect to receive a retirement annuity or transfer the Member's benefit subject to the requirements of the Applicable Legislation.

**(a) Normal form of retirement annuity**

If a Member elects a retirement annuity as the Member's retirement benefit and has a Pension Partner when the retirement annuity begins, the normal form of retirement annuity is a joint and survivor annuity. This annuity provides equal monthly payments to the Member for as long as the Member is alive. Following the Member's death, the retirement annuity payments will be reduced by 40 per cent and will be paid to the Member's Pension Partner for as long as the Pension Partner is alive. The Member's Pension Partner may waive this form of retirement annuity by completing the form required by the Applicable Legislation. The form must be signed in the manner required under the Applicable Legislation not more than 90 days before the Member's actual retirement date and received by the Employer before the Member's actual retirement date.

If a Member elects a retirement annuity as the Member's retirement benefit and does not have a Pension Partner when the retirement annuity begins, the normal form of retirement annuity is a single life annuity. This annuity provides equal monthly payments for the Member's lifetime with payments guaranteed for 120 months.

If a Member elects a retirement annuity, the Member will receive the normal form of retirement annuity unless an optional form of retirement annuity is chosen.

**(b) Optional forms of retirement annuity**

Subject to the rights of the Member's Pension Partner under the Act and the limitations imposed by the Income Tax Act, a Member may elect, before the Member's actual retirement date, to receive any one of the following optional forms of retirement annuity:

- **Single life annuity**

A life annuity payable for life with payments guaranteed for a specified period, not to exceed 15 years.

- **Joint and survivor life annuity**

A life annuity payable for life and, upon the death of the Member, for the lifetime of the Member's Pension Partner. Either all or a percentage of the original annuity amount may continue to the Member's Pension Partner. Payments may be guaranteed for a specified period, not to exceed 15 years and as permitted under the Income Tax Act.

- **Government integrated annuity**

An increased retirement annuity payable until age 65, at which time the annuity payments will be reduced to provide an approximately level income from the Plan and government sources.

- **Indexed life annuity**

A retirement annuity increased each year by a specified per cent of the increase in the Consumer Price Index, subject to the maximum permitted under the Income Tax Act.

- Any other form of retirement annuity permitted under the Income Tax Act.

**(c) Transfer at retirement**

Instead of receiving a retirement annuity, a Member may transfer the benefit to another registered pension plan, a Locked-in Retirement Account or a Prescribed Retirement Income Arrangement subject to any rights of the Member's Pension Partner as provided in the Act and as permitted under the Applicable Legislation.

Within 60 days of receiving notification of a Member's retirement, the Administrator will give the Member a statement of options, indicating the options available to the Member as required by the Act. A Member's retirement benefit will be processed within 30 days after receipt of the Member's election and any other information that is required to process the election.

## **8. Death Benefit**

Section 8 is replaced with the following:

**(a) Death benefit before retirement**

If a Member dies before any retirement annuity payments are made, the value of the Member's account will be paid to the Plan Beneficiary as a cash refund.

The Member's Pension Partner may waive the right to the above death benefit in the form and manner required under the Applicable Legislation. Subsequently, the Member's Pension Partner may revoke the waiver at any time before the Member's death.

Notwithstanding the above, if the Plan Beneficiary is the Member's Pension Partner, the amount of the cash refund, except the value of any Member's voluntary contributions, must be:

- Transferred to an approved Locked-in Retirement Account
- Transferred to a Prescribed Retirement Income Arrangement, provided the Member's Pension Partner is at least age 50
- Used to purchase an immediate or deferred life annuity which must commence no later than December 31 of the calendar year the Pension Partner attains age 71, or at such other time or date as required under the Income Tax Act. If the age of the Member's Pension Partner is greater than this maximum, payments must begin within one year after the Member's death, or
- Transferred to another registered pension plan, if such plan permits as permitted by the Applicable Legislation.

When an amount becomes payable to a Plan Beneficiary who qualifies as a spouse or common-law partner under the Income Tax Act but does not qualify as a Pension Partner under the Plan, the amount of the cash refund may be:

- Transferred to a registered retirement savings plan
- Transferred to a registered retirement income fund
- Used to purchase an immediate or deferred life annuity which must commence no later than December 31 of the calendar year the Plan Beneficiary attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's Plan Beneficiary is greater than this maximum, payments must begin within one year after the Member's death, or
- Transferred to another registered pension plan, if such plan permits as permitted by the Applicable Legislation.

If the Pension Partner dies after the Member and before receiving the amount payable, the estate of the Pension Partner will receive the amount payable as a cash refund.

Within 60 days following receipt of notice of a Member's death, the Administrator will give the Plan Beneficiary a statement of options available as required by the Act. The option the Plan Beneficiary elects will be processed within 60 days after receipt of the election and any other information that is required to process the election.

**(b) Death benefit after retirement**

If a Member dies after retirement annuity payments commence, the death benefit, if any, will depend on the form of retirement annuity selected by the Member.

## **9. Termination of Membership**

The second and third paragraphs of Section 9 are replaced with the following:

Termination of membership occurs in the following instances:

- upon termination of employment with the Employer, provided the Member is not employed by another Employer participating under the Plan
- if the Member has not terminated employment but has been laid off for a period of 12 consecutive months

For greater clarity and for the purpose of determining entitlement to a deferred retirement annuity, a Member who terminates employment with an Employer will be deemed not to have terminated membership in the Plan if the Member is employed by another participating employer in the Plan.

The fifth paragraph of Section 9 is replaced with the following:

Instead of receiving a deferred retirement annuity, the Member may elect to transfer that benefit to one or more of the following, as permitted by the Applicable Legislation and subject to the rights of the Member's Pension Partner:

- an approved Locked-in Retirement Account;
- a Prescribed Retirement Income Arrangement; provided the Member is at least age 50,
- another registered pension plan, if such plan permits;
- an insurer to purchase an immediate or deferred life annuity.

## **11. Temporary Absence from Employment**

Section 11 is replaced with the following:

Subject to the following paragraphs and the Applicable Legislation, if a Member who remains in Continuous employment is not receiving remuneration from an Employer because of disability, leave of absence or temporary layoff, all contributions will cease during such periods. No benefits are payable until the Member terminates membership, retires, dies or until the Plan terminates.

If a Member becomes totally disabled as certified by a medical doctor licensed to practice in a province or the place where the Member resides and the disability qualifies as a period of disability under the Income Tax Act, the Member may continue to make voluntary contributions to the Plan.

If any contributions are made to the Plan as described above, such contributions will respect the conditions applicable to a prescribed amount of compensation under the Income Tax Act.

## **12. General Provisions**

### **(c) Unlocking of small benefits**

This provision is replaced with the following:

On termination of membership, retirement, death or termination of the Plan, a Locked-in benefit may be received as a cash refund if the benefit is less than the amount prescribed by the Act. Instead of receiving a cash refund, the benefit may be transferred to a registered retirement savings plan.

If the Member or Pension Partner does not make an election in respect of a small benefit amount within 90 days of receiving the statement of options on termination of membership, retirement, death or termination of the Plan, the Administrator may proceed with payment in the form of a cash refund in accordance with the statement of options and as permitted under the Applicable Legislation.

If a deferred Member or deferred Pension Partner requests that a Locked-in benefit be subsequently recalculated and the value of the benefit is less than the amount prescribed by the Act at the time of recalculation, the benefit may, at the option of the deferred Member or deferred Pension Partner, be paid as a cash refund or be transferred to a registered retirement savings plan.

**(d) Unlocking for non-residents**

This provision is replaced with the following:

Subject to the rights of the Member's Pension Partner, if a Member terminated membership in the Plan and has been declared a non-resident of Canada for purposes of the Income Tax Act, a Locked-in benefit under the Plan may be paid in the form of a cash refund as permitted under the Applicable Legislation. Similarly, on the death of the Member, a Locked-in benefit payable to the Member's Pension Partner may be paid in the form of a cash refund if the Pension Partner has been declared a non-resident.

**(e) Benefits not assignable**

The second paragraph is replaced with the following:

However, upon relationship breakdown of Pension Partners, benefits payable under the Plan may be divided in accordance with the provisions of a court order or a similar order enforceable in Alberta or another jurisdiction and in accordance with the Applicable Legislation. The order or agreement is not effective to the extent it purports to entitle the Pension Partner to a share that exceeds the maximum permitted under the Act.

The following provision is added:

**Unlocking of up to 50 per cent of a locked-in benefit**

A person who is at least age 50, is withdrawing a Locked-in benefit from the Plan as a result of termination of membership, retirement, death, relationship breakdown or termination of the Plan and is transferring the benefit to a Prescribed Retirement Income Arrangement or a Life Income Type Fund Benefits Account of another pension plan may elect to receive a cash refund of an amount up to 50 per cent of the Locked-in benefit, subject to the rights of the Member's Pension Partner. Instead of receiving a cash refund, the benefit may be transferred to a registered retirement savings plan or registered retirement income fund.

## Appendix - British Columbia Employees

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Notwithstanding the provisions in Sections 1 to 12 of the Plan, Members who report to work at an establishment of the Employer in British Columbia or are not required to report for work at any establishment of the Employer but who are paid from an establishment of the Employer in British Columbia (employed in British Columbia) are subject to the provisions of the British Columbia *Pension Benefits Standards Act* and regulations (the Act), as amended, and the provisions of this appendix. This appendix highlights the major revisions to the Plan for Members employed in British Columbia.

**The following provisions are applicable to Members employed in British Columbia and override the equivalent Plan provisions.**

### **1. Interpretation**

The following definitions apply to Members employed in British Columbia:

**“Locked-in Retirement Account”** means a registered retirement savings plan that meets the requirements of the Applicable Legislation.

**“Prescribed Retirement Income Arrangement”** means

- A life income fund that meets the requirements of the Act and is registered under the Income Tax Act, or
- Any other retirement income fund or arrangement that is prescribed by the Act to be a retirement income arrangement and registered under the Income Tax Act

**“Spouse”** means, in relation to another person, a person who at the relevant time

- Was married to that other person, and has not been living separate and apart from that person for a continuous period longer than two years immediately preceding the relevant time, or
- Has been living with each other in a marriage-like relationship for a period of at least two years immediately preceding the relevant time



### **3. Membership**

The following provisions apply to Members employed in British Columbia:

The waiting period for eligible Part-time Employees to join the Plan is replaced with the following:

After the completion of two years of Continuous employment with one or more of the Employers, provided the Employee has earned 35 per cent of the Year's Maximum Pensionable Earnings in each of two consecutive calendar years.

### **7. Retirement Benefits**

The first paragraph of Section 7(a) is replaced with the following:

**(a) Normal form of retirement annuity**

If a Member elects a retirement annuity as the Member's retirement benefit and has a Spouse when the retirement annuity begins, the normal form of retirement annuity is a joint and survivor annuity. This annuity provides equal monthly payments to the Member for as long as the Member is alive. Following the Member's death, the retirement annuity payments will be reduced by 40 per cent and will be paid to the Member's Spouse for as long as the Spouse is alive. The Member's Spouse may waive this form of retirement annuity by completing the form required by the Applicable Legislation. The form must be signed in the manner required under the Applicable Legislation not more than 90 days before the Member's actual retirement date and received by the Administrator before the Member's actual retirement date.

If a Member elects a retirement annuity as the Member's retirement benefit and does not have a Spouse when the retirement annuity begins, the normal form of retirement annuity is a single life annuity. This annuity provides equal monthly payments for the Member's lifetime with payments guaranteed for 120 months.

Section 7(c) is replaced with the following:

**(c) Transfer at retirement**

Instead of receiving a retirement annuity, a Member may transfer the benefit to another registered pension plan, a Locked-in Retirement Account or, provided the Member is at least age 50, to a Prescribed Retirement Income Arrangement subject to any rights of the Member's Spouse as provided in the Act.

## **8. Death Benefit**

The fourth and fifth paragraphs of Section 8 are replaced with the following:

Notwithstanding the above, the amount of the cash refund in respect of contributions made on or after January 1, 1993, except the value of any Member's voluntary contributions, payable to the Member's Spouse must be:

- Transferred to a Locked-in Retirement Account
- Transferred to a Prescribed Retirement Income Arrangement provided the Member's Spouse is at least age 50
- Used to purchase an immediate or deferred life annuity that will not commence payments before the Spouse's age 50 and commence no later than December 31 of the calendar year the Spouse attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's Spouse is greater than this maximum, payments must begin within one year after the Member's death, or
- Transferred to another registered pension plan, if such plan permits as permitted by the Applicable Legislation.

When an amount becomes payable on a non-locked-in basis to the Member's Spouse or to a Plan Beneficiary that qualifies as the spouse or common-law partner under the Income Tax Act but does not qualify as a Spouse under the Plan, the amount of the cash refund may be:

- Transferred to a registered retirement savings plan
- Transferred to a registered retirement income fund
- Used to purchase an immediate or deferred life annuity that must commence no later than December 31 of the calendar year the spouse attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's spouse is greater than this maximum, payments must begin within one year after the Member's death, or
- Transferred to another registered pension plan, if such plan permits.

## **9. Termination of Membership**

The second and third paragraphs of Section 9 are replaced with the following:

Termination of membership occurs in the following instances:

- upon termination of employment with the Employer, provided the Member is not employed by another Employer participating under the Plan
- if the Member has not terminated employment but has been laid off for a period of 12 consecutive months

For greater clarity and for the purpose of determining entitlement to a deferred retirement annuity, a Member who terminates employment with an Employer will be deemed not to have terminated membership in the Plan if the Member is employed by another participating employer in the Plan.

The fifth paragraph of Section 9 is replaced with the following:

Instead of receiving a deferred retirement annuity, the Member may elect to transfer the benefit to one of the following, as permitted by the Applicable Legislation:

- An approved Locked-in Retirement Account
- A Prescribed Retirement Income Arrangement; provided the Member is at least age 50
- Another registered pension plan
- An insurer to purchase an immediate or deferred life annuity that will not commence payments before the Member's age 50

## **11. Temporary Absence from Employment**

The second paragraph of Section 11 is replaced with the following:

However, if a Member is on a maternity or parental leave of absence, and the Member elects to continue to make contributions required under the Plan, in accordance with Section 4(a), then the Employer's contributions made on the Member's behalf, in accordance with Section 4(d), will continue for the period required by the Applicable Legislation. The Member may continue to make voluntary contributions to the Plan.

## **12. General Provisions**

### **(c) Unlocking of small benefits**

This provision is replaced with the following:

On termination of membership, retirement, death or termination of the Plan, a Locked-in benefit may be received as a cash refund if the benefit is less than the amount prescribed by the Act. Instead of receiving a cash refund, the benefit may be transferred to a registered retirement savings plan.

If the Member or Spouse does not make an election in respect of a small benefit amount within 90 days of receiving the statement of options on termination of employment, retirement, death or termination of the Plan, the Administrator may proceed with payment in the form of a cash refund in accordance with the statement of options and as permitted under the Applicable Legislation.

If a deferred Member or deferred Spouse requests that a Locked-in benefit be subsequently recalculated and the value of the benefit is less than the amount prescribed by the Act at the time of recalculation, the benefit may, at the option of the deferred Member or deferred Spouse, be paid as a cash refund or be transferred to a registered retirement savings plan.

### **(d) Unlocking for non-residents**

This provision is replaced with the following:

Subject to the Applicable Legislation a Locked-in benefit under the Plan may be paid in the form of a cash refund if the person who is entitled to the benefit has been absent from Canada for two or more years and has been declared a non-resident of Canada for purposes of the Income Tax Act.

### **(e) Benefits not assignable**

The second paragraph is replaced with the following:

However, upon the breakdown of the relationship between a Member and the Member's Spouse, benefits payable under the Plan may be assigned to the Member's Spouse pursuant to a court order or a written separation agreement as permitted under the Applicable Legislation.

**(f) Reduced life expectancy**

This provision is replaced with the following:

Subject to the Applicable Legislation if a medical practitioner licensed to practice in Canada certifies that a person who has an entitlement to a benefit under the Plan has an illness or disability which is terminal or is likely to shorten the person's life considerably or otherwise as provided under the Act, the person may be eligible to withdraw all or a portion of the benefit.

## **Appendix - Federally Regulated Employees**

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Notwithstanding the provisions in Sections 1 to 12 of the Plan, Members whose work is classified as included employment, as defined in the *Pension Benefits Standards Act, 1985* and regulations (the Act), as amended, are subject to the provisions of the Act and this appendix. This appendix highlights the major revisions to the Plan for Members in included employment.

**The following provisions are applicable to Members in included employment and override the equivalent Plan provisions.**

**If a Member has a Spouse but is separated from that person and is cohabiting with a Common-law Partner, references in this appendix to “Spouse or Common-law Partner” are to be read to refer only to the Common-law Partner.**

### **1. Interpretation**

The following definitions apply to Members in included employment:

**“Common-law Partner”** means, in relation to a Member, a person who is cohabiting with the Member in a conjugal relationship, having so cohabited for a period of at least one year.

**“Dependant”** means, in relation to the Member, Spouse or Common-law Partner, a parent, grandparent, brother, sister, child or grandchild, who at the time of the Member’s death, is both dependent on the individual for support and

- Is under 19 years of age and will not attain 19 years of age in the calendar year of the Member’s death
- Is in full-time attendance at an educational institution, or
- Is dependent on the individual by reason of mental or physical infirmity

**“Plan Beneficiary”** means

- The Member’s Common-law Partner
- If the Member has no Common-law Partner, the Member’s Spouse;
- If the Common-law Partner or Spouse becomes entitled to the death benefit, he or she may waive that entitlement and appoint as Plan Beneficiary his or her Dependant or a Dependant of the Member
- If the Member has no Common-law Partner or Spouse, the Member’s designated beneficiary, or
- If the Member has not designated a beneficiary, the Member’s estate

**“Prescribed Retirement Savings Arrangement”** means

- A Locked-in registered retirement savings plan, a life income fund or a restricted life income fund that meets the requirements of the Act and is registered under the Income Tax Act, or
- Any other retirement savings arrangement prescribed by the Act and registered under the Income Tax Act

**“Spouse”** means, in relation to a Member, the person who is married to the Member and includes a person who is party to a void marriage.

### **3. Membership**

The following provisions apply to Members in included employment:

The waiting period for eligible Part-time Employees to join the Plan is replaced with the following:

After 24 months have elapsed since the Employee was first employed with one or more of the Employers, provided the Employee has earned 35 per cent of the Year’s Maximum Pensionable Earnings in each of the two consecutive calendar years immediately before joining the Plan.

### **7. Retirement Benefits**

Section 7 is replaced with the following:

On retirement, a Member may elect to receive a retirement annuity or transfer the Member’s benefit, subject to the requirements of the Applicable Legislation.

**(a) Normal form of retirement annuity**

If a Member elects a retirement annuity as the Member’s retirement benefit and has a Spouse or Common-law Partner when the retirement annuity begins, the normal form of retirement annuity is a joint and survivor annuity. This annuity provides equal monthly payments to the Member for as long as the Member is alive. Following the Member’s death, the retirement annuity payments will be reduced by 40 per cent and will be paid to the Member’s Spouse or Common-law Partner for as long as the Spouse or Common-law Partner is alive. The Member’s Spouse or Common-law Partner may waive this form of retirement annuity by completing the form required by the Applicable Legislation. The form must be received by the Administrator before the Member’s actual retirement date.



If a Member elects a retirement annuity as the Member's retirement benefit and does not have a Spouse or Common-law Partner when the retirement annuity begins or where no part of the pension benefit is required to be distributed to a spouse, former spouse or common-law partner under a court order or agreement, the normal form of retirement annuity is a single life annuity. This annuity provides equal monthly payments for the Member's lifetime with payments guaranteed for 120 months.

A Member will receive the normal form of retirement annuity unless an optional form of retirement annuity is chosen.

**(b) Optional forms of retirement annuity**

Subject to the rights of the Member's Spouse or Common-law Partner under the Act and the limitations imposed by the Income Tax Act, a Member may elect, before the Member's actual retirement date, to receive any one of the following optional forms of retirement annuity:

- **Single life annuity**

A life annuity payable for life with payments guaranteed for a specified period, not to exceed 15 years.

- **Joint and survivor life annuity**

A life annuity payable for life and, upon the death of the Member, for the lifetime of the Member's Spouse or Common-law Partner. Either all or a percentage of the original annuity amount may continue to the Member's Spouse or Common-law Partner. Payments may be guaranteed for a specified period, not to exceed 15 years and as permitted under the Income Tax Act.

- **Government integrated annuity**

An increased retirement annuity payable until age 65, at which time the annuity payments will be reduced to provide an approximately level income from the Plan and government sources.

- **Indexed life annuity**

A retirement annuity increased each year by a specified per cent of the increase in the Consumer Price Index, subject to the maximum permitted under the Income Tax Act.

- Any other form of retirement annuity permitted under the Income Tax Act.

**(c) Transfer at retirement**

Instead of receiving an immediate life annuity at retirement, a Member may transfer the benefit to a Prescribed Retirement Savings Arrangement subject to any rights of the Member's Spouse or Common-law Partner as provided in the Act.

A Member's retirement benefit payments will be processed within 30 days after receipt of the Member's election and any other information that is required to process the election.

## **8. Death Benefit**

Section 8 is replaced with the following:

### **(a) Death benefit before retirement**

If a Member dies before any retirement benefit payments are made, the value of the Member's account will be paid to the Plan Beneficiary as a cash refund.

When the Plan Beneficiary is the Member's Spouse or Common-law Partner, after the Member's death, the Spouse or Common-law Partner may waive the right to the above death benefit in the form and manner required under the Applicable Legislation and designate as Plan Beneficiary the Dependant of the Member, Spouse or Common-law Partner. The waiver must be filed with the Administrator.

The amount of the cash refund, except the value of any Member's voluntary contributions, payable to the Member's Spouse or Common-law Partner must be:

- Transferred to a Prescribed Retirement Savings Arrangement
- Used to purchase an immediate or deferred life annuity which must commence no later than December 31 of the calendar year the Spouse or Common-law Partner attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's Spouse or Common-law Partner is greater than this maximum, payments must begin within one year after the Member's death
- Transferred to another registered pension plan, if such plan permits, or
- Transferred to a pooled registered pension plan as permitted under the Applicable Legislation.

When an amount becomes payable to a Plan Beneficiary who qualifies as a spouse or common-law partner under the Income Tax Act but does not qualify as a Spouse or Common-law Partner under the Plan, the amount of the cash refund may be:

- Transferred to a registered retirement savings plan
- Transferred to a registered retirement income fund
- Used to purchase an immediate or deferred life annuity which must commence no later than December 31 of the calendar year the spouse or common-law partner or the former spouse or common-law partner attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's spouse or common-law partner, or the age of the former spouse or common-law partner, is greater than this maximum, payments must begin within one year after the Member's death, or
- Transferred to another registered pension plan, if such plan permits as permitted by the Applicable Legislation.

If the Spouse or Common-law Partner dies after the Member and before receiving the amount payable, the estate of the Spouse or Common-law Partner will receive the amount payable as a cash refund.

Within 30 days following receipt of notice of a Member's death, the Administrator will give the Plan Beneficiary a statement of options available as required by the Act. The option the Plan Beneficiary elects will be processed within 60 days after receipt of the election and any other information that is required to process the election.

**(b) Death benefit after retirement**

If a Member dies after retirement annuity payments commence, the death benefit, if any, will depend on the form of retirement annuity selected by the Member.

## **9. Termination of Membership**

The fifth paragraph of Section 9 is replaced with the following:

Instead of receiving a deferred retirement annuity, the Member may elect to transfer the benefit to one of the following, as permitted by the Applicable Legislation:

- a Prescribed Retirement Savings Arrangement;
- another registered pension plan, if such plan permits;
- a pooled registered pension plan;
- an insurer to purchase an immediate or deferred life annuity.

## **11. Temporary Absence from Employment**

The second paragraph of Section 11 is replaced with the following:

However, if a Member is on a maternity or parental leave of absence, and the Member elects to continue to make contributions required under the Plan, in accordance with Section 4(a) and (b), then the Employer's contributions made on the Member's behalf, in accordance with Section 4(d), will continue for the period required by the Applicable Legislation. The Member may continue to make voluntary contributions to the Plan.

## **12. General Provisions**

### **(c) Unlocking of small benefits**

This provision is replaced with the following:

On termination of membership, death or termination of the Plan, a Locked-in benefit may be received as a cash refund if the benefit is less than the amount prescribed by the Act. Instead of receiving a cash refund, the benefit may be transferred to a registered retirement savings plan.

### **(d) Unlocking for non-residents**

This provision is replaced with the following:

If a Member terminated membership in the Plan and has been a non-resident of Canada for at least two years, a Locked-in benefit under the Plan may be paid in the form of a cash refund as permitted under the Applicable Legislation.

**(e) Benefits not assignable**

The second paragraph is replaced with the following:

However, upon divorce, annulment or separation, benefits payable under the Plan may be assigned by the Member pursuant to a court order or written agreement as permitted under the Applicable Legislation.

## **Appendix - Manitoba Employees**

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Notwithstanding the provisions in Sections 1 to 12 of the Plan, Members who report to work at an establishment of the Employer in Manitoba or are not required to report for work at any establishment of the Employer but who are paid from an establishment of the Employer in Manitoba (employed in Manitoba) are subject to the provisions of the Manitoba *Pension Benefits Act* and regulations (the Act), as amended, and the provisions of this appendix. This appendix highlights the major revisions to the Plan for Members employed in Manitoba.

**The following provisions are applicable to Members employed in Manitoba and override the equivalent Plan provisions.**

### **1. Interpretation**

The following definitions apply to Members employed in Manitoba:

**“Common-law Partner”** means

- A person who, with the Member, registered a common-law relationship under *The Vital Statistics Act*, or
- A person who, not being married to the Member, cohabited with the member in a conjugal relationship
  - For a period of at least three years, if either of them is married, or
  - For a period of at least one year, if neither of them is married.

**“Locked-in Retirement Account”** means a retirement savings plan that meets the requirements of the Applicable Legislation.

**“Plan Beneficiary”** means

- The Member’s Spouse or Common-law Partner unless
  - At the time of death the Member was living separate and apart from the Spouse or Common-law Partner by reason of a breakdown of their relationship, or
  - The Spouse or Common-law Partner waived entitlement to the death benefit
- If there is no Spouse or Common-law Partner as indicated above, the Member’s designated beneficiary, or
- If the Member has not designated a beneficiary, the Member’s estate

**“Prescribed Retirement Benefit Plan”** means

- A life income fund that meets the requirements of the Act and is registered under the Income Tax Act, or
- Any other retirement benefit plan prescribed by the Act and registered under the Income Tax Act

**“Prescribed Retirement Savings Arrangement”** means

- A Locked-in Retirement Account that meets the requirements of the Act and is registered under the Income Tax Act, or
- Any other retirement savings arrangement prescribed by the Act and registered under the Income Tax Act

**“Spouse”** means the person who is married to the Member.

### **3. Membership**

The following provisions apply to Members employed in Manitoba:

Eligible full-time and Part-time Employees may join the Plan on the first day of any month on or after the Employee commences employment with an Employer provided the Employee has completed the requirements for eligibility as defined in the Employer’s policy or the Employee’s employment contract (subject to the requirements of the Applicable Legislation).

Notwithstanding the above,

- a full-time Employee who is eligible for membership in the Plan, and who was hired after the later of January 1, 1984, the effective date of the Plan and the date the Employer first commenced participation in the Plan, must join the Plan on the first day of the month on or after the Employee completes two years of Continuous employment with one or more of the Employers.
- a Part-time Employee who is eligible for membership in the Plan, and who was hired after the later of January 1, 1984, the effective date of the Plan and the date the Employer first commenced participation in the Plan, must join the Plan on the first day of the month on or after the Employee completes two years of Continuous employment with one or more of the Employers, provided the Employee has earned not less than 25 per cent of the Year's Maximum Pensionable Earnings in each of two consecutive calendar years.

The Administrator, or where permitted by the Administrator, the Employer, may elect to waive or vary the eligibility requirements for an Employee employed in Manitoba only to the extent permitted by the Applicable Legislation.

The waiver of enrolment by the Member does not apply where membership is compulsory.

## **7. Retirement Benefits**

Section 7 is replaced with the following:

On retirement, a Member may elect to receive a retirement annuity or transfer the Member's benefit, subject to the requirements of the Applicable Legislation.

**(a) Normal form of retirement annuity**

If a Member elects a retirement annuity as the Member's retirement benefit and has a Spouse or Common-law Partner and is not living separate and apart from that person when the retirement annuity begins, the normal form of retirement annuity is a joint and survivor annuity. This annuity provides equal monthly payments to the Member for as long as the Member is alive. Following the Member's death, the retirement annuity payments will be reduced by 40 per cent and will be paid to the Member's Spouse or Common-law Partner for as long as the Spouse or Common-law Partner is alive. After receiving a copy of the statement indicating the forms of retirement annuity available, the Member's Spouse or Common-law Partner may waive the normal form of retirement annuity by completing the form required by the Applicable Legislation. The form must be signed within the 60-day period before the member's retirement annuity commences. Subsequently, the Member's Spouse or Common-law Partner may revoke the waiver at any time before the Member's retirement annuity commences.

If a Member elects a retirement annuity as the Member's retirement benefit and does not have a Spouse or Common-law Partner entitled to the joint and survivor annuity indicated above, the normal form of retirement annuity is a single life annuity. This annuity provides equal monthly payments for the Member's lifetime with payments guaranteed for 120 months.

A Member will receive the normal form of retirement annuity unless an optional form of retirement annuity is chosen.

**(b) Optional forms of retirement annuity**

Subject to the rights of the Member's Spouse or Common-law Partner under the Act and the limitations imposed by the Income Tax Act, a Member may elect, before the Member's actual retirement date, to receive any one of the following optional forms of retirement annuity:

- **Single life annuity**

A life annuity payable for life with payments guaranteed for a specified period, not to exceed 15 years.



- **Joint and survivor life annuity**

A life annuity payable for life and, upon the death of the Member, for the lifetime of the Member's Spouse or Common-law Partner. Either all or a percentage of the original annuity amount may continue to the Member's Spouse or Common-law Partner. Payments may be guaranteed for a specified period, not to exceed 15 years and as permitted under the Income Tax Act.

- **Government integrated annuity**

An increased retirement annuity payable until age 65, at which time the annuity payments will be reduced to provide an approximately level income from the Plan and government sources.

- **Indexed life annuity**

A retirement annuity increased each year by a specified per cent of the increase in the Consumer Price Index, subject to the maximum permitted under the Income Tax Act.

- Any other form of retirement annuity permitted under the Income Tax Act.

**(c) Transfer at retirement**

Instead of receiving an immediate life annuity at retirement, a Member may transfer the benefit to a Prescribed Retirement Savings Arrangement, a Prescribed Retirement Benefit Plan, another registered pension plan or pooled registered pension plan, subject to any rights of the Member's Spouse or Common-law Partner as provided in the Act.

A Member's retirement benefit payments will be processed within 30 days after receipt of the Member's election and any other information that is required to process the election.

## **8. Death Benefit**

Section 8 is replaced with the following:

**(a) Death benefit before retirement**

If a Member dies before any retirement benefit payments are made, the value of the Member's account will be paid to the Plan Beneficiary as a cash refund.

The Member's Spouse or Common-law Partner may waive the right to the above death benefit in the form and manner required under the Applicable Legislation. Subsequently, the Member and the Member's Spouse or Common-law Partner may revoke the waiver at any time before the Member's death. The Member's Spouse or Common-law Partner retains the right to revoke the entitlement to the death benefit after the Member's death. Additionally, a person entitled to a division of the Member's benefit under the Plan may waive such entitlement after the death of the Member in the form and manner required by the Act.

Notwithstanding the provisions outlined above, the amount of the cash refund, except the value of any Member's voluntary contributions, payable to the Member's Spouse or Common-law Partner must be:

- Transferred to a Prescribed Retirement Savings Arrangement
- Transferred to a Prescribed Retirement Benefit Plan
- Used to purchase an immediate or deferred life annuity which must begin no later than December 31 of the calendar year the Spouse or Common-law Partner attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's Spouse or Common-law Partner is greater than this maximum, payments must begin within one year after the Member's death
- Transferred to another registered pension plan, or; if such plan permits
- Transferred to a pooled registered pension plan

as permitted by the Applicable Legislation.

When an amount becomes payable to a Plan Beneficiary who qualifies as a spouse or common-law partner under the Income Tax Act but does not qualify as a Spouse or Common-law Partner under the Plan, the amount of the cash refund may be:

- Transferred to a registered retirement savings plan
- Transferred to a registered retirement income fund
- Used to purchase an immediate or deferred life annuity which must commence no later than December 31 of the calendar year the spouse or common-law partner or the former spouse or common-law partner attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's spouse or common-law partner, or the age of the former spouse or common-law partner, is greater than this maximum, payments must begin within one year after the Member's death, or
- Transferred to another registered pension plan

as permitted by the Applicable Legislation.

If the Spouse or Common-law Partner dies after the Member and before receiving the amount payable, the estate of the Spouse or Common-law Partner will receive the amount payable as a cash refund.

Within 60 days following receipt of notice of a Member's death, the Administrator will give the Plan Beneficiary a statement of options available as required by the Act. The option the Plan Beneficiary elects will be processed within 60 days after receipt of the election and any other information that is required to process the election.

**(b) Death benefit after retirement**

If a Member dies after retirement benefit payments commence, the death benefit, if any, will depend on the form of retirement benefit selected by the Member.

## **9. Termination of Membership**

The fifth paragraph of Section 9 is replaced with the following:

Instead of receiving a deferred retirement annuity, the Member may elect to transfer the benefit to one of the following, as permitted by the Applicable Legislation:

- A Prescribed Retirement Savings Arrangement
- Another registered pension plan
- A pooled registered pension plan
- An insurer to purchase an immediate or deferred life annuity

## **11. Temporary Absence from Employment**

Section 11 is replaced with the following:

Subject to the following paragraphs and the Applicable Legislation, if a Member who remains in Continuous employment is not receiving remuneration from an Employer because of disability, leave of absence or temporary layoff, all contributions will cease during such periods. No benefits are payable until the Member terminates membership, retires, dies or until the Plan terminates.

If a Member becomes totally disabled as certified by a medical doctor licensed to practice in a province or the place where the Member resides and the disability qualifies as a period of disability under the Income Tax Act, the Member may continue to make voluntary contributions to the Plan.

If any contributions are made to the Plan as described above, such contributions will respect the conditions applicable to a prescribed amount of compensation under the Income Tax Act.

## **12. General Provisions**

### **(c) Unlocking of small benefits**

This provision is replaced with the following.

On termination of membership, retirement, death, termination of the Plan or such other event required under the Applicable Legislation, a Locked-in benefit must be received as a cash refund if the benefit is less than the amount prescribed by the Act. Instead of a cash refund, the benefit may be transferred to a registered retirement savings plan or such other vehicle as permitted under the Applicable Legislation. The current rules prescribed by the Act may be applied to a pre 1998 Locked-in benefit.

### **(d) Unlocking for non-residents**

This provision is replaced with the following.

Subject to the requirements of the Applicable Legislation, if a person entitled to a retirement annuity under the Plan has been declared a non-resident of Canada for purposes of the Income Tax Act, a Locked-in benefit may be paid in the form of a cash refund.

### **(e) Benefits not assignable**

This provision is replaced with the following.

Rights and benefits under the Plan are not capable of being assigned, charged, anticipated, given as security or surrendered.

However, upon receipt of a court order or written agreement regarding a division of family assets upon relationship breakdown, benefits payable under the Plan may be assigned and/or reduced to the extent permitted or required under the Applicable Legislation.

In addition, in accordance with the Applicable Legislation, a Member's pension benefit may be garnished for purposes of maintenance enforcement as provided under the Act.

## **Appendix - New Brunswick Employees**

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Notwithstanding the provisions in Sections 1 to 12 of the Plan, Members report to work at an establishment of the Employer in New Brunswick or are not required to report for work at any establishment of the Employer but who are paid from an establishment of the Employer in New Brunswick (employed in New Brunswick) in New Brunswick are subject to the provisions of the New Brunswick *Pension Benefits Act* and regulations (the Act), as amended, and the provisions of this appendix. This appendix highlights the major revisions to the Plan for Members employed in New Brunswick.

**The following provisions are applicable to Members employed in New Brunswick and override the equivalent Plan provisions.**

### **1. Interpretation**

The following definitions apply to Members employed in New Brunswick:

**“Common-law partner”** means

- In the case of the death of the Member or former Member, a person who, not being married to the Member or former Member, was cohabiting in a conjugal relationship with the Member or former Member at the time of the death of the Member or former Member and was cohabiting in a conjugal relationship with the Member or former Member for a continuous period of at least two years immediately before the death of the Member or former Member
- In the case of the breakdown of a common-law partnership, a person who, not being married to the Member or former Member, was cohabiting in a conjugal relationship with the Member or former Member for a continuous period of at least two years immediately before the date of the breakdown of the common-law partnership
- In any other case, a person who, not being married to a Member or former Member at the particular time under consideration, is cohabiting in a conjugal relationship with the Member or former Member at that time and who has so cohabited for a continuous period of at least two years immediately before that time

**“Common-law partnership”** means the relationship between a Member or former Member and his or her Common-law partner.

**“Plan Beneficiary”** means the Spouse or Common-law partner of a Member or, if the Member has no Spouse or Common-law partner or the Spouse or Common-law partner has waived entitlement to the death benefit, the Member’s designated beneficiary or the Member’s estate.

**“Spouse”** means either of two persons who

- Are married to each other
- Are married to each other by a marriage that is voidable and has not been voided by a declaration of nullity
- Have gone through a form of marriage with each other in good faith that is void and have cohabited in a conjugal relationship within the preceding year

### **3. Membership**

The following provisions apply to Members employed in New Brunswick:

The waiting period for eligible Part-time Employees to join the plan is replaced with the following:

After the completion of two years of employment with one or more of the Employers, provided the Employee has earned 35 per cent of the Year's Maximum Pensionable Earnings in each of the two consecutive calendar years immediately before joining the Plan.

The Administrator, or where permitted by the Administrator, the Employer, may not elect to waive or vary the eligibility requirements for Employees employed in New Brunswick.

### **7. Retirement Benefits**

Section 7 is replaced with the following:

On retirement, a Member may elect to receive a retirement annuity or transfer the Member's benefit, subject to the requirements of the Applicable Legislation.

#### **(a) Normal form of retirement annuity**

If a Member elects a retirement annuity as the Member's retirement benefit and has a Spouse or Common-law partner when the retirement annuity begins, the normal form of retirement annuity is a joint and survivor annuity. This annuity provides equal monthly payments to the Member for as long as the Member is alive. Following the Member's death, the retirement annuity payments will be reduced by 40 per cent and will be paid to the Member's Spouse or Common-law partner for as long as the Spouse or Common-law partner is alive. The Member and the Member's Spouse or Common-law partner may waive this form of retirement annuity by completing the form required by the Applicable Legislation. The form must be received by the Administrator within the 12-month period preceding the Member's actual retirement date. Subsequently, the Member and the Member's Spouse or Common-law partner may revoke the waiver at any time before the Member's retirement annuity commences.

If a Member elects a retirement annuity as the Member's retirement benefit and does not have a Spouse or Common-law partner when the retirement annuity begins, the normal form of retirement annuity is a single life annuity. This annuity provides equal monthly payments for the Member's lifetime with payments guaranteed for 120 months.

A Member will receive the normal form of retirement annuity unless an optional form of retirement annuity is chosen.

**(b) Optional forms of retirement annuity**

Subject to the rights of the Member's Spouse or Common-law partner under the Act and the limitations imposed by the Income Tax Act, a Member may elect, before the Member's actual retirement date, to receive any one of the following optional forms of retirement annuity:

- **Single life annuity**

A life annuity payable for life with payments guaranteed for a specified period, not to exceed 15 years.

- **Joint and survivor life annuity**

A life annuity payable for life and, upon the death of the Member, for the lifetime of the Member's Spouse or Common-law partner. Either all or a percentage of the original annuity amount may continue to the Member's Spouse or Common-law partner. Payments may be guaranteed for a specified period, not to exceed 15 years and as permitted under the Income Tax Act.

- **Government integrated annuity**

An increased retirement annuity payable until age 65, at which time the annuity payments will be reduced to provide an approximately level income from the Plan and government sources.

- **Indexed life annuity**

A retirement annuity increased each year by a specified per cent of the increase in the Consumer Price Index, subject to the maximum permitted under the Income Tax Act.

- Any other form of retirement annuity permitted under the Income Tax Act.

**(c) Transfer at retirement**

Instead of receiving an immediate life annuity at retirement, a Member may transfer the benefit to a Prescribed Retirement Savings Arrangement subject to any rights of the Member's Spouse or Common-law partner as provided in the Act.

A Member's retirement benefit payments will be processed within 30 days after receipt of the Member's election and any other information that is required to process the election.

## **8. Death Benefit**

Section 8 is replaced with the following:

### **(a) Death benefit before retirement**

If a Member dies before any retirement benefit payments are made, the value of the Member's account will be paid to the Plan Beneficiary as a cash refund.

The Member's Spouse or Common-law partner may waive the right to the above death benefit in the form and manner required under the Applicable Legislation. Subsequently, the Member and the Member's Spouse or Common-law partner may jointly revoke the waiver in the form and manner required under the Applicable Legislation at any time before the Member's death.

As permitted by the Applicable Legislation, when an amount becomes payable to the Member's Spouse or Common-law partner, the amount of the cash refund may be:

- Transferred to a registered retirement savings plan
- Transferred to a registered retirement income fund
- Used to purchase an immediate or deferred life annuity which must commence no later than December 31 of the calendar year the Spouse or Common-law partner attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's Spouse or Common-law partner is greater than this maximum, payments must begin within one year after the Member's death or
- Transferred to another registered pension plan, if such plan permits.

When an amount becomes payable to a Plan Beneficiary who qualifies as a spouse or common-law partner under the Income Tax Act but does not qualify as a Spouse or Common-law partner under the Plan, the above options are available to the Plan Beneficiary, as permitted by the Applicable Legislation.

If the Spouse or Common-law partner dies after the Member and before receiving the amount payable, the estate of the Spouse or Common-law partner will receive the amount payable as a cash refund.

Within 30 days following receipt of notice of a Member's death, the Administrator will give the Plan Beneficiary a statement of options available as required by the Act. The option the Plan Beneficiary elects will be processed within 60 days after receipt of the election and any other information that is required to process the election.



**(b) Death benefit after retirement**

If a Member dies after retirement benefit payments commence, the death benefit, if any, will depend on the form of retirement benefit selected by the Member.

## **9. Termination of Membership**

Section 9 is replaced with the following:

Section 9 is replaced with the following:

A Member will become eligible for a benefit as of the date on which the Member makes application to terminate membership in the Plan.

A Member may elect to terminate membership in the following instances:

- upon termination of employment with the Employer, provided the Member is not employed by another Employer participating under the Plan, or
- if the Member has not terminated employment but has been laid off for a period of 24 consecutive months

For greater clarity, a Member who terminates employment with an Employer will be deemed not to have terminated membership in the Plan until the Member elects to terminate membership in the Plan.

**(a) Before the completion of five years of continuous employment**

If a Member terminates membership in the Plan before the completion of five years of Continuous employment, the Member will be entitled to receive a cash refund equal to the value of the Member's account which arose from the Member's contributions, plus a deferred retirement annuity with payments commencing on the Member's normal retirement date provided by the value of the Member's account which arose from the Employer's contributions.

However, if a Member terminates membership in the Plan after the completion of two years of Continuous membership, the Member will not be entitled to a combination of a cash refund and a deferred retirement annuity as indicated above but will be entitled to a deferred retirement annuity with payments commencing on the Member's normal retirement date provided by the value of the Member's account.

**(b) After the completion of five years of continuous employment**

If a Member terminates membership in the Plan after the completion of five years of Continuous employment, the Member will be entitled to receive a deferred retirement annuity with payments commencing on the Member's normal retirement date provided by the value of the Member's account.

**(c) Transfer rights**

If the Member is entitled to receive a cash refund upon termination of membership, the Member may elect to transfer that benefit to one of the following, as permitted by the Applicable Legislation:

- A registered retirement savings plan
- A registered retirement income fund
- Another registered pension plan
- An insurer to purchase an immediate or deferred life annuity

If the Member is entitled to receive a deferred retirement annuity upon termination of membership, the Member may elect to transfer that benefit to one of the following, as permitted by the Applicable Legislation:

- A Prescribed Retirement Savings Arrangement
- Another registered pension plan, if such plan permits;
- An insurer to purchase an immediate or deferred life annuity

Any deferred retirement annuity transferred under this section remains subject to the rights of the Member's Spouse or Common-law partner.

Notwithstanding the above, the Member retains the right to receive the value of any voluntary contributions as a cash refund.

If a Member is entitled to receive a deferred retirement annuity, the Member retains the right to elect an early or postponed retirement date and an optional form of retirement annuity as provided in the Plan.

Within 30 days after receipt of notice of termination of membership, the Administrator will give the Member a statement of the options available as required by the Act. The option the Member elects will be processed within 30 days after receipt of the election and any other information that is required to process the election. By default, if the Member does not make an election within 90 days after receipt of the statement of options, the Member's account will be transferred from the Employer's division in the plan to the Plan's division for inactive members. No new contributions can be made while the Member's account is in the inactive division however the Member retains all other rights normally associated with the account.

## **11. Temporary Absence from Employment**

Section 11 is replaced with the following:

Subject to the following paragraphs and the Applicable Legislation, if a Member who remains in Continuous employment is not receiving remuneration from an Employer because of disability, leave of absence or temporary layoff, all contributions will cease during such periods. No benefits are payable until the Member terminates membership, retires, dies or until the Plan terminates.

If a Member becomes totally disabled as certified by a medical doctor licensed to practice in a province or the place where the Member resides and the disability qualifies as a period of disability under the Income Tax Act, the Member may continue to make voluntary contributions to the Plan.

If any contributions are made to the Plan as described above, such contributions will respect the conditions applicable to a prescribed amount of compensation under the Income Tax Act.

## **12. General Provisions**

### **(c) Unlocking of small benefits**

This provision is replaced with the following:

Subject to the rights of the Member's Spouse or Common-law partner as provided under the Act, on termination of membership, retirement or termination of the Plan, a Locked-in benefit may be received as a cash refund if the benefit is less than the amount prescribed by the Act. Instead of receiving a cash refund, the benefit may be transferred to a registered retirement savings plan.

### **(d) Unlocking for non-residents**

This provision is replaced with the following:

Subject to the rights of the Member's Spouse or Common-law Partner as provided under the Act, if a Member terminated membership in the Plan and the Member and the Member's Spouse or Common-law Partner are not Canadian citizens and are not residents of Canada for purposes of the Income Tax Act, a Locked-in benefit under the Plan may be paid in the form of a cash refund.

**(e) Benefits not assignable**

The second paragraph is replaced with the following:

However, upon the breakdown of the relationship between a Member and the Member's Spouse or Common-law partner, benefits payable under the Plan may be assigned to the Member's Spouse or Common-law partner pursuant to a court order or a written agreement as permitted under the Applicable Legislation.

**(f) Reduced life expectancy**

This provision is replaced with the following:

If a medical doctor licensed to practice in a province or the place where the Member resides certifies that a Member's life expectancy is shortened considerably due to disability or otherwise as provided under the Act, the Member may be eligible to withdraw the value of the Member's account upon termination of membership, subject to the rights of the Member's Spouse or Common-law partner as provided under the Act.

## **Appendix - Newfoundland and Labrador Employees**

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Notwithstanding the provisions in Sections 1 to 12 of the Plan, Members who report to work at an establishment of the Employer in Newfoundland and Labrador or are not required to report for work at any establishment of the Employer but who are paid from an establishment of the Employer in Newfoundland and Labrador (employed in Newfoundland and Labrador) are subject to the provisions of the Newfoundland and Labrador *Pension Benefits Act*, 1997 and regulations (the Act), as amended, and the provisions of this appendix. This appendix highlights the major revisions to the Plan for Members employed in Newfoundland and Labrador.

**The following provisions are applicable to Members employed in Newfoundland and Labrador and override the equivalent Plan provisions.**

**If a Member has a Spouse but is living separate and apart from the Spouse and has a Cohabiting Partner, references in this appendix to “Spouse or Cohabiting Partner” are to be read to refer only to the Cohabiting Partner.**

### **1. Interpretation**

The following definitions apply to Members employed in Newfoundland and Labrador:

**“Cohabiting Partner”** means

- In relation to a Member who has a Spouse, a person who is not the Spouse of the Member who has cohabited continuously with the Member in a conjugal relationship for not less than three years, or
- In relation to a Member who does not have a Spouse, a person who has cohabited continuously with the Member in a conjugal relationship for not less than one year

and is cohabiting or has cohabited with the Member within the preceding year.

**“Plan Beneficiary”** means

- The Member’s Cohabiting Partner
- If the Member has no Cohabiting Partner and has a Spouse, the Member’s Spouse
- If the Member does not have a Cohabiting Partner or Spouse, the Member’s designated beneficiary, or
- If the Member has not designated a beneficiary, the Member’s estate

**“Prescribed Retirement Savings Arrangement”** means

- A locked-in retirement account, a locked-in retirement income fund or a life income fund, that meets the requirements of the Act and is registered under the Income Tax Act, or
- Any other retirement savings arrangement prescribed by the Act and registered under the Income Tax Act

**“Spouse”** means, in relation to a Member, a person who

- Is married to the Member
- Is married to the Member by a marriage that is voidable and has not been voided by a judgment of nullity, or
- Has gone through a form of a marriage with the Member, in good faith, that is void and is cohabiting or has cohabited with the Member within the preceding year

### **3. Membership**

The following provisions apply to Members employed in Newfoundland and Labrador:

The waiting period for eligible Part-time Employees to join the plan is replaced with the following:

After 24 months have elapsed since the Employee was first employed with one or more Employers, provided the Employee has earned 35 per cent of the Year’s Maximum Pensionable Earnings in each of the two consecutive calendar years immediately before joining the Plan.

### **7. Retirement Benefits**

Section 7 is replaced with the following:

On retirement, a member may elect to receive a retirement annuity or transfer the Member’s benefit, subject to the requirements of the Applicable Legislation.

**(a) Normal form of retirement annuity**

If a Member elects a retirement annuity as the Member’s retirement benefit and has a Spouse or Cohabiting Partner when the retirement annuity begins, the normal form of retirement annuity is a joint and survivor annuity. This annuity provides equal monthly payments to the Member for as long as the Member is alive. Following the Member’s death, the retirement annuity payments will be reduced by 40 per cent and will be paid to the Member’s Spouse or Cohabiting Partner for as long as the Spouse or Cohabiting Partner is alive. The Member and the Member’s Spouse or Cohabiting Partner may waive this form of retirement annuity by completing the form required by the Applicable Legislation. The form must be received by the Administrator within the 12-month period preceding the Member’s actual retirement date. Subsequently, the Member and the Member’s Spouse or Cohabiting Partner may revoke the waiver at any time before the Member’s retirement annuity commences.

If a Member elects a retirement annuity as the Member's retirement benefit and does not have a Spouse or Cohabiting Partner when the retirement annuity begins, the normal form of retirement annuity is a single life annuity. This annuity provides equal monthly payments for the Member's lifetime with payments guaranteed for 120 months.

A Member will receive the normal form of retirement annuity unless an optional form of retirement annuity is chosen.

**(b) Optional forms of retirement annuity**

Subject to the rights of the Member's Spouse or Cohabiting Partner under the Act and the limitations imposed by the Income Tax Act, a Member may elect, before the Member's actual retirement date, to receive any one of the following optional forms of retirement annuity:

- **Single life annuity**

A life annuity payable for life with payments guaranteed for a specified period, not to exceed 15 years.

- **Joint and survivor life annuity**

A life annuity payable for life and, upon the death of the Member, for the lifetime of the Member's Spouse or Cohabiting Partner. Either all or a percentage of the original annuity amount may continue to the Member's Spouse or Cohabiting Partner. Payments may be guaranteed for a specified period, not to exceed 15 years and as permitted under the Income Tax Act.

- **Government integrated annuity**

An increased retirement annuity payable until age 65, at which time the annuity payments will be reduced to provide an approximately level income from the Plan and government sources.

- **Indexed life annuity**

A retirement annuity increased each year by a specified per cent of the increase in the Consumer Price Index, subject to the maximum permitted under the Income Tax Act.

- Any other form of retirement annuity permitted under the Income Tax Act.

**(c) Transfer at retirement**

Instead of receiving an immediate life annuity at retirement, a Member may transfer the benefit to a Prescribed Retirement Savings Arrangement subject to any rights of the Member's Spouse or Cohabiting Partner as provided in the Act.

A Member's retirement benefit payments will be processed within 30 days after receipt of the Member's election and any other information that is required to process the election.

## **8. Death Benefit**

Section 8 is replaced with the following:

**(a) Death benefit before retirement**

If a Member dies before any retirement benefit payments are made, the value of the Member's account will be paid to the Plan Beneficiary as a cash refund.

As permitted by the Applicable Legislation, when an amount becomes payable to the Member's Spouse or Cohabiting Partner, the amount of the cash refund may be:

- Transferred to a registered retirement savings plan
- Transferred to a registered retirement income fund
- Used to purchase an immediate or deferred life annuity which must commence no later than December 31 of the calendar year the Spouse or Cohabiting Partner attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's Spouse or Cohabiting Partner is greater than this maximum, payments must begin within one year after the Member's death, or
- Transferred to another registered pension plan, if such plan permits.

When an amount becomes payable to a Plan Beneficiary who qualifies as a spouse or common-law partner under the Income Tax Act but does not qualify as a Spouse or Cohabiting Partner under the Plan, the above options are available to the Plan Beneficiary, as permitted by the Applicable Legislation.

If the Spouse or Cohabiting Partner dies after the Member and before receiving the amount payable, the estate of the Spouse or Cohabiting Partner will receive the amount payable as a cash refund.

Within 30 days following receipt of notice of a Member's death, the Administrator will give the Plan Beneficiary a statement of options available as required by the Act. The option the Plan Beneficiary elects will be processed within 60 days after receipt of the election and any other information that is required to process the election.

**(b) Death benefit after retirement**

If a Member dies after retirement benefit payments commence, the death benefit, if any, will depend on the form of retirement benefit selected by the Member.



## **11. Temporary Absence from Employment**

Section 11 is replaced with the following:

Subject to the following paragraphs and the Applicable Legislation, if a Member who remains in Continuous employment is not receiving remuneration from an Employer because of disability, leave of absence or temporary layoff, all contributions will cease during such periods. No benefits are payable until the Member terminates membership, retires, dies or until the Plan terminates.

If a Member becomes totally disabled as certified by a medical doctor licensed to practice in a province or the place where the Member resides and the disability qualifies as a period of disability under the Income Tax Act, the Member may continue to make voluntary contributions to the Plan.

If any contributions are made to the Plan as described above, such contributions will respect the conditions applicable to a prescribed amount of compensation under the Income Tax Act.

## **12. General Provisions**

### **(b) Purchase of retirement annuity**

This provision is replaced with the following:

When a retirement annuity is purchased for a Member, former Member or Plan Beneficiary under the Plan, sex distinct rates will be used for both males and females in determining the amount of the retirement annuity. The annuity must be purchased from a person who is licensed or authorized to conduct annuity business in Canada and must conform with the requirements of the Applicable Legislation. The annuity will commence no later than the date required under the Income Tax Act.

### **(d) Unlocking for non-residents**

This provision does not apply to Members employed in Newfoundland and Labrador.

### **(e) Benefits not assignable**

The second paragraph is replaced with the following:

However, upon the breakdown of the relationship between a Member and the Member's Spouse, benefits payable under the Plan may be assigned to the Member's Spouse pursuant to a court order or a written agreement as permitted under the Applicable Legislation.

**(f) Reduced life expectancy**

This provision is replaced with the following:

If a medical doctor licensed to practice in a province or the place where the Member resides certifies that a Member's life expectancy is likely to be shortened considerably due to disability or otherwise as provided under the Act, the Member may be eligible to withdraw the value of the Member's account upon termination of membership, subject to the rights of the Member's Spouse or Cohabiting Partner as provided under the Act.

## **Appendix - Nova Scotia Employees**

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Notwithstanding the provisions in Sections 1 to 12 of the Plan, Members who report to work at an establishment of the Employer in Nova Scotia or are not required to report for work at any establishment of the Employer but who are paid from an establishment of the Employer in Nova Scotia (employed in Nova Scotia) are subject to the provisions of the Nova Scotia *Pension Benefits Act* and regulations (the Act), as amended, and the provisions of this appendix. This appendix highlights the major revisions to the Plan for Members employed in Nova Scotia.

**The following provisions are applicable to Members employed in Nova Scotia and override the equivalent Plan provisions.**

### **1. Interpretation**

The following definitions apply to Members employed in Nova Scotia:

**“Plan Beneficiary”** means the Spouse of a Member or, if the Member has no Spouse or the Spouse has waived the right to or is not entitled to the benefit, the Member’s designated beneficiary or the Member’s estate.

**“Spouse”** means either of two persons, who at the relevant time

- Are married to each other
- Are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity
- Have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, where they have ceased to cohabit, have cohabited within the 12-month period immediately preceding the date of entitlement
- Are domestic partners within the meaning of Section 52 of the Vital Statistics Act, or
- Not being married to each other, are cohabiting in a conjugal relationship with each other, and have done so continuously for at least
  - Three years, if either of them is married, or
  - One year, if neither of them is married

## **7. Retirement Benefits**

The second paragraph of Section 7(a) is replaced with the following two paragraphs:

However, the Spouse is not entitled to the joint and survivor annuity if the Member and the Spouse are living separate and apart on the date that first payment of the annuity is due, with no reasonable prospect of the resumption of cohabitation, and the Spouse has delivered a written waiver, in the form and manner approved by the Applicable Legislation, to the Administrator or is not entitled to receive an amount in respect of the annuity in accordance with the terms of a written agreement or court order issued prior to the date that payment of the annuity is due to commence.

If a Member does not have a Spouse or the Spouse has waived or is not entitled to the joint and survivor annuity, when the retirement annuity begins, the normal form of retirement annuity is a single life annuity. This annuity provides equal monthly payments for the Member's lifetime with payments guaranteed for 120 months.

Section 7(c) is replaced with the following:

### **(c) Transfer at retirement**

Instead of receiving an immediate life annuity at retirement, a Member may transfer the benefit to:

- Another registered pension plan or pooled registered pension plan, in accordance with Applicable Legislation, if that other plan agrees to accept the transfer
- An insurer to purchase an immediate or deferred life annuity where payments don't start until the early retirement age under the Plan
- A Prescribed Retirement Savings Arrangement subject to any rights of the Member's Spouse as provided in the Act

## **8. Death Benefit**

Section 8 is replaced with the following:

**(a) Death benefit before retirement**

If a Member dies before any retirement annuity payments are made, the value of the Member's account will be paid to the Plan Beneficiary as a cash refund.

The Member's Spouse may waive the death benefit by delivering a waiver in the form and manner approved by the Applicable Legislation. The Member's Spouse may revoke the waiver at any time before the date of death of the Member.

The Member's Spouse is not entitled to payment of the death benefit if the Member and the Spouse are living separate and apart on the date of death, with no reasonable prospect of the resumption of cohabitation, and the Spouse has delivered a written waiver to the Administrator or is not entitled to receive an amount in respect of the annuity in accordance with the terms of a written agreement or court order.

As permitted by the Applicable Legislation, when an amount becomes payable to the Member's Spouse, the amount of the cash refund may be:

- Transferred to a registered retirement savings plan
- Transferred to a registered retirement income fund
- Used to purchase an immediate or deferred life annuity which must commence no later than December 31 of the calendar year the Spouse attains age 71 or at such other time or age as required under the Income Tax Act. If the age of the Member's Spouse is greater than this maximum, payments must begin within one year after the Member's death, or
- Transferred to another registered pension plan

When an amount becomes payable to a Plan Beneficiary who qualifies as a spouse or common-law partner under the Income Tax Act but does not qualify as a Spouse under the Plan, the above options are available to the Plan Beneficiary, as permitted by the Applicable Legislation.

If the Spouse dies after the Member and before receiving the amount payable, the estate of the Spouse will receive the amount payable as a cash refund.

Within 60 days following receipt of notice of a Member's death, the Administrator will give the Plan Beneficiary a statement of options available as required by the Act. The option the Plan Beneficiary elects will be processed within 60 days after receipt of the election and any other information that is required to process the election.

**(b) Death benefit after retirement**

If a Member dies after retirement annuity payments commence, the death benefit, if any, will depend on the form of retirement benefit selected by the Member. The Spouse is not disentitled to payment of the annuity by reason only of becoming the Spouse of another person after the death of the Member.

## **9. Termination of Membership**

The fifth paragraph of Section 9 is replaced with the following:

Instead of receiving a deferred retirement annuity upon termination of membership, the Member may elect to transfer that benefit to one of the following, as permitted by the Applicable Legislation:

- A Prescribed Retirement Savings Arrangement
- Another registered pension plan, in accordance with Applicable Legislation, if that other plan agrees to accept the transfer
- A pooled registered pension plan
- An insurer to purchase an immediate or deferred life annuity where payments don't start until the early retirement age under the plan

## **11. Temporary Absence from Employment**

The second paragraph of Section 11 is replaced with the following:

However, if a Member is on a maternity or parental leave of absence, and the Member elects to continue to make contributions required under the Plan, in accordance with Section 4(a), then the Employer's contributions made on the Member's behalf, in accordance with Section 4(d), will continue for the period required by the Applicable Legislation. If a Member is not required to contribute to the Plan, the Employer's contributions on the Member's behalf will automatically continue for the period required by the Applicable Legislation. The Member may continue to make voluntary contributions to the Plan.

## **12. General Provisions**

**(c) Unlocking of small benefits**

This provision is replaced with the following:

On termination of employment, retirement or termination of the Plan, a Locked-in benefit may be received as a cash refund if the benefit amount:

- Would purchase a monthly retirement annuity in the normal form at the normal retirement age that is less than 1/12th of four per cent of the Year's Maximum Pensionable Earnings
- Is less than 20 per cent of the Year's Maximum Pensionable Earnings, or
- Is less than such other amount as prescribed by the Act

Instead of receiving a cash refund, the benefit may be transferred to a registered retirement savings plan.

If the Member does not make an election in respect of a small benefit amount within 90 days of receiving the statement of options on termination of employment, retirement, death or termination of the Plan, the Administrator may proceed with payment in the form of a cash refund in accordance with the statement of options and as permitted under the Applicable Legislation.

**(d) Unlocking for non-residents**

This provision does not apply to Members employed in Nova Scotia.

**(e) Benefits not assignable**

This provision is replaced with the following:

Rights and benefits under the Plan are not capable of being assigned, charged, anticipated, given as security or surrendered.

However, upon the breakdown of the relationship between a Member and the Member's Spouse, benefits payable under the Plan may be assigned to the Member's Spouse pursuant to a court order or a separation agreement to the extent permitted under the Applicable Legislation.

For the purpose of enforcement of a maintenance order, benefits entitlements of a former Member are subject to attachment or garnishment as provided under the Applicable Legislation.

**(f) Reduced life expectancy**

This provision is replaced with the following:

If a medical doctor licensed to practice in a province or the place where the Member resides certifies that a Member's life expectancy is likely to be shortened considerably due to disability or otherwise as provided under the Act, the Member may be eligible to withdraw the value of the Member's account upon termination of employment, subject to the rights of the Member's Spouse as provided under the Act.

## Appendix - Quebec Employees

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Notwithstanding the provisions in Sections 1 to 12 of the Plan, Members who report to work at an establishment of the Employer in Quebec or are not required to report for work at any establishment of the Employer but who are paid from an establishment of the Employer in Quebec (employed in Quebec) are subject to the provisions of the Quebec *Supplemental Pension Plans Act* (Quebec) and regulations (the Act), as amended, and the provisions of this appendix. This appendix highlights the major revisions to the Plan for Members employed in Quebec.

**The following provisions are applicable to Members employed in Quebec and override the equivalent Plan provisions.**

### **1. Interpretation**

The following definitions apply to Members employed in Quebec:

**“Plan Beneficiary”** means the Spouse of a Member or, if the Member has no Spouse or the Spouse has waived the right to the death benefit, the Member’s designated beneficiary or the Member’s successors.

**“Spouse”** means the person who at the relevant time,

- Is either married or in a civil union with a Member
- Has been living in a conjugal relationship with a Member who is neither married or in a civil union, whether the person is of the opposite sex or the same sex, for a period of not less than three years or for a period of not less than one year if:
  - At least one child is born, or to be born, of their union
  - They have adopted, jointly, at least one child while living together in a conjugal relationship, or
  - One of them has adopted at least one child of the other, while living together in a conjugal relationship

The spousal status is established as of the day payment of a retirement or disability pension, a pension that replaces it or a bridging benefit of the Member begins or as of the day preceding the death of the Member, as of the first of such events. If the member dies without having received payment of such a pension or benefit, spousal status is established as of the day preceding the death.

For the purposes of the second sub-paragraph above, the birth or adoption of a child prior to the period of conjugal relationship existing on the day as of which spousal status is established may qualify a person as a Spouse.

The right of a Member’s Spouse to benefits under the Plan is terminated by separation from bed and board, divorce, marriage annulment, dissolution or annulment of civil union or by cessation of conjugal relationship.



Notwithstanding the first sub-paragraph above, a person who is legally separated from bed and board on the day as of which spousal status is established is not entitled to any benefit under this Plan unless the person is the Member's successor or was named in a written notice sent by the Member to the Administrator to pay the pension to the Spouse notwithstanding the separation from bed and board. Such a notice can also be sent when the rights of a Member's Spouse are terminated by a divorce, an annulment of marriage, a dissolution or annulment of civil union or by a cessation of conjugal relationship.

### **3. Membership**

The following provisions apply to Members employed in Quebec:

A full-time or Part-time Employee who is eligible for membership in the Plan must be permitted to join the Plan on or after:

- completion of at least 700 hours of employment with one or more of the Employers; or
- after having received from the Employer earnings equal to or greater than 35 per cent of the Year's Maximum Pensionable Earnings;

in the calendar year immediately before joining the Plan.

The Administrator, or where permitted by the Administrator, the Employer may not elect to waive or vary the eligibility requirements for Employees employed in Quebec.

### **6. Retirement**

The following is added to Section 6(c):

Once a year, a non-active Member may request the commencement of annuity payments, in whole or in part, to compensate for any permanent reduction in earnings during the postponed retirement period.

The following provisions are added:

#### **(d) Temporary benefits**

Before the commencement of the retirement annuity, and subject to the Applicable Legislation, a non-active Member or a Member's Spouse, if applicable, may replace the retirement annuity, in whole or in part, by a temporary benefit as follows:

- **Income payment**

A Member or a Member's Spouse, if applicable, who is within 10 years from normal retirement age may request to receive a temporary pension, as permitted by the Applicable Legislation. The temporary pension must cease on or before the last day of the month following the 65th birthday of the Member or the Member's Spouse.

- **Lump sum payment**

A Member or a Member's Spouse, if applicable, who has attained age 55 but is less than 65 years of age and who is not a party to any life income fund, locked-in retirement account or any locked-in registered retirement savings plan may request once per calendar year to receive from the Plan a lump sum payment by completing the form required by the Act and remitting same to the Administrator.

The amount of the lump sum payment may not exceed 40 per cent of the Year's Maximum Pensionable Earnings in the year of the request, reduced by the annual amount of any other temporary benefit the Member or the Member's Spouse has received or will receive during the year under a pension plan, from the locked-in account of a voluntary retirement savings plan or an equivalent plan offering temporary variable payments, an annuity contract or a life income fund. Instead of receiving a cash refund, the benefit may be transferred to a registered retirement savings plan or into the not locked-in account of a voluntary retirement savings plan.

## **7. Retirement Benefits**

The last two sentences of Section 7(a) are replaced with the following:

The Member's Spouse may waive this form of retirement annuity by completing the form required by the Applicable Legislation and remitting same to the Administrator before the Member's actual retirement date. Subsequently, the Member's Spouse may revoke the waiver in writing at any time before the Member's retirement annuity commences.

## **8. Death Benefit**

Section 8 is replaced with the following:

**(a) Death benefit before retirement**

If a Member dies before any retirement or disability benefit payments, a pension that replaces it or a bridging benefit are made, the value of the Member's account will be paid to the Plan Beneficiary as a cash refund.

If the Member's Plan Beneficiary is the Member's Spouse, the Member's Spouse may waive the right to the above death benefit in the manner required under the Applicable Legislation. Subsequently, the Member's Spouse may revoke the waiver at any time before the Member's death.

As permitted by the Applicable Legislation, when an amount becomes payable to the Member's Spouse, the amount of the cash refund may be:

- Transferred to a registered retirement savings plan
- Transferred to a registered retirement income fund
- Used to purchase an immediate or deferred life annuity which must commence no later than December 31 of the calendar year the Spouse attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's Spouse is greater than this maximum, payments must begin within one year after the Member's death, or
- Transferred to another registered pension plan, if such plan permits.

When an amount becomes payable to a Plan Beneficiary who qualifies as a spouse or common-law partner under the Income Tax Act but does not qualify as a Spouse under the Plan, the above options are available to the Plan Beneficiary, as permitted by the Applicable Legislation.

If the Spouse dies after the Member but before receiving the amount payable, the successors of the Spouse will receive the amount payable as a cash refund.

Notwithstanding the above, if a Member dies while on postponed retirement and an amount becomes payable to the Member's Spouse, the Member's Spouse is entitled to receive the value of the death benefit in the form of an annuity as required under the Applicable Legislation.

Within 30 days following receipt of notice of a Member's death, the Administrator will give the Plan Beneficiary a statement of options available as required by the Act. The option the Plan Beneficiary elects will be processed within 60 days after receipt of the election and any other information that is required to process the election.

**(b) Death benefit after retirement**

If a Member dies after retirement benefit or disability benefit payments, a pension that replaces it or a bridging benefit commence, the death benefit, if any, will depend on the form of retirement benefit selected by the Member.

## **9. Termination of Membership**

The fifth paragraph of Section 9 is replaced with the following:

Instead of receiving a deferred retirement annuity, the Member may elect to transfer the benefit to one of the following, as permitted by the Applicable Legislation:

- A Prescribed Retirement Savings Arrangement
- Another registered pension plan
- The locked-in account of a voluntary retirement savings plan or equivalent plan provided the member joins that plan as part of his employment
- An insurer to purchase an immediate or deferred life annuity

## **11. Temporary Absence from Employment**

Section 11 is replaced with the following:

Subject to the following paragraphs and the Applicable Legislation, if a Member who remains in Continuous employment is not receiving remuneration from an Employer because of disability, leave of absence or temporary layoff, all contributions will cease during such periods. No benefits are payable until the Member terminates membership, retires, dies or until the Plan terminates.

However, if a Member is 1) absent from work owing to an accident or sickness and meets the provisions of the *Act Respecting Labour Standards* (Quebec), 2) absent from work as a result of work-related injury for which the Member receives worker's compensation benefits, or 3) on a maternity or parental leave of absence and the Member elects to continue to make contributions required under the Plan during the leaves indicated in 1), 2) or 3), in accordance with Section 4(a), then the Employer's contributions made on the Member's behalf, in accordance with Section 4(d), will continue for the period required by the Applicable Legislation. The Member may continue to make voluntary contributions to the Plan.

If a Member elects not to continue to make contributions to the Plan and provides their Employer with prior written notice, the Employer contributions on the Member's behalf will cease during the period of leave.

If a Member is not required to contribute to the Plan, in accordance with the Employer's Participation Agreement, the Employer's contributions on the Member's behalf, in accordance with Section 4(d), will automatically continue for the period required by the Applicable Legislation. The Member may continue to make voluntary contributions to the Plan.

The above periods of maternity and/or parental leave of absence qualify as periods of parenting under the Income Tax Act.

In addition, there may be other circumstances required under the applicable employment legislation where contributions will continue to be made to the Plan. Such continuance of contributions will be subject to the terms and conditions of the Applicable Legislation.

If a Member becomes totally disabled as certified by a medical doctor licensed to practice in a province or the place where the Member resides and the disability qualifies as a period of disability under the Income Tax Act, the Member may continue to make voluntary contributions to the Plan.

NOTE: If the Member is a Connected Person as determined under the Income Tax Act, contributions may not continue to be made to the Plan unless the absence qualifies as a period of disability under the Income Tax Act.

If any contributions are made to the Plan as described above, such contributions will respect the conditions applicable to a prescribed amount of compensation under the Income Tax Act. In no event shall the total periods for which a Member and the Employer make contributions while a Member is on temporary leave of absence (except for the period of time during which a Member is disabled, as defined in the Income Tax Act), exceed the sum of:

- (a) the full-time equivalent of five years; and
- (b) the periods of parenting, as defined by the Income Tax Act, subject to a maximum of the full-time equivalent of 36 months of such periods of parenting and a maximum of 12 months for any one period of parenting, or such other limitation required by the Income Tax Act.

## **12. General Provisions**

### **(b) Purchase of retirement annuity**

This provision is replaced with the following:

When a retirement annuity is purchased for a Member, former Member or Plan Beneficiary under the Plan, sex distinct rates will be used for both males and females in determining the amount of the retirement annuity. The annuity must be purchased from a person who is licensed or authorized to conduct annuity business in Canada and must conform with the requirements of the Applicable Legislation. The annuity will commence no later than the date required under the Income Tax Act.

### **(c) Unlocking of small benefits**

This provision is replaced with the following:

Subject to the time periods provided in Section 9, a Member who terminates membership or retires is entitled to receive a cash refund equal to the value of the Member's account if that value is less than 20 percent of the Year's Maximum Pensionable Earnings or such other amount as prescribed by the Applicable Legislation, for the calendar year in which the Member terminates membership or retires. Instead of receiving a cash refund, the benefit may be transferred to a registered retirement savings plan or into the not locked-in account of a voluntary retirement savings plan.

In addition, when the above conditions are met, the Administrator can proceed with the payment of a Member's account in the form of a cash refund if the Member does not provide the Administrator with an election within 30 days of receiving a written notice outlining the Administrator's intent to commute the benefit.

### **(d) Unlocking for non-residents**

This provision is replaced with the following:

If a Member terminates membership in the Plan and has been a non-resident of Canada for at least two years, the value of the Member's account may be paid in the form of a cash refund.

**(e) Benefits not assignable**

The second paragraph is replaced with the following:

However, upon the breakdown of the relationship between a Member and the Member's Spouse, benefits payable under the Plan may be assigned to the Member's Spouse pursuant to a court order or written agreement as permitted under the Applicable Legislation. Rights attributed to the Spouse or former Spouse of a Member pursuant to a seizure for non-payment of support will be paid as a cash refund in accordance with the Applicable Legislation.

**(f) Reduced life expectancy**

This provision is replaced with the following:

If a medical doctor licensed to practice in a province or the place where the Member resides certifies that a Member's life expectancy is likely to be shortened due to disability or otherwise as provided under the Act, the Member may be eligible to withdraw the value of the Member's account upon termination of active membership, subject to the rights of the Member's Spouse as provided under the Act.

The following provision is added:

**Commutation on or after age 65**

If a Member has attained age 65 and the total locked-in value of the Member's entitlements under this Plan and any other defined contribution plan, voluntary retirement savings plan or Prescribed Retirement Savings Arrangements is less than the amount prescribed by the Act in the year the Member terminates employment or retires, the Member may receive the value of the Member's account in the form of a cash refund provided the form prescribed by the Act is completed and filed with the Administrator. Instead of receiving a cash refund, the Member may transfer the value of the Member's account to a registered retirement savings plan or into the not locked-in account of a voluntary retirement savings plan.

## **Appendix - Saskatchewan Employees**

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Notwithstanding the provisions in Sections 1 to 12 of the Plan, Members who report to work at an establishment of the Employer in Saskatchewan or are not required to report for work at any establishment of the Employer but who are paid from an establishment of the Employer in Saskatchewan (employed in Saskatchewan) are employed in Saskatchewan are subject to the provisions of the Saskatchewan *Pension Benefits Act, 1992* and regulations (the Act), as amended, and the provisions of this appendix. This appendix highlights the major revisions to the Plan for Members employed in Saskatchewan.

**The following provisions are applicable to Members employed in Saskatchewan and override the equivalent Plan provisions.**

### **1. Interpretation**

The following definitions apply to Members employed in Saskatchewan:

**“Locked-in Retirement Account”** means a retirement savings plan that meets the requirements of the Applicable Legislation.

**“Plan Beneficiary”** means

- The Member’s Spouse or, if the Member has no Spouse, the Member’s designated beneficiary, or
- If the Member has not designated a beneficiary, the Member’s estate

**“Prescribed Retirement Plan”** means

- A registered retirement income fund (commonly referred to as a prescribed registered retirement income fund), or
- Any other retirement plan registered under the Income Tax Act and prescribed by the Applicable Legislation for the purpose of accepting Locked-in pension funds

**“Spouse”** means in relation to a Member

- The person who is married to the Member or former Member, or
- If the Member or former Member is not married, the person with whom the Member or former Member is cohabiting in a conjugal relationship at the relevant time and who has been cohabiting continuously with the Member or former Member for at least one year prior to the relevant time



## **7. Retirement Benefits**

The first paragraph of Section 7(a) is replaced with the following:

**(a) Normal form of retirement annuity**

If a Member has a Spouse when the retirement annuity begins, the normal form of retirement annuity is a joint and survivor annuity. This annuity provides equal monthly payments to the Member for as long as the Member is alive. Following the Member's death, the retirement annuity payments will be reduced by 40 per cent and will be paid to the Member's Spouse for as long as the Spouse is alive. The Member's Spouse may waive this form of retirement annuity by completing the form required by the Applicable Legislation. The form must be signed not more than 90 days preceding the Member's actual retirement date and received by the Administrator before the Member's actual retirement date.

Section 7(c) is replaced with the following:

**(c) Transfer at retirement**

Instead of receiving an immediate life annuity at retirement, a Member may transfer the benefit to a Locked-in Retirement Account, or a Prescribed Retirement Plan provided the Member has reached the early retirement date under the Plan, subject to any rights of the Member's Spouse as provided in the Act.

## **8. Death Benefit**

The fourth paragraph of Section 8(a) is replaced with the following two paragraphs:

As permitted by the Applicable Legislation, any amount payable to the Member's Spouse, except the value of any Member's voluntary contributions, may be:

- Transferred to a Locked-in Retirement Account
- Transferred to a Prescribed Retirement Plan
- Used to purchase an immediate or deferred life annuity which must commence no later than December 31 of the calendar year the Spouse attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's Spouse is greater than this maximum, payments must begin within one year after the Member's death, or
- Transferred to another registered pension plan, if such plan permits.

Alternatively, the amount payable to the Member's Spouse, including the value of any Member's voluntary contributions, may be:

- Transferred to a registered retirement savings plan
- transferred to a registered retirement income fund
- Used to purchase an immediate or deferred life annuity which must commence no later than December 31 of the calendar year the Spouse attains age 71 or at such other time or date as required under the Income Tax Act. If the age of the Member's Spouse is greater than this maximum, payments must begin within one year after the Member's death, or
- Transferred to another registered pension plan, if such plan permits.

## **9. Termination of Membership**

The fifth paragraph in Section 9 is replaced with the following:

If the Member is entitled to receive a deferred retirement annuity upon termination of membership, the Member may elect to transfer that benefit to one of the following, as permitted by the Applicable Legislation:

- a Locked-in Retirement Account;
- a Prescribed Retirement Plan, provided the Member has reached the early retirement date under the Plan;
- another registered pension plan; if such plan permits;
- an insurer to purchase an immediate or deferred life annuity.

## **11. Temporary Absence from Employment**

The second paragraph of Section 11 is replaced with the following:

However, if a Member is on a maternity or parental leave of absence, and the Member elects to continue to make contributions required under the Plan, in accordance with Section 4(a), then the Employer's contributions made on the Member's behalf, in accordance with Section 4(d), will continue for the period required by the Applicable Legislation. If a Member is not required to contribute to the Plan, the Employer's contributions on the Member's behalf will automatically continue for the period required by the Applicable Legislation. The Member may continue to make voluntary contributions to the Plan.

## **12. General Provisions**

### **(c) Unlocking of small benefits**

This provision is replaced with the following:

On termination of membership, retirement or termination of the Plan, a Locked-in benefit may be received as a cash refund if the benefit amount:

- Is less than 20 per cent of the Year's Maximum Pensionable Earnings
- Purchases a retirement annuity in the normal form that is less than 1/12th of four per cent of the Year's Maximum Pensionable Earnings for Members who are eligible to retire, or
- Is less than such other amount as prescribed by the Act

Instead of receiving a cash refund, the benefit may be transferred to a registered retirement savings plan.

### **(d) Unlocking for non-residents**

This provision is replaced with the following:

Subject to the requirements of the Applicable Legislation, if a person entitled to a benefit under the Plan has been a non-resident of Canada for at least two years, a Locked-in benefit may be paid in the form of a cash refund.

### **(e) Benefits not assignable**

This provision is replaced with the following:

Rights and benefits under the Plan are not capable of being assigned, charged, anticipated, given as security or surrendered.

However, upon the breakdown of the relationship between a Member and the Member's Spouse, benefits payable under the Plan may be assigned to the Member's Spouse pursuant to a court order or written agreement as permitted under the Applicable Legislation.

For the purpose of enforcement of a maintenance order, benefit entitlements of a former Member are subject to attachment or garnishment as provided under the Applicable Legislation.