

**OFFICE CONSOLIDATION OF THE
RULES AND REGULATIONS FOR THE
AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS'
PENSION WELFARE FUND (CANADA)**

(As Amended and Restated effective January 1, 1988)

(The Plan document contained herein is a working copy of the Plan which incorporates for convenience all amendments up to Amendment No. 21. The document in this form has not been executed.)

Date of Consolidation: January 2004

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**RULES AND REGULATIONS FOR THE
AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS'
PENSION WELFARE FUND (CANADA)**

ARTICLE 1

Definitions

Section 1.01. AFM.

“AFM” means the American Federation of Musicians of the United States and Canada.

#7/1.1.93 Section 1.02. Act.

“Act” means the Ontario *Pension Benefit Act* or the *Regulations* thereunder or, for those persons affected by the pension laws of another Province, the applicable provincial pension laws and regulations.

Section 1.03. Actuary.

“Actuary” means a person, a firm, or a corporation designated by the Trustees to be the actuary of the Plan, who shall be, or in the case of a firm or corporation a member of whose staff shall be, a Fellow of the Canadian Institute of Actuaries.

Section 1.04. Beneficiary.

“Beneficiary” means a person who, as a result of another person’s membership, is receiving or who will be receiving benefits under this Plan or the Prior Plan and has been designated to receive such benefits by a Member, Former Member or Pensioner in accordance with the provisions of Section 5.09.

Section 1.05. Calendar Year or Year.

“Calendar Year” or “Year” means the fiscal year of the Plan which covers the twelve-month period from January 1 to the next December 31.

Section 1.06. Commuted Values

“Commuted Values” means the single sum value of a benefit at a particular time calculated in accordance with the Act and, except for Members or Former Members affected by the Quebec *Supplemental Pension Plans Act*, such value shall be calculated without differentiation based on sex.

Section 1.07. Contributions.

“Contributions” means the monies paid to the Trust Fund by Employers pursuant to:

- (a) collective agreements between the AFM and an Employer;
- (b) collective agreements between a local Union affiliated with the AFM and an Employer; or
- (c) local engagement contracts pursuant to which an Employer contributes to the Trust Fund and pursuant to the scales of the AFM or of a local affiliated with the AFM.

Section 1.08. Covered Earnings.

“Covered Earnings” means the earnings of an Employee on the basis of which Contributions are required to be paid to the Trust Fund.

Section 1.09. Employee.

“Employee” means:

- (a) an individual employed by an Employer to render service as a musician (including therein a composer, arranger, copyist, proof-reader, librarian, platter turner, instrumentalist, leader or contractor) pursuant to an agreement or scale referred to in Section 1.10; or

- #13/1.1.88 (b) if permitted by law or governmental regulation, and provided his Employer undertakes in a written contribution agreement to make Contributions to the Trust Fund on his behalf, the term “Employee” may also cover and include:
- (i) a duly elected or appointed officer or representative of the AFM or any of its affiliated locals; or
 - (ii) an employee of the Trust Fund; or
 - (iii) an office or clerical employee of the AFM or any of its affiliated locals.

Section 1.10. Employer.

“Employer” means:

- (a) an employer who enters into an agreement with the AFM, or with a local affiliated with the AFM, obligating them to contribute to the Trust Fund;
- (b) an employer who contributes to the Trust Fund pursuant to scales of the AFM or of a local affiliated with the AFM; or
- (c) an employer who undertakes in a written contribution agreement to contribute to the Trust Fund in respect of Employees referred to in Section 1.09(b).

Section 1.11. Former Member.

“Former Member” means an Employee or a former Employee who has attained Vested Status under this Plan and who has terminated his membership as set forth in Section 2.02, and who has not elected the Portability Option in accordance with Section 4.04.

Section 1.12. Gender and Number.

Except as the context may specifically require otherwise, use of the masculine gender shall be understood to include both masculine and feminine genders, and use of the singular shall be deemed to include the plural to the extent applicable.

#3/1.1.90 Section 1.13. Normal Retirement Age.

“Normal Retirement Age” means age 65.

#6/1.1.92 Section 1.14. Member.

“Member” means an Employee or a former Employee, other than a Pensioner, who has met the requirements for membership in the Plan as set forth in Section 2.01 and who has not terminated his membership as set forth in Section 2.02.

Section 1.15. Pension Plan or Plan.

“Pension Plan” or “Plan” means this document as amended and restated effective January 1, 1988, as adopted by the Trustees and as thereafter amended by the Trustees.

Section 1.16. Pensioner.

“Pensioner” means a person other than a Beneficiary, to whom a pension under this Plan or the Prior Plan is being paid or is currently payable, and who has met all the requirements for the payment of a pension as set forth in this Plan or the Prior Plan, including those related to the filing of an application.

Section 1.17. Prior Plan.

“Prior Plan” means the Rules and Regulations for the American Federation of Musicians’ and Employers’ Pension Welfare Fund (Canada) as they existed prior to January 1, 1988.

#21/6.1.03 Section 1.18. Spouse.

#17/3.1.00 (a) The term “Spouse”, when used in reference to an Employee, Member, Former
#16/4.23.98 Member or Pensioner affected by the pension law of **Alberta**, means

#9/1.1.92 (i) a person, who at the relevant time, was married to the Employee, Member, Former Member or Pensioner and had not been living separate and apart (as defined in the *Alberta Employment Pension Plans Act*) from the

Employee, Member, Former Member or Pensioner for 3 or more consecutive years, or

(ii) if there is no person to whom paragraph (i) applies, a person who immediately preceding the relevant time, had lived with the Employee, Member, Former Member or Pensioner in a conjugal relationship

(A) for a continuous period of at least 3 years, or

(B) of some permanence, if there is a child of the relationship by birth or adoption.

#16/4.23.98 (b) The term “Spouse”, when used in reference to an Employee, Member, Former
#9/1.1.92 Member or Pensioner affected by the pension law of **Manitoba**, includes a person who is married to the Employee, Member, Former Member or Pensioner, and shall include a common-law spouse as defined herein.

For purpose of this subsection (b), a common-law spouse means a person who is publicly represented by the Employee, Member, Former Member or Pensioner as the spouse and who is living in a conjugal relationship with the Employee, Member, Former Member or Pensioner

(i) for a period of not less than 3 years where either of the persons is prevented by law from marrying the other; or

(ii) for a period of not less than 1 year where neither of them is prevented by law from marrying the other.

#19/1.1.2001 (c) The term “Spouse”, when used in reference to an Employee, Member, Former
#16/4.23.98 Member or Pensioner affected by the pension law of **Nova Scotia**, means either of
#9/1.1.92 two persons who

(i) are married to each other,

- (ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity, or
- (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the twelve-month period immediately preceding the date of entitlement,

and shall also include “common law partners” who are persons who have cohabited in a conjugal relationship for a period of at least 2 years, neither of them meeting any of the criteria set out in subsections (i), (ii) or (iii) above.

For the purposes of Section 6.02, “Spouse” shall mean a person who meets the above definition and who, at the date the first installment of the pension is due, is not living separate and apart from the Employee, Member, Former Member or Pensioner.

#16/4.23.98 (d) The term “Spouse”, when used in reference to an Employee, Member, Former
#9/1.1.92 Member or Pensioner affected by the pension law of **Saskatchewan**, means:

- #7/1.1.93 (i) a person who, at the relevant time, was legally married to the Employee, Member, Former Member or Pensioner, or
- (ii) if there is no person to whom (i) above applies, a person who is cohabiting with the Employee, Member, Former Member or Pensioner in a conjugal relationship and has done so continuously for the 1 year period immediately preceding the relevant time.

#20/1.1.01 (e) “Spouse,” when used in reference to an Employee, Member, Former Member or Pensioner affected by the Quebec *Supplemental Pension Plans Act*, shall mean a person who, as of the date spousal status is established,

- (i) is married to or in a civil union with the Employee, Member, Former Member or Pensioner,

- (ii) has been living in a conjugal relationship with an Employee, Member, Former Member or Pensioner, who is neither married nor in a civil union, whether the person is of the same or the opposite sex, for a period of not less than 3 years, or for a period of not less than 1 year if:
 - (A) at least 1 child is born, or to be born, of their union;
 - (B) they have jointly adopted at least 1 child while living together in a conjugal relationship; or
 - (C) one of them has adopted at least 1 child who is the child of the other while living together in a conjugal relationship.

Spousal status shall be established as of the earlier of the day payment of the Member's, Former Member's or Pensioner's pension begins or the day preceding the death of the Member, Former Member or Pensioner. However, where the Member or Former Member dies without having received any pension benefit other than the benefit provided under Section 5.15(a), spousal status shall be established as of the day preceding the death of the Member or Former Member.

Notwithstanding paragraph (i), the right of a Member's, Former Member's or Pensioner's Spouse to survivor benefits under this Plan is terminated by separation from bed and board, divorce or marriage annulment, by the dissolution or annulment of their civil union or by the cessation of conjugal relationship unless such Spouse is the Member's, Former Member's or Pensioner's Beneficiary, or the Member, Former Member or Pensioner had notified the Board of Trustees in writing to pay the survivor benefit to the person notwithstanding the divorce, annulment of marriage, separation from bed and board, dissolution or annulment of the civil union or cessation of conjugal relationship.

The preceding paragraph applies to a person separated from bed and board from a Member or Former Member who dies or whose pension begins to be paid, as the case may be, after December 31, 2000 regardless of the date on which the

judgement granting separation from bed and board was rendered or became effective.

#17/7.15.99 (f) The term “Spouse”, when used in reference to an Employee, Member, Former
#16/4.23.98 Member or Pensioner affected by the pension law of **British Columbia**, means

#9/1.1.92 (i) a person who, at the relevant time, was married to and not living separate
#7/1.1.93 and apart (as defined in the *British Columbia Pension Benefits Standards Act*) from the Employee, Member, Former Member or Pensioner for the two-year period immediately preceding the relevant time, or

(ii) if paragraph (i) does not apply,

(A) a person who at the relevant time lived with the Employee, Member, Former Member or Pensioner as husband and wife for the 2 -year period immediately preceding the relevant time, or

(B) a person of the same gender who at the relevant time lived in a marriage-like relationship with the Employee, Member, Former Member or Pensioner for the 2-year period immediately preceding the relevant time.

#16/4.23.98 (g) The term “Spouse”, when used in reference to an Employee, Member, Former
#13/1.1.97 Member or Pensioner affected by the pension law of **Newfoundland**, means a person who:

(i) not being married to the Employee, Member, Former Member or Pensioner, and,

(A) not being prevented by law from marrying the Employee, Member, Former Member or Pensioner, has cohabited continuously with the Employee, Member, Former Member or Pensioner in a conjugal relationship for a period of not less than 1 year, or

(B) being prevented by law from marrying the Employee, Member, Former Member, or Pensioner, has cohabited continuously with the Employee, Member, Former Member or Pensioner in a conjugal relationship for a period of not less than 3 years,

and is cohabiting or has cohabited with the Employee, Member, Former Member or Pensioner within the preceding year, or

(ii) if there is no person described in paragraph (i)

(A) is married to the Employee, Member, Former Member or Pensioner,

(B) is married to the Employee, Member, Former Member or Pensioner by a marriage that is voidable and has not been voided by a judgement of nullity, or

(C) has gone through a form of marriage with the Employee, Member, Former Member or Pensioner, in good faith, that is void and is cohabiting or has cohabited with the Employee, Member, Former Member or Pensioner within the preceding year.

#16/4.23.98 (h) The term “Spouse”, when used in reference to any other Employee, Member,
#13/1.1.97 Former Member or Pensioner, is defined as either of 2 persons who, at the
#9/1.1.92 relevant time, is not living separate and apart from the other, and who,

#7/1.1.93 (i) are married to each other, or

(ii) are not married to each other and are living together in a conjugal relationship,

(A) continuously for a period of not less than 3 years, or

- (B) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Ontario *Family Law Act*.

Section 1.19. Trust Agreement.

“Trust Agreement” means the Agreement and Declaration of Trust dated April 9, 1962 establishing the American Federation of Musicians’ and Employers’ Pension Welfare Fund (Canada), together with any amendments thereto.

Section 1.20. Trust Fund or Fund.

“Trust Fund” or “Fund” means the American Federation of Musicians’ and Employers’ Pension Welfare Fund (Canada) established under the Trust Agreement, and shall include the assets referred to in Section 3 of Article IV thereof.

Section 1.21. Trustees.

“Trustees” mean the Board of Trustees as established and constituted from time to time in accordance with the Trust Agreement.

Section 1.22. Year’s Maximum Pensionable Earnings or YMPE.

“Year’s Maximum Pensionable Earnings” or “YMPE” shall have the same meaning as in the Canada Pension Plan.

Section 1.23. Other Terms.

Other terms are defined as follows, on the page indicated:

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ARTICLE 2

Membership

#19/1.1.2001 Section 2.01. Membership Eligibility.

#3/1.1.90 (a) After December 31, 2000,

(i) an Employee who first has Contributions made on his behalf after December 31, 2000, shall become a Member of the Plan on the first day of the Calendar Year following the Calendar Year in which he has accumulated:

(A) 700 hours of employment with an Employer; or

(B) Covered Earnings equal to or greater than 35% of the Year's Maximum Pensionable Earnings;

whichever occurs earlier.

(ii) Despite subsection 2.01(a)(i), an Employee shall become a Member of the Plan upon his attaining the requirements to acquire Vested Status under the Rules and Regulations for the Plan, as at December 31, 2000.

(b) After December 31, 1989, but before January 1, 2001:

(i) An Employee, as defined in Section 1.09(a), who first has Contributions made on his behalf after December 31, 1989, but before January 1, 2001, shall become a Member of the Plan when Contributions are received on his behalf from his first Employer.

(ii) An Employee, as defined in Section 1.09(b), who is first employed by an Employer after December 31, 1989, but before January 1, 2001, shall become a Member of the Plan on the first of the Calendar Year following the Calendar Year in which he has accumulated:

(A) 700 hours of employment with an Employer, or

(B) \$5,000.00 of Covered Earnings

whichever occurs earlier.

(iii) An Employee, as defined in Section 1.09(a), who first has Contributions made on his behalf prior to January 1, 1990 and who has not met the requirements of subsection (c) below to become a Member of the Plan on January 1, 1990 shall become a Member of the Plan when Contributions are paid on his behalf by his Employer after December 31, 1989.

(c) Prior to January 1, 1990

(i) An Employee, as defined in Section 1.09(a), who first has Contributions made on his behalf after December 31, 1986, shall become a member of the Plan on the first day of the Calendar Year following the Year in which Contributions, together with Contributions made in prior Calendar Years, represent at least \$5,000.00 of covered Earnings, provided that, for the purposes of this subparagraph, Contributions and Covered Earnings shall not be counted if they were earned in a Year that is prior in 2 consecutive Years in which no Contributions are made on behalf of the Employee.

(ii) An Employee, as defined in Section 1.09(b) who is first employed by an Employer after December 31, 1986, shall become a Member of the Plan on the first day of the Calendar year following the 2 consecutive Calendar Years in each of which he has accumulated:

(A) 700 hours of employment with an Employer, or

(B) \$5,000.00 of Covered Earnings.

- (iii) Notwithstanding the above, if the Contributions received on an Employee's behalf in any one of the 5 consecutive Calendar Years immediately preceding January 1, 1987 represent Covered Earnings of at least \$375, the Employee shall become a Member as of the first day of the Calendar Year following the Year in which the Contributions received on and after January 1, 1987 represent at least \$375 of Covered Earnings, provided this amount is accumulated within 5 years from the end of the year in which he has had at least \$375 of Covered Earnings reported.

#3/1.1.90 Section 2.02. Termination of Membership.

- (a) An Employee, as defined in Section 1.09(a), who last has Contributions reported after December 31, 1989, shall terminate his status as a Member as of the last day of the calendar month coincident with or next following:
 - (i) 6 consecutive months in which no Contributions are made on his behalf, provided he has not attained Vested Status at the end of the 6 months; or
 - (ii) 24 consecutive months in which no Contributions are made on his behalf if he has attained Vested Status.
- (b) An Employee, as defined in Section 1.09(a), who last has Contributions reported prior to January 1, 1990, shall terminate his status as a Member as of the last day of the calendar month coincident with or next following 24 consecutive months in which no Contributions are made on his behalf.
- (c) An Employee, as defined in Section 1.09(b), shall terminate his status as a Member as of the day he terminates employment with an Employer.

#3/1.1.90 Section 2.03. Reinstatement of Employee Membership.

An Employee who has terminated his status as a Member in accordance with Section 2.02 shall again become a Member upon meeting the requirements of Section 2.01.

Section 2.04. Coverage Under Prior Plan.

(a) A former Employee

(i) who does not have at least \$375 of Covered Earnings reported in any one of the 5 consecutive Calendar Years immediately preceding January 1, 1987, or

(ii) who has \$375 or more of Covered Earnings reported in at least one of the 5 consecutive Calendar Years immediately preceding January 1, 1987, but who fails to meet the requirements of Section 2.01(b)(iii) to become a Member of this Plan,

#3/1.1.90

shall be subject to the rules of the Prior Plan in effect on the day he last had at least \$375 of Covered Earnings reported, in respect of his periods of covered employment prior to January 1, 1987.

If this former Employee subsequently returns to employment of the type described in Section 1.09(a), he shall be considered a new Employee and must satisfy the requirements of Section 2.01 to become a Member of this Plan.

#3/1.1.90

(b) An Employee who has \$375 or more of Covered Earnings reported in at least one of the 5 consecutive Calendar Years immediately preceding January 1, 1987 1987, and who meets the requirements of Section 2.01 to become a Member of this Plan, shall have all of his periods of covered employment prior to January 1, 1988 subject to the provisions of this Plan.

#3/1.1.90

ARTICLE 3

Pension Eligibility and Amounts

Section 3.01. General.

This Article sets forth the eligibility conditions and benefit amounts for the pensions provided by this Plan. The accumulation and retention of service for eligibility are subject to the provisions of Article 4. Entitlement of an eligible Member to receive pension benefits is subject to his Retirement and application for benefits, as provided for in Article 5.

#3/1.1.90 Section 3.02. Normal Pension - Eligibility.

A Member shall be entitled to retire on a Normal Pension if he meets the following requirements:

- (a) he has attained age 65, and
- (b) he has attained Vested Status.

Section 3.03. Normal Pension - Amount.

#1/1.1.88 (a) (i) For Pensionable Service After December 31, 1991

#8/1.1.93 The monthly amount of the Normal Pension is \$3.70 for each \$100 of Contributions made to the Fund on the Member's behalf that were in respect of pensionable service after December 31, 1991.

(ii) For Pensionable Service Before January 1, 1992

The monthly amount of the Normal Pension is \$3.80 for each \$100 of Contributions made to the Fund on the Member's behalf that were in respect of pensionable service before January 1, 1992.

For purposes of this Section, Contributions shall be rounded to the nearest \$100.

- (b) A Member who was born before 1921 may have a Past Service Benefit added to his Normal Pension calculated in accordance with Section 3.03(a). The amount of the Past Service Benefit shall be a multiple of the Member's Normal Pension in accordance with the following table:

<u>Member's Year of Birth</u>	<u>Past Service Benefit as a Percentage of Normal Pension</u>
1900 or earlier	200%
1901	185
1902	170
1903	155
1904	140
1905	125
1906	110
1907	95
1908	80
1909	65
1910	50
1911	40
1912	30
1913	25
1914	20
1915	15
1916	10
1917	10
1918	5
1919	5
1920	5

In no event, however, shall the Past Service Benefit be greater than the amount (if any) which, when added to the Normal Pension provides a total benefit of \$80 a month, if the Member's pension is effective after age 65.

Section 3.04. Early Pension - Eligibility.

A Member shall be entitled to retire on an Early Pension if he meets the following requirements:

- (a) he has attained age 55, but not age 65, and
- (b) he has attained Vested Status.

#6/7.1.93 Section 3.05. Early Pension - Amount.

The monthly amount of the Early Pension shall be the monthly amount of the Normal Pension, calculated in accordance with Section 3.03, reduced by the following percentages:

- (a) If the effective date of the Early Pension is on or after the attainment of age 60, 1/3 of 1% for each full month by which the effective date of the Early Pension precedes age 65.
- (b) If the effective date of the Early Pension is prior to the attainment of age 60, 20% plus 1/2 of 1% for each full month by which the effective date of the Early Pension precedes age 60.

Section 3.06. Deferred Pension - Eligibility.

A Former Member shall be entitled to a Deferred Pension if he has attained Vested Status, and has not elected the Portability Option in accordance with Section 4.04.

A Deferred Pension shall be payable to a Former Member upon Retirement on or after the attainment of age 55.

#3/1.1.90 Section 3.07. Deferred Pension - Amount.

- (a) On or After Age 65. If the Deferred Pension commences on or after the Former Member attains age 65, the monthly amount of the Deferred Pension shall be

equal to the monthly amount of the Normal Pension as calculated in accordance with Section 3.03.

- (b) Before Age 65. If the Deferred Pension commences before the Former Member attains age 65, the monthly amount of the Deferred Pension shall be equal to the monthly amount of the Early Pension, as calculated in accordance with Section 3.05.

#3/1.1.90 Section 3.08. Disability Pension - Eligibility.

A Member shall be entitled to retire on a Disability Pension if:

- (a) he becomes totally and permanently disabled as defined in Section 3.09;
- (b) he is not eligible to retire on a Normal Pension, and
- (c) he has attained Vested Status.

#9/1.1.92 Section 3.09. Permanent and Total Disability Defined.

A Member shall be deemed permanently and totally disabled within the meaning of this Plan only if the Trustees, in their sole and absolute discretion, shall determine on the basis of evidence, including a written certification from a medical doctor who is licensed to practise under the laws of a province or of the place where the Member resides, that:

- (a) he is totally unable, as a result of bodily injury or disease to engage in or perform duties of any occupation for remuneration or profit, and
- (b) such disability will be permanent and continuous for the remainder of his life.

A Member applying for a Disability Pension may be required to submit to an examination by a physician or physicians selected by the Trustees. If the Member is awarded a Disability Pension, he may be required to submit to re-examination periodically as the Trustees may direct. The Trustees, in their sole and absolute discretion, may require or accept, as additional proof of permanent and total disability, the determination that the

Member is entitled to a disability benefit under the Canada Pension Plan or the **Quebec** Pension Plan.

Section 3.10. Disability Pension - Amount.

#3/1.1.90

The monthly amount of the Disability Pension shall be equal to the monthly amount of the Normal Pension accrued to the date of his disability.

Section 3.11. Cessation of Disability.

If a Disability Pensioner who would have qualified for an Early Pension at the time of his Retirement on a Disability Pension should subsequently cease to be disabled, he shall then be entitled to apply for a Reduced Early Pension which shall become effective as of the month his Disability Pension terminates and shall be based on his attained age when he first retired on a Disability Pension.

#20/1.1.01

Section 3.12. Pre-Retirement Spouse's Benefit - Eligibility.

Subject to any right to or interest in the benefit that may arise under Section 5.14, the Spouse of a Member or Former Member shall be entitled to a Pre-Retirement Spouse's Benefit if the Member or Former Member dies after attaining Vested Status, but before meeting the requirements to be a Pensioner.

The Spouse of a Member or Former Member who is affected by the pension laws of **Ontario** may waive the right to the Pre-Retirement Spouse's Benefit by filing a written waiver with the Board of Trustees in a form approved by the **Ontario** Superintendent of Financial Services, that is signed by the Spouse in the presence of a witness. In the event such waiver is filed with the Board of Trustees prior to the Member's or Former Member's death and has not been revoked by the Spouse prior to the Member's or Former Member's death, it shall be considered as if the Member or Former Member does not have a Spouse eligible for the Pre-Retirement Spouse's Benefit and Section 3.14 shall apply.

The Spouse of a Member or Former Member who is affected by the pension law of **British Columbia** may waive the right to the Pre-Retirement Spouse's Benefit by executing a waiver in a form prescribed by the Act, and in the presence of a witness. In the event such waiver is filed with the Trustees prior to the payment of the Pre-Retirement Spouse's Benefit, it shall be considered as if the Member or Former Member does not have a Spouse eligible for the Pre-Retirement Spouse's Benefit and Section 3.14 shall apply.

The Spouse of a Member or Former Member who is affected by the pension law of **Quebec** may waive the right to the Pre-Retirement Spouse's Benefit by executing a waiver containing the information prescribed by the Act. In the event such waiver is filed with the Board of Trustees prior to the Member's or Former Member's death and has not been revoked prior to the Member's or Former Member's death, it shall be considered as if the Member or Former Member does not have a Spouse eligible for the Pre-Retirement Spouse's Benefit and Section 3.14 shall apply.

If the Spouse of a deceased Member or Former Member affected by the pension law of **Alberta** is eligible to receive a benefit under this Section but dies before pension commencement without having elected to make the transfer under Section 4.04(b), a lump sum payment equal to the Commuted Value of the deceased Member's or Former Member's pension shall be payable to the Spouse's designated beneficiary, if living, and otherwise to the Spouse's estate.

#20/1.1.01 Section 3.13. Pre-Retirement Spouse's Benefit - Amount.

- (a) The Pre-Retirement Spouse's Benefit shall be a monthly amount, payable for the life of the surviving Spouse with the first 120 payments guaranteed, the value of which is equal to 100% of the Commuted Value of the Member's or Former Member's benefit accrued to the date of his death.
- (b) In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member who is not affected by the pension law of **Alberta, British Columbia, Manitoba, Newfoundland or Saskatchewan** may

elect to receive a lump sum payment or a deferred monthly pension, the value of which is equal to the Commuted Value of the Member's or Former Member's benefit accrued to the date of death. If a deferred monthly pension is elected, the payment of such pension may not be deferred beyond the month following the surviving Spouse's 65th birthday. If a lump sum payment of the Commuted Value is elected, it shall be credited with interest from the date of death to the date of payment at the rate used to calculate the Commuted Value.

- (c) In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member affected by the pension law of **Alberta, British Columbia, Manitoba, Newfoundland** or **Saskatchewan** may elect the Portability Option as provided in Section 4.04(b). In this event, the Commuted Value shall be credited with interest from the date of death to the date of payment at the rate used to calculate the Commuted Value.
- (d) In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member who is affected by the pension law of **Newfoundland** and who dies before attaining age 55, may elect to receive a lump sum payment the value of which is equal to the Commuted Value of the Member's or Former Member's benefit accrued to the date of death.
- (e) Notwithstanding the provisions of subsection (a) above, where a Member or Former Member dies on or after attaining age 55, the value of the Pre-Retirement Spouse's Benefit payable to the surviving Spouse shall be the greater of:
 - (i) the value of a 60% joint and survivor pension the Spouse would have been entitled to receive, had the Member or Former Member retired on a 60% joint and survivor pension the day before death; and
 - (ii) the Commuted Value of the Member's or Former Member's benefit accrued to the date of death.

- (f) Notwithstanding the provisions of subsection (a) above, in the event a Member who is affected by the pension law of **Quebec** and who elects to postpone his pension in accordance with Section 4.22 dies during the period of postponement, the value of the Pre-Retirement Spouse's Benefit that is payable to his surviving Spouse shall be the greater of:
- (i) the value of the pension the surviving Spouse would have been entitled to receive under Section 6.02 had the Member commenced his pension on the day before his death, unless the Spouse has waived such pension; and
 - (ii) the value of the Pre-Retirement Spouse's Benefit as determined in subsection (a).

#20/1.1.01 Section 3.14. Pre-Retirement Death Benefit - Eligibility.

In the event a Member or Former Member dies before retirement and there is no person eligible to receive the benefit payable under Section 3.13, the Member's or Former Member's Beneficiary, designated in accordance with Section 5.09, shall be entitled to a Pre-Retirement Death Benefit if the Member or Former Member dies after attaining Vested Status but before meeting all the requirements to become a Pensioner.

If there is no designated Beneficiary, or if the last named Beneficiary has pre-deceased the Member or Former Member, the Pre-Retirement Death Benefit shall be paid to the Member's or Former Member's estate.

Section 3.15. Pre-Retirement Death Benefit - Amount.

The Pre-Retirement Death Benefit shall be a lump sum payment, the value of which is equal to 100% of the Commuted Value of the Member's or Former Member's benefit accrued to his date of death.

Section 3.16. Whole Dollar Amount.

The monthly amount of pension benefit computed in accordance with this Article 3 or, if any adjustment as provided elsewhere is applicable, as adjusted, shall be rounded to the next higher whole dollar amount.

Section 3.17. Non-Duplication.

A person shall receive only 1 pension under this Plan except that a Pensioner may also receive a pension as the surviving Spouse or Beneficiary of a deceased Member or Former Member.

#9/1.1.92 Section 3.18. Limitation of Benefit Amounts.

In no event shall the amount of annual pension in respect of pensionable service before January 1, 1992, that is payable at Normal Retirement Age, exceed an amount that is the lesser of:

- (a) \$1,722.22 or such higher amount as may be permitted under the *Income Tax Act*, times the number of years of pensionable service before January 1, 1992, and
- (b) the amount that is the product of:
 - (i) two per cent per year of pensionable service before January 1, 1992; and
 - (ii) the highest average indexed compensation of the Member or Former Member, computed in accordance with the provisions of the *Income Tax Act*.

For retirement between the ages of 55 and 65, the amount of the annual pension in respect of pensionable service before January 1, 1992, that is payable at retirement, shall not exceed the maximum amount computed above, reduced by 1/4 of 1% for each full month by which the date of retirement precedes the earlier of:

- (a) the date on which the Member attains 60 years of age,
- (b) the day on which the Member has 30 years of pensionable service, and
- (c) the day on which the aggregate of the Member's age and years of pensionable service is equal to 80,

if the Member had continued in covered employment.

For termination or death prior to age 65, the amount of the annual pension in respect of pensionable service before January 1, 1992, that is payable at retirement or death, shall not exceed the maximum amount computed above projected to age 65 by an amount that is considered actuarially reasonable.

#9/1.1.92 Section 3.19. Schedules A and B.

In the event a Member's or Former Member's monthly pension in respect of pensionable service before January 1, 1992, computed at the date of retirement, termination or death exceeds the maximum pension permitted under Section 3.18, the Member's or Former Member's pension shall instead be calculated in accordance with the provisions of this Section.

- (a) For purposes of determining the monthly pension payable, Contributions made to the Fund on the Member's or Former Member's behalf in respect of pensionable service before January 1, 1992, shall be allocated between Schedule A and Schedule B such that the benefit computed under each Schedule when added together shall equal the maximum amount permitted under Section 3.18.
- (b) Schedule A

In respect of the amount of Contributions allocated to Schedule A pursuant to subsection (a) above, the monthly amount of the Normal Pension is \$3.80 for each \$100 of Contributions so allocated.

(c) Schedule B

- (i) In respect of the amount of Contributions allocated to Schedule B pursuant to subsection (a) above, the monthly amount of the Normal Pension is \$2.45 for each \$100 of Contributions so allocated.
- (ii) The monthly pension determined in paragraph (i) under this Schedule B shall be increased on January 1 of each year by 4%.
- (iii) In lieu of the normal form of pension provided in Section 6.01, the monthly pension payable under this Schedule B shall be a life annuity guaranteed for 180 payments to a Pensioner who does not have a Spouse on the date the first installment of the pension is due or whose Spouse has waived the joint form.
- (iv) In lieu of the joint form of pension provided in Section 6.02, the monthly pension payable under this Schedule B to a Pensioner who has a Spouse on the date the first installment of the pension is due, shall be a joint and $\frac{2}{3}$ (K) survivor pension with the first 60 payments guaranteed. This pension shall provide payments to the Pensioner for as long as the Pensioner lives. If the Pensioner dies before receiving 60 monthly payments, the balance of such 60 payments shall be paid to the Spouse as they fall due, and thereafter the Spouse shall be paid a lifetime monthly pension equal to $66\frac{2}{3}\%$ (66K%) of the regular monthly pension that otherwise would have been payable to the Pensioner. If the Spouse predeceased the Pensioner and the Pensioner dies before receiving 60 monthly payments, the balance of the 60 payments shall be paid to the Beneficiary as they fall due.
- (v) In the event a Member or Former Member dies before retirement, in lieu of the benefits payable under Section 3.13(a), the Pre-Retirement Spouse's Benefit payable under this Schedule B shall be a lifetime monthly pension

to the Spouse in the amount of 66K% of the Member's or Former Member's benefit accrued to the date of his death, with the first 180 payments guaranteed. If the Spouse dies before receiving 180 payments, the balance of the 180 payments shall be paid to the Beneficiary as they fall due.

#12/1.1.97 Section 3.20. Special Retirement Pension - Eligibility.

A Member shall be entitled to retire on a Special Retirement Pension if he meets the following requirements:

- (a) he has attained age 55, but not age 65,
- (b) he has attained Vested Status, and
- (c) he has at least 15 years in each of which Contributions were made to the Fund on his behalf.

For the purposes of paragraph (c), the 15 Years shall not include any periods which have been cancelled before the attainment of Vested Status.

#18/1.1.00 Section 3.21. Special Retirement Pension - Amount.

#12/1.1.97 The monthly amount of the Special Retirement Pension shall be the monthly amount of the Normal Pension, calculated in accordance with Section 3.03, reduced by the following percentages:

- (a) For Retirement from active membership on or after January 1, 2000.
 - (i) If the effective date of the Special Retirement Pension is on or after the attainment of age 61, there shall be no reduction.
 - (ii) If the effective date of the Special Retirement Pension is prior to the attainment of age 61, 1/3 of 1% for each full month by which the effective date of the Special Retirement Pension precedes age 61.

- (b) For Retirement from active membership before January 1, 2000.
 - (i) If the effective date of the Special Retirement Pension is on or after the attainment of age 63, there shall be no reduction.
 - (ii) If the effective date of the Special Retirement Pension is on or after the attainment of age 58, 1/3 of 1% for each full month by which the effective date of the Special Retirement Pension precedes age 63.
 - (ii) If the effective date of the Special Retirement Pension is prior to the attainment of age 58, 20% plus 1/2 of 1% for each full month by which the effective date of the Special Retirement Pension precedes age 58.

#20/1.1.01 Section 3.22. Additional Benefit - Eligibility.

- (a) A Member who terminates Plan membership 10 years or more before Normal Retirement Age shall be entitled to an Additional Benefit in respect of pensionable service after December 31, 2000.
- (b) If a Member dies 10 or more years before Normal Retirement Age, his Spouse or designated Beneficiary, as the case may be, shall be entitled to an Additional Benefit in respect of pensionable service after December 31, 2000.

#20/1.1.01 Section 3.23. Additional Benefit - Amount.

- (a) In the event a Member eligible for the Additional Benefit pursuant to Section 3.22(a) elects to exercise his option under Section 4.04(a), the Additional Benefit shall be a lump sum equal to the difference between:
 - (i) the Commuted Value of the Deferred Pension in respect of pensionable service after December 31, 2000 payable at age 65, adjusted by an “Adjustment Factor” and

- (ii) the Commuted Value of the Deferred Pension in respect of pensionable service after December 31, 2000 calculated in accordance with Section 3.07(b).

For purposes of this subsection only, the “Adjustment Factor” is the percentage corresponding to 50% of the implicit Consumer Price Index rate calculated in accordance with Section 61 of the *Quebec Supplemental Pension Plans Act* compounded for the number of years between the month the Member terminates membership and the month the Member reaches an age that is 10 years under Normal Retirement Age. In any event, the annualized adjustment rate shall not be less than 0% nor greater than 2%.

- (c) In the event a Member eligible for the Additional Benefit pursuant to Section 3.22(a) elects to receive a Deferred Pension, the Additional Benefit shall be a monthly life annuity payable in the same form of payment as the Deferred Pension, the lump sum value of which, calculated in accordance with Section 61 of the *Quebec Supplemental Pension Plans Act*, is equal to the difference between
 - (i) the Commuted Value of the Deferred Pension in respect of pensionable service after December 31, 2000 payable at age 65, adjusted by an “Adjustment Factor” and
 - (ii) the Commuted Value of the Deferred Pension in respect of pensionable service after December 31, 2000 calculated in accordance with Section 3.07(b).

For purposes of this subsection only, the “Adjustment Factor” is the annualized percentage corresponding to 50% of the annualized uniform rate of change in the seasonally unadjusted All-Items Consumer Price Index for Canada published by Statistics Canada between the month the Member terminates membership and the month the Member reaches an age that is 10 years under Normal Retirement Age, such annualized adjustment rate to be compounded annually for the same period.

In any event, the annualized adjustment rate shall not be less than 0% nor greater than 2%.

- (d) The Additional Benefit for a surviving Spouse eligible pursuant to Section 3.22(b) shall be a monthly life annuity determined in accordance with subsection (b) assuming that the Member terminated Plan membership on the day of his death.

For a designated Beneficiary eligible pursuant to Section 3.22(b) or a surviving Spouse eligible pursuant to Section 3.22(b) who elects to exercise the option provided under Section 4.04(b), the Additional Benefit shall be determined in accordance with subsection (a) assuming that the Member terminated Plan membership on the day of his death.

ARTICLE 4

Pension Credit, Vesting Service and Portability

Section 4.01. Accumulation of Pension Credits Prior to January 1, 1988.

A Member shall be credited with Pension Credit in accordance with the following schedule for each Calendar Year in which Contributions are made on his behalf:

<u>Contributions Received in Year Represent Covered Earnings of:</u>	<u>Quarters of Pension Credit</u>
Less than \$ 375	0
\$ 375 to 749	1
750 to 1,124	2
1,125 to 1,499	3
1,500 or more	4

Any Pension Credit earned by a Member who has a period of 5 consecutive Calendar Years in which he had Covered Earnings of less than \$375, and who has not yet attained Vested Status shall not be counted.

Section 4.02. Vesting Service.

A Member shall be credited with 1 month of Vesting Service for each month in which he is a Member of the Plan.

#19/1.1.01 Section 4.03. Vested Status.

- (a) An Employee who becomes a Member of the Plan after December 31, 2000 acquires immediate Vested Status.
- (b) Any Member of the Plan who has Contributions made on his behalf after December 31, 2000, acquires immediate Vested Status.

- #7/1.1.93** (c) An Employee who becomes a Member of the Plan prior to January 1, 2001 and does not have any Contributions made on his behalf after December 31, 2000,

acquires Vested Status on the earliest date that one of the following requirements is met:

- (i) he has accumulated at least 24 months of Vesting Service; or
- (ii) he has attained Normal Retirement Age while still a Member of the Plan.

#20/1.1.01 Section 4.04. Portability Option.

- (a) For termination of membership in the Plan occurring after December 31, 1986, for a Member affected by the pension law of **Alberta** or **Manitoba**, and for termination of membership in the Plan occurring after December 31, 1987 for any other Member:
 - (i) If a Member terminates membership in the Plan after attaining Vested Status, and before being eligible for an immediate pension, such Member or Former Member may elect to transfer the Commuted Value of his accrued Normal Pension to:
 - (A) another pension plan if that other plan permits and the transfer is made in accordance with the transfer rules of the *Income Tax Act* and the Act;
 - (B) to a retirement savings arrangement that is established in accordance with the provisions of the Act and registered under the *Income Tax Act*; or
 - (C) purchase an immediate or deferred life annuity of the kind permitted by the Act.
 - (ii) Upon terminating his membership in the Plan, a Former Member who wishes to make the transfer as provided in subsection (a)(i) above, must notify the Fund of his election within 90 days from receipt of a termination statement.

- (iii) A Former Member who elects to make the transfer provided under subsection (a)(i) above shall cease to be a Former Member and shall not be entitled to any further benefits in respect of his membership before the transfer.
- (iv) If he is not affected by the pension law of **Quebec**, a Former Member who does not make an election within the time period as indicated in subsection (a)(ii), shall be deemed to have elected to receive a Deferred Pension commencing at retirement. Such Former Member shall not be deemed to have the right to make any other election under this Section.
- (v) If he is affected by the pension law of **Quebec**, a Former Member who does not make an election within the time period as indicated in subsection (a)(ii) shall have the right to exercise this Portability Option within 90 days following the end of every 5th year from the date of termination of membership to attainment of age 55, and also within 90 days following the date on which the Former Member attains age 55.
- (vi) If he is affected by the pension law of **British Columbia**, a Former Member who returns to work and starts to accrue further benefits prior to the filing of an application to transfer and all other applicable documents, such Former Member shall not have the right to make the transfer under this Section until a subsequent termination of plan membership occurs.
- (vii) The Spouse or Former Spouse of a Former Member, who is entitled to a portion of the Former Member's pension benefits as a result of the application of Section 5.14, may elect this Portability Option at a time and in a manner as permitted under the Act, subject to all of the conditions as set forth in this subsection (a).

#7/1.1.93 (b) For a Member or Former Member affected by the pension law of **Alberta, British Columbia, Manitoba or Saskatchewan**:

- (i) If a Member or a Former Member dies after attaining Vested Status but before retirement, his surviving Spouse may make the same election as is outlined in (a)(i) above, with respect to the Commuted Value of the Pre-Retirement Spouse's Benefit.
- (ii) A surviving Spouse who elects to make the transfer as provided in subsection (b)(i) above, must notify the Fund of his/her election within 90 days of the receipt of the required statement from the Fund.
- (iii) Upon electing to make the transfer provided under subsection (b)(i) above, a surviving Spouse is not entitled to any further benefits in respect of the deceased Member's or Former Member's membership in the Plan.
- (iv) A surviving Spouse who does not make an election within the time period as indicated in subsection (b)(ii) above, shall be deemed to have elected to receive a monthly life annuity. Such surviving Spouse shall not be deemed to have the right to make any other election under this Section.

#10/1.1.92 (c) Notwithstanding the foregoing provisions of this Section, if making a transfer would impair the solvency of the Fund, the transfer of a portion or all of the Commuted Value may be deferred in accordance with the Act. Any amount so deferred shall be credited with interest, and shall be transferred as soon as is practicable in accordance with the Act and the *Income Tax Act*.

ARTICLE 5

Applications, Benefit Payments, and Retirement

Section 5.01. Applications.

Application for a pension shall be made in writing on a form and in the manner prescribed by the Trustees and shall be filed with the Trustees in advance of the first month for which benefits shall become payable, except as may be provided in Section 5.04. A surviving Spouse or Beneficiary shall file an application for benefits as soon as possible following the date of death of the Member, Former Member or Pensioner.

Section 5.02. Information and Proof.

Every Member, Former Member, Pensioner, Spouse or Beneficiary shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefit rights. If the Member, Former Member, Pensioner, Spouse or Beneficiary makes a materially erroneous or false statement material to his application or furnishes fraudulent information or proof, material to his claim, benefits may be denied, suspended, or discontinued. The Trustees shall have the right to recover any benefit payments made in reliance on any materially erroneous or fraudulent statement, information, or proof submitted by a Member, Former Member, Pensioner, Spouse or Beneficiary.

Section 5.03. Action of Trustees.

The Trustees shall, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan, and decisions of the Trustees shall be final and binding on all parties. The Trustees shall interpret and apply the Plan without discrimination making like decisions under like circumstances.

Section 5.04. Benefit Payments.

A Member, Former Member, Spouse or Beneficiary who is eligible to receive benefits under this Plan, and makes application in accordance with the rules of this Plan, shall be entitled to receive the monthly payments provided for the remainder of his life, subject to the provisions of this Plan.

Benefits shall be payable as follows:

- #3/1.1.90 (a) Benefits for a Normal Pension shall first be payable for the later of:
- (i) the month following the month in which the Member reaches Normal Retirement Age; or
 - (ii) the month following the month in which the Member last has Covered Earnings reported.

Notwithstanding the foregoing, in the case of a Member who continues to work, benefits shall be payable for the month following the month in which a complete application is received by the Fund.

- #12/1.1.97 (b) Benefits for a Special Retirement Pension or an Early Pension shall first be
#6/1.1.92 payable for the latest of:
- (i) the month following the month in which a complete application is received; or
 - (ii) the month for which the Member has elected to begin receiving benefits.
- (c) Benefits for a Deferred Pension shall first be payable as follows:
- (i) for the month following the month in which the Former Member reaches age 65, or

#3/1.1.90 (ii) if the pension is to commence before attainment of age 65 in accordance with Section 3.07(b), benefits shall first be payable for the month following the expiration of 60 days from the date application for such early commencement is received, or the month for which the Former Member has elected to begin receiving benefits, if later.

(d) Benefits for a Disability Pension shall first be payable for the month following the commencement of disability as approved by the Trustees. In the event the date of commencement of disability is more than 12 months prior to the date the application is received, retroactive payments shall only be made for a maximum of 12 months, including the month in which the application is received.

#3/1.1.90 (e) Benefits for a Pre-Retirement Spouse's Benefit payable to the Spouse in accordance with Section 3.13 shall first be payable for the month following the month of death of the Member or Former Member, unless a later date or the Portability Option is elected, and shall end with the later of the payment for the month coincident with the date of death of the Spouse, or the 120th monthly payment.

(f) Benefits payable to a Beneficiary shall first be payable for the month following the month of death of the Member, Former Member or Pensioner.

(g) Benefit payment, other than as provided in subsection (e) above, shall end with the payment for the month coincident with the date of death of the Pensioner or the last month of a guaranteed period as defined in Section 6.01, except if the joint form of pension payment under Section 6.02 is in effect.

#20/1.1.01 Section 5.05. Commutation of Small Pension.

#17/7.15.99 (a) Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, upon the termination or retirement of a Member who is under the jurisdiction of **Ontario** and **Nova Scotia**, the Trustees may pay to such Member a single cash payment that is the Commuted Value of the monthly pension in full settlement of any and

all benefits to which the Member may be entitled if the monthly pension that would be payable at Normal Retirement Age is less than 1/12 of 2% of the YMPE for the Year in which the Member ceases membership in the Plan or retires.

- (b) Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, in the event a Member or Former Member affected by the pension law of **Manitoba** terminates membership, retires or dies, the Trustees shall pay to such Member or Former Member or the surviving Spouse of such deceased Member or Former Member, a single cash payment that is the Commuted Value of the monthly pension benefit amount in full settlement of any and all pension benefits to which the Member or Former Member may be entitled if:
 - (i) the monthly pension that would be payable at Normal Retirement Age is less than 1/12 of 4% of the YMPE for the Year in which the Member or Former Member ceases to participate in the Plan, retires or dies; or
 - (ii) the Commuted Value of the monthly pension that would be payable at Normal Retirement Age is less than 4% of the YMPE for the Year in which the Member or Former Member ceases to participate in the Plan, retires or dies.

- (c) Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, a Member or Former Member who is affected by the pension law of **British Columbia** and who terminates membership, retires or dies, such Member or Former Member, or the surviving Spouse of such deceased Member or Former Member, may elect a single cash payment in full settlement of any and all pension benefits to which the Member or Former Member may be entitled if:
 - (i) the monthly pension that would be payable at Normal Retirement Age is less than 1/12 of 10% of the YMPE for the Year in which the earliest of termination of membership, death or retirement occurs; or

- (ii) the Commuted Value of the monthly pension that would be payable at Normal Retirement Age is less than 20% of the YMPE for the Year in which the earliest of termination of membership, death or retirement occurs.
- (d) Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, upon the earliest of termination of membership, death or pension commencement, a Member or Former Member who is affected by the pension law of **Alberta**, or the surviving Spouse of such Member or Former Member may elect a single cash payment that is the Commuted Value of the Member's or Former Member's monthly pension amount in full settlement of any and all benefits to which the Member or Former Member may be entitled if:
 - (i) the monthly pension that would be payable at the Member's or Former Member's Normal Retirement Age is less than 1/12 of 4% of the YMPE for the Year in which the earlier of termination of membership, death or pension commencement occurs; or
 - (ii) the Commuted Value of the monthly pension that would be payable at the Member's or Former Member's Normal Retirement Age is less than 20% of the YMPE for the Year in which the earlier of termination of membership, death or pension commencement occurs.
- (e) Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, in the event a Member or Former Member who is affected by the pension law of **Saskatchewan** terminates membership, retires or dies, such Member or Former Member or the surviving Spouse of such Member or Former Member may elect a single cash payment that is the Commuted Value of the monthly pension, in full settlement of any and all benefits to which the Member or Former Member or his surviving Spouse may be entitled if:
 - (i) the monthly pension is less than 1/12 of 2% of the YMPE for the Year in which the entitlement occurs; or

- (ii) the Commuted Value of the monthly pension is less than 4% of the YMPE for the Year in which the entitlement occurs.

- (f) Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, upon termination of membership or retirement, a Member who is under the jurisdiction of **Quebec** may elect a single cash payment that is the Commuted Value of the monthly pension in full settlement of any and all benefits to which the Member may be entitled if the Commuted Value of the monthly pension that would be payable at Normal Retirement Age is less than 20% of the YMPE under the Act establishing the **Quebec** Pension Plan, for the Year in which the Member ceases to participate in the Plan or retires. This right may be exercised, before payment of pension begins by applying within 90 days of the receipt of the termination statement and subsequently, within 90 days following the end of every 5th year from the date of termination of membership.

- (g) Notwithstanding the provisions of Sections 4.01, 6.01 and 6.02, a Member or Former Member who is under the jurisdiction of **Newfoundland** and who terminates membership, retires or dies, such Member or Former Member, or the surviving Spouse of such deceased Member or Former Member, may elect a single cash payment that is the Commuted Value of the monthly pension, in full settlement of any and all benefits to which the Member, Former Member or the surviving Spouse may be entitled if:
 - (i) the monthly pension that would be payable at Normal Retirement Age is less than 1/12 of 4% of the YMPE for the Year in which the earliest of termination of membership, death or retirement occurs; or
 - (ii) the Commuted Value of the monthly pension that would be payable at Normal Retirement Age is less than 10% of the YMPE for the Year in which the earliest of termination of membership, death or retirement occurs.

(h) A Member who is under the jurisdiction of **Quebec**, whose Plan membership has terminated and who has not been residing in Canada for at least 2 years in accordance with the criteria under the *Civil Code of Quebec*, is entitled to a refund of the lump sum value of his accrued pension.

#11/1.1.97 Section 5.06. Postponed Retirement.

#6/1.1.92 Retirement under this Plan is voluntary. A Member who postpones his retirement and continues employment after attaining Normal Retirement Age shall continue to accrue pension benefits subject to the terms of the Plan. However, no Member shall accrue additional benefits on the basis of employment after the end of the Calendar Year in which the Member attains 69 years of age.

A Member who postpones his retirement and remains employed after Normal Retirement Age by the same Employer by whom he was employed at Normal Retirement Age, shall be entitled to a Normal Pension at retirement that is not less than the actuarial equivalent of the Normal Pension that would have been payable at Normal Retirement Age had the retirement not been postponed.

#11/1.1.97 Notwithstanding the foregoing, payment of benefits to a Member or Former Member
#9/1.1.92 shall commence no later than the end of the Calendar Year in which the Member or Former Member attains 69 years of age.

#11/1.1.97 Section 5.07. Employment After Retirement.

#9/1.1.92 If, before the end of the Calendar Year in which a Pensioner attains age 69, the Pensioner takes employment of the type described in Section 1.09, the Contributions remitted to the Fund on his behalf for such employment shall be accumulated in his post-retirement contribution account. At the end of each Calendar Year, the Contributions received during that Calendar Year, together with credited interest, shall be withdrawn from the post-retirement contribution account and converted into a monthly pension based on actuarial tables and methods recommended by the Actuary and approved by the Trustees. The additional monthly pension benefit shall be effective on the first of the year following the Calendar Year in which such Contributions were made.

Section 5.08. Designation of Beneficiary.

#3/1.1.90 A Member, Former Member or Pensioner may designate a Beneficiary or Beneficiaries to receive the pre-retirement death benefits, if any, provided in accordance with Sections 3.14, or 6.01 by forwarding such designation to the Trustees in a form acceptable to the Trustees. A Member, Former Member or Pensioner shall have the right to change his designation of Beneficiary without the consent of the Beneficiary, but no change shall be effective or binding on the Trustees unless it is received by the Trustees prior to the time any payments are made to the Beneficiary whose designation is on file with the Trustees.

#3/1.1.90 Any benefits provided in accordance with Sections 3.16 or 6.01 shall be paid to such designated Beneficiary. If such designated Beneficiary, who has survived the Pensioner and is, therefore, entitled to the benefits dies prior to the receipt of the payment of benefits, such benefits shall be paid to the estate of such Beneficiary.

Section 5.09. No Beneficiary.

#3/1.1.90 If a Member, Former Member or Pensioner dies, does not have a surviving Spouse, and has not designated a Beneficiary, or there is no designated Beneficiary alive on the date of death, any pre-retirement death benefit provided under Sections 3.14 or 6.01, shall be payable to the estate of the Member, Former Member or Pensioner.

Section 5.10. Statutory Beneficiary.

The provisions of Sections 5.08 and 5.09 shall be subject to the right of entitlement of a Spouse to receive the pre-retirement death benefits as may be prescribed by the Act.

Section 5.11. Incompetence or Incapacity of a Pensioner, Spouse or Beneficiary.

In the event the Trustees receive written notice and determine to their satisfaction that a Pensioner, Spouse or Beneficiary is unable to care for his affairs because of mental or physical incapacity, the Trustees may pay the benefits due such Pensioner, Spouse or Beneficiary to his legally-appointed guardian, committee, or other legal representative. Payment by the Trustees to such legal representative shall operate to discharge the

Trustees from any liability to such Pensioner, Spouse or Beneficiary or to anyone representing him or his interest.

Section 5.12. Non-Assignment of Benefits.

#9/1.1.92 Except as may be provided under Section 5.14, no Member, Former Member, Pensioner, Spouse or Beneficiary entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, charge, give as security, surrender or impair in any manner his legal or beneficial interest, or any interest in the assets of the Pension Fund, or any interest in any benefits of this Pension Plan. Neither the Pension Fund nor any of the assets thereof, shall be liable for the debts of any Member, Former Member, Pensioner, Spouse or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment, seizure, or execution or process in any court or action or proceeding.

#7/1.1.92 Notwithstanding the foregoing, the following shall not be considered as a violation of the provisions of this Section:

- (a) an assignment pursuant to a decree, order or judgement of a competent tribunal or a written agreement in settlement of rights arising as a consequence of the breakdown of a marriage or other conjugal relationship between a person and the person's spouse or former spouse;
- (b) an assignment by the legal representative of a deceased person for the distribution of the person's estate; and
- (c) a reduction of benefits to avoid revocation of registration of the plan under the *Income Tax Act*.

Section 5.13. Notice.

A letter mailed to the last known address of any Employee, Member, Former Member, Pensioner, Beneficiary, Spouse or other person shall constitute proper notice. Any Employee, Member, Former Member, Pensioner, Beneficiary, Spouse or other person shall be obligated to keep the Trustees advised of his mailing address (so that any

properly addressed mail will be received by him within 6 months). Failure to keep the Trustees advised of a proper mailing address shall not constitute good cause for failure to respond to any notice from the Trustees addressed to the last known address.

Section 5.14. Payment on Marriage Breakdown.

#17/7.15.99 If a Member or Former Member obtains a divorce, annulment or separation, the
#13/1.1.97 allocation of his pension benefit or its Commuted Value, or the method of payment, shall be in accordance with the Act.

In no case may the actuarial present value of the benefits paid to the Member or Former Member and/or the Spouse be greater than what would have been payable had the spousal relationship not been dissolved.

#16/1.1.98 Section 5.15. Phased Retirement Under Quebec *Supplemental Pension Plans Act*.

This Section only applies to Members and Former Members who are affected by the Quebec *Supplemental Pension Plans Act*.

- (a) A Member who is within ten years of Normal Retirement Age and whose working time is reduced pursuant to a collective agreement with an Employer is entitled to elect an Early Benefit subject to the following:
 - (i) The Early Benefit shall be an annual lump sum for each year covered by the collective agreement during which the Member's working time is reduced. In exchange for this Early Benefit, the Member's pension payable at normal retirement shall be actuarially reduced to take into account the payment of the Early Benefit.
 - (ii) For the purposes of paragraph (a)(i) above, the annual lump sum payment shall be equal to the lowest of:
 - (A) 70% of the reduction in remuneration resulting from the reduced working time during the year,

- (B) 40% of the Maximum Pensionable Earnings under the **Quebec** Pension Plan for the Year, or
 - (C) the Commuted Value of the Member's benefit under the Plan determined as if the Member has terminated participation in the Plan on the date of application for the payment of the Early Benefit.
- (b) A Former Member who did not elect the Portability Option and who is within 10 years of Normal Retirement Age is entitled to elect a Temporary Pension subject to the following:
 - (i) The Temporary Pension shall be a monthly pension that ends on the last day of the month following the month in which the Former Member attains age 65. In exchange for this Temporary Pension, the Former Member's pension payable at normal retirement shall be actuarially reduced to take in account the payment of the Temporary Pension.
 - (ii) For purposes of paragraph (b)(i) above, the amount of the Temporary Pension is to be fixed by the Former Member before payment begins. In any event, the Temporary Pension shall not exceed 40% of the Maximum Pensionable Earnings under the **Quebec** Pension Plan for the Year in which payment of the Temporary Pension begins, reduced by any bridging benefit payable under the Plan.
- (c) The surviving Spouse of a Member or Former Member shall be entitled to make the same election as is outlined in subsection (b) above with respect to the Pre-Retirement Spouse's Benefit provided the Spouse is within 10 years of Normal Retirement Age.

ARTICLE 6

Forms of Pension Payment

#12/1.1.97 Section 6.01. Normal Form.

#3.1.1.90 The normal form of pension payment for a Normal, Special Retirement, Deferred, Early or Disability Pension shall be an equal monthly amount of life annuity guaranteed for 120 payments.

If a Pensioner who is receiving a Normal, Special Retirement, Deferred, Early or Disability Pension dies after the effective date of his pension, but before he has received 120 monthly pension payments, his monthly pension shall continue to be paid to his designated Beneficiary or Beneficiaries, if any, until 120 such payments have been made, including the payments to both the Pensioner and his Beneficiary or Beneficiaries. If no Beneficiary has been named, or if the last named Beneficiary has pre-deceased the Pensioner or dies before 120 payments have been made, any remaining payments shall be made to the Pensioner's estate.

#20/1.1.01 Section 6.02. Joint Form - For a Member or Former Member who has a Spouse.

Notwithstanding the provisions of Section 6.01, payment of a Normal, Special Retirement, Deferred, Early or Disability Pension to a Member or Former Member who has a Spouse on the date pension benefit payments commence, shall be made in the joint form which shall be a joint and survivor benefit in accordance with which 66-2/3% of the regular monthly pension will continue to be paid after the Pensioner's death for the lifetime of his Spouse.

Payment of benefits under this joint form may be waived if the Member or Former Member files with the Trustees in writing a timely rejection of this form of payment, subject to the following conditions:

- (a) For a Member or Former Member affected by the pension law of **Alberta** or **British Columbia**, the written waiver shall be in a form prescribed under the Act,

that is signed by the Spouse within 90 days of the commencement of the pension, in the presence of a witness but outside the presence of the Member or Former Member.

- (b) For a Member or Former Member affected by the pension law of **Manitoba**, the written waiver shall be in a form approved by the Pension Commission of **Manitoba**, that is (i) signed by the Spouse in the presence of a witness but outside the presence of the Member or Former Member, within 15 days after receipt of the retirement statement; and (ii) signed by the Member or Former Member.
- (c) For a Member or Former Member affected by the pension law of **Saskatchewan**, the written waiver shall be in a form prescribed under the Act, that is signed by the Spouse within 90 days prior to the commencement of the pension, in the presence of a witness but outside the presence of the Member or Former Member.
- (d) For a Member or Former Member affected by the pension law of **Quebec**, the written waiver shall contain the information prescribed by the Act, be signed by the Spouse and be filed with the Board of Trustees prior to the commencement of the Member's or Former Member's pension. The Spouse may also revoke the waiver provided the Board of Trustees is notified in writing prior to the commencement of the Member's or Former Member's pension.
- (e) For a Member or Former Member affected by the pension law of **Nova Scotia**, the Member or Former Member must file with the Trustees a written waiver in a form prescribed under the Act, that is signed by the Member or Former Member and his Spouse in the presence of a witness, and that is delivered to the Trustees within 12 months prior to the commencement of the pension. The Member or Former Member and his Spouse may jointly revoke the waiver by delivering a written and signed notice to the Trustees before the commencement of the pension.
- (f) For every other Member or Former Member, the written waiver shall be in a form approved by the **Ontario** Superintendent of Financial Services, that is signed by

the Spouse in the presence of a witness, and that is delivered to the Trustees within 12 months prior to the commencement of the pension. The Member or Former Member and his Spouse may jointly revoke the waiver by delivering a written and signed notice to the Trustees before the commencement of the pension.

Upon receipt by the Trustees of such written waiver, the form of pension payment shall be as outlined in Section 6.01.

Section 6.03. Conditions for Payment in the Joint Form.

Payment of a joint form under Section 6.02 shall be subject to the following conditions:

- (a) The joint form of pension is payable for the lifetime of the Pensioner and the surviving Spouse and cannot be terminated on the remarriage of the surviving Spouse.
- (b) The Trustees shall be entitled to rely on a written representation filed by the Member or Former Member together with his application for pension as to whether or not he has a Spouse. This reliance shall include the right to deny benefits to a person claiming to be the Spouse of a Member or Former Member in contradiction to the aforementioned representation of the Member or Former Member.
- (c) If the Spouse dies prior to the first month for which a pension benefit is payable to the Pensioner, the joint form of pension will not be operative and the Pensioner will be treated as if he did not have a Spouse, and his benefits shall be paid in accordance with the provisions of Section 6.01.
- (d) Once the pension benefit becomes payable, the monthly amount shall not be increased if the Spouse is subsequently divorced or separated from the Pensioner or if the Spouse acquires a new spouse or if the Spouse predeceases the Pensioner.

- #3/1.1.90 (e) If the Member or Former Member is not living on the first day of the first month for which a pension benefit is payable, the joint and survivor benefit shall not be operative and the Pre-Retirement Spouse's Benefit in Section 3.12 or the Pre-Retirement Death Benefit in Section 3.14, whichever is applicable, shall then apply.
- #17/7.15.99 (f) If the Member or Former Member is subject to the pension law of **British Columbia**, Section 6.02 does not apply to the Spouse or former Spouse in respect of whom the Trustees have received a notice of division of pension benefits prior to pension commencement.
- #20/1.1.01 (g) Notwithstanding the provision of subsections (a) and (d) of this Section, if the Spouse of a Pensioner affected by the pension law of **Quebec** loses the right to the survivor benefit in accordance with the third paragraph of Section 1.18(e), the Pensioner is entitled, upon submitting a written request to the Board of Trustees, to have his pension recalculated as of the effective date of the judgement granting the separation from bed and board, the divorce or the annulment of marriage, as of the date of the dissolution of the civil union or as of the date of the cessation of the conjugal relationship. The amount and the characteristics of the recalculated pension shall be the same as the pension that would have been payable to the Pensioner as of the date of recalculation if the Pensioner had not had a Spouse when payment of the original pension began. This paragraph applies to divorces, marriage annulments, separations from bed and board, dissolutions or annulments of a civil union and cessations of conjugal relationship having become effective after December 31, 2000.

Notwithstanding the foregoing, where the Spouse of a Pensioner loses the right to a survivor benefit as a result of a divorce, marriage annulment, separation from bed and board, dissolution or annulment of a civil union or cessation of conjugal relationship that became effective prior to January 1, 2001, the Pensioner may make a written application to have his pension recalculated as of the date of his

application. In this case, the amount of the monthly pension shall be recalculated in accordance with the following formula:

$$A \times B \div C$$

where

“A” is the amount of the pension being paid to the Pensioner at the date of the application;

“B” is the amount of the pension that would be paid to the Pensioner at the date of the application if he had not had a Spouse at the date on which payment of his pension began; and

“C” is the amount of the pension that would be paid to the Pensioner at the date of the application were no account taken of the judgement or the cessation of the conjugal relationship following which the application was made as well as any partition or transfer of benefits that follow such judgement or cessation.

#20/1.1.01 Section 6.04. Elected Joint and Survivor Option.

A Member or Former Member entitled to a Normal, Special Retirement, Deferred, Early or Disability Pension may elect, in lieu of receiving his pension in the joint form, an Elected Joint and Survivor Option that provides for an actuarially reduced pension that is guaranteed for 120 payments and, after the later of the expiry date of the 120-payment guarantee or the death of the Pensioner, the monthly amount payable to the surviving Spouse will be equal to 66-2/3% of the monthly amount paid to the Pensioner. To make such election effective, the Member or Former Member must make application, on a form provided by the Trustees, no later than the time the pension is to begin.

ARTICLE 7

Partial Pensions

#9/1.1.92 Section 7.01. Purpose.

Partial Pensions are provided under this Plan for Members who would otherwise lack sufficient service credit to be eligible for any pension because their employment was divided between this Plan and the American Federation of Musicians' and Employers' Pension Welfare Fund Pension Plan (hereinafter called U.S. Plan) or, if eligible, whose pensions would be less than the full amount because of such division of employment.

Section 7.02. U.S. Plan Pension Credits.

Pension Credit accumulated and maintained by an Employee under the U.S. Plan shall be recognized under this Plan on the basis on which that Pension Credit has been earned and credited under the U.S. Plan, except that no recognition shall be given to periods of non-covered employment.

Section 7.03. Combined Pension Credit and Combined Vesting Service.

The total of an Employee's Pension Credit and Vesting Service under this Plan and the U.S. Plan together comprise the Employee's Combined Pension Credit and Combined Vesting Service. Not more than 1 year of Combined Pension Credit or Combined Vesting Service shall be counted in any calendar year. In determining an Employee's Combined Pension Credit and Combined Vesting Service in any Calendar Year his Covered Earnings under this Plan shall be added to his Covered Earnings under the U.S. Plan.

Section 7.04. Eligibility.

An Employee shall be eligible for a Partial Pension under this Plan if he satisfies all of the following requirements:

- #3/1.1.90
- (a) He would be eligible for a Normal, Early, Deferred or Disability Pension or in the event of his death before retirement, a Pre-Retirement Spouse's Benefit under Section 3.12 or a Pre-Retirement Death Benefit under Section 3.14, if his Combined Pension Credit were treated as Pension Credit under this Plan; and
 - (b) He is found to be eligible for a Partial Pension from the U.S. Plan and this Plan; and;
 - (c) A pension is not payable to him from the U.S. Plan independently of its provisions for a Partial Pension. However, an Employee who is entitled to a pension other than a Partial Pension from this Plan or the U.S. Plan may elect to waive the other pension and qualify for the Partial Pension.

Section 7.05. Breaks in Pension Credit.

In applying the rules of this Plan with respect to calculation of Pension Credit based on Covered Earnings, any period in which an employee has earned U.S. Credit shall not be counted in determining whether there has been a period of no Pension Credit sufficient to constitute a Break in Pension Credit.

Section 7.06. Election of Pensions.

If an Employee is eligible for more than one type of pension under this Plan he shall be entitled to elect the type of pension he is to receive.

Section 7.07. Partial Pension Amount.

The amount of the Partial Pension shall be determined as follows:

- (a) The amount of pension to which the Employee would be entitled under this Plan excluding any Past Service Benefits as provided in Section 3.03(b) and without regard to the minimum years of Pension Credit required under this Plan shall be determined, then
- (b) The amount of pension to which the Employee would be entitled under the U.S. Plan excluding any Past Service Benefit, based on his Covered Earnings under the U.S. Plan and without regard to the minimum years of Pension Credit required under the U.S. Plan shall be determined, then
- (c) If after adding together the amounts determined in (a) and (b) above, the Employee would be entitled to a Past Service Benefit as provided in Section 3.03(b), the amount of such Past Service Benefit shall be determined, then
- (d) The amount of pension determined in (a) shall be divided by the sum of the amounts of pension determined in (a) and (b), then
- (e) The fraction so determined in (d) shall be multiplied by the Past Service Benefit determined in (c) and the result added to the amount of pension determined in (a) shall be the Partial Pension payable under this Plan.

Section 7.08. Payment of Partial Pensions.

The payment of a Partial Pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions including, but not limited to, Retirement as herein defined and timely application. Partial Pension payments subject to this Article shall include all types of benefits payable under this Plan.

ARTICLE 8

Amendment, Termination and General Provisions

Section 8.01. Amendment.

The Trustees may amend or modify this Plan at any time in accordance with the Agreement and Declaration of Trust establishing the Fund including, but not necessarily limited to, changes in benefit amounts, types of benefits and conditions of eligibility, except that no amendment or modification may reduce any pension benefits accrued prior to amendment, or any vested interest acquired prior to amendment, so long as funds are available for payment of such benefits, nor may any amendment or modification enable any of the assets of the Fund to be returned or paid to any Employer.

#9/1.1.92 Notwithstanding the foregoing, the Trustees may amend this Plan to reduce the benefits accrued by a person to the extent that such reduction is required in order to avoid revocation of registration of the Plan under the *Income Tax Act*.

Section 8.02. Actuarial Reviews.

This Plan has been adopted by the Trustees on the basis of an actuarial estimate, which has established (to the fullest extent possible) that the income and accruals of the Fund will be fully sufficient to support this Plan.

However, it is recognized as possible that, in the future, the income and/or the liabilities of the Fund may be substantially different from those previously anticipated.

It is understood that this Pension Plan can be fulfilled only to the extent that the Fund has assets available from which to make the pension payments. Consequently, the Trustees shall have actuarial valuations of the Fund prepared periodically, at least triennially, to assess its ability to meet all current and future financial obligations.

Section 8.03. Limitation of Liability.

This Pension Plan has been adopted on the basis of an actuarial calculation which has established that the Contributions will, if continued, be sufficient to maintain the Plan on a permanent basis. However, it is recognized that the benefits provided by the Pension Plan can be paid only to the extent that the Plan has available adequate resources for those payments.

No Employer has any liability, directly or indirectly, to provide the benefits established by this Plan beyond the obligation of the Employer to make Contributions as stipulated in his agreement with the AFM. In the event that at any time the Fund does not have sufficient assets to permit continued payments on a sound actuarial basis under this Pension Plan, nothing contained in the Pension Plan and the Trust Agreement shall be construed as obligating the Employer to make benefit payments or contributions (other than Contributions for which the Employer may be obligated by his agreement with the AFM) in order to provide for the benefits established by the Pension Plan. Likewise, there shall be no liability upon the Trustees, individually or collectively, or upon the Employers, or Union to provide the benefits established by this Plan if the Fund does not have sufficient assets to make such benefit payments.

#7/1.1.92 Section 8.04. Non-Reversion.

It is expressly understood that in no event shall any of the corpus or assets of the Fund revert to the Employers or be subject to any claims of any kind or nature by any Employers, except for the return of an erroneous contribution where, in the opinion of the Trustees, there is no prejudice to the Fund, or the return of contributions in order to avoid revocation of registration of the Plan under the *Income Tax Act*.

Section 8.05. No Right to Assets.

Neither the Employers, any Employee, Member, Former Member or Pensioner under the Pension Plan, nor any other person shall have any right, title or interest in or to the Trust Fund other than as specifically provided in the Trust Agreement or in the Pension Plan.

Neither the Trust Fund nor any contributions to the Trust Fund shall be in any manner liable for or subject to the debts, contracts or liabilities of any of the Employers, any Employee, Member, Former Member or Pensioner.

#7/1.1.92 Section 8.06. Investments.

The investments and loans of the Fund with respect to assets arising from Contributions made for Employees shall be restricted to those permitted by the Ontario *Pension Benefits Act* and the *Regulations* thereunder, and the *Income Tax Act* and the *Regulations* thereunder.

Section 8.07. Funding.

Contributions received shall be used to ensure that the normal annual costs of the Plan are paid each year and that any unfunded liability or experience deficiency is liquidated within the period required by law, and to ensure that all normal and reasonable expenses incurred in the operations of the Plan are paid.

If at any time while the Plan continues in existence the Actuary certifies that the assets of the Fund exceed the actuarial liabilities of the Plan in respect of benefits specifically defined in the Plan, then such excess shall accumulate as a reserve for contingencies.

If, in the opinion of the Trustees at the advice of the Actuary, an adequate contingency reserve has been accumulated, any further surplus shall be used to finance, in whole or in part, the cost of benefit improvements for Members, Former Members or Pensioners.

#19/1.1.2001 Section 8.08. Remitting of Contributions.

Remitting of contributions by a Contributing Employer shall be in accordance with the terms of the agreement referred to in Section 1.10, which shall comply with the time limits required by the Ontario *Pension Benefits Act*, 1987 and *Regulations* thereunder or such other provincial act as may apply.

Section 8.09. Termination or Winding-Up.

#19/1.1.2001 (a) Right to Benefits on Wind-Up.

If this Pension Plan is terminated or wound-up, the rights of the affected Members or Former Members to benefits then accrued under the Plan shall be non-forfeitable to the extent then funded. The Members or Former Members must elect to transfer the Commuted Value of this benefit, or, if eligible, to receive an immediate pension.

If the Member's age plus years of continuous employment or status as a Member equal at least 55 on the effective date of Plan termination or winding-up, he shall receive:

- (i) an immediate pension (if eligible), or
- (ii) a pension on the attainment of his Normal Retirement Age, or
- (iii) a reduced pension payable as of the date he would first have been eligible for it if the Plan has not been terminated or wound up.

Members or Former Members affected by the Manitoba *Pension Benefits Act* may also transfer the Commuted Value to a Locked-In Retirement Account.

(b) Priorities of Allocation.

In the event of termination, the assets then remaining in the Plan after providing for any administrative expenses, shall be allocated among the Pensioners, Members and Former Members or their surviving Spouses or Beneficiaries in the following order:

- (i) to provide accrued benefits that are fully funded or the amortized portion of accrued benefits, and
- (ii) to provide accrued benefits that are not fully funded.

Any unfunded liabilities not amortized on the date of Plan termination shall have the effect of reducing the benefits that created the unfunded liabilities proportionate to the benefits that remain unfunded.

#3/1.1.90

If there are any surplus assets after paying all benefits, the remaining assets shall be distributed proportionately to the Members, Former Members, and Pensioners or their surviving Spouses or Beneficiaries, to increase their accrued benefits, provided such increased benefits do not exceed the amount as indicated in Section 3.18.

Section 8.10. Disclosure of Information.

- (a) A written explanation shall be given to each Employee of the terms and conditions of the Plan and any amendments thereto applicable to him, together with an explanation of his rights and duties with reference to the benefits available to him under the terms of the Plan and such other information as may be prescribed by the Act and Regulations made pursuant thereto within the prescribed timeframe. In addition, each Member shall receive a written statement upon incurring a Break in Service, as well as annually, which will include the prescribed information, within the prescribed timeframe.

Each Spouse or Beneficiary eligible for a benefit will receive a written statement upon the death of the Member or Former Member which will include the prescribed information, within the prescribed timeframe.

- (b) A Member, Former Member, the Spouse of a Member or Former Member, or his authorized representative, may inspect such documents as may be prescribed by the Act at any reasonable time but not more than once in a Calendar Year.

Section 8.11. Administration.

The operation and administration of the Trust Fund shall be the joint responsibility of the Trustees who shall administer the Trust Fund in accordance with the provisions of the Trust Agreement and the Act.

#13/1.1.88

ARTICLE 9

#4/1.1.88

Ongoing Participation for the Employees of an Employer

An Employer and its Employees as defined in Section 1.09(a) are only eligible to participate if all the Employees in that class participate in this Plan. Participation of an Employer and its Employees as defined in Section 1.09(b) shall be subject to the terms and conditions adopted by the Trustees.

#5/1.1.88

ARTICLE 10

Decrease in Contribution Rate

Where a collective bargaining agreement decreases the contribution rate, or changes the manner or method of contributing to the Plan, the Trustees reserve the right to terminate the participation of the Employer and its Employees in this Plan.

116722/01627.001

OLD SECTION BEFORE AMEND. #1

Effective January 1, 1988

Section 3.03 Normal Pension - Amount

- (a) The monthly amount of the Normal Pension is \$3.60 for each \$100 of Contributions made to the Fund on the Member's behalf. For the purposes of this Section, Contributions shall be rounded to the nearest \$100.

OLD SECTION BEFORE AMEND. #2

Effective January 1, 1988

Section 3.14. Pre-Retirement Spouse's Benefit - Eligibility.

The Spouse of a Member or Former Member shall be entitled to a Pre-Retirement Spouse's Benefit if the Member or Former Member dies after attaining Vested Status, but before meeting the requirements to be a Pensioner.

Section 3.16. Pre-Retirement Death Benefit - Eligibility.

- (a) A Beneficiary, designated in accordance with Section 5.09, of a Member or Former Member who does not have a Spouse or whose Spouse has waived the Pre-Retirement Spouse's Benefit, shall be entitled to a Pre-Retirement Death Benefit if the Member or Former Member dies after attaining Vested Status but before meeting all the requirements to become a Pensioner.

OLD SECTIONS BEFORE AMEND. #3

Effective January 1, 1990

Section 1.13. Normal Retirement Age.

“Normal Retirement Age” means age 65 for all Members, except for those in **Quebec** where it means age 71.

Section 2.01. Membership Eligibility.

- (a) An Employee, as defined in Section 1.09(a), who first has Contributions made on his behalf on or after January 1, 1987, shall become a Member in the Plan on the first of the Calendar Year following the Year in which the total Contributions received on his behalf represent at least \$5,000 of Covered Earnings. However, if there are 2 consecutive Calendar Years prior to the time he accumulates \$5,000 of Covered Earnings, in which the Employee does not have Contributions made on his behalf, all of his previously accumulated Covered Earnings will not be counted towards fulfilling this membership requirement.
- (b) An Employee, as defined in Section 1.09(b) who is first employed by an Employer on or after January 1, 1987, shall become a Member in the Plan on the first of the Calendar Year following the two consecutive Calendar Years in each of which he has accumulated:
 - (i) 700 hours of employment with an Employer, or
 - (ii) \$5,000 of Covered Earnings, whichever occurs earlier.
- (c) Notwithstanding the above, if the Contributions received on an Employee’s behalf in any one of the 5 consecutive Calendar Years immediately preceding January 1, 1987 represent Covered Earnings of at least \$375, the Employee shall become a Member as of the first of the Calendar Year following the Year in which the Contributions received on and after January 1, 1987 represent at least \$375 of

Covered Earnings, provided this amount is accumulated within 5 Years from the end of the Year in which he last had at least \$375 of Covered Earnings reported.

Section 2.02. Termination of Membership.

- (a) An Employee, as defined in Section 1.09(a), shall terminate his status as a Member as of the last day of the calendar month coincident with or next following 24 consecutive months in which no Contributions are made on his behalf.
- (b) An Employee, as defined in Section 1.09(b), shall terminate his status as a Member as of the day he terminates employment with an Employer.

Section 2.03. Reinstatement of Employee Membership.

- (a) An Employee who has terminated his status as a Member in accordance with Section 2.02, and who did not elect the Portability Option provided in Section 4.04, shall again become a Member upon the first day of the Calendar Year following the Year in which he again has at least \$375 of Covered Earnings reported.
- (b) An Employee who has terminated his status as a Member in accordance with Section 2.03, and who elected the Portability Option as provided in Section 4.04, shall again become a Member upon meeting the requirements of Section 2.01(a).

Section 3.02. Normal Pension - Eligibility.

A Member shall be entitled to retire on a Normal Pension if he meets the following requirements:

- (a) he has attained age 71, and
- (b) he has attained Vested Status.

Section 3.04. Unreduced Pension - Eligibility.

A Member shall be entitled to retire on an Unreduced Pension if he meets the following requirements:

- (a) he has attained age 65, but not age 71, and
- (b) he has attained Vested Status.

Section 3.05. Unreduced Pension - Amount.

The monthly amount of the Unreduced Pension shall be equal to the monthly amount of the Normal Pension calculated in accordance with Section 3.03.

Section 3.05. Early Pension - Amount.

The monthly amount of the Early Pension shall be the monthly amount of the Unreduced Pension, calculated in accordance with Section 3.05, reduced by 1/3 of 1% for each month by which the effective date of the pension precedes age 65.

Section 3.07. Deferred Pension - Amount.

- (a) On or after Age 65. If the Deferred Pension commences on or after the Former Member attains age 65, the monthly amount of the Deferred Pension shall be equal to the monthly amount of the Unreduced Pension as calculated in accordance with Section 3.05.
- (b) Before Age 65. If the Deferred Pension commences before the Former Member attains age 65, the monthly amount of the Deferred Pension shall be equal to the monthly amount of the Early Pension, as calculated in accordance with Section 3.07.

Section 3.08. Disability Pension - Eligibility.

A Member shall be entitled to retire on a Disability Pension if:

- (a) he becomes totally and permanently disabled as defined in Section 3.11,
- (b) he is not eligible to retire on a Normal or an Unreduced Pension, and

(c) he has attained Vested Status.

Section 3.12. Pre-Retirement Spouse's Benefit - Eligibility

(second paragraph)

The Spouse of a Member or Former Member who is not affected by the pension laws of **Alberta, Manitoba or Nova Scotia** may waive her rights to this Pre-Retirement Spouse's Benefit by filing a written waiver with the Trustees on a form prescribed by the Ontario *Pension Benefits Act, 1987* that is signed by the Spouse and the Member or Former Member in the presence of a witness. If this waiver is signed, it shall be considered as if the Member or Former Member does not have a Spouse eligible for the Pre-Retirement Spouse's Benefit and Section 3.16 shall apply.

Section 4.04. Portability Option.

- (ii) Upon terminating his membership in the Plan, a Former Member who wishes to make the transfer as provided in subsection (a)(i) above, must notify the Fund of his election within 90 days of receipt of the termination statement from the Fund.

- (iv) A Former Member who does not make the election within the time period as indicated in subsection (a)(ii) above, shall be deemed to have elected to receive a Deferred Pension commencing at retirement. Such Former Member shall not be deemed to have the right to make any other election under this Section.

Section 6.01. Normal Form.

The normal form of pension payment for a Normal, Unreduced, Deferred or Early Pension shall be an equal monthly amount of life annuity guaranteed for 120 payments.

If a Pensioner who is receiving a Normal, Unreduced, Deferred or Early Pension dies after the effective date of his pension, but before he has received 120 monthly pension payments, his monthly pension shall continue to be paid to his designated Beneficiary or

Beneficiaries, if any, until 120 such payments have been made, including the payments to both the Pensioner and his Beneficiary or Beneficiaries. If no Beneficiary has been named, or if the last named Beneficiary has pre-deceased the Pensioner or dies before 120 payments have been made, any remaining payments shall be made to the Pensioner's estate. This provision shall not apply to a Pensioner who retires on a Disability Pension.

The normal form of pension payment for a Disability Pension shall be an equal monthly amount payable for the life of the Pensioner.

Section 7.04. Eligibility.

- (a) He would be eligible for a Normal, Unreduced, Early, Deferred or Disability Pension or in the event of his death before retirement, a Pre-Retirement Spouse's Benefit under Section 3.14 or a Pre-Retirement Death Benefit under Section 3.16 if his Combined Pension Credit were treated as Pension Credit under this Plan; and,

Effective February 1, 1991

Section 1.18(b), Spouse.

-- last paragraph deleted:

The period during which an Employee, Member, Former Member or Pensioner shall be considered a party to a common-law relationship commences on the day on which the Trustees receive a declaration in the form prescribed in the Manitoba *Pension Benefits Act Regulations* declaring that the Employee, Member, Former Member or Pensioner is a party to a common-law relationship with another person identified in the declaration, and ending on the day the Employee, Member, Former Member or Pensioner notifies the Trustees in writing that the existence of the common-law relationship has been terminated.

OLD SECTIONS BEFORE AMEND. #6

Effective January 1, 1992

Section 1.14. Member.

“Member” means an Employee or a former Employee who has met the requirements for membership in the Plan as set forth in Section 2.01 and who has not terminated his membership as set forth in Section 2.02.

#3/1.1.90 Section 3.19. Postponed Retirement.

A Member who remains employed after Normal Retirement Age by the same Employer by whom he was employed at Normal Retirement Age shall be entitled to a Normal Pension at retirement that is not less than the actuarial equivalent of the Normal Pension that would have been payable at Normal Retirement Age had the retirement not been postponed.

Section 5.04. Benefit Payments.

- (b) Benefits for an Early Pension shall first be payable for the latest of:
- (i) the month following the month from the date a complete application is received,
 - (ii) the month following the month in which the Member last has Covered Earnings reported; or
 - (iii) the month for which the Member has elected to begin receiving benefits.

Section 5.06. Retirement.

(a) Definition.

To be considered retired, a Member or Former Member younger than Normal Retirement Age must withdraw and refrain from any further employment of the type described in Section 1.09(a).

(b) Postponed Retirement

Retirement under this Plan is voluntary. A Member who postpones his retirement and continues employment after attaining Normal Retirement Age shall continue to accrue pension benefits subject to the terms of the Plan. However, no Member or Pensioner shall accrue additional benefits on the basis of employment after his 71st birthday.

Section 5.07. Employment After Retirement.

(a) If a Pensioner younger than age 65 takes employment of the type described in Section 1.09 and his Covered Earnings in a Calendar Year are \$6,000 or more, but less than \$12,000, his pension benefits shall be suspended for 3 months commencing on July 1st of the following Calendar Year.

(b) If a Pensioner younger than age 65 takes employment of the type described in Section 1.09 and his Covered Earnings in a Calendar Year are \$12,000 or more, his pension benefits shall be suspended for 6 months commencing on July 1st of the following Calendar Year.

Section 5.08. Benefit Payments Following Re-employment.

A Pensioner younger than age 71, who takes employment of the type described in Section 1.09, and has at least \$100 of Contributions remitted to the Fund on his behalf for such employment, shall be entitled to an additional monthly pension benefit based on the

Contributions made to the Fund on his behalf during the Calendar Year of such employment.

The amount of the additional monthly pension benefit, in respect of the Contributions described in the preceding paragraph, shall be calculated in the same manner as the

#3/1.1.90 Normal or Early Pension, based on the Pensioner's attained age when the additional monthly pension benefit commences.

The additional monthly pension benefit shall be added to the pension benefit amount to which the Pensioner was previously entitled and shall commence as follows:

- (a) beginning with the month of July immediately following the Calendar Year in which such Contributions were made, or
- (b) if pension benefits were suspended in accordance with Section 5.07, beginning with the month in which pension payments are resumed after such suspension.

Effective July 1, 1993

#3/1.1.90 Section 3.05. Early Pension-Amount.

The monthly amount of the Early Pension shall be the monthly amount of the Normal Pension, calculated in accordance with Section 3.03, reduced by 1/3 of 1% for each month by which the effective date of the pension precedes age 65.

OLD SECTIONS BEFORE AMEND. #7

Effective January 1, 1992

Section 3.18. Maximum Pension.

In no event shall any annual pension amount payable under this Plan, whether at Retirement, termination of employment or termination of the Plan, exceed the annual amount permitted by Revenue Canada, Taxation, the *Income Tax Act* and the *Regulations* thereunder, the Information Circular in effect from time to time or the Administration Rules of Revenue Canada, as they may be promulgated from time to time.

The value of an Early Pension shall not exceed the value of the maximum annual amount permitted by Revenue Canada referred to above payable at the earliest of age 60, Normal Retirement Age or age at date of disability, in the form of a life annuity guaranteed ten years, for a Member without a Spouse, or a 60% Joint and Survivor annuity in the case of a Member with a Spouse.

Section 8.04. Non-Reversion.

It is expressly understood that in no event shall any of the corpus or assets of the Fund revert to the Employers or be subject to any claims of any kind or nature by the Employers, except for the return of an erroneous contribution where, in the opinion of the Trustees, there is no prejudice to the Fund.

Section 8.06. Investments.

The investments and loans of the Fund with respect to assets arising from Contributions made for Employees shall be restricted to those permitted by the Act.

Effective January 1, 1993

Section 1.02. Act.

“Act” means the Ontario *Pension Benefits Act*, 1987 or the Regulations thereunder or, for those persons affected by the pension laws of another Province, the applicable provincial pension laws and regulations.

Section 1.18. Spouse.

- (d) The term “Spouse”, when used in reference to an Employee, Member, Former Member or Pensioner affected by the pension law of **Saskatchewan**, has the same meaning as defined in the *Matrimonial Property Act* of Saskatchewan, which means either of a man and a woman who:
- (i) at the time an application is made under the *Matrimonial Property Act* of Saskatchewan, is married to the other or is married to the other by a marriage that is voidable and has not been voided by a judgement of nullity, or
 - (ii) has, in good faith, gone through a form of statutory marriage with the other that is void, where they are cohabiting or have cohabited within the 12 months immediately preceding the making of an application under the *Matrimonial Property Act* of Saskatchewan.

#3/1.1.90 The Spouse of a Member or Former Member who is not affected by the pension laws of **Alberta, Manitoba, Quebec** or **Nova Scotia** may waive her rights to this Pre-Retirement Spouse’s Benefit by filing a written waiver with the Trustees on a form prescribed by the Ontario *Pension Benefits Act*, 1987 that is signed by the Spouse and the Member or Former Member in the presence of a witness. If this waiver is signed, it shall be considered as if the Member or Former Member does not have a Spouse eligible for the Pre-Retirement Spouse’s Benefit and Section 3.14 shall apply.

Section 3.13. Pre-Retirement Spouse's Benefit--Eligibility.

(b) In lieu of the immediate monthly pension provided in subsection (a) above, the surviving Spouse of a Member or Former Member who is not affected by the pension law of **Alberta** or **Manitoba**, may elect to receive a lump sum payment or a deferred monthly pension the value of which is equal to the Commuted Value of the Member's or Former Member's benefit accrued to the date of his death. If a deferred monthly pension is elected, the payment of such pension may not be deferred beyond the month following the attainment of age 65.

(c) In lieu of the immediate monthly pension provided in subsection (a) above, the surviving Spouse of a Member or Former Member affected by the pension laws of **Alberta** or **Manitoba**, may elect the Portability Option as provided in Section 4.04(b).

#3/1.1.90

(d) Notwithstanding the foregoing, where a Member or Former Member who has postponed his retirement dies during the postponement period, the Pre-Retirement Spouse's Benefit that is payable to his surviving Spouse shall be a monthly pension, the value of which is equal to the greater of

(i) the value of a 60% joint and survivor pension the Spouse would have been entitled to receive, had the Member or Former Member retired on a 60% joint and survivor pension the day before his death; and

(ii) the commuted value of the Member's or Former Member's benefit accrued to the date of his death.

Section 4.03. Vested Status.

(c) if he is affected by the pension law of **Alberta** or **Manitoba**, on the date he attains Normal Retirement Age provided he has not terminated his membership in the Plan on that date;

- (d) if he is affected by the pension law of **Saskatchewan**, he has accumulated at least 1 year of Vesting Service, and his years of age plus Years of Vesting Service total at least 45.

Section 4.04. Portability Option.

- (a)(i) If a Member terminates his membership in the Plan after attaining Vested Status, and before he is eligible for an immediate pension, such Member or Former Member may elect to transfer the Commuted Value of his accrued Normal Pension to:

#3/1.1.90

- (A) another pension plan if that other plan permits; or
 - (B) a Registered Retirement Savings Plan that is registered under the *Income Tax Act*, on the conditions prescribed by the Act; or
 - (C) purchase an immediate or deferred life annuity of the kind permitted by the Act.
- (b) For death occurring after December 31, 1986, of a Member or Former Member affected by the pension law of **Alberta** or **Manitoba**:

Section 5.05. Commutation of Small Pension.

- (b) If the monthly pension amount that would be payable at age 65 in respect of a Former Member or Pensioner affected by the pension law of **Saskatchewan** is less than \$25, the Commuted Value of the monthly pension amount shall be transferred to a Registered Retirement Savings Plan that is registered under the *Income Tax Act*, in full settlement of any and all benefit entitlement under this Plan.

OLD SECTIONS BEFORE AMENDMENT #8

Effective January 1, 1993

Section 3.03. Normal Pension-Amount.

- #1/1.1.88 (a) The monthly amount of the Normal Pension is \$3.70 for each \$100 of Contributions made to the Fund on the Member's behalf. For the purposes of this Section, Contributions shall be rounded to the nearest \$100.

Effective September 1, 1993

Section 1.06. Commuted Value.

“Committed Value” means the single sum value of a benefit at a particular time, calculated in accordance with the Recommendations of the Canadian Institute of Actuaries and the Act.

OLD SECTIONS BEFORE AMENDMENT #9

Effective January 1, 1990

#7/1.1.93 Section 5.05. Commutation of Small Pension.

Notwithstanding the provisions of Section 4.04, if the monthly pension amount that would be payable at Normal Retirement Age, to a Member, Former Member or Pensioner is less than or equal to 1/12 of 2% of the YMPE for the Calendar Year in which a Member terminates his membership in the Plan or retires, the Trustees may pay to the Member, Former Member or Pensioner a single cash payment which is the Commuted Value of the monthly pension benefit amount in full settlement of any and all benefit entitlement under this Plan.

Effective January 1, 1992

Section 1.18. Spouse.

- (a) The term “Spouse”, when used in reference to an Employee, Member, Former Member or Pensioner affected by the pension law of **Alberta**, means:
 - (i) a person who, at the relevant time, was legally married to the Employee, Member, Former Member or Pensioner and is not living separate and apart from him, or
 - (ii) if there is no person to whom (i) above applies, a person of the opposite sex who lives with the Employee, Member, Former Member or Pensioner for the 3 year period immediately preceding the relevant time and was during that time period held out by the Employee, Member, Former Member or Pensioner in the community in which they lived as his consort.

- (b) The term “Spouse”, when used in reference to an Employee, Member, Former Member or Pensioner affected by the pension law of **Manitoba**, includes a person

married to the Employee, Member, Former Member or Pensioner, and shall include a common-law spouse as defined herein.

For purpose of this subsection (b), a common-law spouse means a person of the opposite sex who is publicly represented by the Employee, Member, Former Member or Pensioner as the spouse

- (i) for a period of not less than 33 years where either of the persons is prevented by law from marrying the other; or
- (ii) for a period of not less than 1 year where neither of them is prevented by law from marrying the other.

(c) The term “Spouse”, when used in reference to an Employee, Member, Former Member or Pensioner affected by the pension law of **Nova Scotia**, means either of a man and a woman who

- (i) are married to each other,
- (ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity,
- (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the 12 month period immediately preceding the date of entitlement, or
- (iv) not being married to each other and neither being married to another person have lived together as husband and wife for 3 years and are living together as husband and wife at the relevant time.

#7/1.1.93 (d) The term “Spouse”, when used in reference to an Employee, Member, Former Member or Pensioner affected by the pension law of **Saskatchewan**, means:

- (i) a person who, at the relevant time, was legally married to the Employee, Member, Former Member or Pensioner, or
- (ii) if there is no person to whom (i) above applies, a person of the opposite sex who is cohabiting with the Employee, Member, Former Member or Pensioner as husband and wife and has done so continuously for the 1 year period immediately preceding the relevant time.

#1/1.1.88 (e) The term “Spouse” when used in reference to an Employee, Member, Former Member or Pensioner affected by the pension law of **Quebec** means a person who, as of the time in question,

- (i) is married to the Employee, Member, Former Member or Pensioner;
- (ii) has been living in a conjugal relationship with an unmarried Employee, Member, Former Member or Pensioner for a period of not less than 3 years, or for a period of not less than 1 year if
 - (A) at least 1 child is born, or is to be born, of their union;
 - (B) they have adopted, jointly, at least 1 child while living together in a conjugal relationship;or
 - (C) one of them has adopted at least 1 child who is the child of the other, while living together in a conjugal relationship.

#7/1.1.93 (f) The term “Spouse”, when used in reference to an Employee, Member, Former Member or Pensioner affected by the pension law of **British Columbia**, means:

- (i) a person who, at the relevant time, was legally married to the Employee, Member, Former Member or Pensioner and is not living separate and apart from him, or

- (ii) if there is no person to whom (i) above applies, a person of the opposite sex who lives with the Employee, Member, Former Member or Pensioner as husband and wife for the 2 year period immediately preceding the relevant time.

#7/1.1.93

- (g) The term “Spouse”, when used in reference to any other Employee, Member, Former Member or Pensioner, is defined as either of a man and a woman who,
 - (i) are married to each other, or
 - (ii) are not married to each other and are living together in a conjugal relationship,
 - (A) continuously for a period of not less than 3 years, or
 - (B) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Ontario *Family Law Act*, 1986.

Section 3.09. Permanent and Total Disability Defined.

A Member shall be deemed permanently and totally disabled within the meaning of this Plan only if the Trustees, in their sole and absolute discretion, shall determine on the basis of evidence, including medical evidence certified by a qualified physician, that:

- (a) he is totally unable, as a result of bodily injury or disease to engage in or perform duties of any occupation for remuneration or profit, and
- (b) such disability will be permanent and continuous for the remainder of his life.

A Member applying for a Disability Pension may be required to submit to an examination by a physician or physicians selected by the Trustees. If the Member is awarded a Disability Pension, he may be required to submit to re-examination periodically as the Trustees may direct. The Trustees, in their sole and absolute discretion, may require or accept, as sole proof of permanent and total disability, the determination that the Member

is entitled to a disability benefit under the Canada Pension Plan or the **Quebec** Pension Plan.

Section 4.04. Portability Option.

- (a) (vi) The Spouse or former Spouse of a Former Member, who is entitled to a portion of the Former Member's pension benefits as a result of the application of Section 5.15, may elect this Portability Option upon the termination of membership of the Former Member, subject to all of the conditions as set forth in this subsection (a).

#6/1.1.92 Section 5.07. Employment After Retirement.

If a Pensioner younger than age 71 takes employment of the type described in Section 1.09, the Contributions remitted to the Fund on his behalf for such employment shall be accumulated in his post-retirement contribution account. At the end of each Calendar Year, the amount in the post-retirement contribution account based on Contributions received during the Calendar Year shall be converted into a monthly pension based on actuarial tables and methods recommended by the Actuary and approved by the Trustees. The additional monthly pension benefit shall be effective on the first of the year following the Calendar Year in which such Contributions were made and shall be added to the pension benefit amount to which the Pensioner was previously entitled.

Section 5.12. Non-Assignment of Benefits.

Except as may be provided under Section 5.14, no Member, Former Member, Pensioner, Spouse or Beneficiary entitled to any benefits under this Pension Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, charge, give as security or impair in any manner his legal or beneficial interest, or any interest in the assets of the Pension Fund, or any interest in any benefits of this Pension Plan. Neither the Pension Fund nor any of the assets thereof, shall be liable for the debts of any Member, Former Member, Pensioner, Spouse or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment, seizure, or execution or process in any court or action or proceeding.

Section 7.01. Purpose. (second para. deleted)

#7/1.1.92 Notwithstanding the foregoing, the Trustees may amend this Plan to reduce the benefits accrued by a person to the extent that such reduction is required in order to avoid revocation of registration of the Plan under the *Income Tax Act*.

OLD SECTIONS BEFORE AMENDMENT #10

Effective January 1, 1992

Section 4.04

- (c) Notwithstanding the foregoing provisions of this Section, if making a transfer would impair the solvency of the Fund, the transfer of a portion or all of the Commuted Value may be deferred in accordance with the Act. Any amount so deferred shall be credited with interest, and shall be transferred within 5 years of the date of the initial transfer.

OLD SECTIONS BEFORE AMENDMENT #11

Effective January 1, 1997

#6/1.1.92 Section 5.06. Postponed Retirement.

Retirement under this Plan is voluntary. A Member who postpones his retirement and continues employment after attaining Normal Retirement Age shall continue to accrue pension benefits subject to the terms of the Plan. However, no Member shall accrue additional benefits on the basis of employment after his 71st birthday.

A Member who postpones his retirement and remains employed after Normal Retirement Age by the same Employer by whom he was employed at Normal Retirement Age, shall be entitled to a Normal Pension at retirement that is not less than the actuarial equivalent of the Normal Pension that would have been payable at Normal Retirement Age had the retirement not been postponed.

#9/1.1.92 Notwithstanding the foregoing, payment of benefits to a Member or Former Member shall commence no later than the end of the Year in which the Member or Former Member attains 71 years of age.

#9/1.1.92 Section 5.07. Employment After Retirement.

If a Pensioner younger than age 71 takes employment of the type described in Section 1.09, the Contributions remitted to the Fund on his behalf for such employment shall be accumulated in his post-retirement contribution account. At the end of each Calendar Year, the Contributions received during that Calendar Year, together with credited interest, shall be withdrawn from the post-retirement contribution account and converted into a monthly pension based on actuarial tables and methods recommended by the Actuary and approved by the Trustees. The additional monthly pension benefit shall be effective on the first of the year following the Calendar Year in which such Contributions were made.

OLD SECTIONS BEFORE AMENDMENT #12

Effective January 1, 1997

Section 5.04 Benefit Payments

- #6/1.1.92 (b) Benefits for an Early Pension shall first be payable for the latest of:
- (i) the month following the month in which a complete application is received; or
 - (ii) the month for which the Member has elected to begin receiving benefits.

#3/1.1.90 Section 6.01. Normal Form.

The normal form of pension payment for a Normal, Deferred, Early or Disability Pension shall be an equal monthly amount of life annuity guaranteed for 120 payments.

If a Pensioner who is receiving a Normal, Deferred, Early or Disability Pension dies after the effective date of his pension, but before he has received 120 monthly pension payments, his monthly pension shall continue to be paid to his designated Beneficiary or Beneficiaries, if any, until 120 such payments have been made, including the payments to both the Pensioner and his Beneficiary or Beneficiaries. If no Beneficiary has been named, or if the last named Beneficiary has pre-deceased the Pensioner or dies before 120 payments have been made, any remaining payments shall be made to the Pensioner's estate.

Section 6.02 Joint Form - For a Member or Former Member who has a Spouse.

(First para)

- #3/1.1.90 Notwithstanding the provisions of Section 6.01, payment of a Normal, Deferred, Early or Disability Pension to a Member or Former Member who has a Spouse on the date pension benefit payments commence, shall be made in the joint form which shall be a joint and survivor benefit in accordance with which the monthly amount of the pension is

reduced from the full amount otherwise payable with the understanding that 66-2/3% of the reduced monthly pension will continue to be paid after the Pensioner's death for the lifetime of his Spouse.

OLD SECTIONS BEFORE AMENDMENT #13

Effective January 1, 1988

Section 1.09(b) (last para. deleted)

For the purposes of (i), (ii) and (iii) above, Employees shall include all full-time and part-time employees.

Effective January 1, 1997

Section 3.13

#7/1.1.93 (b) In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member who is not affected by the pension law of **Alberta, British Columbia, Manitoba** or **Saskatchewan** may elect to receive a lump sum payment or a deferred monthly pension, the value of which is equal to the Commuted Value of the Member's or Former Member's benefit accrued to the date of death. If a deferred monthly pension is elected, the payment of such pension may not be deferred beyond the month following the surviving Spouse's 65th birthday.

#7/1.1.93 (c) In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member affected by the pension law of **Alberta, British Columbia, Manitoba** or **Saskatchewan** may elect the Portability Option as provided in Section 4.04(b).

#9/1.1.90 Section 5.05. Commutation of Small Pension.

#7/1.1.93 Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, upon the termination or retirement of a Member or Former Member, the Trustees may pay to such Member or Former Member a single cash payment which is the Commuted Value of the monthly

pension benefit amount in full settlement of any and all pension benefits to which the member or Former Member may be entitled

- (a) if the Member or Former Member is not affected by the pension law of **Quebec**, and the monthly pension that would be payable at Normal Retirement Age is less than 1/12 of 2% of the YMPE for the Year in which the Member or Former Member ceases to participate in the Plan or retires; or
- (b) if the Member or Former Member is affected by the pension law of **Quebec**, and the Commuted Value of the monthly pension that would be payable at Normal Retirement Age is less than 4% of the YMPE for the Year in which the Member or Former Member ceases to participate in the Plan or retires.

Section 5.14. 1st paragraph

If a Member or Former Member obtains a divorce, annulment or separation, the allocation of his pension benefit or its Commuted Value shall be subject to the applicable Provincial Property Law as decreed in the appropriate court order or domestic contract between the Spouses as it relates to the determination of the amount to be allocated and the manner of payment.

Effective 1, 1993

Section 6.02

- (a) For a Member or Former Member affected by the pension law of **Alberta**, the written waiver shall be in a form prescribed under the Act, that is signed by the Spouse within 90 days of the commencement of the pension, in the presence of a witness but outside the presence of the Member or Former Member.

Effective January 1, 1988

#4/1.1.88

ARTICLE 9

Ongoing Participation for the Employees of an Employer

An Employer and its Employees are only eligible to participate if all the Employees of the Employer participate in this Plan.

OLD SECTIONS BEFORE AMENDMENT #14

Effective February 23, 1998

First paragraph revised and 2nd paragraph deleted.

#12/1.1.97 Notwithstanding the provisions of Section 6.01, payment of a Normal, Special
#3/1.1.90 Retirement, Deferred, Early or Disability Pension to a Member or Former Member who has a Spouse on the date pension benefit payments commence, shall be made in the joint form which shall be a joint and survivor benefit in accordance with which the monthly amount of the pension is reduced from the full amount otherwise payable with the understanding that 66-2/3% of the reduced monthly pension will continue to be paid after the Pensioner's death for the lifetime of his Spouse.

The reduction in benefit amount shall be determined by the Trustees on the advice of the Actuary so that the expected cost of the joint and survivor benefit is actuarially equivalent to the normal form.

OLD SECTIONS BEFORE AMENDMENT #15

Effective January 1, 1998

#13/1.1.97 Section 5.05. Commutation of Small Pension

#9/1.1.90 Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, upon the termination or
#7/1.1.93 retirement of a Member, the Trustees may pay to such Member a single cash payment which is the Commuted Value of the monthly pension benefit amount in full settlement of any and all pension benefits to which the Member may be entitled

- (a) if the Member is not affected by the pension law of **Quebec** or **Newfoundland**, and the monthly pension that would be payable at Normal Retirement Age is less than 1/12 of 2% of the YMPE for the year in which the Member ceases to participate in the Plan or retires; or
- (b) if the Member is affected by the pension law of **Quebec** or **Newfoundland**, and the Commuted Value of the monthly pension that would be payable at Normal Retirement Age is less than 4% of the YMPE for the year in which the Member ceases to participate in the Plan or retires.

OLD SECTIONS BEFORE AMENDMENT #16

Effective April 23, 1998

#9/1.1.92 Section 1.18. Spouse.

- (a) The term “Spouse”, when used in reference to an Employee, Member, Former Member or Pensioner affected by the pension law of **Alberta**, means:
- (i) a person of the opposite sex who, at the relevant time, was legally married to the Employee, Member, Former Member or Pensioner and is not living separate and apart from him, or
 - (ii) if there is no person to whom (i) above applies, a person of the opposite sex who lives with the Employee, Member, Former Member or Pensioner in a conjugal relationship for the 3 year period immediately preceding the relevant time and was during that time period held out by the Employee, Member, Former Member or Pensioner in the community in which they lived as his consort.
- (b) The term “Spouse”, when used in reference to an Employee, Member, Former Member or Pensioner affected by the pension law of **Manitoba**, includes a person of the opposite sex who is married to the Employee, Member, Former Member or Pensioner, and shall include a common-law spouse as defined herein.

For purpose of this subsection (b), a common-law spouse means a person of the opposite sex who is publicly represented by the Employee, Member, Former Member or Pensioner as the spouse and who is living in a conjugal relationship with the Employee, Member, Former Member or Pensioner

- (i) for a period of not less than 3 years where either of the persons is prevented by law from marrying the other; or

- (ii) for a period of not less than 1 year where neither of them is prevented by law from marrying the other.
- (c) The term “Spouse”, when used in reference to an Employee, Member, Former Member or Pensioner affected by the pension law of **Nova Scotia**, means either of a man and a woman who
 - (i) are married to each other,
 - (ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity,
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the 12 month period immediately preceding the date of entitlement, or
 - (iv) not being married to each other and neither being married to another person have lived together in a conjugal relationship for 3 years and are living together at the relevant time.

For the purposes of Section 6.02, “Spouse” shall mean a person who meets the above definition and who, at the date the first installment of the pension is due, is not living separate and apart from the Employee, Member, Former Member or Pensioner.

- #9/1.1.92 (d) The term “Spouse”, when used in reference to an Employee, Member, Former
- #7/1.1.93 Member or Pensioner affected by the pension law of **Saskatchewan**, means:
 - (i) a person of the opposite sex who, at the relevant time, was legally married to the Employee, Member, Former Member or Pensioner, or
 - (ii) if there is no person to whom (i) above applies, a person of the opposite sex who is cohabiting with the Employee, Member, Former Member or

Pensioner in a conjugal relationship and has done so continuously for the 1 year period immediately preceding the relevant time.

#9/1.1.92 (e) The term “Spouse” when used in reference to an Employee, Member, Former
#1/1.1.88 Member or Pensioner affected by the pension law of **Quebec** means a person of the opposite sex who, as of the time in question,

- (i) is married to the Employee, Member, Former Member or Pensioner;
- (ii) has been living in a conjugal relationship with an unmarried Employee, Member, Former Member or Pensioner for a period of not less than 3 years, or for a period of not less than 1 year if:

(A) at least 1 child is born, or to be born, of their union;

(B) they have adopted, jointly, at least 1 child while living together in a conjugal relationship;

or

(C) one of them has adopted at least 1 child who is the child of the other, while living together in a conjugal relationship.

#9/1.1.92 (f) The term “Spouse”, when used in reference to an Employee, Member, Former
#7/1.1.93 Member or Pensioner affected by the pension law of **British Columbia**, means:

- (i) a person of the opposite sex who, at the relevant time, was legally married to the Employee, Member, Former Member or Pensioner and is not living separate and apart from him, or
- (ii) if there is no person to whom (i) above applies, a person of the opposite sex who lives with the Employee, Member, Former Member or Pensioner in a conjugal relationship for the 2 year period immediately preceding the relevant time.

- #13/1.1.97 (g) The term “Spouse”, when used in reference to an Employee, Member, Former Member or Pensioner affected by the pension law of **Newfoundland**, means a person of the opposite sex who
- (i) not being married to the Employee, Member, Former Member or Pensioner, and,
 - (A) not being prevented by law from marrying the Employee, Member, Former Member or Pensioner, has cohabited continuously with the Employee, Member, Former Member or Pensioner in a conjugal relationship for a period of not less than 1 year, or
 - (B) being prevented by law from marrying the Employee, Member, Former Member, or Pensioner, has cohabited continuously with the Employee, Member, Former Member or Pensioner in a conjugal relationship for a period of not less than 3 years,and is cohabiting or has cohabited with the Employee, Member, Former Member or Pensioner within the preceding year, or
 - (ii) if there is no person described in paragraph (i)
 - (A) is married to the Employee, Member, Former Member or Pensioner,
 - (B) is married to the Employee, Member, Former Member or Pensioner by a marriage that is voidable and has not been voided by a judgement of nullity, or
 - (C) has gone through a form of marriage with the Employee, Member, Former Member or Pensioner, in good faith, that is void and is cohabiting or has cohabited with the Employee, Member, Former Member or Pensioner within the preceding year.

- #13/1.1.97 (h) The term “Spouse”, when used in reference to any other Employee, Member,
#9/1.1.92 Former Member or Pensioner, is defined as either of a man and a woman
#7/1.1.93 who, at the relevant time, is not living separate and apart from the other, and who,
- (i) are married to each other, or
 - (ii) are not married to each other and are living together in a conjugal relationship,
 - (A) continuously for a period of not less than 3 years, or
 - (B) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Ontario *Family Law Act*.

OLD SECTIONS BEFORE AMENDMENT #17

Effective July 15, 1999

- #16/4.23.98 (f) The term “Spouse”, when used in reference to an Employee, Member, Former
#9/1.1.92 Member or Pensioner affected by the pension law of **British Columbia**, means:
- #7/1.1.93 (i) a person who, at the relevant time, was legally married to the Employee,
Member, Former Member or Pensioner and is not living separate and apart
from him, or
- (ii) if there is no person to whom (i) above applies, a person who lives with
the Employee, Member, Former Member or Pensioner in a conjugal
relationship for the 2 year period immediately preceding the relevant time.
- #15/1.1.98 Section 5.05 Commutation of Small Pension
- #13/1.1.97 (a) Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, upon the
#9/1.1.90 termination or retirement of a Member, the Trustees may pay to such Member a
#7/1.1.93 single cash payment which is the Commuted Value of the monthly pension
benefit amount in full settlement of any and all pension benefits to which the
Member may be entitled
- (i) if the Member is not affected by the pension law of **Quebec**,
Newfoundland or **Manitoba**, and the monthly pension that would be
payable at Normal Retirement Age is less than 1/12 of 2% of the YMPE
for the year in which the Member ceases to participate in the Plan or
retires; or
- #15/1.1.98 (c) Notwithstanding the provisions of Section 4.04, 6.01 and 6.02 upon the death of a
Member or Former Member who is affected by the pension laws of **Alberta**,
British Columbia or **Saskatchewan**, the Trustees may pay the surviving Spouse
of such Member or Former Member a lump sum cash payment which is the
Committed Value of the Member’s or Former Member’s monthly pension amount

in full settlement of any and all benefits to which the surviving Spouse may be entitled if

Section 5.14. Payment on Marriage Breakdown. (first paragraph)

#13/1.1.97 If a Member or Former Member obtains a divorce, annulment or separation, the allocation of his pension benefit or its Commuted Value shall be in accordance with the Act.

#16/4.23.98 Section 1.18. Spouse.

#9/1.1.92 (a) The term “Spouse”, when used in reference to an Employee, Member, Former Member or Pensioner affected by the pension law of **Alberta**, means:

- (i) a person who, at the relevant time, was legally married to the Employee, Member, Former Member or Pensioner and is not living separate and apart from him, or
- (ii) if there is no person to whom (i) above applies, a person who lives with the Employee, Member, Former Member or Pensioner in a conjugal relationship for the 3 year period immediately preceding the relevant time and was during that time period held out by the Employee, Member, Former Member or Pensioner in the community in which they lived as his consort.

OLD SECTIONS BEFORE AMENDMENT #18

Effective January 1, 2000

#12/1.1.97 Section 3.21. Special Retirement Pension - Amount.

The monthly amount of the Special Retirement Pension shall be the monthly amount of the Normal Pension, calculated in accordance with Section 3.03, reduced by the following percentages:

- (a) If the effective date of the Special Retirement Pension is on or after the attainment of age 58, 1/3 of 1% for each full month by which the effective date of the Special Retirement Pension precedes age 63.
- (b) If the effective date of the Special Retirement Pension is prior to the attainment of age 58, 20% plus 1/2 of 1% for each full month by which the effective date of the Special Retirement Pension precedes age 58.

OLD SECTIONS BEFORE AMENDMENT #19

Effective January 1, 2001

ARTICLE 1, Section 1.18(c)

- #16/4.23.98 (c) The term “Spouse”, when used in reference to an Employee, Member, Former
#9/1.1.92 Member or Pensioner affected by the pension law of **Nova Scotia**, means either of
2 persons who:
- (i) are married to each other,
 - (ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity,
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the 12 month period immediately preceding the date of entitlement, or
 - (iv) not being married to each other and neither being married to another person have lived together in a conjugal relationship for 3 years and are living together at the relevant time.

For the purposes of Section 6.02, “Spouse” shall mean a person who meets the above definition and who, at the date the first installment of the pension is due, is not living separate and apart from the Employee, Member, Former Member or Pensioner.

#3/1.1.90 Section 2.01. Membership Eligibility.

- (a) After December 31, 1989
 - (i) An Employee, as defined in Section 1.09(a) who first has Contributions made on his behalf after December 31, 1989, shall become a Member of

the Plan when Contributions are received on his behalf from his first Employer.

(ii) An Employee, as defined in Section 1.09(b) who is first employed by an Employer after December 31, 1989, shall become a Member of the Plan on the first of the Calendar Year following the Calendar Year in which he has accumulated:

(A) 700 hours of employment with an Employer, or

(B) \$5,000 of Covered Earnings,

whichever occurs earlier.

(iii) An Employee, as defined in Section 1.09(a), who first has Contributions made on his behalf prior to January 1, 1990 and who has not met the requirements of subsection (b) below to become a Member of the Plan on January 1, 1990, shall become a Member of the Plan when Contributions are paid on his behalf by his Employer after December 31, 1989.

(b) Prior to January 1, 1990

(i) An Employee, as defined in Section 1.09(a), who first has Contributions made on his behalf after December 31, 1986, shall become a Member of the Plan on the first day of the Calendar Year following the Year in which Contributions, together with Contributions made in prior Calendar Years, represent at least \$5,000 of Covered Earnings, provided that, for the purposes of this subparagraph, Contributions and Covered Earnings shall not be counted if they were earned in a Year that is prior to 2 consecutive Calendar Years in which no Contributions are made on behalf of the Employee.

(ii) An Employee, as defined in Section 1.09(b) who is first employed by an Employer after December 31, 1986, shall become a Member of the Plan

on the first day of the Calendar Year following the 2 consecutive Calendar Years in each of which he has accumulated:

(A) 700 hours of employment with an Employer, or

(B) \$5,000 of Covered Earnings.

(iii) Notwithstanding the above, if the Contributions received on an Employee's behalf in any one of the 5 consecutive Calendar Years immediately preceding January 1, 1987 represent Covered Earnings of at least \$375, the Employee shall become a Member as of the first day of the Calendar Year following the year in which the Contributions received on and after January 1, 1987 represent at least \$375 of Covered Earnings, provided this amount is accumulated within 5 years from the end of the Year in which he last had at least \$375 of Covered Earnings reported.

Section 4.03. Vested Status.

A Member acquires Vested Status on the earliest date that one of the following requirements is met:

(a) he has accumulated at least 24 months of Vesting Service;

(b) he has accumulated at least 5 years of Vesting Service;

#7/1.1.93 (c) he has attained Normal Retirement Age while still a Member of the Plan;

Section 8.08. Remitting of Contributions.

Remitting of contributions by a Contributing Employer shall be in accordance with the terms of the agreement referred to in Section 1.10, which shall comply with the time limits required by the Ontario *Pension Benefits Act*, 1987 and Regulations thereunder.

Section 8.09. Termination or Winding-Up.

(a) Right to Benefits on Wind-up.

If this Pension Plan is terminated or wound-up, the rights of the affected Members or Former Members to benefits then accrued under the Plan shall be non-forfeitable to the extent then funded. The Members or Former Members must elect to transfer the Commuted Value of this benefit, or, if eligible, to receive an immediate pension.

If the Member's age plus years of continuous employment or status as a Member equal at least 55 on the effective date of Plan termination or windingup, he shall receive:

- (i) an immediate pension (if eligible), or
- (ii) a pension on the attainment of his Normal Retirement Age, or
- (iii) a reduced pension payable as of the date he would first have been eligible for it if the Plan has not been terminated or wound up.

OLD SECTIONS BEFORE AMENDMENT #20

Effective January 1, 2001

ARTICLE 1, Subsection (e) of Section 1.18

- #16/4.23.98 (e) The term “Spouse” when used in reference to an Employee, Member, Former
#9/1.1.92 Member or Pensioner affected by the pension law of **Quebec** means a person
#7/1.1.93 who, as of the time in question,
- (i) is married to the Employee, Member, Former Member or Pensioner;
 - (ii) has been living in a conjugal relationship with an unmarried Employee, Member, Former Member or Pensioner for a period of not less than 3 years, or for a period of not less than 1 year if
 - (A) at least 1 child is born, or to be born, of their union;
 - (B) they have adopted, jointly, at least 1 child while living together in a conjugal relationship;or
 - (C) one of them has adopted at least 1 child who is the child of the other, while living together in a conjugal relationship.

Section 3.12. Pre-Retirement Spouse’s Benefit - Eligibility.

#2/1.1.88 Subject to any right to or interest in the benefit set out in a domestic contract as defined in Part IV of Ontario’s *Family Law Act*, 1986 or a court order made under Part I of that Act, the Spouse of a Member or Former Member shall be entitled to a Pre-Retirement Spouse’s Benefit if the Member or Former Member dies after attaining Vested Status, but before meeting the requirements to be a Pensioner, and the Spouse was not living separate and apart from the Member or Former Member on his date of death.

#7/1.1.93 The Spouse of a Member or Former Member who is affected by the pension laws of **Ontario** may waive the right to the Pre-Retirement Spouse's Benefit by filing a written waiver with the Trustees on a form prescribed by the Act that is signed by the Spouse and the Member or Former Member in the presence of a witness. If this waiver is signed, it shall be considered as if the Member or Former Member does not have a Spouse eligible for the Pre-Retirement Spouse's Benefit and Section 3.14 shall apply.

#9/9.15.94 The Spouse of a Member or Former Member who is affected by the pension law of **British Columbia** may waive the right to the Pre-Retirement Spouse's Benefit by filing a written waiver with the Trustees on a form prescribed by the Act that is signed by the Spouse in the presence of a witness. If this waiver is signed, it shall be considered as if the Member or Former Member does not have a Spouse eligible for the Pre-Retirement Spouse's Benefit and Section 3.14 shall apply.

ARTICLE 3

Section 3.13. Pre-Retirement Spouse's Benefit - Amount.

(a) The Pre-Retirement Spouse's Benefit shall be a monthly amount, payable for the life of the surviving Spouse with the first 120 payments guaranteed, the value of which is equal to 100% of the Commuted Value of the Member's or Former Member's benefit accrued to the date of his death.

#13/1.1.97

#7/1.1.93

(b) In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member who is not affected by the pension law of **Alberta, British Columbia, Manitoba, Newfoundland** or **Saskatchewan** may elect to receive a lump sum payment or a deferred monthly pension, the value of which is equal to the Commuted Value of the Member's or Former Member's benefit accrued to the date of death. If a deferred monthly pension is elected, the payment of such pension may not be deferred beyond the month following the surviving Spouse's 65th birthday.

(c) In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member affected by the pension law of **Alberta,**

British Columbia, Manitoba, Newfoundland or **Saskatchewan** may elect the Portability Option as provided in Section 4.04(b).

- (d) In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member who is affected by the pension law of **Newfoundland** and who dies before attaining age 55, may elect to receive a lump sum payment the value of which is equal to the Commuted Value of the Member's or Former Member's benefit accrued to the date of death.
- (e) Notwithstanding the provisions of subsection (a) above, where a Member or Former Member dies on or after attaining age 55, the value of the Pre-Retirement Spouse's Benefit payable to the surviving Spouse shall be the greater of:
 - (i) the value of a 60% joint and survivor pension the Spouse would have been entitled to receive, had the Member or Former Member retired on a 60% joint and survivor pension the day before death; and
 - (ii) the Commuted Value of the Member's or Former Member's benefit accrued to the date of death.

Section 3.14. Pre-Retirement Death Benefit - Eligibility.

- #2/1.1.88
- (a) A Beneficiary, designated in accordance with Section 5.09, of a Member or Former Member who does not have a Spouse, who is living separate and apart from his Spouse on his date of death, or whose Spouse has waived the Pre-Retirement Spouse's Benefit, shall be entitled to a Pre-Retirement Death Benefit if the Member or Former Member dies after attaining Vested Status but before meeting all the requirements to become a Pensioner.
 - (b) If there is no designated Beneficiary, the Pre-Retirement Death Benefit shall be paid to the Member's or Former Member's estate.

ARTICLE 4, Subsection (a) of Section 4.04

(a) For termination of membership in the Plan occurring after December 31, 1986, for a Member affected by the pension law of **Alberta** or **Manitoba**, and for termination of membership in the Plan occurring after December 31, 1987 for any other Member:

#7/1.1.93

(i) If a Member terminates membership in the Plan after attaining Vested Status, and before being eligible for an immediate pension, such Member or Former Member may elect to transfer the Commuted Value of his accrued Normal Pension to;

(A) another pension plan if that other plan permits and the transfer is made in accordance with the transfer rules of the *Income Tax Act* and the Act;

(B) to a retirement savings arrangement that is established in accordance with the provisions of the Act and registered under the *Income Tax Act* and;

(C) purchase an immediate or deferred life annuity of the kind permitted by the Act.

#3/1.1.90

(ii) Upon terminating his membership in the Plan, a Former Member who wishes to make the transfer as provided in subsection (a)(i) above, must notify the Fund of his election within 180 days of termination.

(iii) A Former Member who elects to make the transfer provided under subsection (a)(i) above, shall cease to be a Former Member and shall not be entitled to any further benefits in respect of his membership before the transfer.

#3/1.1.90

(iv) If he is not affected by the pension law of **Quebec**, a Former Member who does not make an election within the time period as indicated in subsection

(a)(ii), shall be deemed to have elected to receive a Deferred Pension commencing at retirement. Such Former Member shall not be deemed to have the right to make any other election under this Section.

#3/1.1.90 (v) If he is affected by the pension law of **Quebec**, a Former Member who does not make an election within the time period as indicated in subsection (a)(ii) shall have the right to exercise this Portability Option during the 180-day period following the end of every 5th year, and also during the 180-day period following the date on which the Former Member attains age 55.

#17/7.15.99 (vi) If he is affected by the pension law of **British Columbia**, a Former Member who returns to work and starts to accrue further benefits prior to the filing of an application to transfer and all other applicable documents, such Former Member shall not have the right to make the transfer under this Section until a subsequent termination of plan membership occurs.

#17/7.15.99 (vii) The Spouse or Former Spouse of a Former Member, who is entitled to a portion of the Former Member's pension benefits as a result of the application of Section 5.14, may elect this Portability Option at a time and in a manner as permitted under the Act, subject to all of the conditions as set forth in this subsection (a).
#9/1.1.92

ARTICLE 5, Section 5.05

#17/7.15.99 Section 5.05. Commutation of Small Pension

#15/1.1.98 (a) Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, and subject
#13/1.1.97 to the following subsections, upon the termination or retirement of a Member, the
#9/1.1.90 Trustees may pay to such Member a single cash payment which is the Commuted
#17/1.1.93 Value of the monthly pension benefit amount in full settlement of any and all
pension benefits to which the Member may be entitled

(i) if the Member is not affected by the pension law of **British Columbia, Quebec, Newfoundland** or **Manitoba**, and the monthly pension that would be payable at Normal Retirement Age is less than 1/12 of 2% of the YMPE for the Year in which the Member ceases to participate in the Plan or retires; or

#15/1.1.98

(ii) if the Member is affected by the pension law of **Quebec** or **Newfoundland**, and the Commuted Value of the monthly pension that would be payable at Normal Retirement Age is less than 4% of the YMPE for the year in which the Member ceases to participate in the Plan or retires.

#13/1.1.97

#9/1.1.90

#7/1.1.93

(b) Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, if a Member or Former Member affected by the pension law of **Manitoba**, terminates participation, retires or dies on or after January 1, 1998, the Trustees shall pay to such Member or Former Member or the surviving Spouse of such deceased Member or Former Member, a single cash payment which is the Commuted Value of the monthly pension benefit amount in full settlement of any and all pension benefits to which the Member or Former Member may be entitled if:

(i) the monthly pension that would be payable at Normal Retirement Age is less than 1/12 of 4% of the YMPE for the year in which the Member or Former Member ceases to participate in the Plan, retires or dies; or

(ii) the Commuted Value of the monthly pension that would be payable at Normal Retirement Age is less than 4% of the YMPE for the year in which the Member or Former Member ceases to participate in the Plan, retires or dies.

#17/17.15.99

(c) Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, a Member or Former Member who is affected by the pension law of **British Columbia**, terminates participation, retires or dies, such Member or Former Member, or the

surviving Spouse of such deceased Member or Former Member, may elect a single cash payment in full settlement of any and all pension benefits to which the Member or Former Member may be entitled if:

- (i) the monthly pension that would be payable at Normal Retirement Age is less than 1/12 of 10% of the YMPE for the year in which the earliest of termination of membership, death or retirement occurs; or
- (ii) the commuted value of the monthly pension that would be payable at Normal Retirement Age is less than 20% of the YMPE for the year in which the earliest of termination of membership, death or retirement occurs.

#17/3.1.00 (d) Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02, upon the death of a Member or Former Member who is affected by the pension law of **Alberta**, the surviving Spouse of such Member or Former Member may elect a lump sum cash payment which is the Commuted Value of the Member's or Former Member's monthly pension amount in full settlement of any and all benefits to which the surviving Spouse may be entitled if:

- (i) the monthly pension that would be payable at the Member's or Former Member's Normal Retirement Age is less than 1/12 of 4% of the YMPE for the year in which the earlier of termination of membership, death or retirement occurs; or
- (ii) the Commuted Value of the monthly pension that would be payable at the Member's or Former Member's Normal Retirement Age is less than 20% of the YMPE for the year in which the earlier of termination of membership, death or retirement occurs.

#17/7.15.99 (e) Notwithstanding the provisions of Sections 4.04, 6.01 and 6.02 upon the death of
#15/1.1.98 a Member or Former Member who is affected by the pension law of **Saskatchewan**, the Trustees may pay the surviving Spouse of such Member or Former Member a lump sum cash payment which is the Commuted Value of the

Member's or Former Member's monthly pension amount in full settlement of any and all benefits to which the surviving Spouse may be entitled if:

- (i) the monthly pension that would be payable at the Member's or Former Member's Normal Retirement Age is less than 1/12 of 2% of the YMPE for the Year in which the Member or Former Member dies; or
- (ii) the Commuted Value of the monthly pension that would be payable at the Member's or Former Member's Normal Retirement Age is less than 4% of the YMPE for the Year in which the Member or Former Member dies.

ARTICLE 6, Section 6.02

Section 6.02. Joint Form--For a Member or Former Member who has a Spouse.

#14/2.23.98 Notwithstanding the provisions of Section 6.01, payment of a Normal, Special
#12/1.1.97 Retirement, Deferred, Early or Disability Pension to a Member or Former Member
#3/1.1.90 who has a Spouse on the date pension benefit payments commence, shall be made in the joint form which shall be a joint and survivor benefit in accordance with which 66-2/3% of the regular monthly pension will continue to be paid after the Pensioner's death for the lifetime of his Spouse.

Payment of benefits under this joint form may be waived if the Member or Former Member files with the Trustees in writing a timely rejection of this form of payment, subject to the following conditions:

- #13/1.1.93 (a) For a Member or Former Member affected by the pension law of **Alberta** or **British Columbia**, the written waiver shall be in a form prescribed under the Act, that is signed by the Spouse within 90 days of the commencement of the pension, in the presence of a witness but outside the presence of the Member or Former Member.
- (b) For a Member or Former Member affected by the pension law of **Manitoba**, the written waiver shall be in a form prescribed under the Act, that is

- (i) signed by the Spouse in the presence of a witness but outside the presence of the Member or Former Member; and
 - (ii) signed by the Member or Former Member.
- (c) For a Member or Former Member affected by the pension law of **Saskatchewan**, the written waiver shall be in a form prescribed under the Act, that is signed by the Spouse in the presence of a witness but outside the presence of the Member or Former Member.
- (d) For every other Member or Former Member, the written waiver shall be in a form prescribed under the Act, that is signed by the Member or Former Member and his Spouse in the presence of a witness, and delivered to the Trustees within 12 months preceding the commencement of the pension.

Upon receipt by the Trustees of such written waiver, the form of pension payment shall be as outline in Section 6.01.

Section 6.03. Conditions for Payment in the Joint Form.

Payment of a joint form under Section 6.02 shall be subject to the following conditions:

- (a) The joint form of pension is payable for the lifetime of the Pensioner and the surviving Spouse and cannot be terminated on the remarriage of the surviving Spouse.
- (b) The Trustees shall be entitled to rely on a written representation filed by the Member or Former Member together with his application for pension as to whether or not he has a Spouse. This reliance shall include the right to deny benefits to a person claiming to be the Spouse of a Member or Former Member in contradiction to the aforementioned representation of the Member or Former Member.
- (c) If the Spouse dies prior to the first month for which a pension benefit is payable to the Pensioner, the joint form of pension will not be operative and the Pensioner

will be treated as if he did not have a Spouse, and his benefits shall be paid in accordance with the provisions of Section 6.01.

- (d) Once the pension benefit becomes payable, the monthly amount shall not be increased if the Spouse is subsequently divorced or separated from the Pensioner or if the Spouse acquires a new spouse or if the Spouse predeceases the Pensioner.
- #3/1.1.90 (e) If the Member or Former Member is not living on the first day of the first month for which a pension benefit is payable, the joint and survivor benefit shall not be operative and the Pre-Retirement Spouse's Benefit in Section 3.12 or the Pre-Retirement Death Benefit in Section 3.14, whichever is applicable, shall then apply.
- #17/7.15.99 (f) If the Member or Former Member is subject to the pension law of **British Columbia**, Section 6.02 does not apply to the Spouse or Former Spouse in respect of whom the Trustees have received a notice of division of pension benefits prior to pension commencement.

OLD SECTION BEFORE AMENDMENT # 21

Effective June 1, 2003

#17/3.1.00 Section 1.18. Spouse.

#16/4.23.98 (a) The term “Spouse”, when used in reference to an Employee, Member, Former
#9/1.1.92 Member or Pensioner affected by the pension law of **Alberta**, means

- (i) a person, who at the relevant time, was married to the Employee, Member, Former Member or Pensioner and had not been living separate and apart (as defined in the *Alberta Employment Pension Plans Act*) from the Employee, Member, Former Member or Pensioner for 3 or more consecutive years, or
- (ii) if there is no person to whom paragraph (i) applies, a person who had lived with the Employee, Member, Former Member or Pensioner in a marriage-like relationship for the 3-year period immediately preceding the relevant time.