Schedule A

Pension Plan for Clergy and Lay Workers of the Evangelical Lutheran Church in Canada

Canada Revenue Agency Registration No. 0533240

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Amended and restated effective January 1, 2008

Certified to be a true and complete copy of the text of the **Pension Plan for Clergy and Lay Workers of the Evangelical Lutheran Church in Canada** as at January 1, 2008

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Signature

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Date

PENSION PLAN FOR CLERGY AND LAY WORKERS OF THE EVANGELICAL LUTHERAN CHURCH IN CANADA

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SECTION 1 – Introduction

1.01 The Evangelical Lutheran Church of Canada established a pension plan, effective January 1, 1967, for the payment of retirement and other benefits to participating members. The Lutheran Church of America - Canada Section established effective January 1, 1963, separate pension plans for clergy and lay workers to provide retirement and other benefits to participating members. The establishment of the aforementioned pension plans was subject to The Evangelical Lutheran Church of Canada and the Lutheran Church in America - Canada Section obtaining and retaining registration by the relevant income tax authorities as is necessary to establish that the members are entitled to deduct the amount of their contributions to the Plan from taxable income under the provisions of applicable income tax laws of the federal and provincial governments of Canada.

1.02 With effect from January 1, 1986, The Evangelical Lutheran Church of Canada and the Lutheran Church in America - Canada Section amalgamated to provide for the creation of the Evangelical Lutheran Church in Canada. As a result of this amalgamation, it was desirable to have the membership of the pension plans of the two churches merged into one pension plan. Suitable documents were adopted by the appropriate bodies of each church to accept the provisions of this Plan to supersede their previous plan or plans.

1.03 With effect from January 1, 1986, the merged pension plan known as the "Pension Plan for Clergy and Lay Workers of the Evangelical Lutheran Church in Canada" (the "Plan") was established.

1.04 The Plan is a multi-unit pension plan registered in the province of Alberta. Under this registration, ELCIC Group Services Inc. is the sponsor and Administrator of the Plan, and multiple Employers, as defined in Section 2.15, participate in the Plan.

1.05 The operation of the Plan is subject to ELCIC Group Services Inc. retaining registration of the Plan by the relevant income tax authorities.

1.06 The purpose of the Plan is to provide retirement income for eligible Employees.

1.07 The interpretation of the terms of the Plan as restated in this text is subject to the provisions set out in the appendices hereto. Where the provisions of Sections 1 through 14 of the Plan are inconsistent with the provisions of the appendix applicable to a Member, the provisions of the relevant appendix shall apply in respect of the Member.

1.08 Unless stated otherwise, the terms of the Plan as restated in this text apply to Members whose Service terminates on or after January 1, 2008. Subject to Applicable Legislation or as otherwise expressly amended to the contrary, the benefits of Members whose Service terminated before January 1, 2008 are determined by the Plan provisions that were in effect at the date of that event.

SECTION 2 – Definitions

For the purposes of this Plan the following words and phrases shall have the meanings described below, unless a different meaning is clearly and specifically required by the context:

2.01 ***Account*** means the account established and maintained under the Plan for each Member, to which are credited the Member's required Contributions and Voluntary Contributions, the Contributions made by an Employer on behalf of the Member, and any Investment Return allocations thereon.

2.02 ***Accumulation Account*** means the portion of the assets of the Fund comprised of Members' Accounts.

2.03 ***Active Member*** means an individual who is an Employee and who has met the eligibility requirements of the Plan and has been enrolled as a participant in the Plan by an Employer in accordance with Section 3.04.

2.04 ***Actuary*** means the actuary or firm of actuaries designated by the Administrator to be the Actuary of the Plan who is, or one of whose members is, a Fellow of the Canadian Institute of Actuaries.

2.05 ***Administrator*** means ELCIC Group Services Inc.

2.06 ***Anniversary Date*** means December 31st of any Plan Year.

2.07 ***Applicable Legislation*** means the Pension Benefits Act, the Income Tax Act, and any other statute or regulation which applies to the rights or obligations of the Administrator, an Employer or a Member of the Plan.

2.08 ***Beneficiary*** means an individual designated by a Member as beneficiary under Section 11.

2.09 ***Church*** means the Evangelical Lutheran Church in Canada or its successor organization.

2.10 ***Clergy*** means an ordained minister or consecrated diaconal minister on the Roster of:
(1) ordained or consecrated ministers of the Church, or

(2) an ordained minister or consecrated diaconal minister in good standing of a church which is a full communion partner of the Church.

2.11 ***Contributions*** means the required payments by an Employer to the Plan and by or on behalf of a Member. "Contributions" does not include Voluntary Contributions.

2.12 ***Custodian*** means the trust company or insurance company as the Administrator may from time to time appoint for the purposes of holding the assets of the Fund.

2.13 ***Disability*** means a condition of a qualified Member, certified by a medical doctor licensed to practice medicine under the laws of a province of Canada, which prevents the Member from carrying out the duties for which the Member is qualified by education, training and experience. For the purposes of this provision, a "qualified Member" is a Member who has qualified for disability benefits under a long term disability plan sponsored by the Administrator or for disability benefits under the *Employment Insurance Act* (Canada). "Disabled" means being in a state of Disability.

2.14 ***Employee*** means an individual employed by an Employer on a full-time or part-time basis, other than an individual who is employed as an intern where such internship is undertaken by the individual pursuant to a post-secondary educational program as part of their preparation process for Rostered ministry.

2.15 ***Employer*** means a congregation which is a member of the Church, or other recognized organization that is associated or affiliated with the Church, and which:

(1) executes a Participation Agreement, and

(2) is accepted by the Administrator as an Employer.

In addition to the above, "Employer" includes any organization that is neither a congregation nor a recognized organization that is associated or affiliated with the Church but which employs Clergy and satisfies (1) and (2) above.

2.16 ***Expenses*** means:

(1) all reasonable fees and expenses of the Administrator related to the administration of the Plan; and

(2) all reasonable fees and expenses of persons other than the Administrator related to the establishment, maintenance and administration of the Fund and the Plan.

2.17 ***Fund*** means all the assets of the Plan whether held under an insurance contract, a trust fund or a bank account to which Contributions and Voluntary Contributions made under the terms of the Plan are deposited and from which pension and other ancillary benefits arising under the Plan are provided, and from which Expenses charged to the Plan are paid, and includes the funds established for the:

(1) Lay Pension Plan of the Lutheran Church in America - Canada Section; and

(2) Ministerial Pension and Death Benefit Plan of the Lutheran Church in America - Canada Section,

which were transferred to the Fund.

2.18 ***Inactive Member*** means former Employee who has enrolled in the Plan in accordance with Section 3 hereof and remains entitled to an Account.

2.19 ***Income Tax Act*** means the *Income Tax Act* (Canada) and the Regulations thereunder, each as amended or replaced from time to time.

2.20 ***Insurer*** means an insurance company licensed under the laws of Canada or a province thereof to carry on annuity business in Canada.

2.21 ***Investment Returns*** means:

(1) for Accounts, the net gain or loss on the market value of the assets of the Accumulation Account; and

(2) for the Retired Benefit Account, the net gain or loss on the market value of the assets of the Retired Benefit Account.

Investment Returns includes dividends, accrued interest income, and realized and unrealized capital gains and losses.

2.22 ***Lay Worker*** means an Employee who is not a member of the Clergy.

2.23 ***Member*** means an Active Member or an Inactive Member but does not include a Retired Member.

2.24 ***Normal Retirement Date*** means the last day of the month in which the Member attains age 65.

2.25 ***Participation Agreement*** means an agreement entered into between the Administrator and an Employer which requires the Employer to:

(1) enroll each Employee who has met the eligibility requirements of the Plan,

(2) contribute to the Plan,

(3) abide by the Plan as amended from time to time; and

(4) abide by all rules and practices established by the Administrator for the administration of the Plan.

2.26 ***Pension Benefits Act*** means the *Employment Pension Plans Act* (Alberta), R.S.A. 2000, c. E-8 and the Regulations thereunder and, to the extent applicable, any other similar legislation and regulations enacted by any other province of Canada, all as amended from time to time.

2.27 ***Plan*** means the Pension Plan for Clergy and Lay Workers of the Evangelical Lutheran Church in Canada as set out herein, and as amended from time to time, including any changes in Applicable Legislation which are effective but which have not been formally reflected in the Plan by amendment.

2.28 ***Plan Year*** means the calendar year.

2.29 ***Retired Benefit Account*** means that portion of the Fund other than the Accumulation Account.

2.30 ***Retired Member*** means an individual who is receiving a retirement benefit from the Retired Benefit Account.

2.31 ***Salary*** means, except as otherwise provided in this Section 2.31:

(1) for Clergy, 130% of the Member's gross earnings, where a parsonage is provided, plus housing equity paid, or gross earnings plus housing allowance paid where no parsonage is provided; and

(2) for Lay Workers, gross earnings paid to the Lay Worker, including any overtime, bonuses and housing allowances to which the Lay Worker is entitled.

For a Member who is ministering in a foreign country, “Salary” shall mean the actual salary in Canadian dollars paid to the Member, including any housing allowance, provided however, that such Member is a resident of Canada under the Income Tax Act, and provided that the salary was paid by an Employer in Canada and was subject to Canadian income taxation.

For a Member on Disability or on a Statutory Leave of Absence, “Salary” shall mean the annual salary that would have been used for contribution purposes had the Member not been Disabled or on leave, as applicable, as determined in accordance with the Income Tax Act.

Under no circumstances shall “Salary” include severance pay.

2.32 ***Service*** means the entire period of employment of a Member with an Employer from the date of hire to the date that a Member terminates such employment, dies or commences receiving a retirement benefit.

Service will include any periods while the Member is not actively at work due to Disability provided Contributions are continued to the Plan in accordance with Section 10.01.

Service will include the period of time when a Member who is on the Roster of the Church is on recognized leave from call provided the Member remains on the Roster for the entire period of leave. However, Contributions are neither required nor permitted during such a period of leave.

Service will include any periods while the Member is on a Statutory Leave of Absence.

A break in employment of 52 weeks or less (or such longer period as prescribed for this purpose by Applicable Legislation) will not constitute a break in Service unless employment has terminated and the Member is not expected to return to work with an Employer. In all other circumstances where a break in Service occurs, the Employee will be treated as a new entrant and will be enrolled from the date of hire or when the eligibility requirements set out in Section 3 have been met. If no Contributions are required to have been made on the Member’s behalf for 52 weeks or more, the Member may request that a termination be deemed to have occurred. In such circumstances the Member will be treated as if termination has occurred and the benefits payable to the Member will be determined in accordance with Section 8.

2.33 ***Spouse*** means, in relation to a Member, at the time a determination of spousal status is required, the individual who is the pension partner, spouse or common-law partner of the Member as defined by the Pension Benefits Act (including, where applicable, a registered domestic partner or civil union partner of the Member), provided that such individual also qualifies as a “spouse” or “common-law partner” of the Member as defined at the relevant time in the Income Tax Act for purposes of registered pension plans.

2.34 ***Statutory Leave of Absence*** means a leave of absence to which a Member is entitled under Applicable Legislation.

2.35 ***Superintendent*** means the Superintendent of Pensions of Alberta appointed under the *Employment Pension Plans Act* (Alberta).

2.36 ***Voluntary Contributions*** means contributions made to the Plan by a Member in accordance with Section 4.04.

2.37 ***YMPE*** means, in respect of any calendar year, the Year's Maximum Pensionable Earnings as defined under the Canada Pension Plan or the Quebec Pension Plan, as applicable,

References to Number

In this Plan, words importing the singular number include the plural number and vice versa.

Captions and Headings

The captions, section 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 the Plan.

SECTION 3 – Eligibility and Membership

3.01 Eligibility for Clergy

(1) An Employee who is a member of the Clergy must join the Plan on his or her date of hire if his or her monthly Salary is equal to or greater than 25% of one-twelfth ($1/12^{th}$) of the YMPE.

(2) An Employee who is a member of the Clergy and who is not eligible to join the Plan on his or her date of hire under paragraph (1) must join the Plan on the first day of the month following the month that his or her monthly Salary is equal to or greater than 25% of one-twelfth ($1/12^{th}$) of the YMPE.

3.02 Eligibility for Lay Workers

(1) A Lay Worker who is employed on a full-time basis must join the Plan on the later of:

- (a) completing 90 days of Service; and
- (b) the first day of the month after his or her monthly Salary is equal to or exceeds 25% of one-twelfth ($1/12^{th}$) of the YMPE.

(2) A Lay Worker who is employed on a less than full-time basis may voluntarily join the Plan after 90 days from his or her date of hire, provided his or her monthly Salary is equal to or greater than 25% of one-twelfth ($1/12^{th}$) of the YMPE, or at such earlier date as prescribed for this purpose under the applicable Pension Benefits Act. Once these eligibility requirements have been met, a Lay Worker who is employed on a less than full-time basis is always eligible to join the Plan and may become a Member on the first day of the month following the month that the form signifying membership is completed and filed with the Employer as outlined in Section 3.04.

(3) For the purposes of this Section 3.02, a Lay Worker is considered to be employed on a full-time basis once such Employee works 30 hours or more per week.

(4) Each Employer must ensure that each of its eligible Lay Workers who has not joined the Plan is notified of his or her eligibility at least annually.

3.03 Minimum Eligibility Requirements

In no event shall the eligibility requirements set out in Sections 3.01 and 3.02 result in an Employee becoming eligible to join the Plan at a later date than the date upon which the minimum eligibility requirements under the Pension Benefits Act are met. In addition, a Member shall not cease to be a Member solely due to earning less than 25% of one-twelfth ($1/12^{th}$) of the YMPE in a month.

3.04 Enrollment

Each Employer shall ensure that each of its eligible Employees completes and signs the form prescribed by the Administrator for the purpose of enrolling in the Plan. Upon it becoming mandatory that one of its Employees join the Plan, or upon request of an eligible Employee, the Employer must ensure that enrollment is carried out as required.

3.05 Re-employment of Member

If the Service of an Active Member is terminated and such Member is thereafter re-employed by an Employer, such re-employed Employee will, for purposes of this Plan, be considered to be a new Employee, unless the Active Member remained on the Roster of the Church for the entire period in which the Member did not render Service to an Employer, or unless, at the time of such prior termination, the Employee was expected to return to work with an Employer.

SECTION 4 – Contributions

4.01 Member Contributions

Subject to Sections 4.03, 4.07 and 4.09, each Active Member of the Plan shall contribute 5% of Salary to the Plan each month, by means of payroll deduction.

4.02 No Cessation of Member Contributions

Except as provided in Sections 4.03 and 4.09, an Active Member shall not be permitted to suspend making Contributions while the Member remains in the Service of an Employer.

4.03 Member Contributions After Normal Retirement Date

Where permitted under the Pension Benefits Act, an Active Member who remains in the service of an Employer after Normal Retirement Date may elect to:

(1) have contributions continue under Section 4.01 and 4.05, or

(2) cease making contributions to the Plan, in which case the Member will be treated as having terminated Service and elect to be treated as either a retired Member or terminated Member in accordance with Section 6 or Section 8 of the Plan, as applicable.

An election to cease making contributions in accordance with paragraph (2) shall be irrevocable and the Member will not be permitted to re-enroll in the Plan.

4.04 Voluntary Contributions

An Active Member may, by payroll deductions, make Voluntary Contributions in respect of Service after becoming an Active Member of the Plan provided that such Voluntary Contributions, together with Contributions required by Section 4.01 plus the Contributions made by the Employer under Section 4.05 shall not exceed the amount indicated in Section 4.09.

4.05 Employer Contributions on Behalf of Members

In respect of each Active Member in the Service of an Employer who is contributing to the Plan in accordance with Section 4.01, the Employer shall contribute 5% of such Member's Salary to the Plan each month.

4.06 Employer Contributions to the Retired Benefit Account

Where the Plan has an unfunded liability or solvency deficiency with respect to the Retired Benefit Account, the Actuary will determine the minimum funding requirement according to the Pension Benefits Act. Each Employer shall contribute a supplemental amount each month, such that the sum of the supplemental contributions paid by all Employers is sufficient to meet the minimum funding requirement.

The supplemental contribution amount to be paid by each Employer is equal to:

(a) the specified % of the aggregate monthly Salary of all Active Members in the Service of the Employer during that month; plus

(b) the difference between:

(i) the specified % of the aggregate monthly Salaries, of all Employees in the service of the Employer during that month who are members of the Clergy; and

(ii) the specified % of the aggregate monthly Salary of all Active Members in the Service of the Employer during that month who are members of the Clergy.

The Actuary will determine the specified % annually and the Administrator will approve the specified % annually to ensure the sum of supplemental contributions paid by all Employers is sufficient to meet the minimum funding requirement.

Supplemental contributions shall be allocated to the Retired Benefit Account in accordance with the Pension Benefits Act and the Income Tax Act.

4.07 Employer Contributions on Withdrawal from the Plan

Where the Plan has an unfunded liability or solvency deficiency with respect to the Retired Benefit Account and an Employer withdraws from the Plan, a partial plan termination will be deemed to have occurred and the requirements of the Pension Benefits Act will be followed. Further, that Employer shall contribute to the Plan the Employer's share of the unfunded liability or solvency deficiency, as the case may be, within 90 days of such withdrawal. The contribution shall be the amount determined by the Actuary in accordance with the policy approved by the Administrator and such contribution shall be allocated to the Retired Benefit Account in accordance with the Pension Benefits Act and the Income Tax Act.

4.08 Remittance of Contributions and Voluntary Contributions

(1) Member Contributions and Voluntary Contributions

Contributions and Voluntary Contributions made by an Active Member of the Plan shall be deposited in the Accumulation Account and allocated to individual Member Accounts not later than 30 days after the end of the month in which such contributions are deducted from the Active Member's Salary or otherwise received from or on behalf of the Member.

(2) Employer Contributions

(a) Contributions made by an Employer shall be made not less than frequently than monthly.

(b) Each contribution made by an Employer under Section 4.05 shall be deposited in the Accumulation Account and will be allocated to the respective Active Member's Account.

(c) Each supplemental contribution made by an Employer under Section 4.06 shall be deposited into the Retired Benefit Account.

(d) Each contribution made under Section 4.07 by an Employer who withdraws from the Plan shall be deposited into the Retired Benefit Account.

4.09 Maximum Contributions

The total Contributions and Voluntary Contributions made to the Plan in respect of an Active Member in respect of any Plan Year shall not exceed the lesser of the money purchase limit (as defined by the Income Tax Act) for the year and 18% of the Member's Salary for the year.

4.10 Return of Contributions

An amount contributed in by or in respect of an Active Member under this Section 4 may be refunded at any time to the contributor where such action is required to avoid revocation of the Plan's registration under the Income Tax Act, subject to the approval of the Superintendent.

4.11 Contributions During Leave of Absence

(1) An Active Member may elect to continue making Contributions in accordance with Sections 4.01 and 4.04 in respect of a Statutory Leave of Absence, in which case, the Employer shall continue to make Contributions in respect of such Active Member in accordance with Section 4.05 during such leave.

(2) If an Active Member is on a Statutory Leave of Absence and does not elect to continue making Contributions to the Plan in accordance with Section 4.01 during such leave, no Contributions shall be made by the Employer in respect of such Active Member in accordance with Section 4.05 during such leave. In such case, contributions by and on behalf of the Member shall resume upon the Member's return to active employment.

(3) An election by a Member under this Section 4.11 is irrevocable.

4.12 Contributions During Recognized Leave from Call

Contributions to the Plan are neither required nor permitted during a period of time when a Member who is on the Roster of the Church is on recognized unpaid leave from call.

SECTION 5 – Accounting Procedures

5.01 Establishment and Maintenance of Accounts

An Account shall be established and maintained for each Member, to which Contributions and Voluntary Contributions, if any, made pursuant to Section 4 by and on behalf of the Member shall be credited.

5.02 Crediting of Investment Returns

(1) Investment Returns on Member Accounts

Investment Returns, net of Expenses related to the Accumulation Account, shall be credited proportionately to each Member's Account and Inactive Member's Account monthly, based on their average daily balance in that month.

(2) Investment Returns on the Retired Benefit Account

Investment Returns, net of Expenses related to the Retired Benefit Account, shall be credited to the Retired Benefit Account on a monthly basis.

5.03 Investment of Contributions and Voluntary Contributions

The Administrator directs the investment of the Accumulation Account and the Retired Benefit Account, in accordance with the provisions of the Plan's Statement of Investment Policies and Objectives, as amended from time to time, and the Pension Benefits Act and the statutory and regulatory requirements of any other competent jurisdiction.

5.04 The Custodian shall at all times keep or cause to be kept adequate accounts of the Fund. Such accounts shall be maintained on a monthly basis.

5.05 The Fund shall have a fiscal year ending on each December 31st.

SECTION 6 – Commencement of Retirement Benefits

6.01 A Member may elect to retire and commence receiving benefits payable under an annuity that is purchased from an Insurer with the value of his or her Account immediately following Normal Retirement Date, regardless of whether the Member has terminated Service with the Employer.

6.02 A Member who has attained the age of 55 or has completed 30 years of Service may elect to retire and commence receiving benefits payable under an annuity that is purchased from an Insurer with the value of his Account prior to his or her Normal Retirement Date provided that the Member has terminated Service.

6.03 In respect of a Member who remains in the Service of an Employer after Normal Retirement Date and who does not elect to continue to make Contributions to the Plan under Section 4.03(1), such Member shall cease to contribute to the Plan and commence receiving benefits payable under an annuity that is purchased from an Insurer with the value of his or her Account, effective the first day of the month coincident with or next following the Member's termination of Service with the Employer. A Member may elect to defer commencement of benefit payments to the first day of any month following the Member's termination of Service, but in no event shall benefit payments commence later than December 1 in the year in which the Member attains age 71.

SECTION 7 – Methods of Settling Retirement Benefits

7.01 Subject to Section 7.02, upon the retirement of a Member, the value of the Member's Account will be used to purchase an annuity from an Insurer. Any such purchase shall operate as a complete discharge of the liability to the Member with respect to the Member's Account under the Plan.

7.02 In lieu of the purchase of an annuity, an Active Member who has terminated Service and is eligible to retire but does not wish to commence receiving benefits from his or her Account may elect to be treated as a terminated Member and, in such circumstances, Section 8 of the Plan will apply.

7.03 Normal Form of Benefits

The normal form of benefits in which an annuity purchased from an Insurer pursuant to Section 7.01 shall be paid are as set out in this Section 7.03. For greater clarity, no pension benefits are payable directly from the Plan Fund.

(1) For a Member With a Spouse at Retirement

For a Member who has a Spouse at the date of pension commencement, the normal form shall be a joint life annuity with $^{2}/_{3}$ of the original amount continuing to the Spouse on the death of the Retired Member.

The benefit is guaranteed payable and the original amount of benefit shall not reduce until the earlier of:

(a) the point at which the Retired Member and the Spouse have received payments which are at least equal to the value of the Retired Member's Account as of the date of pension commencement; and

(b) the point at which 60 monthly payments have been made in total to the Retired Member or the Spouse.

(2) For a Member Without a Spouse at Pension Commencement

For a Member who does not have a Spouse at the date of pension commencement, the normal form shall be a single life annuity which is guaranteed payable until the Retired Member has received payments which are at least equal to the value of the Retired Member's Account as of the date of pension commencement.

7.04 Optional Forms of Benefits

Subject to Section 7.05, In lieu of the normal form of benefit described in Section 7.03, a Member may elect any other terms for his or her annuity as may be available from the Insurer and which are permitted under the Pension Benefits Act and the Income Tax Act.

7.05 Spousal Waiver

A Member with a Spouse at pension commencement may only elect an optional form of annuity pursuant to Section 7.04 that will provide the Spouse with a benefit which is less than that as prescribed under the Pension Benefits Act if the Member provides the Administrator with a waiver in the form and executed (by the Spouse and, where required by the Pension Benefits Act, by the Member) in the manner prescribed under the Pension Benefits Act.

7.06 The election of a joint life annuity will become null and void in the event of the death of the Member or the Spouse prior to commencement of benefit payments. If the Spouse dies prior to pension commencement, the Member may elect a pension based on the Member’s life only; if the Member dies prior to pension commencement, the Spouse will be entitled to receive benefits under Section 9 of the Plan.

7.07 A Member may elect to receive, in lieu of a monthly benefit, part or all of that portion of the Member’s Account, if any, that is attributable to Voluntary Contributions, as a cash refund or as a transfer to another registered fund, subject to the Income Tax Act.

7.08 If the value of the Member's Account, other than the amount, if any, that is attributable to Voluntary Contributions, is less than the amount prescribed under the applicable Pension Benefits Act for the unlocking of small benefits, the value of the Member's Account shall, at the Member’s election, either be paid directly to the Member as a lump sum or be transferred to a registered vehicle permitted under the Income Tax Act. If such a Member fails to make an election under this Section 7.08 within the period prescribed by the Administrator for making an election, the Member shall be deemed to have elected to receive the Account value as a lump sum.

7.09 For any pension in payment from the Retired Members Account, the Administrator reserves the right to purchase, from an Insurer, an annuity to provide an equal monthly pension. Any such purchase shall operate as a complete discharge of liability for such pension in payment under this Plan.

SECTION 8 – Termination of Service

8.01 This Section 8 pertains to the entitlements of a Member whose Service with the Employer is terminated other than by death, disability or retirement.

8.02 Subject to Sections 8.03 and 8.05, an Inactive Member shall be entitled to leave his or her Account in the Plan until such time as the Member elects to retire and commence receiving benefits payable under an annuity that is purchased from an Insurer with the value of his or her Account in accordance with Section 7.

8.03 An Inactive Member who elects to leave his or her Account in the Plan in accordance with Section 8.02 may elect, if permitted under the Pension Benefits Act applicable to the Member, at the time the Member's Account is transferred out of the Plan, to receive a cash refund or a transfer to another registered plan or fund of up to twenty-five percent (25%) of the value of the Member's Account that accrued in respect of Contributions made for Service prior to the date specified under the relevant Pension Benefits Act, as described in the Appendix of the Plan relevant to the Member.

8.04 An Inactive Member who has made Voluntary Contributions may elect to:

(1) receive a refund of such contributions with Investment Returns thereon;

(2) use such Voluntary Contributions, with Investment Returns thereon, to provide a deferred benefit at the Member's Normal Retirement Date or at any age over age 55; or

(3) transfer such Voluntary Contributions with Investment Returns thereon to another registered plan or fund.

8.05 An Inactive Member may request a transfer of his or her Account (other than that portion, if any, which is attributable to Voluntary Contributions) to another registered pension fund (if that plan so permits), a Locked In Retirement Account (LIRA) or such other comparable registered vehicle. Furthermore, if the Member is age 50 or over and if a Spouse's waiver has been signed in the form and manner prescribed by the Pension Benefits Act and filed with the Administrator, the transfer may be made to a registered retirement income fund that meets the requirements of the Pension Benefits Act, in the manner prescribed in the Pension Benefits Act. Any transfer of a Member's Account under this Section shall operate as a complete discharge of liability to the Member with respect to the Member's Account under this Plan.

8.06 Notwithstanding the above, if upon termination a Member's Account balance (other than that portion, if any, which is attributable to Voluntary Contributions), is less than the amount prescribed under the Pension Benefits Act for the unlocking of small benefits, the Member must elect to receive the Account balance as a lump sum or have it transferred to another retirement savings vehicle in accordance with the Income Tax Act. If the Member fails to elect such an option within the time prescribed by the Administrator for making an election, the Member will be deemed to have elected to receive the Account value as a lump sum.

SECTION 9 – Benefits on Death

9.01 **Spouse's Entitlement on Member's Death Prior to Pension Commencement**

(1) Subject to Sections 9.02 and 9.03, if a Member dies prior to pension commencement and is survived by a Spouse, the Spouse may elect that the Member's Account (other than that portion, if any, which is attributable to Voluntary Contributions) be:

(a) used to purchase for the Spouse, from an Insurer, an immediate or deferred annuity. The Spouse's pension must commence by the end of the year in which the Spouse attains age 71 or, if later, within one year following the death of the Member;

(b) transferred to a Locked-In Retirement Account (LIRA), Life Income Fund (LIF) or other registered savings vehicle that meets the requirements of the Income Tax Act and the Pension Benefits Act.

(2) The Spouse may elect that the amount attributable to the Member's Voluntary Contributions, if any, be used to purchase for the Spouse an immediate or deferred annuity as described above, or be paid to the Spouse in a lump sum.

(3) Where permitted under the Pension Benefits Act, a Spouse may elect to receive the full value of the Member's Account, including that portion, if any, which is attributable to Voluntary Contributions, as a lump sum or as a transfer to a registered retirement savings plan that is not locked in.

(4) If the amount otherwise transferable under this Section 9.01 upon the death of a Member before pension commencement is less than the amounts specified in Section 7.08 hereof, the Spouse may elect to receive payment of such amount as a lump sum.

(5) Where a lump sum is an available option to the Spouse in respect of a benefit payable pursuant to this Section 9.01, and the Spouse does not submit a valid election to the Administrator, within the time period prescribed by the Administrator for making an election, to receive the benefit in a form other than a lump sum, the Spouse shall be deemed to have elected to receive the benefit in the form of a lump sum.

9.02 If the Member does not have a Spouse or the Spouse has waived entitlement in accordance with Section 9.03, a lump sum equal to the value of the Member's Account will be payable to the Member's Beneficiary. If no Beneficiary is named or if the Beneficiary is the Member's estate, a lump sum payment equal to the value of the Member's Account will be made to the estate of the Member.

9.03 Where and under such circumstances as may be permitted under the Pension Benefits Act, a Spouse may waive his or her entitlement to benefits under this Section 9 by executing the appropriate waiver in the form and manner prescribed by the Pension Benefits Act and filing it with the Administrator prior to the date of the Member's death. Subject to the Pension Benefits Act, a waiver issued pursuant to this Section 9.03 may be rescinded by the Spouse by providing written notice to the Administrator, in the prescribed form, at any time prior to the Member's death.

9.04 If a Member dies after commencement of the retirement benefits, any entitlement will be based on the form of benefit chosen by the Member at the date of pension commencement.

9.05 Any purchase, transfer or payment of the Member's Account under this Section shall operate as a complete discharge of liability with respect to the Member's Account under this Plan.

9.06 If a Spouse who becomes entitled to a benefit under this Section 9 dies prior to payment or transfer of the value of such benefit, or commencement of the applicable pension, the Spouse's beneficiary or estate, as applicable, shall receive a benefit equal to the full value of the Member's Account, including Voluntary Contributions.

SECTION 10 – Contributions and Benefits on Disability

10.01 If the Member receives disability income under the *Employment Insurance Act* (Canada), the Member may elect to continue to make contributions in accordance with Section 4.01. If the Member elects to make contributions during this period, the Employer will continue to make contributions in accordance with Sections 4.05 and 4.06.

10.02 When a Disabled Member has satisfied the elimination period and qualifies for benefits under the long term disability income plan sponsored by the Administrator, contributions shall be made to the Plan in respect of such Member in accordance with the provisions of the long term disability income plan in effect as at the date such Member qualifies for benefits under such plan.

Notwithstanding the prior provisions of this Section 10.02, the long term disability provisions applicable to Members of the Plan have been self-insured by the Administrator at various points in the Plan's history. A Disabled Member who qualified for long term disability benefits under a prior self-insured arrangement shall continue to have contributions remitted to the Plan on his or her behalf by the Administrator in accordance with the provisions of the applicable self-insured arrangement.

Further, in no event shall the total Contributions made to the Plan in respect of a Disabled Member in any Plan Year exceed the maximum contribution level specified in Section 4.09.

10.03 A Member whose disability does not qualify the Member for benefits under the long term disability income plan sponsored by the Administrator and whose Service terminates will be entitled to the benefits applicable to the Member in accordance with Section 7 or 8 hereof, as applicable.

10.04 If a Member ceases to be Disabled and resumes Service with an Employer, the Member and Employer will resume the Contributions required under Section 4 upon resumption of active employment. If the Member ceases to be Disabled and the Service of the Member terminates, the Member will be entitled to the benefits determined in accordance with Section 7 or 8 hereof, as applicable.

10.05 If a Disabled Member dies before pension commencement, the Member's Account shall be applied in accordance with Section 9 hereof.

SECTION 11 – Designated Beneficiary

11.01 A Member must designate a Beneficiary to receive any benefits payable under the Plan in the event of the Member's death if the Member is not survived by a Spouse or if the Spouse has waived any entitlement to benefits otherwise automatically payable to the Spouse. The Member may alter or revoke such designation at any time and from time to time, subject to the provisions of any annuity, insurance or other contract or other law governing the designation of beneficiaries as may be applicable to the Member. Such written designation or revocation, as applicable, shall be in the form and executed in such manner as the Administrator may in its discretion require, in accordance with Applicable Legislation. If a Member does not validly designate a Beneficiary, or if the Beneficiary predeceases the Member and no subsequent designation is made, the Member's estate shall be the Beneficiary.

SECTION 12 – Assignment and Commutation of Benefits

12.01 Entitlements under the Plan are not capable of assignment, charge, anticipation, being given as security, alienation, surrender or commutation during the lifetime of the Member, either before or after pension commencement, except as expressly provided in the Plan, and any transaction purporting to assign, charge, anticipate or give as security such monies is void unless so provided. The pension and other benefit payments under this Plan do not confer upon any Member, Retired Member, Employee, personal representative or dependent, or any other person, any right or interest in such benefits capable of being assigned, charged, anticipated, given as security, alienated, surrendered or commuted, except as specifically provided for in the Plan.

12.02 Entitlements under the Plan are subject to execution, seizure or attachment in satisfaction of an order for support or maintenance enforceable in a relevant jurisdiction where such seizure for enforcement of a maintenance order is permitted under the Pension Benefits Act.

12.03 Following the breakdown of a Member's or Retired Member's spousal relationship, all or any portion of such Member's entitlements under the Plan may be assigned to his or her Spouse or former Spouse, within the limits imposed by the Pension Benefits Act and applicable family property legislation.

12.04 Where permitted under the Pension Benefits Act, if the life expectancy of an Inactive Member (or, where otherwise subject to locking in, a surviving Spouse) is certified by a licensed medical doctor as being considerably shortened due to illness or physical disability, the Member (or surviving Spouse, as applicable) may withdraw all or any portion of the Member's Account, provided that, in the case of a Member who has a Spouse, the Spouse consents to such withdrawal in the form and manner prescribed by the Pension Benefits Act. Such payment shall be in full satisfaction of all obligations of the Plan.

12.05 Where permitted by the Pension Benefits Act and provided that, in the case of a Member who has a Spouse, the Member's Spouse provides a written waiver in the prescribed form, a Member or surviving Spouse who is a non-resident of Canada for the purposes of the Income Tax Act and who meets such other requirements as may be prescribed for this purpose by the Pension Benefits Act may direct the Administrator to make a lump sum payment of the value of the benefit to which the Member (or Spouse, as applicable) is otherwise entitled, in lieu of any other benefit payable under the Plan. To effect such a payment, the Member (or Spouse, as applicable) must make application to the Administrator in the manner prescribed by the Pension Benefits Act. Such payment shall be in full satisfaction of all obligations of the Plan.

SECTION 13 – Plan Administration

13.01 The Administrator may appoint agents or counsel to assist in the administration and interpretation of the Plan. All interpretations shall be handled consistently and be in accordance with the Plan's terms and conditions.

13.02 The Administrator shall maintain or cause to be maintained and make available such records as are required to determine accurately the benefits which have accrued to the credit of, or the amounts being paid to Members and/or Beneficiaries in accordance with the terms of the Plan.

13.03 For purposes of the Plan, an Employer shall be entitled to determine conclusively a Member's Salary and length of Service provided that at all times the contributions made are consistent with the Salary and Service reported. The Administrator is entitled to rely conclusively upon all information provided by an Employer respecting a Member of the Plan or any other information required to be furnished by the Employer in relation to the administration of the Plan. If an Employer is found to be negligent in the submission of Contributions to the Plan, a late penalty may be levied by the Administrator, at the Administrator's sole discretion.

13.04 If a benefit becomes payable to a person who is a minor or is mentally or legally incompetent to receive such benefit or to give a valid release therefore, the Administrator may pay the benefit to the person's legal guardian or other responsible person, for the account of the person entailed to the benefit. Any such payment shall operate as a complete discharge of liability therefore under this Plan.

13.05 Prior to the commencement of benefit payments, each Member must submit proof of age. If the benefit is to be paid on a joint and survivor basis, proof of age of the Spouse must also be submitted.

13.06 Each Active Member of the Plan and each Employer shall receive a written explanation of the Plan and any amendments thereto, together with an explanation of the Members' rights and duties with respect to such benefits. The Administrator will also provide each Member with, or provide access to, the information prescribed in the Pension Benefits Act.

13.07 The Plan will be administered in accordance with the law of the Province of Alberta.

13.08 Whenever an actuarial calculation pertaining to the benefits of a Member are required under the Plan, the Administrator, upon the advice of the Actuary, shall utilize such factors as have been authorized or are acceptable under the Pension Benefits Act.

13.09 The Administrator in its discretion may enter into reciprocal arrangements with the sponsors of other pension plans or portability agreements with individuals. All reciprocal and portability agreements shall be written and properly executed by the Administrator.

13.10 Where a Member, Spouse or Beneficiary becomes entitled to have an amount paid or transferred from the Plan other than as a periodic benefit, the payment shall be due and payable within 60 days after the event giving rise to the payment or the completion and filing of all documents required to authorize the making of the payment.

13.11 Where a Member, Spouse or Beneficiary becomes entitled to a lump sum benefit payable from the Plan and is eligible under the Income Tax Act to transfer the lump sum to a registered retirement savings plan, such individual shall be provided with this option upon request, by the Administrator.

SECTION 14 – Future of the Plan

14.01 The Administrator expects and intends to maintain this Plan in force indefinitely, but necessarily reserves the right to amend the Plan in order to comply with the requirements of the Pension Benefits Act and the Income Tax Act and to otherwise amend or discontinue the Plan in whole or in part. The Administrator shall communicate any material Plan amendments to the Members as required under the Pension Benefits Act.

14.02 No amendment to the Plan shall operate to reduce the benefits which have accrued to Members, the Spouses of Members or Beneficiaries thereof prior to the date of such amendment. The Administrator will not make any amendment which would cause or permit any portion of the Contributions made prior to that date to be diverted for purposes other than for the exclusive benefit of the Members, Spouses or Beneficiaries.

14.03 Should the Plan be wholly discontinued or terminated, the assets in the Fund shall be used to provide benefits in a manner to be determined by the Administrator acting reasonably in consultation with the Actuary, and subject to any requirements of the applicable Pension Benefits as follows:

(1) the Accumulation Account will be used to provide benefits for Members, Spouses and Beneficiaries. All Members will have the value of their Accounts transferred to an appropriate locked-in or non-locked in vehicle as required under the Pension Benefits Act; and

(2) the Retired Benefit Account will be used to provide benefits for Retired Members and the Spouses or Beneficiaries thereof.

All assets held pursuant to, or for the purposes of the Plan, shall be applied to provide for the Members, the Spouses of Members or Beneficiaries of Members those benefits which have accrued for Service to date of discontinuance or termination of the Plan. After all liabilities for accrued benefits have been fully met, any assets that may remain in the Fund shall be used as the Administrator may direct, subject to the requirements of the Pension Benefits Act.

14.04 If an Employer’s participation in the Plan is terminated and a partial wind-up of the Plan in respect of that Employer is declared, each affected Member will have the value of his or her Account accumulated to the date of such partial wind-up transferred to an appropriate registered or non-registered vehicle as required under the Pension Benefits Act. Each Retired Member who retired while an Employee of the Employer whose participation in the Plan is terminating, and any surviving Spouse of such a Retired Member, will have a life annuity purchased from an Insurer in respect of his or her ongoing pension.

Appendix A – Alberta Members

A1.01 Application

The provisions of this Appendix A apply to Members who are employed in the province of Alberta or who were employed in the province of Alberta at the time of terminating Service ("Alberta Members").

A1.02 Spousal Waiver

If the Spouse of an Alberta Member waives entitlement to the benefit described in Section 7.03(1) in accordance with Section 7.05, the Spouse shall automatically be the beneficiary of any amount payable on such Member's death pursuant to the optional form of pension elected by the Member unless the Spouse further waives such entitlement in accordance with the Pension Benefits Act.

A1.03 Unlocking of Small Benefits

For the purposes of Section 7.08, the prescribed value of the Member's Account is 20% of the value of the YMPE in the year in which in which the most recent determination of the Account Balance is made.

A1.04 Partial Unlocking Under Section 8.03

For the purposes of Section 8.03, in respect of an Alberta Member, the date specified under the Pension Benefits Act is January 1, 1987.

A1.05 Shortened Life Expectancy

For the purposes of Section 12.04, in respect of an Alberta Member or the surviving Spouse of an Alberta Member, in order to withdraw all or a part of the Member's Account, the following requirements must be met:

(a) the payment of the pension to the Member or surviving Spouse must not have commenced;

(b) the Member or surviving Spouse must have a terminal illness or a disability that is likely to shorten that person's life considerably, as certified by a medical practitioner; and

(c) in the case of Member with a shortened life expectancy who has a Spouse, the Company has received a waiver signed by the Member's Spouse, in the form prescribed by the Alberta *Employment Pension Plans Act*, stating that:

   (i) the Spouse is aware of the Spouse's entitlements under the Plan;

(ii) the Spouse waives those entitlements; and

(iii) the waiver was signed by the Spouse in the presence of a witness and outside the presence of the Member.

A1.06 Non Residency

For the purposes of Section 12.05, in respect of an Alberta Member or the surviving Spouse of an Alberta Member, the following requirements must be met in order to withdraw all or a part of the Member's Account:

(a) the payment of the pension to the Member or surviving Spouse must not have commenced;

(b) the Member or surviving Spouse, as the case may be, has provided written evidence to the Company that the Canada Revenue Agency has confirmed the person's non-residency for the purposes of the Income Tax Act; and

(c) in the case of Member who has a Spouse, the Company has received from the Spouse a waiver signed by the Member's Spouse, in the form prescribed by the Alberta *Employment Pension Plans Act*, stating that:

(i) the Spouse is aware of the Spouse's entitlements under the Plan;

(ii) the Spouse waives those entitlements; and

(iii) the waiver was signed by the Spouse in the presence of a witness and outside the presence of the Member.

A1.07 50% Unlocking of Account

An Inactive Member last employed in Alberta who has attained age 50 and is electing to transfer the value of the Alberta Member's Account in accordance with Section 8.05 to a Life Income Fund or for the purchase of an annuity in accordance with Section 7.03 may elect to receive up to 50% of his or her Account (other than that portion, if any, attributable to Voluntary Contributions) as a lump sum provided that, if the Member has a Spouse at the relevant time, the Spouse has executed the applicable waiver in the form and manner prescribed under the Pension Benefits Act and filed such waiver with the Administrator, and such waiver has not been rescinded.

A surviving Spouse of a deceased Alberta Member who has attained age 50 and is electing to transfer the value of the deceased Member's Account to a Life Income Fund or for the purchase of an annuity in accordance with Section 9.01 may elect to receive up to 50% of the Member's Account (other than that portion, if any, attributable to Voluntary Contributions) as a lump sum.

Appendix B – Quebec Members

B1.01 Application

The provisions of this Appendix B apply to Members who are employed in the province of Quebec or who were employed in the province of Quebec at the time of terminating Service (“Quebec Members”). Where the provisions of Sections 1 through 14 of the Plan are inconsistent with the provisions of this Appendix B, the provisions of this Appendix B shall apply in respect of a Quebec Member.

B1.02 Contributions and Benefits on Disability

If a Quebec Member is entitled to receive benefits under the *Act Respecting Industrial Accidents and Occupational Diseases* (Quebec), Service will continue to accrue for a period of up to twenty-four (24) months following the date of injury, provided that Member Contributions required under Section 4.01 continue to be made to the Plan. In such event, the Employer contribution required under Section 4.05 and the supplemental contribution required under Section 4.06 shall continue to be made to the Plan.

B1.03 Early Benefit

(1) A Quebec Member whose working time is reduced pursuant to an agreement with the Administrator effective on or after June 5, 1997 and who has attained age 55 is entitled, upon request to the Administrator, in each calendar year covered by the agreement, to the payment of a lump sum of an early benefit in a lump sum, equal to the least of:

(a) 70% of the reduction in his or her Salary resulting from the reduction in working time during the calendar year;

(b) 40% of the YMPE in that calendar year; and

(c) the value of the Member’s Account at the relevant time.

(2) A Quebec Member cannot receive, in the same calendar year, the early benefit described in this Section B1.03 and the postponed retirement benefits described in Section B1.04, or the pension payable in replacement thereof.

(3) The Account of the Quebec Member who receives the early retirement benefit provided under paragraph (1) above shall be reduced by the amount so paid.

B1.04 Postponed Retirement Benefits

(1) A Quebec Member who remains employed beyond Normal Retirement Date may require that the Member's Account be paid to him or her, in whole or in part, but only to the extent necessary to offset any reduction in Salary during that period. No Quebec Member may exercise this right more than once per 12-month period, except pursuant to an agreement with the Administrator.

(2) The benefit payable to a Quebec Member under paragraph (1) above shall be paid in the form of a single lump sum.

B1.05 Termination of Spouse's Entitlement

The right of a Quebec Member's Spouse to benefits granted under the 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 their conjugal relationship, unless the following conditions apply:

(1) the Quebec Member notified the Administrator in writing to pay the benefits to the Spouse notwithstanding the separation from bed and board, divorce or marriage annulment, dissolution or annulment of their civil union or cessation of their conjugal relationship; and

(2) in cases where the court judgment became effective or, as the case may be, the cessation of the conjugal relationship occurred after August 31, 1990 but before January 1, 2001, there has not been a division of the Quebec Member's benefits pursuant to Section 12.03.

B1.06 Redetermination of Quebec Member's Pension

(1) Where a Quebec Member's pension has been established pursuant to Section 7.03(1) or under an optional form that provides a survivor pension to the Spouse, and the entitlement of the Member's Spouse to the survivor pension is terminated pursuant to Section B1.05, the Quebec Member may request a redetermination of his or her pension. The redetermined pension shall be in the same amount and have the same characteristics as the pension that would be payable to the Quebec Member at the date of redetermination had the Quebec Member not had a Spouse on the pension commencement date.

(2) Unless the Administrator has received the notice referred to in Section B1.06(1), the Administrator shall redetermine the Quebec Member's pension if, after the pension commencement date, there has been a division of the Quebec Member's pension pursuant to Section 12.03.

(3) The redetermination of a pension under this Section B1.06 cannot, on its own, operate to reduce the amount of the pension payable to the Quebec Member.

B1.07 Partial Unlocking Under Section 8.03

Section 8.03 does not apply in respect of a Quebec Member.

Appendix C – Ontario Members

C1.01 Application

The provisions of this Appendix C apply to Members who are employed in the Province of Ontario or who were employed in the province of Ontario at the time of terminating Service ("Ontario Members"). Where the provisions of Sections 1 through 14 of the Plan are inconsistent with the provisions of this Appendix C, the provisions of this Appendix C shall apply in respect of an Ontario Member.

C1.02 Contributions and Benefits on Disability

If an Ontario Member is entitled to receive benefits under the *Workplace Safety and Insurance Act* (Ontario), Service will continue to accrue for a period of up to twelve (12) months following the date of injury, provided that Member Contributions required under Section 4.01 continue to be made to the Plan. In such event, the Employer contribution required under Section 4.05 and the supplemental contribution required under Section 4.06 shall continue to be made to the Plan.

C1.03 Spouse Not Entitled to Survivor Benefits

The Spouse of an Ontario Member is not entitled to receive the benefit payable in the event of the Member's death if the Spouse is living separate and apart from the Member:

(1) as of the date of the Member's death, in the case of the pre-retirement death benefit; or

(2) as of the date of the Member's pension commencement

unless the Member has designated the Spouse as his or her Beneficiary and such designation remains in effect on the relevant date.

C1.04 Partial Unlocking Under Section 8.03

For the purposes of Section 8.03, in respect of an Ontario Member, the date specified under the Pension Benefits Act is January 1, 1987.

C1.05 Non-residency

Section 12.05 does not apply in respect of an Ontario Member.

Appendix D – British Columbia Members

D1.01 Application

The provisions of this Appendix D apply to Members who are employed in the province of British Columbia or who were employed in the province of British Columbia at the time of terminating Service ("BC Members"). Where the provisions of Sections 1 through 14 of the Plan are inconsistent with the provisions of this Appendix D, the provisions of this Appendix D shall apply in respect of a BC Member.

D1.02 Termination of Spouse's Entitlement to Death Benefits

(1) The normal form of benefit required for a Member with a Spouse at pension commencement under Section 7.03(1) shall not be required for a BC Member in respect of whom the Administrator has received notice of a division of pension entitlement between the BC Member and his or her Spouse due to a breakdown of the spousal relationship.

(2) A Spouse's priority right to a death benefit under Section 9.01 does not apply in respect of a BC Member's Spouse, once the Spouse has received a proportionate share of the BC Member's benefit from the Plan under the terms of an agreement or order on breakdown of the spousal relationship.

D1.03 Partial Unlocking Under Section 8.03

For the purposes of Section 8.03, in respect of a BC Member, the date specified under the Pension Benefits Act is January 1, 1993.

Appendix E – Manitoba Members

E1.01 Application

The provisions of this Appendix E apply to Members who are employed in the province of Manitoba or who were employed in the province of Manitoba at the time of terminating Service ("Manitoba Members"). Where the provisions of Sections 1 through 14 of the Plan are inconsistent with the provisions of this Appendix E, the provisions of this Appendix E shall apply in respect of a Manitoba Member.

E1.02 Mandatory Membership for Less-than-Full-Time Employees

Notwithstanding Section 3.02(2), an Employee who is a Lay Worker and who is employed in Manitoba on a less than full-time basis must join the Plan after completing 2 years of Service, provided his or her Salary is equal to or greater than 25% of the YMPE for two consecutive calendar years.

E1.03 Termination of Spouse's Priority Entitlement to Death Benefits

(1) The normal form of benefit required for a Member with a Spouse at pension commencement under Section 7.03(1) shall not be required for a Manitoba Member where the Spouse of such Manitoba Member has received, or is entitled to receive, a share of the Manitoba Member's benefit from the Plan as the result of a breakdown of the spousal relationship.

(2) A Spouse's priority right to a death benefit under Section 9.01 does not apply in respect of a Manitoba Member's Spouse where the Spouse has received, or is entitled to receive, a share of the Manitoba Member's benefit from the Plan as the result of a breakdown of the spousal relationship.

E1.04 Partial Unlocking Under Section 8.03

For the purposes of Section 8.03, in respect of a Manitoba Member, the date specified under the Pension Benefits Act is January 1, 1985.

E1.05 Shortened Life Expectancy

Section 12.04 does not apply in respect of a Manitoba Member.

Appendix F – New Brunswick Members

F1.01 Application

The provisions of this Appendix F apply to Members who are employed in the province of New Brunswick or who were employed in the province of New Brunswick at the time of terminating Service ("New Brunswick Members"). Where the provisions of Sections 1 through 14 of the Plan are inconsistent with the provisions of this Appendix F, the provisions of this Appendix F shall apply in respect of a New Brunswick Member.

F1.02 Commutation for Non-Residents Restricted

(1) The commutation option set forth at Section 12.05 shall not be available to a New Brunswick Member unless:

- (a) the New Brunswick Member is neither a citizen of Canada nor resident in Canada for purposes of the Income Tax Act; and
- (b) if the New Brunswick Member has a Spouse, the Spouse is neither a citizen of Canada nor resident in Canada for purposes of the Income Tax Act.

(2) The commutation option set forth at Section 12.05 shall not be available to the surviving Spouse of a New Brunswick Member unless the Spouse is neither a citizen of Canada nor resident in Canada for purposes of the Income Tax Act.

F1.03 Partial Unlocking Under Section 8.03

Section 8.03 does not apply in respect of a New Brunswick Member.

Appendix G – Nova Scotia Members

G1.01 Application

The provisions of this Appendix G apply to Members who are employed in the province of Nova Scotia or who were employed in Nova Scotia at the time of terminating Service ("Nova Scotia Members"). Where the provisions of Sections 1 through 14 of the Plan are inconsistent with this Appendix G, the provisions of this Appendix G shall apply in respect of a Nova Scotia Member.

G1.02 No Entitlement to Be Joint Annuitant if Living Separate and Apart

If the Spouse of a Nova Scotia Member is living separate and apart from the Member as of the date upon which the Member's first pension payment is due, the Member will be deemed not to have a Spouse for purposes of Section 7.04.

G1.03 Partial Unlocking Under Section 8.03

For the purposes of Section 8.03, in respect of a Nova Scotia Member, the date specified under the Pension Benefits Act is January 1, 1988.

G1.04 Shortened Life Expectancy

Section 12.04 does not apply in respect of a Nova Scotia Member.