

The attached is a true description of

THE CANADIAN BAPTIST PENSION PLAN

as restated effective October 1, 2006 (or as otherwise stated)

**CANADIAN BAPTIST MINISTRIES**

Per: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Federal Registration No.: 0345769

Ontario Registration No.: 0345769

ON (08/06)

## **INTRODUCTION**

The primary purpose of the Plan is to provide periodic payments to individuals after retirement and until death in respect of their Service as Employees of the Employer. The Plan, which became effective January 1, 1962, is being restated effective October 1, 2006 to continue to qualify for registration under the Income Tax Act (Canada) as amended effective January 1, 1991, and under the Ontario Pension Benefits Act.

The Plan is classified as a defined contribution or money purchase type plan. Contributions made by or on behalf of individual Members of the Plan are accumulated in accounts maintained in respect of each Member. There are a number of investment options under the Funding Agreement for the investment of a Member's account balances. All benefits under the Plan are determined by reference to the accumulated contributions in respect of each Member.

The Plan has been administered in accordance with the amended provisions of the Income Tax Act (Canada) and the Regulations thereunder since January 1, 1991.

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## SECTION I - DEFINITIONS

The following words and phrases, as used in this document, shall have the meaning specified below, unless a different meaning is plainly required by the context.

- 1.01 'Applicable Legislation' means the Ontario Pension Benefits Act and the Regulations thereunder, the Income Tax Act (Canada) and the Regulations thereunder, the administrative rules of the federal tax authority, and any other pension legislation to which the Plan is or may become subject as the same may be amended from time to time.
- 1.02 'Effective Date' means the effective date of the Plan which is January 1, 1962. The Plan Year is the period from the first day of January up to and including the last day of December in each year.
- 1.03 'Employee' means a person who is in the Service of the Employer.
- 1.04 'Employer' means Canadian Baptist Ministries, Convention of Atlantic Baptist Churches, Baptist Convention of Ontario and Quebec, The Baptist Union of Western Canada, Union D'Églises Baptistes Françaises au Canada, and a Church, Board, Institution or Society established by or affiliated with one or more of the foregoing bodies.
- 1.05 'Former Member' means a Member who is no longer an Employee but who is entitled to benefits under the Plan.
- 1.06 'Funding Agreement' means any agreement now or hereafter entered into between the Employer and a life insurance company, a trust company, individual trustees or any combination thereof designated by the Employer, establishing and maintaining the Fund.
- 1.07 'Latest Retirement Date' with respect to a Member, Former Member or surviving Spouse means the latest date on which payment of benefits must commence as prescribed by Applicable Legislation.
- 1.08 'Member' means an Employee who has been enrolled in the Plan and whose membership has not been terminated.
- 1.09 'Monthly Earnings' means the basic compensation payable to an Employee each month including housing allowance, if applicable or value of housing provided.

For the purposes of determining the pension adjustment of any Member for whom contributions continue during an 'eligible period of temporary absence' or a 'period of disability' as defined in Applicable Legislation, 'prescribed compensation' as described under Regulation 8507(1) of the Income Tax Act (Canada) will be included in Monthly Earnings. Such 'prescribed compensation' will be equal to the Monthly Earnings being paid to the Member at the commencement of the period of absence or disability and upon which such contributions are being based. Pursuant to Regulation 8507(2) and (3) of the Income Tax Act (Canada), there is a lifetime maximum of (8) eight years of prescribed compensation for qualifying periods, with no more than (5) five years for periods that are not parenting.

- 1.10 'Normal Retirement Date' means the first day of the month coincident with or next following the attainment of the exact age of 65 years.
- 1.11 'Pensioner' means a Member or Former Member for whom payment of a pension under the Plan has commenced.
- 1.12 'Plan' means the pension plan as restated October 1, 2006 and set forth herein and as amended from time to time which shall be known as The Canadian Baptist Pension Plan.

- 1.13 'Plan Administrator' means the Employer.
- 1.14 'Qualifying Employee' means a Member who has been a member of the Employer's pension plan for a continuous period of 24 months or more.
- 1.15 'Service' for the purpose of determining eligibility means the period of employment of a person as an Employee without regard to any period of Temporary Suspension of Employment with or without pay. For any other purpose, 'Service' means
- (a) the period of employment of a person as an Employee of an Employer for which compensation, as defined in Applicable Legislation, is being received from the Employer, and
  - (b) any period of employment outside Canada of a person as an Employee of a foreign subsidiary, and is accepted by the Canada Revenue Agency as compensation from the Employer to whom contributions in respect of such Employee are attributable for the purpose of determining the pension adjustment of such Employee.
- 1.16 'Spouse', where used to refer to the spouse of a Member or Former Member, means, at any date, the person who
- (a) is married to the Member or Former Member, or
  - (b) is not married to the Member or Former Member but is and has been living with the Member or Former Member in a conjugal relationship,
    - (i) continuously for a period of not less than 3 years, or
    - (ii) in a relationship of some permanence if the spouse and the Member or Former Member are the natural or adoptive parents of a child, both as defined in the Family Law Act.

Notwithstanding the above, for the purposes of the Plan, "Spouse", where used to refer to the spouse of a Member or Former Member, does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

- 1.17 'Temporary Suspension of Employment' means any period of time during which a person who immediately before the period was employed by the Employer is not performing duties as an Employee of the Employer and after which the person is again employed by the Employer, except where an actual termination of the employment of the person has occurred, and includes any leaves of absence authorized by the Employer or required by law to be granted.
- 1.18 'Year's Maximum Pensionable Earnings' means the Year's Maximum Pensionable Earnings as defined in the Canada Pension Plan or the Quebec Pension Plan.

Words importing the masculine include the feminine and words importing the singular include the plural, or vice versa, as the context requires.

## SECTION II - ELIGIBILITY AND MEMBERSHIP

2.01 The Plan is available to permanent Employees of the following participating Employers, who after one year of employment are expected to satisfy the provincial minimums set by legislation on a one year basis:

- (a) Canadian Baptist Ministries, the Conventions and Unions,
- (b) Member Churches of the Conventions and Unions,
- (c) Partner organizations approved by the Conventions and Unions such as Baptist Women, theological schools, camps and specialty ministries, and
- (d) Parachurch organizations as outlined in section 2.04.

2.02 Employees will become eligible for membership in the Plan on the date of hire, on which the eligibility requirement(s) set out in Section 2.03 has (have) been met.

2.03 Eligibility to join the Plan is dependant upon Employee class as follows:

- (a) Ministry Leaders such as pastors, executive and management staff, and professors are eligible to join the Plan from the date of employment, and
- (b) Support Staff such as secretarial and clerical staff, church administrators and custodial staff, are eligible to join the Plan after one year of employment.

The Employer retains the right to waive the eligibility requirement(s) for an Employee provided the waiver does not contravene any Applicable Legislation.

2.04 Pastors and chaplains employed by a parachurch organization (such as a hospital, Christian ministry or prison) that do not offer a pension plan are eligible to join from the date of employment, subject to the following:

- (a) The pastor or chaplain must hold accreditation with a Convention/Union, and
- (b) The parachurch organization must be approved by the Convention/Union and received as a participating employer by Canadian Baptist Ministries.

2.05 Membership in the Plan is voluntary, subject to Section 2.02.

2.06 An eligible Employee shall be enrolled in the Plan by completing such forms as the Employer may require.

2.07 Membership in the Plan shall not confer any legal right upon the Employee for continuation of employment.

2.08 Once having become a Member of the Plan, a Member may not withdraw from the Plan while employed by the Employer.

2.09 A Member, who remains in continuous employment, may elect to suspend contributions to the Plan for a period of time then lift the suspension and recommence contributions. Employment and membership will continue to his credit during the suspension.

### SECTION III - CONTRIBUTIONS

Contributions under the Plan can only be made in respect of a period of Service performed by a Member.

- 3.01 Each Member is required to make contributions by payroll deduction commencing with the first pay after enrollment.

Prior to January 1, 2006

The amount of each monthly contribution will be at least 5% of Member's Monthly Earnings but not greater than 6% of Member's Monthly Earnings.

On and after January 1, 2006

The amount of each monthly contribution will be 6% of Member's Monthly Earnings.

In the event contributions are made during a period of absence, the method of payment of such contributions will be as agreed between the Member and the Employer.

- 3.02 The Employer will contribute each month on behalf of each Member an amount equal to the Member's monthly contribution described in Section 3.01.

- 3.03 A Member may at any time elect to make monthly or lump sum voluntary contributions, or both, by giving written notice to the Plan Administrator of his intention to make such contributions. All voluntary contributions must be in respect of current Service.

- 3.04 A Member may elect to transfer to the Plan amounts arising from other registered pension plans or from registered retirement savings plans or deferred profit sharing plans. Any portion of an amount so transferred which was not available in cash under the transferring plan but which, in accordance with the terms of Applicable Legislation, was locked-in, will continue to be administered in accordance with such Applicable Legislation.

- 3.05 The maximum amount which may be contributed to the Plan by a Member and by the Employer on behalf of a Member in respect of any taxation year is the amount determined in accordance with the Plan as registered. In accordance with subsection 147.1(8) of the Income Tax Act (Canada), such amount may not result in a pension adjustment for the Member for the year which exceeds the lesser of

- (a) 18% of the Member's compensation from the Employer for the year, and
- (b) the money purchase limit for the year, as defined in subsection 147.1(1) of the Income Tax Act (Canada).

The contributions of the Employer must be determined in a manner acceptable to the Minister of National Revenue.

Any contribution made by a Member or by the Employer may, with the prior written approval of the appropriate pension supervisory authorities, be returned to the Member or Employer, as applicable, in order to avoid the revocation of the registration of the Plan under the Income Tax Act (Canada).

- 3.06 The cost of investment management under the Funding Agreement and all charges applicable to account servicing, recordkeeping, employee communications and any other costs of administration of the Plan will be reflected in the earnings credited to the individual Member accounts.

#### **SECTION IV - APPLICATION OF CONTRIBUTIONS**

- 4.01 All contributions under the Plan will be deposited to the Funding Agreement for application in the manner set out below.

The contributions made by each Member and the Employer contributions on behalf of each Member shall be deposited within 30 days after the end of the month in respect of which the Member's contributions were received or deducted by the Employer.

- 4.02 Each contribution in respect of a Member will be credited to the individual account or accounts of the Member established under the Funding Agreement. Contributions will be credited with earnings under the Funding Agreement from the day on which the contribution is credited to the account(s).

- 4.03 Each account maintained for a Member or Former Member will be credited not less frequently than each month with the earnings attributed to the account under the Funding Agreement. Such earnings will consist of interest, gains and losses as are attributed to the operation of the fund or funds to which the contributions have been directed under the Funding Agreement, less any expenses involved in the administration of the fund or funds and the Plan, if applicable. The balance of an account at any date will consist of all contributions and earnings credited to the account to that date. For the purposes of determining the benefit entitlement under the Plan, earnings will be credited to each account up to and including the day immediately preceding the day on which such benefit is paid or commences to be paid.

The assets held under the Funding Agreement will be invested subject to the requirements of any Applicable Legislation.



## **SECTION V - NORMAL RETIREMENT**

- 5.01 The normal retirement pension is a monthly pension, payable in the form of a life annuity, commencing on the Normal Retirement Date equal to the monthly amount of pension which can be provided under the Funding Agreement by the sum of the balances of the Member's or Former Member's accounts at such date.
- 5.02 Prior to the commencement of annuity payments, a Member or Former Member may elect to have transferred, to a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business, the sum of the balances of the accounts maintained on his behalf at that time for the purpose of purchasing an annuity payable for his lifetime or, subject to any Applicable Legislation, to have such accounts transferred to another registered plan as described in, and in accordance with, Section XI.

## **SECTION VI - EARLY RETIREMENT**

- 6.01 A Member or Former Member may elect to retire at any time prior to the Normal Retirement Date but not before the attainment of the age of 55 years.
- 6.02 A Member or Former Member who retires before the Normal Retirement Date will receive the monthly pension, payable in the form of a life annuity, which can be provided under the Funding Agreement by the sum of the balances of the Member's or Former Member's accounts at the date of commencement of pension payments.
- 6.03 Prior to the commencement of annuity payments, a Member or Former Member may elect to have transferred, to a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business, the sum of the balances of the accounts maintained on his behalf at that time for the purpose of purchasing an annuity payable for his lifetime or, subject to any Applicable Legislation, to have such accounts transferred to another registered plan as described in, and in accordance with, Section XI.

## **SECTION VII - LATE RETIREMENT**

- 7.01 A Member or Former Member may elect to have pension payments commence after the Normal Retirement Date but no later than the last day of the calendar year in which the Member or Former Member attains the Latest Retirement Date. Contributions by and in respect of a Member who continues in Service after the Normal Retirement Date may, at the option of the Member continue to be made until the earlier of the date of termination of such Service and the date of commencement of pension payments under the Plan.
- 7.02 A Member or Former Member who retires after the Normal Retirement Date will receive the monthly pension, payable in the form of a life annuity, which can be provided under the Funding Agreement by the sum of the balances of the Member's or Former Member's accounts at the date of commencement of pension payments.
- 7.03 Prior to the commencement of annuity payments, a Member or Former Member may elect to have transferred, to a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business, the sum of the balances of the accounts maintained on his behalf at that time for the purpose of purchasing an annuity payable for his lifetime.

## **SECTION VIII - FORMS OF PENSION (POST-RETIREMENT DEATH BENEFITS)**

8.01 All pensions are payable during the lifetime of the Pensioner and will be paid not less frequently than annually.

8.02 The normal form of pension payable to a Member or Former Member who does not have a Spouse on the date of commencement of pension payments under the Plan will be a pension payable until the death of the Pensioner or until 120 equal monthly payments in all have been made, whichever shall last occur.

The normal form of pension payable to a Member or Former Member who has a Spouse on the date of commencement of pension payments under the Plan will be a joint and survivor pension. Such joint and survivor pension will provide for pension payments to be made, with or without a guaranteed period not exceeding 15 years as elected by the Member or Former Member, to the Pensioner until death or until the guaranteed number, if any, of equal monthly payments in all has been made, whichever is later, with 60% of the pension, or such greater percentage (not exceeding 100%) of the pension as is elected by the Member or Former Member, continuing to the person who was the Spouse of the Pensioner on the date of commencement of pension payments to the Pensioner, so long as such person survives. Any election made by a Member or Former Member under the terms of this paragraph must be made prior to the date of commencement of pension payments.

8.03 A Member or Former Member may elect to receive his pension in an optional form in accordance with Section 8.04 if either:

- (a) the Member or Former Member does not have a Spouse, or
- (b) the Member or Former Member has a Spouse but, within the 12 month period prior to the date of commencement of pension payments, the Plan Administrator, in accordance with Applicable Legislation, receives a statement signed in the prescribed form and manner which acknowledges awareness of, and waives, the joint and survivor pension.

8.04 A Member or Former Member described in Section 8.03 who does not wish to receive a pension of the normal form may elect, prior to the date of commencement of pension payments, to receive his pension in one of the following optional forms:

- (a) a lifetime pension with a guaranteed period of other than 120 months provided that the period certain does not exceed 15 years, or
- (b) if the Member or Former Member retires prior to age 65, a pension which will provide increased payments for a period ending no later than the last day of the month next following the month in which the Member or Former Member attains age 65 and reduced payments thereafter, or
- (c) a pension that will be adjusted annually after pension payments have commenced to reflect either
  - (i) increases, in whole or in part, in the Consumer Price Index, as published by Statistics Canada under the authority of the Statistics Act, or
  - (ii) an increase, at a rate specified by the Member or Former Member at the time of retirement, provided it does not exceed 4%.

- 8.05 Any portion of the Member's or Former Member's pension which derives from voluntary contributions will be paid in the same form as the pension which derives from the contributions which are required to be made under the Plan. Alternatively, the Member or Former Member may elect that the balances attributable to these contributions be paid in cash or transferred in a lump sum to a registered retirement savings plan.
- 8.06 Any payments remaining to be made after the death of the Pensioner under a form of pension with minimum guaranteed payments, if not payable to the Spouse of the Pensioner, will be payable to the beneficiary last legally designated by the Pensioner or, if no such beneficiary survives the Pensioner, to the Pensioner's estate. The beneficiary may, however, elect to receive instead the commuted value of any such remaining payments in a lump sum.

## **SECTION IX - TERMINATION OF SERVICE**

- 9.01 This Section does not apply to Members who retire, whether before, on, or after the Normal Retirement Date.
- 9.02 All contributions in respect of a Member will cease upon termination of Service.
- 9.03 On termination of Service, a Member will be entitled to a deferred life annuity in respect of the accounts maintained on his behalf to which he has acquired vested rights at such date. The deferred annuity will be determined in the manner set out in Section V, VI, or VII, as applicable. Subject to the terms of any Applicable Legislation, the Member may elect to transfer such accounts to another registered plan or to an insurer for the purchase of an annuity in accordance with Section XI.
- 9.04 If at the date of termination of Service the Member is not a Qualifying Employee, the Member may elect to receive a cash refund in respect of the accounts maintained on his behalf to which he has acquired vested rights.
- The Member may not, however, receive a cash refund of any portion of an account which is attributable to amounts which were transferred to the Plan from another registered plan and which were not available in cash under the transferring plan. The benefits arising from the transfer of any such amounts in respect of a Member are locked-in and the Member will be entitled to receive a locked-in deferred life annuity in respect of such amounts, determined in the manner described in Section 9.03.
- 9.05 The benefits in respect of a Member who is a Qualifying Employee are locked-in and the Member will be entitled to receive a locked-in deferred life annuity, determined in the manner described in Section 9.03. The Member may elect to have the entitlement transferred to another registered plan or to an insurer in accordance with Section XI.
- 9.06 Notwithstanding Section 9.05, any Member may elect on termination of Service to receive a cash refund in respect of any portion of an account maintained on his behalf which has arisen from voluntary contributions made by the Member or from amounts which were transferred to the Plan from another registered plan and which were available in cash under the transferring plan, or from both.
- 9.07 A Member will at all times have a full vested right to the accounts maintained on his behalf in respect of both Member and Employer contributions.

## **SECTION X - PRE-RETIREMENT DEATH BENEFIT**

10.01 In the event of the death of a Member or Former Member before any payment of pension has become due, there shall become payable under the Plan, in lieu of all other benefits, an amount equal to the sum of the balances of the Member's or Former Member's accounts.

10.02 The amount payable under Section 10.01 will become available to

- (i) the Spouse, if any, of the Member or Former Member at the date of death, or
- (ii) in the event that the Member or Former Member does not have a Spouse at the date of death, or the Spouse has waived, in the prescribed form, entitlement to such amount, to the beneficiary last legally designated by the Member or Former Member to the Plan Administrator or, if no such beneficiary survives the Member or Former Member, to the Member's or Former Member's estate.

It is specifically provided, however, that any portion of such amount which is attributable to amounts which were transferred to the Plan from another registered pension plan and which, under such other plan, would have been payable to the Member's or Former Member's Spouse on the death of the Member or Former Member shall be paid to the Spouse of the Member or Former Member unless such Spouse waives entitlement to such transferred amounts in accordance with Applicable Legislation.

10.03 In the event that the death benefit is payable to the Spouse of a Member or Former Member, such Spouse may elect to receive settlement of any amount payable under Section 10.01 either in cash or in the form of either an immediate life annuity or a deferred life annuity or to have the entitlement transferred to another registered plan or to an insurer in accordance with Section XI.

Any election by a surviving Spouse must be made in writing to the Plan Administrator within 90 days after the receipt from the Plan Administrator of any notice required by Applicable Legislation. If an annuity payable for life with a guarantee period is elected, such guarantee period may not exceed 15 years. If a deferred life annuity is elected, payments must commence before the end of the year in which the Spouse reaches the Latest Retirement Date. If, however, the Spouse has already reached the Latest Retirement Date at the date of the Member's or Former Member's death, payments must commence no later than one year after the date of death.

In the event that the death benefit is payable to a designated beneficiary other than the Spouse or to the Member's or Former Member's estate, the amount payable under Section 10.01 will be paid in a lump sum.

10.04 For the purposes of this Section and subject to any applicable law, a Member or Former Member may designate a beneficiary to receive any amount payable at his death and may subsequently change this beneficiary.

## SECTION XI - PORTABILITY

11.01 Subject to any Applicable Legislation, any amounts becoming available in respect of a Member or a Former Member or in respect of the Spouse of a Member or a Former Member on early, normal or late retirement, or on termination of Service, death or termination of the Plan will be distributed as set out below by the Plan Administrator within 60 days after receipt of an appropriate direction from the Member, Former Member or Spouse of the Member or Former Member.

- (a) Transferred, in a single amount, to another registered pension plan if that other plan so permits, or
- (b) Transferred, in a single amount, to a registered retirement savings plan or locked-in retirement account (LIRA) or other retirement savings or income arrangement prescribed by Applicable Legislation and registered pursuant to the Income Tax Act (Canada), or
- (c) Transferred, in a single amount, to a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business, for the purchase of either an immediate or deferred life annuity that will not commence before the earliest date on which the pension payments could have commenced under the Plan, provided such annuity meets the requirements of Applicable Legislation. If a deferred life annuity is purchased, payments must commence before the end of the year in which the annuitant the annuitant reaches the Latest Retirement Date.

The plan or the insurer, as the case may be, to which any such amounts are transferred must guarantee to administer such transferred amounts in accordance with Applicable Legislation.



## SECTION XII - ADMINISTRATION

- 12.01 The Plan Administrator shall decide all matters in respect of the operation, administration and interpretation of the Plan and shall be responsible for any duties designated as duties of the administrator in accordance with Applicable Legislation.
- 12.02 Except if permitted under both (i) the Income Tax Act (Canada) and the Regulations thereunder, and (ii) any applicable provincial or federal pension legislation, benefits payable under the Plan are not capable of being assigned, charged, alienated, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment.
- 12.03 Except as specifically provided to the contrary in this Plan, and subject to Applicable Legislation,
- (i) the benefits under the terms of the Plan are non-commutable and incapable of surrender,
  - (ii) no cash refund of any contributions will be paid while a Member remains in the Service of the Employer, and
  - (iii) on and after the Normal Retirement Date, no cash refund of any contributions, other than voluntary contributions, will be paid.
- 12.04 If the annual pension benefit payable at the Normal Retirement Date, which can be provided by that portion of the balances of the accounts maintained on the Member's behalf to which the Member has acquired vested rights, is less than the amount prescribed in Applicable Legislation in the year in which employment ceases, then such account balances shall either be transferred to a registered retirement savings plan or paid to the person entitled thereto, as elected by such person.
- Furthermore, where as evidenced by a written statement signed by a physician licensed to practice medicine in a jurisdiction in Canada that, in the opinion of the physician, a Member or Former Member has an illness or physical disability that is likely to shorten his life expectancy to less than two years, that portion of the account balances maintained on behalf of such Member or Former Member to which he has or had acquired vested rights, as the case may be, may be paid in a lump sum to the Member or Former Member in lieu of a pension benefit, provided the Member or Former Member applies, in the manner prescribed by the Regulations under the Ontario Pension Benefits Act, to withdraw all or a portion of such balances. Such application must be accompanied by the physician's statement referred to above and a declaration about a Spouse made in a manner prescribed by such Regulations.
- 12.05 When the legal marriage or common-law relationship of a Member or Former Member and the Spouse of such Member or Former Member is terminated, the portion of the account balances of the Member or Former Member which has arisen from contributions made during the term of the marriage or common-law relationship shall, if required by Applicable Legislation, be split in the manner specified in and in the form provided under such legislation, or in accordance with any judicial decision which may take precedence.
- 12.06 The sex of a Member, Former Member or other beneficiary under the Plan shall not be taken into account when determining the eligibility of an Employee for membership in the Plan, the amount of required contributions, and the amount of any benefit entitlement under the Plan in respect of contributions made on and after January 1, 1987.

- 12.07 Each Employee who is, or who is likely to become, eligible or required to join the Plan will receive from the Plan Administrator a written explanation of the provisions of the Plan, together with an explanation of the rights and obligations of such Employee with respect to the Plan. A written explanation of any subsequent amendments to the Plan shall be provided to each Member, Former Member or other person entitled to a payment under the Plan, who is or will be affected by the amendments.

Such further information as is prescribed by Applicable Legislation shall be provided to a Member, to a Former Member, to the Spouse of a Member or a Former Member, to any person eligible or required to join the Plan, to any person entitled to a payment under the Plan, to the authorized agent of any such Member, Former Member, Spouse or person, or to the representative of a trade union that represents the Members of the Plan.

Such further information shall include but is not limited to:

- (a) an annual statement of benefits and contributions,
- (b) a statement of benefits on termination of Service or membership in the Plan and any options available in respect of such benefits and, on request, an updated statement,
- (c) a statement of the options available on retirement and subsequently a statement of retirement benefits,
- (d) a statement of the amount and method of payment of any benefits and options on death, and
- (e) a statement of benefits, contributions and options on termination of the Plan.

On written request, such further information may also include copies of certain documents relating to the Plan, including but not limited to:

- (i) the Plan text and amendments and any previous versions of such documents,
- (ii) the application for registration of the Plan or of an amendment to the Plan,
- (iii) any other document filed in respect of the Plan and the pension fund, and
- (iv) any correspondence between the provincial or federal legislative authorities, as applicable, and the Employer, except personal information relating to a Member or Former Member.

The explanations and information referred to above shall be provided or made available by the Plan Administrator within the time period prescribed by Applicable Legislation.

- 12.08 Subject to and in accordance with Applicable Legislation, a majority of the Members, Former Members and Pensioners of the Plan may vote to establish an advisory committee for the purposes of monitoring the administration of the Plan, making recommendations to the Plan Administrator respecting the administration of the Plan and promoting awareness and understanding of the pension plan among Members, Former Members, Pensioners, and their Spouses.

The preceding is not applicable if the Plan is administered by a pension committee which includes at least one Member appointed by the Members of the Plan.

### **SECTION XIII - TERMINATION AND AMENDMENT**

13.01 Although it is the intention of the Employer to continue the Plan indefinitely, changes in the Plan may be required in future. The Employer therefore reserves the right to amend or discontinue the Plan on any date. No amendment or termination of the Plan shall, however, affect the pensions which have commenced prior to that date nor shall any such action affect the balance of the Member's accounts prior to such date. The Plan termination will be performed in accordance with the requirements of any Applicable Legislation.

Notwithstanding anything to the contrary contained in the Plan, if the Plan is terminated in whole or in part and not replaced, a Member affected by such termination will have a full vested right to the sum of the balances of the accounts maintained on his behalf in respect of Employer's contributions on the date of termination of the Plan.

## **APPENDIX - ALBERTA EMPLOYEES**

The terms of the Plan are modified as set out below in respect of any Employee who reports for work at or is paid from an establishment of the Employer situated in the province of Alberta. In addition to the legislation listed in the introduction to the Plan, Alberta Employees are also subject to the Alberta Employment Pension Plans Act and the Regulations hereunder.

### **SECTION I – DEFINITIONS**

'Qualifying Employee' means

- (a) in respect of any contributions made prior to January 1, 2000, a Member or Former Member who has completed 5 years of continuous Service with the Employer or 2 years of continuous membership in the Plan, whichever comes first, and
- (b) in respect of contributions made on and after January 1, 2000, a Member or Former Member who has completed 2 years of continuous membership in the Plan.

'Spouse', where used to refer to the spouse of a Member, means a pension partner, as defined in the Employment Pension Plans Act. Pension partner means, in relation to the Member,

- (a) a person who, at the relevant time, was married to the Member and had not been living separate and apart from the Member for three (3) or more consecutive years, or
- (b) if there is no person to whom sub clause (a) applies, a person who, immediately preceding the relevant time, or had lived with the Member in a conjugal relationship
  - (i) for a continuous period of at least three (3) years, or
  - (ii) of some permanence, if there is a child of the relationship by birth or adoption.

Notwithstanding the above, for the purposes of the Plan, 'Spouse' does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

### **SECTION II - ELIGIBILITY AND MEMBERSHIP**

An Alberta Employee who is employed on a continuous basis, whether full-time or part-time, must qualify for membership if he has earned at least 35% of the Year's Maximum Pensionable Earnings in each of two consecutive calendar years immediately prior to becoming covered under the Plan. Such an Employee who becomes a Member of the Plan shall not cease to be a Member by reason only of earning less than 35% of the Year's Maximum Pensionable Earnings in a calendar year.

### **SECTION VII - LATE RETIREMENT**

Notwithstanding anything to the contrary stated in Section 10.01, should a Member or Former Member die after the Normal Retirement Date but before any pension payment becomes due, the sum of the balances of the Member's or Former Member's account will be payable as a death benefit under Section X.

### **SECTION VIII - FORMS OF PENSION (POST-RETIREMENT DEATH BENEFITS)**

If the Member or Former Member has a Spouse, the Member or Former Member may elect to receive his pension in an optional form if, within the 90 day period prior to the date of

commencement of pension payments, the Plan Administrator is provided with a signed statement in the prescribed form and manner, waiving the joint and survivor pension.

Any payments remaining to be made after the death of the Pensioner under a form of pension with minimum guaranteed payments, will be payable to the Spouse unless prior to the death of the Pensioner, the Plan Administrator is provided with a signed statement in the prescribed form and manner, waiving such death benefit.

Any remaining payments will then be paid to the beneficiary last legally designated by the Pensioner or, if no such beneficiary survives the Pensioner, to the Pensioner's estate. The beneficiary may, however, elect to receive instead the commuted value of any such remaining payments in a lump sum.

## **SECTION X - PRE-RETIREMENT DEATH BENEFIT**

In the event of the death of a Member or Former Member before any payment of pension has become due, there shall become payable under the Plan, in lieu of all other benefits, an amount equal to the sum of the balances of the Member's or Former Member's account.

The amount payable under Section 10.01 will become available to the Spouse, if any, of the Member or Former Member at the date of death.

In the event that the Member or Former Member does not have a Spouse at the date of death, or the Spouse has waived entitlement to such amount in the prescribed form, to the beneficiary last legally designated by the Member or Former Member to the Plan Administrator, provided such beneficiary is not the Spouse, or if no such beneficiary survives the Member or Former Member, to the Member's or Former Member's estate.

In the event that the death benefit is payable to the Spouse of a Member or Former Member, such Spouse may elect to receive settlement of any amount payable under Section 10.01 in cash, the form of either an immediate or deferred life annuity, to have the entitlement transferred to another registered plan or to an insurer in accordance with Section XI.

The cash settlement to the Spouse of a Qualifying Employee will be restricted to that portion, if any, of the pre-retirement death benefit which arises from any voluntary contributions or from any non-locked-in amounts transferred to the Plan.

Notwithstanding the above, the Spouse of a Member who dies prior to becoming a Qualifying Employee, may elect to receive settlement in cash of any pre-retirement death benefit payable in respect of contributions made to the Plan on behalf of the Member prior to January 1, 2000.

## **SECTION XI - PORTABILITY**

Subject to any Applicable Legislation, any amounts becoming available in respect of a Member or a Former Member or in respect of the Spouse of a Member or a Former Member on early, normal or late retirement, or on termination of Service, death or termination of the Plan will be distributed as set out below by the Plan Administrator within 60 days after receipt of an appropriate direction from the Member, Former Member or Spouse of the Member or Former Member.

- (a) Transferred, in a single amount, to another registered pension plan if that other plan so permits, or
- (b) Transferred, in a single amount, to a registered retirement savings plan or, in the case of locked-in amounts, to a locked-in retirement arrangement (LIRA) or a retirement income

arrangement prescribed by Applicable Legislation and registered pursuant to the Income Tax Act (Canada), or

- (c) Transferred, in a single amount, to a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business, for the purchase of either an immediate or deferred life annuity that will not commence before the earliest date on which the pension payments could have commenced under the Plan, provided such annuity meets the requirements of Applicable Legislation. If a deferred life annuity is purchased, payments must commence before the end of the year in which the annuitant reaches the Latest Retirement Date.

The plan or the insurer, as the case may be, to which any such amounts are transferred must guarantee to administer such transferred amounts in accordance with Applicable Legislation.

## **SECTION XII – ADMINISTRATION**

Benefits payable under the Plan are not capable of being assigned, charged, alienated, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment.

In the event of termination or retirement a Qualified Member or Former Member who has attained age 50 or more and has the written consent of his Spouse, in the prescribed form, may elect as a one-time option, to have 50% of the locked-in funds in the account maintained on his behalf unlocked and paid in cash (subject to withholding tax) or transferred in accordance with Section XI. The remaining locked-in portion of the account must be transferred from the Plan to a life income fund or other income arrangement permitted by Applicable Legislation.

A Member or Former Member who has been declared, in writing, by the federal tax authorities to be a non-resident of Canada, as defined under the Income Tax Act (Canada), is entitled to receive a cash refund of that portion of the balances of the account maintained on his behalf to which he has or had acquired vested rights, if the Member completes and submits the prescribed form confirming his non-resident status together with the prescribed waiver signed by his Spouse, if any, to the Plan Administrator.

In the event of a Member or Former Member's death, this right would also apply to his Spouse if the Spouse has not waived rights to the death benefit.

If that portion of the balances of the account maintained on the Member's behalf to which the Member has acquired vested rights on termination of Service, retirement, death or termination of the Plan, is less than the amount prescribed in Applicable Legislation for the calendar year in which the account balances are disbursed from the Plan, then such account balances shall either be transferred to a registered retirement savings plan or paid to the person entitled thereto, as elected by such person.

If it is established by a statement from a qualified medical practitioner, certifying that a Member or Former Member has a terminal illness, or that, by reason of a disability, a Member or Former Member has a considerably shortened life expectancy, and, if the Member or Former Member has a Spouse, provided the Plan Administrator, in accordance with Applicable Legislation, receives a statement signed by the Spouse in the prescribed form and manner, which acknowledges his awareness of and waives his right to a joint and survivor pension, that portion of the account balances maintained on behalf of such Member or Former Member to which he has or had acquired vested rights, as the case may be, may be paid in a lump sum to the Member or Former Member in lieu of a pension benefit.

An entitlement to receive a benefit under the Plan is subject to entitlements arising under a matrimonial property order within the meaning of the Matrimonial Property Act, an agreement

under the Matrimonial Property Act, providing for the division and distribution of a pension benefit that has been adopted by the Court as a consent order, or a similar order, enforceable in Alberta, of a court outside Alberta that affects the payment or distribution of a person's benefits.

Payment of all cash settlements under the Plan must be made within 60 days after the event giving rise to the payment or the completion and filing of all documents required to authorize the making of the payment as prescribed by Applicable Legislation.

The use of sex-distinct annuity rates is permitted for an Alberta Employee.

## **APPENDIX - BRITISH COLUMBIA EMPLOYEES**

The terms of the Plan are modified as set out below in respect of any Employee who reports for work at or is paid from an establishment of the Employer situated in the province of British Columbia. In addition to the legislation listed in the introduction to the Plan, British Columbia employees are also subject to the British Columbia Pension Benefits Standards Act and the Regulations thereunder.

### **SECTION I - DEFINITIONS**

'Spouse' where used to refer to the spouse of a Member or Former Member, means, at any date,

- (a) the person who, at the relevant time, was married to the Member or Former Member and who, if living separate and apart from the Member or Former Member at the relevant time, or had not lived separate and apart from the Member or Former Member for longer than the 2-year period immediately preceding the relevant time, or
- (b) if paragraph (a) does not apply, the person who, at the relevant time, was living and cohabiting with the Member or Former Member in a marriage-like relationship, including a marriage-like relationship between the person and a Member or Former Member of the same gender, and who had been living and cohabiting in that relationship for a period of at least 2 years immediately preceding the relevant time.

Notwithstanding the above, for the purposes of the Plan, 'Spouse', where used to refer to the spouse of a Member or Former Member, does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision in the Income Tax Act (Canada) respecting registered pension plans.

For the purposes of paragraph (a) above, "living separate and apart" means living separate and apart as described in the British Columbia Pension Benefits Standards Act.

### **SECTION VII - LATE RETIREMENT**

Required contributions must continue for a Member who continues in Service after the Normal Retirement Date.

Notwithstanding anything to the contrary stated in Section 10.01, should a Member or Former Member die after the Normal Retirement Date but before any pension payment becomes due, the sum of the balances of the Member's or Former Member's accounts will be payable as a death benefit under Section X.

### **SECTION VIII - FORMS OF PENSION (POST-RETIREMENT DEATH BENEFITS)**

A Member or Former Member may elect to receive his pension in an optional form in accordance with Section 8.04 if either:

- (a) the Member or Former Member does not have a Spouse, or
- (b) the Member or Former Member has a Spouse but, within the 90 day period prior to the date of commencement of pension payments, the Plan Administrator, in accordance with Applicable Legislation, receives a statement signed in the prescribed form and manner which acknowledges awareness of, and waives, the joint and survivor pension.



The optional form of pension described in item (b) of Section 8.04 is only available if the amount of the subsequently reduced monthly payments is not lower than the amount prescribed under Applicable Legislation.

## **SECTION X - PRE-RETIREMENT DEATH BENEFIT**

In the event of the death of a Member or Former Member before any payment of pension has become due, there shall become payable under the Plan, in lieu of all other benefits, an amount equal to the sum of the balances of the Member's or Former Member's accounts.

The cash settlement to the Spouse of a Qualifying Employee will be restricted to that portion, if any, of the pre-retirement death benefit which arises from any voluntary contributions or from any non-locked-in amounts transferred to the Plan.

## **SECTION XII - ADMINISTRATION**

If a Member or Former Member is age 65 or older, he may commute, on the prescribed basis and in the prescribed manner, his total benefit entitlement in every defined contribution pension plan, locked-in retirement savings plan and prescribed retirement income fund regulated by the British Columbia Pension Benefits Standards Act and its Regulations if the total amount to his credit in all such plans and funds does not exceed 40% of the Maximum Pensionable Earnings determined in accordance with the *Canada Pension Plan* for the year in which he completes and signs the prescribed form, provided he has filed such form together with, if he has a Spouse, the Spouse's waiver of entitlements in the prescribed form with each relevant pension plan and financial institution. In such event, the balances of the accounts maintained on the Member's or Former Member's behalf under the Plan may be paid as a cash refund to the Member or Former Member.

A Member or Former Member who has been absent from Canada for two or more years and has become a non-resident of Canada, as determined for the purposes of the Income Tax Act (Canada) and confirmed in writing by the Canada Customs and Revenue Agency, is entitled to have that portion of the balances of the accounts maintained on his behalf to which he has or had acquired vested rights, as the case may be, transferred out of Canada, provided he completes the prescribed form in the prescribed manner, and files such form, together with the written confirmation from the Canada Customs and Revenue Agency, and if he has a Spouse, the Spouse's waiver of entitlements in the prescribed form with the Plan Administrator.

If the annual pension benefit payable at the Normal Retirement Date, which can be provided by that portion of the balances of the accounts maintained on the Member's behalf to which the Member has acquired vested rights, is less than the maximum commutable amounts prescribed in Applicable Legislation in the year in which employment ceases, then such account balances shall either be transferred to a registered retirement savings plan or paid to the person entitled thereto, as elected by such person.

If it is established by a statement from a qualified medical practitioner that, by reason of a physical disability, a Member or Former Member has a considerably shortened life expectancy and, if the Member or Former Member has a Spouse, provided the Plan Administrator, in accordance with Applicable Legislation, receives a statement signed by the Spouse in the prescribed form and manner, which acknowledges his awareness of and waives his right to a joint and survivor pension, that portion of the account balances maintained on behalf of such Member or Former Member to which he has or had acquired vested rights, as the case may be, may be paid in a lump sum to the Member or Former Member in lieu of a pension benefit.

An entitlement to receive a benefit under the Plan is subject to entitlements arising under a separation agreement or order made under Part 5 or 6 of the Family Relations Act (British Columbia) or a similar order, enforceable in British Columbia, of a court outside British Columbia that affects the payment or distribution of a person's benefits. Pension benefits are a family asset under the Family Relations Act.

Payment of all cash settlements under the Plan must be made within 60 days after the event giving rise to the payment or the completion and filing of all documents required to authorize the making of the payment as prescribed by Applicable Legislation.

The sex of a Member, Former Member, or other beneficiary under the Plan shall not be taken into account when determining the eligibility of an Employee for membership in the Plan, the amount of required contributions, and, with effect from April 1, 1993, the amount of any benefit entitlement under the Plan.

## **APPENDIX - MANITOBA EMPLOYEES**

The terms of the Plan are modified as set out below in respect of any Employee who reports for work at or is paid from an establishment of the Employer situated in the province of Manitoba. In addition to the legislation listed in the introduction to the Plan, Manitoba Employees are also subject to the Pension Benefits Act and the Regulations thereunder.

### **SECTION I - DEFINITIONS**

'Common-law Partner', where used to refer to the common-law partner of a Member or Former Member, means the person who,

- (a) with the Member or Former Member, registered a common-law relationship under section 13.1 of the Vital Statistics Act, or
- (b) not being married to the Member or Former Member and at the relevant time, cohabited with the Member or Former Member in a conjugal relationship for
  - i. a period of at least three years immediately preceding the relevant time, if either of them is married, or
  - ii. a period of at least one year immediately preceding the relevant time, if neither of them is married.

'Common-law Relationship' means the relationship between two persons who are Common-law Partners of each other.

'Qualifying Employee' means a Member who either has completed a continuous period of 2 years of Service or has been a Member of the Plan for a period of 2 or more years, whichever first occurs.

'Spouse', where used to refer to the spouse of a Member or Former Member, means the person to whom, at the relevant time, the Member or Former Member is married.

Notwithstanding the above, for the purposes of the Plan, 'Spouse', where used to refer to the spouse of a Member or Former Member, means either the 'Spouse' or the 'Common-law Partner' of the Member or Former Member, as the case may be, but does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

### **SECTION II – ELIGIBILITY AND MEMBERSHIP**

Membership in the Plan is compulsory for

- (a) full-time Employees who have completed 2 years of Service, and
- (b) those Employees who are in Service on a less than full-time basis who shall have earned not less than 25% of the Year's Maximum Pensionable Earnings in each of two consecutive calendar years immediately prior to membership in the Plan.

However, Employees who are in Service on a less than full-time basis may join the Plan after completing 2 years of Service, irrespective of earnings.

Suspension of contributions to the Plan do not apply to a Manitoba Employee. An Employee may decline membership in the Plan for religious beliefs or if a full-time student.

Eligibility requirements for a Manitoba Employee may not be waived.

### **SECTION VIII - FORMS OF PENSION (POST-RETIREMENT DEATH BENEFITS)**

The normal form of pension payable when the Member or Former Member has a Spouse on the date of commencement of pension payments will be a joint and survivor pension providing for the continuation of 66 2 /3% of the pension, or such greater percentage (not exceeding 100%) of the pension as is elected by the Member or Former Member prior to the commencement of pension payments, to the person who was the Spouse at the date of commencement of pension payments to the Member, unless a waiver of the joint pension has been filed.

Provided the Member or Former Member so elects prior to the commencement of pension payments, the joint and survivor pension may provide for pension payments to be made to the Pensioner until death or until a minimum number, not exceeding 180, of equal monthly payments in all has been made, whichever is later.

A Member or Former Member may elect to receive his pension in an optional form in accordance with Section 8.04, or to replace his pension with a life income fund (LIF) or a locked-in retirement income Fund (LRIF), if either:

- (a) the Member or Former Member does not have a Spouse, or
- (b) the Member or Former Member has a Spouse but, prior to the date of commencement of pension payments, the Plan Administrator, in accordance with Applicable Legislation, receives the prescribed form, signed in the prescribed manner and within the prescribed period by the Member or Former Member and by the Spouse acknowledging his awareness of, and waiving, the joint and survivor pension.

### **SECTION X - PRE-RETIREMENT DEATH BENEFIT**

The Spouse of a Member or Former Member is not entitled to waive his right to the pre-retirement death benefit.

The settlement in cash to the Spouse of a Member or Former Member is restricted to amounts which are not locked-in.

### **SECTION XI - PORTABILITY**

Subject to any Applicable Legislation, any amounts becoming available in respect of a Member or a Former Member or in respect of the Spouse of a Member or a Former Member on early, normal or late retirement, or on termination of Service, death or termination of the Plan will be distributed as set out below by the Plan Administrator within 90 days after receipt of an appropriate direction from the Member, Former Member or Spouse of the Member or Former Member.

- (a) Transferred, in a single amount, to another registered pension plan if that other plan so permits, or
- (b) Transferred, in a single amount, to a registered retirement savings plan or, in the case of locked-in amounts, to a LIRA, or on the retirement or death of a Member or Former Member or upon marriage breakdown, a LIF, or to any other arrangement prescribed by Applicable Legislation and registered pursuant to the Income Tax Act (Canada), or
- (c) Transferred, in a single amount, to a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business, for the

purchase of either an immediate or deferred life annuity, provided such annuity meets the requirements of Applicable Legislation. If a deferred life annuity is purchased, payments must commence before the end of the year in which the annuitant reaches the Latest Retirement Date.

## **SECTION XII – ADMINISTRATION**

If either (i) that portion of the balances of the accounts maintained on the Member's behalf to which the Member has acquired vested rights, or (ii) the annual pension benefit payable at the Normal Retirement Date which can be provided by such portion is less than 4% of the Year's Maximum Pensionable Earnings as defined in the *Canada Pension Plan* in the year in which the Member's termination of Service, retirement or death occurs, then such account balances shall either be transferred to a registered retirement savings plan or paid to the person entitled thereto, as elected by such person.

Payment of a lump sum in lieu of a pension benefit to a Member or Former Member who has a considerably shortened life expectancy due to a mental or physical disability established by a statement from a qualified medical practitioner, and who has a Spouse is subject to the Plan Administrator's receiving, in accordance with Applicable Legislation, a statement signed by the Spouse in the prescribed form and manner, which acknowledges the Spouse's awareness of and waives his right to a joint and survivor pension.

When the legal marriage or Common-law Relationship of a Member or Former Member and the Spouse of such Member or Former Member is terminated, the portion of the account balances of the Member or Former Member which has arisen from contributions made during the term of cohabitation in a conjugal relationship prior to the date of marriage or Common-law Relationship and during the term of the marriage or Common-law Relationship shall, if required by Applicable Legislation, be split in the manner specified in and in the form provided under such legislation.

Notwithstanding the above, if married Spouses were living separate and apart prior to June 30, 2004, when the legal marriage of a Member or Former Member and the Spouse of such Member or Former Member is terminated, the portion of the account balances of the Member or Former Member which has arisen from contributions during the term of the marriage shall, if required by Applicable Legislation, be split in the manner specified in and in the form provided under such legislation.

For the purpose of the Plan, termination of a legal marriage or Common-law Relationship shall be deemed to have occurred on the date that the parties began living separate and apart.

Upon termination of a legal marriage or a Common-Law Relationship, a statement will be provided to the Member or Former Member of any benefits to which each of the Spouses would be entitled.

Payment of all cash settlements under the Plan must be made within 90 days after the event giving rise to the payment or the completion and filing of all documents required to authorize the making of the payment as prescribed by Applicable Legislation.

## **APPENDIX – NEW BRUNSWICK EMPLOYEES**

The terms of the Plan are modified as set out below in respect of any Employee who reports for work at or is paid from an establishment of the Employer situated in the province of New Brunswick. In addition to the legislation listed in the introduction to the Plan, New Brunswick Employees are also subject to the New Brunswick Pension Benefits Act, and the Regulations thereunder.

### **SECTION I – DEFINITIONS**

'Qualifying Employee' means a Member who has completed either 5 years of continuous Service with the Employer or 2 years of continuous membership in the Plan, whichever first occurs.

'Spouse', where used to refer to the spouse of a Member or Former Member, means the person of the opposite sex who

- (a) is married to the Member or Former Member, or
- (b) is married to the Member or Former Member by a marriage that is voidable and has not been annulled by a declaration of nullity, or
- (c) has gone through a form of marriage with the Member or Former Member, in good faith, that is void, and they are cohabiting in a conjugal relationship or, if they have ceased to so cohabit, have cohabited in a conjugal relationship within the twelve-month period immediately preceding the date of entitlement, or
- (d) is not married to the Member or Former Member, but has cohabited with the Member or Former Member
  - (i) continuously for a period of not less than three years in a conjugal relationship in which one of them has been substantially dependent upon the other for support, or
  - (ii) in a conjugal relationship of some permanence where there is at least one child born of their union

and has so cohabited with the Member or Former Member within the twelve-month period immediately preceding the date of entitlement.

'Common-law relationship', for the purposes of division of benefits on relationship breakdown under Section XII, means the relationship described in Item (d) above between a Member or Former Member and a person of the opposite sex.

Notwithstanding the above, for the purposes of the Plan, 'Spouse' does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

### **SECTION II - ELIGIBILITY AND MEMBERSHIP**

An Employee in Service on a part-time basis must qualify for membership if he has earned at least 35% of the Year's Maximum Pensionable Earnings in each of two consecutive calendar years immediately prior to membership in the Plan. Such an Employee who becomes a Member of the Plan shall not cease to be a Member by reason only of earning less than 35% of the Year's Maximum Pensionable Earnings in a calendar year.

## **SECTION V - NORMAL RETIREMENT**

Prior to the commencement of annuity payments, a Member or Former Member may elect to have the sum of the balances of the accounts maintained on his behalf at that time transferred to (i) a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business and authorized, in accordance with Applicable Legislation, to receive such a transfer, for the purpose of purchasing an annuity, payable for his lifetime, under a contract prescribed by and approved pursuant to Applicable Legislation, or, (ii) subject to any Applicable Legislation, another registered plan as described in, and in accordance with, Section XI.

## **SECTION VI - EARLY RETIREMENT**

Prior to the commencement of annuity payments, a Member or Former Member may elect to have the sum of the balances of the accounts maintained on his behalf at that time transferred to (i) a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business and authorized, in accordance with Applicable Legislation, to receive such a transfer, for the purpose of purchasing an annuity, payable for his lifetime, under a contract prescribed by and approved pursuant to Applicable Legislation, or, (ii) subject to any Applicable Legislation, another registered plan as described in, and in accordance with, Section XI.

## **SECTION VII - LATE RETIREMENT**

Prior to the commencement of annuity payments, a Member or Former Member may elect to have the sum of the balances of the accounts maintained on his behalf at that time transferred to (i) a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business and authorized, in accordance with Applicable Legislation, to receive such a transfer, for the purpose of purchasing an annuity, payable for his lifetime, under a contract prescribed by and approved pursuant to Applicable Legislation, or, (ii) subject to any Applicable Legislation, another registered plan as described in, and in accordance with, Section XI.

## **SECTION VIII - FORMS OF PENSION (POST-RETIREMENT DEATH BENEFITS)**

A Member or Former Member may elect to receive his pension in an optional form in accordance with Section VIII if either:

- (a) the Member or Former Member does not have a Spouse, or
- (b) the Member or Former Member has a Spouse but, within the year prior to the date of commencement of pension payments, the Plan Administrator, in accordance with Applicable Legislation, receives a statement signed in the prescribed form and manner which acknowledges awareness of, and waives, the joint and survivor pension and such waiver is not subsequently revoked.

Any portion of the Member's or Former Member's pension which derives from voluntary contributions will be paid in the same form as the pension which derives from the contributions which are required to be made under the Plan. Alternatively, the Member or Former Member may elect that the balances attributable to these contributions be paid in cash or transferred in a lump sum to a registered retirement savings plan or retirement income fund.

## **SECTION X - PRE-RETIREMENT DEATH BENEFIT**

The amount payable under Section 10.01 will become available to

- (i) the Spouse, if any, of the Member or Former Member at the date of death, or
- (ii) in the event that the Member or Former Member does not have a Spouse at the date of death, to the beneficiary last legally designated by the Member or Former Member to the Plan Administrator or, if no such beneficiary survives the Member or Former Member, to the Member's or Former Member's estate.

In the event that all or a part of the death benefit is payable to the Spouse of a Member or Former Member, such Spouse may elect to receive settlement of any amount payable under Section 10.01 either in cash or in the form of either an immediate or deferred life annuity or to have the entitlement transferred to another registered plan, or another insurer in accordance with Section XI.

## **SECTION XI - PORTABILITY**

Subject to any Applicable Legislation, any amounts becoming available in respect of a Member or a Former Member or in respect of the Spouse of a Member or a Former Member, will be distributed by the Plan Sponsor

- (a) on early retirement, termination of Service prior to the Normal Retirement Date, death or termination of the Plan as set out below, or
- (b) on termination of Service on or after the Normal Retirement Date as set out in items (ii) or (iii) below

within 30 days after receipt of an appropriate direction on the prescribed form from the Member, Former Member or Spouse of the Member or Former Member.

- (i) Transferred, in a single amount, to another registered pension plan that satisfies the requirements of Applicable Legislation if that other plan so permits, or
- (ii) Transferred, in a single amount, to a registered retirement savings plan or locked-in retirement account (LIRA) or other retirement savings or income arrangement prescribed by Applicable Legislation and registered pursuant to the Income Tax Act (Canada), or
- (iii) Transferred, in a single amount, to a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business, for the purchase of either an immediate or deferred life annuity, that will not commence before the earliest date on which the pension payments could have commenced under the Plan, provided such annuity meets the requirements of Applicable Legislation. If a deferred life annuity is purchased, payments must commence before the end of the year in which the annuitant reaches the Latest Retirement Date.

The plan or the insurer, as the case may be, to which any such amounts are transferred must guarantee to administer such transferred amounts in accordance with Applicable Legislation.



## SECTION XII - ADMINISTRATION

If the adjusted commuted value of the benefit payable under the Plan to a Member or Former Member on termination of Service or wind-up of the Plan, calculated in accordance with Applicable Legislation, is less than 40% of the Year's Maximum Pensionable Earnings for the calendar year in which employment is terminated or the Plan is wound-up, that portion of the account balances maintained in respect of such Member or Former Member to which he has or had acquired vested rights on termination of Service or termination of the Plan, as the case may be, shall either be transferred to a registered retirement savings plan or paid to the person entitled thereto, as elected by such person, provided that, if the Member or Former Member has a Spouse, the Plan Administrator, in accordance with Applicable Legislation, receives a statement, signed by the Spouse in the prescribed form and manner, which consents to the payment and acknowledges awareness of its consequences.

Moreover, on termination of Service, a Member or Former Member is entitled to withdraw that portion of the balances of the accounts maintained on his behalf to which he has or had acquired vested rights, as the case may be, if

- (i) the Member or Former Member and his Spouse, if any, are not Canadian citizens,
- (ii) the Member or Former Member and his Spouse, if any, are not resident in Canada for the purposes of the Income Tax Act (Canada), and
- (iii) the Spouse, if any, of the Member or Former Member waives, on the form prescribed by Applicable Legislation for this purpose, any rights he may have in respect of the Plan under Applicable Legislation.

Furthermore, if it is established by a written statement from a qualified medical practitioner that, by reason of a significant mental or physical disability, a Member or Former Member has a considerably shortened life expectancy, and, if the Member or Former Member has a Spouse, provided the Plan Administrator, in accordance with Applicable Legislation, receives a statement signed by the Spouse in the prescribed form and manner, which acknowledges his awareness of and waives his right to a joint and survivor pension, that portion of the account balances maintained in respect of such Member or Former Member to which he has or had acquired vested rights, as the case may be, may be paid in one or more lump sum payments to the Member or Former Member in lieu of a pension benefit.

When the legal marriage or common-law relationship of a Member or Former Member and the Spouse of such Member or Former Member is terminated, the portion of the account balances of the Member or Former Member which has arisen from contributions made during the term of the marriage or common-law relationship shall, if required by Applicable Legislation, be split in the manner specified in and in the form provided under such legislation, or in accordance with any judicial decision which may take precedence. In such event, the value of the Member's or Former Member's benefits to be divided shall be determined in accordance with Applicable Legislation.

The sex of a Member, Former Member or other beneficiary under the Plan shall not be taken into account when determining the eligibility of an Employee for membership in the Plan, the amount of required contributions, and the amount of any benefit entitlement under the Plan in respect of contributions made on and after December 31, 1991.

Any life annuity or deferred life annuity provided under the Plan will conform to Section 23 of the General Regulation issued under the New Brunswick Pension Benefits Act.

## **APPENDIX - NEWFOUNDLAND AND LABRADOR EMPLOYEES**

The terms of the Plan are modified as set out below in respect of any Employee who reports for work at or is paid from an establishment of the Employer situated in the province of Newfoundland and Labrador (a "Newfoundland Employee"). In addition to the legislation listed in the introduction to the Plan, Newfoundland Employees are also subject to the Newfoundland Pension Benefits Act, 1997, and the Regulations thereunder.

### **SECTION I – DEFINITIONS**

'Cohabiting Partner' means

- (a) in relation to a Member or Former Member who has a Spouse, a person who is not the Spouse of the Member or Former Member who has cohabited continuously with the Member or Former Member in a conjugal relationship for not less than 3 years, or
- (b) in relation to a Member or Former Member who does not have a Spouse, a person who has cohabited continuously with the Member or Former Member in a conjugal relationship for not less than one year,

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

'Principal Beneficiary' means the Spouse of a Member or Former Member, or where the Member or Former Member has a 'Cohabiting Partner', the Member's or Former Member's Cohabiting Partner.

'Retirement Savings Arrangement' means a Locked-in Retirement Account (LIRA) or a Life Income Fund (LIF) or a Locked-in Retirement Income Fund (LRIF) as defined in Applicable Legislation.

'Spouse' means, except for the purpose of determining entitlement to benefits on marriage breakdown under Section XII of this Appendix, at any date a person who

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

Notwithstanding the above, the term 'Spouse' as used in this document means, except for the purposes of Section XII, the 'Principal Beneficiary', but does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

### **SECTION II - ELIGIBILITY AND MEMBERSHIP**

An Employee in Service on a part-time basis must qualify for membership if he has earned at least 35% of the Year's Maximum Pensionable Earnings in each of two consecutive calendar years immediately prior to membership in the Plan.

Eligibility may not be waived for a Newfoundland or Labrador Employee.

### **SECTION VIII - FORMS OF PENSION (POST-RETIREMENT DEATH BENEFITS)**

The terms of Section 8.03 of the Plan are not applicable. Instead, a Member or Former Member may elect to receive his pension in an optional form in accordance with Section 8.04 or to replace his pension with a Life Income Fund (LIF) or a Locked-in Retirement Income Fund (LRIF) if either:

- (a) the Member or Former Member does not have a Spouse, or
- (b) the Member or Former Member has a Spouse but, within the 12-month period prior to the date of commencement of pension payments, the Plan Administrator, in accordance with Applicable Legislation, receives the prescribed form, signed by the Member or Former Member and by the Spouse acknowledging his awareness of, and waiving his right to, the joint and survivor pension and such waiver is not subsequently revoked.

The optional form of pension described in item (b) of Section 8.04 is only available if the amount of the subsequently reduced monthly payments is not lower than the amount prescribed under Applicable Legislation.

### **SECTION X - PRE-RETIREMENT DEATH BENEFIT**

The amount payable under Section 10.01 will become available to

- (i) the Spouse, if any, of the Member or Former Member at the date of death, or
- (ii) in the event that the Member or Former Member does not have a Spouse at the date of death, to the beneficiary last legally designated by the Member or Former Member to the Plan Administrator or, if no such beneficiary survives the Member or Former Member, to the Member's or Former Member's estate.

Notwithstanding the above,

- (a) in the event of the death of a Member or Former Member who is not a Qualifying Employee with respect to contributions made on and after January 1, 1997, the amount payable under Section 10.01, and
- (b) in the event of the death of any Member or Former Member who was a Member prior to January 1, 1997, and who dies either prior to the attainment of age 55, or after the attainment of age 55 but not having completed a continuous period of either 10 years of Service or 10 years of membership in the Plan, any portion of the amount payable under Section 10.01 which arises from contributions made prior to that date

will be paid to the beneficiary last legally designated by the Member or Former Member to the Plan Administrator or, if no such beneficiary survives the Member or Former Member, to the Member's or Former Member's estate.

It is specifically provided, however, that any portion of the amount payable under Section 10.01 which is attributable to amounts which were transferred to the Plan from another registered pension plan and which, under such other plan, would have been payable to the Member's or Former Member's Spouse on the death of the Member or Former Member shall be paid to the Spouse of the Member or Former Member.

In the event that all or a part of the death benefit is payable to the Spouse of a Member or Former Member, such Spouse may elect to receive settlement of any amount payable under Section 10.01 to which he is entitled, either in cash or in the form of either an immediate life annuity or a deferred life annuity or to have the entitlement transferred to another registered pension plan, to a

registered retirement savings plan, to a registered retirement income fund, or to an insurer in accordance with Section XI.

## **SECTION XI - PORTABILITY**

Subject to any Applicable Legislation, any amounts becoming available in respect of a Member or a Former Member or in respect of the Spouse of a Member or a Former Member on early, normal or late retirement, or on termination of Service, death or termination of the Plan will be distributed as set out below by the Plan Administrator within 60 days after receipt of an appropriate direction from the Member, Former Member or Spouse of the Member or Former Member.

- (a) Transferred, in a single amount, to another registered pension plan if that other plan so permits, or
- (b) Transferred, in a single amount, to a registered retirement savings plan or registered retirement income fund, or to a Retirement Savings Arrangement or other retirement savings or income arrangement prescribed by Applicable Legislation, registered pursuant to the Income Tax Act (Canada), or
- (c) Transferred, in a single amount, to a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business, for the purchase of either an immediate or deferred life annuity that will not commence before the earliest date on which the pension payments could have commenced under the Plan, provided such annuity meets the requirements of Applicable Legislation. If a deferred life annuity is purchased, payments must commence before the end of the year in which the annuitant reaches the Latest Retirement Date.

The plan or the insurer, as the case may be, to which any such amounts are transferred must guarantee to administer such transferred amounts in accordance with Applicable Legislation.

## **SECTION XII - ADMINISTRATION**

If the annual pension benefit payable at the Normal Retirement Date, which can be provided by that portion of the balances of the accounts maintained on the Member's behalf to which the Member has acquired vested rights on termination of Service, retirement or death, is less than the amount prescribed in Applicable Legislation for the calendar year in which employment ceases, then such account balances shall either be transferred to a registered retirement savings plan or paid to the person entitled thereto, as elected by such person.

Furthermore, if it is established by a statement from a medical doctor licensed to practice in Canada that, by reason of a mental or physical disability, a Member or Former Member has a considerably shortened life expectancy, and subject to any Applicable Legislation, that portion of the account balances maintained in respect of such Member or Former Member to which he has or had acquired vested rights, as the case may be, may be paid in a lump sum to the Member or Former Member in lieu of a pension benefit.

When the marriage of a Member or Former Member and the spouse, as defined in the Family Law Act, Newfoundland, of such Member or Former Member is terminated, the portion, if any, of the account balances of the Member or Former Member which has arisen from contributions made during the term of the marriage shall, if required pursuant to a separation agreement or to a court order made under the Family Law Act or a similar order of a court outside the province enforceable in the province, be divided in accordance with the separation agreement or the court order. The Member's or Former Member's benefits to be divided shall be determined in accordance with Applicable Legislation, but the division of the pension benefit shall not reduce the Member's or Former Member's commuted value to less than 50% of his commuted value

before the division. The Plan Administrator will provide a statement of the amount of any benefits available for transfer by a spouse as of the date of marriage breakdown, and the options available to such spouse.

Any amount to which a Spouse of a Member or Former Member who is a Qualifying Employee becomes entitled under this Section may, subject to Applicable Legislation, be transferred to another registered pension plan, to a Retirement Savings Arrangement or to an insurer in accordance with Section XI. Any amount to which a Spouse of a Member or Former Member who is not a Qualifying Employee becomes entitled under this Section shall be paid in cash to such Spouse.

The use of sex-based annuity rates is permitted.

## **APPENDIX – NORTHWEST TERRITORIES, NUNAVUT OR YUKON TERRITORY**

The terms of the Plan are modified as set out below in respect of any Employee employed in “included employment” or who reports for work at or is paid from an establishment of the Employer situated in the North West Territories, Yukon or Nunavut. In addition to the legislation listed in the introduction to the Plan, PBSA Employees are also subject to the Pension Benefits Standards Act, and the Regulations thereunder.

### **SECTION I – DEFINITIONS**

'Spouse', means a person who is married to the Member or Former Member or is party to a void marriage with the Member or Former Member.

'Common-law Partner', means a person who is cohabiting with the Member or Former Member in a conjugal relationship at the relevant time, having so cohabited with the Member or Former Member for a period of at least one year. 'Common-law partnership' means the relationship between a Member or Former Member and a person who is his or her 'Common-law Partner'.

Notwithstanding the definition of 'Spouse' set out above, for the purposes of the Plan, and except as provided to the contrary below, 'Spouse', where used to refer to the spouse of a Member or Former Member, means either the 'Spouse' or the 'Common-law Partner' of the Member or Former Member, as the case may be, but does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

It is specifically provided, that, except for the provision respecting marriage or relationship breakdown in Section XII where a Member or Former Member has a Spouse as defined above from whom he is separated and a Common-law Partner with whom he is cohabiting at the relevant time, a reference to 'Spouse' means the Common-law Partner.

### **SECTION II - ELIGIBILITY AND MEMBERSHIP**

It is specifically provided that a PBSA Member may not withdraw from the Plan while in the Service of the Employer.

### **SECTION VII - LATE RETIREMENT**

Prior to the commencement of annuity payments, a Member or Former Member may elect to have the sum of the balances of the accounts maintained on his behalf at that time transferred to (i) a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business and authorized, in accordance with Applicable Legislation, to receive such a transfer, for the purpose of purchasing an annuity, payable for his lifetime, under a contract prescribed by and approved pursuant to Applicable Legislation, or, (ii) subject to any Applicable Legislation, another registered plan as described in, and in accordance with, Section XI.

## **SECTION VIII - FORMS OF PENSION (POST-RETIREMENT DEATH BENEFITS)**

A PBSA Member or Former Member may elect to receive his pension in an optional form in accordance with Section VIII if either:

- (a) the Member or Former Member does not have a Spouse, or
- (b) the Member or Former Member has a Spouse but the Plan Administrator, in accordance with Applicable Legislation, receives a statement signed in the prescribed form and manner which acknowledges awareness of, and waives, the joint and survivor pension and such waiver is not subsequently revoked.

## **SECTION X - PRE-RETIREMENT DEATH BENEFIT**

The amount payable under Section 10.01 will become available to

- (i) the Spouse, if any, of the Member or Former Member at the date of death, or
- (ii) the beneficiary designated by the Spouse and as defined by applicable legislation, if the Spouse has waived entitlement to such amount, or
- (iii) the beneficiary last legally designated by the Member or Former Member to the Plan Administrator, if the Member or Former Member does not have a Spouse at the date of death, or
- (iv) the Member's or Former Member's estate if no such beneficiary survives the Member or Former Member.

An election by the surviving Spouse must be made in writing to the Plan Administrator within 60 days of the date the Plan Administrator receives the notice required by Applicable Legislation, or the Plan Administrator may choose to pay the benefit in the form of a pension.

## **SECTION XI - PORTABILITY**

Subject to any Applicable Legislation, any amounts becoming available in respect of a Member or a Former Member or in respect of the Spouse of a Member or a Former Member on early, normal or late retirement, or on termination of Service, death or termination of the Plan will be distributed as set out below by the Plan Administrator within 60 days after receipt of an appropriate direction from the Member, Former Member or Spouse of the Member or Former Member.

- (a) Transferred, in a single amount, to another registered pension plan if that other plan so permits, or
- (b) Transferred, in a single amount, to a registered retirement savings plan or, in the case of locked-in amounts, to a locked-in registered retirement savings plan or life income fund (LIF), or to any other arrangement prescribed by Applicable Legislation and registered pursuant to the Income Tax Act (Canada), or
- (c) Transferred, in a single amount, to a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business, for the purchase of either an immediate or deferred life annuity, provided such annuity meets the requirements of Applicable Legislation. If a deferred life annuity is purchased, payments must commence before the end of the year in which the annuitant reaches the Latest Retirement Date.

The plan or the insurer, as the case may be, to which any such amounts are transferred must guarantee to administer such transferred amounts in accordance with Applicable Legislation.

## **SECTION XII - ADMINISTRATION**

Benefits payable under the Plan are not capable of being assigned, charged, alienated, anticipated, given as security or surrendered and are exempt from execution, seizure or attachment.

If the annual pension benefit payable at the Normal Retirement Date, which can be provided by that portion of the balances of the accounts maintained on a PBSA Member's behalf to which the Member has acquired vested rights upon termination of Service or death, is less than the amount prescribed in Applicable Legislation in the year in which employment ceases, then such account balances shall either be transferred to a registered retirement savings plan or paid to the person entitled thereto, as elected by such person.

A Member whose period of continuous employment has ceased with the Employer and who has not been residing in Canada for at least two years is entitled to a refund of the balances of the accounts maintained on the Member's behalf to which the Member has acquired vested rights. For the purposes of this provision, the Member is deemed to have been a resident of Canada throughout a calendar year if the Member has lived in Canada for a period of, or periods totalling, 183 days or more.

If it is established by a statement from a qualified medical practitioner that, by reason of a mental or physical disability, a PBSA Member or Former Member has a considerably shortened life expectancy, and subject to Applicable Legislation, that portion of the account balances maintained in respect of such Member or Former Member to which he has or had acquired vested rights, as the case may be, may be paid in one or more lump sum payments to the Member or Former Member in lieu of a pension benefit.

Subject to applicable provincial property law and pursuant to a court order or to a written agreement between the Member or Former Member and his Spouse, former Spouse, Common-law Partner or former Common-law Partner, as the case may be, the Spouse, former Spouse, Common-law Partner or former Common-law Partner of a Member or Former Member may become entitled to a payment of all or a portion of the Member's or Former Member's benefits under the Plan in the event of divorce, annulment, separation or breakdown of the common-law relationship.

Notwithstanding the provisions of the preceding paragraph, a Member or Former Member may voluntarily assign, pursuant to a written agreement between the Member or Former Member and his Spouse, former Spouse, Common-law Partner or former Common-law Partner, as the case may be, all or a portion of his benefit under the Plan to his Spouse, former Spouse, Common-law Partner or former Common-law Partner, in the event of divorce, annulment, separation or breakdown of the common-law relationship. For the purposes of the Pension Benefits Standards Act, 1985, the assignee shall be treated as if he had been a Member who had terminated his membership in the Plan as of the effective date of the division of benefits. Any subsequent spouse or common-law partner of such an assignee is not entitled to any benefit under the Plan in respect of such assigned portion of the benefit.

If a Spouse, former Spouse, Common-law Partner or former Common-law Partner has been granted an entitlement under the Plan in accordance with this Section, the amount of such entitlement or the value thereof, as applicable, will be excluded when determining the amount of any other benefit available under the Plan.



## **APPENDIX - NOVA SCOTIA EMPLOYEES**

The terms of the Plan are modified as set out below in respect of any Employee who reports for work at or is paid from an establishment of the Employer situated in the Province of Nova Scotia. In addition to the legislation listed in the introduction to the Plan, Nova Scotia Employees are also subject to the Nova Scotia Pension Benefits Act and Regulations thereunder.

### **SECTION I - DEFINITIONS**

'Spouse', where used to refer to the spouse of a Member or Former Member, means the person who

- (a) is married to the Member or Former Member, or
- (b) is married to the Member or Former Member by a marriage that is voidable and has not been annulled by a declaration of nullity, or
- (c) has gone through a form of marriage with the Member or Former Member, in good faith, that is void, and they are cohabiting in a conjugal relationship or, if they have ceased to so cohabit, have cohabited in a conjugal relationship within the twelve-month period immediately preceding the date of entitlement.

Notwithstanding the above, for the purposes of the Plan, 'Spouse', where used to refer to the spouse of a Member or Former Member, means either the 'Spouse' or the 'Common-law partner' of the Member or Former Member, as the case may be, but does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

'Common-law partner', where used to refer to the common-law partner of a Member or Former Member, means, at any date, the person who is and has been cohabiting with the Member or Former Member in a conjugal relationship for a period of at least two years, neither of them being a Spouse.

### **SECTION X - PRE-RETIREMENT DEATH BENEFIT**

The amount payable under Section 10.01 will become available to, in the event that the Member or Former Member does not have a Spouse at the date of death, or where the Member or Former Member is living separate from his Spouse and a division of the Member's or Former Member's benefits under the Plan has been made as described in Section 12.05, to the beneficiary last legally designated by the Member or Former Member to the Plan Administrator or, if no such beneficiary survives the Member or Former Member, to the Member's or Former Member's estate.

Waiver of the pre-retirement death benefit under Section 10.01(ii) by the Spouse of a Nova Scotia Member or Former Member is not permitted.

### **SECTION XII – ADMINISTRATION**

The sex of a Member, Former Member or other beneficiary under the Plan shall not be taken into account when determining the eligibility of an Employee for membership in the Plan, the amount of required contributions, and the amount of any benefit entitlement under the Plan in respect of contributions made on and after January 1, 1988.

If either (i) that portion of the balances of the accounts maintained on the Member's behalf to which the Member has acquired vested rights is less than 10% of the Year's Maximum Pensionable Earnings for the calendar year in which employment ceases, or (ii) the annual pension benefit payable at the Normal Retirement Date which can be provided by such portion is less than 4% of the Year's Maximum Pensionable Earnings for the calendar year in which employment ceases, then such account balances shall either be transferred to a registered retirement savings plan or paid to the person entitled thereto, as elected by such person.

Furthermore, if it is established by a statement from a qualified medical practitioner that, by reason of a mental or physical disability, a Member or Former Member has a considerably shortened life expectancy, and subject to any Applicable Legislation, that portion of the account balances maintained in respect of such Member or Former Member to which he has or had acquired vested rights, as the case may be, may be paid in a lump sum to the Member or Former Member in lieu of a pension benefit.

The Spouse or former Spouse of a Member or Former Member may, pursuant to a court order or to a written separation agreement within the meaning of the Matrimonial Property Act between the Spouse and the Member or Former Member, become entitled to a portion of the Member's or Former Member's benefits under the Plan in the event of divorce, annulment, separation or breakdown of the common-law partnership. For the purposes of this Section, 'court order' means an order of the Supreme Court of Nova Scotia or an order of a court of competent jurisdiction made outside Nova Scotia and enforceable in Nova Scotia that provides for the division of a pension or pension benefit.

If a Spouse or former Spouse has been granted an entitlement under the Plan (which cannot exceed 50% of the Member's or Former Member's benefits earned under the Plan during the term of the marriage or the cohabitation of common-law partners) in accordance with this Section, the amount of such entitlement or the value thereof, as the case may be, shall be calculated in accordance with the Regulations under the Nova Scotia Pension Benefits Act, and shall be excluded when determining the amount of any other benefit available under the Plan.

Any amount to which a Spouse or former Spouse becomes entitled under this Section may be transferred, in a single amount, to another registered plan or to an insurer for the purchase of an annuity as described in Section XI. Alternatively, the Spouse or former Spouse may elect to be designated as a limited member of the Plan, as defined in the Regulations under the Nova Scotia Pension Benefits Act.

Notwithstanding the above, if, at the date the Spouse or former Spouse becomes entitled to a division of the Member's or Former Member's pension benefit the Member or Former Member is not a Qualifying Employee, the amount of the entitlement shall be paid to the Spouse or Former Spouse in cash in a lump sum.

In respect of a Former Member whose account balances have been divided as described above, for the purposes of a maintenance order as defined in the (Nova Scotia) *Maintenance Enforcement Act*,

- (a) the balances in such Former Member's accounts or the money payable to such Former Member from a prescribed retirement savings arrangement or life annuity that results from a transfer or purchase made in accordance with Section XI is subject to garnishment pursuant to the prescribed requirements of the (Nova Scotia) *Maintenance Enforcement Act* respecting garnishment, and
- (b) the deferred pension or pension benefit of such Former Member that has been divided by an order of the Supreme Court of Nova Scotia or in such other manner as prescribed by the Regulations, or a deferred annuity or prescribed retirement savings arrangement of such Former Member that results from a transfer or purchase made in accordance with

Section XI is subject to attachment by the (Nova Scotia) Director of Maintenance Enforcement in accordance with the prescribed requirements under the (Nova Scotia) *Maintenance Enforcement Act* respecting attachment of a pension entitlement.

## **APPENDIX – PRINCE EDWARD ISLAND EMPLOYEES**

The terms of the Plan are modified as set out below in respect of any Employee who reports for work at or is paid from an establishment of the Employer situated in the Province of Prince Edward Island. Prince Edward Island Employees are subject to the Income Tax Act (Canada), the Regulations there under and the administrative rules of the federal tax authority.

### **SECTION I - DEFINITIONS**

'Qualifying Employee' means a Member or Former Member who has completed 5 years of continuous Service with the Employer and has completed 3 or more years of continuous membership in the Plan.

'Spouse', where used to refer to the spouse of a Member or Former Member, means the person who

- (a) is married to the Member or Former Member, or
- (b) is married to the Member or Former Member by a marriage that is voidable and has not been annulled by a declaration of nullity, or
- (c) has gone through a form of marriage with the Member or Former Member, in good faith, that is void, and they are cohabiting in a conjugal relationship or, if they have ceased to so cohabit, have cohabited in a conjugal relationship within the twelve-month period immediately preceding the date of entitlement, or
- (d) not being married to the Member or Former Member and at the relevant time, cohabited with the Member or Former Member in a conjugal relationship for a period of at least three years immediately preceding the relevant time, if either of them is married.

### **SECTION VIII – FORMS OF PENSION (POST-RETIREMENT DEATH BENEFITS)**

The normal form of pension payable to a Prince Edward Island Employee will be a pension payable until the death of the Pensioner or until 120 equal monthly payments in all have been made, whichever shall last occur.

A Member or Former Member who does not wish to receive a pension of the normal form may elect, prior to the date of commencement of pension payments, to receive his pension in one of the following optional forms:

- (a) a lifetime pension with a guaranteed period of other than 120 months provided that the period certain does not exceed 15 years,
- (b) if the Member or Former Member has a Spouse on the date of commencement of pension payments under the Plan, a joint and survivor pension which will provide for pension payments to be made, with or without a guaranteed period not exceeding 15 years as elected by the Member or Former Member, to the Pensioner until death or until the guaranteed number, if any, of equal monthly payments in all has been made, whichever is later, with 60% of the pension (or such greater percentage (not exceeding 100%) of the pension as is elected by the Member or Former Member prior to the date of commencement of pension payments) continuing to the person who was the Spouse of the Pensioner on the date of commencement of pension payments to the Pensioner, so long as such person survives,

- (c) if the Member or Former Member retires prior to age 65, a pension which will provide increased payments for a period ending no later than the last day of the month next following the month in which the Member or Former Member attains age 65 and reduced payments thereafter, or
- (d) a pension that will be adjusted annually after pension payments have commenced to reflect either
  - (i) increases, in whole or in part, in the Consumer Price Index, as published by Statistics Canada under the authority of the Statistics Act, or
  - (ii) an increase, at a rate specified by the Member or Former Member at the time of retirement, provided it does not exceed 4%.

#### **SECTION X – PRE-RETIREMENT DEATH BENEFIT**

In the event of the death of a Prince Edward Island Employee, the amount payable under Section 10.01 shall be paid to the beneficiary last legally designated by the Member or Former Member to the Plan Administrator, or if no such beneficiary survives the Member or Former Member, to the Member's or Former Member's estate.

#### **SECTION XI - PORTABILITY**

Subject to any Applicable Legislation, any amounts becoming available in respect of a Member or a Former Member or in respect of the Spouse of a Member or a Former Member on early, normal or late retirement, or on termination of Service, death or termination of the Plan will be distributed as set out below by the Plan Administrator within 60 days after receipt of an appropriate direction from the Member, Former Member or Spouse of the Member or Former Member.

- (a) Transferred, in a single amount, to another registered pension plan if that other plan so permits, or
- (b) Transferred, in a single amount, to a registered retirement savings plan or to any other arrangement prescribed by Applicable Legislation and registered pursuant to the Income Tax Act (Canada), or
- (c) Transferred, in a single amount, to a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business, for the purchase of either an immediate or deferred life annuity that will not commence before the earliest date on which the pension payments could have commenced under the Plan, provided such annuity meets the requirements of Applicable Legislation. If a deferred life annuity is purchased, payments must commence before the end of the year in which the annuitant reaches the Latest Retirement Date.

#### **SECTION XII - ADMINISTRATION**

The provisions for commutation of pension benefits do not apply to a Prince Edward Island Employee.

The provision for division of pension benefits for marriage or relationship breakdown does not apply to a Prince Edward Island Employee. In the event of marriage or relationship breakdown, pension benefits will be subject to Prince Edward Island matrimonial property legislation.

The requirement to use unisex rates for the purchase of an annuity does not apply to a Prince Edward Island Employee.

## **APPENDIX - QUEBEC EMPLOYEES**

The terms of the Plan are modified as set out below in respect of any Employee who reports for work at or is paid from an establishment of the Employer situated in the Province of Quebec. In addition to the legislation listed in the introduction to the Plan, Quebec employees are also subject to the Supplemental Pension Plans Act and the Regulations thereunder.

### **SECTION I - DEFINITIONS**

The definition of 'Qualifying Employee' does not apply to a Quebec employee.

'Spouse' means, with respect to a Member or Former Member, the person who, on the date specified in the context,

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

Notwithstanding the above, for the purposes of the Plan, 'Spouse' does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans. Furthermore, 'Spouse' does not include any person who is divorced, legally separated from bed and board, has had his marriage or civil union annulled or is no longer living in a conjugal relationship, on the date specified in the context, unless such person was named in a notice sent by the Member to the Plan Administrator pursuant to Section 89 of the Supplemental Pension Plans Act.

### **SECTION II - ELIGIBILITY AND MEMBERSHIP**

A Quebec Employee must also qualify for membership in the Plan if, in the calendar year immediately prior to his application for membership, he has received remuneration from the Employer that is not less than 35% of that Year's Maximum Pensionable Earnings, or he has completed at least 700 hours of employment with the Employer. Such an Employee who becomes a Member of the Plan shall not cease to be a Member by reason only of earning less than 35% of the Year's Maximum Pensionable Earnings or being employed for fewer than 700 hours in a calendar year.

Eligibility may not be waived for a Quebec Employee.

### **SECTION VI – EARLY RETIREMENT**

#### Temporary Pension

Following a request made to the Plan Administrator, accompanied with a declaration in conformity with the one prescribed by the Regulation respecting the Supplemental Pension Plans Act for this purpose, any Former Member or Former Member's Spouse who is entitled to a pension under the

Plan and who has reached at least age 55 is entitled, prior to the commencement of payments of that pension, to replace that pension, in whole or in part, by a temporary pension. The amount of the temporary pension is determined by the Former Member or Former Member's Spouse, as the case may be, before payment begins, subject to the following requirements:

- (a) the annual amount of the temporary pension must not exceed the lesser of
  - (i) the amount which can be provided under the Funding Agreement by the balances in the Former Member's account, and
  - (ii) 40% of the Year's Maximum Pensionable Earnings for the year in which payment of the temporary pension begins, that limit being reduced, where applicable, by the annual amount of any other temporary benefit to which the Former Member or Former Member's Spouse is entitled under the Plan,and
- (b) payment of the temporary pension must end on or before the last day of the month following the month in which the Former Member or the Former Member's Spouse reaches age 65.

The value of the temporary pension shall be equal to the value of the pension or of the part of the pension it replaces, discounted on the date of the replacement.

It is specifically provided that the temporary pension payable to a Former Member who has a Spouse and whose Spouse has not waived the right to the joint and survivor pension described in **Section VIII – Forms of Pension (Post-Retirement Death Benefits)** or has revoked such a waiver, must provide that, in the event of the death of the Former Member prior to the date, as elected by the Former Member, on which the last payment of the temporary pension is to be made (the 'last payment date'), payments of the temporary pension will continue to the person who was his Spouse on the date payments of the temporary pension commenced until the last payment date.

The temporary pension is a term certain annuity. Any payments remaining to be made after the death of a Former Member, if not payable to his Spouse, or after the death of the Spouse of a Former Member under a temporary pension will be payable to the beneficiary last legally designated by the Former Member or the Spouse of a Former Member, as the case may be, or, if no such beneficiary survives the Former Member or such Spouse, to the Former Member's or the Spouse's estate.

## **SECTION VII - LATE RETIREMENT**

The Member may elect to have all or any part of his pension payments commence at any time between the Normal Retirement Date and the Latest Retirement Date (the postponement period) while in the Service of the Employer. In such event, all contributions in respect of the Member will cease on the date of the commencement of a pension. Earnings will continue to be credited to any remaining balances in the account of the Member. Pension payments under the Plan must commence no later than the Latest Retirement Date.

The sum of the balances of the Member's account, reduced by any portion used to provide a pension in accordance with the preceding Section, will be applied at the earlier of the date of termination of Service of the Member and the Latest Retirement Date to provide a pension for the Member.

At any time during the postponement period a Member may elect to have all or any portion of the sum of the balances of the account maintained on his behalf at that time transferred to an insurer, or other financial institution duly authorized to receive such amounts, for the purpose of purchasing an annuity payable for his lifetime.



At the end of the postponement period, any remaining balances in a Member's account must be transferred from the Plan as described above.

### **SECTION VIII - FORMS OF PENSION (POST-RETIREMENT DEATH BENEFITS)**

With the exception of the temporary pension payable under **Section VI – Early Retirement**, all pensions are payable during the lifetime of the Pensioner and will be paid not less frequently than annually.

A Member or Former Member may elect to receive his pension in an optional form if either:

- (a) the Member or Former Member does not have a Spouse, or
- (b) the Member or Former Member has a Spouse but, prior to the date of commencement of pension payments, the Plan Administrator, in accordance with Applicable Legislation, receives a statement containing the information prescribed by regulation, signed by the Spouse, acknowledging his awareness of, and waiving his right to, the joint and survivor pension and such waiver is not subsequently revoked. The waiver can be revoked at any time, provided the Plan Administrator is informed in writing prior to the first of the following events:
  - (i) the Member dies, or
  - (ii) the start of payment of the pension to which the Member is entitled.

### **SECTION IX - TERMINATION OF SERVICE**

On termination of Service, a Member may not receive a cash refund in respect of the accounts maintained on his behalf. Instead, the Member will be entitled to a locked-in deferred life annuity in respect of such accounts. The deferred annuity will be determined in the manner set out in Section V, VI, or VII, as applicable. Subject to the terms of any Applicable Legislation, the Member may elect to transfer such accounts to another registered pension plan or to an insurer for the purchase of an annuity in accordance with Section XI.

Notwithstanding any provision to the contrary, any Member may elect on termination of Service to receive a cash refund in respect of any portion of an account maintained on his behalf which has arisen from voluntary contributions made by the Member or from amounts which were transferred to the Plan from another registered plan and which were available in cash under the transferring plan, or from both.

### **SECTION X - PRE-RETIREMENT DEATH BENEFIT**

In the event of the death of a Member or Former Member before the commencement of pension payments under the Plan, there shall become payable, in lieu of all other benefits, an amount equal to the sum of the balances in the Member's or Former Member's account.

In the event of the death of a Member or Former Member prior to his Normal Retirement Date, the death benefit is payable to the Spouse, if any, at the date of death. Such Spouse may elect to receive settlement of any amount payable under Section 10.01 in cash or in the form of either an immediate or deferred life annuity or to have the entitlement transferred to another registered plan or to an insurer in accordance with Section XI. If the Member or Former Member does not have a Spouse at the date of death, or the Spouse has waived entitlement to such amount in the prescribed manner, the death benefit will be paid to the beneficiary last legally designated by the

Member or Former Member to the Plan Administrator or if no such beneficiary survives, to the Member's or Former Member's estate.

In the event of the death of a Member or Former Member during the postponement period, the Spouse of the Member or Former Member will be entitled to receive a pension purchased by the sum of the balances in the Member's or Former Member's account or have the entitlement transferred in accordance with Section XI. If the Spouse has waived entitlement to such benefit, the sum of the balances of the Member's or Former Member's account at that time will be payable to the beneficiary in cash.

## **SECTION XI - PORTABILITY**

Subject to any Applicable Legislation, any amounts becoming available in respect of a Member or a Former Member or in respect of the Spouse of a Member or a Former Member on early, normal, or late retirement, or on termination of Service, death or termination of the Plan will be distributed as set out below by the Plan Administrator within 60 days after receipt of an appropriate direction from the Member, Former Member or Spouse of the Member or Former Member.

- (a) Transferred, in a single amount, to another registered pension plan if that other plan so permits, or
- (b) Transferred, in a single amount, to another pension plan referred to in Section 98 of the Supplemental Pension Plans Act, or
- (c) Transferred, in a single amount, to an insurer for the purchase of either an immediate or deferred life annuity, provided such annuity meets the requirements of Applicable Legislation. If a deferred life annuity is purchased, payments must commence before the end of the year in which the annuitant reaches the Latest Retirement Date.

The plan or the insurer or other financial institution duly authorized to receive such amounts, as the case may be, to which any such amounts are transferred must guarantee to administer such transferred amounts in accordance with Applicable Legislation.

## **SECTION XII – ADMINISTRATION**

If the sum of the balances of the account maintained on the Former Member's behalf on termination of Service, retirement, or termination of the Plan is less than 20% of the Year's Maximum Pensionable Earnings for the calendar year in which employment ceases or membership terminates, then such account balances shall either be transferred to a registered retirement savings plan or paid to the person entitled thereto, as elected by such person. In addition, the Plan Administrator may request in writing to the Former Member the preferred method of payment. If no reply is received from the Former Member within 30 days of the sending of such notice, the Plan Administrator may decide the manner in which the payment may be made.

The account balances maintained in respect of

- (a) a Member or Former Member who has terminated employment, or
- (b) the former Spouse of a Member or Former Member

who has not been residing in Canada for at least two years, may be paid in a lump sum in lieu of a pension benefit.

If it is established by a statement from a qualified medical practitioner that, by reason of a mental or physical disability, a Member or Former Member or Spouse of a Member or Former Member entitled to a pension payments under the Plan, has a considerably shortened life expectancy, and subject to any Applicable Legislation, the account balances maintained in respect of such Member, Former Member or Spouse may be paid in a lump sum in lieu of a pension benefit.

As a result of the breakdown of a Member's or Former Member's marriage, civil union, or other conjugal relationship, entitlement to the Spouse will be as ordered by a written agreement, notarized joint declaration, order or judgement.

Unless otherwise provided by law, an entitlement awarded to the Spouse of a Member following partition or any other transfer of benefits effected pursuant to Chapter VIII of the Supplemental Pension Plans Act and related articles of the Civil Code, together with accrued earnings, and benefits resulting from such amounts are unassignable and unseizable.

Sex distinct rates are required when determining any benefit entitlement for a Quebec employee.

## **APPENDIX - SASKATCHEWAN EMPLOYEES**

The terms of the Plan are modified as set out below in respect of any Employee who reports for work at or is paid from an establishment of the Employer situated in the province of Saskatchewan. In addition to the legislation listed in the introduction to the Plan, Saskatchewan employees are also subject to The Saskatchewan Pension Benefits Act, 1992 and the Regulations thereunder.

### **SECTION I - DEFINITIONS**

'Qualifying Employee' means a Member who either has completed a continuous period of 2 years of Service or has been a Member of the Plan for a period of 2 or more years, whichever first occurs.

'Spouse', where used to refer to the spouse of a Member or Former Member, means, at any date, a person

- (a) who is married to the Member or Former Member, or, if there is no such person, or
- (b) with whom the Member or Former Member is cohabiting as spouses at the relevant time and has been so cohabiting continuously for at least one year prior to the relevant time.

Notwithstanding the above, for the purposes of the Plan, 'Spouse' does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered pension plans.

### **SECTION II – ELIGIBILITY AND MEMBERSHIP**

Eligibility requirements for a Saskatchewan Employee may not be waived.

### **SECTION VIII - FORMS OF PENSION (POST-RETIREMENT DEATH BENEFITS)**

The optional form of pension described in item (b) of Section 8.04 is only available if the amount of the subsequently reduced monthly payments is not lower than the amount prescribed under Applicable Legislation.

A Member or Former Member may elect to receive his pension in an optional form in accordance with Section 8.04 if the Member or Former Member has a Spouse and at any time prior to the date of commencement of pension payments, the Plan Administrator, in accordance with Applicable Legislation, receives a statement signed in the prescribed form and manner which acknowledges awareness of, and waives, the joint and survivor pension.

### **SECTION X - PRE-RETIREMENT DEATH BENEFIT**

In the event of the death of a Member or Former Member before any payment of pension has become due, there shall become payable under the Plan, in lieu of all other benefits, an amount equal to the Member's or Former Member's account.

The death benefit will become available to the Spouse, if any, of the Member or Former Member at the date of death. At any time, prior to the death of the Member or former Member, the Spouse may waive his/her entitlement by delivering a written and signed statement or the prescribed waiver form to the Plan Administrator. The Spouse may subsequently revoke this waiver, in writing, at any time prior to the death of the Member or Former Member.

In the event that the death benefit is payable to the Spouse of a Member or Former Member, such Spouse may, within the period of 180 days following the date on which proof of death is provided to the Plan Administrator, elect settlement in the form of a lump sum payment, or in accordance with Section XI. Otherwise, the Spouse is deemed to have elected a lump sum payment.

## **SECTION XI - PORTABILITY**

Subject to any Applicable Legislation, any amounts becoming available in respect of a Member or a Former Member or in respect of the Spouse of a Member or a Former Member on early, normal or late retirement, or on termination of Service, death or termination of the Plan will be distributed as set out below by the Plan Administrator within 60 days after receipt of an appropriate direction from the Member, Former Member or Spouse of the Member or Former Member.

- (a) Transferred, in a single amount, to another registered pension plan if that other plan so permits, or
- (b) Transferred, in a single amount, to a registered retirement savings plan or, in the case of locked-in amounts, to a locked-in retirement account (LIRA) or to a prescribed retirement income fund (PRIF), provided on termination of Service or retirement the Member or Former Member has attained at least age 55 and, if he has a Spouse, the Plan Administrator has received the Spouse's consent to the transfer in the form and manner prescribed by Applicable Legislation, or upon breakdown of the spousal relationship to a LIRA, or to any other arrangement prescribed by Applicable Legislation and registered pursuant to the Income Tax Act (Canada), or
- (c) Transferred, in a single amount, to a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada an annuities business, for the purchase of either an immediate or deferred life annuity that will not commence before the earliest date on which the pension payments could have commenced under the Plan, provided such annuity meets the requirements of Applicable Legislation. If a deferred life annuity is purchased, payments must commence before the end of the year in which the annuitant reaches the Latest Retirement Date.

The plan or the insurer, as the case may be, to which any such amounts are transferred must guarantee to administer such transferred amounts in accordance with Applicable Legislation.

## **SECTION XII - ADMINISTRATION**

If the portion of the account maintained on the Member's behalf to which he has acquired vested rights, is less than the amount prescribed in Applicable Legislation in the year in which payment of the benefit occurs, then such account balance shall either be transferred to a registered retirement savings plan or paid to the person entitled thereto, as elected by such person.

Furthermore, if a Member or Former Member has a condition, as certified by a qualified medical practitioner, that is likely to considerably shorten his life expectancy, that portion of the account balance maintained on the Member's or Former Member's behalf to which he has or had acquired vested rights, as the case may be, may be paid in a lump sum to the Member or Former Member in lieu of a pension benefit. A qualified medical practitioner is one who has been approved by the Plan Administrator.

In the event of breakdown of the spousal relationship, the Spouse of a Member or Former Member may, subject to The Family Property Act and pursuant to a Court order, or an interspousal agreement within the meaning of that Act, become entitled to a portion of the

Member's or Former Member's benefits under the Plan. For the purposes of this Section, "Court" means Her Majesty's Court of Queen's Bench for Saskatchewan.

If a Spouse has been granted an entitlement under the Plan in accordance with this Section, such entitlement (which cannot exceed 50% of a Member's account) shall be calculated in accordance with Applicable Legislation, and excluded when determining the amount of any other benefit available to the Member, under the Plan.

The Spouse's entitlement under this Section must be transferred, in a single amount, to a retirement savings arrangement prescribed by Applicable Legislation and registered pursuant to the Income Tax Act (Canada). Subsequent to the transfer of such entitlement, the Spouse shall have no further claim or entitlement to benefits under the Plan.

The sex of a Member, Former Member or other beneficiary under the Plan shall not be taken into account when determining the eligibility of an Employee for membership in the Plan, the amount of required contributions, and the amount of any benefit entitlement under the Plan.