

**RULES AND REGULATIONS
OF
THE MUSICIANS' PENSION FUND OF CANADA**

(As Amended and Restated effective January 1, 2018)

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RULES AND REGULATIONS OF THE MUSICIANS' PENSION FUND OF CANADA

PREAMBLE

Pursuant to the authority vested in them by the Restated Agreement and Declaration of Trust made as of the 28th day of February, 2006 and the Plan, as amended and restated effective January 1, 1988 and as amended thereafter from time to time, the Board of Trustees of the Musicians' Pension of Canada adopted the following rules and regulations, amending and restating the Plan effective January 1, 2008. This restated Plan applies to Employees of Employers and Members of the Plan on or after January 1, 2008. Unless otherwise indicated in the Plan, the benefit entitlements in respect of former Employees who retired, terminated Plan membership or died prior to January 1, 2008 shall be governed by the Plan in effect at the time of such retirement, termination or death.

This document may be issued in English or French. In the event of a conflict between versions, the English version shall be the definitive version and those provisions shall be applied irrespective of anything to the contrary in the French version.

ARTICLE 1

Definitions

The following words and phrases used throughout this document shall have the meanings set forth below unless the context clearly indicates otherwise. Throughout this document a reference to the masculine gender shall be deemed to include a reference to the feminine gender, and words importing the singular may be construed to extend to the plural and vice versa as the context requires.

Section 1.01. AFM.

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

Section 1.02. Act.

“Act” means the *Pension Benefits Act* (Ontario) and the regulations thereunder or, for those persons subject to the pension law of another province or the federal government, the applicable provincial or federal pension statutes and regulations.

Section 1.03. Actuary.

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

Section 1.04. Approved Leave of Absence.

“Approved Leave of Absence” includes leaves of absence required by law to be granted to a Member and, subject to the provisions of the Income Tax Act, any other periods of unpaid leaves of absence, authorized by an Employer or a Contribution Agreement.

Section 1.05. Beneficiary.

“Beneficiary” means a person, as permitted under the Income Tax Act and applicable pension standards legislation, who has been designated by a Member, Former Member or Pensioner in accordance with the provisions of Section 5.07 to receive the benefits payable hereunder to a Beneficiary on the death of a Member, Former Member or Pensioner.

Section 1.06. Commuted Value

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

Section 1.07. Contribution Agreement

“Contribution Agreement” means a Contribution Agreement as defined in the Trust Agreement.

Section 1.08. Contributions.

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

- (a) pursuant to Contribution Agreements between the AFM and an Employer;
- (b) pursuant to Contribution Agreements between a local affiliated with the AFM and an Employer;
- (c) pursuant to local engagement contracts pursuant to which an Employer contributes to the Trust Fund and pursuant to the scales of the AFM or of a Canadian local affiliated with the AFM;
- (d) pursuant to Contribution Agreements approved by the AFM or a Canadian local affiliated with the AFM; or
- (e) in respect of a Member who is Totally Disabled or an on Approved Leave of Absence.

Contributions shall not exceed 18% of scale wages and the Trust Fund shall not accept any contributions made under any agreement or contract, which provides for contributions in excess of 18% of scale wages.

Section 1.09. Covered Earnings.

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

With respect to a Member who is Totally Disabled or on an Approved Leave of Absence, Covered Earnings shall be calculated as the earnings the Member would have received from the Employer had the Member worked throughout the period when the Member is

Totally Disabled or on an Approved Leave of Absence and shall be based on the average monthly earnings of the Member in the 12-month period immediately preceding the period during which the Member is Totally Disabled or on an Approved Leave of Absence.

In no event, however, shall “Covered Earnings” exceed the limits set forth in the Income Tax Act.

Section 1.10. Deferred Pension.

“Deferred Pension” means a pension that is payable to a Former Member who meets the requirements of Section 3.05 for such pension, which is calculated in accordance with Section 3.06.

Section 1.11. Deferred Retirement Date.

“Deferred Retirement Date” means the first day of the month coincident with or next following:

- (a) the month in which the Former Member attains Normal Retirement Age; or
- (b) if the Former Member has not attained Normal Retirement Age, the later of:
 - (i) the month in which a completed and signed application is received from the Former Member; and
 - (ii) the month for which the Former Member has elected to begin receiving benefits.

Section 1.12. Dependant.

“Dependant” means a parent, grandparent, brother, sister, child or grandchild of the Member, Former Member or Spouse who, at the time of death of the Member, Former Member or Spouse, is both dependent on the Member, Former Member or Spouse for support and

- (a) under 19 years of age and will not attain 19 years of age in the calendar year that includes that time,
- (b) in full-time attendance at an educational institution, or
- (c) dependent on the Member, Former Member, or Spouse by reason of mental or physical infirmity.

Section 1.13. Disability Pension.

“Disability Pension” means a pension that is payable to a Member who meets the requirements of Sections 3.07 and 3.08 for such pension, which is calculated in accordance with Section 3.09.

Section 1.14. Disability Retirement Date.

“Disability Retirement Date” means the first day of the month after a Member becomes Permanently and Totally Disabled as approved by the Trustees provided a completed and signed application along with such other documents as are required in support of the application are received from the Member. In no event shall the Disability Retirement Date be more than 12 months prior to the month in which the completed and signed application along with the required documents are received by the Trustees.

Section 1.15. Early Pension.

“Early Pension” means a pension that is payable to a Member who meets the requirements of Section 3.03 for such pension, which is calculated in accordance with Section 3.04.

Section 1.16. Early Retirement Date.

“Early Retirement Date” means the first day of the month coincident with or next following the latest of:

- (a) if the Member is applying for an Early Pension, the month in which the Member meets the requirements of Sections 3.03 or, if the Member is applying for a

Special Retirement Pension, the month in which the Member meets the requirements of Section 3.20;

- (b) the month in which a completed and signed application is received from the Member; and
- (c) the month for which the Member has elected to begin receiving benefits.

Section 1.17. Employee.

“Employee” means:

- (a) a member of the AFM employed by an Employer pursuant to an agreement or scale referred to in Section 1.18; or
- (b) provided his Employer undertakes in a written agreement to make Contributions to the Trust Fund on his behalf and which agreement is filed with the Trustees, the term “Employee” covers the following:
 - (i) a duly elected or appointed officer or representative of the AFM or any of its affiliated locals;
 - (ii) an employee of the Trust Fund;
 - (iii) an office or clerical employee of the AFM or any of its affiliated locals; or
 - (iv) an employee of the Musicians’ Rights Organization Canada.

Section 1.18. Employer.

“Employer” means:

- (a) an employer who enters into a Contribution Agreement with the AFM, or with a local affiliated with the AFM, obligating them to contribute to the Trust Fund;
- (b) an employer who contributes to the Trust Fund pursuant to scales of the AFM or of a local affiliated with the AFM; or

- (c) an employer who undertakes in a written agreement to contribute to the Trust Fund in respect of Employees referred to in Section 1.17(b).

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

Section 1.19. Former Member.

“Former Member” means an Employee or a former Employee who

- (a) has terminated membership as set forth in Section 2.02;
- (b) has not elected the Portability Option in accordance with Section 4.03;
- (c) has not elected to receive a lump sum payment in accordance with Section 4.04 or 5.14; and
- (d) is not a Pensioner;

and shall include a former Employee who terminated Plan membership prior to January 1, 2008 and who met the requirements of the Plan in effect at the time of such termination to be a Former Member.

Section 1.20. Income Tax Act.

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

Section 1.21. Joint Form.

“Joint Form” has the meaning set forth in Section 6.02.

Section 1.22. Member.

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

Section 1.23. Normal Form.

“Normal Form” has the meaning set forth in Section 6.01.

Section 1.24. Normal Pension.

“Normal Pension” means a pension that is payable to a Member who meets the requirements of Section 3.01 for such pension, which is calculated in accordance with Section 3.02.

Section 1.25. Normal Retirement Age.

“Normal Retirement Age” means age 65.

Section 1.26. Normal Retirement Date.

“Normal Retirement Date” means the first day of the month coincident with or next following the later of:

- (a) the month in which the Member attains Normal Retirement Age; or
- (b) the month following the month in which the Member last has Covered Earnings reported,

provided a completed and signed application is received from the Member.

Notwithstanding the foregoing, in the case of a Member who continues to work, benefits shall be payable for the first of the month following the later of the month in which a completed and signed application is received by the Trustees or the month for which the Member has elected to begin receiving benefits.

Notwithstanding the foregoing, in no event shall benefits payable to a Member commence later than the end of the Year in which the Member reaches age 71.

Section 1.27. Pensioner.

“Pensioner” means a person who is entitled to and in receipt of a pension payable from the Fund other than a Beneficiary.

Section 1.28. Permanently and Totally Disabled.

“Permanently and Totally Disabled” has the meaning set forth in Section 3.08.

Section 1.29. Plan.

“Plan” means the Musicians’ Pension Fund of Canada and any references to the Plan herein shall include the Rules and Regulations set out herein, as they may be amended from time to time by the Trustees.

Section 1.30. Pre-Retirement Spouse’s Benefit.

“Pre-Retirement Spouse’s Benefit” means a benefit that is payable to the surviving Spouse of a deceased Member or Former Member who meets the requirements of Section 3.11 for such benefit, which is calculated and paid in accordance with Section 3.13.

Section 1.31. Pre-Retirement Death Benefit.

“Pre-Retirement Death Benefit” means a benefit that is payable to the Beneficiary or estate of a deceased Member or Former Member pursuant to Section 3.14 and calculated in accordance with Section 3.15.

Section 1.32. Special Retirement Pension.

“Special Retirement Pension” means a pension that is payable to a Member who meets the requirements of Section 3.20 for such pension, which is calculated in accordance with Section 3.21.

Section 1.33. Spouse.

- (a) “Spouse,” when used in reference to a Member, Former Member or Pensioner subject to the **Alberta** *Employment Pension Plans Act*, means, as of any relevant date, a person to whom one of the following applies:
- (i) the person who was married to the Member, Former Member or Pensioner and had not been living separate and apart from the Member, Former Member or Pensioner for a continuous period longer than three years, or
 - (ii) if there is no Spouse as defined under paragraph (i), the person who had been living with the Member, Former Member or Pensioner in a marriage-like relationship
 - (A) for a continuous period of at least three years immediately preceding the relevant date, or
 - (B) of some permanence, if there is a child of the relationship by birth or adoption.
- (b) “Spouse,” when used in reference to a Member, Former Member or Pensioner subject to the **British Columbia** *Pension Benefits Standards Act*, means, as of any relevant date:
- (i) the person who was married to the Member, Former Member or Pensioner and had not been living separate and apart from the Member, Former Member or Pensioner for a continuous period longer than two years, or
 - (ii) the person who was living with the Member, Former Member or Pensioner in a marriage-like relationship for a period of at least two years immediately preceding the relevant date.
- (c) “Spouse,” when used in reference to a Member, Former Member or Pensioner subject to the **Federal** *Pension Benefits Standards Act, 1985*, means:

- (i) a person who, as of the relevant time, is cohabiting with the Member, Former Member or Pensioner in a conjugal relationship having so cohabited for a continuous period of at least one year; or
- (ii) a person who, as of the relevant time, is married to the Member, Former Member or Pensioner or who is party to a void or, in Quebec, null marriage with the Member, Former Member or Pensioner.

Where, as of the relevant time, a Member, Former Member or Pensioner has a Spouse as defined under paragraph (ii) from whom he is separated and a Spouse as defined under paragraph (i) with whom he is cohabiting, for the purposes of this Plan except for Section 5.13, the Spouse means the Spouse as defined under paragraph (i).

- (d) “Spouse,” when used in reference to a Member, Former Member or Pensioner subject to the **Manitoba Pension Benefits Act**, means:
 - (i) a person who is married to the Member, Former Member or Pensioner, or
 - (ii) a person who, with the Member, Former Member or Pensioner, registered a common-law relationship under section 13.1 of *The Vital Statistics Act*, or
 - (iii) a person who, not being married to the Member, Former Member or Pensioner, cohabited with him in a conjugal relationship
 - (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.

For purposes of payment of any spousal benefit, a Spouse shall be the person mentioned above who was not living separate and apart from the Member, Former Member or Pensioner at the relevant time by reason of a breakdown of their relationship.

- (e) “Spouse,” when used in reference to a Member, Former Member or Pensioner subject to the **New Brunswick Pension Benefits Act**, means:
- (i) a person who is married to the Member, Former Member or Pensioner,
 - (ii) a person who is married to the Member, Former Member or Pensioner by a marriage that is voidable and has not been avoided by a declaration of nullity,
 - (iii) a person who has gone through a form of marriage with the Member, Former Member or Pensioner in good faith that is void and has cohabited with the Member, Former Member or Pensioner within the preceding year, or
 - (iv) not being married to the Member, Former Member or Pensioner,
 - (A) in the case of the death of a Member, Former Member or Pensioner, a person who was cohabiting in a conjugal relationship with the Member, Former Member or Pensioner at the time of death of the Member, Former Member or Pensioner and was cohabiting in a conjugal relationship with the Member, Former Member or Pensioner for a continuous period of at least two years immediately before the death of the Member, Former Member or Pensioner;
 - (B) in the case of the breakdown of a common-law partnership, a person who was cohabiting in a conjugal relationship with the Member, Former Member or Pensioner for a continuous period of at least two years immediately before the date of the breakdown of the common-law partnership; or
 - (C) in any other case, a person who, at the particular time under consideration, is cohabiting in a conjugal relationship with the Member, Former Member or Pensioner and has so cohabited for a

continuous period of at least two years immediately before that time.

For the purposes of this subsection, the term "common-law partnership" means the relationship between a Member, Former Member, or Pensioner and his Spouse under paragraph (iv).

If a Spouse under paragraph (i), (ii) or (iii) above and a Spouse under paragraph (iv) above both claim a right or a benefit under this Plan, the Spouse under paragraph (i), (ii) or (iii) is entitled to the right or benefit, if otherwise eligible, unless there is a valid domestic contract between the Member, Former Member or Pensioner and such Spouse, or a decree, order or judgment of a competent tribunal, that bars such Spouse's claim.

- (f) "Spouse," when used in reference to a Member, Former Member or Pensioner subject to the **Newfoundland Pension Benefits Act, 1997** means, as of the relevant time
- (i) in relation to a Member, Former Member or Pensioner who has a Spouse under paragraph (iii), a person who is not the Spouse of the Member, Former Member or Pensioner under paragraph (iii) and who has cohabited continuously with the Member, Former Member or Pensioner in a conjugal relationship for not less than three years and is cohabiting or has cohabited with the Member, Former Member or Pensioner within the preceding year, or
 - (ii) in relation to a Member, Former Member or Pensioner who does not have a Spouse under paragraph (iii), a person who has cohabited continuously with the Member, Former Member or Pensioner in a conjugal relationship for a period of not less than one year and is cohabiting or has cohabited with the Member, Former Member or Pensioner within the preceding year, or
 - (iii) a person who:

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

Notwithstanding the foregoing, for the purposes of Part VI of the Newfoundland *Pension Benefits Act, 1997*, relating to pension entitlements on marriage breakdown, “Spouse” means a “spouse” as defined in the *Newfoundland Family Law Act* of a Member, Former Member or Pensioner and includes a former spouse of a Member, Former Member or Pensioner.

- (g) “Spouse,” when used in reference to a Member, Former Member or Pensioner subject to the **Nova Scotia Pension Benefits Act**, means either of two persons who
 - (i) are married to each other,
 - (ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity,
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the twelve-month period immediately preceding the date of entitlement,
 - (iv) are domestic partners within the meaning of the *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.

(h) “Spouse,” when used in reference to a Member, Former Member or Pensioner under the jurisdiction of **Prince Edward Island**, means either of two persons who

(i) are married to each other,

(ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity, or

(iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the twelve-month period immediately preceding the date of entitlement,

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

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

(i) “Spouse,” when used in reference to a Member, Former Member or Pensioner subject to the **Quebec Supplemental Pension Plans Act**, means a person who, as of the date spousal status is established,

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

(ii) has been living in a conjugal relationship with a Member, Former Member or Pensioner, who is neither married nor in a civil union, whether the

person is of the same or the opposite sex, for a period of not less than three years, or for a period of not less than one year if

- (A) at least one child is born, or to be born, of their union;
- (B) they have jointly adopted at least one child while living together in a conjugal relationship; or
- (C) one of them has adopted at least one child who is the child of the other while living together in a conjugal relationship.

Spousal status shall be established as of the earlier of the day payment of the Member's, Former Member's or Pensioner's pension begins or the day preceding the death of the Member, Former Member or Pensioner. However, where the Member or Former Member dies without having received any pension benefit, spousal status shall be established as of the day preceding the death of the Member or Former Member.

For the purposes of subparagraph (ii), the birth or adoption of a child during a marriage or civil union or a period of conjugal relationship prior to the period of conjugal relationship existing on the day as of which spousal status is established may qualify a person as a Spouse.

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

Notwithstanding subparagraph (i), a person who, on the day on which spousal status is established, is separated from bed and board from a Member, Former Member or Pensioner who dies or whose pension begins to be paid, as the case may be, after December 31, 2000 is not entitled to any benefits under this Plan, regardless of the date on which the judgment granting separation from bed and board is rendered or became effective unless the person is the Member's, Former Member's or Pensioner's Beneficiary or the Member, Former Member, or Pensioner had notified the Trustees in writing to pay the survivor benefit to the person.

- (j) "Spouse," when used in reference to a Member, Former Member or Pensioner subject to the **Saskatchewan Pension Benefits Act, 1992**, means:
 - (i) a person who, at the relevant time, was married to the Member, Former Member or Pensioner, or
 - (ii) if a Member, Former Member or Pensioner is not married, a person who is cohabiting with the Member, Former Member or Pensioner in a conjugal relationship and has done so continuously for at least one (1) year period prior to the relevant time.

- (k) "Spouse" when used in reference to a Member, Former Member or Pensioner subject to the **Ontario Pension Benefits Act**, means either of two persons who, as of the relevant time,
 - (i) are married to each other, or
 - (ii) are not married to each other and are living together in a conjugal relationship,
 - (A) continuously for a period of not less than 3 years, or
 - (B) in a relationship of some permanence, if they are the parents of a child, as set out in section 4 of the *Children's Law Reform Act*.

If, as of the relevant time, the Member, Former Member or Pensioner has a Spouse as defined in paragraph (i) from whom the Member, Former Member or Pensioner is living separate and apart, that Spouse is not a Spouse for the purposes of any pre-retirement death benefits or post-retirement death benefits payable to a Spouse under this Plan.

If, as of the relevant time, the Member, Former Member or Pensioner has a Spouse as defined in paragraph (ii) and a Spouse as defined in paragraph (i) from whom the Member, Former Member or Pensioner is living separate and apart, the Spouse as defined in paragraph (ii) is the Spouse for the purposes of any pre-retirement death benefits or post-retirement death benefits payable to a Spouse under this Plan.

- (1) Only one spousal benefit is payable from the Plan, and in case of multiple claims from persons who claim to be Spouses, resolution of the claims and the priority may be referred to the courts.

Section 1.34. Totally Disabled.

“Totally Disabled” means, for the purposes of Sections 1.08 and 1.09 a physical or mental impairment which prevents a Member from performing the duties of employment in which the Member was engaged prior to the impairment and which is certified, in writing, as such, by a medical doctor licensed to practice in Canada.

Section 1.35. Trust Agreement.

“Trust Agreement” means the Restated and Amended Agreement and Declaration of Trust effective August 12, 2010, together with any amendments thereto.

Section 1.36. Trust Fund or Fund.

“Trust Fund” or “Fund” means the Pension Fund or Fund as defined in the Trust Agreement.

Section 1.37. Trustees.

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

Section 1.38. Year.

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

Section 1.39. YMPE.

“YMPE” means the “Year’s Maximum Pensionable Earnings” as that term is defined in the Canada Pension Plan or, for persons subject to the pension law of Quebec, the Quebec Pension Plan.

ARTICLE 2

Membership and Plan Participation

Section 2.01. Membership Eligibility.

- (a) After December 31, 2000
 - (i) An Employee who first has Contributions made on his behalf after December 31, 2000, shall become a Member of the Plan on the first day of the Year following the Year in which he has accumulated:
 - (A) 700 hours of employment with an Employer; or
 - (B) Covered Earnings equal to or greater than 35% of the YMPE;whichever occurs earlier provided that, for the purposes of this subparagraph, hours of employment and Covered Earnings shall not be counted if they were earned prior to a 6 consecutive month period in which no Contributions are made on behalf of the Employee.
 - (ii) Despite subsection 2.01(a)(i), an Employee shall become a Member of the Plan upon his attaining the requirements to acquire Vested Status under the Rules and Regulations for the Plan, as at December 31, 2000 in accordance with Section 4.02(c).
- (b) After December 31, 1989, but before January 1, 2001
 - (i) An Employee, as defined in Section 1.17(a), who first has Contributions made on his behalf after December 31, 1989, but before January 1, 2001, shall become a Member of the Plan when Contributions are received on his behalf from his first Employer.
 - (ii) An Employee, as defined in Section 1.17(b), who is first employed by an Employer after December 31, 1989, but before January 1, 2001, shall

become a Member of the Plan on the first of the Year following the Year in which he has accumulated:

- (A) 700 hours of employment with an Employer, or
- (B) \$5,000 of Covered Earnings

whichever occurs earlier.

- (iii) An Employee, as defined in Section 1.17(a), who first has Contributions made on his behalf prior to January 1, 1990 and who has not met the requirements of subsection (c) below to become a Member of the Plan on January 1, 1990 shall become a Member of the Plan when Contributions are paid on his behalf by his Employer after December 31, 1989.

(c) Prior to January 1, 1990

- (i) An Employee, as defined in Section 1.17(a), who first has Contributions made on his behalf after December 31, 1986, shall become a Member of the Plan on the first day of the Year following the Year in which Contributions, together with Contributions made in prior Years, represent at least \$5,000 of Covered Earnings, provided that, for the purposes of this subparagraph, Contributions and Covered Earnings shall not be counted if they were earned in a Year that is prior in two consecutive Years in which no Contributions are made on behalf of the Employee.

- (ii) An Employee, as defined in Section 1.17(b) who is first employed by an Employer after December 31, 1986, shall become a Member of the Plan on the first day of the Year following the two consecutive Years in each of which he has accumulated:

- (A) 700 hours of employment with an Employer, or
- (B) \$5,000 of Covered Earnings.

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

Section 2.02. Termination of Membership.

- (a) An Employee, as defined in Section 1.17(a), shall terminate his status as a Member as of
 - (i) subject to paragraph (d) hereof, the first day of the calendar month immediately following 24 consecutive months in which no Contributions are made on his behalf;
 - (ii) the date the Member, having become eligible to commence receipt of a pension, elects to do so;
 - (iii) the date of death of the Member; or
 - (iv) the receipt of a written notice from the Member to have his pension commuted under Section 4.04 or 5.14;whichever occurs first.
- (b) An Employee, as defined in Section 1.17(a), who last has Contributions reported prior to January 1, 1990, shall terminate his status as a Member as of the first day of the calendar month immediately following 24 consecutive months in which no Contributions are made on his behalf.
- (c) An Employee, as defined in Section 1.17(b), shall terminate his status as a Member as of

- (i) subject to paragraph (d) hereof, the day he terminates employment with an Employer;
- (ii) the date the Member, having become eligible to commence receipt of a pension, elects to do so;
- (iii) the date of death of the Member; or
- (iv) the receipt of a written notice from the Member to have his pension commuted under Sections 4.04 or 5.14;

whichever occurs first.

- (d) Notwithstanding paragraphs a(i) and c(i), a Member subject to the pension law of Ontario shall not terminate his status as a Member until he delivers written notice of his election to terminate to the Trustees. His membership will be terminated on the later of the date he delivers written notice of his election and the end of the period described in paragraph (a)(i) or the date described in paragraph (c)(i), whichever is applicable.
- (e) An Employee subject to the pension law of Quebec shall terminate his status as a Member if the Employer that last remitted Contributions on the Employee's behalf has terminated Plan participation in accordance with Section 2.04.

Section 2.03. Reinstatement of Employee Membership.

An Employee who terminated Membership in accordance with Section 2.02 and who elected the Portability Option under Section 4.03, a lump sum payment under Section 4.04, or a payment of the Commuted Value of his pension under any provision of the Plan shall again become a Member upon meeting the requirements of Section 2.01.

An Employee who terminated Membership in accordance with Section 2.02 and who did not elect the Portability Option under Section 4.03, a lump sum payment under Section 4.04, or a payment of the Commuted Value of his pension under any provision of the Plan shall again become a Member when Contributions on his behalf resume.

Section 2.04. Ongoing Participation for Employees of an Employer.

An Employer and its Employees as defined in Section 1.17(a) are only eligible to participate if all the Employees in that class participate in this Plan. Participation of an Employer and its Employees as defined in Section 1.17(b) shall be subject to the terms and conditions adopted by the Trustees.

Section 2.05. Termination of Participation of Quebec Employers.

- (a) An Employer subject to the pension law of Quebec shall terminate participation in the Plan if:
 - (i) As at December 31, 2014, the Employer has not remitted and was not required to remit Contributions to the Plan for a period of at least 12 consecutive months; or
 - (ii) On or after January 1, 2015, the Employer is not required pursuant to a Contribution Agreement or Participation Agreement to remit Contributions to the Plan for a period of 12 consecutive months and the effective date of termination shall be December 31 of the calendar year in which such period of 12 months ends;
- (b) Subject to subsection (c), an Employer subject to the pension law of Quebec that terminates participation in the Plan shall only be required to remit to the Plan any outstanding Contributions required under a Contribution Agreement or Participation Agreement.
- (c) Any Employer subject to the pension law of Quebec that voluntary terminates participation in the Plan prior to April 2, 2020, will be subject to the provisions of the *Quebec Supplemental Pension Plans Act* as if Chapter X.2 and Section 319.4 of that Act did not apply. An Employer subject to the pension law of Quebec shall not be deemed to have voluntarily terminated participation if the Employer's withdrawal from the Plan resulted from the impossibility of adopting a recovery

plan, the alienation or closing down of all or part of the enterprise, the insolvency of the Employer or a change in union affiliation.

ARTICLE 3

Pension Eligibility and Amounts

Section 3.01. Normal Pension - Eligibility.

A Member shall be entitled to retire on a Normal Pension upon attainment of Normal Retirement Age.

A Normal Pension shall first be payable to a Member on his Normal Retirement Date.

Section 3.02. Normal Pension - Amount.

The monthly amount of the Normal Pension shall be the sum of subsections (a), (b), (c), (d) and (e) below:

(a) For Pensionable Service After December 31, 2012

The monthly amount of the Normal Pension is \$3.25 for each \$100 of Contributions made to the Fund on the Member's behalf that were in respect of pensionable service after December 31, 2012.

Notwithstanding anything to the contrary in this Plan, effective January 1, 2013, only 50% of the Contributions received for Pensionable Service on and after January 1, 2013 shall be used to calculate a Member's or Former Member's pension in respect of such service. For greater clarity, on and after January 1, 2013, 50% of the Contributions paid into the Fund in respect of pensionable service on and after January 1, 2013 shall not be considered Contributions for the purpose of calculating any pension or other payment under this Plan including, without limiting the generality of the foregoing, for calculating the Pre-Retirement Spouse's Benefit and the Pre-Retirement Death Benefit, but such Contributions will be Contributions for all other purposes.

(b) For Pensionable Service After December 31, 2010 and Before January 1, 2013

The monthly amount of the Normal Pension is \$3.25 for each \$100 of Contributions up to and including 10% of scale wages made to the Fund on the Member's behalf that were in respect of pensionable service after December 31, 2010 and before January 1, 2013. The monthly amount of the Normal Pension is \$2.00 for each \$100 of Contributions over 10% up to and including 12% of scale wages made to the Fund on the Member's behalf that were in respect of pensionable service after December 31, 2010 and before January 1, 2013.

(c) For Pensionable Service After April 30, 2006 and Before January 1, 2011

The monthly amount of the Normal Pension is \$3.70 for each \$100 of Contributions up to and including 10% of scale wages made to the Fund on the Member's behalf that were in respect of pensionable service after April 30, 2006 and before January 1, 2011. The monthly amount of the Normal Pension is \$2.00 for each \$100 of Contributions over 10% up to and including 12% of scale wages made to the Fund on the Member's behalf that were in respect of pensionable service after April 30, 2006 and before January 1, 2011.

(d) For Pensionable Service After December 31, 1991 and Before May 1, 2006

The monthly amount of the Normal Pension is \$3.70 for each \$100 of Contributions made to the Fund on the Member's behalf that were in respect of pensionable service after December 31, 1991 and before May 1, 2006.

(e) For Pensionable Service Before January 1, 1992

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

Section 3.03. Early Pension - Eligibility.

A Member shall be entitled to retire on an Early Pension upon attaining age 55, but before attaining Normal Retirement Age.

An Early Pension shall first be payable to a Member on his Early Retirement Date.

Section 3.04. Early Pension - Amount.

The monthly amount of the Early Pension shall be the sum of subsections (a) and (b) below:

(a) For Pensionable Service after December 31, 2010

The amount of the Normal Pension calculated in accordance with subsections (a) and (b) of Section 3.02, actuarially reduced for each full month by which the Member's Early Retirement Date precedes his Normal Retirement Date.

(b) For Pensionable Service before January 1, 2011

The monthly amount of the Normal Pension calculated in accordance with subsections (c), (d) and (e) of Section 3.02, reduced by the following percentages:

- (i) If the Member's Early Retirement Date is on or after the attainment of age sixty (60), one-third of one percent ($\frac{1}{3}$ of 1%) for each full month by which the Early Retirement Date precedes his Normal Retirement Date.
- (ii) If the Member's Early Retirement Date is prior to the attainment of age sixty (60), twenty percent (20%) plus one-half of one percent ($\frac{1}{2}$ of 1%) for each full month by which the Early Retirement Date precedes the first of the month coincident with or next following the attainment of age sixty (60).

Section 3.05. Deferred Pension - Eligibility.

A Former Member shall be entitled to retire on a Deferred Pension on or after attaining age 55.

A Deferred Pension shall first be payable to a Former Member on his Deferred Retirement Date.

Section 3.06. Deferred Pension - Amount.

- (a) On or After Normal Retirement Age. Subject to paragraph (c), if the Deferred Pension commences on or after the Former Member attains Normal Retirement Age, the monthly amount of the Deferred Pension shall be equal to the monthly amount of the Normal Pension as calculated in accordance with Section 3.02.
- (b) Before Normal Retirement Age. Subject to paragraph (c), if the Deferred Pension commences before the Former Member attains Normal Retirement Age, the monthly amount of the Deferred Pension shall be equal to the monthly amount of the Normal Pension as calculated in accordance with Section 3.04.
- (c) Ontario Former Members. In the case of a Former Member subject to the pension law of Ontario who terminates membership in the Plan in accordance with Section 2.02(d) on or after June 1, 2016, the monthly amount of the Deferred Pension shall be calculated in accordance with paragraphs (a) and (b), as applicable, and then multiplied by the Transfer Ratio as reported in the most recent actuarial valuation report or certificate for the Plan that was filed with the Financial Services Commission of Ontario before the date he terminated Plan membership. In this paragraph, “Transfer Ratio” means the “transfer ratio” of the Plan, as this term is defined under the Act, subject to a maximum of 1.0.

Section 3.07. Disability Pension - Eligibility.

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

- (a) he becomes Permanently and Totally Disabled as defined in Section 3.08;

- (b) Contributions were made on his behalf within the 24 consecutive calendar months that immediately precede his Disability Retirement Date;
- (c) he is not eligible to retire on a Normal Pension; and
- (d) he is not in receipt of a disability benefit under a long term disability program sponsored by the Employer.

A Disability Pension shall first be payable to a Member on his Disability Retirement Date.

Section 3.08. Permanently and Totally Disabled.

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

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

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

Section 3.09. Disability Pension - Amount.

The monthly amount of the Disability Pension shall be equal to the monthly amount of the Normal Pension accrued to the date of disability as calculated in accordance with Section 3.02.

Section 3.10. Cessation of Disability.

If an individual in receipt of a Disability Pension subsequently ceases to be Permanently and Totally Disabled and is, or thereafter becomes, eligible to retire on a Normal, Early or Deferred Pension, he may apply in accordance with the Plan for a Normal, Early or Deferred Pension, as the case may be.

Section 3.11. Pre-Retirement Spouse's Benefit - Eligibility.

Subject to any right to or interest in the benefit that may arise under Section 5.13 and provided the Spouse has not waived the right to a Pre-Retirement Spouse's Benefit in accordance with Section 3.12, 4.04 or 5.14, the Spouse of a Member or Former Member shall be entitled to a Pre-Retirement Spouse's Benefit if the Member or Former Member dies before meeting the requirements to be a Pensioner.

If the Spouse of a deceased Member or Former Member subject to the pension law of Alberta is eligible to receive a benefit under this Section but dies before pension commencement without having elected to make the transfer under Section 4.03(b), a lump sum payment equal to the Commuted Value of the deceased Member's or Former Member's pension shall be payable to the Spouse's designated beneficiary, if living, and otherwise to the Spouse's estate.

Section 3.12. Waiver of Pre-Retirement Spouse's Benefit.

(a) Members or Former Members Subject to the Pension Law of Ontario

The Spouse of a Member or Former Member may waive the right to the Pre-Retirement Spouse's Benefit by filing a written waiver with the Trustees in a form approved by the Ontario Superintendent of Financial Services, that is signed by

the Spouse in the presence of a witness. In the event such waiver is filed with the Trustees and has not been revoked by the Spouse prior to the Member's or Former Member's death, it shall be considered as if the Member or Former Member does not have a Spouse eligible for the Pre-Retirement Spouse's Benefit and Section 3.14 shall apply.

(b) Members or Former Members Subject to the Pension Law of **Alberta**

The Spouse of a Member or Former Member subject to the pension law of **Alberta** may waive the right to the Pre-Retirement Spouse's Benefit by executing a waiver in a form prescribed by the Act and in the presence of a witness but outside of the presence of the Member or Former Member. In the event such waiver is filed with the Trustees and has not been revoked by the Spouse prior to the payment of the Pre-Retirement Spouse's Benefit, it shall be considered as if the Member or Former Member does not have a Spouse eligible for the Pre-Retirement Spouse's Benefit and Section 3.14 shall apply. If the Spouse is also named as a designated Beneficiary, a waiver under this subsection shall disentitle the Spouse from receiving any benefit as a Beneficiary or from the estate of the Member or Former Member under Section 3.14.

(c) Members or Former Members Subject to the Pension Law of **British Columbia**

The Spouse of a Member or Former Member may waive the right to the Pre-Retirement Spouse's Benefit by executing a waiver in a form prescribed by the Act and in the presence of a witness. In the event such waiver is filed with the Trustees prior to the payment of the Pre-Retirement Spouse's Benefit, it shall be considered as if the Member or Former Member does not have a Spouse eligible for the Pre-Retirement Spouse's Benefit and Section 3.14 shall apply. If the Spouse is also named as a designated Beneficiary, a waiver under this subsection also removes the Spouse as the Member's or Former Member's Beneficiary.

(d) Members or Former Members Subject to the **Federal Pension Benefits Standards Act**

The Spouse of a Member or Former Member who dies before age 55 may, after the death of the Member or Former Member, waive in writing, the right to the Pre-Retirement Spouse's Benefit and designate a Dependant to receive the Pre-Retirement Death Benefit under Section 3.14. In this event, there shall be no Pre-Retirement Death Benefit payable to a Beneficiary and it shall be considered as if the Member or the Former Member did not have a Spouse eligible to for the Pre-Retirement Spouse's Benefit.

(e) Members or Former Members Subject to the Pension Law of **Quebec**

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

(f) Members or Former Members Subject to the Pension Law of **Saskatchewan**

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

(g) Members or Former Members Subject to the Pension Law of **Manitoba**

The Spouse of a Member or Former Member may, after being given the information prescribed under the Act in accordance with the requirements of the Act, waive the right to the Pre-Retirement Spouse's Benefit by executing a waiver in a form prescribed by the Act and in the presence of a witness but outside of the presence of the Member or Former Member. In the event such waiver is filed

with the Trustees in accordance with this subsection prior to payment of the Pre-Retirement Spouse's Benefit and has not been revoked prior to the Member's or Former Member's death, the Member or Former Member shall be considered not to have a Spouse eligible for the Pre-Retirement Spouse's Benefit and Section 3.14 shall apply. If the Spouse is also named as a designated Beneficiary, a waiver under this subsection shall also remove the Spouse as the Member's or Former Member's Beneficiary. The Spouse and the Member or Former Member may jointly revoke the waiver at any time prior to the death of the Member or Former Member by delivering a written revocation to the Trustees that is signed by each of them.

Section 3.13. Pre-Retirement Spouse's Benefit – Amount and Forms of Payment.

- (a) The Pre-Retirement Spouse's Benefit shall be a monthly amount, payable for the life of the surviving Spouse with the first 120 payments guaranteed, the value of which is equal to 100% of the Commuted Value of the Member's or Former Member's monthly pension accrued to the date of his death subject to the following:
 - (i) If a Member or Former Member dies on or after attaining age 55, the value of the Pre-Retirement Spouse's Benefit payable to the surviving Spouse shall be the greater of:
 - (A) the value of a 60% joint and survivor pension the Spouse would have been entitled to receive, had the Member or Former Member retired on a 60% joint and survivor pension the day before death; and
 - (B) the Commuted Value of the Member's or Former Member's benefit accrued to the date of death.
 - (ii) If a Member who is subject to the pension law of **Quebec** and who elects to postpone his pension in accordance with Section 5.05 dies during the

period of postponement, the value of the Pre-Retirement Spouse's Benefit that is payable to his surviving Spouse shall be the greater of

- (A) the value of a 60% joint and survivor pension the Spouse would have been entitled to receive, had the Member or Former Member retired on a 60% joint and survivor pension the day before death; and
- (B) the Commuted Value of the Member's or Former Member's benefit accrued to the date of death.

The Pre-Retirement Spouse's Benefit shall first be payable to the Spouse for the month following the month of death of the Member or Former Member, and shall be payable for the life of the surviving Spouse with the first 120 payments guaranteed. If the Spouse dies before receiving 120 monthly pension payments, any remaining payments shall be paid in a lump sum to the Spouse's estate.

(b) Cash Payment Option

- (i) In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member who is subject to the pension law of **New Brunswick, Nova Scotia, Ontario, Prince Edward Island, Quebec or Saskatchewan**, may elect to receive a cash payment of the Commuted Value of the benefit determined in subsection (a).
- (ii) In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member who is subject to the pension law of **Newfoundland** and who dies before attaining age 55 may elect to receive a cash payment of the Commuted Value of the benefit determined in subsection (a).
- (iii) In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member may elect to transfer the Commuted Value of the benefit determined in subsection (a) to a

registered retirement savings plan that is registered under the Income Tax Act

The Commuted Value shall be credited with interest from the date of death to the date of payment at the rate used to calculate the Commuted Value.

(c) Portability Option

In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member subject to the pension law of **Alberta, British Columbia, Manitoba, Newfoundland** or **Saskatchewan**, or of the **Federal Pension Benefits Standards Act, 1985** may elect to transfer the Commuted Value of the benefit determined in subsection (a) in accordance with the Portability Option as provided in Section 4.03(b).

The Commuted Value shall be credited with interest from the date of death to the date of payment at the rate used to calculate the Commuted Value.

(d) Deferred Pension Option

In lieu of the immediate monthly pension provided in subsection (a), the surviving Spouse of a Member or Former Member who is subject to the pension law of **Ontario** may elect to receive a deferred pension the value of which is equal to the Commuted Value of the benefit determined in subsection (a). If this option is elected, the payment of such pension may not be deferred beyond the month following the surviving Spouse's 65th birthday.

- (e) Notwithstanding paragraphs (a) and (b) of this Section, if the surviving Spouse of a deceased Member or Former Member subject to the pension law of **Alberta** dies before his or her pension commencement, a lump sum payment equal to the Commuted Value of the deceased Member's or Former Member's pension shall be payable to the Spouse's designated beneficiary, if living or, if there is no designated beneficiary living, to the Spouse's estate.

- (f) Notwithstanding paragraphs (a) and (b) of this Section, if the surviving Spouse of a deceased Member or Former Member subject to the pension law of British Columbia dies before his or her pension commencement, a lump sum payment equal to the Commuted Value of the deceased Member's or Former Member's pension shall be payable to the Spouse's designated beneficiary, if living or, if there is no designated beneficiary living, to the Spouse's estate.

Section 3.14. Pre-Retirement Death Benefit - Eligibility.

In the event a Member or Former Member dies before retirement and there is no person eligible to receive the benefit payable under Section 3.13, the Member's or Former Member's Beneficiary, designated in accordance with Section 5.07, shall be entitled to a Pre-Retirement Death Benefit if the Member or Former Member dies before meeting all the requirements to become a Pensioner.

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

Notwithstanding the foregoing, if a Spouse has designated a Dependant to receive the Pre-Retirement Death Benefit in accordance with subsection 3.12(d), no Pre-Retirement Death Benefit shall be payable to the Member's or Former Member's Beneficiary or estate.

Section 3.15. Pre-Retirement Death Benefit - Amount.

The Pre-Retirement Death Benefit shall be a lump sum payment, the value of which is equal to the Commuted Value of the benefit determined in Section 3.13(a).

Section 3.16. Whole Dollar Amount.

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

Section 3.17. Non-Duplication.

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

Section 3.18. Limitation of Benefit Amounts.

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

- (a) \$2,222 or such higher amount as may be permitted under the Income Tax Act, times the number of years of pensionable service before January 1, 1992, and
- (b) the amount that is the product of:
 - (i) two per cent per year of pensionable service before January 1, 1992; and
 - (ii) the highest average indexed compensation of the Member or Former Member, computed in accordance with the provisions of the Income Tax Act.

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

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

if the Member had continued in covered employment.

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

Section 3.19. Schedules A and B.

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

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

(b) Schedule A

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

(c) Schedule B

(i) In respect of the amount of Contributions allocated to Schedule B pursuant to subsection (a) above, the monthly amount of the Normal Pension is \$2.45 for each \$100 of Contributions so allocated.

(ii) The monthly pension determined in paragraph (i) under this Schedule B shall be increased on January 1 of each year by four per cent (4%).

- (iii) In lieu of the Normal Form of pension provided in Section 6.01, the monthly pension payable under this Schedule B shall be a life annuity guaranteed for 180 payments to a Pensioner who does not have a Spouse on the date the first installment of the pension is due or whose Spouse has waived the Joint Form.
- (iv) In lieu of the Joint Form of pension provided in Section 6.02, the monthly pension payable under this Schedule B to a Pensioner who has a Spouse on the date the first installment of the pension is due, shall be a joint and two-third ($\frac{2}{3}$) survivor pension with the first sixty (60) payments guaranteed. This pension shall provide payments to the Pensioner for as long as the Pensioner lives. If the Pensioner dies before receiving sixty monthly payments, the balance of such sixty payments shall be paid to the Spouse as they fall due, and thereafter the Spouse shall be paid a lifetime monthly pension equal to sixty-six and two-thirds per cent ($66\frac{2}{3}\%$) of the regular monthly pension that otherwise would have been payable to the Pensioner. If the Spouse predeceased the Pensioner and the Pensioner dies before receiving sixty monthly payments, the balance of the sixty payments shall be paid to the Beneficiary as they fall due.
- (v) In the event a Member or Former Member dies before retirement, in lieu of the benefits payable under Section 3.13(a), the Pre-Retirement Spouse's Benefit payable under this Schedule B shall be a lifetime monthly pension to the Spouse in the amount of $66\frac{2}{3}\%$ of the Member's or Former Member's benefit accrued to the date of his death, with the first 180 payments guaranteed. If the Spouse dies before receiving 180 payments, the balance of the 180 payments shall be paid to the Spouse's beneficiary as they fall due.

Section 3.20. Special Retirement Pension - Eligibility.

- (a) For Pensionable Service after December 31, 2010

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

- (i) he has attained age 55, but not age 65,
- (ii) Contributions were made on his behalf within the 24 consecutive calendar months that immediately precede his Early Retirement Date; and
- (iii) he has at least 20 Years in each of which Contributions were made to the Fund on his behalf. For the purpose of this paragraph only, Years of Contributions may include periods before January 1, 2011.

(b) For Pensionable Service before January 1, 2011

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

- (i) he has attained age 55, but not age 65,
- (ii) Contributions were made on his behalf within the 24 consecutive calendar months that immediately precede his Early Retirement Date; and
- (iii) he has at least 15 Years in each of which Contributions were made to the Fund on his behalf. For the purpose of this paragraph only, Years of Contributions may include periods after December 31, 2010.

For the purposes of paragraphs (a)(ii) and (b)(ii), the term “Years” shall not include any periods which have been cancelled before the attainment of Vested Status, nor shall it include any pension credit accumulated under the American Federation of Musicians’ and Employers’ Pension Fund of the United States.

A Special Retirement Pension shall first be payable to a Member on his Early Retirement Date. There shall be only one Early Retirement Date for each eligible Member. A Member who meets the requirements of subsection (b) but not subsection (a) and elects to

retire must commence to receive a pension in respect of all pensionable service on his Early Retirement Date.

Section 3.21. Special Retirement Pension - Amount.

The monthly amount of the Special Retirement Pension shall be the sum of subsections (a), (b) and (c) below:

(a) For Pensionable Service after December 31, 2012

The monthly amount of the Special Retirement Pension shall be calculated in accordance with subsection (a) of Section 3.02, actuarially reduced for each full month by which the Member's Early Retirement Date precedes his Normal Retirement Date.

(b) For Pensionable Service after December 31, 2010 and Before January 1, 2013

The monthly amount of the Special Retirement Pension shall be the monthly amount of the Normal Pension, calculated in accordance with subsection (b) of Section 3.02, reduced as follows:

- (i) If the Member's Early Retirement Date is on or after the attainment of age sixty-one (61), there shall be no reduction.
- (ii) If the Member's Early Retirement Date is prior to the attainment of age sixty-one (61), actuarially reduced for each full month by which the Early Retirement Date precedes the first of the month coincident with or next following the attainment of age sixty-one (61).

Notwithstanding the foregoing, in the event a Member meets the requirements of Section 3.20(b) but not Section 3.20(a), and elects to retire, the monthly amount of his Special Retirement Pension in respect of pensionable service after December 31, 2010 and before January 1, 2013 shall be calculated in accordance with subsection (b) of Section 3.02, actuarially reduced for each full month by

which the Member's Early Retirement Date precedes his Normal Retirement Date.

(c) For Pensionable Service before January 1, 2011

The monthly amount of the Special Retirement Pension shall be the monthly amount of the Normal Pension, calculated in accordance with subsections (c), (d) and (e) of Section 3.02, reduced by the following percentages:

- (i) If the Member's Early Retirement Date is on or after the attainment of age sixty-one (61), there shall be no reduction.
- (ii) If the Member's Early Retirement Date is prior to the attainment of age sixty-one (61), one-third of one per cent ($1/3$ of 1%) for each full month by which the Early Retirement Date precedes the first of the month coincident with or next following the attainment of age sixty-one (61).

Section 3.22. Additional Benefit - Eligibility.

- (a) Subject to paragraph (c), a Member who terminates Plan membership in accordance with Section 2.02 10 years or more before Normal Retirement Age shall be entitled to an Additional Benefit as calculated under Section 3.23(a) in respect of pensionable service after December 31, 2000.
- (b) Subject to paragraph (c), if a Member dies 10 or more years before Normal Retirement Age, his Spouse or designated Beneficiary, as the case may be, shall be entitled to an Additional Benefit as calculated under Section 3.23(b) in respect of pensionable service after December 31, 2000.
- (c) The following rules apply for the purposes of this Section 3.22 and Section 3.23:
 - (i) In respect of a Member subject to the pension law of **New Brunswick** or the Spouse or designated Beneficiary of a Member subject to the pension law of **New Brunswick**, pensionable service on or after June 1, 2016 will not be recognized for the purposes of Section 3.22 and 3.23.

- (ii) In respect of a Member other than one identified in subsection (i) who terminates membership in the Plan after June 1, 2016 or the Spouse or designated Beneficiary of a Member other than one identified in subsection (i) who dies after June 1, 2016, no benefits shall be payable under Section 3.22 or Section 3.23.

Section 3.23. Additional Benefit - Amount.

- (a) In the event a Member eligible for the Additional Benefit pursuant to Section 3.22(a) elects to exercise his option under Section 4.03(a), the Additional Benefit shall be a lump sum equal to the difference between:
 - (i) the Commuted Value of the Deferred Pension in respect of pensionable service after December 31, 2000 payable at age 65, adjusted by an “Adjustment Factor” and
 - (ii) the Commuted Value of the Deferred Pension in respect of pensionable service after December 31, 2000 calculated in accordance with Section 3.06(b).

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

- (b) In the event a Member eligible for the Additional Benefit pursuant to Section 3.22(a) elects to receive a Deferred Pension, the Additional Benefit shall be a monthly life annuity payable in the same form of payment as the Deferred Pension, the lump sum value of which, calculated in accordance with Section 61 of the **Quebec** *Supplemental Pension Plans Act*, is equal to the difference between

- (i) the Commuted Value of the Deferred Pension in respect of pensionable service after December 31, 2000 payable at age 65, adjusted by an “Adjustment Factor” and
- (ii) the Commuted Value of the Deferred Pension in respect of pensionable service after December 31, 2000 calculated in accordance with Section 3.06(b).

For purposes of this subsection only, the “Adjustment Factor” is the annualized percentage corresponding to 50% of the annualized uniform rate of change in the seasonally unadjusted All-Items Consumer Price Index for Canada published by Statistics Canada between the month the Member terminates membership and the month the Member reaches an age that is 10 years under Normal Retirement Age, such annualized adjustment rate to be compounded annually for the same period. In any event, the annualized adjustment rate shall not be less than 0% nor greater than 2%.

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

For a designated Beneficiary eligible pursuant to Section 3.22(b) or a surviving Spouse eligible pursuant to Section 3.22(b) who elects to exercise the option provided under Section 4.03(b), the Additional Benefit shall be determined in accordance with subsection (a) assuming that the Member terminated Plan membership on the day of his death.

Section 3.24. Discretionary Ad Hoc Increases.

The Trustees may in their sole discretion, from time to time, and with the advice of the Actuary, declare further bonuses or increases in payment and accrued pension credits, provided that such bonuses or increases shall be in the form of lifetime pension payments, that their amount shall be so determined on the basis of the Plan’s financial

position, and that the amount determined shall be in accordance with the requirements of the Income Tax Act.

Section 3.25. Payment of Commuted Value for Pre-Retirement Spouse's Benefit and Pre-Retirement Death Benefit

The Commuted Value of any Pre-Retirement Spouse's Benefits payable pursuant to Section 3.13(b) in respect of a surviving Spouse of a Member or Former Member or any Pre-Retirement Death Benefits payable pursuant to Sections 3.15 in respect of a Member or Former Member who is subject the Quebec *Supplemental Pension Plans Act*, shall be paid in full based on the terms of the Plan.

ARTICLE 4

Vesting Service and Portability

Section 4.01. Vesting Service.

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

Section 4.02. Vested Status.

- (a) An Employee who becomes a Member of the Plan after December 31, 2000 acquires immediate Vested Status.
- (b) Any Member of the Plan who has Contributions made on his behalf after December 31, 2000, acquires immediate Vested Status.
- (c) An Employee who becomes a Member of the Plan prior to January 1, 2001 and does not have any Contributions made on his behalf after December 31, 2000, acquires Vested Status on the earliest date that one of the following requirements is met:
 - (i) he has accumulated at least 24 months of Vesting Service; or
 - (ii) he has attained Normal Retirement Age while still a Member of the Plan.

Section 4.03. Portability Option.

- (a) (i) (I) Subject to Section 4.03(a)(i)(II), if a Member terminates membership in the Plan in accordance with subsections 2.02 (a) to (d) before being eligible for an immediate pension, such Member or Former Member may elect to transfer the Commuted Value of his accrued Normal Pension to:
 - (A) another pension plan if that other plan permits and the transfer is made in accordance with the transfer rules of the Income Tax Act and the Act;

- (B) a prescribed retirement savings arrangement or locked-in retirement account that is established in accordance with the provisions of the Act and registered under the Income Tax Act; or,
- (C) purchase an immediate or deferred life annuity of the kind permitted by the Act.

(II) If a Member subject to the pension law of Quebec terminates membership in the Plan in accordance with subsections 2.02(a) to (c) before being eligible for an immediate pension or terminates membership in the Plan in accordance with 2.02(e), such Member shall be entitled to elect to maintain his entitlements in the Plan or to transfer out of the Plan the Commuted Value of his accrued Normal Pension multiplied by the solvency funded ratio of the Plan as established in the last actuarial valuation that precedes the date of the application for transfer and for which the actuarial valuation report has been filed with the Financial Services Commission of Ontario to a maximum of one hundred percent (100%).

- (ii) Upon terminating his membership in the Plan, a Former Member who wishes to make the transfer as provided in subsection (a)(i) above, must notify the Fund of his election within 90 days from receipt of a termination statement.
- (iii) A Former Member who elects to make the transfer provided under subsection (a)(i) above shall cease to be a Former Member and shall not be entitled to any further benefits in respect of his membership before the transfer.
- (iv) If he is not subject to the pension law of Quebec, a Former Member who does not make an election within the time period as indicated in subsection (a)(ii), shall be deemed to have elected to receive a Deferred Pension

commencing at retirement. Such Former Member shall not be deemed to have the right to make any other election under this Section.

- (v) If he is subject to the pension law of **Quebec**, a Former Member who does not make an election within the time period as indicated in subsection (a)(ii) shall have the right to exercise this Portability Option within 90 days following the end of every fifth Year from the date of termination of membership to attainment of age 55, but no later than 90 days following the date on which the Former Member attains age 55.
 - (vi) If he is subject to the pension law of **British Columbia or Alberta**, a Former Member who returns to work and starts to accrue further benefits prior to the filing of an application and all other applicable documents to elect a transfer, such Former Member shall not have the right to make the transfer under this Section until a subsequent termination of Plan membership occurs.
 - (vii) The Spouse or former Spouse of a Former Member, who is entitled to a portion of the Former Member's pension benefits as a result of the application of Section 5.13, may elect this Portability Option at a time and in a manner as permitted under the Act, subject to all of the conditions as set forth in this subsection (a).
- (b) For a Member or Former Member subject to the pension law of **Alberta, British Columbia, Manitoba, Newfoundland or Saskatchewan**, or a Member or Former Member who is subject to the **Federal Pension Benefits Standards Act, 1985** and who dies before attaining age 55:
- (i) If a Member or a Former Member dies before retirement, his surviving Spouse may make the same election as is outlined in (a)(i) above, with respect to the Commuted Value of the Pre-Retirement Spouse's Benefit.

- (ii) A surviving Spouse who elects to make the transfer as provided in subsection (b)(i) above, must notify the Fund of his/her election within the later of:
 - (A) 90 days of the receipt of the required statement from the Fund; and
 - (B) 180 days following the day proof of death is provided to the Fund.
- (iii) Upon electing to make the transfer provided under subsection (b)(i) above, a surviving Spouse is not entitled to any further benefits in respect of the deceased Member's or Former Member's membership in the Plan.
- (iv) A surviving Spouse who does not make an election within the time period as indicated in subsection (b)(ii) above, shall be deemed to have elected to:
 - (A) receive a monthly life annuity, if such Spouse is subject to the pension law of **Alberta, British Columbia, Manitoba** or **Newfoundland**, or the **Federal Pension Benefits Standards Act, 1985**, or
 - (B) receive a cash payment, if such Spouse is subject to the pension law of **Saskatchewan**.

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

- (c) Notwithstanding the foregoing, if the Commuted Value is greater than the amount prescribed under the Income Tax Act for such transfer, the portion that exceeds the prescribed amount shall be paid in a lump sum to the Former Member or the surviving Spouse of a deceased Member or Former Member.
- (d) Notwithstanding the foregoing provisions of this Section, if making a transfer would impair the solvency of the Fund, the transfer of a portion or all of the Commuted Value may be deferred in accordance with the Act. Any amount so

deferred shall be credited with interest, and shall be transferred as soon as is practicable in accordance with the Act and the Income Tax Act.

Section 4.04. Unlocking for Non-Residents of Canada.

(a) **For Members or Former Members Subject to the Pension Law of Alberta**

A Member or Former Member subject to the pension law **Alberta** who meets the requirements of Section 4.03 to transfer the Commuted Value of the Member's or Former Member's accrued pension may elect to receive the Commuted Value in a lump sum payment if

- (i) the Member or Former Member has received written confirmation from the Canada Revenue Agency that he is a non-resident for income tax purposes under the *Income Tax Act* and provides a copy of that written confirmation to the Trustees; and
- (ii) the Member's or Former Member's Spouse, if any, waives, on a prescribed form and in the prescribed manner, any rights that he or she may have in the Plan under the *Alberta Employment Pension Plans Act*.

(b) **For Members or Former Members Subject to the Pension Law of British Columbia**

A Member or Former Member subject to the laws of British Columbia who meets the requirements of Section 4.03 to transfer the Commuted Value of the Member's or Former Member's accrued pension may elect to receive the Commuted Value in a lump sum if the Member or Former Member

- (i) has been absent from Canada for 2 or more years and provides such written evidence of such absence as is acceptable to the Trustees, and
- (ii) the Member's or Former Member's Spouse, if any, waives, on a prescribed form and in the prescribed manner, any rights that he or she may have in the Plan under the *British Columbia Pension Benefits Standards Act*.

(c) For Members Subject to the Pension Law of **New Brunswick**

On termination of Plan membership, a Member may elect to receive the Commuted Value of his accrued pension in a lump sum if

- (i) the Member and his Spouse, if any, are not Canadian citizens,
- (ii) the Member and his Spouse, if any, are not resident in Canada for the purposes of the Income Tax Act, and
- (iii) the Member's Spouse, if any, waives, on a prescribed form, any rights that he or she may have in the Plan under the *Pension Benefits Act*.

(d) For Members Subject to the Pension Law of **Quebec**

A Member whose Plan membership has terminated and who has not been residing in Canada for at least two years in accordance with the criteria under the *Civil Code of Quebec*, is entitled to a refund of the Commuted Value of his accrued pension.

(e) For Members or Former Members Subject to the **Federal Pension Benefits Standards Act, 1985**

A Member or Former Member who meets the requirements of Section 4.03(a) to transfer the Commuted Value of the Member's or Former Member's accrued pension may elect to receive the Commuted Value in a lump sum if the Member or Former Member has ceased to be a resident of Canada for at least two calendar years and the Member's or Former Member's Spouse, if any, waives in writing any rights that he or she may have in the Plan under the *Pension Benefits Standards Act, 1985*. For the purpose of this subsection, a Member or Former Member shall be deemed to have been a resident of Canada throughout a calendar year if that Member or Former Member has sojourned in Canada in the year for a period of, or periods the total of which is, 183 days or more.

(f) For Members or Former Members Subject to the Pension Law of **Manitoba**

Subject to an order under *The Garnishment Act* to enforce a maintenance order within the meaning of that Act and to an order under *The Family Maintenance Act* to preserve assets, a Member, Former Member or the surviving Spouse of a deceased Member or Former Member who meets the requirements of Section 4.03 to transfer the Commuted Value of the Member's or Former Member's accrued pension and who has not commenced to receive a pension may elect to receive the Commuted Value in a lump sum if

- (i) the Member, Former Member or surviving Spouse has been declared by the Canada Revenue Agency under the Income Tax Act to be a non-resident for income tax purposes and provides the Trustees with written confirmation that he is a non-resident of Canada for the purposes of the Income Tax Act;
- (ii) the Member, Former Member or surviving Spouse receives from the Trustees the information prescribed under the Act and in accordance with the requirements of the Act for such a lump sum withdrawal;
- (iii) the Member, Former Member or surviving Spouse applies to the Trustees to receive a Commuted Value in a lump sum;
- (iv) in the case of a Member or Former Member, the Member's or Former Member's Spouse, if any, after being given the information prescribed under the Act in accordance with the requirements of the Act, consents in writing to the lump sum withdrawal in a form prescribed under the Act and this written consent is provided to the Trustees; and
- (v) the Member, Former Member or surviving Spouse provides the Trustees with such additional information as they may reasonably require to facilitate the lump sum withdrawal.

The consent of the Spouse of the Member or Former Member to the lump sum withdrawal shall not be required if, at the time of applying for the lump sum withdrawal of the Commuted Value, the Spouse is living separate and apart from the Member or Former Member by reason of a breakdown of their relationship.

The amount that may be withdrawn in a lump sum under this subsection must be reduced by any amount that is or may become payable under Section 5.13 from the Plan to a person who is living separate and apart from the non-resident Member or Former Member at the time of the application for a lump sum withdrawal.

ARTICLE 5

Applications, Benefit Payments, and Retirement

Section 5.01. Applications.

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

Section 5.02. Information and Proof.

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

Section 5.03. Action of Trustees.

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

Section 5.04. Commutation of Small Pension.

The following subsections shall apply in respect of a small pension notwithstanding the provisions of Sections 4.03, 6.01 and 6.02.

(a) **For Persons Subject to the Pension Law of Alberta**

Upon the termination or retirement of a Member subject to the pension law of **Alberta** or upon the death of a Member or Former Member subject to the pension law of **Alberta**, such Member or Former Member or the surviving Spouse of such deceased Member or Former Member may elect a single cash payment that is the Commuted Value of the Member's or Former Member's monthly pension in full settlement of any and all benefits to which the Member, Former Member or surviving Spouse may be entitled if the Commuted Value of the monthly pension that would be payable at the Member's or Former Member's Normal Retirement Age does not exceed 20% of the YMPE for the Year in which the termination, death or retirement, whichever applies occurs, or, if later, the application for benefit is received by the Trustees.

(b) **For Persons Subject to the Pension Law of British Columbia**

Upon the earliest of termination of membership or retirement of a Member subject to the laws of British Columbia or upon the death of a Member or Former Member subject to the laws of British Columbia, such Member or Former Member or the surviving Spouse of such deceased Member or Former Member, may elect a single cash payment that is the Commuted Value of the Member's or Former Member's monthly pension in full settlement of any and all pension benefits to which the Member, Former Member, or the surviving Spouse may be entitled if the Commuted Value of the monthly pension that would be payable at Normal Retirement Age does not exceed 20% of the YMPE for the Year in which the earliest of termination of membership, death or retirement occurs.

(c) For Persons Subject to the **Federal Pension Benefits Standards Act, 1985**

Upon the termination of membership or retirement of a Member, or the death of a Member or Former Member, the Trustees may pay to such Member or Former Member or his surviving Spouse a single cash payment that is the Commuted Value of the Member's or Former Member's monthly pension, in full settlement of any and all benefits to which the Member or Former Member or his surviving Spouse may be entitled if the monthly pension is less than 1/12 of 4% of the YMPE for the Year in which the termination of membership, retirement or death occurs.

(d) For Persons Subject to the Pension Law of **Manitoba**

Upon the earliest of the termination of membership of a Member, the retirement of a Member, the death of a Member or Former Member, and the division of a Former Member's or Pensioner's pension benefit credit under Section 5.13, a single cash payment that is the Commuted Value of the Member's or Former Member's monthly pension shall be paid to such Member or Former Member or his surviving Spouse in full settlement of any and all pension benefits to which the Member, Former Member or the surviving Spouse may be entitled if

- (i) the monthly pension that would be payable at Normal Retirement Age is no more than 1/12 of 4% of the YMPE for the Year in which the earliest of the termination of membership, retirement, death or division of a Former Member's or Pensioner's pension under Section 5.13 occurs; or
- (ii) the Commuted Value of the pension is less than 20% of the YMPE for the Year in which the earliest of the termination of membership, retirement, death or division of a Former Member's or Pensioner's pension under Section 5.13 occurs.

(e) For Persons Subject to the Pension Law of **Newfoundland**

Upon the earliest of termination of membership or retirement of a Member or upon the death of a Member or Former Member, such Member or Former Member or his surviving Spouse may elect a single cash payment that is the Commuted Value of the Member's or Former Member's monthly pension, in full settlement of any and all benefits to which the Member, Former Member or the surviving Spouse may be entitled if:

- (i) the monthly pension that would be payable is less than 1/12 of 4% of the YMPE for the Year in which the earliest of termination of membership, death or retirement occurs; or
- (ii) the Commuted Value of the monthly pension that would be payable is less than 10% of the YMPE for the Year in which the earliest of termination of membership, death or retirement occurs.

(f) For Persons Subject to the Pension Law of **New Brunswick**

Upon the termination of membership or retirement of a Member, the Trustees may pay to such Member a single cash payment that is the Commuted Value of the Member's monthly pension in full settlement of any and all benefits to which the Member may be entitled if the adjusted commuted value of the pension is less than 40% of the YMPE for the Year in which the termination of membership or retirement occurs and his Spouse waives, in writing, any rights that he or she may have under the Plan and the Act. The adjusted commuted value shall be the Commuted Value credited with interest at the rate of 6% per year for each year the Member is younger than age 65 based on his age on December 31 of the Year in which the termination of membership or retirement occurs.

(g) For Persons Subject to the Pension Law of **Nova Scotia**

Upon the termination of membership or retirement of a Member, the Trustees may pay to such Member a single cash payment that is the Commuted Value of

the Member's monthly pension, in full settlement of any and all benefits to which the Member may be entitled if

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

(h) For Persons Subject to the Pension Law of **Quebec**

Upon termination of membership or retirement, a Member or Former Member may elect a single cash payment that is the Commuted Value of the monthly pension in full settlement of any and all benefits to which he may be entitled if the Commuted Value of the monthly pension that would be payable at Normal Retirement Age is less than 20% of the YMPE for the Year in which the Member ceases membership in the Plan or retires. This right may be exercised, before payment of pension begins, by applying within 90 days of the receipt of the termination statement and subsequently, within 90 days following the end of every 5th Year from the date of termination of membership.

(i) For Persons Subject to the Pension Law of **Saskatchewan**

Upon the termination of membership or retirement of a Member or upon the death of a Member or Former Member, the Trustees may pay to such Member or Former Member or his surviving Spouse a single cash payment that is the Commuted Value of the Member's or Former Member's monthly pension, in full settlement of any and all benefits to which the Member or Former Member or his surviving Spouse may be entitled if

- (i) the monthly pension is less than 1/12 of 4% of the YMPE for the Year in which the payment occurs; or

- (ii) the Commuted Value of the monthly pension is less than 20% of the YMPE for the Year in which the payment occurs.
- (j) For Persons Subject to the Pension Law of **Ontario**
 - (i) the monthly pension is less than 1/12 of 4% of the YMPE for the Year in which the payment occurs; or
 - (ii) the Commuted Value of the monthly pension is less than 20% of the YMPE for the Year in which the payment occurs.
- (k) For Persons Subject to the Pension Law of **Prince Edward Island**

Upon the termination of membership or retirement of a Member, the Trustees may pay to such Member a single cash payment that is the Commuted Value of the Member's monthly pension in full settlement of any and all benefits to which the Member may be entitled if the monthly pension that would be payable at Normal Retirement Age is less than 1/12 of 2% of the YMPE for the Year in which the Member terminates membership or retires.

Section 5.05. Postponed Retirement.

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

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

Notwithstanding the foregoing, payment of benefits to a Member or Former Member shall commence no later than the end of the Year in which the Member or Former Member attains seventy-one years of age.

Section 5.06. Employment After Retirement.

If, before the end of the Year in which a Pensioner attains age seventy-one (71), the Pensioner is in employment of the type described in Section 1.17, the Contributions remitted to the Fund on his behalf for such employment shall be accumulated in his post-retirement contribution account. At the end of each Year, if the Contributions received during that Year, together with credited interest totalled at least \$100, the total amount shall be withdrawn from the post-retirement contribution account and converted into a monthly pension based on actuarial tables and methods recommended by the Actuary and approved by the Trustees. The additional monthly pension benefit shall be effective on the first of the year following the Year in which such Contributions were made. The interest to be credited to the Contributions received during the Year shall be based on the Fund's rate of return for the Year net of investment management fees.

Notwithstanding the foregoing, effective January 1, 2013, only 50% of the Contributions remitted in respect of a Pensioner's employment on and after January 1, 2013 shall be credited to the Pensioner's post retirement contribution account for the calculation of an additional monthly pension in accordance with the preceding paragraph.

Section 5.07. Designation of Beneficiary.

A Member, Former Member or Pensioner may designate a Beneficiary or Beneficiaries to receive the death benefits, if any, provided in accordance with Sections 3.14 or 6.01 by forwarding such designation to the Trustees in writing and in a form acceptable to the Trustees.

Any benefits provided in accordance with Sections 3.14 or 6.01 shall be paid to such designated Beneficiary. If such designated Beneficiary, who has survived the Pensioner and is, therefore, entitled to the benefits dies prior to the receipt of the payment of benefits, such benefits shall be paid to the estate of such Beneficiary.

A Member, Former Member or Pensioner shall have the right to change his designation of Beneficiary without the consent of the Beneficiary, but no change shall be effective or binding on the Trustees unless it is received by the Trustees prior to the time any payments are made to the Beneficiary whose designation is on file with the Trustees.

Notwithstanding the foregoing, if the Member, Former Member or Pensioner is subject to the pension law of **Quebec** and has designated his Spouse as a Beneficiary under this Plan, such designation is irrevocable unless otherwise stipulated in the designation.

Notwithstanding anything in the foregoing to the contrary, for a Member, Former Member or Pensioner subject to the pension law of **Alberta**, the designation of Beneficiary shall be in accordance with Section 7171(2) of the Alberta *Wills and Succession Act* otherwise the designation shall be invalid.

Section 5.08. No Beneficiary.

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

Section 5.09. Statutory Beneficiary.

The provisions of Sections 5.07 and 5.08 shall be subject to the right of entitlement of a Spouse to receive the death benefits as may be prescribed by the Act.

Section 5.10. Incompetence or Incapacity of a Pensioner, Spouse or Beneficiary.

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

Section 5.11. Non-Assignment of Benefits.

Except as may be provided under Section 5.13, by the Act, or any other statutory obligation, no Member, Former Member, Pensioner, Spouse or Beneficiary entitled to any benefits under this Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, charge, give as security, surrender or impair in any manner his legal or beneficial interest, or any interest in the assets of the Pension Fund, or any interest in any benefits of this Plan. Neither the Pension Fund nor any of the assets thereof, shall be liable for the debts of any Member, Former Member, Pensioner, Spouse or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment, seizure, or execution or process in any court or action or proceeding.

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

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

Section 5.12. Notice.

A letter mailed to the last known address of any Employee, Member, Former Member, Pensioner, Beneficiary, Spouse or other person shall constitute proper notice. Any Employee, Member, Former Member, Pensioner, Beneficiary, Spouse or other person shall be obligated to keep the Trustees advised of his mailing address (so that any properly addressed mail will be received by him within 6 months). Failure to keep the

Trustees advised of a proper mailing address shall not constitute good cause for failure to respond to any notice from the Trustees addressed to the last known address.

Section 5.13. Payment on Marriage Breakdown.

If a Member, Former Member or Pensioner obtains a divorce, annulment or separation, his or her entitlement under this Plan may be divided with his Spouse or former Spouse in accordance with the Act. Any such division shall be subject to the requirements and restrictions contained in the Act. Following a division under this Section, the Spouse's or former Spouse's share shall be distributed in such manner as may be required under the Act, subject to the requirements and restrictions contained in the Act.

In the event a Member's, Former Member's or Pensioner's pension benefit or its Commuted Value is divided under this Section, the Member's, Former Member's or Pensioner's pension benefit or Commuted Value will be adjusted in accordance with the Act to reflect the division. In no case may the actuarial present value of the benefits paid to the Member, Former Member or Pensioner and his Spouse or former Spouse be greater than what would have been payable had the spousal relationship not been dissolved.

In their sole discretion, the Trustees may charge such fees as may be permitted under the Act for providing statements, information, or services in connection with a division, including a potential division, of the entitlement under this Plan of a Member, Former Member or Pensioner under this Section. Such fees shall be charged in the manner permitted under the Act.

Section 5.14. Shortened Life Expectancy.

- (a) For Members, Former Members or Pensioners Subject to the Pension Law of Ontario.

A Member, Former Member, or Pensioner subject to the pension law of **Ontario** who has an illness or physical disability that is likely to shorten his life expectancy to less than two years may elect to receive a lump sum payment of the Commuted Value of his accrued pension in lieu of a monthly pension if he

submits an application to the Trustees that satisfies the conditions specified in subsection (h) below.

(b) **For Members or Former Members Subject to the Pension Law of Nova Scotia**

A Member or Former Member subject to the pension law of **Nova Scotia** who has an illness or physical disability that is likely to shorten his life expectancy to less than two years may elect to receive a lump sum payment of the Commuted Value of his accrued pension in lieu of a monthly pension if he submits an application to the Trustees that satisfies the conditions specified in subsection (h) below.

(c) **For Members or Former Members Subject to the Pension Law of Alberta or British Columbia**

A Member or Former Member subject to the pension law of **Alberta** or **British Columbia** who has an illness or disability that is likely to considerably shorten his life expectancy or to be terminal may, before payment of the pension begins, elect to receive a lump sum payment of the Commuted Value of his accrued pension in lieu of a monthly pension at retirement if he submits an application to the Trustees that satisfies the conditions specified in subsection (h) below.

(d) **For Members or Former Members Subject to the Pension Law of Saskatchewan or their Surviving Spouses**

A Member or Former Member subject to the pension law of **Saskatchewan** or his surviving Spouse, who has a condition that is likely to shorten his life expectancy to less than two years may, before payment of the pension begins, elect to receive a lump sum payment of the Commuted Value of his accrued pension in lieu of a monthly pension at retirement if he submits an application to the Trustees that satisfies the conditions specified in subsection (h) below.

(e) **For Members or Former Members Subject to the Pension Law of Manitoba**

A Member or Former Member subject to the pension law of **Manitoba** who has an terminal illness or disability that is likely to shorten his life expectancy to less

than two years may, before payment of the pension begins, elect to receive a lump sum payment of the Commuted Value of his accrued pension in lieu of a monthly pension at retirement if he submits an application to the Trustees that satisfies the conditions specified in subsection (h) below.

(f) For Members or Former Members Subject to the Pension Law of **Quebec** or their Surviving Spouses

A Member or Former Member subject to the pension law of **Quebec** or the surviving Spouse of such a deceased Member or Former Member who has an illness or physical or mental disability that reduces his life expectancy to less than two years may, before payment of the pension begins, elect to receive a lump sum payment of the Commuted Value of his accrued pension in lieu of a monthly pension at retirement if he submits an application to the Trustees that satisfies the conditions specified in subsection (h) below.

(g) For Members or Former Members Subject to the Pension Law of **New Brunswick, Newfoundland** or the **Federal Pension Benefits Standards Act, 1985**

A Member or Former Member subject to the pension law of **New Brunswick, Newfoundland** or the **Federal Pension Benefits Standards Act, 1985** who has a mental or physical disability that is likely to shorten his life expectancy to less than two years may, before payment of the pension begins, elect to receive a lump sum payment of the Commuted Value of his accrued pension in lieu of a monthly pension at retirement if he submits an application to the Trustees that satisfies the conditions specified in subsection (h) below.

(h) An application under subsection (a), (b), (c), (d), (e), (f) or (g) must satisfy the following conditions:

(i) A written application must be made on a prescribed form or a form approved by the Trustees.

- (ii) The application must be signed by the applicant and be accompanied by the following documents:
 - (A) A statement signed by a physician who is licensed to practice medicine in a jurisdiction in Canada that, in the opinion of the physician, the applicant's illness, physical disability, disability, condition, terminal illness, or mental disability referred to in subsection (a), (b), (c), (d), (e), (f), or (g) is likely
 - (I) to shorten his or her life expectancy to less than two years if the applicant is subject to the pension law of **Ontario, Saskatchewan, Quebec, Manitoba, New Brunswick, Newfoundland, Nova Scotia** or the **Federal Pension Benefits Standards Act, 1985**; or
 - (II) to shorten his or her life expectancy considerably or to be terminal if the applicant is subject to the pension law of **Alberta or British Columbia**.
 - (B) If the applicant is a Member, Former Member or Pensioner, a declaration about a Spouse made on a form and in the manner prescribed in the Act and by the Trustees.
- (h) Notwithstanding the above, the election and payment of benefits under this subsection shall be in accordance with the conditions set out in the Act.
- (i) Upon receiving a document required under this Section, the Trustees shall provide the Member, Former Member, Pensioner or Spouse with a receipt for the document stating the date on which it was received.

A lump sum payment made under this provision to any Member, Former Member, Pensioner or Spouse shall be in full satisfaction of all obligations of the Plan in respect of the Member, Former Member, Pensioner or Spouse and, upon payment

of the lump sum referenced above, the person referred to above shall be deemed to be terminated from the Plan.

Section 5.15. Payment Option for Lump Sum Benefit.

An individual who is eligible for a lump sum cash payment under the Plan may elect to have that lump sum transferred, to the extent permitted under the Income Tax Act, to a registered retirement savings plan as defined under the Income Tax Act.

ARTICLE 6

Forms of Pension Payment

Section 6.01. Normal Form.

The Normal Form of pension payment for a Normal, Special Retirement, Deferred, Early or Disability Pension for a Member or Former Member who does not have a Spouse at the date pension benefit payments commence or whose Spouse has waived his or her entitlement pursuant to Section 6.02 shall be an equal monthly amount of pension payable throughout the remaining lifetime of the Pensioner with the last pension payment as of the first day of the month in which the Pensioner's death occurs (life annuity with no guarantee).

For benefits accrued in respect of pensionable service before January 1, 2011, the monthly amount of pension shall be increased so that it is actuarially equivalent in value to a life annuity guaranteed for 120 payments.

Section 6.02. Joint Form - For a Member or Former Member Who Has A Spouse.

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

For benefits in respect of pensionable service after December 31, 2010, the monthly amount of pension payable in the Joint Form shall be reduced so that it is actuarially equivalent in value to a life annuity with no guarantee. For benefits accrued in respect of pensionable service before January 1, 2011, no adjustment to the monthly benefit shall be made.

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

(a) For Members or Former Members Subject to the Pension Law of **Alberta**

The written waiver shall be in a form prescribed under the Act, that is signed by the Spouse within 90 days before commencement of the pension, in the presence of a witness but outside the presence of the Member or Former Member. The Spouse shall then be deemed to be the sole Beneficiary for purposes of Section 5.07, unless the Spouse waives his or her status as a Beneficiary in a form prescribed under the Act that is signed and filed with the Trustees within 90 days before commencement of the pension.

(b) For Members or Former Members Subject to the Pension Law of **British Columbia**

The written waiver shall be in a form prescribed under the Act that is signed by the Spouse within 90 days before commencement of the pension, in the presence of a witness but outside the presence of the Member or Former Member.

(c) For Members or Former Members Subject to the Pension Law of **Manitoba**

The written waiver shall be in a form approved by the Superintendent of Pensions for Manitoba, that is signed by the Spouse, after being given the information prescribed under the Act in accordance with the requirements of the Act, in the presence of a witness but outside the presence of the Member or Former Member, within 60 days before the commencement of the pension. The Spouse may revoke the waiver by delivering a written revocation to the Trustees at any time before the commencement of the pension of the Member or Former Member.

(d) For Members or Former Members Subject to the Pension Law of **Saskatchewan**

The written waiver shall be in a form prescribed under the Act, that is signed by the Spouse within 90 days before commencement of the pension, in the presence

of a witness but outside the presence of the Member or Former Member. The Spouse may revoke the waiver provided the Trustees are notified in writing before commencement of the Member's or Former Member's pension.

(e) For Members or Former Members Subject to the Pension Law of **Quebec**

The written waiver shall contain the information prescribed by the Act, be signed by the Spouse and be filed with the Trustees before the commencement of the Member's or Former Member's pension. The Spouse may also revoke the waiver provided the Trustees are notified in writing before commencement of the Member's or Former Member's pension.

(f) For Members or Former Members Subject to the Pension Law of **Newfoundland**

The written waiver shall be in a form prescribed under the Act, that is signed by the Member or Former Member and his Spouse in the presence of a witness, and delivered to the Trustees within 12 months before commencement of the pension.

(g) For Members or Former Members Subject to the Pension Law of **New Brunswick**

The written waiver shall be in a form prescribed under the Act, that is signed by the Spouse in the presence of a Notary Public or a Commissioner of Oaths, and delivered to the Trustees within 12 months before commencement of the pension. The Member or Former Member and his Spouse may jointly revoke the waiver on a form prescribed under the Act and file it with the Trustees before the commencement of the pension.

(h) For Members or Former Members Subject to the Pension Law of **Nova Scotia**

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

- (i) For Members or Former Members Subject to the **Federal Pension Benefits Standards Act, 1985**

The written waiver shall be in a form prescribed under the Act, that is signed by the Spouse in the presence of a witness, and filed with the Trustees before commencement of the pension.

- (j) For All Other Members or Former Members

For every other Member or Former Member, the written waiver shall be in a form approved by the Ontario Superintendent of Financial Services, that is signed by the Member or Former Member and his Spouse in the presence of a witness, and that is delivered to the Trustees within 12 months prior to the commencement of the pension. The Member or Former Member and his Spouse may jointly revoke the waiver by delivering a written and signed notice to the Trustees before the commencement of the pension.

Upon receipt by the Trustees of such written waiver, the form of pension payment shall be as outlined in Section 6.01 or, if the Member or Former Member is entitled to a Normal, Special Retirement, Early or Deferred Pension, he may elect one of the Optional Forms provided in Section 6.04(a).

Notwithstanding the foregoing, a written waiver shall not be required for a Member or Former Member who is entitled to a Normal, Special Retirement, Early or Deferred Pension, who has a Spouse on the date pension benefit payments commence, and who wishes to elect one of the Optional Forms provided in Sections 6.04(b) and (c).

Section 6.03. Conditions for Payment in the Joint Form.

Payment of a Joint Form under Section 6.02 shall be subject to the following conditions:

- (a) The Joint Form of pension is payable for the lifetime of the Pensioner and the surviving Spouse and cannot be terminated on the remarriage of the surviving Spouse.

- (b) The Trustees shall be entitled to rely on a written representation filed by the Member or Former Member together with his application for pension as to whether or not he has a Spouse. This reliance shall include the right to deny benefits to a person claiming to be the Spouse of a Member or Former Member in contradiction to the aforementioned representation of the Member or Former Member.
- (c) If the Spouse dies prior to the first month for which a pension benefit is payable to the Pensioner, the Joint Form of pension will not be operative and the Pensioner will be treated as if he did not have a Spouse, and his benefits shall be paid in accordance with the provisions of Section 6.01.
- (d) Once the pension benefit becomes payable, the monthly amount shall not be increased if the Spouse is subsequently divorced or separated from the Pensioner or if the Spouse acquires a new spouse or if the Spouse predeceases the Pensioner.
- (e) If the Member or Former Member is not living on the date pension benefit payments would have commenced, the joint and survivor benefit shall not be operative and the Pre-Retirement Spouse's Benefit in Section 3.11 or the Pre-Retirement Death Benefit in Section 3.15, whichever is applicable, shall then apply.
- (f) If the Member or Former Member is subject to the pension law of **British Columbia** or **Manitoba**, Section 6.02 does not apply to the Spouse or former Spouse in respect of whom the Trustees have received a notice of division of pension benefits prior to pension commencement.
- (g) Notwithstanding the provision of subsections (a) and (d) of this Section, if the Spouse of a Pensioner subject to the pension law of Quebec loses the right to the survivor benefit in accordance with Section 1.33(i), the Pensioner is entitled, upon submitting a written request to the Trustees, to have his pension recalculated as of the effective date of the judgment granting the separation from bed and board, the divorce or the annulment of marriage, as of the date of the dissolution of the civil

union or as of the date of the cessation of the conjugal relationship. The amount and the characteristics of the recalculated pension shall be the same as the pension that would have been payable to the Pensioner as of the date of recalculation if the Pensioner had not had a Spouse when payment of the original pension began. This paragraph applies to divorces, marriage annulments, separations from bed and board, dissolutions or annulments of a civil union and cessations of conjugal relationship having become effective after December 31, 2000.

Notwithstanding the foregoing, where the Spouse of a Pensioner loses the right to a survivor benefit as a result of a divorce, marriage annulment, separation from bed and board, dissolution or annulment of a civil union or cessation of conjugal relationship that became effective prior to January 1, 2001, the Pensioner may make a written application to have his pension recalculated as of the date of his application. In this case, the amount of the monthly pension shall be recalculated in accordance with the following formula:

$$A \times B \div C$$

where

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

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

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

Section 6.04. Optional Forms.

- (a) A Member or Former Member who is entitled to a Normal, Special Retirement, Early or Deferred Pension and who does not have a Spouse or whose Spouse has waived the Joint Form pursuant to Section 6.02, may elect to receive payment in one of the following Optional Forms:
 - (i) A pension payable throughout the remaining lifetime of the Pensioner with pension payments guaranteed for 60 months (life annuity with 5-Year guarantee).
 - (ii) A pension payable throughout the remaining lifetime of the Pensioner with pension payments guaranteed for 120 months (life annuity with 10-Year guarantee).
 - (iii) A pension payable throughout the remaining lifetime of the Pensioner with pension payments guaranteed for 180 months (life annuity with 15-Year guarantee).
- (b) In lieu of the Joint Form, a Member or Former Member who is entitled to a Normal, Special Retirement, Early or Deferred Pension and who has a Spouse may elect to receive payment in a joint and survivor pension under which the lifetime pension payments to the Spouse following the Pensioner's death are 100% of the pension payments to the Pensioner (100% joint & survivor option) with no guarantee period.
- (c) In lieu of the Joint Form, a Member or Former Member who is entitled to a Normal, Special Retirement, Early or Deferred Pension and who has a Spouse may elect to receive payment in a joint and survivor pension under which the lifetime pension payments to the Spouse of the Pensioner following his death are 66 2/3% of the pension payments to the Pensioner. If, however, the Pensioner dies before he has received 120 monthly pension payments, his full monthly pension shall continue to be paid to his surviving Spouse until a total of 120 payments have been made to him and his surviving Spouse, at which time, monthly

payments will be reduced to 66 2/3% of the monthly pension the Pensioner was receiving before his death. In the case of a Spouse dying after the Pensioner but before the 120 payments have been made, the actuarial equivalent of the remaining payments will be paid in cash to the Spouse's beneficiary or estate (66 2/3% joint and survivor option with 120-month guarantee).

The amount of each Optional Form of pension shall be determined by the Trustees on the advice of the Actuary so that its expected cost is actuarially equivalent to the Normal Form as described in Section 6.01 or 6.02 as appropriate.

Section 6.05. Conditions of Election of Optional Form.

Election of an Optional Form of payment shall be subject to the following conditions:

- (a) It must be made in writing on a form prescribed by the Trustees and filed with the Trustees on the date application for a pension is made.
- (b) Election of any of these options is in lieu of the form of payment provided in Sections 6.01 or 6.02.
- (c) An optional form may be revoked by a written request filed with the Trustees, provided the request for such change was made prior to the commencement of pension payments.
- (d) In respect of the 100% joint & survivor option and the 66 2/3% joint and survivor with 120-month guarantee option, if the Spouse dies prior to the first month for which a pension benefit is payable to the Member or Former Member, the election will be void and the Member or Former Member will be treated as if he made no election.
- (e) Election of any of these options shall not be approved if it would result in a monthly benefit to the Pensioner or to the Spouse if the 100% joint & survivor option or the 66 2/3% joint and survivor option with 120-month guarantee option were elected, of less than the Small Pension requirements described in Section 5.04 .

Section 6.06. Special Provisions for Former Members, Pensioners and Beneficiaries subject to the Laws of Quebec

- (a) If the Employer that last remitted Contributions on account of a Former Member terminates participation in the Plan in accordance with subsection 2.04(a), the Former Member shall be entitled to elect to maintain his entitlements in the Plan or to transfer out of the Plan the Commuted Value of his accrued Normal Pension multiplied by the solvency funded ratio of the Plan as established in the last actuarial valuation that precedes the date of the application for transfer and for which the actuarial valuation report has been filed with the Financial Services Commission of Ontario to a maximum of one hundred percent (100%).
- (b) If the Employer that last remitted Contributions on account of a Pensioner terminates participation in the Plan in accordance with subsection 2.04(a), the Pensioner or Beneficiary in receipt of a survivor benefit on account of the Pensioner shall be entitled to elect to maintain his entitlements in the Plan or to have the Plan purchase an annuity on his behalf that will pay him a monthly benefit equal to and on the same terms as the monthly benefit to which he was entitled to at the time of the Employer's termination of participation in the Plan, multiplied by the solvency funded ratio of the Plan as established in the last actuarial valuation that precedes the date of the election to purchase an annuity and for which the actuarial valuation report has been filed with the Financial Services Commission of Ontario to a maximum of one hundred percent (100%).
- (c) Any election under subsection 6.06 (a) or (b) must be exercised within such reasonable time frames established by the Trustees.

ARTICLE 7

Partial Pensions

Section 7.01. Purpose.

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

The provision of partial pensions shall be determined in accordance with the terms of any agreement that the Trustees may, in their discretion, enter into with the U.S. Plan. In the absence of any such agreement, the terms of this Article shall apply.

Section 7.02. U.S. Plan Pension Credits.

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

Section 7.03. Combined Pension Credit and Combined Vesting Service.

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

Section 7.04. Eligibility.

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

- (a) He would be eligible for a Normal, Early, Deferred or Disability Pension or in the event of his death before retirement, a Pre-Retirement Spouse's Benefit under Section 3.11 or a Pre-Retirement Death Benefit under Section 3.15, if his Combined Pension Credit were treated as Pension Credit under this Plan; and,
- (b) He is found to be eligible for a Partial Pension from the U.S. Plan and this Plan; and
- (c) A pension is not payable to him from the U.S. Plan independently of its provisions for a Partial Pension. However, an Employee who is entitled to a pension other than a Partial Pension from this Plan or the U.S. Plan may elect to waive the other pension and qualify for the Partial Pension.

Section 7.05. Breaks in Pension Credit.

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

Section 7.06. Election of Pensions.

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

Section 7.07. Partial Pension Amount.

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

- (a) The amount of pension to which the Employee would be entitled under this Plan excluding any Past Service Benefits as provided in Section 3.02(b) and without

regard to the minimum years of Pension Credit required under this Plan shall be determined, then

- (b) The amount of pension to which the Employee would be entitled under the U.S. Plan excluding any Past Service Benefit, based on his Covered Earnings under the U.S. Plan and without regard to the minimum years of Pension Credit required under the U.S. Plan shall be determined, then
- (c) If after adding together the amounts determined in (a) and (b) above, the Employee would be entitled to a Past Service Benefit as provided in Section 3.02(b), the amount of such Past Service Benefit shall be determined, then
- (d) The amount of pension determined in (a) shall be divided by the sum of the amounts of pension determined in (a) and (b), then
- (e) The fraction so determined in (d) shall be multiplied by the Past Service Benefit determined in (c) and the result added to the amount of pension determined in (a) shall be the Partial Pension payable under this Plan.

Section 7.08. Payment of Partial Pensions.

The payment of a Partial Pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions. Partial Pension payments subject to this Article shall include all types of benefits payable under this Plan.

ARTICLE 8

Amendment, Termination and General Provisions

Section 8.01. Amendment.

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

Without limiting the generality of the foregoing, the Trustees may amend the Plan to reduce benefits accrued prior to the amendment or any vested interest acquired prior to the amendment where the assets of the Plan are insufficient to provide the benefits already accrued or acquired vested interests, provided that such reduction of accrued benefits or acquired vested interests is made in accordance with the Act and the Income Tax Act.

Notwithstanding any other provision of this Plan, 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 Act or the Income Tax Act.

Section 8.02. Actuarial Reviews.

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

Section 8.03. Limitation of Liability.

No Employer has any liability, directly or indirectly, to provide the benefits established by this Plan beyond the obligation of the Employer to make Contributions as stipulated in Section 1.08. In the event that at any time the Fund does not have sufficient assets to permit continued payments on a sound actuarial basis under this Plan, nothing contained in the Plan and the Trust Agreement shall be construed as obligating the Employer to make benefit payments or contributions (other than Contributions for which the Employer may be obligated by his Contribution Agreement with the AFM) in order to provide for the benefits established by the Plan. Likewise, there shall be no liability upon the Trustees, individually or collectively, or upon the Employers, or the AFM to provide the benefits established by this Plan if the Fund does not have sufficient assets to make such benefit payments.

Section 8.04. Non-Reversion.

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

Section 8.05. No Right to Assets.

Neither the Employers, any Employee, Member, Former Member or Pensioner under the Plan, nor any other person shall have any right, title or interest in or to the Trust Fund other than as specifically provided in the Trust Agreement or in the Plan. Neither the Trust Fund nor any Contributions to the Trust Fund shall be in any manner liable for or subject to the debts, contracts or liabilities of any of the Employers, any Employee, Member, Former Member, Pensioner or any other person.

Section 8.06. Investments.

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

Section 8.07. Funding.

Contributions received shall be used to fund the Plan in accordance with the requirements of the Act and to ensure that all normal and reasonable expenses incurred in the operations of the Plan are paid. For greater certainty, in funding the Plan, the Trustees may elect to apply any applicable legislative provisions relieving the Plan from solvency funding requirements provided that such election is made in accordance with the requirements of the Act.

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

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

Section 8.08. Remitting of Contributions.

Remitting of contributions by a Contributing Employer shall be in accordance with the terms of the agreements referred to in Section 1.18, which shall comply with the time limits required by the Act.

Section 8.09. Termination or Winding-Up.

(a) Right to Benefits on Wind-Up.

If this Plan is terminated or wound-up, the rights of the affected Members or Former Members to benefits then accrued under the Plan shall be non-forfeitable

to the extent then funded. The Members or Former Members must elect to transfer the Commuted Value of this benefit, or, if eligible under the terms of the Plan, to receive an immediate pension, in accordance with the Act.

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

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

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

(b) Priorities of Allocation.

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

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

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

Section 8.10. Disclosure of Information.

- (a) A written explanation shall be given to each Member of the terms and conditions of the Plan and any amendments thereto applicable to him, together with an explanation of his rights and duties with reference to the benefits available to him under the terms of the Plan and such other information as may be required under the Act within the timeframe required under the Act. In addition, each Member shall receive a written statement on termination of Plan membership, as well as annually, which will include the information required under the Act, within the timeframe required under the Act.

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

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

Section 8.11. Administration.

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

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CERTIFICATION

The undersigned certifies that the attached is a true and correct copy of the Rules and Regulations of The Musician's Pension Fund of Canada (as amended and restated effective January 1, 2010) adopted by the Board of Trustees of the Musicians' Pension Fund of Canada at a meeting held on _____.

Dated at the City of Toronto, Province of Ontario this _____ day of _____,

_____.
year

month

Stanley Shortt, Chairman and Trustee

Dave Jandrisch, Trustee