

**OFFICE CONSOLIDATION OF THE
RULES AND REGULATIONS OF THE
MULTI-SECTOR PENSION PLAN**

(Includes Amendments 1 – 32 – Current to November 30, 2020)

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**RULES AND REGULATIONS
OF THE
MULTI-SECTOR PENSION PLAN**

ARTICLE 1 – DEFINITIONS

Section 1.01 Act

“Act” means the Ontario *Pension Benefits Act*, R.S.O. 1990, ch. P-8, and the Regulations thereunder, as amended or re-enacted from time to time, or for persons governed by the pension law of a province or jurisdiction other than Ontario, the applicable pension law of that province or jurisdiction.

Section 1.02 Actuary

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

Section 1.03 Affiliation Agreement

“Affiliation Agreement” means an agreement, entered into with the Trustees in accordance with Section 2.04, requiring contributions to the Plan on behalf of persons not covered by a Collective Agreement.

Section 1.04 Beneficiary

“Beneficiary” means a person or persons designated by a Participant, Former Participant or Pensioner, pursuant to Section 5.08, who is, or shall be, receiving benefits under this Pension Plan upon the death of the Participant, Former Participant or Pensioner, and includes a successor Beneficiary designated pursuant to Section 5.08.

Section 1.05 Calendar Year

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

Section 1.06 Collective Agreement

“Collective Agreement” means any written agreement between a Union or Local Union or council of unions and an employer which provides for Employee Contributions and Employer Contributions to the Trust Fund, including a Memorandum of Understanding, Memorandum of Agreement or similar instrument with the Union or the Local Union, with any amendments, renewals and successor agreements thereto and shall be deemed to include an Affiliation Agreement.

Section 1.07 Commuted Value

“Commuted Value” means the lump sum value of a pension benefit at a particular time, calculated in accordance with the Act, and using assumptions that are acceptable to the Canada Customs and Revenue Agency.

Section 1.08 Contributing Employer

- (a) “Contributing Employer” means:
- (i) any employer who:
 - (A) is a party to, or bound by a Collective Agreement;
 - (B) is accepted for participation in the Pension Plan pursuant to Article 2; and
 - (C) makes contributions to the Pension Fund as required by the Trustees; or
 - (ii) the Trust Fund to the extent it makes contributions to the Pension Plan for all its salaried or hourly paid employees, or other appropriate classification of its other employees.
- (b) An employer shall be considered a Contributing Employer only with respect to those job classifications and places of business which are covered by the first Collective Agreement requiring Contributions. In the event that additional job classifications or places of business are covered by a subsequent Collective Agreement with the employer, or by a modification or amendment to the first Collective Agreement, then the employer shall be separately considered as a new Contributing Employer for the additional job classifications or places of business, effective upon acceptance for participation in the Fund, pursuant to Article 2.
- (b.1) Where a Contributing Employer, for the purposes of paragraph (a)(i) of this section, enters into an Affiliation Agreement with the Trustees, the Contributing Employer shall be separately considered as a new Contributing Employer for the Participants covered by the Affiliation Agreement, for all purposes, including Article 8 of the Plan.
- (b.2) Notwithstanding any other provision of the Plan, Garda Cash-in-Transit Limited Partnership (“Garda”) shall be considered a new Contributing Employer effective January 17, 2014 in respect of its employees who became Garda employees on January 17, 2014 as a result of the acquisition of G4S Secure Solutions (Canada) Ltd. by Garda on January 17, 2014.
- (c) The term “Contributing Employer” shall not include an employer whose status as a Contributing Employer has been terminated pursuant to Article 8.

Section 1.09 Contribution Date

“Contribution Date” means the first day on which a Contributing Employer is obligated by a Collective Agreement to make contributions to the Trust Fund.

Section 1.10 Contribution Rate

“Contribution Rate” means, for all Employee Contributions and Employer Contributions, the rate of contribution stipulated in the Collective Agreement.

Section 1.11 Contributions

“Contributions” means either Employer or Employee Contributions or both as the context requires.

Section 1.12 Covered Employment

“Covered Employment” means:

- (a) employment with a Contributing Employer for which Contributions are made and Future Service Benefits are granted pursuant to Section 3.02; and
- (b) employment for which Past Service Credit is granted pursuant to Section 4.01.

Section 1.13 Credited Interest

- (a) “Credited Interest” means the interest to be applied in respect of Employee Contributions or Self-payments.
- (b) Credited Interest shall be established annually effective the first day of January of each year and calculated on the basis of the average of the five-year personal fixed term chartered bank deposit rates as published monthly in the Bank of Canada Review, over the previous calendar year.

Section 1.14 Effective Date

“Effective Date” means January 1, 2002.

Section 1.15 Employee

- (a) “Employee” means any person who is employed by a Contributing Employer, and is:
 - (i) covered by a Collective Agreement;
 - (ii) accepted for participation by the Trustees pursuant to Section 2.04;
 - (iii) covered by an Affiliation Agreement; or

(iv) a salaried or hourly paid employee of the Trust Fund or Fund Office, council, co-ordinating body, regional association or similar organization established or sponsored by a union and accepted for participation by the Trustees;

(b) “Employee” shall not include any self-employed person, nor any person who is a partner or proprietor, within the meaning of the *Income Tax Act* (Canada), of a business organization if such business is a Contributing Employer.

Section 1.16 **Employee Contributions**

“Employee Contributions” means payments to the Trust Fund by an Employee in accordance with:

- (a) the terms of a Collective Agreement; or
- (b) any reciprocal agreement.

In no event may Employee Contributions be made before the Calendar Year to which the Contributions relate.

Section 1.17 **Employer Contributions**

“Employer Contributions” means payments to the Trust Fund by a Contributing Employer in accordance with:

- (a) the terms of a Collective Agreement; or
- (b) any reciprocal agreement.

Section 1.18 **Enforcement Agreement**

“Enforcement Agreement” means an agreement between the Trustees and a Union or Local Union in which the Union or Local Union agrees to enforce Contributions and other obligations of a Contributing Employer.

Section 1.19 **Former Participant**

“Former Participant” means a former Employee:

- (a) whose participation has been terminated pursuant to Section 2.07; and
- (b) who has not elected the Portability Option in accordance with Section 4.05.

Section 1.19A **Fund Rate of Return**

- (a) “Fund Rate of Return” means the rate of return, net of investment expenses, earned by the Fund during a calendar year, or part of a calendar year, as the case may be, as determined by the Trustees in a manner that reflects investment income, capital gains and losses, and changes in the market value of investments.

- (b) “Fund Rate of Return Adjusted for Administrative Expenses” means the Fund Rate of Return less a reasonable allowance for administrative expenses as determined by the Trustees from time to time.
- (c) The Trustees may, in their discretion, determine the rate of return on any asset that is not publicly traded for the purposes of determining the Fund Rate of Return.

Section 1.20 Local Union

“Local Union” means a Local chartered by, or affiliated with, the Union.

Section 1.21 Normal Retirement Age

“Normal Retirement Age” means the attainment of age 65.

Section 1.22 Normal Retirement Date

“Normal Retirement Date” means the first of the month coincident with or next following the attainment of Normal Retirement Age.

Section 1.23 Number

Except as the context may specifically require otherwise, use of the singular shall include the plural.

Section 1.24 Participant

“Participant” means an Employee who meets the requirements for participation in the Pension Plan pursuant to Section 2.06, and whose participation has not been terminated pursuant to Section 2.07.

Section 1.25 Participation Agreement

A “Participation Agreement” means an agreement between an employer and the Pension Plan in the form set out in Schedule “B” to the Trust Agreement, or in a form substantially similar to it.

Section 1.26 Past Service

- (a) For Participants other than those described in subsection (b), subject to subsections 4.01(b), (d) and (g), “Past Service” means a Participant’s employment with their current Contributing Employer during the period from the Participant’s Seniority Date with that Contributing Employer to that Contributing Employer’s Contribution Date.
- (b) For a Participant who:
 - 1- became employed by Garda Cash-in-Transit Limited Partnership (“Garda”) on January 17, 2014 as a result of the acquisition of G4S Secure Solutions (Canada) Ltd. (“G4S”) by Garda on January 17, 2014; and

2- did not exclude himself from the Settlement Agreement, Transaction, Release and Discharge entered into on May 28, 2018 in the file bearing court number 500-06-000873-170, in the manner prescribed and before the expiry of the opt-out period provided for therein;

“Past Service” means his employment with G4S during the period from his Seniority Date with G4S to October 5, 2014.

Section 1.27 Past Service Credit

“Past Service Credit” means such credit as is provided under the Plan to a Participant in respect of the Participant’s Past Service.

Section 1.28 Pension Plan

“Pension Plan” or “Plan” means the Multi-Sector Pension Plan established under the Trust Agreement, and set forth in the Rules and Regulations herein, together with any amendments or interpretations duly adopted by the Trustees.

Section 1.29 Pensioner

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

Section 1.29A Portability Option Participant

“Portability Option Participant” means a former Employee:

- (a) who ceased to be a Participant pursuant to Section 2.07;
- (b) who elected the Portability Option in accordance with Section 4.05; and
- (c) in respect of whom, at the time of reference, a Residual Amount is owing.

Section 1.29B Residual Amount

“Residual Amount” means, in respect of a former Employee who ceased to be a Participant pursuant to Section 2.07 and who elected the Portability Option in accordance with Section 4.05, the lump sum value equal to the difference, if any, between:

- (a) the Commuted Value of his accrued pension benefit; and
- (b) the portion of the Commuted Value of his accrued pension benefit that, at the time of reference, has been transferred pursuant to the Portability Option,

plus any interest thereon that is required under the Act.

Section 1.30 **Self Payments**

“Self Payments” means payments permitted under Section 4.04 and Section 4.07.

Section 1.31 **Seniority Date**

“Seniority Date” means:

- (a) for Employees covered by a Collective Agreement, the seniority starting date for each Employee on a seniority list which is calculated pursuant to the Collective Agreement and supplied to the Union or Local Union by the Employer;
- (b) for Employees not covered by a Collective Agreement, the date of hire.

Section 1.32 **Spouse**

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

- (a) married to each other, or
- (b) not married to each other and living together in a conjugal relationship,
 - (i) continuously for a period of not less than three years, or
 - (ii) in a relationship of some permanence, if they are the parents of a child as set out in Section 4 of Ontario’s *Children’s Law Reform Act*.

If, at the relevant time, the Participant or Former Participant has a Spouse described under paragraph (a) of this Section from whom the Participant or Former Participant is living separate and apart, that Spouse is not his or her Spouse for the purposes of any pre-retirement death benefits or post-retirement death benefits payable to a Spouse under this Plan. If, at the relevant time, the Participant or Former Participant has a Spouse described under paragraph (b) of this Section and a Spouse under paragraph (a) of this Section from whom the Participant or Former Participant is living separate and apart, the Spouse described under paragraph (b) of this Section is his or her Spouse for the purposes of any pre-retirement death benefits or post-retirement death benefits payable to a Spouse under this Plan.

Modified by Schedules A, B, C, D, E, F, G and H for Participants and Former Participants governed by the pension laws of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Saskatchewan and Canada, respectively.

Section 1.33A **Transfer Ratio**

“Transfer Ratio” means the “transfer ratio” of the Plan, as this term is defined under the Act and as determined by the Plan’s Actuary on a quarterly basis, subject to a maximum of 1.0.

Section 1.33 **Trustees**

“Trustees” means the Board of Trustees as established and constituted from time to time pursuant to the Trust Agreement.

Section 1.34 **Trust Agreement**

“Trust Agreement” means the Agreement and Declaration of Trust dated February 1, 2001 establishing the Multi-Sector Pension Plan between the Service Employees International Union and Canadian Union of Public Employees and the Trustees, as amended from time to time.

Section 1.35 **Trust Fund**

“Trust Fund” or “Fund” means the Multi-Sector Pension Plan Trust Fund as established under the Trust Agreement.

Section 1.36 **Union**

“Union” means the Service Employees International Union and Canadian Union of Public Employees and such other unions or associations as the Trustees may designate for some or all purposes of the Plan.

Section 1.37 **Year of Employment**

“Year of Employment” means 1800 hours of employment.

Section 1.38 **Year’s Maximum Pensionable Earnings or YMPE**

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

Section 1.39 **Other Terms**

Other terms, not defined, but having the meaning ascribed to them in this Pension Plan, are as follows:

	Term	Section
(a)	Normal Pension	3.02
(b)	Early Retirement Pension	3.06
(c)	Deferred Pension	3.08
(d)	Pre-Retirement Survivor Benefit	3.10
(e)	Pre-Retirement Death Benefit	3.12
(f)	Past Service Credit	4.01
(g)	Break in Service	4.03
(h)	Self-payments	4.04
(i)	Portability Option	4.05
(j)	Beneficiary Designation	5.08

ARTICLE 2 – PARTICIPATION

Section 2.01 **Acceptance of an Employer as a Contributing Employer**

- (a) An employer may be accepted by the Trustees as a Contributing Employer if:
 - (i) the employer meets the requirements for a “Contributing Employer” set out in subsection 1.08(a)(i)(A);
 - (ii) the employer furnishes the necessary employee data;
 - (iii) such acceptance will not adversely affect the benefit rights of existing Participants, Former Participants and Pensioners, as determined by the Trustees; and
 - (iv) participation in the Plan is compulsory for all employees covered by the Collective Agreement, unless the Trustees agree to permit exclusions of some category of employees.
- (b) A written notice of acceptance by the Trustees constitutes acceptance of an employer as a Contributing Employer.

Section 2.02 **Standard Language/Participation Agreement/Enforcement Agreement/No Reductions in Contribution Rates**

Any employer accepted as a Contributing Employer pursuant to Section 2.01 may as a condition of participation in the Plan be required to include standard language, as established by the Trustees, in the Collective Agreement to which the employer is bound and to sign a Participation Agreement. A Union or Local Union may as a condition of having employees it represents become or continue as Participants be required to enter into an Enforcement Agreement with the Trustees. Unless the Trustees determine otherwise, a Contribution Rate may not be reduced once contributions at that rate have been received by the Plan.

Section 2.03 **Special Conditions**

The Trustees may impose, as a condition of acceptance of an employer as a Contributing Employer, any terms and conditions they consider necessary or advisable to preserve an actuarial balance between Employee Contributions and Employer Contributions, or between Self-payments and the benefits provided for Employees of that employer, and to preserve the benefit rights of existing Participants. Such conditions may include, but shall not be limited to, the granting of a lower scale of benefits or a surcharge.

Section 2.04 **Acceptance of Special Classes of Employees of a Contributing Employer**

- (a) The Trustees may accept for participation in the Pension Plan, classes of employees who are employed by a Contributing Employer, but are not covered by a Collective Agreement, on the following conditions:
 - (i) the Contributing Employer is also a Contributing Employer for Employees covered by a Collective Agreement;

- (ii) the Contributing Employer makes a written application to the Trustees for participation by the special class of employees;
 - (iii) the description of the special class of employees is sufficiently clear;
 - (iv) the Contribution Rate for such class of employees is the same as for the Employees who are covered by a Collective Agreement, unless a higher rate of contribution is necessary to produce the same level of benefits for such class of employees as for the Employees who are covered by a Collective Agreement;
 - (v) the Contributing Employer agrees to sign an Affiliation Agreement pursuant to which Contributions for such class of employees is contained as long as the Contributing Employer is obligated to contribute to the Pension Fund for Employees who are covered by a Collective Agreement;
 - (vi) the acceptance of such class of employees will not adversely affect the benefit rights of existing Participants of the Pension Plan, as determined by the Trustees; and
 - (vii) participation in the Plan is compulsory for all employees of the special class.
- (b) A written notice of acceptance by the Trustees constitutes acceptance of a special class of employees of a Contributing Employer.

Section 2.05 Termination of Contributing Employer Status

The termination of an employer's status, or the Trust Fund's status, as a Contributing Employer, shall be governed by the provisions of Article 8.

Section 2.06 Participant

An Employee shall become a Participant in the Pension Plan on the later of January 1, 2002 and the first day of the month following completion of 500 hours of employment with a Contributing Employer, unless the Trustees agree to a different commencement date for participation.

Modified by Schedules A, B, C, D, E, F, G and H for Participants and Former Participants governed by the pension laws of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Saskatchewan and Canada, respectively.

Section 2.07 Termination of Participant Status

A Participant shall cease to be a Participant on retirement, incurring a Break in Service, or death, whichever occurs first.

Section 2.08 Reinstatement of Employee Participation

An Employee who has terminated participation in the Pension Plan pursuant to Section 2.07 shall again become a Participant by subsequently completing the requirement for participation pursuant to Section 2.06.

ARTICLE 3 – PENSION ELIGIBILITY AND AMOUNTS

Section 3.01 Normal Pension – Eligibility

A Participant shall be eligible for a Normal Pension if the Participant has:

- (a) retired; and
- (b) reached the Normal Retirement Date.

Section 3.02 Normal Pension Amount

A Participant on whose behalf Contributions are made to the Plan shall be entitled to receive a monthly Normal Pension which consists of Future Service Benefit and, where eligible, Past Service Benefit. The standard form of payment for a Normal Pension shall be an equal monthly amount, payable for life, with at least 60 months of payments to be made regardless of whether the Participant dies before the 60th payment..

Section 3.03 Past Service Benefit

The monthly amount of the Past Service Benefit is \$26.60 per year of Past Service Credit to a maximum amount of \$186.20. Past Service Credit is granted pursuant to Section 4.01.

Section 3.04 Future Service Benefit

The monthly amount of the Future Service Benefit is \$1.55 per \$100 of:

- (a) Employer Contributions and Employee Contributions;
- (b) Self-payments made pursuant to Section 4.04 or 4.07 ; and
- (c) Amount credited pursuant to Section 4.06.

For the purposes of subparagraphs (a) and (b), Future Service Benefit shall be determined based on Employer Contributions and Employee Contributions actually received by the Fund, unless the Trustees determine otherwise.

Notwithstanding the foregoing, the benefit amounts payable are subject to the provisions of Section 2.03, where applicable.

Section 3.05 Early Retirement Pension – Eligibility

A Participant shall be eligible to retire on an Early Retirement Pension if the Participant has:

- (a) retired; and
- (b) reached the first day of the month after attainment of age 55, but not the Normal Retirement Date.

Section 3.06 Early Retirement Pension Amount

A Participant shall be entitled to receive a monthly Early Retirement Pension determined as the amount of the Normal Pension reduced by one-half of one percent ($\frac{1}{2}\%$) for each month by which the commencement of the pension precedes the Participant's Normal Retirement Date. The standard form of payment for an Early Retirement shall be an equal monthly amount, payable for life, and with at least 60 months of payments to be made regardless of whether the Participant dies before the 60th payment.

Section 3.07 Deferred Pension

- (a) A Former Participant shall be entitled to a Deferred Pension if the Former Participant has not elected to make a transfer pursuant to the Portability Option under Section 4.05.
- (b) A Deferred Pension shall be payable to a Former Participant upon Retirement after the attainment of age 55.

Section 3.08 Deferred Pension Amount

- (a) On and after the Normal Retirement Date: If payment of the Deferred Pension begins on or after a Former Participant has reached the Normal Retirement Date, a Former Participant shall be entitled to receive a monthly Deferred Pension equal to the monthly amount of the Former Participant's Normal Pension.
- (b) Before the Normal Retirement Date: If payment of the Deferred Pension begins before a Former Participant reaches the Normal Retirement Date, a Former Participant shall be entitled to receive a monthly Deferred Pension equal to the monthly amount of the Former Participant's Early Retirement Pension.

The standard form of payment for a Deferred Pension shall be an equal monthly amount, payable for life, with at least 60 months of payments to be made regardless of whether the Participant dies before the 60th payment.

Section 3.09 Pre-Retirement Survivor Benefit – Eligibility

- (a) The Spouse of a Participant or Former Participant shall be entitled to a Pre-Retirement Survivor Benefit, if the Participant or Former Participant dies before commencement of pension payment.
- (b) The right of the Spouse of a Participant or Former Participant to the Pre-Retirement Survivor Benefit may be waived by filing a written waiver with the Trustees in the form prescribed in the Act. If this waiver is filed with the Trustees, and not revoked, the Participant or Former Participant shall be considered not to have a Spouse for purposes of the Pre-Retirement Survivor Benefit and the sections on Pre-Retirement Death Benefit may apply.

Modified by Schedules A, C, D, E, F and H for Participants and Former Participants governed by the pension laws of Alberta, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia and Canada, respectively.

Section 3.10 **Pre-Retirement Survivor Benefit – Amount**

The surviving Spouse shall be entitled to receive a Pre-Retirement Survivor Benefit of:

- (a) a monthly amount, payable for the life of the surviving Spouse, the value of which is actuarially equivalent to 100% of the Commuted Value of the Participant's or Former Participant's pension benefit accrued to the date of death;
- (b) a deferred monthly pension actuarially equivalent to 100% of the Commuted Value of the Participant's or Former Participant's pension benefit accrued to the date of death; or
- (c) a lump sum payment equal to 100% of the Commuted Value of the Participant's or Former Participant's pension benefit accrued to the date of death.

Modified by Schedules A, B, C, D, E, F, G and H for Participants and Former Participants governed by the pension laws of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Saskatchewan and Canada, respectively.

Section 3.11 **Pre-Retirement Death Benefit – Eligibility**

- (a) If a Participant or Former Participant does not have a Spouse eligible for the Pre-Retirement Survivor Benefit or the Spouse has waived the right to the Pre-Retirement Survivor Benefit, and the Participant or Former Participant dies before commencement of pension payment, the Participant's or Former Participant's Beneficiary shall be entitled to a Pre-Retirement Death Benefit.
- (b) If there is no Beneficiary, or the Beneficiary has predeceased the Participant or Former Participant, the Pre-Retirement Death Benefit shall be paid to the Participant's or Former Participant's estate.

Section 3.12 **Pre-Retirement Death Benefit – Amount**

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

Modified by Schedule C for Participants and Former Participants governed by the pension laws of Manitoba.

Section 3.13 **Non-duplication**

A person shall be entitled to only one type of pension under this Plan. However, a Pensioner may also receive a pension as the surviving Spouse or Beneficiary of a deceased Pensioner.

Section 3.14 **Whole Dollar Amounts**

If the monthly amount of pension benefit, computed pursuant to this Article, or adjusted pursuant to other applicable provisions of this Pension Plan, is not a whole dollar amount, it shall be rounded to the next higher dollar amount.

Section 3.15 **Separation from the Pension Plan**

The pension benefit to which a Participant or Former Participant is entitled shall be determined under the terms of the Plan in effect at the date the Participant or Former Participant terminates participation in the Plan.

Section 3.16 **Fifty Per Cent Rule**

- (a) Employee Contributions plus Credited Interest shall not be used to provide more than fifty percent (50%) of the Commuted Value of a Normal, Early Retirement, or Deferred Pension.
- (b) If Employee Contributions plus Credited Interest exceed fifty percent (50%) of the Commuted Value of the Participant's accrued pension, such excess, shall be:
 - (i) used to provide an additional amount of pension calculated in accordance with recommendations from the Actuary;
 - (ii) transferred to another pension plan administered pursuant to the Act;
 - (iii) transferred to a registered retirement vehicle established in accordance with the *Income Tax Act* (Canada); or
 - (iv) paid to the Former Participant or the Former Participant's Spouse, Beneficiary, or estate, as the case may be, in a lump sum.

Modified by Schedules A, B, C, D, E, F, G and H for Participants and Former Participants governed by the pension laws of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Saskatchewan and Canada, respectively.

Section 3.17 **Maximum Pension**

In no event shall any annual pension amount payable under this Pension Plan, whether at retirement, termination of employment, or termination of the Pension Plan in respect of all years exceed at the date of pension commencement the maximum pension amount permissible under the *Income Tax Act* (Canada).

**ARTICLE 4 – ACCUMULATION OF PAST SERVICE CREDIT
AND PORTABILITY**

Section 4.00 Grants of Past Service Credits are subject to the following general rules which prevail over any other provisions of the Plan:

- (a) The maximum Past Service Credits that may be granted to any Participant, in any way, and through any combination of periods of membership or employments with one or more Participating Employers, and including any Past Service Credits that may have been commuted and paid to a Participant, Spouse or Beneficiary, is seven (7) years;
- (b) If a Participant has Past Service Credits for a period of time, and those Past Service Credits are reduced for any reason, the Past Service Credits of the Participant for purposes of (a) are the Past Service Credits the Participant had before the reduction;
- (c) After a Participant has received a full or partial payment in respect of a Commuted Value, or a Commuted Value prorated to the Plan's funded ratio, or any other lump sum amount reflecting the value of their pension benefits, the Participant may not be granted any Past Service Credits; and
- (d) A Participant who is covered by an Affiliation Agreement shall not be granted any Past Service Credits in respect of the Participant's Past Service with the Contributing Employer between the day that the Participant's Contributing Employer first contributed to the Plan in respect of any of its employees, and the Contributing Employer's Participation Date under the Affiliation Agreement.

Section 4.01 Earning Past Service Credit

- (a) Subject to Section 2.03, a Participant employed by a Contributing Employer approved by the Board of Trustees on or before December 31, 2005 who is eligible for Past Service Credit shall be granted one (1) year of Past Service Credit in respect of each year of the Participant's Past Service to a maximum of four (4) years. The Participant shall be granted an additional 1/12 year of Past Service Credit for every month in which Contributions are received in respect of the Participant to a maximum of three (3) additional years of Past Service Credit. In no event shall a Participant receive more than seven (7) years of Past Service Credit.
- (b) Notwithstanding the foregoing, if a Participant who meets the above requirements to receive Past Service Credit is concurrently employed by another employer while being employed by the first Contributing Employer and the other employer subsequently becomes a Contributing Employer ("second Contributing Employer"), and
 - (i) the Participant was employed by the second Contributing Employer during the period from the Participant's Seniority Date with the second

Contributing Employer to the second Contributing Employer's Contribution Date, and

- (ii) for the period prior to the Contribution Date of the first Contributing Employer, the Participant's number of Years of Employment with the second Contributing Employer is greater than the number of Years of Employment with the first Contributing Employer,

the Participant's Past Service Credit shall instead be based on the Years of Employment with the second Contributing Employer prior to the first Contributing Employer's Contribution Date, to a maximum of four (4) years, subject to an increase of 1/12 year of Past Service for every month in which Contributions are received in respect of the Participant from the second Contributing Employer to a maximum of three (3) additional years of Past Service Credit. In no event shall any Participant receive more than seven (7) years Past Service Credit in total.

- (c) Subject to Section 2.03 and subsection (e) below, a Participant employed by a Contributing Employer approved by the Board of Trustees after December 31, 2005 and before January 1, 2012 who is eligible for Past Service Credit shall be granted one (1) year of Past Service Credit in respect of each year of the Participant's Past Service to a maximum of four (4) years. In addition, for every month in which Contributions are received in respect of the Participant, the Participant shall be granted 1/12 year of Past Service Credit for each 150 hours of Past Service in excess of (4) four years, to a maximum of three (3) additional years of Past Service Credit. In no event shall a Participant receive more than seven (7) years of Past Service Credit in total.

- (d) Notwithstanding the foregoing, if a Participant who meets the requirements of subsection (c) to receive Past Service Credit is concurrently employed by another employer while being employed by the first Contributing Employer and the other employer subsequently becomes a Contributing Employer ("second Contributing Employer"), and

- (i) the Participant was employed by the second Contributing Employer during the period from the Participant's Seniority Date with the second Contributing Employer to the second Contributing Employer's Contribution Date, and

- (ii) for the period prior to the Contribution Date of the first Contributing Employer, the Participant's number of Years of Employment with the second Contributing Employer is greater than the number of Years of Employment with the first Contributing Employer,

the Participant's Past Service Credit shall instead be based on the Years of Employment with the second Contributing Employer prior to the first Contributing Employer's Contribution Date, to a maximum of four (4) years, subject to an increase of 1/12 year of Past Service Credit for every month in which Contributions are received in respect of the Participant from the second

Contributing Employer to a maximum of three (3) additional years of Past Service Credit. In no event shall any Participant receive more than seven (7) years Past Service Credit in total.

- (e) Unless the Trustees determine that the actuarial balance between Contributions and liabilities will otherwise be maintained, in order to receive the full Past Service Credit described in subsections (c) and (d), a Participant must have total Contributions made on his behalf of not less than 8% for at least 12 full months. In the event that a Participant does not have total Contributions made on his behalf of not less than 8% for 12 full months, that Participant's Past Service Credit shall be pro-rated. Such pro-ration shall be based upon the lowest rate of total Contributions made on that Participant's behalf during the 12-month period immediately preceding his termination of participation compared to 8%.
- (f) Subject to Section 2.03 and subsection (h) below, a Participant employed by a Contributing Employer approved by the Board of Trustees between January 1, 2012 and March 31, 2017, shall, for every month in which Contributions are received in respect of the Participant, be granted 1/12 year of Past Service Credit for each 150 hours of Past Service to a maximum of seven (7) years of Past Service Credit.
- (g) Notwithstanding the foregoing, if a Participant who meets the requirements of subsection (f) to receive Past Service Credit is concurrently employed by another employer while being employed by the first Contributing Employer and the other employer subsequently becomes a Contributing Employer ("second Contributing Employer"), and
 - (i) the Participant was employed by the second Contributing Employer during the period from the Participant's Seniority Date with the second Contributing Employer to the second Contributing Employer's Contribution Date, and
 - (ii) for the period prior to the Contribution Date of the first Contributing Employer, the Participant's number of Years of Employment with the second Contributing Employer is greater than the number of Years of Employment with the first Contributing Employer,

the Participant's Past Service Credit shall instead be based on the Years of Employment with the second Contributing Employer prior to the first Contributing Employer's Contribution Date. In such case, the Participant shall, for each month in which Contributions are received in respect of the Participant from the second Contributing Employer, be granted 1/12 year of Past Service for each 150 hours of Past Service to a maximum of seven (7) years of Past Service Credit based on the Years of Employment with the second Contributing Employer prior to the first Contributing Employer's Contribution Date.
- (h) Unless the Trustees determine that the actuarial balance between Contributions and liabilities will otherwise be maintained, in order to receive the full Past Service Credit described in subsections (f) and (g), a Participant must have total

Contributions made on his behalf of not less than 8% for at least 12 full months. In the event that a Participant does not have total Contributions made on his behalf of not less than 8% for 12 full months, that Participant's Past Service Credit shall be pro-rated. Such pro-ration shall be based upon the lowest rate of total Contributions made on that Participant's behalf during the 12-month period immediately preceding his termination of participation compared to 8%.

- (i) Subsection (f) does not apply to Participants who became employed by Garda Cash-in-Transit Limited Partnership ("Garda") on January 17, 2014 as a result of the acquisition of G4S Secure Solutions (Canada) Ltd. ("G4S") by Garda on January 17, 2014. Subject to subsection (k) below, a Participant who became employed by Garda on January 17, 2014 as a result of the acquisition of G4S by Garda on January 17, 2014 shall, for every month in which Contributions are received in respect of the Participant, be granted 1/12th year of Past Service Credit for each 150 hours of Past Service to a maximum of five (5) years of Past Service Credit.
- (j) Unless the Trustees determine that the actuarial balance between Contributions and liabilities will otherwise be maintained, in order to receive the full Past Service Credit described in subsection (i), a Participant must have total Contributions made on his behalf of not less than 8% for at least 12 full months. In the event that a Participant does not have total Contributions made on his behalf of not less than 8% for 12 full months, that Participant's Past Service Credit shall be pro-rated. Such pro-ration shall be based upon the lowest rate of total Contributions made on that Participant's behalf during the 12-month period immediately preceding his termination of participation compared to 8%.
- (k) If an Employee worked for a Contributing Employer, and such business is continued by another Contributing Employer, credit for periods of employment with the prior Contributing Employer may be granted for the purpose of subsections (a) — (j), if the Trustees, in their sole discretion, are satisfied on the basis of evidence submitted to them, that it is appropriate to treat the Contributing Employer as a successor to the prior employer.
- (l) [Intentionally blank]
- (m) For designated employees who work for a Contributing Employer specified by the Trustees as a qualified Employer in the airline sector:
 - (i) references to "150 hours of Past Service" in paragraphs (c), (f) and (g) of this Section 4.01 shall be read as "75 hours of Past Service";
 - (ii) references to "year(s) of Employment" in this s.4.01 shall refer to 900 hours of employment;
 - (iii) references in this s.4.01 to "each year of the Participant's Past Service" shall refer to a calendar year in which the Participant had at least 900 hours of employment.

- (n) Notwithstanding any other section of this Plan, a Participant employed by a Contributing Employer approved by the Board of Trustees on or after April 1, 2017 shall not be granted any Past Service Credit for any hours of Past Service.

Section 4.02 **Break in Service – Past Service Credits**

A Participant shall not have his months of Past Service Credits cancelled as a result of a Break in Service, provided the Participant has not elected the Portability Option.

Section 4.03 **Break in Service**

A Participant may elect to incur a Break in Service if no Contributions are paid or are required to be paid to the Plan on behalf of the Participant and if no Self-Payments are being made to the Plan on his behalf for twenty-four consecutive months.

If a Participant elects to incur a Break in Service, the Break in Service is effective on the date that Participant's written election to incur a Break in Service is filed with and received by the Trustees, but the Break in Service may not be effective before the end of the twenty-four consecutive month period in which no Contributions and Self-Payments are paid, made, or are required to be made to the Plan on his behalf.

Modified by Schedules A, B, C, F, G and H for Participants governed by the pension laws of Alberta, British Columbia, Manitoba, Nova Scotia, Saskatchewan, and Canada, respectively.

Section 4.04 **Self-Payments**

- (a) A Participant may make Self-Payments directly to the Trust Fund in order to remain a Participant in the Pension Plan while between employment with one Contributing Employer and employment with another Contributing Employer, and before completion of the eligibility period for contributions by the new Contributing Employer. Such Self-Payments will only be permitted if the Participant:
 - (i) terminates employment with a Contributing Employer;
 - (ii) becomes employed by another Contributing Employer before incurring a Break in Service;
 - (iii) makes a written application to the Trustees, in a manner prescribed by the Trustees; and
 - (iv) makes payments at a rate of contribution and for a period of time prescribed by the Trustees, in accordance with the limits under the *Income Tax Act* (Canada).
- (b) A Participant may make Self-Payments directly to the Trust Fund during the following periods:
 - (i) A period during which an Employee is absent because of illness or disability, but remains on the Contributing Employer's payroll for

purposes of retaining seniority pursuant to the terms of the Collective Agreement;

- (ii) A period during which the Employee is on lay-off and subject to recall pursuant to the terms of the Collective Agreement;
- (iii) A period of absence for pregnancy or parental leave to the maximum permitted by Ontario's *Employment Standards Act, 2000* (or other applicable employment standards legislation) or Collective Agreement, whichever is greater;
- (iv) A period of a strike or lockout;
- (v) A period during which an Employee is on an approved leave of absence without pay;
- (vi) A period of up to 12 weeks or such longer period as determined by the Trustees, following the last day of service in respect of which Contributions were made in respect of the Employee, provided the Employee is employed by and receiving remuneration from a Contributing Employer during such period and such period occurs between March 15, 2020 and the date determined by the Trustees; and
- (vii) A period following an Employee's termination, if the Employee disputes the termination and there is an outstanding grievance, arbitration or other proceeding that may result in re-instatement, provided the Participant:
 - (viii) makes written application to the Trustees, in the form and manner prescribed by the Trustees; and
 - (ix) makes payments at the rate of contributions and within the time period prescribed by the Trustees, in accordance with the limits under the *Income Tax Act* (Canada) and the regulations thereunder.

In no event shall the amount of the Self-Payments exceed the total Employee Contributions and Employer Contributions that could have been remitted in respect of one Year of Employment less any Employee Contributions and Employer Contributions that were made for the Year to which the Self-Payments relate.

- (c) A Participant may make Self-Payments directly to the Trust Fund during the period he is receiving credit pursuant to Section 4.06. Such Self-Payment shall be in the same amount credited under Section 4.06 and remitted within the time period prescribed by the Trustees.

Section 4.05 **Portability Option**

- (a) A Participant who incurs a Break in Service before the attainment of age 55 may elect to transfer the amount determined in accordance with subsection 4.05(a.i) in full satisfaction and settlement of his entitlement to any payment or benefit under the Plan or Trust Fund to:

- (i) another registered pension plan if that other plan permits; or
 - (ii) a retirement savings arrangement prescribed by the Act and registered under the *Income Tax Act* (Canada); or
 - (iii) purchase a deferred life annuity of the kind permitted by the Act; or
 - (iv) a life income fund established pursuant to the Act and the *Income Tax Act* (Canada), provided that the Former Participant's Spouse has submitted a written consent to the transfer.
- (a.i) The amount that a Former Participant may elect to transfer under subsection 4.05(a) shall be the amount determined by multiplying the Commuted Value of his accrued pension benefit, as determined as of the date immediately before the date the Former Participant incurred a Break in Service, by the Transfer Ratio last calculated before the date the Former Participant incurred a Break in Service.

Where a Former Participant elects a transfer under subsection 4.05(a), the amount determined in accordance with this subsection shall thereafter be deemed to be the Commuted Value of his accrued pension benefit for all purposes under the Plan.

- (b) A Former Participant who wants to elect to make a transfer pursuant to subsection 4.05(a) must notify the Trustees of such election under subsection 4.05(a) within the later of 90 days after he incurred the Break in Service, and 60 days after the Trustees issue the required benefit statement to the Former Participant.

A Former Participant who elects to make a transfer pursuant to subsection 4.05(a) shall cease to be a Former Participant and shall not be entitled to any further payment or benefit from the Plan or the Trust Fund.

- (c) A Former Participant who does not make an election within the time period as indicated in subsection 4.05(b) shall be deemed to have elected to receive a Deferred Pension, and such Former Participant shall not have the right to make any other election under this section.
- (d) Notwithstanding the provisions of the preceding subsections, if the transfer would impair the solvency of the Fund, such transfer may not be made without the consent of the Ontario Superintendent of Financial Services or other applicable pension regulatory authority.

Modified by Schedules A, B, C, D, E, F, G and H for Participants and Former Participants governed by the pension laws of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Saskatchewan and Canada, respectively.

Section 4.06 Credit Due to Work-Related Injury

For each full month a Participant is absent from work with an Employer due to a work-related injury for which he is receiving disability income from the Workplace Safety and Insurance Board of Ontario, he shall be credited with the Employer Contributions that would otherwise have been remitted to the Fund on his behalf had he not been injured, to a maximum of twelve

months. The amount of the Employer Contributions to be credited shall be calculated based on the average weekly wage for the last four complete weeks before the date last worked and the Contribution Rate in effect on that date.

Modified by Schedules A, B, C, D, E, F, G and H for Participants and Former Participants governed by the pension laws of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Saskatchewan and Canada, respectively.

Section 4.07 **Self-Payments During a Period of Disability**

- (a) A Participant may make written application to the Fund Office for authorization to make Self-Payments directly to the Trust Fund in order for the Participant to remain a Participant in the Pension Plan during a period in which he is absent from the workplace due to a physical or mental impairment that prevents him from performing the duties of the employment in which he was engaged immediately prior to the commencement of the impairment. A written application for authorization to make Self-Payments under this section shall be made in the form and manner prescribed by the Trustees.
- (b) No written application for authorization to make Self-Payments under this section shall be processed by the Fund Office until after the Participant has been absent from the workplace for at least 120 consecutive days of employment due to the physical or mental impairment referred to in subsection 4.07(a). The commencement date of the Participant's absence from the workplace due to the physical or mental impairment referred to in subsection 4.07(a) must be certified by the Participant in his written application for authorization to make Self-Payments under this section. The Trustees shall be the sole and final judges of whether any Participant shall be permitted to make Self-Payments under this section.
- (c) A Participant making Self-Payments under this section shall make Self-Payments at the rate of contribution and within the time period prescribed by the Trustees, in accordance with the limits contained in the *Income Tax Act* (Canada) and the regulations thereunder.
- (d) In no event shall the Self-Payments made by a Participant during a period of absence from the workplace due to physical or mental impairment exceed the Contributions which otherwise would have been remitted to the Trust Fund by the Employer and the Participant during that period of absence had the Participant continued to perform the duties of his employment at the same rate of pay as that received immediately prior to the commencement of the Participant's absence from the workplace. For greater certainty, in no event may the Self-Payments made by a Participant during a period of absence from the workplace due to physical or mental impairment exceed the Contributions that the Participant could have made himself during the period of absence had the Participant been in active employment and shall not include Contributions payable by the Employer.

ARTICLE 5 – APPLICATIONS, BENEFIT PAYMENTS, AND RETIREMENT

Section 5.01 Applications

Application for a pension must be made in writing in a form and manner prescribed by the Trustees.

Section 5.02 Information and Proof

Every Participant, Former Participant, Pensioner, Spouse or Beneficiary shall furnish, at the request of the Trustees, any information or proof required for the administration of the Plan, or for the determination of any matter that the Trustees may have before them. Failure to furnish such information or proof promptly and in good faith shall be sufficient reason for the denial of benefits to such Participant, Former Participant, Spouse or Beneficiary, or the suspension or discontinuance of benefits to such Pensioner. The falsity of any statement material to an application or the furnishing of fraudulent information or proof shall be sufficient reason for the denial, suspension, or discontinuance of benefits under this Plan, and in any such case the Trustees shall have the right to recover any benefits payments made in reliance thereon.

Section 5.03 Action of Trustees

The Trustees shall have the discretion to decide:

- (a) the standard of proof required in any case;
- (b) the application and interpretation of this Plan;
- (c) entitlement to or amount of a pension; and
- (d) the crediting of Past Service Credit.

The decisions of the Trustees with respect to any of the foregoing shall be final and binding on all parties.

The Trustees shall exercise their discretionary powers in a uniform and non-discriminatory manner.

Section 5.04 Benefit Payments

- (a) Benefits for a Normal Pension or for a Deferred Pension that is payable on or after the Normal Retirement Date shall first be payable on the later of:
 - (i) the first day of the month coincident with or next following the month in which the Participant or Former Participant reaches the Normal Retirement Age; or
 - (ii) the first day of the month following the month in which the Participant or Former Participant last worked in Covered Employment.

Notwithstanding the foregoing, benefit payments for a Normal Pension or for a Deferred Pension that is payable on or after the Normal Retirement Date shall commence no later than the end of the year in which the Participant or Former Participant attains age seventy-one.

- (b) Benefits for an Early Retirement Pension, or a Deferred Pension that is payable before the Normal Retirement Date, shall first be payable on the latest of:
 - (i) the first of the month following the month in which the application is received;
 - (ii) the first of the month following the month in which the Participant or Former Participant last worked in Covered Employment; or
 - (iii) the first of the month for which the Participant or Former Participant has elected to begin receiving benefits.
- (c) Benefits for a Pre-Retirement Survivor Benefit shall first be payable the first day of the month following the month of death of the Participant or a Former Participant.
- (d) Benefits for a Pre-Retirement Death Benefit shall first be payable for the month following the month of death of the Participant or a Former Participant.
- (e) Benefit payments, other than as provided in (d), shall end with the payment for the month of death of the Pensioner or the last month of the period of payments as defined in subsection 6.01(a), except if an optional form of payment under Article 6 or the standard form of payment under subsection 6.01(b) is in effect.

Section 5.05 **Commutation of Small Pension**

- (a) Subject to subsection (b), if the monthly pension benefit payable at Normal Retirement Age to a Participant or Former Participant,
 - (i) does not exceed 1/12 of 2% of the YMPE for the Calendar Year in which the Participant or Former Participant incurs a Break in Service or retires; and
 - (ii) does not exceed \$80.00 per month,

the Participant or Former Participant may elect to receive a single lump sum payment that is equal to the Commuted Value of his entitlement under the Plan in full settlement of any and all benefits to which such Participant or Former Participant may be entitled under the Plan.
- (b) If the condition specified in paragraph (i) of subsection (a) of this Section 5.05 is satisfied and if the monthly pension benefit payable at Normal Retirement Age to the Participant or Former Participant is less than \$25.00 per month, the Trustees shall make a single lump sum payment to the Participant or Former Participant

that is equal to the Commuted Value of his entitlement under the Plan in full settlement of any and all benefits to which such Participant or Former Participant may be entitled under the Plan.

Modified by Schedules A, B, C, D, and H for Participants and Former Participants governed by the pension laws of Alberta, British Columbia, Manitoba, New Brunswick, and Canada, respectively.

Section 5.06 **Retirement Defined**

- (a) A Participant or Former Participant shall be deemed to be retired:
 - (i) upon attainment of retirement age and termination of employment; or
 - (ii) at the end of the Year in which the Participant or Former Participant attains age seventy-one. (Amendment 12, April 28, 2008)

Section 5.07 **Benefit Payments Following Suspension**

- (a) A Pensioner who returns to Covered Employment following a suspension and who does not accumulate at least one hundred dollars (\$100) of Employee Contributions and Employer Contributions shall not be entitled to credit for such additional Contribution on subsequent termination of employment.
- (b) A Pensioner who returns to Covered Employment following a suspension and accumulates at least one hundred dollars (\$100) of Employee Contributions and Employer Contributions shall, upon subsequent Retirement, be entitled to a recomputation of his or her pension amount. This recomputation shall be based on any additional Employee Contributions and Employer Contributions, the Pensioner's attained age upon resumption of the pension, and the reduction of the Pensioner's age by the number of months for which pension benefits were previously received.
- (c) A Participant or Former Participant who is retired and receiving a Normal, Early or Deferred Pension from the Pension Plan must not engage in employment with a Contributing Employer which requires Employer or Employee Contributions to be made to the Pension Plan. If a Participant engages in such employment, the pension of that Participant shall be immediately suspended for the duration of such employment or until the end of the Year in which the Participant or Former Participant attains age 71, whichever occurs first. (Amendment 12, April 28, 2008)
- (d) No Employee or Participant shall accrue additional benefits based on employment with a Contributing Employer after the end of the Year in which the Employee or Participant attains age seventy-one. (Amendment 12, April 28, 2008)
- (e) No Employer Contributions or Employee Contributions, which relate to hours worked by a Participant after the end of the Year in which that Participant attained the age of seventy-one years, will be accepted by the Plan. (Amendment 12, April 28, 2008)

Section 5.08 **Designation of Beneficiary**

- (a) A Participant, Former Participant or Pensioner may designate a Beneficiary to receive the benefits pursuant to Sections 3.11 and 6.01. The Participant, Former Participant or Pensioner may also designate a successor Beneficiary in the event that the Beneficiary predeceases:
 - (i) the survivor of the Participant or Former Participant and his or her Spouse, or
 - (ii) the Pensioner.
- (b) A Participant, Former Participant or Pensioner shall have the right to change or revoke the beneficiary designation, but no change or revocation shall be effective or binding on the Trustees unless notice of the change is received by the Trustees in writing prior to the time any payments are made to the Beneficiary whose designation is on file with the Fund Office.

Section 5.09 **Incompetence or Incapacity of a Pensioner, Spouse or Beneficiary**

In the event it is determined either under the provisions of the *Mental Health Act* that a Pensioner, Spouse or Beneficiary is unable to care for his or her affairs because of mental or physical incapacity, the Trustees may pay the benefits due such Pensioner, Spouse or Beneficiary to the respective legal guardian, committee, or legal representative of the respective Pensioner, Spouse or Beneficiary. Payment by the Trustees to such legal guardian, committee or legal representative shall operate to discharge the Trustees from any liability to such Pensioner, Spouse or Beneficiary or to anyone representing their interests.

Section 5.10 **Non-Assignment of Benefits**

No Employee, Participant, Former Participant, Pensioner or Spouse shall have the right to assign, charge, alienate, transfer, sell, hypothecate, mortgage, give as security, encumber, pledge, commute, surrender, or anticipate any pension payments or portions thereon and any such act or similar transaction shall be void and of no effect, and any such arrangements shall not be binding on the Trustees.

Notwithstanding the foregoing, the following shall not be considered to be a violation of the provisions of this section:

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

Section 5.11 **Division of Benefits on Marriage Breakdown**

Upon marriage breakdown, the allocation of a Participant's or Former Participant's pension benefit or its Commuted Value and the manner of payment shall be subject to the *Family Law Act*, or as decreed in the appropriate court order or spousal agreement, provided such court order or spousal agreement is in conformity with the provisions of the Act.

All or part of the Participant's or Former Participant's pension benefit or its Commuted Value may be assigned to his or her Spouse as of the date of the marriage breakdown.

The Spouse will then be treated as a Participant of the Pension Plan who has terminated participation as of the effective date of the assignment. However, a subsequent Spouse of this Spouse is not entitled to any of the assigned portion of the benefits.

In no case may the Commuted Value of the benefits paid to the Participant and Spouse be greater than what would have been payable had the spousal relationship not broken down.

Modified by Schedules A, B, C, D, E, F, G and H for Participants and Former Participants governed by the pension laws of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Saskatchewan and Canada, respectively.

Section 5.12 **Lump Sum Transferrable to an RRSP or RRIF**

An individual who entitled to receive an amount payable under this Plan in the form of a lump sum payment may elect to have that lump sum payment transferred directly to a registered retirement savings plan or a registered retirement income fund, each as established under the *Income Tax Act* (Canada), to the extent permitted under the *Income Tax Act* (Canada) by notifying the Trustees of such election within the deadline specified under this section.

A Former Participant who is entitled to make an election under this section must notify the Trustees of that election within the later of 90 days after he incurred a Break in Service and 60 days after the Trustees issue the required benefit statement to the Former Participant. An individual who is not a Former Participant and who is entitled to make an election under this section must notify the Trustees of that election within 90 days after the individual's receipt of the applicable benefit statement from the Trustees.

An individual who does not notify the Trustees of his or her election under this section within the applicable deadline specified under this section will be deemed to have elected to receive a lump sum payment and will not be entitled to make any other election under this section.

Modified by Schedules A, B, C, D, E, F, G and H for Participants and Former Participants governed by the pension laws of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Saskatchewan and Canada, respectively.

ARTICLE 6 – STANDARD AND OPTIONAL FORMS OF PAYMENT**Section 6.01 Standard Form****(a) For a Participant or a Former Participant Who Does not Have a Spouse**

For a Participant or a Former Participant who does not have a Spouse, the standard form of pension payment for a Normal, Deferred or Early Retirement Pension shall be an equal monthly amount of life annuity, with at least 60 months of payments to be made regardless of whether the Participant dies before the 60th payment.

If a Pensioner who is receiving a Normal, Deferred or Early Retirement Pension dies after the effective date of the pension, but before receiving 60 monthly pension payments, the Pensioner's monthly pension shall continue to be paid to the Beneficiary until 60 such payments have been made. If no Beneficiary has been named, or the last named Beneficiary has pre-deceased the Pensioner, or dies before 60 payments have been made, the Commuted Value of any remaining payments shall be paid to the estate of the last to die of the Pensioner or the Beneficiary.

In lieu of the 60 Certain Payments, a Participant entitled to a Normal, Deferred or Early Retirement may elect one of the Options provided in Section 6.02 subject to the conditions stated therein.

(b) For a Participant or a Former Participant Who has a Spouse - Joint and Survivor Benefit

For a Participant or a Former Participant who has a Spouse, the standard form of pension payment for a Normal, Deferred or Early Retirement Pension shall be a Joint and Survivor Benefit in accordance with which the monthly amount of the pension is reduced from the full amount otherwise payable on the basis that 60% of the reduced monthly pension will continue to be paid after the Pensioner's death for the life time of the Pensioner's Spouse. The reduction in the benefit amount shall be determined by the Trustees on the advice of the Actuary so that the expected cost of the Joint and Survivor Benefit is the actuarial equivalent of the cost of such monthly benefit guaranteed for 60 payments.

The payment of benefits under this standard form may be waived if the Participant or Former Participant files with the Trustees a written waiver on a prescribed form that is signed by the Participant or Former Participant and the Spouse of the Participant or Former Participant. Such Waiver must be filed with the Trustees within 12 months before the benefit payment commences.

Payment of the 60% Joint and Survivor Benefit shall be subject to the following conditions:

- (i) The benefit is payable for the life time of the Pensioner and the surviving Spouse and does not terminate on the remarriage of the surviving Spouse.

- (ii) The Trustees shall be entitled to rely on a written representation filed by the Participant or Former Participant together with an application for a pension as to whether or not the Participant or the Former Participant has a Spouse. This reliance shall include the right to deny benefits to a person claiming to be the Spouse of a Participant or Former Participant in contradiction to the written representation on file, unless such person can provide conclusive proof that he or she is a Spouse.
- (iii) If the Spouse dies prior to the first month for which a pension benefit is payable to the Pensioner, the Joint and Survivor Benefit will not be operative and the Pensioner will be treated as if he did not have a Spouse.
- (iv) Once the pension benefit becomes payable, the monthly amount shall not be increased because of subsequent marriage breakdown or because the Spouse predeceases the Pensioner.
- (v) If the Participant or Former Participant is not living on the first day of the first month for which a pension benefit is payable, the Joint and Survivor Benefit shall not be operative and Pre-Retirement Survivor Benefit or the Pre-Retirement Death Benefit, whichever is applicable, shall then apply.

Modified by Schedules A, B, C, D, E, F, G and H for Participants and Former Participants governed by the pension laws of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Saskatchewan and Canada, respectively.

Section 6.02 **Optional Forms of Payment**

- (a) A Participant or Former Participant may elect to receive an optional form of payment in lieu of the Standard Form as set out in this section provided that:
 - (i) the Standard Form of payment is not mandatory for the Participant or Former Participant under the terms of the Plan or the Act; and
 - (ii) the Participant or Former Participant has elected the optional form prior to the first payment of pension to the Participant or Former Participant
- (b) The amount of monthly pension under each optional form of payment shall be adjusted from the amount payable under the Standard Form of payment in accordance with a formula or formulas adopted by the Trustees, based on the principles of overall actuarial equivalence for the cost of each option, provided that the actuarial equivalent does not exceed the Standard Form.
- (c) The optional forms of payment are:
 - (i) **Life Only Pension:** a monthly pension payable for the Pensioner's lifetime.
 - (ii) **Life Pension with 10 Years Certain:** a monthly pension payable for the Pensioner's lifetime with at least 120 months of payments to be made regardless of whether the Participant dies before the 120th payment.

- (iii) **Life Pension with 15 Years Certain:** a monthly pension payable for the Pensioner's lifetime, with at least 60 months of payments to be made regardless of whether the Participant dies before the 180th payment.
 - (iv) **Joint and Survivor Benefit:** a monthly pension payable for the Pensioner's lifetime, with the provision that after the Pensioner's death, 50%, 75%, or 100%, as elected by the Pensioner, shall be payable to and during the lifetime of the Spouse, if such Spouse is surviving at the date of the Pensioner's death.
 - (v) **Level Pension Option** (in case of early retirement only): an increased monthly pension payable until the Pensioner is age 65, and decreased thereafter, such that the total pension received from the Pension Plan and Canada Pension Plan/Quebec Pension Plan (CPP/QPP) and Old Age Security (OAS) together shall be as nearly equal as possible to that received prior to receipt of the CPP/QPP or OAS. Under no circumstances will the benefits payable under this subsection exceed the amount prescribed by the *Income Tax Act* (Canada) and Regulation 8503(2)(1).
- (d) Conditions of Election
- (i) Election of a single life annuity, a life annuity with a minimum number of monthly payments, or a Joint and Survivor annuity shall be subject to the following conditions:
 - (A) For a Participant or Former Participant who has a Spouse, the payment of benefits under the optional form is payable if the Participant or Former Participant files with the Trustees a written waiver in accordance with the provision of subsection 6.01(b).
 - (B) The election must be made in writing on a form prescribed by the Trustees and filed with the Trustees prior to the commencement of the pension.
 - (C) When an option becomes effective, it may not be revoked.
 - (D) Election of any of these options is in lieu of the 60 months of payments provided under subsection 6.01(a).
 - (E) Election of any of these options shall not be approved if it would result in a monthly benefit of less than \$25 payable to the Pensioner, or payable to the surviving Spouse if the Joint and Survivor annuity is elected.
 - (ii) If the Spouse dies before the Joint and Survivor option becomes effective, the election will be void and the Participant or Former Participant will be treated as if no election had been made. However, if the Spouse dies after the option becomes effective, the election shall remain in effect and the

Pensioner shall continue to receive pension payments in the amount paid under the optional form of benefits.

- (iii) The benefits provided under the Level Income Option are independent of any aspect of the benefits provided under the *Old Age Security Act* or the CPP/QPP or whether the Pensioner applies for, receives, or will be eligible for any such benefits at any time. In the event the OAS, CPP/QPP benefits are reduced, cancelled or abolished, there shall be no liability on the Trustees, Fund, Union, Local Union, Contributing Employer or former Contributing Employer to replace the value of such OAS, CPP/QPP benefits.
- (iv) Upon the death of a Pensioner who elected the Level Income Option, if 60 times the monthly amount of his Early Retirement Pension before it was adjusted exceeds the total amount received by the Pensioner before his death, his pension shall continue to his Beneficiary until he or she has received the excess amount. This provision has precedence over the 60 months of payments provided under subsection 6.01(a) and its fulfillment will be deemed to satisfy the requirements of subsection 6.01(a).

(e) Amount of Pension Payable to Disabled Person With Shortened Life Expectancy

Where a person entitled to payment of a Normal, Early Retirement or Deferred Pension has a mental or physical disability that, according to medical evidence satisfactory to the Trustees, is likely to substantially shorten the life expectancy of that person, the Trustees shall, at the written request of such person, pay out the Commuted Value of the pension in a lump sum. The eligibility criteria and the procedure for making application for such payment shall be in accordance with the Regulations under the Act.

Modified by Schedules A, B, C, D, E, G and H for Participants and Former Participants governed by the pension laws of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Saskatchewan and Canada, respectively.

ARTICLE 7 – AMENDMENT, TERMINATION AND GENERAL PROVISIONS

Section 7.01 Amendment

The Trustees may amend or modify this Pension Plan at any time in accordance with the Agreement establishing the Trust Fund including, but not necessarily limited to, changes in benefit amounts, types of benefits and conditions of eligibility, except that no amendment or modification may reduce any pension benefits accrued prior to the amendment, or any vested interest acquired prior to the amendment, so long as funds are available for payment of such benefits. No amendment or modification may enable any of the assets of the Pension Fund to be returned or paid to any Contributing Employer.

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

Section 7.02 Actuarial Reviews

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

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

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

Section 7.03 Non-Reversion

It is expressly understood that in no event shall any of the corpus or assets of the Pension Fund revert to the Employers or be subject to any claims of any kind or nature by any Contributing Employers, except for the return of an erroneous Employer Contribution where, in the opinion of the Trustees, there is no prejudice to the Trust Fund and an application for refund is made within 12 calendar months following the remittance of the erroneous contribution, or the return of Employer Contributions is required in order to avoid revocation of registration of the Plan under the *Income Tax Act* (Canada).

Section 7.04 Limitation of Liability

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

No Contributing Employer or Employee has any liability, directly or indirectly, to provide the benefits established by this Plan beyond the obligation to make Contributions pursuant to this

Pension Plan. In the event that at any time the Trust Fund does not have sufficient assets to permit continued payments under this Pension Plan, nothing contained in the Pension Plan or the Trust Agreement shall be construed as obligating a Contributing Employer or Employee to make Contributions other than Contributions for which the Contributing Employer or Employee may be obligated by a Collective Agreement, other documents or agreement in order to provide for the benefits established by the Pension Plan. There shall be no liability upon the Trustees individually or collectively, or upon a Contributing Employer, or Union or Local Union to provide the benefits established by this Pension Plan if the Trust Fund does not have sufficient assets to make such benefit payments.

Section 7.05 **Investments**

The investments and loans of the Trust Fund with respect to assets arising from Employee Contributions and Employer Contributions shall be restricted to those permitted by the Act or by any other laws and regulations which may be applicable.

Section 7.06 **Termination or Reduction of Obligation to Contribute**

If the Union or Local Union and a Contributing Employer should enter into a Collective Agreement requiring Contributions to the Trust Fund, and then either fail to renew such agreement, or amend or renegotiate the Collective Agreement such that it provides for a smaller amount of Contributions than required by the prior Collective Agreement, the Trustees have the authority to take such action as is necessary to maintain the financial soundness of the Trust Fund.

If subsequent to the conclusion of a Collective Agreement between a Contributing Employer and the Union or Local Union requiring Contributions to the Trust Fund, the Contributing Employer and the Union or Local Union enter into an agreement which does not require the continuation of Contributions to the Trust Fund or reduces the amount of such Contributions, the Trustees shall have the right to terminate or reduce any pension benefits to Employees of the Contributing Employers if the total amount contributed by such Contributing Employer and Employee is less than the actuarially determined value of the pension benefits accrued for such Employees of such Contributing Employer. In addition, the Trustees have the right to adjust the credit of any former Employees of such Contributing Employer in order to maintain a financially sound relationship between the Contributions made on account of such former Employees and the Past Service Credits and Future Service Benefits earned by them.

Section 7.07 **Plan Termination or Winding Up**

If this Pension Plan is terminated or wound up:

- (a) the assets remaining in the Trust Fund shall, after providing for any administrative expenses, be allotted, to the extent they are sufficient, for the purpose of paying retirement benefits to Participants, Former Participants or their surviving Spouses in the following order of precedence:
 - (i) to provide pensions to Pensioners who shall have retired under the Plan prior to its termination, or their Surviving Spouses, without reference to the order of retirement;

- (ii) to provide pensions to Participants or Former Participants age 65 or over on the date of termination, without reference to the order in which they shall have reached the Normal Retirement Date;
- (iii) to provide pensions upon attainment of age 65 to Participants or Former Participants with vested rights, or their surviving Spouses, without reference to the order in which they shall reach age 65;
- (iv) to provide pensions upon attainment of age 65 to all other Participants less than 65 years of age on the date of termination, with reference to the order in which they will attain age 65.

a Contributing Employer is liable to pay to the Trustees all amounts that would otherwise have been required to be paid in accordance with the terms of the Collective Agreement, up to the date of the termination or winding-up of the Plan; and

- (b) notwithstanding anything contained in this section, termination of the Plan will be in accordance with the Act and the Regulations thereunder or any other laws and regulations which may be applicable.

Section 7.08 Interpretation of the Plan

The Trustees may adopt such interpretations of this Pension Plan as they consider necessary to carry out the intent and purpose of the Pension Plan, and provide for its effective administration.

Section 7.09 Application of Amendments

Unless specifically provided for in the amendment, no amendment to this Pension Plan will be deemed to grant new or improved benefits or rights nor reduce the benefits accrued by a person who has ceased to be a Participant or has become a Pensioner prior to the effective date of the amendment.

ARTICLE 8 – TERMINATION OF EMPLOYER PARTICIPATION

Section 8.01 Cause of Termination

The participation of a Contributing Employer shall terminate:

- (a) when the Contributing Employer is no longer obligated by a Collective Agreement other documents or agreement to make Contributions to the Trust Fund on the basis required by the Trustees; or
- (b) when the Contributing Employer fails to pay an amount due the Trust Fund, and termination is deemed appropriate by the Trustees; or
- (c) when the Contributing Employer fails to comply with administrative procedures adopted by the Trustees, and termination is deemed appropriate by the Trustees.

Section 8.02 Termination of Participation of a Contributing Employer on or before January 1, 2018

If the participation of a Contributing Employer terminates on or before January 1, 2018, the Trustees shall apply the total amount attributable to Contributions by the terminated Contributing Employer and the Employees, Former Participants, Portability Option Participants and Pensioners of such Contributing Employer, adjusted by the Fund Rate of Return Adjusted for Administrative Expenses, less benefit payments, including lump sum values, already paid, to the provision of pension benefits accrued by the Employees, Former Participants, Portability Option Participants and Pensioners in respect of Covered Employment with such Contributing Employer, including any lump sum values in respect of such benefits. The Fund Rate of Return Adjusted for Administrative Expenses shall be prorated for the year in which the Contributing Employer commenced making Employer Contributions to the Plan and the year the Contributing Employer terminated participation in the Plan. Subject to the requirements of the Act, if such amount is less than the Commuted Value of the accrued pension benefits for the Employees, Former Participants, Portability Option Participants and Pensioners in respect of Covered Employment with the terminated Contributing Employer, the Trustees may terminate or alter benefits, including Residual Amounts and any other lump sum values, for Employees, Former Participants, Portability Option Participants and Pensioners who were employed at any time by the Contributing Employer, in such manner as the Trustees consider appropriate to preserve an actuarially equivalent relationship between the liability for benefits accrued for the Employees, Former Participants, Portability Option Participants and Pensioners involved and the accumulated Contributions of the terminated Contributing Employer. Under no circumstances shall any Employee, Former Participant, Portability Option Participant or Pensioner receive an amount that exceeds the value, as determined by the Trustees, of their accrued benefits.

Section 8.03 Termination of Participation of a Contributing Employer after January 1, 2018

For greater certainty, Section 8.02 does not apply if the participation of a Contributing Employer terminates after January 1, 2018.

**ARTICLE 9 – PROVISIONS FOR PARTICIPANTS GOVERNED BY
OTHER THAN ONTARIO LAW**

Section 9.01 Participants Governed by Law of the Province Other Than Ontario

These Rules and Regulations have been written to comply with the provisions of the Act. For persons governed by the pension law of a province or jurisdiction other than Ontario, the applicable pension law of that other province or jurisdiction shall apply, but only to the extent that the law of such province or jurisdiction does not permit the provisions of these Rules and Regulations to be applied.

Section 9.02 Application of Schedules

Without limiting the generality of Section 9.01, and notwithstanding the provisions of Articles 1 to 8 of these Rules and Regulations, the following provisions shall apply for persons governed by the law of the province or jurisdiction other than Ontario, and the provisions of Articles 1 to 8 shall be considered to be amended with respect to such affected persons.

ARTICLE 10 – APPLICATION OF THIS CONSOLIDATED PLAN TEXT

Section 10.01 Consolidated Plan Text

This Plan text reflects the terms and conditions of the Multi-Sector Pension Plan, as set out in the Office Consolidation of the Rules and Regulations of the Multi-Sector Pension Plan dated September 2007, and as further amended by Amendments No. 12 through 32 and as amended for certain typographical changes, and is current as of November 30, 2020. Entitlements of Participants and their spouses and beneficiaries during the period prior to November 30, 2020 are governed by the text of the Multi-Sector Pension Plan as it was at the time, subject only to Plan amendments with retroactive effect.

SCHEDULE "A" - ALBERTA

For compliance with the Alberta *Employment Pension Plans Act* and the regulations thereunder, the following Rules and Regulations shall apply to Participants and Former Participants subject to the pension laws of Alberta.

1. Definition of Beneficiary

"Beneficiary" when used in reference to any Participant or Former Participant subject to the pension laws of Alberta shall mean an individual designated pursuant to Section 47 of the Alberta *Trustee Act* to receive a benefit payable under the Plan upon the death of the Participant or Former Participant.

2. Section 1.32 – Definition of Spouse

"Spouse", when used in reference to a Participant or Former Participant subject to the pension laws of Alberta, means, as of any relevant date:

- (a) a person who is married to the Participant or Former Participant and had not been living separate and apart from the Participant or Former Participant for a continuous period longer than three years; or
- (b) if there is no person to whom paragraph (a) of this section applies, a person who had been living with the Participant or Former Participant in a marriage-like relationship:
 - (i) for a continuous period of at least three years preceding the relevant date, or
 - (ii) of some permanence, if there is a child of the relationship by birth or adoption.

3. Section 2.06 – Participant

An Employee subject to the pension laws of Alberta shall become a Participant in the Pension Plan on the first day of the month following the earlier occurrence of the following:

- (a) the Employee's completion of 500 hours of employment with a Contributing Employer,
- (b) the Employee's completion of 350 hours of employment with one or more Contributing Employers during two consecutive calendar years, or
- (c) the Employee having earned at least 35% of the YMPE in each of two consecutive calendar years for hours of work in Covered Employment.

4. Subsection 3.09(b) – Spouse's Waiver of Pre-Retirement Death Benefit

- (b) The right of the Spouse of a Participant or Former Participant to the Pre-Retirement Survivor Benefit may be waived by filing a written waiver in the form prescribed by the *Employment Pension Plan Act*. If this waiver is filed with the Trustees, and not revoked, the Participant or Former Participant shall be considered not to have a Spouse for purposes of the Pre-Retirement Survivor Benefit and the sections on Pre-retirement Death Benefit shall apply.

Furthermore, if the Participant or Former Participant has designated or designates that Spouse as his Beneficiary, then the waiver also applies with respect to any benefit that the Spouse would otherwise have received as such a Beneficiary.

5. Section 3.10 – Pre-Retirement Survivor Benefit – Amount and Portability Options

In respect to a Participant or Former Participant subject to the pension laws of Alberta, Section 3.10 shall read as follows:

- (a) The surviving Spouse of a deceased Participant or deceased Former Participant subject to the pension laws of Alberta who dies before commencement of pension payment, shall be entitled to receive a Pre-Retirement Survivor Benefit of a monthly pension, payable for the life of the surviving Spouse, the value of which is equal to 100% of the Commuted Value of the Participant's or Former Participant's pension benefit accrued to the date of death. The payment of such a pension shall commence on or after the date that the surviving Spouse attains age 55.
- (b) If a Participant or a Former Participant subject to the pension laws of Alberta dies before commencement of pension payment, his or her surviving Spouse may make an election pursuant to subsection 4.05(a) with respect to the Commuted Value of the Pre-Retirement Survivor Benefit as if the surviving Spouse were the Participant or Former Participant. A transfer by a surviving Spouse pursuant to this subsection need not be locked-in if the surviving Spouse has been declared by the Canada Revenue Agency to be a non-resident for the purposes of the *Income Tax Act* (Canada).
- (c) A surviving Spouse who elects to make the transfer as provided in subsection (b) above must notify the Trustees of his or her election within 90 days of the receipt of the required statement from the Trustees. Upon the completion of such a transfer, a surviving Spouse is not entitled to any further pension benefits in respect of the deceased Participant's or deceased Former Participant's participation in the Pension Plan.
- (d) If a Participant or a Former Participant subject to the pension laws of Alberta dies before Normal Retirement Age, his or her surviving Spouse may make an election pursuant to subsection 4.05(a) with respect to the Commuted Value of the Pre-Retirement Survivor Benefit as if the surviving Spouse were the Participant or Former Participant. A transfer by a surviving Spouse pursuant to this subsection need not be locked-in if the surviving Spouse has been declared by the Canada Revenue Agency to be a non-resident for the purposes of the *Income Tax Act* (Canada).
- (e) A surviving Spouse who elects to make the transfer as provided in subsection (b) above must notify the Trustees of his or her election within 90 days of the receipt of the required statement from the Trustees. Upon electing to make the transfer provided under subsection (d) above, a surviving Spouse is not entitled to any further pension benefits in respect of the deceased Participant's or deceased Former Participant's participation in the Pension Plan.
- (f) A surviving Spouse who does not make an election within the time period as indicated in subsection (e) above shall be deemed to have elected to receive a monthly life annuity.

Such surviving Spouse shall be deemed not to have the right to make any other election under this section.

- (g) In the event of the death of the surviving Spouse before pension payments commence to that Spouse as a result of the death of the Participant or Former Participant and the Spouse has not elected to transfer the Commuted Value of the Benefit pursuant to subsection 4.05(a), the pension benefit shall be payable as a lump sum to the Spouse's designated Beneficiary or estate, as the case may be, which is equal to the pension benefit payable pursuant to subsection 3.10(a).

6. Subsection 3.16(b) – Fifty Per Cent Rule

In addition to the permitted transfers listed in subsection 3.16(b), if Employee contributions by a Participant subject to the pension laws of Alberta plus credited interest exceed 50% of the Commuted Value of the Participant's accrued pension such excess may also be transferred to a registered pension plan if that plan permits.

7. Section 4.03 – Break in Service

For a Participant subject to the pension laws of Alberta, in addition to the circumstances described in Section 4.03 in which he or she may elect to incur a Break in Service, he or she shall incur a Break in Service at the end of any period of two consecutive Calendar Years in which period he or she did not complete at least 350 hours of Covered Employment.

8. Section 4.05 – Portability Option

In respect of a Participant or Former Participant subject to the pension laws of Alberta, Section 4.05 shall read as follows:

Section 4.05 – Portability Option

- (a) A Participant subject to the pension laws of Alberta who incurs a Break in Service before the attainment of age 55, may elect to transfer the Commuted Value of the Former Participant's accrued benefit to:
- (i) the pension fund of another registered plan provided that the eventual payment from that other plan will be in a form permitted by the *Alberta Employment Pension Plans Act*, and the regulations thereunder; or
 - (ii) a locked-in retirement account under the conditions prescribed by the *Alberta Employment Pension Plans Act*, and the regulations thereunder.

A transfer pursuant to this subsection need not be locked-in if the Participant has been declared by the Canada Revenue Agency to be a non-resident for purposes of the *Income Tax Act* (Canada). Should the Participant have a Spouse at the time of the unlocking request, the transfer cannot occur unless the consent of the Spouse in the prescribed form has been delivered to the Trustees.

- (b) A Former Participant who elects to make a transfer pursuant to subsection 4.05(a) must notify the Trustees of such election within 90 days of the Former Participant's receipt of the required benefit statement from the Trustees.
- (c) A Former Participant who does not make an election within the time period contained in subsection 4.05(b) above shall be deemed to have elected to receive a Deferred Pension and such Former Participant shall not be deemed to have the right to name any other election under this section.
- (d) Notwithstanding the provisions of the preceding subsections, if a transfer would impair the solvency of the Fund, such transfer may not be made without the consent of the Ontario Superintendent of Financial Services or other applicable pension regulatory authority.

9. Subsection 4.05(c) – Mandatory Transfer of Small Pension

For a Participant or Former Participant subject to the pension laws of Alberta, if the Commuted Value of the Participant or Former Participant's accrued pension benefit is less than 20% of the YMPE for the calendar year in which his or her termination of participation or death occurs, the Trustees may require the Former Participant or the surviving Spouse, as the case may be, to transfer the Commuted Value pursuant to subsection 4.05(a).

10. Section 4.06 – Credit Due to Work-Related Injury

The provisions of Section 4.06 are modified with respect to a Participant or Former Participant subject to the pension laws of Alberta by deleting the words "Workplace Safety and Insurance Board of Ontario" and replacing them with the words "Workers' Compensation Board of Alberta".

11. Section 5.05– Commutation of Small Pension

In respect of a Participant or Former Participant subject to the pension laws of Alberta, Section 5.05 shall read as follows:

Upon the earliest of a Break in Service, retirement, or death, a Participant or Former Participant or the surviving Spouse of a Participant or Former Participant who is deceased may elect to receive a single lump sum payment that is equal to the Commuted Value of his entitlement under the Plan in full settlement of any and all benefits to which such Participant, Former Participant, or surviving Spouse may be entitled under the Plan if the Commuted Value of the pension benefit to which he is entitled does not exceed 20% of the YMPE for the Calendar Year in which the Break in Service, retirement, or death, whichever applies, occurs, or, if later, the application for benefit is received by the Trustees.

12. Section 5.11 – Division of Benefits Upon Termination of Spousal Relationship

- (a) For a Participant or Former Participant subject to the pension laws of Alberta entitlement to benefits under the Plan is subject to any entitlements arising under a matrimonial property order or matrimonial property agreement within the meaning of the Alberta *Matrimonial Property Act* or a similar order or agreement enforceable in Alberta of a

court outside Alberta that effects distribution of those benefits. The marital property order or the marital property agreement must be filed with the Trustees in the prescribed manner. For this section to apply:

- (i) a matrimonial property order must have been made, or a matrimonial property agreement must have been entered into, on or after March 1, 2000; or
 - (ii) the Participant and his Spouse, or the Former Participant and his Spouse have filed a written election with the Trustees regarding a matrimonial property order made, or a matrimonial property agreement entered into, prior to March 1, 2000.
- (b) The division of pension benefits between a Participant and his or her Spouse, or a Former Participant and his or her Spouse, must not reduce the Participant's or Former Participant's share of the total pre-division pension benefits by more than 50%. The value of the total pre-division pension benefits and the share of those pension benefits distributed to the Spouse of the Participant, or the Spouse of the Former Participant, must be calculated in the manner prescribed by the applicable regulations. The aggregate of the actuarial present values of the shares of the Participant and his or her Spouse, or the Former Participant and his or her Spouse, must equal the actuarial present value of the total pre-division pension benefits. The total pre-division pension benefits and the total share of those pension benefits distributed to the Spouse of the Participant, or the Spouse of the Former Participant, are to be based only on the total period for which the pension benefits were accruing, as calculated in the manner prescribed by the applicable regulations.
- (c) Section 4.05 applies to the share of pension benefits distributed to the Spouse of a Participant or Former Participant in the same way that Section 4.05 applies to the pension benefits of a Participant or Former Participant. However, the requirement that the transfer take place before the Participant attains age 55 has no application to the share of post-division pension benefits distributed to the Spouse of a Participant or Former Participant.
- (d) Once the full amount of the share of the Spouse of the Participant, or the Spouse of the Former Participant, has been distributed pursuant to Division 4 of the Alberta *Employment Pension Plans Act* and any applicable regulations,
- (i) that Spouse of the Participant, or that Spouse of the Former Participant, has no further entitlement to any pension benefits or any other right under the Pension Plan, and
 - (ii) the Pension Plan has no further obligation to that Spouse and has no liability to either Spouse or any other person by reason only of the fact that the matrimonial property order or agreement was complied with.
- (e) After the division of pension benefits, the Trustees shall adjust the Participant's share, or the Former Participant's share, in the manner prescribed by any applicable regulations.
- (f) If, on the filing of a matrimonial property order or marital property agreement, the Trustees are unable to comply with it because it is incomplete, it does not comply with the Pension Plan, it does not comply with Division 4 of the Alberta *Employment Pension*

Plans Act, or there is doubt as to what exactly the Trustees must do to comply with it, the Trustees may apply to the Court to redress the situation arising from their inability to comply.

- (g) The costs of an application under subsection 5.11(f) are to be borne by either or both the Participant and his Spouse, or by either or both the Former Participant and his Spouse, as determined by the Court and, to the extent that any such costs are paid by the Trustees, the Trustees have a right of action in debt against either or both the Participant and his Spouse, or either or both the Former Participant and his Spouse, for those costs in accordance with the Court's decision regarding costs.
- (h) The Trustees may charge a fee for the services provided under Section 5.11 in an amount that does not exceed the amount prescribed.
- (i) The division or distribution of pension benefits under a matrimonial property order or marital property agreement does not constitute an assignment, charge, alienation or anticipation of the pension benefits for the purposes of Section 72 of the *Alberta Employment Pension Plans Act* or Section 5.10 of the Pension Plan. The pension benefits distributed to the Participant and his Spouse, or the Former Participant and his Spouse, have the exemption from legal process provided by Section 72 of the *Alberta Employment Pension Plans Act*.

13. Subsection 6.01(b) – For a Participant or Former Participant Who has a Spouse - Joint and Survivor Benefit Waiver

In respect of Participants or Former Participants subject to the pension laws of Alberta, the second paragraph of subsection 6.01(b) shall read as follows:

The payment of benefits under this standard form may be waived by a Participant or Former Participant subject to the pension laws of Alberta if the Participant or Former Participant files with the Trustees a written waiver in the form prescribed by the *Alberta Employment Pension Plans Act* and the regulations thereunder, that is signed by the Spouse of the Participant or Former Participant in the presence of a witness and outside the presence of the Participant or Former Participant no more than 90 days before commencement of payment of the pension.

13.1 Section 6.02(d)(i) — Conditions of Election

In respect of an individual subject to the pension laws of Alberta, the following paragraph (F) shall be added to section 6.02(d)(i) following paragraph (E):

- (F) If a Pensioner dies before the minimum guaranteed monthly payments under the applicable optional form of payment are paid, the Spouse shall be entitled to the monthly payments for the balance of the guarantee period. However, if the Spouse waives his entitlement in respect of any minimum guaranteed monthly payments by signing a written waiver in the form prescribed by the *Alberta Employment Pension Plans Act* and the regulations thereunder, that is signed by the Spouse in the presence of a witness and outside the presence of the Pensioner before commencement of payment of the pension and such waiver is provided to the Trustees before commencement of payment of the pension or the Spouse

predeceases the Pensioner, the Beneficiary of the Pensioner shall be entitled to the monthly payments for the balance of the guarantee period.

14. Subsection 6.02(e) – Amount of Pension Payable to Disabled Person with Shortened Life Expectancy

Subsection 6.02(e) has no application to a Participant or Former Participant subject to the pension laws of Alberta who is receiving a pension from the Pension Plan. A Participant or Former Participant who has a Spouse may only make an election pursuant to subsection 6.02(e) if the Trustees have received a statement from the Spouse, in the prescribed form, stating that the Spouse is aware of the spousal entitlements under the Pension Plan and waives those entitlements. This statement must have been signed by the Spouse in the presence of a witness and outside the presence of the Participant or Former Participant.

15. Lump Sum Transferrable to an RRSP or RRIF

For an individual subject to the pension laws of Alberta, Section 5.12 shall read as follows:

An individual who entitled to receive an amount payable under this Plan in the form of a lump sum payment may elect to have that lump sum payment transferred directly to a registered retirement savings plan or a registered retirement income fund, each as established under the *Income Tax Act* (Canada), to the extent permitted under the *Income Tax Act* (Canada) by notifying the Trustees of such election within the deadline specified under this section.

An individual who is entitled to make an election under this section must notify the Trustees of that election within 90 days of the individual's receipt of the applicable benefit statement from the Trustees.

An individual who does not notify the Trustees of his or her election under this section within the deadline specified under this section will be deemed to have elected to receive a lump sum payment and will not be entitled to make any other election under this section.

SCHEDULE “B” - BRITISH COLUMBIA

For compliance with the British Columbia *Pension Benefits Standards Act* and the regulations thereunder, the following Rules and Regulations shall apply to Participants and Former Participants subject to the pension laws of British Columbia.

1. Section 1.32 – Definition of Spouse

“Spouse”, when used in reference to a Participant or Former Participant subject to the pension laws of British Columbia, means, as of any relevant date:

- (a) a person who is married to the Participant or Former Participant and had not been living separate and apart from the Participant or Former Participant for a continuous period longer than two years, or
- (b) a person who had been living with the Participant or Former Participant in a marriage-like relationship for a period of at least two years immediately preceding the relevant date.

2. Section 2.06 – Participant

An Employee subject to the pension laws of British Columbia shall become a Participant in the Pension Plan on the first day of the month following the earlier of the following dates:

- (a) the date the Employee has completed 500 hours of Covered Employment with a Contributing Employer, or
- (b) the date the Employee has earnings for hours of work in Covered Employment of not less than 35% of the YMPE in each of two consecutive Calendar Years,

unless the Trustees agree to a different commencement date for participation.

3. Section 3.10 – Pre-Retirement Survivor Benefit – Amount & Portability

In respect of a Participant or Former Participant subject to the pension laws of British Columbia, Section 3.10 will read as follows:

- (a) The surviving Spouse, of a Participant or Former Participant subject to the pension laws of British Columbia, shall be entitled to receive a Pre-Retirement Survivor Benefit of:
 - (i) a monthly amount, payable for the life of the surviving Spouse, the value of which is actuarially equivalent to 100% of the Commuted Value of the Participant’s or Former Participant’s pension benefit accrued to the date of death plus any excess contributions and interest;
 - (ii) a deferred monthly pension actuarially equivalent to 100% of the Commuted Value of the Participant’s or Former Participant’s pension benefit accrued to the date of death plus any excess contributions and interest; or

- (iii) a lump sum payment equal to 100% of the Commuted Value of the Participant's or Former Participant's pension benefit accrued to the date of death plus any excess contributions and interest.
- (b) If a Participant or a Former Participant subject to the pension laws of British Columbia dies before Normal Retirement Age, his or her surviving Spouse may make an election pursuant to subsection 4.05(a) with respect to the Commuted Value of the Pre-Retirement Survivor Benefit as if the surviving Spouse were the Participant or Former Participant. A transfer by a surviving Spouse pursuant to this subsection need not be locked-in if the surviving Spouse has been declared by the Canada Revenue Agency to be a non-resident for the purposes of the *Income Tax Act* (Canada).
- (c) A surviving Spouse who elects to make the transfer as provided in subsection (b) above must notify the Trustees of his or her election within 90 days of the receipt of the required statement from the Trustees. Upon electing to make the transfer provided under subsection (b) above, a surviving Spouse is not entitled to any further pension benefits in respect of the deceased Participant's or Former Participant's participation in the Pension Plan.
- (d) A surviving Spouse who does not make an election within the time period indicated in subsection (c) above shall be deemed to have elected to receive a monthly life annuity. Such surviving Spouse shall be deemed not to have the right to make any other election under this section.
- (e) In the event of the death of the surviving Spouse before pension payments commence to that Spouse following the death of the Participant or Former Participant and the Spouse has not elected to transfer the Commuted Value of the pension benefits pursuant to Section 4.05, the pension benefit shall be payable as a lump sum to the Spouse's Beneficiary or estate, as the case may be, which is equal to the pension benefit payable pursuant to subsection 3.10(a).

4. Subsection 3.16(b) – Fifty Per Cent Rule

In addition to the transfers detailed in subsection 3.16(b), if Employee contributions by a Participant subject to the pension laws of British Columbia plus credited interest exceed 50% of the Commuted Value of the Participant's accrued pension, such excess may also be transferred to a registered pension plan if that plan permits or transferred to an insurance company or prescribed savings institution to purchase a deferred pension or a prescribed retirement income fund.

5. Section 4.03 – Break in Service

For a Participant subject to the pension laws of British Columbia, in addition to the circumstances described in Section 4.03 in which he may elect to incur a Break in Service, he shall incur a Break in Service at the end of any period of two consecutive Calendar Years in which he has not completed at least 350 hours of Covered Employment.

6. Section 4.05 – Portability Option

In respect of a Participant or Former Participant subject to the pension laws of British Columbia, subsections 4.05(a) and (b) will read as follows:

Section 4.05 Portability Option

- (a) A Participant subject to the pension laws of British Columbia who incurs a Break in Service before the attainment of age 55, may elect to transfer the Commuted Value of his or her accrued benefit to:
- (i) the pension fund of another registered plan if that plan permits; or
 - (ii) a locked-in retirement account under the conditions prescribed by the *British Columbia Pension Benefits Standards Act*, and the regulations thereunder; or
 - (iii) purchase a deferred life annuity under an insurance contract of the type prescribed by the *British Columbia Pension Benefits Standards Act*, and the regulations thereunder; or
 - (iv) a retirement income fund of the type prescribed by the *British Columbia Pension Benefits Standards Act* and the regulations thereunder.

A transfer pursuant to this subsection need not be locked-in if the Participant has been declared by the Canada Revenue Agency to be a non-resident for the purposes of the *Income Tax Act* (Canada). Should the Participant have a Spouse at the time of the unlocking request, the transfer cannot occur unless the consent of the Spouse in the prescribed form has been delivered to the Trustees.

- (b) A Former Participant who elects to make the transfer as provided in subsection 4.05(a) must notify the Trustees of such election within 90 days of the issuance of the required benefit statement to the Former Participant.

7. Subsection 4.05(e) – Transfer out of the Plan upon Termination of Participation

A Participant subject to the pension laws of British Columbia who does not complete at least 350 hours of Covered Employment during any period of two consecutive calendar years, may elect to transfer an amount, equal to the Commuted Value of his deferred Normal Pension or Early Retirement Pension, out of the Pension Plan pursuant to subsection 4.05(a). However, such transfer is not permitted if the Participant accrues further pension benefits in the Pension Plan after the above time period, or if the transfer application is not received by the Trustees prior to the accrual of further pension benefits by the Participant.

8. Subsection 4.05(f) – Mandatory Transfer of Small Pension

For a Participant or Former Participant subject to the pension laws of British Columbia, if the Commuted Value of the Participant or Former Participant's accrued pension benefit is less than 20% of the YMPE for the calendar year in which his or her termination of participation or death

occurs, the Trustees may require the Former Participant or the surviving Spouse, as the case may be, to transfer the Commuted Value pursuant to subsection 4.05(a).

9. Section 4.06 – Credit Due to Work-Related Injury

The provisions of Section 4.06 are modified with respect to a Participant or Former Participant subject to the pension laws of British Columbia by deleting the words “Workplace Safety and Insurance Board of Ontario” and replacing them with the words “Workers’ Compensation Board of British Columbia”.

10. Section 5.05 – Commutation of Small Pension

In respect of a Participant or Former Participant subject to the pension laws of British Columbia, Section 5.05 shall read as follows:

Upon the earliest of a Break in Service, retirement, or death, a Participant or Former Participant or the surviving Spouse of a Participant or Former Participant who is deceased may elect to receive a single lump sum payment that is equal to the Commuted Value of his entitlement under the Plan in full settlement of any and all benefits to which such Participant, Former Participant, or surviving Spouse may be entitled under the Plan if the Commuted Value of the pension benefit to which he is entitled does not exceed 20% of the YMPE for the Calendar Year in which the earliest of the Break in Service, retirement, or death occurs.

11. Section 5.11 – Division of Benefits Upon Termination of Spousal Relationship

- (a) The entitlement to receive pension benefits from the Pension Plan of a Participant or Former Participant subject to the pension laws of British Columbia or the Spouse of a Participant or Former Participant subject to the pension laws of British Columbia is subject to any entitlements arising under a separation agreement or an order made pursuant to Part 5 of the British Columbia *Family Law Act*, or a similar order of a court located outside British Columbia enforceable in British Columbia that affects the payment or distribution of a person’s pension benefits arising under a division of pension pursuant to Part 6 of the *Family Law Act*.
- (b) A person claiming entitlement to pension benefits from the Pension Plan has the onus of proving to the satisfaction of the Trustees that the claimant is entitled to those pension benefits. The Trustees may require the claimant to provide evidence to prove entitlement, including evidence by way of affidavit, declaration or certificate.

12. Subsection 6.01(b) – For a Participant or a Former Participant Who has a Spouse – Joint and Survivor Benefit Waiver

In respect of Participants or Former Participants subject to the pension laws of British Columbia, the second paragraph of subsection 6.01(b) shall read as follows:

The payment of benefits under this standard form may be waived by a Participant or Former Participant subject to the pension laws of British Columbia if the Participant or Former Participant files with the Trustees a written waiver in the form prescribed by the British Columbia *Pension Benefits Standards Act* and the regulations thereunder that is signed by the

Spouse of the Participant or Former Participant in the presence of a witness and outside the presence of the Participant or Former Participant no more than 90 days before commencement of payment of the pension. A surviving Spouse is not eligible for a survivor's pension if prior to commencement of payment of the Participant's or Former Participant's pension the Trustees receive notice of a division of pension entitlement which arises pursuant to a separation agreement or order described in subsection 5.11(a).

12.1 Section 6.02(d)(i) — Conditions of Election

In respect of an individual subject to the pension laws of British Columbia, the following paragraph (F) shall be added to subsection 6.02(d)(i) immediately following paragraph (E):

- (F) If a Pensioner dies before the minimum guaranteed monthly payments under the applicable optional form of payment are paid, the Spouse shall be entitled to the monthly payments for the balance of the guarantee period. However, if the Spouse waives his entitlement in respect of any minimum guaranteed monthly payments by signing a written waiver in the form prescribed by the *British Columbia Pension Benefits Standards Act* and the regulations thereunder, that is signed by the Spouse in the presence of a witness and outside the presence of the Pensioner before commencement of payment of the pension and such waiver is provided to the Trustees before commencement of payment of the pension or the Spouse predeceases the Pensioner, the Beneficiary of the Pensioner shall be entitled to the monthly payments for the balance of the guarantee period.

13. Subsection 6.02(e) – Amount of Pension Payable to Disabled Person with Shortened Life Expectancy

The provisions of subsection 6.02(e) have no application to a Participant or Former Participant subject to the pension laws of British Columbia who is receiving a pension from the Pension Plan.

14. Section 5.12 — Lump Sum Transferrable to an RRSP or RRIF

For an individual subject to the pension laws of British Columbia, Section 5.12 shall read as follows:

An individual who entitled to receive an amount payable under this Plan in the form of a lump sum payment may elect to have that lump sum payment transferred directly to a registered retirement savings plan or a registered retirement income fund, each as established under the *Income Tax Act* (Canada), to the extent permitted under the *Income Tax Act* (Canada) by notifying the Trustees of such election within the deadline specified under this section.

An individual who is entitled to make an election under this section must notify the Trustees of that election within 90 days after the Trustees issue the applicable benefit statement to the individual.

An individual who does not notify the Trustees of his or her election under this section within the deadline specified under this section will be deemed to have elected to receive a lump sum payment and will not be entitled to make any other election under this section.

SCHEDULE “C” - MANITOBA

For compliance with the Manitoba *Pension Benefits Act* and the regulations thereunder, the following Rules and Regulations shall apply to Participants and Former Participants subject to the pension laws of Manitoba.

1. Section 1.32 - Definition of Spouse

In respect of a Participant or Former Participant subject to the pension laws of Manitoba, Section 1.32 will read as follows:

“Spouse” when used in reference to a Participant or Former Participant subject to the pension laws of Manitoba shall mean:

- (a) a person who is married to the Participant or Former Participant;
- (b) a person, who with the Participant or Former Participant, has registered their common-law relationship pursuant to Section 13.1 of the *Vital Statistics Act* of Manitoba; or
- (c) a person who, not being married to the Participant or Former Participant, has cohabited with the Participant or Former Participant in a conjugal relationship,
 - (i) for a period of at least three years, if either of them is married; or
 - (ii) for a period of at least one year, if neither of them is married.

2. Section 2.06 - Participant

In respect of an Employee subject to the pension laws of Manitoba, Section 2.06 will read as follows:

- (d) An Employee subject to the pension laws of Manitoba shall become a Participant in the Pension Plan on the first day of the month following the earliest occurrence of:
 - (i) the Employee’s completion of 500 hours of Covered Employment with a Contributing Employer; or
 - (ii) the Employee’s completion of 350 hours of Covered Employment with one or more Contributing Employers during two consecutive calendar years,
 unless the Trustees agree to a different commencement date for participation.
- (e) A non-full-time Employee subject to the pension laws of Manitoba shall become a Participant in the Pension Plan on the first day of the month following which the Employee has earnings of at least 25% of the YMPE in each of two consecutive calendar years for hours of work in Covered Employment.

3. Section 4.03 – Break in Service

In respect of a Participant subject to the pension laws of Manitoba, the following paragraphs shall be added to Section 4.03:

In addition to the circumstances described in the preceding paragraphs in which he may elect to incur a Break in Service, a Participant shall incur a Break in Service upon the first to occur of:

- (i) the termination of both the Participant's Covered Employment and the Participant's membership in the Canadian Union of Public Employees or the Service Employees International Union, whichever is applicable;
- (ii) the cessation of his membership in a class of Employees that is covered by the Pension Plan; and
- (iii) no Contributions to the Plan have been made by or on behalf of the Participant for a period of two consecutive Calendar Years.

Notwithstanding the foregoing, a Participant shall not incur a Break in Service for a period, not exceeding 54 weeks, immediately before and after which he was working or providing a service for a Contributing Employer and during which he was not working or providing a service for that Contributing Employer but there was a reasonable expectation that he would return to working or providing a service for that Contributing Employer.

4. Section 3.09 – Pre-Retirement Survivor Benefit - Eligibility

In respect of a Participant or Former Participant subject to the pension laws of Manitoba, Section 3.09 will read as follows:

- (a) The Spouse of a Participant or Former Participant subject to the pension laws of Manitoba shall be entitled to a Pre-Retirement Survivor Benefit if that Participant or Former Participant dies before commencement of pension payment..
- (b) A Spouse of a Participant or Former Participant subject to the pension laws of Manitoba shall not be entitled to a Pre-Retirement Survivor Benefit if, at the time of death of the Participant or Former Participant, the Participant or Former Participant was living separate and apart from the Spouse by reason of a breakdown of their relationship or the Spouse has waived his or her entitlement to the Pre-Retirement Survivor Benefit in accordance with subsection (c) and the waiver has not been revoked before the death of the Participant or Former Participant as provided for under subsection (c).
- (c) The right of the Spouse of a Participant or Former Participant subject to the pension laws of Manitoba to the Pre-Retirement Survivor Benefit may be waived by filing a written waiver with the Trustees in the form prescribed by the Act and after being given the information required by the Act in accordance with the requirements of the Act. If this waiver is filed with the Trustees in accordance with this provision and not revoked before the death of the Participant or Former Participant, the Participant or Former Participant shall be considered not to have a Spouse for the purposes of the Pre-Retirement Survivor Benefit and the sections

on Pre-Retirement Death Benefit shall apply. This waiver may be revoked before the death of the Participant or Former Participant by filing, with the Trustees, a written revocation signed by the Participant or Former Participant and the Spouse who granted the waiver.

5. Subsection 3.10 – Pre-Retirement Survivor Benefit – Amount

In respect of a Participant or Former Participant subject to the pension laws of Manitoba, the following subsections will be added to Section 3.10:

- (d) In the case of a deceased Participant or Former Participant subject to the pension laws of Manitoba, subsection (c) shall have no application.
- (e) The Pre-Retirement Survivor Benefit shall exclude any amount that may become payable on account of the division of the pension or pension benefit credit of the Participant or Former Participant in accordance with Section 5.11.

6. Subsections 3.10(f), (g) and (h) – Portability Option

In respect of a Participant or Former Participant subject to the pension laws of Manitoba, the following further subsections will be added to Section 3.10:

- (f) The surviving Spouse of a Participant or Former Participant subject to the pension laws of Manitoba who is entitled to receive a Pre-Retirement Survivor Benefit may elect to transfer the Pre-Retirement Survivor Benefit to a locked-in retirement account or a life income fund, both as defined in the Act, or to such other plan or arrangement permitted for such a transfer under the Act.
- (g) To elect to transfer the Pre-Retirement Survivor Benefit as described under subsection (f), a surviving Spouse must notify the Trustees of his or her election within 90 days after receipt of the required benefits statement from the Trustees. Upon electing to make the transfer provided under (f) above, a surviving Spouse is not entitled to any further pension benefits in respect of the deceased Participant's or Former Participant's participation in the Pension Plan.
- (h) A surviving Spouse who does not make an election within the time period indicated in subsection (g) shall be deemed to have elected to receive a monthly life annuity from the Plan. Such surviving Spouse shall not to have the right to make any other election under this section.

6.1 3.12 – Pre-Retirement Death Benefit Amount

In respect of a Participant or Former Participant subject to the pension laws of Manitoba, Section 3.12 shall read as follows:

The Participant's or Former Participant's Beneficiary or estate shall be entitled to receive a Pre-Retirement Death Benefit of a lump sum payment, the value of which is equal to 100% of the Commuted Value of the Participant's or Former Participant's pension benefit accrued to the date of death, however, the Pre-Retirement Death Benefit shall exclude any amount that may become

payable on account of the division of the pension or pension benefit credit of the Participant or Former Participant in accordance with Section 5.11.

7. Subsection 3.16 – Fifty Per Cent Rule

In respect of a Participant or Former Participant subject to the pension laws of Manitoba, subsection 3.16(b) will read as follows:

- (b) If Employee Contributions plus Credited Interest exceed fifty percent (50%) of the Commuted Value of the accrued pension of the Participant or Former Participant, such excess may be:
 - (i) if elected by the Participant or Former Participant, refunded to the Participant or Former Participant, as the case may be; or
 - (ii) if elected by the Participant or Former Participant, used to provide an additional amount of pension calculated in accordance with recommendations from the Actuary; or
 - (iii) if elected by the Participant or Former Participant, transferred to a registered retirement savings plan or registered retirement income fund as defined in the *Income Tax Act* (Canada), to the extent permitted by the *Income Tax Act* (Canada), or to such other plan or arrangement permitted under the Act for such a transfer; or
 - (iv) in the case of a deceased Participant or Former Participant, paid to the Spouse, Beneficiary, or estate, as the case may be, in a lump sum.

7.1 Section 3.18 – Cessation of Active Membership after Normal Retirement Age

In respect of an individual subject to the pension laws of Manitoba, Section 3.18 shall be inserted immediately following Section 3.17:

Section 3.18 – Cessation of Active Membership after Normal Retirement Age

If a Participant or Former Participant ceases to be an active member, as defined in and as provided for under the Act, after reaching the Normal Retirement Age his pension must not be less than the greater of:

- (a) the pension otherwise determined, taking into account the additional benefits accrued after he or she reached the Normal Retirement Age; and
- (b) the actuarial equivalent, as at the date he ceased to be an active member, as defined in and as provided for under the Act, of the pension that would have been payable if he had retired at the Normal Retirement Age.

8. Section 4.05 – Portability Option

In respect of a Participant or Former Participant subject to the pension laws of Manitoba, subsections 4.05(a) and (b) will read as follows:

Section 4.05 – Portability Option

- (a) A Participant subject to the pension laws of Manitoba who incurs a Break in Service before the attainment of age of 55 may elect to require that the Commuted Value of his accrued benefit be:
- (i) transferred to the pension fund of another registered pension plan if that plan permits; or
 - (ii) transferred to a locked-in retirement account as defined under the Act; or
 - (iii) used for the purchase for him or her of a life annuity contract of the kind permitted under the Act.
- (b) The Participant subject to the pension laws of Manitoba who elects an option under subsection 4.05(a) must notify the Trustees of such election within ninety (90) days of his receipt of the required benefits statement. A Participant subject to the pension laws of Manitoba who does not make an election within this time period shall be deemed to have elected to receive a Deferred Pension payable from the Plan and shall not have the right to make any other election under this section.

9. Section 4.06 – Credit Due to Work-Related Injury

The provisions of Section 4.06 are modified with respect to a Participant or Former Participant subject to the pension laws of Manitoba by deleting the words “Workplace Safety and Insurance Board of Ontario” and replacing them with the words “Workers Compensation Board of Manitoba”.

10. Section 5.05 – Commutation of Small Pension

In respect of a Participant or Former Participant subject to the pension laws of Manitoba, Section 5.05 shall read as follows:

Upon the earliest of a Break in Service, retirement, or death, the Trustees shall make a single lump sum payment to the Participant or Former Participant or the surviving Spouse of a Participant or Former Participant who is deceased that is equal to the Commuted Value of his entitlement under the Plan in full settlement of any and all benefits to which he may be entitled under the Plan if:

- (i) the monthly pension benefit payable to him at Normal Retirement Age is not more than 1/12 of 4% of the YMPE for the Calendar Year in which the earliest of the Break in Service, retirement, or death occurs; or
- (ii) the Commuted Value of the pension benefit to which he is entitled is less than 20% of the YMPE for the Calendar Year in which the earliest of the Break in Service, retirement, or death occurs.

If the above conditions are met with respect to the Spouse's share of the Participant's or Former Participant's accrued pension benefits as provided for under Section 5.11, the Commuted Value of the share to which the Spouse is entitled shall be paid as a single lump sum payment in full settlement of any and all benefits to which he may be entitled under the Plan.

11. 5.11 – Division of Benefits Upon Termination of Spousal Relationship

In respect of a Participant or Former Participant subject to the pension laws of Manitoba, Section 5.11 shall read as follows:

- (a) The pension or pension benefit credit under the Plan of a Participant or Former Participant subject to the pension laws of Manitoba shall be divided on breakdown of his or her relationship with his Spouse in accordance with the provisions of the Act.
- (b) Subsection (a) shall apply only to:
 - (i) Spouses who began living separate and apart from each other after 1983; and
 - (ii) Spouses under paragraphs (b) and (c) of Section 1.32 who began living separate and apart from each other on or after June 30, 2004; began living separate and apart from each other after 1983 and before June 30, 2004, if a declaration was filed in respect of their relationship under Section 31(5) of the Act as it read before June 30, 2004; or were living separate and apart on June 30, 2004, but resumed cohabiting with each other for a period of at least ninety (90) days after that day.
- (c) Where a person becomes entitled to a portion of a pension or pension benefit credit under subsection (a), that person is only entitled to receive a portion of the payments payable under the Plan or to transfer the portion of the pension benefit credit to which such person is entitled to (i) another pension plan in which the person is a member, if permitted by the terms of that pension plan, or (ii) a life income fund or locked-in retirement account, both as defined under the Act, or to such other arrangement permitted under the Act.
- (d) A Participant or Former Participant subject to the pension laws of Manitoba and a person who is entitled under the Act and this Plan to a division of the Participant's or Former Participant's pension or pension benefit credit under the Plan may enter into a written agreement that complies with the Act not to divide the pension or pension benefit credit between them. They may enter into such a written agreement after each has received independent legal advice and such other information required under the Act in accordance with the requirements of the Act. Once a written agreement in accordance with this subsection (d) is filed with the Trustees, subsection (a) no longer applies to require a division of the Participant's or Former Participant's pension or pension benefit credit.
- (e) A person who is entitled to a division under subsection (a), or would be so entitled by obtaining a court order, may waive that entitlement, after being given the

information required under the Act in accordance with the Act, by signing and filing with the Trustees a waiver in the form approved under the Act.

12. Subsection 6.01(b) – For a Participant or Former Participant Who has a Spouse – Joint and Survivor Benefit

In respect of a Participant or Former Participant subject to the pension laws of Manitoba, before May 31, 2010, subsection 6.01(b) is to be read by deleting the figure “60%” wherever it occurs and replacing it with “66 2/3%”. Effective May 31, 2010, subsection 6.01(b) of the Plan is to be read as providing a 60% Joint and Survivor Benefit in relation to Participants and Former Participants subject to the pension laws of Manitoba.

13. Subsection 6.01(b) – For a Participant or Former Participant Who has a Spouse – Joint and Survivor Benefit Waiver

In respect of a Participant or Former Participant subject to the pension laws of Manitoba, the second paragraph of subsection 6.01(b) shall be replaced with the following paragraphs:

The payment of benefits under this standard form may be waived by the Participant or Former Participant subject to the pension laws of Manitoba if the Participant or Former Participant files with the Trustees a written waiver in the form prescribed by the Act after being given the information required by the Act in accordance with the requirements of the Act. Such a waiver must be signed, within sixty days before the commencement of the pension of the Participant or Former Participant, by the Spouse in the presence of a witness and outside the presence of the Participant or Former Participant. A Spouse who has provided a waiver may revoke the waiver at any time before the pension commences by filing a written revocation with the Trustees. If a waiver is filed with the Trustees in accordance with this provision and not revoked before the pension commences, the Participant or Former Participant shall be considered not to have a Spouse for the purposes of the Joint and Survivor Benefit.

A Spouse is not eligible for a Joint and Survivor Benefit if immediately before the pension commences, the Spouse is living separate and apart from the Participant or Former Participant by reason of the breakdown of their relationship as Spouses.

14. Subsection 6.02(e) – Variation of Benefits for Shortened Life Expectancy

The provisions of subsection 6.02(e) have no application to a Participant or Former Participant subject to the pension laws of Manitoba who is receiving a pension from the Pension Plan.

15. Section 5.12 — Lump Sum Transferrable to an RRSP or RRIF

For an individual subject to the pension laws of Manitoba, Section 5.12 shall read as follows:

An individual who entitled to receive an amount payable under this Plan in the form of a lump sum payment may elect to have that lump sum payment transferred directly to a registered retirement savings plan or a registered retirement income fund, each as established under the *Income Tax Act* (Canada), to the extent permitted under the *Income Tax Act* (Canada) by notifying the Trustees of such election within the deadline specified under this section.

An individual who is entitled to make an election under this section must notify the Trustees of that election within 90 days of the individual's receipt of the applicable benefit statement from the Trustees.

An individual who does not notify the Trustees of his or her election under this section within the deadline specified under this section will be deemed to have elected to receive a lump sum payment and will not be entitled to make any other election under this section.

SCHEDULE "D" - NEW BRUNSWICK

For compliance with the New Brunswick *Pension Benefits Act* and the regulations thereunder, the following Rules and Regulations shall apply to Participants and Former Participants subject to the pension laws of New Brunswick.

1. Section 1.32 – Definition of Spouse

“Spouse”, when used in reference to a Participant or Former Participant subject to the pension laws of New Brunswick, means a person who at the relevant time:

- (a) is married to the Participant or Former Participant;
- (b) is married to the Participant or Former Participant by a marriage that is voidable and that has not been voided by a declaration of nullity;
- (c) has gone through a form of marriage with the Participant or Former Participant in good faith that is void and is cohabiting or has cohabited with the Participant or Former Participant within the preceding year; or
- (d) not being married to the Participant or Former Participant,
 - (i) in the case of death before retirement of the Participant or Former Participant, a person who was cohabiting in a conjugal relationship with a Participant or Former Participant at the time of death of the Participant or Former Participant and was cohabiting in a conjugal relationship with the Participant or Former Participant for a continuous period of at least two years immediately before the death of the Participant or Former Participant;
 - (ii) in the case of the breakdown of a common law partnership, a person who was cohabiting in a conjugal relationship with the Participant or Former Participant for a continuous period of at least two years immediately before the date of the breakdown of the common law partnership; or
 - (iii) in any other case, a person who, at the particular time under consideration, is cohabiting in a conjugal relationship with the Participant or Former Participant and has so cohabited for a continuous period of at least two years immediately before that time.

For the purposes of this section, the term “common law partnership” means the relationship between a Participant and Former Participant and his Spouse under paragraph (d) of this section.

If a Spouse under paragraph (a), (b) or (c) of this section and a Spouse under paragraph (d) of this section both claim a right to a benefit under this Plan, the Spouse under paragraphs (a), (b) or (c) is entitled to the right or benefit, if otherwise eligible, unless there is a valid domestic contract between the Participant and Former Participant and

such Spouse or a decree, order or judgment of a competent tribunal that bars such Spouse's claim.

2. Section 2.06 – Participant

An Employee subject to the pension laws of New Brunswick shall become a Participant in the Pension Plan on the first day of the month following the earliest occurrence of:

- (a) the Employee's completion of 500 hours of Covered Employment with a Contributing Employer, or
- (b) the Employee's completion of 350 hours of Covered Employment with one or more Contributing Employers during two consecutive calendar years in which the Employee has earnings of not less than 35% of the YMPE in each year,

unless the Trustees agree to a different commencement date for participation.

3. Subsection 3.09(b) – Spouse's Waiver of Pre-Retirement Death Benefit

The provisions of subsection 3.09(b) have no application to a Participant or Former Participant subject to the pension laws of New Brunswick.

4. Subsection 3.10(a) and (b) – Pre-Retirement Survivor Benefit – Amount

Subsections 3.10(a) and 3.10(b) have no application to the surviving Spouse of a deceased Participant or deceased Former Participant subject to the pension laws of New Brunswick.

5. Subsections 3.16(b)(i) and (ii) – Fifty Per Cent Rule

The provisions of subsections 3.16(b)(i) and 3.16(b)(ii) have no application to a Participant or Former Participant subject to the pension laws of New Brunswick.

6. Subsection 4.05 – Portability Option

In respect of a Participant or Former Participant subject to the pension laws of New Brunswick, subsections 4.05(a) and (b) will read as follows:

Section 4.05 Portability Option

- (a) A Participant subject to the pension laws of New Brunswick who incurs a Break in Service before the attainment of age 55 may elect to transfer the Commuted Value of his accrued benefit in full satisfaction and settlement of his entitlement to any payment or benefit under the Plan or Trust Fund to:
 - (i) the pension fund of another registered pension plan if that plan permits; or
 - (ii) a locked-in savings arrangement prescribed by the Act; or

- (iii) purchase a deferred life annuity under an insurance contract of the type prescribed by the Act to commence no sooner than the date upon which the Former Participant attains age 55.
- (b) A Former Participant who wants to elect to make a transfer pursuant to subsection 4.05(a) must notify the Trustees of such election under subsection 4.05(a) within 90 days of the Former Participant's receipt of the required benefit statement from the Trustees.

A Former Participant who elects to make a transfer pursuant to subsection 4.05(a) shall cease to be a Former Participant and shall not be entitled to any further payment or benefit from the Plan or the Trust Fund.

7. Subsection 4.05(e) – Mandatory Transfer

The Trustees may require a Former Participant subject to the pension laws of New Brunswick to transfer the Commuted Value of his or her accrued pension benefit pursuant to subsection 4.05(a) if the Commuted Value is less than 10% of the YMPE for the year in which the Former Participant's termination of participation occurred.

8. Section 4.06 – Credit Due to Work-Related Injury

The provisions of Section 4.06 are modified with respect to a Participant or Former Participant subject to the pension laws of New Brunswick by deleting the words "Workplace Safety and Insurance Board of Ontario" and replacing them with the words "Workplace Health, Safety and Compensation Commission of New Brunswick".

9. Section 5.05 – Commutation of Small Pension

In respect of a Participant or Former Participant subject to the pension laws of New Brunswick, Section 5.05 shall read as follows:

When a Participant or Former Participant incurs a Break in Service or retires, the Participant or Former Participant may elect to receive a single lump sum payment that is equal to the Commuted Value of his entitlement under the Plan in full settlement of any and all benefits to which such Participant or Former Participant may be entitled under the Plan if:

- (i) the Adjusted Commuted Value is less than 40% of the YMPE for the Calendar Year in which the Break in Service or retirement occurs; and
- (ii) the monthly pension benefit payable at Normal Retirement Age to the Participant or Former Participant does not exceed \$80.00 per month; and
- (iii) the Spouse, if any, of the Participant or Former Participant completes a waiver in the form prescribed under the New Brunswick Pension Benefits Act and the regulations thereunder.

For the purposes of this section, the Adjusted Commuted Value means the amount calculated using the following formula:

$$A = V \times 1.06^{65-n}$$

Where:

A = the Adjusted Commuted Value of the pension to which he is entitled;

V = the Commuted Value of the pension to which he is entitled;

n = the age of the Participant or Former Participant on December 31 of the Calendar Year in which the Break in Service, or retirement occurred but shall not be greater than 65.

10. Section 5.11 – Division of Benefits Upon Termination of Spousal Relationship

- (a) If a court, on an application to divide spousal property under the New Brunswick *Marital Property Act* or under similar legislation in another jurisdiction, makes an order in relation to pension benefits accrued by a Participant or Former Participant subject to the pension laws of New Brunswick, the Commuted Value of the pension benefits shall be determined in accordance with the New Brunswick *Pension Benefits Act* and the regulations thereunder as of the date of breakdown of the spousal relationship and shall be divided in accordance with the order of the court.
- (b) The portion of the pension benefits to which a Spouse of a Participant or Former Participant is entitled pursuant to a court order referred to in subsection (a) must be transferred out of the Pension Plan pursuant to Section 4.05.
- (c) If the Spouse of the Participant or Former Participant fails to direct the Trustees in relation to the manner in which his or her entitlement is to be dealt with under Section 4.05, the Spouse of the Participant or Former Participant shall be deemed to have directed the Trustees to purchase a deferred life annuity.
- (d) If pension benefits under the Pension Plan have been divided in accordance with subsection (a), the Spouse of the Participant or Former Participant has no further rights under the Pension Plan and the pension benefits of the Participant or Former Participant shall be revalued in accordance with the New Brunswick *Pension Benefits Act* and the regulations thereunder.
- (e) If a marriage contract or a separation agreement as defined in the New Brunswick *Marital Property Act* provides for the division of pension benefits accrued under the Pension Plan on breakdown of the spousal relationship, the Commuted Value of the pension benefits shall be determined as of the date of the breakdown of the spousal relationship in accordance with the New Brunswick *Pension Benefits Act* and the regulations thereunder and shall be divided in accordance with the marriage contract or separation agreement.
- (f) A division of pension benefits accrued under the Pension Plan on breakdown of the spousal relationship pursuant to a marriage contract or a separation agreement shall not result in a reduction of the Commuted Value of the pension benefits of the Participant or Former Participant by more than 50%.

- (g) Subsections (b), (c) and (d) apply with the necessary modifications to a division of pension benefits under subsection (e).
- (h) The Commuted Value of pension benefits for the purposes of this section that are not deferred pensions shall be determined as if the Participant had terminated participation on the date of the breakdown of the spousal relationship.
- (i) A division of pension benefits or contributions applies only in relation to pension benefits or contributions accrued between the date of the commencement of the spousal relationship and the date of the breakdown of that relationship.
- (j) The division of pension benefits under this section is limited by any restrictions imposed by the New Brunswick *Pension Benefits Act* or the regulations thereunder regarding the payment of money out of the Pension Plan.
- (k) Where a marriage contract, a separation agreement or an order referred to above provides for payment by the Participant or Former Participant of a sum equal to and in lieu of the amount owing to the Spouse of the Participant or Former Participant in relation to pension benefits, the Trustees and the Pension Plan are not liable for any such payments.

11. Subsection 6.02(e) – Variation of Benefits for Shortened Life Expectancy

The provisions of subsection 6.02(e) have no application to a Participant or Former Participant subject to the pension laws of New Brunswick who is receiving a pension from the Pension Plan.

12. Section 5.12 — Lump Sum Transferrable to an RRSP or RRIF

For an individual subject to the pension laws of New Brunswick, Section 5.12 shall read as follows:

An individual who entitled to receive an amount payable under this Plan in the form of a lump sum payment may elect to have that lump sum payment transferred directly to a registered retirement savings plan or a registered retirement income fund, each as established under the *Income Tax Act* (Canada), to the extent permitted under the *Income Tax Act* (Canada) by notifying the Trustees of such election within the deadline specified under this section.

An individual who is entitled to make an election under this section must notify the Trustees of that election within 90 days of the individual's receipt of the applicable benefit statement from the Trustees.

An individual who does not notify the Trustees of his or her election under this section within the deadline specified under this section will be deemed to have elected to receive a lump sum payment and will not be entitled to make any other election under this section.

SCHEDULE “E” - NEWFOUNDLAND AND LABRADOR

For compliance with the Newfoundland and Labrador *Pension Benefits Act* and the regulations thereunder, the following Rules and Regulations shall apply to Participants and Former Participants subject to the pension laws of Newfoundland and Labrador.

1. Section 1.32 – Definition of Spouse

“Spouse” when used in reference to any Participant or Former Participant subject to the pension laws of Newfoundland and Labrador shall mean a person who at the relevant time:

- (a) is married to the Participant or Former Participant;
- (b) is married to the Participant or Former Participant by a marriage that is voidable and has not been voided by a declaration of nullity;
- (c) has gone through a form of marriage with the Participant or Former Participant, in good faith, that is void and is cohabiting or has cohabited with the Participant or Former Participant during the preceding year;
- (d) has cohabited continuously with the Participant or Former Participant in a conjugal relationship for not less than three years, if the Participant or Former Participant is the Spouse of another person; or
- (e) has cohabited continuously with the Participant or Former Participant in a conjugal relationship for not less than one year, if the Participant or Former Participant is not the Spouse of another person.

2. Section 2.06 – Participant

An Employee subject to the pension laws of Newfoundland and Labrador shall become a Participant in the Pension Plan on the first day of the month following the earliest occurrence of:

- (a) the Employee’s completion of 500 hours of Covered Employment with a Contributing Employer, or
- (b) the Employee having earned from Covered Employment with one or more Contributing Employers not less than 35% of the YMPE in each of two consecutive calendar years,

unless the Trustees agree to a different commencement date for participation.

3. Subsection 3.09(b) – Spouse’s Waiver of Pre-Retirement Death Benefit

The provisions of subsection 3.09(b) have no application to a Participant or Former Participant subject to the pension laws of Newfoundland and Labrador.

4. Section 3.10 – Pre-Retirement Survivor Benefit – Amount

In respect of a Participant or Former Participant subject to the pension laws of Newfoundland and Labrador, Section 3.10 will read as follows:

Section 3.10 Pre-Retirement Survivor Benefit – Amount

- (a) The surviving Spouse of a Participant or Former Participant who died prior to becoming eligible to receive an Early Retirement Pension shall be entitled to receive a Pre-Retirement Survivor Benefit of a monthly amount, payable for the life of the surviving Spouse, the value of which is actuarially equivalent to 100% of the Commuted Value of the Participant's or Former Participant's pension accrued to his date of death.

Such surviving Spouse may make an election pursuant to subsection 4.05(a) with respect to the Commuted Value of the Pre-Retirement Survivor Benefit as if the surviving Spouse were the Participant or Former Participant.

- (b) The surviving Spouse of a Participant or Former Participant who died after becoming eligible to receive an Early Retirement Pension, but before receiving an Early Retirement Pension shall receive the joint and survivor benefit that would have been payable to the surviving Spouse pursuant to subsection 6.01(b) had the deceased Participant or Former Participant been retired and in receipt of the joint and survivor form of pension at the time of his death.

5. **Section 3.16– Fifty Per Cent Rule**

In addition to the permitted transfers detailed in subsection 3.16(b), if Employee Contributions by a Participant subject to the pension laws of Newfoundland and Labrador plus credited interest exceed 50% of the Commuted Value of the Participant's accrued pension, such excess may also be transferred to a registered pension plan if that plan permits or transferred to an insurance company to purchase a life annuity.

6. **Section 4.05 – Portability Option**

In respect of a Participant or Former Participant subject to the pension laws of Newfoundland and Labrador, subsections 4.05(a) and (b) will read as follows:

Section 4.05 Portability Option

- (a) A Participant subject to the pension laws of Newfoundland and Labrador who incurs a Break in Service before the attainment of age 55, may elect to transfer the Commuted Value of his or her accrued pension benefit to:
- (i) the pension fund of another registered plan if that plan permits; or
 - (ii) a locked-in retirement savings arrangement of the kind prescribed by the Newfoundland and Labrador *Pension Benefits Act* and the regulations thereunder; or
 - (iii) purchase a deferred life annuity of the kind prescribed by the Newfoundland and Labrador *Pension Benefits Act* and the regulations thereunder.

- (b) A Former Participant who elects to make the transfer as provided in subsection 4.05(a) must notify the Trustees of such election within 60 days of the Former Participant's termination of participation

7. Section 4.06 – Credit Due to Work-Related Injury

The provisions of Section 4.06 are modified with respect to a Participant or Former Participant subject to the pension laws of Newfoundland and Labrador by deleting the words “Workplace Safety and Insurance Board of Ontario” and replacing them with the words “Workplace Health, Safety and Compensation Commission of Newfoundland and Labrador”.

8. Section 5.11 – Division of Benefits upon Termination of Spousal Relationship

- (a) The Administrator of the Pension Plan shall divide the pension benefits of a Participant or Former Participant subject to the pension laws of Newfoundland and Labrador:
 - (i) where a court has made an order for the division of Spousal property under the Newfoundland and Labrador *Family Law Act* or a similar order of a court outside the province enforceable in accordance with the court order; or
 - (ii) where the Participant and his or her Spouse or the Former Participant and his or her Spouse have entered into a separation agreement, within the meaning of the Newfoundland and Labrador *Family Law Act*, to divide their Spousal property in accordance with a separation agreement.
- (b) The value of the pension benefits to be divided shall be calculated in accordance with the Newfoundland and Labrador *Pension Benefits Act* and the regulations thereunder but any such division shall not reduce the Commuted Value of the Participant's or Former Participant's pension benefits to less than 50% of their value prior to the division.
- (c) If a Participant is not entitled to a deferred pension benefit at the date of the breakdown of the Spousal relationship, the portion of the Participant's contributions and interest to be credited to the Spouse shall be paid in cash by the Pension Plan to the Spouse.
- (d) Where a Participant or Former Participant is not eligible to receive a pension without reduction, the Spouse is entitled to have a proportionate share of the pension benefit transferred from the Pension Plan to the credit of the Spouse.
- (e) Where a Participant or Former Participant is eligible to receive a pension without reduction but has not yet begun to receive a pension from the Pension Plan, the Spouse is entitled to receive a separate pension from the Pension Plan as prescribed by the Newfoundland and Labrador *Pension Benefits Act* and the regulations thereunder.
- (f) Where a Former Participant is receiving a pension, the Spouse is entitled to a proportionate share of the benefits paid as a separate pension from the Pension Plan until the Spouse's death or the termination of the pension under the Plan, whichever occurs first.

(g) Where an amount has been transferred from the Pension Plan or used to provide a separate pension to a Spouse in accordance with an order or agreement pursuant to subsection (a):

- (i) the Participant's pension benefit shall be adjusted as prescribed by the Newfoundland and Labrador *Pension Benefits Act* and the regulations thereunder;
- (ii) the Spouse has no entitlement to any further benefits from the Pension Plan; and
- (iii) the Pension Plan is not liable to any person for having complied with an order or agreement pursuant to subsection (a).

9. Subsection 6.01(b) – For a Participant or a Former Participant who has a Spouse – Joint and Survivor Benefit Waiver

The requirement that the spousal waiver be filed within the 12 months immediately preceding the commencement of benefit payments has no application to Participants and Former Participants subject to the pension laws of Newfoundland and Labrador and their Spouses.

10. Subsection 6.02(e) – Variation of Benefits for Shortened Life Expectancy

The provisions of subsection 6.02(e) have no application to a Participant or Former Participant subject to the pension laws of Newfoundland and Labrador.

11. Section 5.12 — Lump Sum Transferrable to an RRSP or RRIF

For an individual subject to the pension laws of Newfoundland and Labrador, Section 5.12 shall read as follows:

An individual who entitled to receive an amount payable under this Plan in the form of a lump sum payment may elect to have that lump sum payment transferred directly to a registered retirement savings plan or a registered retirement income fund, each as established under the *Income Tax Act* (Canada), to the extent permitted under the *Income Tax Act* (Canada) by notifying the Trustees of such election within the deadline specified under this section.

An individual who is entitled to make an election under this section must notify the Trustees of that election within 60 days after the Trustees issue the applicable benefit statement to the individual.

An individual who does not notify the Trustees of his or her election under this section within the deadline specified under this section will be deemed to have elected to receive a lump sum payment and will not be entitled to make any other election under this section.

SCHEDULE “F” - NOVA SCOTIA

For compliance with the Nova Scotia *Pension Benefits Act* and the regulations thereunder, the following Rules and Regulations shall apply to Participants and Former Participants subject to the pension laws of Nova Scotia.

1. Section 1.32 – Definition of Spouse

“Spouse”, when used in reference to any Participant or Former Participant subject to the pension laws of Nova Scotia, means either of two persons who, at the relevant time:

- (i) are married to each other;
- (ii) are married to each other by a marriage that is voidable and that has not been annulled by a declaration of nullity;
- (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, where they have ceased to cohabit, have cohabited within the twelve-month period immediately preceding the relevant time;
- (iv) are domestic partners of each other within the meaning of Section 52 of the Nova Scotia *Vital Statistics Act*, or
- (v) not being married to each other, cohabited in a conjugal relationship with each other,
 - (a) for a period of at least three years, if either of them is married, or
 - (b) for a period of at least one year, if neither of them is married.

2. Section 2.06 – Participant

An Employee subject to the pension laws of Nova Scotia shall become a Participant in the Pension Plan on the first day of the month following the earliest occurrence of:

- (a) the Employee’s completion of 500 hours of Covered Employment with a Contributing Employer, or
 - (b) the Employee’s completion of 350 hours of Covered Employment with one or more Contributing Employers during two consecutive calendar years in which the Employee has earnings of not less than 35% of the YMPE in each year,
- unless the Trustees agree to a different commencement date for participation.

3. Section 4.03 – Break in Service

For a Participant subject to the pension laws of Nova Scotia, in addition to the circumstances described in Section 4.03 in which he may elect to incur a Break in Service, he shall incur a Break in Service if he so elects after his trade union ceases to represent him in accordance with the Nova Scotia *Trade Union Act* and he joins a different pension plan.

4. Subsection 3.09(b) – Spouse’s Waiver of Pre-Retirement Death Benefit

The provisions of subsection 3.09(b) have no application to a Participant or Former Participant subject to the pension laws of Nova Scotia.

5. Section 3.10 – Pre-Retirement Survivor Benefit – Amount

In respect of a Participant or Former Participant subject to the pension laws of Nova Scotia, Section 3.10 will read as follows:

The surviving Spouse of a Participant or Former Participant subject to the pension laws of Nova Scotia shall be entitled to receive a Pre-Retirement Survivor Benefit of a lump sum payment equal to 100% of the Commuted Value of the Participant’s or Former Participant’s pension benefit accrued to the date of death.

6. Subsections 3.16(b)(i), (ii) and (iii) – Fifty Per Cent Rule

The provisions of subsections 3.16(b)(i), 3.16(b)(ii) and 3.16(b)(iii) have no application to a Participant or Former Participant subject to the pension laws of Nova Scotia.

7. Section 4.05 – Portability Option

In respect of a Participant or Former Participant subject to the pension laws of Nova Scotia, subsections 4.05(a) and (b) will read as follows:

Section 4.05 Portability Option

- (a) A Participant subject to the pension laws of Nova Scotia who incurs a Break in Service before the attainment of age 55, may elect to transfer the Commuted Value of his or her accrued benefits to:
 - (i) the pension fund of another registered plan if that plan permits; or
 - (ii) a retirement savings arrangement prescribed by the Nova Scotia *Pension Benefits Act* and the regulations thereunder; or
 - (iii) purchase a deferred life annuity under an insurance contract of the type prescribed by the Nova Scotia *Pension Benefits Act* and the regulations thereunder to commence no sooner than the date upon which the Former Participant attains age 55.
- (b) A Former Participant who elects to make the transfer as provided in subsection 4.05(a) must notify the Trustees of such election within 90 days of the Former Participant’s receipt of the required benefit statement.

8. Subsection 4.05(e) – Mandatory Lump Sum Payment

In respect of a Participant or Former Participant subject to the pension laws of Nova Scotia, the following subsection (e) is applicable.

- (e) If the amount of the Commuted Value of the Former Participant’s accrued pension benefits to be paid into a prescribed retirement savings arrangement pursuant to subsection 4.05(a)(ii) is greater than the amount prescribed by the *Income Tax Act* (Canada) for such a transfer, the portion that exceeds the prescribed amount shall be paid as a lump sum to the Former Participant.

9. Section 4.06 – Credit Due to Work-Related Injury

The provisions of Section 4.06 are modified with respect to a Participant or Former Participant subject to the pension laws of Nova Scotia by deleting the words “Workplace Safety and Insurance Board of Ontario” and replacing them with the words “Workers’ Compensation Board of Nova Scotia”.

10. Section 5.11 – Division of Benefits Upon Termination of Spousal Relationship

In respect of a Participant or Former Participant subject to the pension laws of Nova Scotia, Section 5.11 will read as follows:

- (a) Where a Participant or Former Participant is entitled to a pension or pension benefits and
 - (i) a petition for divorce is filed;
 - (ii) an application is filed for a declaration of nullity; or
 - (iii) the Participant or Former Participant and that person’s Spouse have been living separate and apart and there is no reasonable prospect of the resumption of cohabitation;

the pension or pension benefits accrued during the marriage or the cohabitation may be divided, in accordance with the regulations, between the Participant or Former Participant and that person’s Spouse by an order of the Supreme Court of Nova Scotia, or in such other manner as is prescribed in the regulations.

- (b) Notwithstanding subsection (a), the Spouse of the Participant or Former Participant shall not receive more than one half of the pension or pension benefits earned during the marriage or cohabitation of common-law partners.

11. Section 5.12 — Lump Sum Transferrable to an RRSP or RRIF

For an individual subject to the pension laws of Nova Scotia, Section 5.12 shall read as follows:

An individual who entitled to receive an amount payable under this Plan in the form of a lump sum payment may elect to have that lump sum payment transferred directly to a registered retirement savings plan or a registered retirement income fund, each as established under the

Income Tax Act (Canada), to the extent permitted under the *Income Tax Act* (Canada) by notifying the Trustees of such election within the deadline specified under this section.

An individual who is entitled to make an election under this section must notify the Trustees of that election within 90 days of the individual's receipt of the applicable benefit statement from the Trustees.

An individual who does not notify the Trustees of his or her election under this section within the deadline specified under this section will be deemed to have elected to receive a lump sum payment and will not be entitled to make any other election under this section.

SCHEDULE “G” - SASKATCHEWAN

For compliance with the Saskatchewan *Pension Benefits Act, 1992* and the regulations thereunder, the following Rules and Regulations shall apply to Participants and Former Participants subject to the pension laws of Saskatchewan.

1. Section 1.32 – Definition of Spouse

“Spouse”, when used in reference to a Participant or Former Participant subject to the pension laws of Saskatchewan, shall mean a person who is married to the Participant or Former Participant, or if the Participant or Former Participant is not married a person with whom the Participant or Former Participant is cohabiting as a Spouse at the relevant time and who has been cohabiting continuously with the Participant or Former Participant as his or her Spouse for at least one year prior to the relevant time.

2. Section 2.06 – Participant

An Employee subject to the pension laws of Saskatchewan shall become a Participant in the Pension Plan on the first day of the month following the earliest occurrence of:

- (a) the Employee’s completion of 500 hours of Covered Employment with a Contributing Employer, or
- (b) the Employee’s completion of 350 hours of Covered Employment with one or more Contributing Employers during two consecutive calendar years in which the Employee has earnings of not less than 35% of the YMPE in each year,

unless the Trustees agree to a different commencement date for participation.

3. Section 3.10 – Pre-Retirement Survivor Benefit – Amount

In respect of a Participant or Former Participant subject to the pension laws of Saskatchewan, Section 3.10 will read as follows:

Section 3.10 Pre-Retirement Survivor Benefit – Amount

- (a) The surviving Spouse shall be entitled to receive a Pre-Retirement Survivor Benefit of:
 - (i) a monthly amount payable for the life of the surviving Spouse, the value of which is actuarially equivalent to 100% of the Commuted Value of the Participant’s or Former Participant’s pension benefit accrued to the date of death; or
 - (ii) a deferred monthly pension actuarially equivalent to 100% of the Commuted Value of the Participant’s or Former Participant’s pension benefit accrued to the date of death; or
 - (iii) a lump sum payment equal to the Commuted Value of the Participant’s or Former Participant’s pension benefit accrued to the date of death;

- (b) If a Participant or Former Participant eligible to receive an Early Retirement Pension dies before commencement of payment of a pension, the surviving Spouse may elect to receive the joint and survivor benefit that would have been payable to the surviving Spouse pursuant to Section 6.01 had the deceased Participant or Former Participant commenced his or her pension on the date of death.
- (c) If a Participant or a Former Participant subject to the pension laws of Saskatchewan dies before Normal Retirement Age, his surviving Spouse may make the same election as is outlined in subsection 4.05(a) with respect to the Commuted Value of the Pre-Retirement Survivor Benefit as if the surviving Spouse were the Participant or Former Participant or may elect to receive a lump sum payment pursuant to subsection (a) above.
- (d) A surviving Spouse who elects to make the transfer as provided in subsection (c) above must notify the Trustees of his or her election within 180 days of the Trustees receipt of proof of death of the Participant or Former Participant. Upon electing to make the transfer provided under subsection (c) above, a surviving Spouse is not entitled to any further pension benefits in respect of the deceased Participant's or Former Participant's participation in the Pension Plan.
- (e) A surviving Spouse who does not make an election within the time period as indicated in subsection (d) above shall be deemed to have elected to receive a lump sum payment. Such surviving Spouse shall be deemed not to have the right to make any other election under this section.

4. Subsection 3.16(b) – Fifty Per Cent Rule

In addition to the permitted transfers in subsection 3.16(b), if Employee contributions by a Participant subject to the pension laws of Saskatchewan plus credited interest exceed 50% of the Commuted Value of the Participant's accrued pension, such excess may also be transferred to a registered pension plan if that plan permits or to an insurance company to purchase a deferred life annuity.

5. Section 4.03 – Break in Service

For a Participant subject to the pension laws of Saskatchewan, in addition to the circumstances described in Section 4.03 in which he may elect to incur a Break in Service, he shall incur a Break in Service:

- (ii) at the end of any period of two consecutive Calendar Years in which he has not completed at least 350 hours of Covered Employment with one or more Contributing Employers; or
- (iii) upon the cessation of his membership in a class of Employees that is covered by the Pension Plan.

6. Section 4.05 – Portability Option

In respect of a Participant or Former Participant subject to the pension laws of Saskatchewan, subsections 4.05(a) and (b) will read as follows:

Section 4.05 Portability Option

- (a) A Participant subject to the pension laws of Saskatchewan who incurs a Break in Service before the attainment of age 55, may elect to transfer the Commuted Value of his or her accrued benefit to:
 - (i) the pension fund of another registered plan if that plan permits; or
 - (ii) a locked in registered retirement savings plan prescribed by the Saskatchewan *Pension Benefits Act, 1992* and the regulations thereunder; or
 - (iii) purchase a deferred life annuity under an insurance contract that is not commutable and that will not commence earlier than the date upon which the Former Participant attains age 55; or
 - (iv) any other retirement plan prescribed by the Saskatchewan *Pension Benefits Act, 1992* and the regulations thereunder that is registered pursuant to the *Income Tax Act (Canada)*.
- (b) A Former Participant who elects to make the transfer as provided in subsection 4.05(a) must notify the Trustees of such election within 90 days of the termination of his or her participation.

7. Subsection 4.05(e) – Mandatory Transfer

The Trustees may require a Former Participant subject to the pension laws of Saskatchewan to transfer the Commuted Value of his or her accrued pension benefit pursuant to subsection 4.05(a) if the Commuted Value is less than 10% of the YMPE of the year in which the Former Participant's termination of participation occurred.

8. Section 4.06 – Credit Due to Work-Related Injury

The provisions of Section 4.06 are modified with respect to a Participant or Former Participant subject to the pension laws of Saskatchewan by deleting the words "Workplace Safety and Insurance Board of Ontario" and replacing them with the words "Workers' Compensation Board of Saskatchewan".

9. Section 5.11 – Division of Benefits Upon Termination of Spousal Relationship

- (a) The Trustees shall on the breakdown of the Spousal relationship of a Participant or a Former Participant, subject to the pension laws of Saskatchewan, divide the pension benefits to which the Participant or a Former Participant is entitled:
 - (i) in accordance with an order for the division of family property pursuant to the Saskatchewan *Family Property Act* or
 - (ii) in accordance with an inter spousal agreement within the meaning of the Saskatchewan *Family Property Act*, between the Participant and his or her Spouse or the Former Participant and his or her Spouse.

- (b) A division of pension benefits pursuant to subsection 5.11(a) must not reduce the Commuted Value of the Participant's or Former Participant's pension benefits to less than 50% of what they were prior to the division.
- (c) In dividing pension benefits which a Participant or Former Participant has not become eligible to receive without reduction, the Trustees shall determine the value of the pension benefits as the Commuted Value of the pension that accrued between the date of the commencement of the spousal relationship and the termination date of the Spousal relationship contained in the order or agreement and calculated as if the Participant or Former Participant had terminated participation in the Pension Plan on the date of termination of the spousal relationship contained in the order or agreement.
- (d) In the case of pension benefits which a Participant or Former Participant is eligible to receive without reduction, the Trustees shall calculate the value of the pension benefits as either the Commuted Value of the pension calculated pursuant to subsection 5.11(c) or as a division of the unreduced pension when the pension becomes payable as provided in the order or agreement.
- (e) In the case of pension benefits which a Participant or Former Participant has commenced receiving, the Trustees shall divide the pension benefits in accordance with the order or agreement.
- (f) Subject to Section 5.05, where the Spouse of a Participant or a Former Participant is entitled to a division of the Commuted Value of pension benefits the portion to which the Spouse is entitled:
 - (i) may be transferred to a prescribed RRSP, where the Spouse provides the Trustees with written directions to do so; or
 - (ii) where a transfer has not been made pursuant to (i) the Commuted Value must be used to provide a pension to the Spouse as if the Spouse were a Former Participant.
- (g) Where an amount has been transferred to a prescribed RRSP or used to provide a pension to a Spouse of a Participant or Former Participant in accordance with an order or agreement as described in subsection 5.11(a):
 - (i) the Spouse has no further claim for entitlement to any pension benefits pursuant to the Pension Plan;
 - (ii) the entitlement of the Participant or Former Participant is to be calculated on the basis of the Commuted Value of his pension benefits after the transfer, or on the amount standing to his credit after the transfer, as the case may be;
 - (iii) neither the Trustees nor the Pension Plan is liable to any person by reason of having complied with an order or agreement as described in subsection 5.11(a).
- (h) Except when an order or agreement as described in subsection 5.11(a) has been filed with the Trustees by the Participant or Former Participant and his Spouse or former Spouse

jointly, the Trustees shall give a notice in writing to the Participant or Former Participant that an order or agreement has been filed.

- (i) Unless the Trustees receive written notice within 30 days of providing the notice described in 5.11(h) that the Participant or Former Participant objects to the division of the pension benefits on the grounds that:
 - (i) the order or agreement has been varied or is of no force or effect; or,
 - (ii) the terms of the order or agreement have been or are being satisfied by other means; or,
 - (iii) a proceeding has been commenced in a court of competent jurisdiction in Canada to appeal or review the order or to challenge the terms of the agreement;

the Trustees shall comply with the order or agreement in accordance with subsections 5.11(a)(b)(c)(d)(e)(f)(g) and (h).

- (j) A Participant or Former Participant who submits a notice of objection pursuant to subsection 5.11(i) shall include documentary evidence to establish the grounds of objection.
- (k) Should the Trustees receive a notice of objection pursuant to subsection 5.11(i), the Trustees shall apply to the court for directions and the court may make any order that it considers appropriate, except an order of costs against the Fund.

10. Subsection 6.01(b) – For a Participant or a Former Participant Who has a Spouse – Joint and Survivor Benefit Waiver

A Participant or Former Participant subject to the pension laws of Saskatchewan and his or her Spouse who wish to waive entitlement to the Joint and Survivor Benefit must file with the Trustees a written waiver in a form prescribed under the Saskatchewan *Pension Benefits Act* and the regulations thereunder within the 90 days preceding payment of the pension. Such waiver must be signed by the Spouse in the presence of a witness but apart from the Participant or Former Participant. Such a waiver may be revoked in writing by the Spouse and the Participant or Former Participant before payment of the pension begins.

11. Subsection 6.02(e) - Variation of Benefits for Shortened Life Expectancy

The provisions of subsection 6.02(e) have no application to a Participant or Former Participant subject to the pension laws of Saskatchewan who is receiving a pension from the Pension Plan.

12. Section 5.12 — Lump Sum Transferrable to an RRSP or RRIF

For an individual subject to the pension laws of Saskatchewan, Section 5.12 shall read as follows:

An individual who entitled to receive an amount payable under this Plan in the form of a lump sum payment may elect to have that lump sum payment transferred directly to a registered retirement savings plan or a registered retirement income fund, each as established under the

Income Tax Act (Canada), to the extent permitted under the *Income Tax Act* (Canada) by notifying the Trustees of such election within the deadline specified under this section.

A Former Participant who is entitled to make an election under this section must notify the Trustees of that election within 90 days after he incurred a Break in Service. An individual who is not a Former Participant and who is entitled to make an election under this section must notify the Trustees of that election within 90 days after the individual's receipt of the applicable benefit statement from the Trustees.

An individual who does not notify the Trustees of his or her election under this section within the applicable deadline specified under this section will be deemed to have elected to receive a lump sum payment and will not be entitled to make any other election under this section.

SCHEDULE “H” - CANADA

For compliance with the federal *Pension Benefits Standards Act, 1985* and the regulations thereunder, the following Rules and Regulations shall apply to Participants and Former Participants subject to the pension laws of the federal government of Canada.

1. Section 1.32 – Definition of Spouse

“Spouse”, when used in reference to a Participant or Former Participant subject to the pension laws of the federal government of Canada, shall mean:

- (a) a person who at the relevant time is married to the Participant or Former Participant, including a person who is a party to a void or, in Quebec, null marriage with the Participant or Former Participant; or
- (b) a person with whom the Participant or Former Participant is cohabiting in a conjugal relationship at the relevant time and who has been so cohabiting with the Participant or Former Participant for at least one (1) year prior to the relevant time.

In this Plan, except for the purposes of Section 5.11, if, at the relevant time, the Participant or Former Participant has a Spouse as described in paragraph (a) of this section from whom he or she is separated and a Spouse as described in paragraph (b) of this section with whom he or she is cohabiting, a reference to the Spouse of the Participant or Former Participant means the Spouse as described in paragraph (b) in this section.

2. Section 2.06 – Participant

An Employee subject to the pension laws of the federal government of Canada shall become a Participant in the Pension Plan on the first day of the month following the earliest occurrence of:

- (a) the Employee’s completion of 500 hours of Covered Employment with a Contributing Employer, or
- (b) the Employee having earned from Covered Employment with one or more Contributing Employers not less than 35% of the YMPE in each of two consecutive calendar years, unless the Trustees agree to a different commencement date for participation.

3. Subsection 3.09(b) – Spouse’s Waiver of Pre-Retirement Death Benefit

In respect of a Participant or Former Participant subject to the pension laws of the federal government of Canada, subsection 3.09(b) will read as follows:

- (b) After the death of a Participant or Former Participant the surviving Spouse may, in writing, surrender, the Pre-Retirement Survivor Benefit to which that surviving Spouse is entitled and instead designate a beneficiary who is a dependant, within the meaning of subsection 8500(1) of the *Income Tax Regulations*, of the surviving Spouse, Participant or Former Participant.

4. Section 3.10 – Pre-Retirement Survivor Benefit – Amount

In respect of a Participant or Former Participant subject to the pension laws of the federal government of Canada, Section 3.10 will read as follows:

Section 3.10 Pre-Retirement Survivor Benefit — Amount

The surviving Spouse shall be entitled to receive a Pre-Retirement Survivor Benefit of:

- (a) a monthly amount payable for the life of the surviving Spouse the value of which is actuarially equivalent to 100% of the Commuted Value of the Participant's or Former Participant's pension benefit accrued to the date of death; or
- (b) a deferred monthly pension actuarially equivalent to 100% of the Commuted Value of the Participant's or Former Participant's pension benefit accrued to the date of death; or
- (c) the surviving Spouse may make the same election as is outlined in subsection 4.05(a) with respect to the Commuted Value of the Pre-Retirement Survivor Benefit as if the surviving Spouse were the Participant or Former Participant.

5. [Intentionally blank]

6. Subsection 3.16(b) – Fifty Per Cent Rule

Subsections 3.16(b)(ii)(iii) and (iv) have no application to a Participant or Former Participant subject to the pension laws of the federal government of Canada.

6.1 4.03 – Break in Service

For a Participant subject to the pension laws of the federal government of Canada, in addition to the circumstances described in Section 4.03 in which he may elect to incur a Break in Service, he shall incur a Break in Service when no Contributions have been made on his behalf for twenty-four consecutive months.

7. Section 4.05 – Portability Option

In respect of a Participant or Former Participant subject to the pension laws of the federal government of Canada, subsections 4.05(a) and (b) will read as follows:

Section 4.05 Portability Option

- (a) A Participant subject to the pension laws of the federal government of Canada who incurs a Break in Service before the attainment of age 55, may elect to transfer the Commuted Value of his or her accrued pension benefit to:
 - (i) the pension fund of another registered plan if that plan permits; or
 - (ii) a locked-in retirement savings plan of the kind prescribed by the federal *Pension Benefits Standards Act, 1985* and the regulations thereunder; or

- (iii) a life income fund of the kind prescribed by the federal *Pension Benefits Standards Act, 1985* and the regulations thereunder; or
 - (iv) purchase an immediate or deferred life annuity of the kind prescribed by the federal *Pension Benefits Standards Act, 1985* and the regulations thereunder.
- (b) A Former Participant who elects to transfer as provided in subsection 4.05(a) must notify the Trustees of such election, in prescribed form, within the later of 90 days after termination of participation or 60 days after the issuance of the required benefit statement to the Former Participant.

8. Subsection 4.05(e) – Mandatory Transfer

In respect of a Participant or Former Participant subject to the pension laws of the federal government of Canada, the following subsection (e) is applicable.

- (e) If at any time a Participant ceases to be a Participant of the Plan or dies and more than 50% of the Commuted Value of that Former Participant's accrued benefit is attributable to the Participant's contributions plus interest, the Former Participant or the surviving Spouse, as the case may be, must transfer such excess Commuted Value to one of the options detailed in subsection 4.05(a).

9. Section 4.06 – Credit Due to Work-Related Injury

The provisions of Section 4.06 are modified with respect to a Participant or Former Participant subject to the pension laws of the federal government of Canada by deleting the words "Workplace Safety and Insurance Board of Ontario" and replacing them with the words "workers' compensation regime" which covers the Participant's employment.

10. Section 5.05 – Commutation of Small Pension

In respect of a Participant or Former Participant subject to the pension laws of the federal government of Canada, Section 5.05 will read as follows:

- (a) Subject to subsection (b), a Participant or Former Participant may elect to receive a single lump sum payment that is equal to the Commuted Value of his entitlement under the Plan in full settlement of any and all benefits to which such Participant or Former Participant may be entitled under the Plan if:
 - (i) the Commuted Value of his entitlement under the Plan is less than 20% of the YMPE for the Calendar Year in which the Break in Service or retirement occurs; and
 - (ii) the monthly pension benefit payable at Normal Retirement Age to the Participant or Former Participant does not exceed \$80.00 per month.
- (b) If the condition specified in paragraph (i) of subsection (a) of this Section 5.05 is satisfied and if the monthly pension benefit payable at Normal Retirement Age to

the Participant or Former Participant is less than \$25.00 per month, the Trustees shall make a single lump sum payment to the Participant or Former Participant that is equal to the Commuted Value of his entitlement under the Plan in full settlement of any and all benefits to which such Participant or Former Participant may be entitled under the Plan.

11. Section 5.11 – Division of Benefits upon Termination of Spousal Relationship

- (a) For Participants and Former Participants subject to the pension laws of the federal government of Canada the division of pension benefits upon the termination of their spousal relationship is subject to the law of the applicable province relating to the distribution of Spousal property pursuant to a court order or an agreement between them.
- (b) Pension Benefits which are subject to a provincial Spousal property law pursuant to subsection (a) are not subject to the provisions of the federal *Pension Benefits Standards Act, 1985* relating to the valuation or distribution of pension benefits.
- (c) Notwithstanding anything to the contrary in the applicable provincial spousal property law, a Participant or Former Participant may assign all or part of his or her pension benefit to his or her Spouse or Former Spouse effective as of the date of the divorce, annulment, separation or breakdown of the spousal relationship, as the case may be, the Spouse or Former Spouse shall in respect of the assigned portion of the pension benefit, except any benefits payable under subsection 3.16(b), be deemed to have been a Participant in the Plan and to have ceased to be a Participant in the Pension Plan effective the date of the assignment. However, a subsequent Spouse of the recipient of the assigned portion of the pension benefit shall not be entitled to any pension benefit from the Pension Plan in respect of the assigned portion.
- (d) Where all or some of the accrued pension benefits of a Participant or Former Participant is required to be distributed to his or her Spouse or former Spouse under a court order or an agreement between them, the Trustees, on receipt of:
 - (i) a written request from either the Participant or Former Participant or their Spouse or former Spouse that all or part of the Plan benefits, be distributed in accordance with the court order or the agreement, and
 - (ii) a copy of the court order or agreement,

shall determine and henceforth administer the pension benefits in prescribed manner, in accordance with the court order or agreement. However, in the case of a court order, the Trustees shall not administer the pension benefits in accordance with the court order until all appeals therefrom have been finally determined or the time for appealing has expired.

- (e) On receipt of a request referred to in subsection (d), the Trustees shall notify the non-requesting Spouse or former Spouse of the request and shall provide that person with a copy of the court order or agreement submitted in support of the request, but this requirement does not apply in respect of a request or an agreement received by the Trustees in a form or manner that indicates that it was jointly submitted.

(f) Notwithstanding subsection (b), the aggregate of:

- (i) the actuarial present value of the pension benefits paid to the Participant or Former Participant, and
- (ii) the actuarial present value of the pension benefits paid to the Spouse or former Spouse of the Participant or Former Participant

pursuant to this section shall be not greater than the actuarial present value of the pension benefits that would have been payable to the Participant or Former Participant had the termination of the spousal relationship not occurred.

12. Subsection 6.01(b) – For a Participant or Former Participant who has a Spouse – Joint and Survivor Benefit Waiver

The requirement that the spousal waiver be filed within the 12 months immediately preceding the commencement of benefit payments has no application to Participants or Former Participants and their Spouses who are subject to the pension laws of the federal government of Canada.

13. Subsection 6.02(e) – Variation of Benefits for Shortened Life Expectancy

The provisions of subsection 6.02(e) have no application to a Participant or Former Participant subject to the pension laws of the federal government of Canada who is receiving a pension from the Plan.

14. Section 5.12 — Lump Sum Transferrable to an RRSP or RRIF

For an individual subject to the pension laws of the federal government of Canada, Section 5.12 shall read as follows:

An individual who entitled to receive an amount payable under this Plan in the form of a lump sum payment may elect to have that lump sum payment transferred directly to a registered retirement savings plan or a registered retirement income fund, each as established under the *Income Tax Act* (Canada), to the extent permitted under the *Income Tax Act* (Canada) by notifying the Trustees of such election within the deadline specified under this section.

A Former Participant who is entitled to make an election under this section must notify the Trustees of that election within the later of 90 days after he incurred a Break in Service and 60 days after the Trustees issue the required benefit statement to the Former Participant. An individual who is not a Former Participant and who is entitled to make an election under this section must notify the Trustees of that election within 90 days after the individual's receipt of the applicable benefit statement from the Trustees.

An individual who does not notify the Trustees of his or her election under this section within the applicable deadline specified under this section will be deemed to have elected to receive a lump sum payment and will not be entitled to make any other election under this section.