

**SCHEDULE "A"**

**TO THE AGREEMENT AND DECLARATION OF TRUST FUND  
WHICH BECAME EFFECTIVE APRIL 1, 1977**

**PLAN TEXT OF THE**

**O.P. & C.M.I.A.**

**PENSION PLAN OF ALBERTA**

William M. Mercer Limited  
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Revised and Restated January 1, 2000

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## **Section 1 - Introduction**

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- 1.01 The O.P. & C.M.I.A. Pension Plan of Alberta was established pursuant to an Agreement and Declaration of Trust between the Unions, the Association, certain Employers and the Trustees, effective April 1, 1977.
- 1.02 This is the statement of the terms, conditions and rules of the Plan inaugurated for the purpose of providing benefits for those Employees who are Members, or Former Members, of the Plan. It is anticipated that the Plan will be of long duration and that the Pension Trust Fund created to provide the benefits under the Plan held in accordance with the Agreement and Declaration of Trust will be maintained in a sound financial position. The contributions to support the Plan are governed by the Collective Agreements with the Unions.
- 1.03 The establishment of the Plan is conditional upon the Plan attaining and retaining such registration with the necessary regulatory authorities as may be required for Employers to deduct their contributions to the Plan as Registered Pension Plan contributions within the meaning of the Income Tax Act and any other applicable income tax legislation.
- 1.04 Unless stated otherwise, this text of the Plan shall be used to determine:
- (a) the entitlement to and calculation of benefits which become payable as a result of death, disablement, retirement or termination occurring on or after January 1, 2000; and
  - (b) the rights or privileges on or after January 1, 2000 of each Member or such other person who is or becomes the Spouse or beneficiary of such Member.
- The entitlement to and calculation of benefits which became payable as a result of death, disablement, retirement or termination occurring prior to January 1, 2000 shall be determined by the terms of the Plan in effect when they died, retired, became disabled, or terminated membership in the Plan.

## **Section 2 - Interpretation**

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2.01 **Words and Phrases**

For the purposes of this Plan, including this Section 2, as the context may require, the expressions set out below shall have the following meanings regardless of any definitions at variance therewith in any other document.

2.02 *Account* means the account maintained in respect of each Member with respect to the contributions made on his behalf, together with Credited Interest thereon.

2.03 *Active Member* means an Employee who is either:

- (a) a member of the Union, as certified by the Union in writing to the Plan, at least once every year; or
  - (b) is not a member of the Union but belongs to a class of persons on whose behalf contributions to the Plan are authorized by the Trustees but are not required under a Collective Agreement;
- and who is not a Former Member.

2.04 *Collective Bargaining Agreement* or *Collective Agreement* means any agreement between the Union and any other party which requires contributions to be made to the Plan or the Fund by any Employer.

2.05 *Credited Interest*<sup>1</sup>, prior to January 1, 1987, means interest at a rate determined from time to time by the Trustees and credited in a manner determined by the Trustees. Subsequent to December 31, 1986, Credited Interest is applied in the following manner:

- (a) For the purposes of updating a Member's Account after the completion of each Plan Year, the annual rate of interest to be applied shall be calculated on a basis reflecting the market value of investments (as determined in accordance with the audited financial statements of the Pension Trust Fund), net of all fees and administrative expenses incurred by the Fund in such Plan Year.

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<sup>1</sup> Any calculation of Credited Interest which arises solely from the need to provide information as to the balance of a Member's Account at a particular time shall be disregarded in calculating the Credited Interest to be applied at subsequent dates.

## **Section 2 - Interpretation**

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(b) For the purposes of updating a Member's Account after the Member has become entitled to receive a payment from the Plan, the effective rate of interest shall be calculated based on the average of the yields on five-year personal fixed term chartered bank deposit rates (CANSIM B14045) as reported by the Bank of Canada. Credited Interest shall be applied from the end of the Plan Year preceding the date of a payment to the last day of the month preceding the date of payment.

2.06 ***Effective Date*** means April 1, 1977.

2.07 ***Employee*** means any person for whom an Employer is required to make contributions to the Plan pursuant to the terms of any Collective Bargaining Agreement with the Union that may be in force from time to time. For the purposes of the Plan, Employee shall also mean any class of individuals authorized by the Trustees for whom the required contributions are made to the Plan.

2.08 ***Employer*** means any company or firm who is required to make contributions to the Plan pursuant to the terms of any Collective Agreement with the Union that may be in force from time to time; it shall also mean a Union, company or firm who may be authorized by the Trustees to make contributions to the Plan on behalf of eligible Active Members.

2.09 ***Employment Pension Plans Act*** means the Employment Pension Plans Act, S.A. 1986, c. E.-10.05 and any other similar federal or provincial law affecting registered pension plans which was, is now, or may hereafter become effective, including any amendments thereto and regulations thereunder.

2.10 ***Forfeitures Account*** means the Forfeitures Account in accordance with Section 6.02.

2.11 ***Former Member*** means a person who was an Active Member and who has undergone a Termination of Membership, and who retains an entitlement to benefits under the Plan.

## **Section 2 - Interpretation**

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- 2.12 **Funding Agreement** means the Agreement and Declaration of Trust which became effective April 1, 1977, and as amended from time to time, between the Unions, the Association, certain Employers, and the Trustees, to which this Schedule "A" forms a part.
- 2.13 **Hours** means the total number of Hours for which an Employer has made contributions to the Pension Trust Fund on behalf of an Employee after the Effective Date while the Employee had Active Member status. Eight (8) hours shall be credited to an Active Member for the purpose of this definition only for each day while he is in receipt of Workers' Compensation benefits for time lost or for which leave of absence is granted but in every case only as granted by the Trustees.
- 2.14 **Income Tax Act** means the Income Tax Act, S.C. 1970-71-72 c.63 and the Regulations thereunder, and where applicable includes the provisions of Information Circular 72-13R8 issued by the Department of National Revenue, as amended or replaced from time to time.
- 2.15 **Locked-In Retirement Account** means an RRSP or any other registered investment account which is eligible for receipt of locked-in retirement funds within the terms of the Employment Pension Plans Act and the Income Tax Act.
- 2.16 **Member** means an Active Member or Former Member.
- 2.17 **Pension Trust Fund** or **Fund** means the Fund established by the Agreement and Declaration of Trust to provide benefits under or related to the Plan.
- 2.18 **Plan** means the O.P. & C.M.I.A. Pension Plan of Alberta as provided for in the Agreement and Declaration of Trust as amended from time to time.
- 2.19 **Plan Year** means, during the first year, the period commencing April 1, 1977 and ending December 31, 1977. Thereafter, Plan Year means the calendar year.
- 2.20 **Spouse** means, in relation to another person:
- (a) a person of the opposite sex who, at the relevant time, was married to that other person and had not been living separate and apart from that other person for three or more consecutive years, or

## **Section 2 - Interpretation**

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(b) if there is no person to whom subsection a) applies, a person of the opposite sex who had lived with that other person in a marriage-like relationship for the three year period immediately preceding the relevant time, provided that such person qualifies as a Spouse as defined by the Income Tax Act for purposes of registered pension plans.

2.21 **Termination of Membership** means the end of any period of two (2) consecutive Plan Years during which an Active Member has not completed at least three hundred and fifty (350) hours during such two (2) year period for which an Employer has made contributions to the Pension Trust Fund on his behalf.

2.22 **Trustees** means the Trustees as defined in the Funding Agreement.

2.23 **Union** or **Unions** shall be as defined in the Funding Agreement.

2.24 **Years of Continuous Employment** means the sum of:

- (a) the number of Plan Years in which a Member has completed at least three hundred and fifty (350) hours for which an Employer has made contributions to the Pension Trust Fund on his behalf, and
- (b) the period of years from the Member's date of initiation as a member of the Union (his transfer date to the Union if late) to the Effective Date or, if he is not a member of the Union, the period in years from his date of employment with an Employer to the Effective Date.

2.25 **YMPE** means the Year's Maximum Pensionable Earnings, determined under the Canada Pension Plan (R.S.C. 1985, c. C-8), as applicable for the calendar year in which a determination of such is required.

2.26 **Number and Gender**

In this Plan, reference to the male gender will include the female gender where the context permits, and words importing the singular number include the plural number and vice versa.

## **Section 2 - Interpretation**

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### **2.27 Captions and Headings**

The captions, headings and table of contents of this Plan are included for convenience of reference only and shall not be used in interpreting the provisions of this Plan.



### **Section 3 - Eligibility**

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3.01 **Automatic Enrolment**

An Employee shall automatically become a Member of the Plan on the date he acquires the status of an Active Member, as defined under Section 2.03.

3.02 **Termination of Participation Not Permitted**

A Member's participation in the Plan shall not be terminated while he remains an Employee.

3.03 **Re-Employment**

If a Former Member is re-hired by an Employer, the Employee shall be treated as a new Employee for purposes of eligibility for membership and benefits under the Plan, except with respect to any vested benefits which he may have to his credit in the Plan for his previous service.

## **Section 4 - Contributions**

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### **4.01 No Member Contributions**

Members shall not contribute to the Plan.

### **4.02 Employers' Contributions**

- (a) Each Employer will contribute to the Pension Trust Fund such amounts for such periods as are agreed to in the Collective Agreement; and
- (b) each Union or Employer will contribute to the Pension Trust Fund such amounts for such periods as are agreed to by the Trustees in respect of any person who is an Active Member but who is not covered by the Collective Agreement;

provided, however, that the amount agreed to in the Collective Agreement or by the Trustees shall be such that, in the contribution year in which such amounts are established, it is reasonable to expect that for that year and subsequent years, the aggregate of all amounts each of which is the pension credit of an individual for the year in respect of an Employer under the Plan would not exceed eighteen per cent (18%) of all amounts each of which the compensation of the Active Member from the Employer in the year.

### **4.03 Timing of Contributions**

Each Union or Employer will remit the agreed upon amounts to the Pension Trust Fund on or before the fifteenth (15th) day of the month following the month to which those amounts relate.

### **4.04 Limit on Total Contributions**

Amounts contributed by an Employer or Union on behalf of an Active Member pursuant to Section 4.02 above shall not in aggregate exceed the money purchase dollar limit for the year as defined by the Income Tax Act.

### **4.05 Return of Contributions**

Subject to the prior written approval of the Superintendent, an amount contributed by an Employer under Sections 4.02 may be returned at any time to the Employer in respect of which such amount was contributed where such action is required to avoid the revocation of registration of the Plan under the Income Tax Act.

## **Section 5 - Retirement Ages**

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### **5.01 Normal Retirement**

A Member's normal retirement date shall be the first of the month coinciding with or first following the date on which he attains age sixty-five (65).

### **5.02 Postponed Retirement**

In the event an Active Member continues to be employed by an Employer beyond his normal retirement date and provided the Active Member has not made application for commencement of his retirement benefits, he shall continue as an Active Member of the Plan and he shall be deemed to have retired on the first of the month coinciding with or first following the date that the Active Member ceases to be so employed. However, a Member's actual retirement date shall not be later than the December 1st of the calendar year during which the member attains his sixty-ninth (69th) birthday.

### **5.03 Early Retirement**

A Member's early retirement date shall be the first of the month coinciding with or first following the date he has ceased to be employed by an Employer providing that he has then attained at least fifty-five (55) years of age and has either worked at least three thousand (3,000) Hours or has completed at least two (2) Years of Continuous Employment.

### **5.04 Application for Pension**

A Member eligible for retirement benefits under this Plan, or his legal representative, must make written application to the Trustees on the prescribed forms before any such benefits are payable. An application for payment of retirement benefits may be made at any time following thirty (30) days prior to the Member's qualification to retire under the Plan, but no later than any date prescribed under the Income Tax Act. The Member's Account shall continue to earn Credited Interest throughout the period during which it remains unclaimed.

## **Section 6 - Establishment of Accounts**

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### **6.01 Member's Account**

An Account will be maintained for each such person to which will be credited all contributions made by an Employer on his behalf under Section 4.02 plus his share of the Forfeitures Account and the gains and losses of the Pension Trust Fund as described in this Section 6.

### **6.02 Forfeitures Account**

Any amount in a Member's Account that does not vest in the Member upon Termination of Membership shall become forfeitures for the purpose of this Plan. At the end of each Plan Year and prior to allocations being made under Section 6.03:

- (a) The total amount of such forfeitures shall be determined and credited to the Forfeitures Account.
- (b) At the end of each Plan Year the total amount in the Forfeitures Account shall be used firstly to pay Plan expenses.
- (c) Any remaining forfeitures determined shall then be available for allocation among the Members remaining at such Plan Year end.

The amount of the allocation, if any, to each Member, shall be the same proportion of the total forfeitures as the amount in each Member's Account at the beginning of the Plan Year bears to the total of all Members' Accounts at the beginning of the Plan Year. Such allocation shall be subject to the requirements of the Income Tax Act.

### **6.03 Allocation of Gains and Losses**

The Account of each Member will be credited with gains or charged with losses as follows:

- (a) Firstly, at the end of each Plan Year the net asset market value of the Pension Trust Fund shall be determined by the Trustees.
- (b) Secondly, each Active Member's Account as of the previous Plan Year end will be updated by adding thereto the sum of the contributions made on his behalf since the previous Plan Year end.

## **Section 6 - Establishment of Accounts**

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- (c) Thirdly, a gain or loss will be determined by adding investment earnings on the fund plus forfeitures determined pursuant to Section 6.02 less expenses.
- (d) Fourthly, the result determined under Section 6.03(c) will be distributed as a credit if positive or as a charge if negative to all Members' Accounts. Each Account will be credited or charged as the case may be with that proportion of the total distribution that the Member's Account at the previous Plan Year End bears to the total of all Accounts at the previous Plan Year end, with the further provision that the allocation take into consideration that an amount of interest be credited or debited to the current year contributions at a rate of one-half (1/2) of the gain or loss, expressed as a percentage, that is credited to the previous year Member Accounts.

### **6.04 Value of Member Accounts During Year**

The Trustees reserve the right to determine the value of a Member's Account at any time other than at the end of a Plan Year. The determination shall be made on one of the following bases:

- (a) the Member's Account plus Credited Interest to the determination date; or
- (b) a complete allocation as described in Section 6.03 assuming the determination date was the end of a Plan Year.

## **Section 7 - Benefits Upon Death**

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### **7.01 Death Benefit Before Retirement**

Upon receipt of proof satisfactory to the Trustees of the death of a Member before the commencement of his retirement benefit payments, a lump sum payment equal to one hundred percent (100%) of the value of his Member's Account with Credited Interest shall be made to the Member's surviving Spouse. If the Member is not survived by a Spouse, such payment shall be made to the Member's beneficiary.

### **7.02 Locked-In Spousal Benefit**

Notwithstanding Section 7.01, if the Member had completed at least two (2) Years of Continuous Employment and is survived by a Spouse, then in lieu of the lump sum payment provided under Section 7.01 the value of the Member's Account shall be transferred to the surviving Spouse's Locked-In Retirement Account.

### **7.03 Death Benefit to Spouse's Beneficiary**

If the Member should predecease his Spouse and the Spouse dies before any benefit has been paid, an amount equal to the Member's Account, with Credited Interest, shall be payable to the Spouse's designated beneficiary or, if there is no such person living, the Spouse's estate.

### **7.04 Death Benefit After Commencement of Pension**

Any death benefit payable upon the death of a Member who has commenced to receive his pension is determined in accordance with the form of the pension being paid to the Member pursuant to Section 8.

### **7.05 Time Limit for Payment of Benefits**

Where a Spouse or a beneficiary is entitled to benefits pursuant to this Section 7, the benefits will be paid or the transfer made, accordingly, within sixty (60) days following the completion and filing of all documents prescribed by the Trustees to effect such a transfer.

## **Section 7 - Benefits Upon Death**

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### **7.06 Beneficiary Designation**

A Member shall designate a person (in this Plan referred to as "the beneficiary") to receive the benefits payable under the Plan in the event of the Member's death, and may also by written notice, give to the Trustees during such Member's lifetime, alter or revoke such designation from time to time subject always to the provisions of any law or laws governing the designation of beneficiaries which may then apply to such Member. Any such written notice shall be in such form and executed in such manner as the Trustees may require.

Notwithstanding the foregoing provisions of this Section 7.06, if a Member is survived by a Spouse, such Spouse shall receive the benefits payable under the Plan in the event of the Member's death.

### **7.07 Payment if No Beneficiary**

If the Member is not survived by a Spouse and if, at his death the person designated as his beneficiary shall not then be living, or if no person has been designated by the Member such amount as may be payable on or after the Member's death shall be paid to the estate of the Member.

### **7.08 Beneficiary Declarations**

The Trustees may require the execution and delivery of such documents, papers and receipts as it may deem necessary or desirable in order to be assured that the payment of death payments is properly made and is made to the proper party entitled thereto.

### **7.09 Small Benefit Commutation**

If the value of the Member's Account at his date of death is less than twenty percent (20%) of the YMPE for that year, or such other amount as may be prescribed under the Employment Pension Plans Act, the Spouse shall receive a lump sum payment equal to the value of the Member's Account in full discharge of all obligations under the Plan.

## **Section 7 - Benefits Upon Death**

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### **7.10 Time Limit for Elections**

- (a) If, after ninety (90) days following the provision to the Spouse of the statement described in Section 10.06, the Spouse has not made an election as to the transfer of the benefit to which he is entitled, the Trustees shall cause the benefit to be transferred to an insurance business for the purchase of an annuity for the benefit of the Spouse, which annuity shall commence payment upon the date upon which the Member would have attained age sixty-five (65).
- (b) If, after ninety (90) days following the provision to the beneficiary (other than the Member's Spouse) of the statement described in Section 10.06, the beneficiary has not made an election as to the transfer of the benefit to which he is entitled, the Trustees shall cause the benefit to be paid by way of a lump sum payment to the beneficiary.



## **Section 8 - Retirement Benefits and Types of Pension**

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### **8.01 Retirement Benefit Determination**

The amount of retirement benefit to which a Member shall be entitled on his actual retirement date shall be determined by the company who is selected by the Trustees and who is authorized to carry on a life insurance business in Canada. The type of annuity shall be as elected by the Member being one of the types described in Section 8. The single premium upon which the amount of retirement benefit is based shall be equal to 100% of the amount standing in the Member's Account immediately prior to his actual retirement date, plus Credited Interest.

### **8.02 Eligibility for Retirement**

Each Member shall become entitled to receive early retirement benefits in this Section 8 provided that:

- (a) by reason of retirement such Member is no longer employed by any Employer in any capacity in respect of which contributions are required pursuant to Section 4.02; and
- (b) the Member makes written application therefor to the Trustees on forms provided by them and filed in such manner and with such person as they may specify.

### **8.03 Pension Payment Timing**

The pension payable to a Member shall be paid monthly and shall be due and will commence on the last day of the month in which the Member's date of retirement occurs.

### **8.04 RRSP Transfer Permitted**

Notwithstanding Section 8.01, a Member may elect in lieu of the retirement benefit provided for in Section 8.01, that the value of the Member's Account be transferred to his Locked-in Retirement Account.

Transfer of the amount as described herein shall constitute a complete discharge of the entitlement of the Member to benefits under the Plan in respect of his service and membership prior to the transfer.

## **Section 8 - Retirement Benefits and Types of Pension**

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### **8.05 Facility of Payment**

If the Trustees determine that any Member entitled to payments hereunder is incompetent by reason of physical or mental disability and is unable to give a valid receipt, the Trustees may cause payments becoming due to such Member to be made to the legal representative of the Member, without the responsibility on the part of the Trustees to follow the application of such funds. Payments made pursuant to this Section 8.05 shall operate as a complete discharge of the Plan with respect to such payments.

### **8.06 Election of Form of Pension**

At least sixty (60) days and not more than one hundred and twenty (120) days before a Member's early or normal retirement date, he may, by notice in writing to the Trustees on forms approved by the Trustees for such purpose, elect that his pension under the Plan be payable in one of the following forms:

- (a) A life only annuity.
- (b) A life annuity guaranteed for five (5) years.
- (c) A life annuity guaranteed for ten (10) years.
- (d) A life annuity guaranteed for the lesser of fifteen (15) years, or the period from the date of retirement to the day before the date on which the Member attains age eighty-six (86).
- (e) For Members with a Spouse, a joint and survivorship annuity which shall be payable for the lifetime of the Member with the provision that should the Member predecease his Spouse, payments shall continue for the lifetime of the Spouse. In electing this type of pension, the Member shall specify that the payments, if any, continuing to his joint annuitant shall be one of sixty percent (60%), seventy-five percent (75%), or one hundred percent (100%) of the amount payable to the Member.

Such other form as the Trustees may grant, providing such form is not inconsistent with the Employment Pension Plans Act or the Income Tax Act.

## **Section 8 - Retirement Benefits and Types of Pension**

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### **8.07 Minimum Spousal Benefit Requirement**

Notwithstanding any other provisions of this Section 8, but subject to the latter provisions of this Section 8.07, a Member who, at the time of the commencement of his retirement benefits, has a Spouse, shall be deemed to have elected to receive his retirement benefits in the form of a joint and survivorship annuity with his Spouse as his contingent annuitant, and with payments continuing to his Spouse after his death equal to sixty percent (60%) of the payments payable to the Member while living.

Notwithstanding the foregoing, the restrictions of this Section 8.07 shall not apply to a Member if:

- (a) the Member has made an otherwise valid election to receive his retirement benefits in the form of a joint and survivorship annuity with his Spouse as contingent annuitant, and with the payments continuing to his Spouse after his death being not less than sixty percent (60%), or
- (b) the Member's Spouse has filed with the Trustees a statement of waiver in the form and manner acceptable under the provisions of the Employment Pension Plans Act.

### **8.08 Deemed Election**

If a Member fails to make an election referred to in Section 8.06, and the restrictions of Section 8.07 do not apply to him, he shall be deemed to have elected a life annuity guaranteed for ten (10) years.

### **8.09 Benefit Cannot Be Commuted**

Retirement benefits provided under Sections 8.06, 8.07, or 8.08 may not be surrendered or commuted during the lifetime of the Member unless the value of the Member's Account at his date of retirement is less than twenty percent (20%) of the YMPE for that year, or such other amount as may be prescribed under the Employment Pension Plans Act, in which case the Member shall receive a lump sum payment equal to the value of his Account in full discharge of all obligations under the Plan.

## **Section 9 - Benefits Upon Termination of Membership**

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### **9.01 Determination of Termination Benefits**

Upon Termination of Membership for any reason other than death or retirement, benefits payable to the Member shall be determined in accordance with the applicable following provisions:

- (a) If Termination of Membership occurs before the Member has completed two (2) Years of Continuous Employment or before the Member has worked three thousand (3,000) Hours, he will lose all rights and credits under the Plan and cease to be a Member.
- (b) If Termination of Membership occurs after the Member has completed at least two (2) Years of Continuous Employment or after he has worked three thousand (3,000) Hours, a Member may elect:
  - (i) to receive a deferred life annuity commencing at normal retirement date purchased by one hundred percent (100%) of the value of his Account at the purchase date; or
  - (ii) to transfer the value of the Member's Account at the transfer date to his Locked-In Retirement Account.

For the purposes of subsections (i) and (ii) above, the value of the Member's Account at the applicable purchase or transfer date shall be the sum of his Account at the end of the Plan Year immediately preceding the purchase or transfer date, plus Credited Interest up to the last day of the month immediately preceding the purchase or transfer date. Such purchase or transfer shall constitute a complete discharge of the entitlement of the Member to benefits under the Plan in respect of his service and membership prior to the purchase or transfer.

### **9.02 Mandatory Transfer**

Notwithstanding Section 9.01(b), where the value of the Member's Account at his Termination of Membership is less than twenty percent (20%) of the YMPE in the year of the Termination of Membership, the Member shall not have the option of electing to receive a deferred life annuity as provided for under Section 9.01(b)(i). Such Member must transfer the value of his Account in accordance with Section 9.01(b)(ii) or 9.06.

## **Section 9 - Benefits Upon Termination of Membership**

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### **9.03 Maintenance of Deferred Benefits**

The Trustees shall provide for the deferred life annuities referred to under this Section 9 by either:

- (a) the transfer of money from the Pension Trust Fund to provide for payment through the purchase of a deferred life annuity from a life insurance company that is licensed to do business in Canada, the contract for which, when issued, shall serve as a full discharge of the obligations of the Trustees, the Fund, and the Plan, and such contract shall only be issued so as not to contravene the requirements of the Employment Pension Plans Act and Income Tax Act respecting deferred life annuities; or
- (b) retaining the value of the Member's Account under the Plan until the Member's Normal Retirement Date, or such earlier date as may be elected by the Member provided he has attained the age of fifty-five (55), at which time the Trustees shall transfer the value of the Member's Account to purchase a deferred or immediate life annuity as described in Section 8 of the Plan. The Trustees shall continue to allocate gains and losses as described in Section 6.03 until such time as the Trustees transfer money to purchase a deferred or immediate life annuity.

### **9.05 Settlement of Disagreements**

Where there is any disagreement concerning the rights of a Member in the event of termination of service or the loss of benefits as a result of termination of service, the decision of the Trustees shall be final.

### **9.06 Small Benefit Commutation**

If the value of the Member's Account at his date of termination is less than twenty percent (20%) of the YMPE for that year, or such other amount as may be prescribed under the Employment Pension Plans Act, in lieu of the Member's entitlement as provided under Sections 9.01 or 9.02 as applicable, the Member shall receive a lump sum payment equal to the value of his Account in full discharge of all obligations under the Plan.

## **Section 10 - Administration**

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### **10.01 Responsibility for Administration**

The administrator of the Plan shall be the Trustees which shall be responsible for all matters relating to the administration of the Plan and may delegate such matters as it deems appropriate to be performed by one or more agents. The Trustees shall decide conclusively all matters relating to the operation, interpretation and application of the Plan.

### **10.02 Rules for Administration**

The Trustees may enact rules and regulations relating to the administration of the Plan to carry out the terms hereof and may amend such rules and regulations from time to time. Such rules and regulations shall not conflict with any provision of this Plan.

### **10.03 Plan Summary**

The Trustees shall provide each Active Member with a written explanation of the terms and conditions of the Plan and amendments thereto applicable to him, together with an explanation of the rights and duties of the Member with reference to the benefits available to him under the terms of the Plan.

### **10.04 Notice of Amendment**

The Trustees shall provide a notice and written explanation of an amendment to the Plan to each Member or any other person entitled to payment from the Fund, who is affected by the amendment, within the applicable time period prescribed under the Employment Pension Plans Act.

### **10.05 Annual Statement**

The Trustees shall provide annually to each Active Member a written statement containing the information prescribed under the Employment Pension Plans Act in respect of the Member's benefits under the Plan.

## **Section 10 - Administration**

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### 10.06 **Statement on Termination of Employment or Membership**

When a Member terminates employment or otherwise ceases to be an Active Member, the Trustees shall give to the Member, or to any other person who becomes entitled to a benefit under the Plan, a written statement setting out the information prescribed under the Employment Pension Plans Act in respect of the benefits of the Member or other person.

### 10.07 **Inspection of Documents**

The Trustees shall make available for inspection by eligible individuals the documents and information concerning the Plan and the Fund as prescribed under the Employment Pension Plans Act.

## **Section 11 - Pension Fund**

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### **11.01 Pension Fund**

The Trustees will establish and maintain a Fund under the terms of the Funding Agreement to be held in trust by the Funding Agency for remittance and investment of contributions made on behalf of Members.

### **11.02 Pension Fund Administration**

The Fund shall be administered by the Funding Agent in accordance with the Funding Agreement, subject to the requirements of the Employment Pension Plans Act and the Income Tax Act.

### **11.03 Expenses**

All fees and expenses related to the administration of the Fund and the Plan shall be paid by the Fund.

### **11.04 Investments**

The Company shall direct the investment of the Fund in accordance with the provisions of the Employment Pension Plans Act and the Income Tax Act.

### **11.05 Changing Funding Agency**

The Trustees may remove the Funding Agency and upon such removal or upon resignation of the Funding Agency, the Company shall appoint a successor Funding Agency.

### **11.06 Fiscal Year**

The fiscal year of the Fund shall be the same as the Plan Year.

### **11.07 Benefits from Pension Trust Fund Only**

The Pension Trust Fund shall be the sole source of benefits under the Plan and each Member who shall claim the right of any payment of benefit under the Plan shall be entitled to look only to the Pension Trust Fund for such payment or benefit and shall not have any right, claim or demand therefor against any Employer or any officer or director of any Employer, any Trustee, or the Union or any Employee of the Union.



## **Section 12 - Future of the Plan**

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### **12.01 Continuation of the Plan**

The Trustees intend to maintain the Plan indefinitely, but reserve the right to amend or discontinue the Plan either in whole or in part.

### **12.02 Amendment to the Plan**

- (a) Subject to Section 12.02(b), no amendment shall operate to reduce the pension benefits which have accrued to any Member before the date of such amendment, based on the Member's Account up to the date of the amendment.
- (b) The Plan may be amended at any time to reduce the benefits provided hereunder, but only if and to the extent that such an amendment is necessary to avoid the revocation of the Plan's registration under the Income Tax Act, and subject to the prior approval of the Alberta Superintendent of Pensions.

### **12.03 Termination of the Plan**

- (a) If the Plan is terminated, the Pension Trust Fund shall be allocated after all reasonable and necessary expenses have been paid for the purposes of providing benefits for Members as of the termination date of the Plan. Such allocation shall be determined by the Trustees in a manner and order that is acceptable to the government authorities and consistent with any requirements under the Employment Pension Plans Act.
- (b) If the Plan is wound up, in whole or in part, the Trustees shall not accept further contributions to the Fund in respect of the Plan or the portion of the Plan being wound up, as applicable, except for amounts due, or that have accrued up to the effective date of the wind-up and have not been paid into the Fund as required by the Plan and the Employment Pension Plans Act.

## **Section 13 - General Provisions**

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### 13.01 **Non-Alienation**

Except as specified in Section 13.02, benefits payable under the Plan are subject to the following restrictions:

- (a) **Non-Enforceable Transactions**: Any transaction that purports to assign, charge, anticipate, surrender or give as security any right of a person under the Plan or benefits payable under the Plan shall not be enforceable against the Plan; and
- (b) **Exemption from Seizure**: Benefits payable under the Plan are exempt from execution, seizure or attachment.

### 13.02 **Alienation of Benefits on Marriage Breakdown**

Subject to the Employment Pension Plans Act, the entitlement of a Member to receive a benefit under this Plan is subject to entitlements arising under:

- (a) a matrimonial property order within the meaning of the *Matrimonial Property Act*;
- (b) an agreement under the *Matrimonial Property Act*, providing for the division and distribution of a pension benefit, that has been adopted by the Court as a consent order; or
- (c) a similar order enforceable in Alberta of a court outside of Alberta.

Such matrimonial property order shall not reduce the value of the pension earned by the Member during the period of marriage by more than 50%.

The aggregate of payments made from the Plan to a Member and his Spouse or former Spouse pursuant to such an order shall not exceed the amount which would have been payable under the Plan to the Member in the absence of such an order.

## **Section 13 - General Provisions**

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### **13.03 Non-Commutation of Pensions**

A Pension or deferred pension payable under this Plan shall not be capable of being commuted except as follows:

- (a) as permitted under Sections 7.09, 8.09 and 9.06; or
- (b) as permitted in accordance with the Employment Pension Plans Act in the event that the life expectancy of the Member is likely to be considerably shortened by reason of physical disability; provided that if the Member has a Spouse, his Spouse executes a waiver of her benefits in accordance with the Employment Pension Plans Act.

### **13.04 Transfer to RRSP**

Where a Spouse is entitled to receive a lump sum payment pursuant to Section 7.01, 7.09, 8.09, or 9.06, such Spouse may in lieu elect to transfer the lump sum payment to a registered retirement savings plan (as defined under the Income Tax Act).

### **13.05 Transfer to another RPP**

Where a Spouse is entitled to transfer the value of the Member's Account to a Locked-In Retirement Account pursuant to Section 7.02 or 9.01(b)(ii), such Spouse may in lieu elect to transfer the Member's Account to another registered pension plan (as defined under the Income Tax Act), if and to the extent that that plan permits the transfer, on the condition that the eventual payment from the other plan be made only in the form of a pension that would otherwise be required or permitted by the Employment Pension Plans Act.

### **13.06 Timing of Payments and Transfers**

Where a Member, Spouse, or beneficiary is entitled to receive either a lump sum payment or a transfer from the pension plan pursuant to Section 7, 8, or 9, such payment or transfer shall be effected within sixty (60) days of the later of:

- (a) the date of the event giving rise to the payment or transfer; and
- (b) the date the Member, Spouse, or beneficiary, as applicable, has completed and filed with the Trustees any forms prescribed by the Trustees for such purpose.