

# Boilermakers Lodge 359

## Production Workers Pension Plan

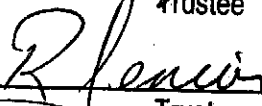
### FULL TEXT of the PLAN

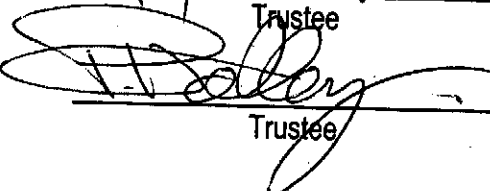
CERTIFIED true copy of Plan Text

  
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Effective January 1, 1992

Including all amendments to January 1, 2008

Approved and adopted by the Board of Trustees,

The 27 day of MARCH 2009

Specified Multi-Employer Pension Plan  
Canada Customs and Revenue Agency Registration No. 371344  
B.C.P.B.S.A. Registration No. P085442

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## **PURPOSE OF THE PLAN**

The purpose of the Plan shall be the provision of retirement benefits to Participating Employees on their retirement from employment. The Plan also provides benefits to Participating Employees who terminate their Plan Membership prior to retirement, either by death, disability or termination of employment under the terms of the applicable Collective Agreement.

## ARTICLE I

### DEFINITIONS

The following words and phrases when used in the Plan, unless the context clearly indicates otherwise, shall have the following meanings:

(1) **Actuary**

An independent qualified actuary, selected by the Board of Trustees, who is a Fellow of the Canadian Institute of Actuaries or a firm providing independent professional actuarial services in the pension field selected by the Board of Trustees, at least one of whose actuaries is a Fellow of the Canadian Institute of Actuaries.

(2) **Collective Agreement**

Any Collective Agreement made and entered into by the Union with an employer whether before or after the date hereof, which contains a provision requiring the employer to make Contributions to the Trust or to the Plan.

(3) **Covered Hours of Employment**

The hours actually worked as a Participating Employee in respect of which Contributions shall have been made to the Fund as provided for in the Collective Agreement.

(4) **Credited Interest**

Credited Interest shall be credited to each Participating Employee's account balance and to his Voluntary Contributions (if any) at least once in each Plan Year. The rate shall be calculated using the actual rate of return of the Fund, based on market values, including realised and unrealised gains and losses minus any applicable investment related expenses, with proportionate allowance for Contributions made during the current year.

Credited Interest shall include any forfeited Contributions as a result of a Participating Employee leaving the Plan prior to becoming vested. Any forfeiture shall be distributed no later than the year following the year in which the forfeiture occurred.

(5) **Custodian**

The trust company, insurance company or combination thereof having custody of the assets of the Fund as shall be directed from time to time by the Trustees.

(6) **Effective Date**

The Effective Date shall be May 15, 1972.

(7) **Eligible Employee**

A regular bargaining unit employee of a Participating Employer who is a member of the Union, or an elected officer or staff member of the Union, or a regular hourly paid employee of a Participating Employer for whom the Union is the bargaining agent.

(8) **Participating Employer**

Any corporation, firm or person by which or whom any member of the Union is employed, which or who is or becomes signatory to a Collective Agreement with the Union requiring contributions to Boilermakers Lodge 359 Production Workers Pension Trust or Pension Plan, and which or who subscribes to and agrees to be bound by the terms and provisions of this Agreement and Declaration of Trust.

(9) **Former Participating Employee**

A Plan Member whose Credited Service shall have been broken, but who continues to retain a right to benefits under the Plan.

(10) **Investment Counsel**

One or more organisations providing professional services in the pension fund investment field, as may be selected by the Trustees from time to time, and responsible for investment decisions arising from the investment of the Fund.

(11) **Trust Fund**

The term "Trust" or "Trust Fund", as used herein, shall mean the "Boilermakers Lodge 359 Production Workers Pension Trust."

(12) **Trustee**

The term "Trustee" as used herein shall mean any person appointed as a Trustee in accordance with the provisions of the Agreement and Declaration of Trust.

(13) **Pension Plan**

The Pension Plan provided for in the Trust Agreement, and in the Collective Agreement, the terms and provisions of which are herein set forth, as amended from time to time.

(14) **Plan Administrator**

The person or firm selected by the Trustees to have responsibility for the records and day-to-day administration of the Plan, as more fully provided for in Section (2) of Article XIII of this Plan.

(15) **Participating Employee**

The term "Participating Employee" as used herein, shall mean any member of the Union employed by a Participating Employer who meets the eligibility requirements of the Plan.

(16) **Plan Year**

The twelve-month period commencing each January 1st.

(17) **Plan Fiscal Year**

The twelve-month period commencing each January 1st.

(18) **Retired Participating Employee**

A Participating Employee or Former Participating Employee who shall have retired under the provisions of the Plan. For this purpose, the term "retired" shall be limited to persons age 55 or more who shall have ceased working in employment covered under a Collective Agreement which requires Contributions to be paid into the Pension Fund, and who shall have made application for a pension under the Plan.

(19) **Spouse**

"Spouse" means, in relation to another person,

(a) a person who at the relevant time was married to that other person, and who, if living separate and apart from that other person at the relevant time, did not live separate and apart from that other person for longer than the 2 year period immediately preceding the relevant time, or

(b) if paragraph (a) does not apply, a person who was living and cohabiting with that other person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, and who had been living and cohabiting in that relationship for a period of at least 2 years immediately preceding the relevant time."

(20) **Trust Agreement**

The Agreement and Declaration of Trust as the same may be amended from time to time hereafter entered into by the Trustees to which this Plan Text forms part.

(21) **Union**

Lodge 359 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, and any successor thereof.

(22) **YMPE**

The Yearly Maximum Pensionable Earnings as defined in the Canada Pension Plan and amended from time to time.





## ARTICLE II

### EFFECTIVE DATE OF PLAN:

### ENTRY INTO PLAN:

### INFORMATION FOR PLAN RECORDS:

### EXPLANATION TO PARTICIPATING EMPLOYEES

- (1) **Entry of Eligible Employees into Plan: Entitlement to Benefits**
  - (a) As of the Effective Date applicable to each Participating Employer, entry into the Plan shall be automatic with respect to each of its then Eligible Employees, subject, in the case of entry subsequent to May 15, 1972, to such conditions with respect to Credited Service as shall be determined by the Trustees.
  - (b) In the case of an Employee who shall become a Participating Employee as of a date subsequent to the Effective Date which applies to his Employing Company, his entry into and coverage by the Plan with respect to his future service shall be automatic as of such subsequent date.
  - (c) Entitlement to benefits shall be contingent on the Participating Employee or beneficiary meeting all eligibility or other requirements to be eligible for such benefits, and furnishing information such as evidence of his age or the age of his beneficiary or of his length of service in an industry covered by the Plan as determined by the Trustees, or Membership in the Union, as shall be required for the proper administration of the Plan and the determination of benefits.
- (2) **Information for Plan Records**
  - (a) Each Participating Employer shall not less frequently than once each month furnish information to the Plan Administrator relative to the employment, termination, disablement,

death or retirement of Participating Employees, and shall promptly furnish all reasonable assistance and information to the Plan Administrator and the Trustees as shall be requested by them for the purposes of the sound operation of the Plan.

- (b) Each retiring Participating Employee shall make a written request to the Plan Administrator for commencement of his pension at least 30 days before his retirement date; otherwise commencement of his pension may be deferred at the direction of the Trustees not later than the end of the calendar year in which the individual attains 69 years of age, or such other time as is acceptable under the Income Tax Act of Canada and its Regulations.

(3) **Explanation to Participating Employees**

Each Participating Employee, upon entering the Plan, or as soon as practicable thereafter, or upon making a written request at any subsequent time to the Plan Administrator, shall be furnished with a written explanation of the terms and provisions of the Plan and amendments thereto applicable to him, together with information as to his rights and duties relative to the benefits available to him under the Plan.

## ARTICLE III

### EMPLOYER CONTRIBUTIONS

#### VOLUNTARY CONTRIBUTIONS BY PARTICIPATING EMPLOYEES

- (1) Each Employing Company shall make contributions into the Pension Fund with respect to all of its Participating Employees at the cents per hour rates specified in the Collective Agreement. The Contribution rate shall not be less than 1% of the remuneration of the Participating Employees.
- (2) The Participating Employer shall forward such Contributions not less frequently than monthly to the Plan Administrator, and at the same time shall forward to the Plan Administrator such details as to the Participating Employees in respect to whom these Contributions are made, and in such form, as may be required by the Plan Administrator for the efficient management of the Plan.
- (3) Full time officers and full time staff members of the Union shall have Contributions made on the basis of a 7 ½ hour day and a 37 ½ hour week; and employer Contributions shall be paid by the Union to the Pension Fund on that basis.
- (4) A Participating Employee who is a Union Member in good standing may contribute to the Plan on a voluntary basis in order to provide for additional pension benefits. Such additional Voluntary Contributions shall be subject to Canada Customs and Revenue Agency limitations.
- (5) The Contributions by and in respect of any Participating Employee shall be accumulated in an account to which shall be added, from time to time, any Credited Interest as earned by the Plan.

## ARTICLE IV

### CREDITED SERVICE: BREAK IN SERVICE

(1) **Credited Service**

- (a) The Credited Service of a Participating Employee shall be as defined hereunder.

Alternatively, a Break in Service will be considered to have occurred when no hours have been remitted by a Participating Employer on behalf of a Participating Employee for a period of one calendar year.

A Participating Employee shall be credited with a year of Credited Service if in any Plan year, he is credited with more than 175 Covered Hours of Employment. A Participating Employee will not accumulate any part of a year of Credited Service if he has less than 175 Covered Hours of Employment.

ABOVE TEXT AMENDED IN AMENDMENT #01-1

(2) **Break In Service**

In the event that the Participating Employee shall have not worked in total at least 350 Covered Hours of Employment during the immediately preceding two consecutive Plan years, then he shall be considered to have had a Break in Service and to be terminated from the Plan as provided for in Article IX hereof.

In the event that a Participating Employee has a Break in Service prior to his Vesting Date, and he subsequently again becomes a Participating Employee, he shall be treated in all respects as though he had never previously worked under the terms of the Collective Agreement. His entry into and coverage

by the Plan shall become effective on the first day of the reporting period of the Participating Employer in which he again has Covered Hours of Employment.

## ARTICLE V

### NORMAL RETIREMENT: AMOUNT OF PENSION LATE RETIREMENT

(1) **Normal Retirement Date**

The Normal Retirement Date which shall apply to each Participating Employee shall be the first day of the month next following his attaining age 65, except that if the Participating Employee was born on the first day of a month, his Normal Retirement Date shall be his sixty-fifth birthday. The Participating Employee must give at least 30 days notice of his intention to apply for retirement benefits.

(2) **Eligibility for Normal Retirement Pension**

A Participating Employee who retires from active employment with a Participating Employer who reached his Normal Retirement Date after the Effective Date of the Plan or who has completed 30 years of Credited Service shall, upon written application on a form to be provided by the Plan Administrator, become entitled to receive a pension payable in the normal form in a monthly amount as set forth in Section (3) of this Article V.

(3) **Amount of Normal Retirement Pension**

The amount of pension shall be that amount which can be provided by the purchase of an annuity contract from a federally licensed life insurance company using the accumulated amount of his Contributions, including Voluntary Contributions, together with Credited Interest.

(4) **Late Retirement**

If a Participating Employee continues to be employed after his Normal Retirement Date then he shall continue to accumulate Contributions and Credited Interest, and on eventual retirement shall be eligible for the pension that can be provided by the accumulated amount of his Contributions together with Credited Interest to the date of retirement. The pension benefits to be provided by the Plan must commence not later than the last day on which a person is allowed to commence receiving a pension from a registered pension plan under the applicable legislation.

**ABOVE TEXT AMENDED IN AMENDMENT #08-1**



## ARTICLE VI

### EARLY RETIREMENT: DISABILITY RETIREMENT

(1) **Eligibility for Early Retirement**

A Participating Employee shall be eligible to retire early as of the first day of any month coinciding with or following his 55th birthday, provided that he has ceased to be employed by a Participating Employer.

The Participating Employee must give at least 30 days notice of his intention to apply for retirement benefits.

(2) **Eligibility for Disability Retirement**

A Participating Employee shall be eligible for the disability retirement benefit upon meeting all of the following requirements:

- (a) he is not eligible for normal retirement benefits,
- (b) he has been totally and permanently disabled for at least six months.

A Participating Employee shall be considered totally and permanently disabled for the purpose of this Pension Plan if by reason of bodily injury or disease he is permanently incapacitated from regularly performing any work in a gainful and suitable occupation. Satisfactory medical evidence of such disability by a qualified physician shall be submitted to the Trustees. Before ruling on the disability of a Participating Employee the Trustees may designate a qualified physician to examine him. The disability retirement benefit will not be payable to a Participating Employee where the disability results from self-inflicted injury, or the habitual use of narcotics or alcoholic beverages. The Trustees from time to time may require satisfactory evidence of continued disability. If a Participating Employee's

disability ceases, his disability retirement benefit payments will stop, except that upon attaining age 65 while disabled, a Participating Employee shall be deemed totally and permanently disabled regardless of physical condition.

- (3) The amount of pension on Early Retirement or Disability Retirement shall be that amount which can be provided by the purchase of an annuity contract from a federally licensed life insurance company using the accumulated amount of his Contributions, together with Credited Interest.

## ARTICLE VII

### NORMAL, MANDATORY AND OPTIONAL FORMS OF PENSION

(1) **Normal Form of Pension**

The normal form of pension payable under the Plan shall be a level income in a monthly amount determined as provided in Article V or VI hereof, as applicable, and payable (subject to the provisions of Paragraph (2)(b) of Article II at the beginning of each month commencing with the retirement date of the Participating Employee, and ending with the month in which his death occurs, provided that in the event that the retired Participating Employee shall not survive for at least one hundred and twenty months after his retirement, the pension provided under the Plan shall nevertheless continue to be payable after his death to his designated beneficiary or estate until the balance of one hundred and twenty monthly payments shall have been made.

(2) **Mandatory Form of Pension**

On the retirement of a Participating Employee who has a Spouse, he must, notwithstanding the terms of Article VII (1) above, receive his pension in an actuarially reduced amount payable in the following form. The monthly pension shall be paid during their joint lifetime, and on the death of the first one of them, the pension shall continue to be paid to the survivor of them at the rate of 60% of the amount being paid to them while they were both alive. The pension shall cease on the death of the survivor.

(3) **Waiver of Mandatory Form of Pension**

The Spouse may, in her absolute right, in the 90 days, immediately prior to the commencement date of the pension elect to waive the payment of the pension in the Mandatory Form. The Spouse may complete the necessary Waiver Form in the prescribed manner, and upon the completion of that form, the Participating Employee may elect to receive his pension in any of the optional forms or in the Normal Form.

Pensions shall not commence until all of the required forms have been duly completed and filed with the Administrator.

**(4) Optional Forms of Pension Benefit**

In lieu of the normal form of pension as above provided, the Participating Employee may, upon written request to the Plan Administrator, and subject to the provisions of Section (3) of this Article VII, elect to receive his pension in another form having an equivalent actuarial value, selected from the following optional forms:

- (a) A straight life income, without any guarantee as to a minimum number of payments, ceasing with the payment in respect of the month in which his death occurs;
- (b) An income guaranteed to continue in any event for a period of at least 10 years or 15 years, according to the election of the Participating Employee, and thereafter during any remainder of his lifetime provided that the guaranteed period does not extend beyond the Participating Employee's 86th birthday.
- (c) A joint and survivor income payable to the Retired Participating Employee during his lifetime, and continuing thereafter to the joint annuitant elected by him, or the Participating Employee after the death of such joint annuitant if he has so elected, for life, at either:
  - (i) Full rate, or
  - (ii) Three-quarters, or
  - (iii) Two-thirds, or
  - (iv) One-half rate,according to the election of the Participating Employee.

- (d) In the case of a Participating Employee who retires early, a level income option under which an increased income is payable during the period before commencement of the Canada/Quebec Pension Plan retirement benefit and/or the Federal Old Age Security, and a reduced income is payable thereafter, actuarially determined on the basis of governmental benefits in force on the date of early retirement, such that the total income (including both the adjusted income payable under the Plan and the governmental benefit or benefits combined) shall be as nearly uniform as possible both before and after commencement of the governmental benefits.
- (e) A benefit in some other form approved by the Board of Trustees and acceptable to the Canada Customs and Revenue Agency, provided that the Plan Member meets such conditions as shall be required by the Trustees or the Plan Administrator, or both, in connection with the form of benefit requested.

(5) **Conditions Concerning Optional Benefits**

The optional forms of benefit described in Section (2) above shall be subject to the following conditions:

- (a) To become effective, an election of an optional form of benefit must have been made at least 30 days before the retirement of the Participating Employee, or, in the case of a joint and survivor income, at least 30 days before its effective date, if earlier.
- (b) In order to elect a joint and survivor income, or to change the joint annuitant, a Participating Employee shall designate his joint annuitant on a form provided for that purpose, and shall provide to the Plan Administrator within 90 days thereafter, but no later than 30 days before the effective date of such election, proof satisfactory to the Trustees of the age of his joint annuitant.

- (c) If a Participating Employee shall have elected a joint and survivor income as provided for in Section (2) of this Article VII, and:
  - (i) If his joint annuitant shall die before the election shall become effective, or before his actual retirement date, if later, the election shall thereupon become void, and the Participating Employee, unless he elects another option shall receive a monthly pension in the normal form and in the same monthly amount as if he had not made such election;
  - (ii) If the Participating Employee shall die before the election becomes effective, the election shall thereupon become void and the joint annuitant shall not be entitled to an income under such option.
- (d) A Participating Employee may revoke his election of an optional form of benefit at any time up to 30 days before it shall become effective.
- (e) The first monthly payment to the beneficiary under the normal form or an optional form of benefit, as referred to herein, shall be for the month following the month in which the death of the Participating Employee occurs.

## ARTICLE VIII

### DEATH BENEFITS

- (1) In the event of the death of a Participating Employee prior to his retirement, there will be paid to the Spouse or in the absence of a Spouse, to his beneficiary a lump sum benefit equal to his Contributions, including Voluntary Contributions, paid to the Plan prior to January 1, 1993 together with Credited Interest to the date of payment, as well as the total of all of the Participating Employee's Voluntary Contributions with Credited Interest to the date of payment.
- (2) There shall be paid to the Spouse, or in the absence of a Spouse, to the beneficiary, the accumulated value of the Participating Employee's Contributions to the Plan on or after January 1, 1993 together with Credited Interest to the date of death with applicable Credited Interest to the date of payment.
- (3) Where a benefit is payable to the Spouse under Section (2) of this Article VIII, she shall have the right at any time prior to her attainment of age 69 to request either,
  - (a) a transfer of the account balance to a locked-in R.R.S.P. in her name of her monthly pension, or
  - (b) a locked-in transfer to another registered retirement plan in her name of the same amount as in (a) above, or
  - (c) the purchase, using the account balance, of either a deferred or immediate annuity in her name, from a federally registered life insurance company in Canada.
  - (d) a transfer of the account balance to a life income fund in her name.
- (4) Where a Spouse is entitled to receive a death benefit under the terms of the Plan, she may elect, in her absolute right, to waive the receipt of the death benefit in favour of the beneficiary.

**ABOVE TEXT AMENDED IN AMENDMENT #1**

**ABOVE TEXT AMENDED IN AMENDMENT #00-1**



## ARTICLE IX

### VESTING ON TERMINATION OF ACTIVE EMPLOYMENT BEFORE RETIREMENT

(1) **Vesting Date**

For the purposes of the Plan, the term "Vesting Date" shall mean the first date as of which a Participating Employee shall have completed at least one year of Credited Future Service. Notwithstanding the above, a Participating Employee shall be fully vested in all benefits upon reaching his Normal Retirement Date or upon Plan termination.

(2) **Termination of a Non-Vested Participating Employee**

On the termination of Plan Membership following a Break in Service of a non-vested Participating Employee, he shall be entitled to receive a refund of his Voluntary Contributions (if any) together with Credited Interest to the date of payment.

(3) **Eligibility for Vested Deferred Pension**

(a) In the event that a Participating Employee shall have a Break in Service after he shall have attained his Vesting Date, then he shall continue as a Former Participating Employee to be entitled to,

(i) a refund of his account balance as at December 31, 1992 together with Credited Interest to the date of payment, and

(ii) with respect to Contributions remitted to the Plan after January 1, 1993, a vested non-commutable, non-assignable deferred pension payable in the normal form, commencing at his Normal Retirement Date, provided by Contributions to the Plan

after January 1, 1993, including Voluntary Contributions (if any) together with Credited Interest to the date of payment.

- (b) A Former Participating Employee who is eligible to retire early in accordance with Section (1) of Article VI may elect to have his vested deferred pension commence prior to Normal Retirement Date.
- (c) In the event that a Participating Employee shall have a Break in Service prior to his attaining his Vesting Date, then all prior service credits shall be permanently cancelled and he shall not be entitled to any benefits under the Plan, except a refund of any Voluntary Contributions remitted to the Plan together with Credited Interest to the date of payment.

(4) **Optional Forms of Vested Deferred Pension**

A Former Participating Employee who is entitled to a vested deferred pension as herein provided may, upon written request to the Plan Administrator and subject to the provisions of the Plan, elect at any time to receive this benefit in any one of the optional forms set forth in Article VII hereof.

(5) **Other Provisions Concerning Vesting**

A Former Participating Employee who re-enters employment covered by the Plan shall have a fully vested right in all of the further pension credits which he shall accrue under the Plan due to such further employment.

(6) **Transfers**

A Former Participating Employee who is entitled to a vested deferred pension shall be entitled to have a Transfer Value.

The Transfer Value shall be the greater of the Contributions remitted on the Member's behalf without interest or the actuarial present value of the deferred pension.

The Former Participating Employee may elect to have the Transfer Value paid to either:

- (i) A locked-in R.R.S.P. in his name, or
- (ii) Another registered pension fund that he is a member of, that will accept the locked-in transfer, or
- (iii) Secure a deferred annuity in his name providing the pension benefits that he is entitled to, from a federally registered life insurance company in Canada or
- (iv) A life income fund in his name.
- (v) transferred according to Article X, Sections (7), (8) or (9) if applicable.

**(7) Payment in Lieu of Deferred Pension**

Should the Transfer Value to which a Former Participating Employee is entitled be less than

- (a) 4% of YMPE in the year of termination, for terminations prior to December 17, 1999, or
- (b) 20% of YMPE in the year of termination, for terminations after December 16, 1999

the Trustees may require that the entitlement be transferred out of the Plan according to the Plan provisions set out in Article X Section (7).

ABOVE TEXT AMENDED IN AMENDMENT #05-1

## ARTICLE X

### PAYMENT OF BENEFITS

(1) **Only Authorised Net Benefit Payable**

- (a) All benefits provided under the Plan shall be payable in accordance with the provisions of this Article X.
- (b) Only the net amount, after making any adjustments which are applicable, shall be payable from the Pension Fund.
- (c) No payment shall be made under the Plan unless it shall have been authorised by the Trustees.

(2) **Payments to Minors and Incompetents**

If the Trustees shall receive evidence satisfactory to it that a Participating Employee, joint annuitant, or beneficiary entitled to receive any benefit under the Plan is, at the time when such benefit becomes payable, a minor or is physically or mentally incompetent to receive such benefit and to give a valid release therefor, and that another person or institution is then maintaining or has custody of such person, and that no guardian or other representative shall have been duly appointed, then the Trustees may authorise payment of such benefit to such other person or institution, and the release to such other person or institution shall be a valid and complete discharge for the payment of such benefit.

(3) **Errors and Mis-Statements**

If any Participating Employee in his election of an optional benefit, or in response to any request by the Plan Administrator for information required for the administration of the Plan, makes any statement which is erroneous, or omits any material fact, or fails before receiving his first pension payment to correct any information that he previously incorrectly furnished, then the amount of his pension shall be adjusted on the basis of the facts, and the amount of any overpayment or underpayment theretofore made to the Retired Participating Employee or joint annuitant or beneficiary or estate shall be deducted from or added to the next succeeding payments due, or shall otherwise be adjusted by payment or reimbursement to the Custodian, the Retired Participating Employee or the beneficiary or estate, as the Trustees shall direct. It is the responsibility of the Participating Employee to provide all of the information and documents required by the Plan Administrator to determine eligibility for benefits and the amount thereof.

(4) **Missing Persons**

It is the responsibility of each Participating Employee or other person to whom a benefit is payable under the Plan to apply to the Plan Administrator for such benefit. In the event that such application is late, there shall be no liability on the Pension Fund for retroactive payments.

(5) **Non-Alienation of Benefits**

Subject to the provisions of applicable law, no benefit under the Plan shall be given as security or be in any manner capable of or subject to anticipation, surrender, commutation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge; nor shall any such benefit be in any manner liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit, except as specifically provided for in the Plan. Notwithstanding the foregoing a Participating Employee may assign part or all of his account balance under the terms of written separation agreement or a Court Order in the event of marriage breakdown.

(6) **Discharge of Liability**

Where the Trustees purchase an annuity for a Participating Employee or make a transfer for him to an R.R.S.P. or to another registered pension plan, then that transaction shall be in full and complete discharge of all liabilities of the Plan towards that Participating Employee, his beneficiary, his Spouse and his Estate.

**(7) Small Pension Rule**

*On Death, Termination or Retirement before December 17, 1999*

If the total of the value of his Employer Contributions with Credited Interest remitted to the Plan after December 31, 1992, excluding his Voluntary Contributions,

- (a) is less than 4% of YMPE, or
- (b) could be used to purchase a monthly annuity which is less than  $1/12^{\text{th}}$  of 2% of YMPE

the total accumulated amount of those Employer Contributions with Credited Interest shall be payable to him in a lump sum cash payment. The basis for establishing the size of the annuity payment in (b) must be deemed acceptable by the Board of Trustees.

*On Death, Termination or Retirement after December 16, 1999*

If the total value of his Employer Contributions with Credited Interest to the date of payment remitted to the Plan after December 31, 1992 is less than 20% of YMPE in the year of death, termination or retirement, the Participating Employee or Former Participating Employee shall be entitled to take that portion of his entitlement as a lump sum payment. Alternatively, he may request that the balance be transferred out of the Plan to a non-locked-in retirement vehicle.

**(8) Transfers over Age 65**

If the Former Participating Employee who is entitled to a Transfer Value has attained age 65 and the sum of his total entitlements in every defined contribution pension plan, every locked-in RRSP and

every prescribed retirement income fund if the sum of each plan, RRSP and fund is, in aggregate, less than 40% of the YMPE, the Former Participating Employee, upon submission of the appropriate forms, can elect to have a lump sum

- (i) paid to him in cash, or
- (ii) transferred to a non locked-in retirement vehicle, including an RRSP, or
- (iii) transferred to another registered pension plan on a non-locked-in basis if that plan will accept the transfer.

**(9) Withdrawal of Voluntary Contributions**

A Participating Employee shall be allowed to withdraw either the full amount in his Voluntary Contribution Account or any part thereof at any time. The Participating Employee shall have the right to request that the Voluntary Contributions with Credited Interest to the date of payment either,

- (a) be transferred to an RRSP,
- (b) be transferred to another registered pension plan or other retirement savings arrangement,
- (c) be transferred to a life insurance company for the purchase of an annuity in his name, or
- (d) be paid as a lump sum payment.

The Trustees, at any time, may impose restrictions as to the number of withdrawals permitted in any year. Further, the Trustees may determine to impose a processing fee in respect of any such withdrawals.

- (10) Should a Former Participating Employee return to work for a Participating Employer prior to the payment of his deferred vested benefit, portability under Article IX Section (7) will be denied until such time as the Participating Employee has suffered a subsequent Break In Service.
- (11) All payments from the Plan in respect of the death, termination or retirement of a Participating Employee or former Participating Employee will be made within 60 days of receipt of all necessary documentation by the Administrator.

**ABOVE TEXT AMENDED IN AMENDMENT #1**

**ABOVE TEXT AMENDED IN AMENDMENT #00-1**



## ARTICLE XI

### PENSION FUND: INVESTMENTS

(1) **Pension Fund**

- (a) The Fund shall comprise a trust fund or funds, an insurance contract or contracts, or any combination thereof, and shall include all of the assets of the Plan.
- (b) At no time shall any part of the corpus or income of the Fund be used for or diverted to any purpose other than for the exclusive benefit of Participating Employees, their joint annuitants or beneficiaries. No person shall have any interest in, or right to, the Fund or any part thereof except as expressly provided for in the Plan.
- (c) Each Participating Employee or Retired Participating Employee or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Pension Fund for such payment. The payment of benefits shall be a liability of the Pension Fund, and not of the Trustees nor of the Custodian, nor of the Union, nor of any Employing Company, nor of the Plan Administrator.

(2) **Custody of and Accounting for Pension Fund**

- (a) The assets of the Fund shall be held by the Custodian.
- (b) A full accounting to the Trustees of all assets, investments, transactions, income and disbursements shall be furnished by the Custodian in accordance with the Trust Agreement.
- (c) At least once each year the accounts and assets of the Pension Fund shall be audited by an independent firm of chartered accountants, as provided for in the Trust Agreement.

(3) **Investment of Pension Fund Assets**

The investment of the assets of the Pension Fund shall be under the direction of the investment counsel, or the Custodian, or any combination thereof, and shall be decided from time to time by the Trustees in accordance with the Trust Agreement. In performing its work, the Investment Counsel or the Custodian shall be guided by such general directives, if any, as to the overall investment policy and liquidity requirements as shall be communicated to it from time to time by the Trustees, provided however, that the investments and re-investments of the Fund shall at all times conform to the investment requirements of the Pension Benefits Standards Act of the Province of British Columbia, and to any other provincial laws and regulations.

The Plan's assets shall be invested in a manner that a reasonable and prudent person would apply in respect of a portfolio of investments made on behalf of another person to whom there is owed a fiduciary duty without undue risk of loss and with a reasonable expectation of a return on the investments commensurate with the risk.

(4) **Payment of Administrative Expenses**

All of the proper and necessary administrative expenses arising in connection with the establishment of the Plan, its administration, the communication of its provisions to Participating Employees and the resolution of disputes, shall be paid from the Pension Fund.

## ARTICLE XII

### ADMINISTRATION

(1) **Trustees**

- (a) The Plan shall be administered by the Trustees; the administrative powers and duties of which shall include, but shall not be limited to, the following:
- (i) To design, establish, review, and from time to time amend the eligibility, benefit, and other provisions of the Plan;
  - (ii) To make and enforce such rules and procedures as it shall deem necessary and proper for the efficient administration of the Plan;
  - (iii) To decide all questions and to adjudicate any disputes relative to the Plan or to claims for benefits or eligibility therefore, its decision made in good faith being final, conclusive and binding on all parties.
  - (iv) To interpret the Plan, as provided for in the Trust Agreement;
  - (v) To compute or have computed the amount of benefits or other payments which shall be payable to any Participating Employee, Retired Participating Employee, joint annuitant or beneficiary in accordance with the provisions of the Plan, and to determine the person or persons to whom such amounts shall be paid;
  - (vi) To authorize the payment of benefits under the Plan;
  - (vii) To prepare or have prepared accounts and records showing the detailed operations of the Plan;

- (viii) To arrange for the audit of such accounts and records by independent auditors;
  - (ix) To communicate the provisions of the Plan to Participating Employees.
- (b) In all of its exercise of administrative powers, the Trustees shall act in a uniform and impartial manner without prejudice and without discrimination as between persons similarly situated.
  - (c) Members of the Trustees may participate in the benefits under the Plan provided they are otherwise eligible to do so, but may not vote on any matter relating to their own benefits. No bond or other security shall be required of any member of the Trustees in such capacity except as may be expressly provided by law.
  - (d) In administering the Plan, the Trustees, or any member, or the Secretary thereof, shall be entitled to rely conclusively on all tables, valuations, certificates, opinions and reports which shall be furnished by the Actuary or by any auditor, accountant, legal counsel, investment counsel, trust company, insurance company, or other expert who shall be employed or engaged by the Trustees in connection with the administration and operation of the Plan.

(2) **The Qualification of Plan**

The Trustees shall at all times administer the Plan so that it continues to qualify for full tax approval under the terms of the Income Tax Act as a registered retirement plan.

In the event that the tax qualification is threatened by virtue of Contributions which are in excess of the permissible limits or benefit payments which are greater than those allowed by the Act, then the Trustees shall in the first case refund the excess Contributions to the Employer, or in the second case reduce the benefits payable to the Member.

(3) **Pension Adjustment Calculations**

It shall be the responsibility of the Participating Employers to calculate and submit to Canada Customs and Revenue Agency the Pension Adjustment factors for Participating Employees employed by them.

**(4) Plan Administrator**

- (a) The detailed day-to-day administration of the Plan shall be the responsibility of a Plan Administrator who shall be selected and appointed by the Trustees to serve at its pleasure.
- (b) The powers and duties of the Plan Administrator shall include, but shall not be limited to, the following:
  - (i) To establish and maintain an efficient record system covering details of all Participating Employees, Contributions on behalf of Participating Employees, and the accrual of service credits for Participating Employees.
  - (ii) To check the amount of all Participating Employer Contributions, enter details on the individual records of Participating Employees, and ensure that all Contributions are received by the Custodian for investment and safekeeping.
  - (iii) To process all claims for benefits, including the submission of claims to the Trustees for approval, and the payment of benefits or arrangement of such payments in all cases where such payments are authorised by the Trustees.
  - (iv) To arrange for the distribution of educational and illustrative material to Participating Employees, explaining the provisions of the Plan;
  - (v) To act as Secretary to the Trustees;
  - (vi) To make such reports to the Trustees as it shall require.

(5) **Information to Participating Employees**

The Trustees shall provide such information as is required by applicable legislation in such form and on such times as are stipulated therein. The Participating Employee shall have a right to access to all documents concerning the Plan as is set out in the Pension Benefits Standards Act of British Columbia.

## ARTICLE XIII

### MODIFICATION, AMENDMENT AND TERMINATION OF PLAN

(1) **Amendment or Termination of Plan**

- (a) While it is the intention of the Union that the Plan will be maintained in force indefinitely, the Trustees have the right to terminate or amend the Plan in accordance with the Trust Agreement as may be necessary for the more efficient or improved operation of the Plan.
- (b) Subject to the provisions of Section (2) of this Article XIII, no such change shall have the effect of depriving any person without his consent of his right to benefits to which he had become entitled, or which had accrued to his credit up to the time of such change. All accrued benefits shall be deemed to be fully vested on the termination date of the Plan.

(2) **Distribution of Assets of Pension Fund on Termination of Plan**

- (a) In the event that the Plan shall be terminated, the assets then remaining in the Fund shall be applied in the following order. In the event that, after making full provision for all credits or benefits in prior classes, there are insufficient assets remaining in the Fund to make full provision for all credits or benefits accrued for all persons in any class shown hereunder, then a uniform percentage adjustment shall be made to the credits or benefits accrued for all persons in that class, so that the then available fund assets shall be fully used up in providing such adjusted credits or accrued benefits.
  - (i) Provision to Participating Employees who shall at that time be entitled to retire normally, and to their joint annuitants and beneficiaries of the benefits to which they shall be entitled or contingently entitled under the Plan;

- (ii) Provision to Participating Employees who shall at that time be entitled to retire early, and to their joint annuitants and beneficiaries of the benefits to which they shall be entitled or contingently entitled under the Plan;
  - (iii) Provision to Vested Participating Employees to Vested Former Participating Employees, and to their joint annuitants and beneficiaries of the benefit to which they shall be entitled or contingently entitled under the Plan.
- (b) Any surplus remaining in the Pension Fund, after the satisfaction of all benefit rights and contingent rights under the Plan, shall be applied to provide a uniform percentage increase in all such benefits and contingent benefits then payable or contingently payable under the Plan.



## ARTICLE XIV

### OBLIGATIONS OF THE EMPLOYER

(1) **Contributions Deemed to be Held in Trust**

(a) Each Participating Employer must keep separate and apart from the Participating Employer's own assets

(i) all contributions that are due or owing to the Plan by the Participating Employer,

(ii) all amounts that have been deducted by the Participating Employer from a Participating Employee's remuneration and not yet remitted to the Fund, and

(iii) all contributions that have been received by the Participating Employer with respect to a Participating Employee and not yet remitted to the Fund.

(b) The amounts referred to in Section (a) are deemed to be held in trust for the Participating Employees of the Plan, former Participating Employees, and any other persons entitled to pension benefits, refunds or other payments from the Plan.

(c) If there is, in respect of a Participating Employer, a proceeding

(i) under the *Companies Creditors Arrangement Act* (Canada),

(ii) under the *Winding-up Act* (Canada) or similar provincial legislation,

(iii) in relation to liquidation, receivership or secured creditor enforcement, or

(iv) in relation to insolvency other than under the *Bankruptcy and Insolvency Act*

(Canada),

an amount equal to the amounts deemed to be held in trust under Section (b) is deemed to be separate and apart and form no part of the estate of the Participating Employer, whether or not that amount has in fact been kept separate and apart from the Participating Employer's own assets or from the assets of the estate."

(2) **Discharge of Liability**

Where a Participating Employer ceases to participate in the Plan, then he shall only be liable to contribute in respect of the hours of employment of Participating Employees employed by him prior to his date of cessation of participation.

ABOVE TEXT AMENDED IN AMENDMENT #00-1

## ARTICLE XV

### MARRIAGE BREAKDOWN

- (1) Subject to this Article, any accrued pension benefit under the terms of this Plan shall, on marriage breakdown, be subject to the applicable provincial property law.
- (2) Any accrued pension benefit under this Plan that is subject to the terms of applicable provincial property law, is on marriage breakdown, not subject to the terms of the Pension Benefits Standards Act of the Province of British Columbia or any regulations attaching thereto, for the purposes of assignment only.
  - (i) "Marriage breakdown" for the purposes of this Article means divorce or annulment.
  - (ii) "Separation" for the purposes of this Article means the separation
    - (a) of a married couple, or

(b) or of two persons of opposite sex who were cohabiting together, but were not married to each other.

- (3) A Participating Employee or Former Employee may assign all or part of his accrued pension benefit under the Plan to his Spouse effective from the date of marriage breakdown or separation.
- (4) A Participating Employee who assigns his interest to his Spouse shall provide the Trustees with such documentation as the Trustees shall require for the purposes of their records.
- (5) Where, on marriage breakdown or separation, a Spouse is assigned an interest in a Participating Employee's pension benefit, then it shall be the responsibility of the Spouse to keep the Company informed of her whereabouts.
- (6) Where on marriage breakdown or separation, a Spouse is assigned an interest in a Participating Employee's pension benefit, then the Spouse shall, in respect of the assigned portion of the benefit, be deemed to have been a Member of the Plan, and to have ceased to be a Member as of the effective date of the assignment.

A subsequent Spouse of that Spouse is not entitled to any pension benefit under the Plan in respect of that assigned portion of the pension benefit.

## ARTICLE XVI

### TRANSFERS TO AND FROM OTHER REGISTERED PENSION PLANS

#### Transfer From This Plan

- (1) In the event that a Participating Employee of this Plan shall transfer to the Boilermakers Pension Plan (Field Plan) he shall be entitled to request a transfer value from this Plan to the Field Plan.
- (2) The amount of the transfer value shall be equal to his accumulated Contributions with Credited Interest to the date of transfer.
- (3) On payment of the transfer value, the Participating Employer shall no longer be considered to be a Member of this Plan.

#### Transfer To This Plan

- (1) In the event that a Participating Employee of this Plan shall have transferred from the Boilermakers Pension Plan (Field Plan), he shall be entitled to have transferred to this Plan at any time, a transfer value from the Field Plan.
- (2) On receipt, the transfer value shall be added to his accumulated Contributions with Credited Interest, and shall be used to provide for pension and other benefits under the terms of this Plan.
- (3) The transferring Participating Employee will receive a statement from the Administrator outlining the pension and service credits given to him as a result of the receipt of the transfer value.

## **ARTICLE XVII**

### **ARBITRATION**

In the event that the Trustees are unable to resolve a dispute concerning the Plan that has been placed before them, then one of the parties shall indicate in writing to the other party that he intends to apply for arbitration.

The parties involved shall appoint a single Arbitrator.

The single Arbitrator shall hear the dispute and shall render a decision in writing to the parties. He shall also allocate the costs between the parties.

The decision of the Arbitrator shall be final and conclusive and shall be binding on all the parties involved.