WILFRID LAURIER UNIVERSITY
PENSION PLAN

Effective September 1, 1962

Amended and Restated to January 1, 2017

Financial Services Commission of Ontario
and Canada Revenue Agency
Registration Number 0314492

Adopted by the Board of Governors on the
8th day of February, 2017.

Signature
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APPENDIX A - CLASSES OF EMPLOYEES NOT ELIGIBLE TO JOIN THE PLAN
1. Effective September 1, 1962, Wilfrid Laurier University established the Wilfrid Laurier University Pension Plan (the "Plan") for its Employees, funded under The Great-West Life Assurance Company Group Annuity Policy No. 7472GP. Under the Plan, Members' contributions together with the University's matching contributions were deposited in the Plan for the purchase of annuity benefits. Plan Members were given the option to invest the Member's contributions in the Equity Fund of The Great-West Life Assurance Company for the subsequent purchase of annuity benefits.

2. Effective September 1, 1973, the Plan was converted to a New Money Deposit Administration Contract issued by The Great-West Life Assurance Company. Arrangements were made with The Great-West Life Assurance Company for the conversion, based on individual Member releases of annuity benefits purchased to August 31, 1973, with the funds being "rolled over" into the investment accounts over a period of years.

Each active Member of the Plan had a Money Purchase Component Account established for them, consisting of:

The greater of

- an amount equal to the Member's contributions made under Policy No. 7472GP, with interest credited at 3-3/4% per annum to August 31, 1973,

or

- if the Member had elected to invest in the Equity Fund, an amount equal to the market value of the units held to the Member's credit by The Great West Life Assurance Company on August 31, 1973.

Plus

- An amount equal to the University's contributions made on behalf of the Member under Policy No. 7472GP, with interest credited at 3-3/4% per annum to August 31, 1973.

Furthermore, each Member received credit for the Pensionable Service for the period that the Member had made the required contributions under the Plan prior to September 1, 1973.

- Additionally, if a Member had made voluntary contributions under Policy No. 7472GP, the Member's Money Purchase Component Account was credited with an amount equal to the greater of:

  - the total of the Member's voluntary contributions with interest at 3-3/4% per annum to August 31, 1973, or
if the Member's voluntary contributions were invested in equities, the market value of the equity units held to the Member's credit by The Great-West Life Assurance Company as at August 31, 1973.

On and after September 1, 1973, Member's required contributions to the Plan together with matching contributions made by the University will be credited to the Member's Money Purchase Component Account. Each Member who elects to make additional voluntary contributions, special lump sum voluntary contributions or has special amounts transferred to the Member's credit as permitted in Section 4.03 hereof, shall be credited with such amount in a separate account that shall receive Credited Interest each year.

At retirement, the Member's Money Purchase Component Account was to be used to provide a variable annuity, fluctuating annually based on the investment results of the Fund, subject to a minimum guaranteed benefit based on:

- 1.75% of his average Earnings during his 5 consecutive years of highest Earnings with the University, multiplied by his years of Pensionable Service,
- less 1/35th of his Canada Pension Plan benefit for each year of contributory Service (maximum 35 years).

The minimum guaranteed benefit was to be adjusted annually after retirement to reflect increases in the Consumer Price Index to a maximum of 2% per annum cumulative from retirement.

Each year the University contributed an amount sufficient to fund the cost of the supplementary benefit, deposited under the Minimum Guarantee Fund.

3. Effective July 1, 1975, the Plan Year was changed to July 1st of each calendar year. The two previous Plan Years were the periods from September 1, 1973 to August 31, 1974 and from September 1, 1974 to June 30, 1975.

4. Effective June 30, 1981, the New Money Deposit Administration Contract issued by The Great-West Life Assurance Company was terminated and the balance of the fund was transferred to a trust fund established effective July 1, 1981. All contributions on and after that date were to be deposited therein.

5. Effective July 1, 1982 any Member who retired on or after September 1, 1973 but prior to July 1, 1982, was entitled to a supplementary monthly pension, equal to the excess, if any, of:

(a) the monthly pension that the Member was entitled to at retirement, increased by 50% of the percentage increase in the Consumer Price Index for the period from the Member's retirement date to June 30, 1982, over

(b) the monthly pension payable to the Member effective from July 1, 1982.

The above pension benefit was a fixed amount and would not vary depending upon fund experience or changes in the Consumer Price Index.

6. Effective January 1, 1988, the Plan was amended and restated to conform to the revised Pension Benefits Act, Chapter 35, Statutes of Ontario 1987, and its associated Regulations.
7. Effective April 10, 1990, the Plan was amended to change the minimum guaranteed benefit formula to:

- 1.3% of average Earnings during the 5 consecutive years of highest Earnings up to the average Year's Maximum Pensionable Earnings (as defined under the Canada Pension Plan) plus
- 1.9% of his average Earnings in excess of the average Year's Maximum Pensionable Earnings.

multiplied by years of Pensionable Service.

The above minimum guaranteed benefit was to be adjusted annually after retirement to reflect increases in the Consumer Price Index to a maximum of 3% per annum cumulative from retirement.

8. Effective January 1, 1992, the Plan was amended and restated to conform to the revised Income Tax Act and the Regulations.

9. Effective January 1, 1993, the Plan was amended and restated to incorporate all amendments made prior to January 1, 1993 and Revenue Canada legislation effective January 1, 1992.

10. On December 15, 1993, the plan was amended retroactive to January 1, 1992, to amend the maximum benefit section to comply with the legislative requirements.

11. Effective January 1, 1994, the Plan was amended to provide a special early retirement benefit for Members who elected to retire on July 1, 1994, if:

- as of June 30, 1994, the Member was age 55 or older, and the sum of the Member's age plus continuous Service was greater than or equal to 80, and
- the application to retire was made prior to February 15, 1994.

The special early retirement benefit was calculated in accordance with Sections 7.01 and 7.02, except that the early retirement reduction factors would not apply to the supplementary pension in Section 7.02(b).

12. Effective December 19, 1995, the Plan was amended to provide a special early retirement benefit for a Member who:

- as of July 1, 1996, was age 60 or more, but less than age 65, and had elected to retire on July 1, 1996 or January 1, 1997; or
- as of July 1, 1996, was age 59, and had elected to retire on July 1, 1997 or January 1, 1998, and
- made the application to retire during the period of February 1, 1996 to February 29, 1996.

The Member was entitled to receive a pension calculated in accordance with Sections 7.01 and 7.02, except that the early retirement reduction factors would not apply to the
supplementary pension in Section 7.02(b). The minimum guaranteed component outlined in Section 7.01(b) was increased to 2% of the average Best Years' Earnings, calculated over a 3-year period.

The Member was also entitled to a bridging benefit, payable from the early retirement date to the first of the month following attainment of age 65. The bridging benefit was added to the minimum guaranteed benefit and would not be subject to any inflation adjustments. The annual amount of the bridging benefit was calculated as follows:

- 1/35 of 25% of the average of the Year's Maximum Pensionable Earnings, or Best Years' Earnings, if less, for the 3 years immediately preceding retirement, multiplied by years of Pensionable Service (maximum 35 years).

This special early retirement benefit was not available to any Member receiving Long Term Disability Insurance Benefits or on an unpaid leave of absence of one year duration or more.

13. On December 2, 1996, the plan was amended retroactive to January 1, 1992, to amend the plan to comply with the legislative requirements.

14. Effective July 1, 1996, the Plan was amended to increase the minimum guaranteed benefit formula to:

- 1.37% (previously 1.3%) of average Earnings during the 5 consecutive years of highest Earnings up to the average Year's Maximum Pensionable Earnings (as defined under the Canada Pension Plan) plus

- 2.0% (previously 1.9%) of his average Earnings in excess of the average Year's Maximum Pensionable Earnings,

multiplied by years of Pensionable Service.

The above minimum guaranteed benefit was to be adjusted annually after retirement to reflect increases in the Consumer Price Index to a maximum of 4% (previously 3%) per annum cumulative from retirement.

15. Effective July 1, 1999, the Plan was amended and restated retroactively:

- to incorporate all previous amendments,

- to increase the contribution rate to 7% of the Member's Earnings from:
  - 4.5% of Member's Earnings to the Year's Maximum Pensionable Earnings; and
  - 6% of Member's Earnings in excess of the Year's Maximum Pensionable Earnings.

- to provide a partial contribution holiday for all Members to the earlier of June 30, 2001, or when the plan surplus is depleted,

- to clarify that portability is available at retirement, and

- to add provisions for the same sex Spouse.
16. Effective January 1, 2003, the Plan was amended to:

- clarify earnings and service for part-time employees,
- include provisions for past service purchases,
- include associated employers under the Plan as designated by the University,
- allow Members under the age of 30 to suspend membership in the Plan until the age of 30,
- clarify the adjustment applicable to the variable pension,
- clarify the minimum CCRA early retirement reduction provision,
- clarify death benefit payable to beneficiary,
- clarify the maximum pension calculation, and
- clarify small pension cash-out rules.

17. Effective July 1, 2003, the Plan was amended to change the Plan Year to the calendar year.

18. Effective January 1, 2005, the Plan was amended to revise the adjustment applicable to the variable pension during the first four years of retirement.

19. Effective July 1, 2005, the Plan was amended to:

- clarify the leave of absence provision with respect to the University-approved special voluntary exit plan; and
- add a new phased-in retirement option for Members who meet specified criteria.

20. Effective December 12, 2006, the Plan was amended to comply with the statutory elimination of mandatory retirement.

21. Effective January 1, 2007, the Plan text was restated to consolidate all amendments made since the prior restatement effective July 1, 1999.

22. Effective January 1, 2007, the restated Plan text was amended to remove a provision denying a minimum guaranteed benefit to a Member with less than two years of Plan Membership prior to the Member's early retirement.

23. Effective September 1, 2008, the Plan was amended to allow a subsidiary or associated employer to provide that its Employees shall no longer be eligible to join the Plan.

24. The restated Plan text was amended to clarify that the Best Years' Earnings, Highest Average Indexed Compensation and Pensionable Service of an individual Member employed by the Waterloo Lutheran Seminary shall be frozen effective June 30, 2014, while Service with the Waterloo Lutheran Seminary shall continue until such Member terminates membership in accordance with the terms of the Plan.
25. Effective July 1, 2012, the restated Plan text was amended to provide that Members shall contribute 7.5% of Earnings up the YMPE and 9.0% of Earnings above the YMPE. However, the change in contribution rate became effective on November 1, 2012, for Members represented by United Food & Commercial Workers Canada, Local 175 ("UFCW Local 175").

26. Effective July 1, 2012, the restated Plan text was amended to provide for immediate vesting and update the small benefits unlocking rule in light of amendments to the Pension Benefits Act.

27. The restated Plan text was further amended to provide that the early retirement reduction to the Minimum Guaranteed Benefit in respect of Pensionable Service on and after January 1, 2013 shall be amended to 5/12 of 1% for each month the Early Retirement Date precedes age 60 and 1/4 of 1% for each month between the Member’s sixtieth (60th) birthday or, if later, the Early Retirement Date and the Normal Retirement Date.

28. The restated Plan text was further amended to provide that the annual adjustment to compensate for changes in the cost of living in respect of Pensionable Service on and after January 1, 2013 shall be amended to 50% of the cost of living as measured by the Consumer Price Index for all Canada, or any similar index issued by Statistics Canada in place thereof, to a maximum of 4% per year.

29. Effective July 1, 2012, the Plan text is restated to consolidate all amendments made since the prior restatement effective January 1, 2007.

30. Effective July 1, 2014, the Plan text is amended to:

   - For certain classes of Members hired on or after July 1, 2014, remove the provision which allowed Employees who are under age 30 to postpone enrollment in the Plan until age 30.

31. Effective January 1, 2015, the Plan text is amended to:

   - Increase the Member contribution rate for certain classes of Members.

32. Effective July 1, 2015, the Plan text is amended to increase the Member contribution rate for certain classes of Members.

33. Effective August 1, 2015, the Plan text is amended to close the Plan to UFCW employees who are hired on or after August 1, 2015 or who are not Plan Members by October 1, 2016.

34. Effective January 1, 2016, the Plan text is amended to increase the Member contribution rate for certain classes of Members.

35. Effective July 1, 2016, Employees who are members of the Facilitates Operations Group or CUPE shall no longer be allowed to defer enrollment in the Plan to attainment of age 30.

36. Effective January 1, 2017 and July 1, 2017, the Plan text is amended to increase the Member contribution rate for certain classes of Members.

37. Effective January 1, 2017, the Plan is amended and restated to incorporate all amendments
to date, and to delete historical provisions which no longer apply to any active Members and to reflect administrative practice.
SECTION 1- DEFINITIONS

The following words and phrases shall, for purposes of this Plan, have the respective meanings given below, unless the context clearly requires a different meaning:

1.01 "Act" shall mean the Pension Benefits Act, Revised Statutes of Ontario 1990, Chapter P.8 and any future legislation, amending, supplementing or replacing it, and including any Regulations issued pursuant to it.

1.02 "Actuarial Equivalent" shall mean an actuarially equal value computed at the rate of interest and using the actuarial tables in force for Plan purposes at the relevant time on the advice of the Actuary, and in accordance with the Act.

1.03 "Actuary" shall mean the actuary or firm of actuaries retained by, but independent of, the University for purposes of the Plan, who is, or one of whose employees is, a Fellow of the Canadian Institute of Actuaries.

1.04 "Applicable Legislation" shall mean the laws and regulations with which the Plan must comply, including the provisions of the Income Tax Act and its Regulations, the provisions of the Pension Benefits Act (Ontario) and its Regulations, the policies of the Canada Revenue Agency, and the policies of the Financial Services Commission of Ontario.

1.05 "Board" or "Board of Governors" shall mean the Board of Governors of Wilfrid Laurier University.

1.06 "Credited Interest" shall mean the share of Fund earnings net of investment and other expenses, credited to a Member's Money Purchase Component Account, and to voluntary contributions, if any, compounded annually from the first day of the month following the month in which the contribution was made to the first day of the month in which a determination is made, whether by reason of termination of employment, retirement, death or a subsequent payment of benefits; and shall include both of:

"Fund Interest" which shall be credited only to accounts of those individuals who have been Members for the full Plan Year, and shall mean interest at a rate calculated by the Actuary as of the close of each Plan Year for crediting to each Member's Money Purchase Component Account and to voluntary contributions, if any, including contributions made during the year, with respect to the Fund earnings (interest and dividends, and capital gains and/or losses, both realized and unrealized, net of investment and other expenses) during the year for which such rate is calculated; and

"Fixed Interest" which shall be credited only to the account of those individuals who are not Members for the full Plan Year, and shall mean interest at a rate established from time to time by the Pension Board in consultation with the Actuary, for use in crediting a Member's Money Purchase Component Account and voluntary contributions, if any, from the date of entry into the Plan to the close of that Plan Year and/or from the commencement of the Plan Year to the first day of the month in which the Member's
termination, death or a subsequent payment of benefits occurs.

1.07 “Earnings” shall mean the “Reference Salary” where Reference Salary, which shall be determined by the University and subject to approval of the Canada Revenue Agency, is the salary rate of an Employee excluding overtime, special supplements and other similar supplementary payments such as stipends and/or payments for overload teaching. The salary of an Employee employed for less than a year shall be prorated on the basis of his/her Reference Salary. Earnings shall be zero for Members employed by the Waterloo Lutheran Seminary after June 30, 2014. The salary of an Employee who is on an approved leave shall be pro-rated on the basis of his/her Reference Salary; and

“Best Years’ Earnings” shall mean the average of the Employee’s Earnings during the five (5) Plan Years of the highest Earnings from the University. In the case of an Employee with less than 5 years’ Service in all, shall mean the average of the Employee’s Earnings during the total period of Service with the University. For the purpose of calculating Best Years’ Earnings, Earnings during University-granted leaves of absence with partial pay or with no pay, or during University-approved periods of reduced service, will be deemed to have been at the normal annual rate of Earnings. Also for the purpose of calculating Best Years’ Earnings for a part-time Employee, the salary of a part-time Employee shall be annualized on the basis of the number of hours actually worked divided by 1,820 hours.

1.08 “Effective Date” shall mean September 1, 1962.

1.09 “Employee” means a person who is regularly employed in the Service of the University, either

(a) on a full-time basis; or
(b) on a part-time basis having two consecutive calendar years in which Earnings have been at least 35% of the Years Maximum Pensionable Earnings or in which 700 hours of work have been completed.

Notwithstanding the foregoing, Appendix A sets out classes of employees who are not eligible to join the Plan.

1.10 “Fund” shall mean the fund established pursuant to the terms of the Plan and the Funding Agreement to which shall be credited all contributions made by the Employees and the University on their behalf, pursuant to the terms of the Plan.

For accounting purposes, the fund shall be comprised of the Member’s Money Purchase Component Accounts for the accumulation of basic benefits, a Minimum Guarantee Fund for the provision of supplementary benefits up to the guaranteed levels, and such other accounts as the University may authorize from time to time as appropriate for the administration of the Plan.

“Funding Agency” shall mean the insurance company or trust company or any successor insurance or trust company as the University may appoint from time to time to administer the Fund.

“Funding Agreement” shall mean the agreement or agreements entered into between the University and the Funding Agency governing the administration of the Fund.
"Investment Counsel" shall mean the person or company who may be appointed from time to time by the University to be responsible for the investment of the Fund.

1.11 "Highest Average Indexed Compensation" shall mean the Member's average of the best three complete years of indexed compensation where indexed compensation for any year is the compensation for the year adjusted to reflect increases in the average wage after the year or after 1986, if later.

1.12 "Income Tax Act" shall mean the Canadian Income Tax Act and the Regulations thereto.

1.13 "Member" shall mean a Member of the Plan and includes all Employees who have joined the Plan and are eligible to receive benefits or are receiving benefits under the terms of the Plan.

1.14 "Minimum Guarantee Fund" shall mean the fund established as a part of the Fund by University contributions in accordance with Section 4.04 hereof for the provision of supplementary benefits as required by Sections 7.01(b), 7.02(b) and 7.03(b), if any.

1.15 "Money Purchase Component Account" shall mean the account used to record the Member's required contributions and the University's matching contributions to the Plan on and after September 1, 1973 plus interest credited in accordance with paragraph 1.06.

1.16 "Pension Adjustment" shall be as defined in Subsection 147.1(8) and 147.1(9) of the Income Tax Act.

1.17 "Pensionable Service" shall mean that portion of the Employee's period of Service for which benefits are accrued under the plan in accordance with Section 4.01 or 5.01 hereof. For part-time Employees, Pensionable Service shall be determined by dividing the actual number of hours worked in a year by 1,820 rounded to three decimal places. Pensionable Service shall not accrue for Members employed by the Waterloo Lutheran Seminary after June 30, 2014.

An Employee on a University-approved leave of absence with part pay or with no pay, or on a period of reduced service, shall receive:

(a) Full credit for Pensionable Service if, during such period, the Employee elects to make the full contributions required by Section 4.01 based on the Employee's normal Earnings, or

(b) A reduced period of Pensionable Service if contributions are at a lower rate, calculated by multiplying such period by a fraction where:
   - the numerator is the required contributions actually made during such period, and
   - the denominator is the required contributions which would have been made during such period based on the normal rate of Earnings.

(c) Full credit for Pensionable Service in respect of the period during which the Employee participates in the University-approved special voluntary exit plan (SVEP), whether the Employee elects to make contributions based on his normal Earnings or actual Earnings during such period.
(d) If the Employee participates in the University-approved phased-in retirement option (PIRO), as outlined in the applicable collective agreements, and makes contributions during such period based on his normal Earnings, he shall receive full credit for Pensionable Service during such period. If the Employee participates in the PIRO and makes contributions based on his actual earnings, the Pensionable Service during such period will be prorated as determined in paragraph (b) above.

Pensionable Service shall also include periods of Service granted to the Employee in accordance with the terms of any reciprocal transfer agreement.

Pensionable Service shall also include periods of service with a previous employer after December 31, 1991, in respect of which the Employee transferred money into the Plan in accordance with Section 4.03 and for which the University is allowing the Employee to purchase past service under the Plan in respect of the Employee's service with the previous employer. Such purchase of service shall be subject to Past Service Pension Adjustments.

A Member’s Earnings during periods of unpaid leaves of absence and periods of reduced pay (as defined in the Income Tax Regulations) where Pensionable Service is credited shall include Prescribed Compensation as defined in Section 8507 of the Income Tax Regulations. The additional Pensionable Service shall not exceed the limits specified in that Regulation.

In no event will a Member be credited with more than one year of Pensionable Service in any calendar year.

1.18 "Pension Committee" shall mean the Committee appointed by the Board of Governors of the University for the purpose of administration of the Plan pursuant to Section 14 hereof.

1.19 "Plan" shall mean the Wilfrid Laurier University Pension Plan, as amended and restated at January 1, 2017, and as it may be amended from time to time hereafter.

1.20 "Plan Year" shall mean the calendar year.

1.21 "Service" shall mean:

(a) In the case of a full-time Employee, the Employee’s period of employment by the University from the Employee’s last date of appointment or employment;

(b) In the case of an eligible part-time Employee, the period for which the Employee made contributions to the Plan in accordance with Section 4.01.

1.22 "Spouse" shall mean a person who, at the relevant date of determination under this Plan,

(a) is married to the Member and is not living separate and apart from the Member, or

(b) is living with the Member in a conjugal relationship

(i) continuously for a period of not less than one (1) year, or

(ii) in a relationship of some permanence, if they are the parents of a child, as set out
in section 4 of the Children’s Law Reform Act.

1.23 “University” shall mean Wilfrid Laurier University or the Board of Governors or officers thereof acting on behalf of the Board of Governors, as the context may require. University shall also include any participating subsidiary or associated employers. Addition or deletion of a subsidiary or associated employer shall be made by Wilfrid Laurier University extending participation by a resolution of the Board of Governors and by the subsidiary or associated employer adopting the Plan by board resolution. Any reference in the Plan to any action to be taken, consent, approval or opinion to be given, discretion or decision to be exercised or made shall refer only to Wilfrid Laurier University.

1.24 “Year's Maximum Pensionable Earnings” ("YMPE") shall have the meaning given to those words by the Canada Pension Plan Act.

1.25 “Year's Maximum Earnings” shall mean the average of the YMPE for the five (5) Plan years of highest Earnings from the University prior to the Member's normal retirement date. In the case of an Employee with less than 5 years' Service in all, shall mean the average of the Year's Maximum Pensionable Earnings during the total period of Service with the University.

Words importing the singular number shall include the plural and vice versa; and words importing one gender shall extend to and include the other gender and vice versa.
SECTION 2- ELIGIBILITY

2.01 Each Member of the Pension Plan as of December 31, 2016 shall continue as a Member of the restated Plan on January 1, 2017, subject to the provisions of Section 7, Section 9 and Section 10 hereof.

2.02 Subject to Appendix A, each other Employee of the University will be eligible to become a Member of the Plan on the first of the month coincident with or next following:

(a) In the case of a full-time Employee, the date of the Employee’s commencement of Service with the University; and

(b) In the case of a part-time Employee, the date of completion of eligibility requirements under the definition of Employee in Section 1.09. For greater certainty, an Employee who is employed on a part-time basis is not required to have completed 24 months of Service to become a Member upon satisfying the requirements in Section 1.09.

2.03 Subject to Appendix A, each Employee will be required to become a Member of the Plan when first eligible, with the following exceptions:

(a) Participants in another registered plan for retirement purposes which by contract required the continuation of participation or the loss of employer’s contributions.

(b) Participants in the Lutheran Church in America plan, or any successor plan.

(c) Any Employee under the age of 30.

(d) Any part-time Employee.

Notwithstanding the foregoing, paragraph (c) shall only apply to an Employee, except for WLUFA, CAS, CUPE and the Facilities Operations Group, who is hired before July 1, 2014. Paragraph (c) shall only apply to an Employee of WLUFA and CAS who is hired before July 1, 2015. Paragraph (c) shall only apply to an Employee of CUPE and the Facilities Operations Group who is hired before July 1, 2016.

The University shall have the sole discretion to determine whether an Employee is employed in an applicable class of employment

2.04 A Member who has terminated employment for any reason and who subsequently re-employs by the University, the Member will be treated as a new Employee for purposes of the Plan. If the Member’s former Money Purchase Component Account remains active, the University may, in its discretion, credit the Member with the Credited Service represented by such contributions.

2.05 The University and a subsidiary or associated employer who participates in the Plan pursuant to Section 1.23 may agree that an Employee of the subsidiary or associated
employer shall not be permitted to become a Member of the Plan beginning on a date specified in the agreement. The agreement shall be ratified by a resolution of the Board of Governors and by a board resolution of the subsidiary or associated employer.

2.06 (a) Notwithstanding Section 2.02 or Section 2.03, an Employee who is a member of the UFCW who is hired or re-hired on or after August 1, 2015 shall not be permitted to become a Member of the Plan.

(b) Notwithstanding Section 2.02 or Section 2.03, an Employee who is a member of the UFCW who was hired prior to August 1, 2015 and who has satisfied the eligibility criteria to join the Plan as at August 1, 2015 but has not yet elected to join the Plan, shall be given a one-time option to make an irrevocable election to join the Plan prior to October 1, 2016. For greater certainty if such an Employee fails to make an election to join the Plan prior to October 1, 2016, the Employee shall not become a Member of the Plan.

(c) Notwithstanding Section 2.02 or Section 2.03, an Employee who is a member of the UFCW who was hired prior to August 1, 2015 and who has not satisfied the eligibility criteria to join the Plan by August 1, 2016, shall not be permitted to join the Plan.
SECTION 3- PARTICIPATION

3.01 To participate in the Plan, each eligible Employee will be required to sign and deliver to the University such enrollment forms as the University may require for this purpose, including authorization to make the deduction of required contributions from the Employee's Earnings.

3.02 Each Member of the Plan shall receive a written summary of the terms and conditions of the Plan and of amendments thereto, which are applicable to the Member, together with an explanation of the Member's rights and duties with respect thereto.

3.03 A Member of the Plan shall not be entitled to withdraw from participation in the Plan while such Member remains in the employ of the University, except by election to commence pension payments at or after the Member's Normal Retirement Date.

No Member shall be permitted to withdraw all or any part of the required and/or additional voluntary contributions while a Member of the Plan.

3.04 The Service of a Member employed by the Waterloo Lutheran Seminary after June 30, 2014 shall continue until such Member terminates membership in accordance with the terms of the Plan.
SECTION 4- CONTRIBUTIONS

4.01 Required Contributions

(a) Subject to paragraph (b) and (c) and Section 4.05, with the exception of CUPE and the Facilities Operations Group, each Employee who is a Member will be required to contribute, each year on and after January 1, 2016, by payroll deduction, an amount equal to 8.0% of Earnings up to the YMPE and 10.0% of Earnings above the YMPE.

(b) Members employed in CUPE and the Facilities Operations Group are excluded from the contribution rates set out in paragraph (a) from the effective dates noted below and shall contribute in accordance with the following table:

<table>
<thead>
<tr>
<th>Type of Member</th>
<th>Effective Date</th>
<th>Contribution Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Operations Group</td>
<td>January 1, 2017</td>
<td>8% of Earnings up to the YMPE and 9.5% of Earnings above the YMPE</td>
</tr>
<tr>
<td>Facilities Operations Group</td>
<td>July 1, 2017</td>
<td>8% of Earnings up to the YMPE and 10% of Earnings above the YMPE</td>
</tr>
<tr>
<td>CUPE</td>
<td>January 1, 2017</td>
<td>8% of Earnings up to the YMPE and 9.5% of Earnings above the YMPE</td>
</tr>
<tr>
<td>CUPE</td>
<td>July 1, 2017</td>
<td>8% of Earnings up to the YMPE and 10% of Earnings above the YMPE</td>
</tr>
</tbody>
</table>
The University shall have the sole discretion to determine whether an Employee is employed in an applicable class of employment.

(c) Notwithstanding the foregoing, a Member who, by reason of disability, is in receipt of salary continuance benefits under an insured plan contributed to or sponsored by the University shall not be required to contribute during such period of absence. The Member's required contributions together with the corresponding contributions by the University shall be contributed entirely by the University. The contributions shall be based upon the Member's Earnings at the time of disability.

(d) "Disability" for the purpose of the above paragraph and the Plan shall mean a physical or mental impairment that prevents the Member from performing the duties of employment in which the individual was engaged before the commencement of the impairment, as certified by a medical doctor licensed to practice under the laws of the province or of the place where the Member resides.

(e) A Member of the Plan who is on a University-approved leave of absence with reduced pay or with no pay, or on a period of reduced service, may:

(i) elect to make the contributions required by the Plan according to the Member's normal Earnings during such period in order to receive credit for Pensionable Service for such period;

(ii) provided the Member is not participating in the University-approved special voluntary exit plan, elect to make the contributions required by the Plan according to the Member's actual Earnings during such period, in which event the Member will receive prorated Pensionable Service as determined under part (b) of Section 1.17;

(iii) in respect of a Member who is participating in the University-approved special voluntary exit plan, elect to make the contributions required by the Plan according to the Member's actual Earnings during such period, in which event the Member will receive full credit for Pensionable Service as determined under part (c) of Section 1.17; or

(iv) elect to make no required contributions, in which case the Member will receive no credit for Pensionable Service during such period.

(f) Each Member's required contributions will be credited to the Member's Money Purchase Component Account.

4.02 Additional Voluntary Contributions

Each Member may elect to make additional voluntary contributions for the purpose of increasing the pension benefits. Such contributions will accumulate with Credited Interest and will be used at retirement to provide such additional amount of pension as may be provided based on the actuarial tables in force for Plan purposes at that time. Such additional voluntary contributions will be permitted up to the maximum amounts allowable under the Income Tax Act from time to time as a deduction in computing taxable income.

Additional voluntary contributions will not be matched by University contributions nor will
such contributions increase the Member's Pensionable Service in any way.

Notwithstanding the above, a Member employed by the Waterloo Lutheran Seminary shall not be permitted to make additional voluntary contributions after June 30, 2014.

4.03 Special Lump Sum Voluntary Contributions

A Member may deposit a special lump sum voluntary contribution equal to:

(a) All or any portion of the amount the Member is entitled to receive on a non-locked-in basis, or has received as a cash refund from a tax-exempt plan for pension purposes. Such deposit must be made within the period set forth in the Income Tax Act for the allowance of such deposit as a deduction from taxable income for that year.

(b) An amount the Member is entitled to receive on a locked-in basis, such as the transfer of the Member’s equity in the pension plan of a former employer, for the provision of pension benefits at retirement. The University may enter into agreements guaranteeing the "locking in" of such transferred amounts, if appropriate, for the provision of pension benefits.

All such special lump sum voluntary contributions will be held to the Member’s credit and accumulated with Credited Interest until retirement. At retirement such amount will be used to provide an additional amount of pension based on the actuarial tables in force for Plan purposes at that time.

Notwithstanding the above, a Member employed by the Waterloo Lutheran Seminary shall not be permitted to make special lump sum voluntary contributions after June 30, 2014.

4.04 Contributions by the University

The University shall contribute an amount equal to the total of the required contributions of Members of the Plan up to an overall limit of 7.0% of Members' Earnings during each month of the year, and shall in addition contribute such amount as is certified by the Actuary as appropriate to make provision for the funding of benefits to be provided from the Minimum Guarantee Fund. All contributions made by the University shall comply with the requirements of the Applicable Legislation. In no event will the University make any contribution to the Minimum Guarantee Fund which is not an "eligible contribution" under the Income Tax Act. If required by actuarial certificate, the University's contribution will be increased to meet the requirements of the Pension Benefits Act regarding any special payments which may arise in the operation of the Plan.

An amount sufficient to match the required contributions of each Member during the year up to an overall limit of 7.0% of the Member’s Earnings will be credited to the individual Member's Money Purchase Component Account and the balance of the University’s contribution will be credited to the Minimum Guarantee Fund, or such other account as may be deemed appropriate.

The Waterloo Lutheran Seminary shall continue to contribute such amount as is certified by the Actuary as appropriate to make provision for the funding of benefits to be provided from the Minimum Guarantee Fund in respect of the Members employed by the Waterloo Lutheran Seminary until all of such benefits payable from the Plan have been paid.
4.05 **Maximum Member Contributions**

The aggregate of a Member’s contributions and the University contributions made to the Money Purchase Component Account and the Member’s Additional Voluntary Contributions, if any, shall not exceed the lesser of 18% of the Member’s compensation from the University and the money purchase limit (as defined in the Income Tax Act) for the year.

4.06 **Maximum Pension Adjustment**

For each calendar year after 1990, the Member’s Pension Adjustment will not be permitted to exceed the lesser of:

(a) 18% of the Member's compensation from the Employer for the year, and

(b) the maximum dollar limit defined in the Income Tax Act,

and where necessary, benefits will be reduced accordingly. In the event that total contributions on behalf of any Member exceed the maximum Pension Adjustment in a year, the excess contributions shall be refunded to the contributor.

4.07 **Allocation of Earnings**

The earnings of the Plan to the extent they are not reasonably attributable to forfeited amounts or a surplus, are to be allocated to Plan Members on a reasonable basis and not less frequently than annually.
SECTION 5 - RECIPROCAL TRANSFER AGREEMENTS

5.01 Reciprocal transfer agreements shall not be permitted.
SECTION 6- RETIREMENT DATES

6.01 Normal Retirement Date
Normal Retirement Date will be the first day of the month coincident with or next following the Member’s 65th birthday.

6.02 Early Retirement Date
A Member may retire on the first day of any month within 10 years of the Normal Retirement Date.

For a Member who is in receipt of benefits under any insured plan contributed to or sponsored by the University, for the provision of continued income in the event of illness or disability, shall not be eligible to receive retirement benefits under this Plan until such other benefits have terminated, or the Member has attained Normal Retirement Date.

6.03 Postponed Retirement Date
A Member may remain in the Service of the University following the Member’s Normal Retirement Date. In no event may the commencement of such Member’s pension be postponed later than the end of the calendar year in which the Member attains age 71, or such later date as may be permitted under the Income Tax Act.

A Member who remains in the Service of the University following Normal Retirement Date will be required,

EITHER (a) to elect to commence pension payments in accordance with Section 7, in which event the Member will not be required or allowed to make further contributions to the Plan nor will such period of Service count as Pensionable Service for the calculation of retirement benefits;

OR (b) to elect to continue to make contributions to the Plan in accordance with Section 4, in which event such period of Service for which contributions are made will count as Pensionable Service for the calculation of retirement benefits at the Postponed Retirement Date.

The Member may choose to make additional voluntary contributions to the Plan, subject to the requirements of Section 4.02 hereof, but such contributions will not be matched by University contributions.
7.01 At Normal Retirement Date

At the Member’s Normal Retirement Date, a Member who retires from active Service with the University, or elects to commence pension payments in accordance with Section 6.03, shall be entitled to receive the following:

(a) Variable Pension

The amount of variable pension that can be provided from the total balance of the Member’s Money Purchase Component Account, based on the actuarial tables in force for Plan purposes at that time. Such basic pension will be in the form of equal monthly installments, payable during the lifetime of the Member, and will be adjusted at the beginning of each Plan Year to take into account the average rate of Fund Interest for the preceding four years. For retirees who have been retired for less than four years, the averaging period will be based on the number of full years since retirement.

(b) Supplementary Pension

In addition, the Member shall be entitled to receive a supplementary pension from the Minimum Guarantee Fund as may be required to provide a total pension during each Plan Year equal to the Member’s minimum guaranteed benefit for that year.

The amount of the minimum guaranteed benefit, payable at the Member’s Normal Retirement Date, will be equal to the sum of:

(i) 1.37% of Best Years’ Earnings up to the Year’s Maximum Earnings, and

(ii) 2.0% of Best Years’ Earnings in excess of the Year’s Maximum Earnings, multiplied by the Member’s years of Pensionable Service.

Subject to the following paragraph, the above amount will be adjusted annually to compensate for changes in the cost of living as measured by the Consumer Price Index for all Canada, or any similar index issued by Statistics Canada in place thereof, to a maximum of 4% per year, cumulative from retirement.

In respect of Pensionable Service on and after January 1, 2013, the above amount will be adjusted annually to compensate for 50% of the changes in the cost of living as measured by the Consumer Price Index for all Canada, or any similar index issued by Statistics Canada in place thereof, to a maximum of 4% per year.

The supplementary pension shall be equal to the minimum guaranteed benefit less the amount of the variable pension.
7.02 **At Early Retirement Date**

A Member who retires from active Service with the University at the Member's Early Retirement Date, shall be entitled to receive the following:

(a) **Variable Pension**

The amount of variable pension that can be provided from the total balance of the Member's Money Purchase Component Account, based on the actuarial tables in force for Plan purposes at that time. Such basic pension will be in the form of equal monthly installments, payable during the lifetime of the Member, and will be adjusted at the beginning of each Plan Year to take into account the average rate of Fund Interest for the preceding four years. For retirees who have been retired for less than four years, the averaging period will be based on the number of full years since retirement.

(b) **Supplementary Pension.**

In addition, the Member shall be entitled to receive a supplementary pension from the Minimum Guarantee Fund as may be required to provide a total pension during each Plan Year equal to the Member's minimum guaranteed benefit for that year.

The amount of the Minimum Guaranteed Benefit, payable at the Member's Early Retirement Date will be an amount calculated as at the Member's Normal Retirement Date in accordance with Section 7.01(b), but based on Earnings, Pensionable Service and Year's Maximum Earnings at the Member's Early Retirement Date. Subject to the following paragraph, this amount shall be reduced by:

- 5/24ths of 1% for each month between the Early Retirement Date and the Normal Retirement Date if the Early Retirement Date is before the Member's sixtieth (60th) birthday, or
- 3/24ths of 1% for each month between the Early Retirement Date and the Normal Retirement Date if the Early Retirement Date is after the Member's sixtieth (60th) birthday.

In respect of Pensionable Service on and after January 1, 2013, this amount shall be reduced by:

- 5/12ths of 1% for each month the Early Retirement Date precedes the Member's sixtieth (60th) birthday, and
- 1/4th of 1% for each month between the Member's sixtieth (60th) birthday or, if later, the Early Retirement Date and the Normal Retirement Date.

Subject to the following paragraph, the above amount will be adjusted annually to compensate for changes in the cost of living as measured by the Consumer Price Index for all Canada, or any similar index issued by Statistics Canada in place thereof, to a maximum of 4% per year, cumulative from retirement.

In respect of Pensionable Service on and after January 1, 2013, the above amount will be
adjusted annually to compensate for 50% of the changes in the cost of living as measured by the Consumer Price Index for all Canada, or any similar index issued by Statistics Canada in place thereof, to a maximum of 4% per year.

The supplementary pension shall be equal to the minimum guaranteed benefit less the amount of the variable pension. The Actuarial Equivalent Value of the early retirement pension shall not be less than the Actuarial Equivalent Value of the pension payable from the Normal Retirement Date.

Notwithstanding the foregoing paragraphs of this Section 7.02(b), where a Member commences pension payments prior to a date that is the earliest of:

(i) the date the Member would attain age 60,
(ii) the date the Member would complete 30 years of Service had Service not ceased, or
(iii) the date the Member's age plus years of Service would have totaled 80, had Service not ceased, the Income Tax Act Regulations require that the reduction to the pension as calculated above cannot be less than 1/4 percent for each month (3% per year) that the pension commencement date precedes such date.

The preceding paragraph is for compliance with the Income Tax Act Regulations and is not intended to improve benefits outlined in any of the early retirement provisions outlined in Section 7.

7.03 At Postponed Retirement Date

A Member who retires from active Service with the University at the Member's Postponed Retirement Date, in accordance with Section 6.03(b), shall be entitled to receive the following:

(a) **Variable Pension**

The amount of variable pension that can be provided from the total balance of the Member's Money Purchase Component Account, based on the actuarial tables in force for Plan purposes at that time. Such basic pension will be in the form of equal monthly installments, payable during the lifetime of the Member, and will be adjusted at the beginning of each Plan Year to take into account the average rate of Fund Interest for the preceding four years. For retirees who have been retired for less than four years, the averaging period will be based on the number of full years since retirement.

(b) **Supplementary Pension**

In addition, the Member shall be entitled to receive a supplementary pension from the Minimum Guarantee Fund as may be required to provide a total pension during each Plan Year equal to the Member's minimum guaranteed benefit for that year.

The amount of the Minimum Guaranteed Benefit, payable at the Member's Postponed Retirement Date will be an amount calculated as at the Member's Normal Retirement Date in accordance with Section 7.01(b), but based on Earnings.
Pensionable Service and Year’s Maximum Earnings at the Member’s Postponed Retirement Date. Subject to the following paragraph, the above amount will be adjusted annually to compensate for changes in the cost of living as measured by the Consumer Price Index for all Canada, or any similar index issued by Statistics Canada in place thereof, to a maximum of 4% per year, cumulative from retirement.

In respect of Pensionable Service on and after January 1, 2013, the above amount will be adjusted annually to compensate for 50% of the changes in the cost of living as measured by the Consumer Price Index for all Canada, or any similar index issued by Statistics Canada in place thereof, to a maximum of 4% per year.

The supplementary pension shall be equal to the minimum guaranteed benefit less the amount of the variable pension.

7.04 Maximum Benefits

With respect to death, retirement, termination of employment or termination of the Plan, the minimum guaranteed pension payable in the year of pension commencement shall not exceed the lesser of:

(a) 2% of the Member’s Highest Average Indexed Compensation times the number of years of Pensionable Service (not exceeding 35 years for Service prior to January 1, 1992), and

(b) the defined benefit limit (as defined by the Income Tax Act) times the number of years of Pensionable Service (not exceeding 35 years for Service prior to January 1, 1992).

The maximum pension described above will be reduced by 1/4% for each month that the pension commencement date precedes the earliest of the date the Member would attain age 60, the date the Member would complete 30 years of Service had Service not ceased, or the date the Member’s age plus years of Service would have totaled 80, had Service not ceased.

Notwithstanding the foregoing, in no event shall the annual amount of lifetime retirement benefits plus temporary bridge benefits payable to the Member prior to the attainment of age 65 exceed:

(i) the maximum as calculated above, plus

(ii) 1/35 of 25% of the average of the YMPE (or Earnings if less) for the 3 years immediately preceding retirement, multiplied by years of Pensionable Service, to a maximum of 35 years.

All provisions outlined in this Section 7.04 are to ensure compliance with the maximum pension provisions of the Income Tax Act and in no way are meant to provide a pension benefit in excess of the benefit defined under Section 7.

7.05 Pension Arising from Voluntary and Special Lump Sum Voluntary Contributions

At retirement (whether normal, early or postponed), each Member who has made additional voluntary or special lump sum voluntary contributions, or who transferred to the Plan the equity in the pension plan of a former employer, may elect (unless prohibited by a
valid agreement with a former employer) to receive a lump sum payment equal to the total of such contributions with Credited Interest.

Alternatively, the Member may elect (unless prohibited by a valid agreement with a former employer) to receive such amount as an additional pension, commencing on the Member's retirement date. The additional pension will be provided from the total of such contributions and the Credited Interest thereon and based on the actuarial tables in force for purposes of the Plan at the time of retirement. The additional pension will be payable during the lifetime of the Member, in the form of a variable benefit which will remain constant during the Plan Year but will be adjusted at the beginning of each Plan Year to take into account the average rate of Fund Interest for the preceding four years. For retirees who have been retired for less than four years, the averaging period will be based on the number of full years since retirement.

This additional pension will not be considered when determining the supplementary pension required to provide the Member with the minimum guaranteed benefit.

7.06 Portability
Notwithstanding the foregoing provisions of Section 7, in lieu of receiving a monthly retirement pension, a Member may elect that the commuted value of the retirement pension be transferred, on a locked-in basis, to:

(a) a prescribed registered retirement savings arrangement, or
(b) the pension fund related to another pension plan if the administrator agrees to accept the payment, or
(c) purchase a life annuity from an insurance company licensed in Canada.
SECTION 8- NORMAL AND OPTIONAL FORMS OF PENSION

8.01 Normal Form of Pension
The normal form of pension commences on the Member's retirement date and is payable in equal monthly installments during the lifetime of the Member, with payments guaranteed for 60 months. The amount of monthly payments arising from the Member's Money Purchase Component Account during each Plan Year will not vary, but will be adjusted at the beginning of each Plan Year to take into account the average rate of Fund Interest for the preceding four years. For retirees who have been retired for less than four years, the averaging period will be based on the number of full years since retirement. The amount of supplementary pension required to provide the Member with the Minimum Guaranteed Benefit for that year, if any, will be payable from the Minimum Guarantee Fund in accordance with Sections 7.01(b), 7.02(b) or 7.03(b), as appropriate. The form of benefit arising from voluntary or special lump sum voluntary contributions will be the same form of benefit as that arising from the Member's Money Purchase Component Account.

8.02 Automatic Joint and Survivor Pension
Every pension paid under the Plan to a Member who has a Spouse on the date that the first pension installment is due will be a reduced monthly pension payable during the retired Member's lifetime with 60% of such reduced amount being continued after the death of the Member during the life of the Spouse. The joint and survivor pension amount will be calculated as the amount, which has the Actuarial Equivalent value as the Normal Form of pension in Section 8.01 above.

The persons entitled to a joint and survivor pension may waive the entitlement by delivery of notice in writing in the prescribed form or by delivery of a certified copy of a domestic contract as defined in Part IV of the Family Law Act 1990 or any superseding law. The administrator must receive such notice within the period of twelve (12) months immediately preceding commencement of payment of the pension benefit.

8.03 Optional Forms of Pension
Subject to Sections 8.01 and 8.02 above a Member shall elect, by written notice received by the administrator not less than 60 days prior to retirement, one of the forms of pension benefits set forth below. Such election may be amended or canceled by written notice to the University prior to the Member's retirement date while the Member is a participant in the Plan.

The Member may elect to have the pension paid in any one of the following forms, with the amount of the monthly payment to be adjusted to the Actuarial Equivalent of the Member's normal retirement benefit, yet retaining the annual adjustment in amount of benefit provided from the Member's Money Purchase Component Account to reflect the rate of Fund Interest for the preceding four years, as determined by the Actuary, and the annual adjustment in the amount of minimum guaranteed benefit to reflect changes in the cost of
living as provided under Sections 7.01(b), 7.02(b) or 7.03(b) hereof, as appropriate:

(a) **Life Only**

An increased monthly pension which is payable for the remaining lifetime of the retired Member, ceasing upon the Member's death.

(b) **Life, Guaranteed 10 or 15 Years**

A reduced monthly benefit which is payable for the remaining lifetime of the retired Member but is guaranteed for a minimum of 120 months or 180 months, whichever is elected by the Member.

(c) **Joint and Survivor, with guarantee period**

A reduced monthly pension payable until the later of the retired Member's life or the expiry of the guarantee period chosen by the member, after which the Spouse will receive 60% of such reduced pension for the duration of the Spouse's life. The member may choose a guarantee period of either 60 months, or 120 months, or 180 months.

(d) **Joint and Survivor - up to 100%**

A reduced monthly pension payable during the retired Member's life with more than 60% but not more than 100% of such reduced amount being continued after the death of the Member during the life of the Spouse.

The University may adopt or approve other optional types of retirement benefits consistent with legislation affecting the Plan and may, in special circumstances and subject to the prior approval of the Minister of National Revenue and of government provincial regulatory bodies, permit other alternative settlements. In no event, however, may a guaranteed period of payment exceed 15 years.

8.04 **Integration with Statutory Benefits**

In conjunction with either the normal or one of the optional forms of pension benefit based on a single life, a Member who retires prior to becoming eligible to receive Old Age Security pension and Canada Pension Plan benefits may elect to receive an increased amount of pension from retirement to the date on which the Member will be so eligible (but no later than age 65), then reducing by the amount of the Old Age Security pension payable in accordance with the Old Age Security Act (R.S.C. 1952), as amended to the date of the Member's retirement and/or the Canada Pension Plan benefits to which the Member is entitled, as estimated at the Member's retirement date.

In no event will the additional amount of retirement benefit payable before age 65 be greater than the sum of the maximum Old Age Security and Canada Pension Plan benefits which would be payable if the Member were age 65.

8.05 **Application of Optional Forms to Minimum Guaranteed Benefits**

When a Member elects one of the optional forms of benefit permitted under the Plan, the amount of supplement payable to provide the minimum guaranteed benefit in accordance
with Sections 7 and 8 will be determined by the Actuary on an Actuarial Equivalent basis, that takes into account any annual or other adjustments applicable in converting the amount of benefit from the normal to the elected optional form.
SECTION 9 - BENEFITS ON TERMINATION OF SERVICE

9.01 Benefits on Termination

Subject to the provisions of Section 9.02 below, a Member who terminates employment with the University otherwise than by death or retirement, may make the following elections with respect to benefits arising from the following classes of contributions:

(a) Required Contributions

The Member may elect one of the following options with respect to the Money Purchase Component Account:

(i) To have an amount equal to the balance in the Money Purchase Component Account plus the commuted value of any supplementary pension accrued to the date of termination under Section 7.01(b) paid

(A) to the pension fund related to another pension plan if the administrator agrees to accept the payment and agrees to administer these funds in accordance with the locking in provisions of the Act, or

(B) into a locked-in prescribed registered retirement savings arrangement, or

(C) for the purchase of a life annuity that will not commence before the earliest date on which a Member would have been entitled to receive a pension under the Plan.

OR

(ii) To leave the balance to the Member's credit on deposit in the Money Purchase Component Account, and receive at retirement such amount of pension as can be provided therefrom, together with Credited Interest to that date, in accordance with the provisions of Section 7.01(a), plus any supplementary pension accrued to the date of termination in accordance with the provisions under Section 7.01(b).

(b) Additional Voluntary Contributions

A Member who prior to termination of employment had made additional voluntary contributions or who had deposited special lump sum voluntary contributions pursuant to Section 4.03(a), may elect one of the following settlements with respect to such contributions:

(i) To have an amount equal to the total of such contributions with Credited Interest
thereon paid:

(A) To the pension fund related to another pension plan if the administrator agrees to accept the payment, or

(B) To a non-locked-in retirement savings arrangement, or

(C) For the purchase of a life annuity that will not commence before the earliest date on which the Member would have been entitled to receive a pension under the Plan.

OR

(ii) To leave such contributions on deposit in the Plan, and at retirement receive the amount of pension as can be provided therefrom, with Credited Interest to that date, in accordance with the provisions of Section 7.05.

OR

(iii) To receive a lump sum payment equal to the total of the Member's additional voluntary and special lump sum voluntary contributions with Credited Interest thereon, subject to Section 9.01(c) below.

(c) Special Lump Sum Voluntary Contributions

A Member who has arranged for the transfer to the Member's credit in the Plan of an amount of special lump sum voluntary contributions pursuant to Section 4.03(b), which the University was required to agree, would be "locked in" for the provision of pension benefits at retirement, may elect one of the following options with respect to such contributions:

(i) To have such amount paid:

(A) to the pension fund related to another pension plan if the administrator agrees to accept the payment and agrees to administer these funds in accordance with the locking in provision of the Act, or

(B) to a locked-in prescribed registered retirement savings arrangement, or

(C) for the purchase of a life annuity that will not commence before the earliest date on which the Member would have been entitled to receive a pension under the Plan;

OR

(ii) To leave such contributions on deposit in the Plan for the provision at retirement of such amount of pension as can be provided therefrom, with Credited Interest thereon to that date, in accordance with the provisions of Section 7.05 hereof.
9.02 **Election to Commence Deferred Pension Prior to Normal Retirement Date**

A Member who elected to leave the balance of the Money Purchase Component in the Plan pursuant to Section 9.01(a)(ii), may elect in writing, prior to the Member’s Normal Retirement Date, to receive the amount of pension as can be provided therefrom, together with Credited Interest to that date, in accordance with the provisions of Section 7.01(a), plus any supplementary pension accrued to the date of termination in accordance with the provisions under Section 7.01(b). The amount of pension and if applicable, supplementary pension, shall be the actuarial equivalent of the amount of pension otherwise payable at the Member’s Normal Retirement Date.

9.03 **Grow-in**

Notwithstanding any other provision of the Plan, a Member whose employment is terminated involuntarily (as described in the Act) on or after July 1, 2012 and whose age plus Service equal at least fifty-five (55) at the date of termination of employment, may be entitled to additional early retirement enhancements pursuant to Section 74 of the Act and such Member’s benefits shall be adjusted accordingly.
SECTION 10- BENEFITS ON DEATH

10.01 Death Before Retirement

In the event of the Member's death while in the employ of the University but prior to retirement, or following termination of employment while contributions remain to the Member's credit in the Member's Money Purchase Component Account, death benefits shall be payable in accordance with the following settlement options:

(a) **Benefits relative to Service prior to January 1, 1987**

For pre-retirement death benefits relative to Service before January 1, 1987, a Member may elect by written notice filed with the University during the Member's lifetime or, in default of such election, the Member's Spouse may elect either:

(i) An immediate life annuity, or a deferred life annuity, either fixed or variable in accordance with Section7.01(a), with or without a guaranteed period (not exceeding 15 years). Such pension shall have an Actuarial Equivalent value to the lump sum payment described in option (ii) below. Such pension shall not commence after the later of one year after the Member's death or December 31st of the calendar year in which the Spouse attains age 71, or such later date as may be permitted under the Income Tax Act; or

(ii) A lump sum payment equal to the balance in the Member's Money Purchase Component Account at December 31, 1986 with Credited Interest to the date of death plus subsequent Credited Interest to the date of payment.

Where the death benefit is payable to the Member's non-spouse beneficiary, the settlement will only be a lump payment as described in (ii) above.

(b) **Benefits relative to Service on or after January 1, 1987**

For pre-retirement death benefits relative to Service on and after January 1, 1987, the Spouse may elect either:

(i) An immediate life annuity, or a deferred life annuity, either fixed or variable in accordance with Section7.01(a), with or without a guaranteed period (not exceeding 15 years). Such pension shall have an Actuarial Equivalent value to the lump sum payment described in option (ii) below. Such pension shall not commence after the later of one year after the Member's death or December 31st of the calendar year in which the Spouse attains age 71, or such later date as may be permitted under the Income Tax Act; or

(ii) In a lump sum equal to the excess of (A) plus (B) over (C) as follows:

(A) The balance in the Member's Money Purchase Component Account with Credited Interest to the date of death and subsequently to the date of
payment.

(B) The commuted value at the date of death of any supplementary pension accrued from January 1, 1987 to the date of death in accordance with Section 7.01(b), and with Credited Interest subsequently to the date of payment. The calculation of such supplementary pension is to assume that the date of death is the date of retirement.

(C) The balance in the Member's Money Purchase Component Account at December 31, 1986, with Credited Interest to the date of death and subsequently to the date of payment.

If the Member does not have a Spouse at date of death, or where the Spouse has waived entitlement to the post-1986 portion of the death benefit in the manner prescribed under the Act, the Member's non-spouse beneficiary may only receive the lump payment described in (b)(ii).

(c) Benefits Relative to Additional Voluntary or Special Lump Sum Voluntary Contributions

In addition, if the Member has made additional voluntary or special lump sum voluntary contributions to the Plan, including amounts transferred under special agreement with a former employer, such amount as may be on deposit to the Member's credit with Credited Interest to the date of death and subsequently to the date of payment, will be paid as an additional lump sum payment to the Member's designated beneficiary or, if none, to the Member's estate.

10.02 Death After Retirement

Upon the death of a Member following retirement, pension payment will continue or cease according to the form of pension elected at retirement, and subject to Section 8. If prior to retirement, the Member elected one of the optional forms of pension benefit provided in accordance with Section 8, the benefits payable following the Member's death will be in accordance with the provisions of the option elected. In such event, benefits will be payable to the Spouse, designated beneficiary or estate of the deceased Member, as appropriate.

10.03 Spousal Lump Sum Transfer Options

A Spouse who is entitled to a lump sum cash settlement under the Plan in respect of a pre-retirement death of a Member may direct the amount be transferred to a registered retirement savings plan, or to another registered pension plan or to a tax-exempt trust or plan designated by the Spouse, subject to the Applicable Legislation and the Income Tax Act.
SECTION 11- DESIGNATION OF BENEFICIARY

11.01 Designation of Beneficiary

A Member may, by written notice to the University during the Member’s lifetime, designate or appoint a beneficiary to whom, in the event of such notice, shall be paid any death benefits under the Plan, except with respect to benefits payable under the joint and survivor option to the Spouse or pre-retirement death benefits that are required to be paid to the Spouse pursuant to the requirements of the Act. Provided there is no legal or other restriction to the contrary, such Member may from time to time revoke or alter any such designation or appointment, without the consent of the former beneficiary. Each such written notice shall be in such form and executed in such manner as the University, in its discretion, may from time to time determine.

11.02 If on the death of the Member there shall be no designated beneficiary, or if the beneficiary shall not then be living, any benefits which may be payable shall be paid to the estate of the deceased Member and will normally be paid in a lump sum.

11.03 If a beneficiary who is entitled to benefit payments as the result of the death of a participant should die before the end of any applicable period of guaranteed payment, the balance of the guaranteed payments shall be paid to the estate of such beneficiary, normally in a lump sum equal to the commuted value of such payments.
SECTION 12 - FUNDING OF PLAN

12.01 The University shall establish a Fund for the provision of benefits pursuant to the Plan under a Funding Agreement with the Funding Agency as of July 1, 1981.

12.02 The University shall retain the right to make such amendments to the Funding Agreement entered into with the Funding Agency as may, in its opinion, be appropriate from time to time and shall further retain the right to suspend or terminate that Funding Agreement upon entering into further Funding Agreements, whether insured contracts or trust agreements, as may be appropriate from time to time.

12.03 The Investment Counsel shall invest the Fund in accordance with the terms of an agreement between the University and the Investment Counsel. All investments of the Fund shall be governed by the provisions of the Applicable Legislation.

12.04 All benefits payable under the Plan shall be payable from the Fund.

12.05 All expenses with respect to the operation or administration of the Plan shall be payable from the Fund, unless such expenses are paid directly by the University.
SECTION 13- GENERAL PROVISIONS

13.01 Proof of Age
   No payment of pension benefits shall commence to any Member until satisfactory proof of age has been furnished to the University. Should a Member elect a joint and survivor option, proof of age of the Spouse must also be furnished before payment of the pension can commence.

13.02 Non-Assignment and Non-Commutation of Benefits
   All benefits provided under the terms of the Plan are for the Members own use and benefit and so long as the Member shall be living, are not capable of being assigned, charged, anticipated, given as security or surrendered and do not confer upon any Member, personal representative or dependent, or any other person, any right or interest in the pension benefits or deferred pension benefits which is capable of being assigned, charged, anticipated, given as security or surrendered; nor shall the pension benefit or deferred pension benefit to which a Member becomes entitled, be capable of surrender or commutation except as provided in the Plan.

   The above paragraph shall not apply to any court order or written separation agreement made under the Family Law Act, 1990 of Ontario on marriage breakdown or to the assignment by the legal representative of a deceased individual on the distribution of the individual's estate.

   Surrender or commutation of an immediate or deferred pension benefit, other than as provided in the Plan and under Applicable Legislation, shall not be allowed under the terms of the Plan for any Member whose benefit is subject to the terms of any Applicable Legislation, except where such surrender includes a reduction in benefits to avoid the revocation of the registration of the Plan.

13.03 No Enlargement of Rights
   Participation in the Plan shall not enlarge or establish any rights to employment with the University, which the Member did not formerly possess as an Employee of the University.

13.04 Form of Notice
   Any notice or election to be made or given for any purposes of the Plan, whether by a Member or by the University, shall be made, given or communicated, as the case may be, in such manner as the University shall determine.

13.05 Small Benefits
   Notwithstanding any other provisions of the Plan, in the event the pension to which a Member is entitled at normal retirement date, is not more than four per cent (4%) of the Year's Maximum Pensionable Earnings in the year of termination of employment or the commuted value is less than twenty per cent (20%) of the Year's Maximum Pensionable Earnings in the year of termination of employment, the University may, in its sole
discretion, authorize that such benefit be payable quarterly, semi-annually or annually in advance, in an amount which is the Actuarial Equivalent thereof, or that it be paid in a single lump sum equal to the commuted value of such benefits.

Notwithstanding any other provisions of the Plan, where the annual benefit payable upon the Member's death is not more than 4% of the current YMPE or the commuted value of the benefit is less than 20% of the current YMPE, the University may, in its sole discretion, authorize that such benefit be payable quarterly, semi-annually or annually in advance, in an amount which is the Actuarial Equivalent thereof, or that it be paid in a single lump sum equal to the commuted value of such benefits. However, if the first instalment of the Member's pension was due prior to July 1, 2012, any lump sum payment shall require the written consent of the Spouse.

13.06 Transfer of Funds into the Plan
Notwithstanding Section 5.01, the University may accept funds from pension plans sponsored by other universities or employers into the Fund. Such transferred funds shall not be available for cash refund but will be held for the provision of pension benefits either as a special lump sum voluntary contribution, or as a deposit in the Member's Money Purchase Component Account, to be used, subject to the provisions of the Income Tax Act, as the basis for crediting a period of Pensionable Service.

13.07 Construction
The provisions of the Plan shall be construed, governed and administered in accordance with the laws of the Province of Ontario.

13.08 Disclosure
Each eligible Employee shall receive a written explanation of the terms and conditions of the Plan and amendments thereto applicable to the Member together with an explanation of the Member's rights and duties with respect to benefits available to the Member under the terms of the Plan and such other information as may be prescribed by the Act.

Each Member shall receive an annual statement containing prescribed information in respect of the Plan, the Member's pension and any ancillary benefits.

Where a Member ceases to be a Member, by reason of termination, retirement or death, the Member or the person entitled to receive a benefit under the Plan shall receive a statement setting out the Member's benefits, rights and obligations.

A copy of the prescribed documents and information in respect of the Plan and the Fund shall be made available for inspection at a time and place mutually convenient to the Employer and the Employee as required by the Act.
SECTION 14- ADMINISTRATION OF PLAN

14.01 Administrator

The University shall be responsible for the administration of the Plan and may appoint a Pension Committee.

14.02 Functions of the Pension Committee

If appointed, the Pension Committee shall determine all questions arising in the administration of the Plan, including the interpretation and application of the provisions of the Plan together with Eligibility, Service, Earnings and Retirement Dates of Members for purposes of the Plan. Such decisions of the Pension Committee shall be final and binding on all concerned, subject, when necessary, to referral to the Board of Governors of the University.

In addition, the Pension Committee will be responsible for reviewing the performance of the Fund, and for the preparation of recommendations to the Board of Governors of the University concerning proposed changes in the Plan, or in its funding.
SECTION 15- FUTURE OF THE PLAN

15.01 Continuation of Plan
The University intends to maintain the Plan in force indefinitely, but nevertheless reserves the right to amend or discontinue the Plan, in whole or in part, at any time or times, as the Board of Governors, in its absolute discretion, may determine.

15.02 Amendment of Plan
No amendments to the Plan shall operate to reduce the benefits, which have accrued under the Plan to the Members prior to the date of such amendment.

15.03 Discontinuance of Plan
In the event of discontinuance of the Plan for any reason, the assets of the Fund shall be applied in a manner which complies with Applicable Legislation.

15.04 Statutory Requirements
In the event of wind-up of the Plan, the distribution of benefits shall be subject to the provisions of the Applicable Legislation.

15.05 Use of Surplus
When the actuarial valuation reveals a surplus of assets over liabilities in the Plan, such surplus shall be used to pay future Employer contributions.

Alternatively, the Employer may request that the surplus be refunded in cash after:

(a) fulfilling the conditions required within the Applicable Legislation, and

(b) obtaining any required approval of the Financial Services Commission of Ontario and the Canada Revenue Agency.
APPENDIX A

CLASSES OF EMPLOYEES NOT ELIGIBLE TO JOIN THE PLAN

The following classes are not eligible to participate in the Plan:

Graduate Teaching Assistants
Post-Doctoral Fellows
Research Assistants
Research Associates
Student Employees
UFCW Local 175 employees hired after August 1, 2015
Sernary Employees effective July 1, 2014.