

**Toronto Star
Pension Plan**

**Amended and Restated as of
January 1, 1992**

Pension Commission of Ontario Registration No. C-5107

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Article 1 — Introduction

- 1.01 The primary purpose of the Plan is to provide periodic payments to eligible employees of Participating Employers after retirement and until death in respect of their service as employees.
- 1.02 The purpose of this amendment and restatement is:
- (a) to consolidate all prior amendments to the Plan;
 - (b) to change the Base Year for calculating retirement income from the calendar year of 1987 to the calendar year of 1989 effective January 1, 1992, and from the calendar year of 1989 to the calendar year of 1991 effective January 1, 1994;
 - (c) to require all Employees to join the Plan as Contributory Members and to clarify the membership requirements for Non-Contributory Members who are not employed on a full-time basis effective July 21, 1992;
 - (d) to provide an ad hoc increase to pensions in payment effective January 1, 1993;
 - (e) to improve early retirement benefits for Members retiring from active employment effective January 1, 1994;
 - (f) to increase the rate at which Required Contributions are made effective January 1, 1994;
 - (g) to comply with Applicable Pension Laws and Revenue Rules; and

(h) to clarify certain provisions in the Plan for greater certainty in the administration of the Plan.

1.03 Benefits in respect of a Member whose employment ceased prior to January 1, 1992 shall be determined in accordance with the terms of the Plan at the time of such cessation of employment except as required by Applicable Pension Laws or Revenue Rules and as may be specifically provided herein.

1.04 The Plan is intended to be a pension plan accepted for registration under Revenue Rules and Applicable Pension Laws. The Plan shall be designed, written and administered to comply with the requirements for registration under Revenue Rules and Applicable Pension Laws. If the Plan fails to comply with any such requirements, then the Company may, in its sole and absolute discretion, amend the Plan so as to comply, or discontinue the Plan.

Any amendment to the Plan is conditional upon acceptance for registration under both Revenue Rules and Applicable Pension Laws and may be modified or withdrawn by the Company, in its sole and absolute discretion, if the amendment is not accepted for registration under either Applicable Pension Laws or Revenue Rules.

1.05 The Participating Employers in the establishment of the Plan and in this amendment and restatement expressly do not and have not intended to create a trust. If, and to the extent, the Plan, or the Plan together with the Funding Agreement, is construed as a trust, then the Participating Employers expressly reserve the right to revoke such trust, in accordance with the powers of amendment or the powers of termination contained in the Plan, which shall be exercised by the Company on behalf of the Participating Employers.

1.06 As a condition of participation in the Plan, the Participating Employers agree that the Plan shall not be considered to be a multi-employer pension plan within the meaning of Applicable Pension Laws and Revenue Rules.

Article 2 – Construction, Interpretation and Definitions

Construction and Interpretation

- 2.01 In the Plan, references to the masculine include the feminine and vice versa; references to the singular shall include the plural and vice versa, as the context shall require; and references to a subparagraph, paragraph, section or article mean a subparagraph, paragraph, section or article of the Plan.
- 2.02 The Plan shall be governed and administered in accordance with Revenue Rules and Applicable Pension Laws, and shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 2.03 All amounts payable under the Plan shall be construed as being expressed in the lawful currency of Canada.
- 2.04 If any provision of the Plan or part thereof is determined to be void or unenforceable in whole or in part, then such determination shall not affect the validity or enforcement of any other provision or part thereof.
- 2.05 Headings wherever used herein are for reference purposes only, and do not limit or extend the meaning of any of the Plan's provisions.

Definitions

In the Plan, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- 2.06 (a) "Actuarial(ly) Equivalent" means a benefit of equivalent value, but of different form of payment, as determined on a basis of calculation adopted by the Company on the advice of the Actuary which is in accordance with Applicable Pension Laws and Revenue Rules and in effect on the date such determination is being made. Notwithstanding the foregoing, the Company may adopt a basis that eases administration of the Plan, including the use of unisex factors, provided that such basis is not precluded by Applicable Pension Laws and Revenue Rules.
- (b) "Actuarial Present Value" means the value of a benefit, as determined on a basis of calculation adopted by the Company on the advice of the Actuary which is in accordance with Applicable Pension Laws and Revenue Rules and in effect on the date such determination is being made. Notwithstanding the foregoing, the Company may adopt a basis that eases administration of the Plan, including the use of unisex factors, provided that such basis is not precluded by Applicable Pension Laws and Revenue Rules.
- 2.07 "Actuary" means a person who is a Fellow of the Canadian Institute of Actuaries and who carries out actuarial valuations and provides actuarial advice and services at the request of the Company or the Administrator.
- 2.08 "Administrator" means the entities responsible for administering the Plan in accordance with section 21.01.

- 2.09 "Applicable Pension Laws" means the Pension Benefits Act (Ontario) and any regulation pursuant thereto and any amendments or substitutes therefor as well as any similar statute applicable in a particular circumstance and any regulation pursuant thereto adopted by the federal or any provincial government.
- 2.10 "Base Year" means the calendar year of 1989. Effective January 1, 1994, "Base Year" means the calendar year of 1991.
- 2.11 "Beneficiary" means the person last designated by the Member to receive benefits under the Plan in the event of the death of the Member in accordance with article 11.
- 2.12 "Board" means the Board of Directors of the Company.
- 2.13 "Company" means Torstar Corporation and any successor corporation, whether by amalgamation, merger or otherwise.
- 2.14 "Continuous Service" means the service of a Member as defined in section 4.01.
- 2.15 (a) "Credited Service" means the service of a Member as defined in section 4.02;
- (b) "Credited Past Service" means the portion of Credited Service prior to the Effective Date applicable to the Member, as defined in section 4.02;
- (c) "Credited Prior Service" means the portion of Credited Service during the interval from the Effective Date to December 31st of the Base Year, applicable to the Member, as defined in section 4.02; and
- (d) "Credited Future Service" means the portion of Credited Service after the Base Year, as defined in section 4.02.

- 2.16 "Date of Determination" means the date as of which a benefit is to be calculated under the Plan, as specified in each relevant section, and being:
- (a) a Member's Retirement Date, date of termination of employment or date of death, whichever shall first occur;
 - (b) the date of amendment of the Plan;
 - (c) the date of discontinuance or partial discontinuance of the Plan for the Members affected by such discontinuance; and
 - (d) the date of consolidation or merger of the Plan with another plan.
- 2.17 "Dependent Child(ren)" means a natural or adoptive child of the Member or the Member's Spouse who is supported and substantially dependent upon the Member at the time of the Member's death, and who has not attained age 18 or is in regular full-time attendance at a recognized school, university or other educational institution and has not attained age 22.
- 2.18 "Disability Pension Benefit" means the retirement income payable to a Member from the Member's Disability Retirement Date, as specified in section 9.04.
- 2.19 "Disability Retirement Date" means the date of a Member's retirement due to disability determined in accordance with section 7.04.
- 2.20 "Early Retirement Date" means the date of a Member's actual retirement determined in accordance with section 7.02.
- 2.21 (a) "Earnings" means all compensation, exclusive of job and shift differential pay, overtime pay, premium pay, expense allowances, bonuses, incentive payments, and payments (other than those made in lieu of the period of notice of

termination required under Part XIV of the Employment Standards Act (Ontario)) made as a consequence of termination of employment, received from and determined by a Participating Employer.

"Earnings" with respect to any period of Continuous Service during which the Member has not actually received Earnings from a Participating Employer and during which period Credited Service is included under subparagraphs 4.03(c)(i) or (ii) shall be deemed to have continued unchanged at the regular rate in effect immediately before such period.

"Earnings" with respect to a Base Year in which the Member has a period of Continuous Service during which he has not actually received Earnings from a Participating Employer shall be deemed to have continued unchanged at the regular rate in effect immediately before such period.

With respect to any period of Continuous Service during which the Member is employed on a part-time basis with a Participating Employer, the "Earnings" for each year of such period shall be adjusted in the ratio that,

- (i) the number of hours the Member would have worked during such year had the Member worked on a full-time basis in the same category of employment during such year, as determined by the Participating Employer, bears to
- (ii) the number of hours the Member actually worked during such year, as determined by the Participating Employer,

with such ratio not to be less than one.

- (b) "Eligible Earnings" means the portion of Earnings determined in accordance with a declaration by the Participating Employer from time to time as Earnings eligible for participation in the Plan after making allowance for

benefits and costs under government pension plans or schemes under which the Participating Employer is required to contribute either directly or indirectly. In the event of any change in amount or other provisions with respect to benefits and costs under any such government pension plan or scheme, a compensating adjustment to Eligible Earnings will immediately be declared by the Company with respect to the Member's subsequent participation. Any change in Eligible Earnings will be determined by the Company with the advice of the Actuary.

As of January 1, 1992, "Eligible Earnings" means Earnings minus 31.25% of the lesser of the YMPE and Earnings.

- (c) "Indexed Earnings" means Earnings which are increased from the later of the year in which received by the Member and 1986 to the year in which the Member's Date of Determination occurs, in accordance with increases in the Average Industrial Wage Index.

For the purpose of this paragraph 2.21(c), "Average Industrial Wage Index" means the ratio of the average weekly wages and salaries of the Industrial Aggregate in Canada, as published by Statistics Canada under the Statistics Act or such other measure prescribed under Revenue Rules, for the 12-month period ending on June 30 preceding the year in which the Member's Date of Determination occurs to the average weekly wages and salaries of the Industrial Aggregate in Canada for the 12-month period ending on June 30 preceding the later of the year in which the Earnings were received by the Member and 1986, with such ratio not to be less than one.

- (d) "Ineligible Earnings" means the portion of Earnings that are not Eligible Earnings.

(e) "Maximum Average Earnings" means the annualized average of a Member's three highest 12-month periods (which need not be consecutive) of Indexed Earnings prior to the Date of Determination or, where the Member's Continuous Service is less than 36 months, the annualized average of the Member's Indexed Earnings during his Continuous Service.

2.22 "Effective Date" means September 30, 1953, the date on which the Plan was first established.

2.23 "Employee" means a person who is regularly employed and remunerated by a Participating Employer and who is represented by a union with which the Participating Employer has a collective bargaining agreement, but shall not include a person employed on a temporary basis or for a fixed term or task whose terms of employment do not expressly provide for membership in the Plan, unless such person is specifically included as an Employee under the Plan as a term of such collective bargaining agreement.

2.24 "Excess Required Contributions" means that portion of the Member's Required Contributions made after December 31, 1986 with Interest which is in excess of 50% of the sum of the Actuarial Equivalent of the retirement income, payable in the normal form of payment as set out in section 10.01, in respect of Credited Service accrued from January 1, 1987 to the Member's Date of Determination as a Contributory Member or a Late-Start Contributory Member and the Actuarial Equivalent of the retirement income, payable in the normal form of payment as set out in section 10.01, granted by an amendment to the Plan effective on or after January 1, 1988 in respect of Credited Service prior to January 1, 1987 as a Contributory Member or a Late-Start Contributory Member.

2.25 "Fund" means the fund established for the purposes of the Plan, the assets of which are held by a Funding Agency under a Funding Agreement.

- 2.26 "Funding Agency" means a trust or insurance company or any group of individual trustees or any combination thereof eligible under Applicable Pension Laws and Revenue Rules, designated by the Company and the Administrator and holding the whole or a portion of the assets of the Fund at any time, pursuant to the terms of a Funding Agreement.
- 2.27 "Funding Agreement" means any written arrangement or agreement in force between the Company, the Administrator and any Funding Agency.
- 2.28 "Interest" means the amount of money credited to Required Contributions and Voluntary Contributions in accordance with article 6.
- 2.29 "Locked-In" means that funds transferred from the Plan to another registered vehicle must be applied towards the purchase of a deferred or immediate life annuity as prescribed under Applicable Pension Laws, and that no cash settlement or commutation of the funds will be permitted except on the death of the Member. A Member may transfer the funds to a subsequent registered vehicle prescribed under Applicable Pension Laws, provided such funds are transferred on a "Locked-In" basis.
- 2.30 "Maximum Conversion Factor" means the factor used to convert the maximum retirement income determined in accordance with the Maximum Formula to an optional form of payment, as set out in article 10.
- 2.31 "Maximum Formula" means the formula, as set out in section 8.02, used to determine the maximum lifetime retirement income in respect of Credited Service, which can be paid from the Plan.
- 2.32 (a) "Member" means an individual who has joined the Plan in accordance with article 3 and who remains contingently or absolutely entitled to a retirement income under the Plan.

- (b) "Contributory Member" means a Member who commences to make Required Contributions under the Plan from the date when he first becomes eligible, and who thereafter continues to make Required Contributions to the Plan.
- (c) "Late-Start Contributory Member" means a Member who commenced to make Required Contributions under the Plan from a date subsequent to the date when he first became eligible, and who thereafter continues to make Required Contributions to the Plan.
- (d) "Non-Contributory Member" means a Member who elected not to make Required Contributions under the Plan when he first became eligible and who has thereafter elected not to make Required Contributions under the Plan, as permitted under the terms of the Plan prior to July 21, 1992.

2.33 "Normal Retirement Date" means the date specified in section 7.01.

2.34 "Participating Employer" means any Related Employer, or a division of a Related Employer, which may be invited by the Company from time to time to participate in the Plan in accordance with such terms as the Company shall deem reasonable, and which, by appropriate action of the Related Employer's board of directors, has elected to make the Plan applicable to its employees. Acceptance of an additional Related Employer as a Participating Employer and removal of a Participating Employer shall be evidenced by an amendment to the Plan.

As of January 1, 1992, the following are Participating Employers:

- Torstar Corporation, and
- Toronto Star Newspapers Limited.

- 2.35 "Part-time Percentage Worked" means 100% if the Member is employed on a full-time basis with a Participating Employer in a Plan Year. For a Member employed on a part-time basis with a Participating Employer in a Plan Year, "Part-time Percentage Worked" means the ratio that:
- (i) the number of hours the Member actually worked during the year, as determined by the Participating Employer, bears to
 - (ii) the number of hours the Member would have worked during the year had the Member worked on a full-time basis in the same category of employment during the year, as determined by the Participating Employer,
- with such ratio not to be greater than one.
- 2.36 "Pension Commencement Date" means the Member's Retirement Date, except where the Member retires on an Early Retirement Date and elects to postpone the commencement of his retirement income, in which case "Pension Commencement Date" means the date on which payment of the Member's retirement income commences pursuant to an election by the Member.
- 2.37 "Photo-Engraver" means an Employee engaged in the process of photo-engraving and its attendant work and who is a member of Graphic Communications International Union No. 500M.
- 2.38 "Plan" means the "Toronto Star Pension Plan" organized and administered in accordance with the terms of this document as amended from time to time.
- 2.39 "Plan Benefit" means the annual retirement income determined in accordance with section 8.03.

- 2.40 "Plan Conversion Factor" means the factor used to convert the retirement income determined in accordance with the Plan Formula to an optional form of payment, as set out in article 10.
- 2.41 "Plan Formula" means the formula, as set out in section 8.01, used to calculate the Plan benefits in respect of Credited Service, before limiting such benefits to the benefits calculated under the Maximum Formula.
- 2.42 "Plan Year" means a calendar year beginning on January 1 and ending on December 31.
- 2.43 "Postponed Retirement Date" means the date specified in section 7.03.
- 2.44 "Related Employer" means the Company, an employer that is a company that is related within the meaning of the Income Tax Act (Canada) to a Participating Employer, or a partnership or joint venture in which a Participating Employer is a partner or joint venturer and in respect of which such Participating Employer does not act at arm's length.
- 2.45 "Required Contributions" means contributions which the Member is required to make to the Plan in accordance with article 5.
- 2.46 "Retirement Date" means the Disability, Early, Normal or Postponed Retirement Date on which a Member actually retires or is deemed to retire.
- 2.47 "Revenue Rules" means the provisions of the Income Tax Act (Canada) and any provincial income tax act, and any relevant regulations thereto, as they may be amended from time to time, that may be applicable to the Plan.

2.48 "Spouse" means, in relation to a Member, the person of opposite sex who, at the earlier of the Member's Pension Commencement Date and the date of the Member's death, meets one of the following eligibility requirements:

- (a) the person who is married to the Member, or
- (b) the person who is not married to the Member but is living with the Member in a conjugal relationship,
 - (i) continuously for a period of not less than three years, or
 - (ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act (Ontario);

provided that the person is not living separate and apart from the Member at that time.

2.49 "Temporary Suspension of Employment" means any suspension of employment that lasts less than two years and is expected to be temporary in nature or any period of lay-off.

2.50 "Voluntary Contributions" means the contributions the Member makes in accordance with article 16.

2.51 "YMPE" means the Year's Maximum Pensionable Earnings as defined each year under the Canada Pension Plan as may be amended from time to time, or under any superseding legislation.

Article 3 — Eligibility and Membership

3.01 Employee Eligibility

An Employee is eligible to join the Plan upon completion of the requirements set out in section 3.02, if he is not a member of any other registered pension plan which is sponsored by a Participating Employer and which is under the Participating Employer's sole direction and control.

3.02 Membership Requirements

- (a) Each Employee who is employed on a full-time basis, other than a Photo-Engraver who became employed prior to July 21, 1992, shall become a Contributory Member from the date of his completion of three months of Continuous Service.
- (b) Each Employee who is a Photo-Engraver and who became employed on a full-time basis prior to July 21, 1992 may elect to become a Contributory Member on completion of the requirements stated in paragraph (a), and if he does not so elect to become a Contributory Member, he shall become a Non-Contributory Member on completion of the following requirements:
 - (i) completion of three months of Continuous Service, and
 - (ii) attainment of age 30.
- (c) Each Employee who is not employed on a full-time basis may elect to become a Contributory Member from the date of his completion of three months of Continuous Service.

3.03 Non-Contributory Members Employed on a Full-Time Basis

Each Employee who is a Non-Contributory Member and who is employed on a full-time basis may elect to become a Late-Start Contributory Member within six months after the date he receives written information detailing the amount of his Required Contributions to be made under the Plan.

3.04 Non-Contributory Members Not Employed on a Full-time Basis

- (a) Effective September 1, 1992, an Employee who is not employed on a full-time basis and who is enrolled in the Plan as a Non-Contributory Member shall either suspend active membership in the Plan or elect to become a Late-Start Contributory Member and thereby commence making Required Contributions to the Plan in accordance with article 5. Such election shall be made within the time and on the form prescribed by the Administrator.
- (b) Notwithstanding paragraph (a), an Employee who is represented by the Southern Ontario Newspaper Guild Local 87 and who was employed on a regular basis before May 19, 1963 or an Employee who is represented by the Graphic Communications International Union Local N-1 and who was employed on a regular basis before April 18, 1975, and who is enrolled in the Plan as a Non-Contributory Member, shall be permitted to remain a Non-Contributory Member.
- (c) A Non-Contributory Member who elects to suspend active membership in the Plan in accordance with paragraph (a), shall cease to accrue benefits as of August 31, 1992. Benefits earned by such Member prior to September 1, 1992 shall remain in the Plan until the Member's Date of Determination. Continuous Service after August 31, 1992 shall be considered to continue for the purposes of the Plan until the Member's Date of Determination. Credited Service shall cease to accrue as of August 31, 1992.

- (d) A Non-Contributory Member who elects to suspend membership in the Plan in accordance with paragraph (a) may subsequently elect to become a Late-Start Contributory Member by completing the application form prescribed by the Administrator within the time specified by the Administrator. The period of Credited Service accrued to the Employee as of August 31, 1992 shall be added to the Credited Service accrued to the Employee after the date Required Contributions commence to be made to the Plan as if the two periods are contiguous for purposes of calculating the benefit to which the Member is entitled under the Plan.
- (e) While an Employee, a Non-Contributory Member who elects to commence making Required Contributions to the Plan in accordance with paragraphs (a) or (d) may not terminate membership in the Plan.

3.05 **Participating Employer May Contribute to Other Plans**

A Participating Employer may, on or after July 1, 1975, at its sole discretion make contributions to other plans designed to provide retirement income for Employees, and such contributions shall not preclude such Employees from eligibility for membership in the Plan.

3.06 **Not a Contract of Employment**

Nothing herein contained shall be deemed to give any Employee the right to be retained in the service of a Participating Employer or to interfere with the rights of a Participating Employer to discharge or lay off any Employee at any time and to treat such Employee without regard to the effect which such treatment might have under the Plan upon such Employee.

3.07 Enrolment

- (a) Upon joining the Plan, the Employee shall complete and sign an enrolment form prescribed by the Administrator. Such enrolment form for a Contributory Member shall include authorization for the Participating Employer to make payroll deductions in respect of Required Contributions.
- (b) A Non-Contributory Member who elects to become a Late-Start Contributory Member in accordance with section 3.03 and paragraphs 3.04(a) and 3.04(d) shall complete and sign a form prescribed by the Administrator authorizing payroll deductions in respect of Required Contributions.

3.08 No Discontinuance of Membership

Except as provided in section 3.04, a Member may not terminate, suspend or withdraw from participation in the Plan while an Employee.

Article 4 – Service

4.01 Continuous Service

- (a) "Continuous Service" means the period of uninterrupted employment of a Member with a Related Employer, beginning with the date on which the Member was last hired by a Related Employer or any predecessor entity acquired by a Related Employer and ending on the earliest of:
- (i) the Member's no longer being employed by any Related Employer;
 - (ii) the Member's death;
 - (iii) the Member's Retirement Date; and
 - (iv) the discontinuance or partial discontinuance of the Plan for Members affected by such discontinuance without immediate substitution of a successor registered pension plan.
- (b) The following shall not constitute interruption of employment, unless and until the Member fails to return to active employment upon expiry of the period concerned:
- (i) periods of vacation with pay granted by a Related Employer;
 - (ii) leave of absence duly authorized by a Related Employer, including, but not restricted to, leave on account of sickness, accident, disability, maternity or parenting;
 - (iii) Temporary Suspension of Employment; and

- (iv) in the event of a national emergency, the Member's joining the Canadian armed forces or engaging full-time in national service work for Canada.

To the extent that periods are included in Credited Service by virtue of paragraph 4.03(c), such periods shall also be included in Continuous Service.

4.02 **Credited Service**

"Credited Service" with respect to a Member means the sum of his Credited Past Service, Credited Prior Service and Credited Future Service, where:

- (a) "Credited Past Service" means, for the period prior to the Effective Date, the number of years of Continuous Service subsequent to the completion of the following requirements:
 - (i) completion of one year of Continuous Service; and
 - (ii) attainment of age 21 in the case of a Contributory Member, or attainment of age 30 in the case of a Late-Start Contributory Member or a Non-Contributory Member.
- (b) "Credited Prior Service" means the period of Continuous Service from the Effective Date to December 31st of the Base Year during which:
 - (i) the Member made Required Contributions to the Plan or was deemed to have made Required Contributions to the Plan in accordance with section 5.03; or
 - (ii) the Member was a Non-Contributory Member.

- (c) "Credited Future Service" means the period of Continuous Service subsequent to December 31st of the Base Year during which:
 - (i) the Member made Required Contributions to the Plan or was deemed to have made Required Contributions to the Plan in accordance with section 5.03; or
 - (ii) the Member was a Non-Contributory Member.

4.03 **Adjustments, Exclusions and Inclusions of Credited Service**

Notwithstanding section 4.02, Credited Service is subject to the following adjustments, exclusions and inclusions.

(a) **Adjustments for Less-Than-Full-Time Work**

With respect to any period of Continuous Service during which the Member is employed on a part-time basis with a Participating Employer, Credited Service for each month of such period shall be adjusted in the ratio that:

- (i) the number of hours the Member actually worked during such month, as determined by the Participating Employer, bears to
- (ii) the number of hours the Member would have worked during such month had the Member worked on a full-time basis in the same category of employment during such month, as determined by the Participating Employer,

with such ratio not to exceed one.

(b) **Exclusions from Credited Service**

Credited Service shall exclude:

- (i) any period of active membership of a Member in a registered pension plan of a Related Employer other than the Plan, or a plan which is not sponsored by the Related Employer and which is not under the Related Employer's sole direction and control, for which a benefit is accrued;
- (ii) any period of leave of absence or military service as described in subparagraphs 4.01(b)(ii) and 4.01(b)(iv) during which such Member is not receiving remuneration from a Participating Employer, unless such period is specifically included in Credited Service under paragraph (c); and
- (iii) any period of Temporary Suspension of Employment as described in subparagraph 4.01(b)(iii).

(c) **Special Inclusions in Credited Service**

Credited Service shall include:

- (i) any period during which:
 - (A) the Member is a Contributory Member or a Late-Start Contributory Member, and
 - (B) the Member is not receiving remuneration from a Participating Employer, and

- (C) either:
 - (1) any legislation applicable to the Member requires that the Member be permitted to make contributions to the Plan that would have been required had the Member been active at work during such period, or
 - (2) the Member is disabled in accordance with section 14.01 or is receiving a Disability Pension Benefit (provided such period is not otherwise included pursuant to clause (1) above), or
 - (3) the Member is on a leave of absence for which the Member has received a fellowship approved by the Company, including but not restricted to the Southam Fellowship or the Martin Goodman Fellowship, and during which the Member is permitted by the Company to make contributions to the Plan, and
 - (D) the Member elects to make such Required Contributions in accordance with section 5.02 or has Required Contributions made on his behalf by the Participating Employer in accordance with paragraph 5.03(b); and
- (ii) any period during which:
- (A) the Member is a Non-Contributory Member, and
 - (B) the Member is not receiving remuneration from a Participating Employer, and

(C) either:

- (1) any legislation applicable to the Member requires that the Member continue to accrue benefits during such period, or
- (2) the Member is disabled in accordance with section 14.01 or is receiving a Disability Pension Benefit (provided such period is not otherwise included pursuant to clause (1) above), or
- (3) the Member is on a leave of absence for which the Member has received a fellowship approved by the Company, including but not restricted to the Southam Fellowship or the Martin Goodman Fellowship, and during which the Member is permitted by the Company to continue to accrue benefits under the Plan.

For each period included in Credited Service as a result of subparagraphs (i) and (ii), the monthly number of hours worked by the Member during such period is deemed to equal the monthly average of the hours worked by the Member during the three months preceding such period.

In no event, however, shall the total periods of Credited Service included under subparagraphs (i) and (ii) in respect of a Member, excluding those throughout which the Member is disabled in accordance with section 14.01 or receiving a Disability Pension Benefit, exceed the sum of (iii) and (iv):

(iii) five years; and

- (iv) the number of periods of parenting, as defined in Revenue Rules, subject to a maximum of 36 months of such periods of parenting and a maximum of 12 months for any one period of parenting.

4.04 **Transfer of Employment**

(a) **Pension Transfer Policy**

"Pension Transfer Policy" means the transfer policy adopted by the Board which addresses the treatment of service and the accrual of benefits in the event an individual is transferred:

- (i) to or from another registered pension plan sponsored by the Company; or
- (ii) to or from a registered pension plan sponsored by a Related Employer.

Notwithstanding the above, the Pension Transfer Policy shall not apply to transfers to or from the following registered pension plans sponsored by the Company:

- (iii) the Plan;
- (iv) the Torstar Pension Plan; and
- (v) the Torstar II Pension Plan.

(b) **Transfer to or from Another Registered Pension Plan Sponsored by the Company to which the Pension Transfer Policy Applies**

If a participant of another registered pension plan sponsored by the Company:

- (i) becomes classified as an Employee under the terms of the Plan,
- (ii) becomes a Member of the Plan, and
- (iii) has a transfer value, calculated in accordance with the Pension Transfer Policy, transferred to the Plan,

then benefits shall be payable from the Plan in respect of the service used in determining accrued benefits under the terms of the other registered pension plan, to the date the Employee becomes a Member of the Plan. The benefits payable under the Plan in respect of such service shall be determined in accordance with the terms of the Pension Transfer Policy.

If a Member:

- (iv) ceases to be classified as an Employee under the terms of the Plan,
- (v) becomes classified as an "Employee" under the terms of another registered pension plan sponsored by the Company, and
- (vi) elects to join the other registered pension plan,

then a transfer value in respect of benefits accrued under the Plan may be transferred to the other registered pension plan. The transfer value shall be determined in accordance with the terms of the Pension Transfer Policy. Where a transfer of funds has been made from the Plan, there shall be no further liability under the Plan for any benefits relating to such funds.

(c) **Transfer to or from Another Registered Pension Plan sponsored by the Company to which the Pension Transfer Policy does not Apply**

If a participant of another registered pension plan sponsored by the Company:

- (i) becomes classified as an Employee under the terms of the Plan,
- (ii) becomes a Member of the Plan, and
- (iii) has a transfer value, calculated in accordance with the terms of such other pension plan and the administrative practices of the Company, transferred to the Plan,

then benefits shall be payable from the Plan in respect of the service used in determining accrued benefits under the terms of the other registered pension plan, to the date the Employee becomes a Member of the Plan. The benefits payable under the Plan at the date of transfer in respect of such service shall be equal to the benefits accrued under the other registered pension plan.

If a Member:

- (iv) ceases to be classified as an Employee under the terms of the Plan,
- (v) becomes classified as an "Employee" under the terms of another registered pension plan sponsored by the Company, and
- (vi) elects to join the other registered pension plan,

then a transfer value in respect of benefits accrued under the Plan may be transferred to the other registered pension plan. The transfer value shall be determined in accordance with the terms of the Plan and the administrative practices of the Company. Where a transfer has been made, there shall be no further liability under the Plan for any benefits relating to such funds.

(d) **Transfer to and from a Related Employer**

In the event a participant of a Related Employer's registered pension plan is transferred to the employ of a Participating Employer and is classified as an Employee under the terms of the Plan, benefits shall be payable from the Plan in respect of service used in determining benefits accrued by the Employee to the transfer date under the terms of the Related Employer's registered pension plan. The benefits payable under the Plan in respect of such service shall be determined in accordance with the applicable provisions of the Pension Transfer Policy.

In the event the employment of a Member is transferred to a Related Employer which maintains a registered pension plan, a transfer value in respect of the Member's benefit accrued under the Plan to the Member's transfer date may be transferred to the Related Employer's registered employees' pension plan. The transfer value shall be determined in accordance with the provisions of the Pension Transfer Policy. Where a transfer has been made, there shall be no further liability under the Plan for any benefits relating to such funds.

(e) **Transfer Between Participating Employers and Continuing as an Employee**

The transfer of a Member from one Participating Employer to another Participating Employer such that the Member still remains an Employee for the purposes of the Plan, shall not constitute a termination of employment for the purposes of article 12, and such person will continue to be a Member of the Plan and shall accrue Continuous Service and Credited Service without interruption.

Article 5 — Required Contributions

5.01 Required Contributions

In each calendar year or portion thereof prior to January 1, 1994, each Contributory Member and each Late-Start Contributory Member shall be required to contribute to the Plan, by regular payroll deduction, the product of (a) and (b), where:

- (a) is 5.0% of Eligible Earnings; and
- (b) is the Part-time Percentage Worked.

In each calendar year or portion thereof on and after January 1, 1994, each Contributory Member and each Late-Start Contributory Member shall be required to contribute to the Plan, by regular payroll deduction, the product of (c) and (d), where:

- (c) is 6.0% of Eligible Earnings; and
- (d) is the Part-time Percentage Worked.

For purposes of this section 5.01, Eligible Earnings for a period during which the Member does not receive remuneration from a Participating Employer shall be nil.

Such Required Contributions shall cease upon the earliest of:

- (e) the Member's transfer to a category of employment where the Member ceases to be an Employee,
- (f) the Member's termination of employment,

- (g) the Member's Retirement Date,
- (h) the Member's death,
- (i) the date of discontinuance or partial discontinuance of the Plan for Members affected by such discontinuance, or
- (j) such other date as is provided for in section 5.03.

In no event shall the Required Contributions made by a Member during any calendar year exceed the product of (k), (l) and (m):

- (k) four and one-half;
- (l) \$1,722.22 or such higher amount that is permitted under Revenue Rules as the maximum unit benefit accrual for retirements during that calendar year; and
- (m) the Member's Credited Service in respect of that calendar year.

All Required Contributions shall be paid into the Fund within the time limits specified in Applicable Pension Laws.

5.02 Required Contributions during Leave of Absence

A Contributory Member or a Late-Start Contributory Member who is on a period of leave during which the Member does not receive any remuneration from the Participating Employer and where either:

- (a) legislation applicable to the Member requires that the Member be permitted to make Required Contributions to the Plan during such period, or

- (b) the Member is on a leave of absence for which the Member has received a fellowship approved by the Company, including but not restricted to the Southam Fellowship or the Martin Goodman Fellowship,

may elect to make the Required Contributions that he would have been required to make had he been in active employment during such period.

5.03 Non-Contributing Members

- (a) A Contributory Member or a Late-Start Contributory Member shall not contribute to the Plan if the Member does not receive remuneration from the Participating Employer while on lay-off or other leave of absence, unless the Member is permitted to elect and elects to make Required Contributions in accordance with section 5.02. Upon the return to work of a Contributory Member or a Late-Start Contributory who did not make Required Contributions during a period of lay-off or other leave of absence, Required Contributions shall resume immediately.
- (b) Notwithstanding paragraph (a), a Contributory Member or a Late-Start Contributory Member who is entitled to benefits under the Participating Employer's Long-Term Disability Insurance Plan or under section 9.04, shall have Required Contributions made on his behalf by the Participating Employer so long as he is eligible for such benefits. The Required Contributions made by the Participating Employer shall be in the same amount as the Required Contributions that the Member would have been required to make had the Member been in active employment during such period. Upon the return to work of a Contributory Member or a Late-Start Contributory Member in respect of whom Required Contributions are made by a Participating Employer pursuant to this paragraph (b), Required Contributions shall resume immediately.

Article 6 – Interest Credits

6.01 Compounding

Interest shall commence to accrue to Required Contributions and Voluntary Contributions, including contributions held under the Plan by Members who terminated prior to January 1, 1992, from the first day of the month following the date on which such contributions or amounts are required to be paid into the Plan. Interest shall be credited annually at the end of each Plan Year, and to the first day of the month in which a benefit payment is made under the Plan for the Member or up to the Member's Retirement Date, whichever shall first occur.

6.02 Rate of Interest - Full Year

- (a) Prior to January 1, 1988, the rate of Interest credited to accumulated Required Contributions at the end of each Plan Year shall be at a rate established under the terms of the Plan at that time.
- (b) On and after January 1, 1988, the rate of Interest credited to accumulated Required Contributions at the end of each Plan Year shall be the calendar-year average on the yields of five-year, personal fixed term, chartered bank deposit rates published in the Bank of Canada Review as CANSIM series B14045 for the preceding calendar year.

6.03 Rate of Interest - Partial Year

The annualized rate of Interest credited to accumulated Required Contributions for the partial year in which payment falls due shall be at the rate specified in section 6.02 in respect of the previous Plan Year, adjusted on a pro-rata basis to reflect the completed months in the calendar year up to the date of payment.

6.04 **Rate of Interest - Voluntary Contributions**

The annual rate of Interest credited to accumulated Voluntary Contributions shall be the rate of return attributable to that part of the Fund to which the Voluntary Contributions are made, as determined by the Administrator.

Article 7 – Retirement Dates

7.01 Normal Retirement

The Normal Retirement Date of a Member is the last day of the month in which the Member attains age 65.

7.02 Early Retirement

A Member may retire on an Early Retirement Date, which shall be the last day of any month during the 10-year period immediately preceding the Member's Normal Retirement Date.

7.03 Postponed Retirement

If the Member continues in the employ of a Participating Employer beyond the Normal Retirement Date, then the Member shall retire, or be deemed to have retired for the purposes of the Plan, not later than the last day of December of the calendar year during which the Member attains age 71. The date of the Member's actual or deemed retirement in accordance with this paragraph shall be the Postponed Retirement Date.

7.04 Disability Retirement

A Member who is accruing Continuous Service and who, prior to his Normal Retirement Date,

- (a) suffers from a physical or mental impairment, as certified in writing by a qualified medical doctor selected by the Company who is licensed to practice under the laws of a province or of the place where the Member resides, that prevents the Member from engaging in any employment for which the

Member is reasonably suited by virtue of his education, training or experience, and if there is no reasonable expectation that the Member will recover from the disability,

- (b) is not entitled to receive any other direct or indirect compensation or payment from the Participating Employer in respect of such disability, except for any lump-sum payment made pursuant to a Collective Bargaining Agreement, and
- (c) makes an application to the Administrator for commencement of retirement income,

shall retire on the last day of the month in which the decision to commence retirement income is approved by the Administrator. The date of the Member's retirement in accordance with this paragraph shall be the Disability Retirement Date.

In the event of the death of an incapacitated Member who is not eligible for retirement hereunder by reason of his entitlement to some other direct or indirect compensation or payment from the Participating Employer in respect of such disability, he may, at the discretion of the Administrator, be deemed to have retired immediately preceding his death if this would be advantageous to the Member's Spouse, if any, or his Beneficiary. The Member's retirement date in accordance with this paragraph shall be the Disability Retirement Date. The decision of the Administrator as to his eligibility for retirement under the Plan under such circumstances shall be subject only to appeal to or review by the Company, whose decision shall be final and conclusive.

Article 8 – Retirement Income Formulae

The formulae shown in this article are used in the calculation of the retirement income in respect of a Member, and the amount derived therefrom is the basis on which the actual amount of retirement income will be determined in accordance with the applicable provisions of the Plan. The amount of annual retirement income will be determined as of a Member's Date of Determination.

8.01 Plan Formula

The Plan Formula shall be the sum of:

- the Credited Future Service Formula,
- the Credited Past Service and Credited Prior Service Formulae for a Contributory Member,
- the Credited Past Service and Credited Prior Service Formulae for a Non-Contributory Member, and
- the Credited Past Service and Credited Prior Service Formulae for a Late-Start Contributory Member,

as described in this section.

(a) **Credited Future Service Formula**

The retirement income in respect of Credited Future Service shall be the product of (i) and (ii), where:

(i) is the sum of (A) and (B), where:

(A) is 2% of Eligible Earnings in respect of Credited Future Service in a Plan Year during which the Member was a Contributory Member or a Late-Start Contributory Member; and

(B) is 1% of Eligible Earnings in respect of Credited Future Service in a Plan Year during which the Member was a Non-Contributory Member; and

(ii) is the Part-time Percentage Worked.

(b) **Credited Past Service and Credited Prior Service Formulae as a Contributory Member**

The retirement income in respect of Credited Past Service and Credited Prior Service as a Contributory Member shall be (i) minus (ii), where:

(i) is the product of (A) and (B), where:

(A) is 2% of Earnings in the Base Year; and

(B) is the sum of Credited Past Service and Credited Prior Service (fractional months taken to the next whole month),

(ii) is the product of (C) and (D), where:

(C) is 2% of Ineligible Earnings in the Base Year; and

(D) is Credited Prior Service subsequent to January 1, 1966
(fractional months taken to the next whole month).

In no event shall the retirement income determined in this paragraph (b) be less than the retirement income accrued to December 31st of the Base Year in respect of Credited Past Service and Credited Prior Service as a Contributory Member.

(c) **Credited Past Service and Credited Prior Service Formulae as a Non-Contributory Member**

The retirement income in respect of Credited Past Service and Credited Prior Service as a Non-Contributory Member shall be (i) minus (ii), where:

(i) is the product of (A) and (B), where:

(A) is 1% of Earnings in the Base Year; and

(B) is the sum of Credited Past Service and Credited Prior Service (fractional months taken to the next whole month),

(ii) is the product of (C) and (D), where:

(C) is 1% of Ineligible Earnings in the Base Year; and

(D) is Credited Prior Service subsequent to January 1, 1966
(fractional months taken to the next whole month).

In no event shall the retirement income determined in this paragraph (c) be less than the retirement income accrued to December 31st of the Base Year in respect of Credited Past Service and Credited Prior Service as a Non-Contributory Member.

(d) **Credited Past Service and Credited Prior Service Formulae as a Late-Start Contributory Member**

The retirement income in respect of Credited Past Service and Credited Prior Service as a Late-Start Contributory Member shall be the sum of (i), (ii) and (iii), where:

(i) is the product of (A), (B) and (C), where:

(A) is Earnings in the Base Year;

(B) is (1) plus (2), divided by (3):

(1) 2% for each year (including fractional months) of Credited Prior Service and Credited Future Service during which the Member made, or was deemed to have made, Required Contributions,

(2) 1% for each year (including fractional months) of any Credited Prior Service and any Credited Future Service during which the Member was not required to make, and was not deemed to have made, Required Contributions,

(3) the sum of Credited Prior Service and Credited Future Service;

- (C) is Credited Past Service subsequent to the Member's attainment of age 30 (fractional months taken to the next whole month);
- (ii) is the retirement income determined in accordance with paragraph (b) for Credited Prior Service during which the Member was a Late-Start Contributory Member; and
- (iii) is the retirement income determined in accordance with paragraph (c) for Credited Prior Service during which the Member was a Non-Contributory Member.

8.02 **Maximum Formula**

The Maximum Formula shall be the product of (a) and (b), where:

- (a) is the lesser of (i) and (ii) as follows:
 - (i) 2% of the Maximum Average Earnings; and
 - (ii) \$1,722.22 or such higher amount at the Date of Determination which may be used to determine the maximum retirement income under Revenue Rules;
- (b) is the sum of (i) and (ii), where:
 - (i) is the lesser of (A) and (B) as follows:
 - (A) Credited Service prior to January 1, 1992; and
 - (B) 35 years;
 - (ii) Credited Service after December 31, 1991.

8.03 **Plan Benefit**

The Plan Benefit shall be the lesser of the Plan Formula and the Maximum Formula.

Article 9 – Amount of Retirement Income

9.01 Normal Retirement

A Member who retires on the Normal Retirement Date shall receive an amount of retirement income commencing from the Member's Normal Retirement Date and determined as the lesser of (a) and (b), where:

- (a) is the Plan Formula computed using the Member's Normal Retirement Date as the Date of Determination, multiplied by the Plan Conversion Factor at the Normal Retirement Date; and
- (b) is the Maximum Formula computed using the Member's Normal Retirement Date as the Date of Determination, multiplied by the Maximum Conversion Factor at the Normal Retirement Date.

9.02 Early Retirement

(a) A Member who is accruing Continuous Service and who retires on an Early Retirement Date shall receive an amount of retirement income commencing from the Member's Pension Commencement Date determined as the lesser of (i) and (ii), where:

- (i) is the Plan Formula computed using the Member's Early Retirement Date as the Date of Determination, multiplied by the Plan Conversion Factor at the Pension Commencement Date, and multiplied by the early retirement factor based on the Pension Commencement Date, in accordance with paragraph (b); and

- (ii) is the Maximum Formula computed using the Member's Pension Commencement Date as the Date of Determination, multiplied by the Maximum Conversion Factor at the Pension Commencement Date, and multiplied by the applicable early retirement factor based on the Pension Commencement Date, in accordance with paragraph (c).
- (b) For Members whose Early Retirement Date is prior to January 1, 1994, the early retirement factor referenced in subparagraph (a)(i) shall be 100% less the percentage determined by reference to the following table multiplied by the number of months by which the Member's Pension Commencement Date precedes the Member's Normal Retirement Date.

**Period in Months by Which the
Pension Commencement Date**

**Precedes the Normal
Retirement Date**

**Early Retirement Date Prior to
January 1, 1994**

0	0%
12	0%
24	0%
36	0%
48	1/12 of 1%
60	1/12 of 2%
72	1/12 of 3%
84	1/12 of 4%
96	1/12 of 4%
108	1/12 of 4%
120	1/12 of 4%

For periods not shown above, the appropriate percentage shall be the percentage determined by reference to the next highest number of months shown above.

For Members whose Early Retirement Date is on or after January 1, 1994, the early retirement factor referenced in subparagraph (a)(i) shall be 100% less 1/12 of 4% for each month, if any, by which the Member's Pension Commencement Date precedes the last day of the month in which the Member attains age 62.

(c) The early retirement factor referenced in subparagraph (a)(ii) shall be 100% less 1/12 of 3% for each month, if any, by which the Member's Pension Commencement Date precedes the earliest of:

- (i) the date the Member attains age 60;
- (ii) the date the Member completed 30 years of Continuous Service, or would have completed 30 years of Continuous Service had the Member continued in employment after his Early Retirement Date;
- (iii) the date on which the sum of the Member's age and Continuous Service is, equal to 80 years, or would have been equal to 80 years had the Member continued in employment after his Early Retirement Date.

For purposes of subparagraphs 9.02(c)(ii) and 9.02(c)(iii), Continuous Service shall exclude any non-pensionable service performed with a Related Employer during which the Related Employer was not a Participating Employer, unless such service is included as Credited Service.

9.03 **Postponed Retirement**

A Member retiring on a Postponed Retirement Date shall receive an amount of retirement income commencing from the Member's Postponed Retirement Date and determined as the lesser of (a) and (b), where:

- (a) is the Plan Formula computed using the Member's Postponed Retirement Date as the Date of Determination, multiplied by the Plan Conversion Factor at the Postponed Retirement Date; and
- (b) is the Maximum Formula computed using the Member's Postponed Retirement Date as the Date of Determination, multiplied by the Maximum Conversion Factor at the Postponed Retirement Date.

9.04 **Disability Retirement**

- (a) A Member retiring on a Disability Retirement Date shall receive an amount of retirement income commencing from the Member's Disability Retirement Date and determined as the lesser of (i) and (ii), where:
 - (i) is the Plan Formula computed using the Member's Disability Retirement Date as the Date of Determination, multiplied by the Plan Conversion Factor at the Disability Retirement Date; and
 - (ii) is the Maximum Formula computed using the Member's Disability Retirement Date as the Date of Determination, multiplied by the Maximum Conversion Factor at the Disability Retirement Date.
- (b) A Member who has completed five years of Credited Service, but not 15 years of Credited Service at his Disability Retirement Date, shall have the Plan Formula in subparagraph 9.04(a)(i) computed assuming his Credited

Service was equal to 15 years and his Earnings continued unchanged at the regular rate in effect immediately before his Disability Retirement Date. Any additional Credited Service provided under this paragraph shall be deemed to be Credited Future Service. If the sum of Credited Service at the Disability Retirement Date and any additional Credited Future Service provided under this paragraph exceeds the number of years of Credited Service the Member would have at the Normal Retirement Date, then such additional Credited Future Service shall be reduced by the excess.

- (c) The retirement income calculated in accordance with paragraphs 9.04(a) and 9.04(b) shall be referenced as the Disability Pension Benefit.
- (d) If a Member is entitled to additional Credited Future Service in accordance with paragraph 9.04(b), then in no event shall the Disability Pension Benefit exceed the YMPE for the year in which the Member's retirement income commences to be paid.
- (e) The Disability Pension Benefit will be payable only during the Member's disablement, and its continuance will be subject to such medical examinations and other evidence as may be required by the Administrator from time to time.
- (f) The decision of the Administrator with respect to the initial or continued eligibility of the Member for such Disability Pension Benefit shall be subject only to appeal to or review by the Company, whose decision shall be final and conclusive.
- (g) If the Administrator decides that the Member does not continue to qualify for such Disability Pension Benefit, then payment thereof shall cease, subject only to appeal to or review by the Company, whose decision shall be final and conclusive. However, irrespective of whether or not the Member is re-

employed by a Participating Employer on cessation of his Disability Pension Benefit, the Member shall then be entitled to any benefit to which he was entitled under the Plan according to his Credited Service and Earnings as if the Member had not retired on his Disability Retirement Date.

- (h) A Member who is receiving a Disability Pension Benefit immediately before his Normal Retirement Date shall have his Disability Pension Benefit cease, and shall commence to receive retirement income determined in accordance with section 9.01 as of his Normal Retirement Date. Such retirement income shall include any retirement income determined in accordance with sections 9.05 and 9.06.

9.05 Retirement Benefits From Excess Required Contributions

A Member who is eligible to receive benefits in accordance with section 9.01, 9.02 or 9.03 shall receive a lump-sum cash payment resulting from his Excess Required Contributions. The Member may elect in lieu of the cash payment to receive additional retirement income from the Plan that may be provided by such Excess Required Contributions and payable in the same form of payment as the retirement income in the preceding sections of this article.

9.06 Minimum Pre-1987 Retirement Benefit

Notwithstanding section 9.01, 9.02 or 9.03, in no event shall the Actuarial Equivalent of the Member's retirement income accrued during the period January 1, 1965 to December 31, 1986, inclusive, but excluding any retirement income granted in respect of Credited Service prior to January 1, 1987 by an amendment to the Plan effective on or after January 1, 1988, be less than the Member's Required Contributions made to the Plan during the said period, with Interest.

Article 10 — Payment of Retirement Benefits

10.01 Normal Form

- (a) Subject to sections 10.02 and 10.03, the normal form of payment of retirement income payable under article 9 or 12 to a Member without a Spouse or to a Member who, together with his Spouse, has waived the entitlement to a retirement income in the statutory spousal form under section 10.02, shall be an annual retirement income payable in equal monthly instalments for the life of the Member with the last payment due on the last day of the month in which the death of the Member occurs and with a guarantee that, if the Member dies before 120 payments are made, then the remaining payments shall be paid to the Member's Beneficiary.
- (b) The Plan Conversion Factor and the Maximum Conversion Factor for a Member who receives retirement income in the normal form of payment described in paragraph (a) shall both be one.

10.02 Statutory Spousal Form

- (a) Subject to section 10.03, the retirement income payable under article 9 or 12 to a Member who has a Spouse on his Pension Commencement Date, and provided the Member and the Spouse have not waived, in prescribed form, the right to a contingent pension, shall be payable in equal monthly instalments for the life of the Member with the last payment due to the Member on the last day of the month in which the death of the Member occurs, and 60% of this retirement income continuing to be paid to the Member's Spouse commencing on the last day of the month following the month in which the death of the Member occurs and ending on the last day of the month in which the death of the Member's Spouse occurs.

- (b) The value of the benefit payable under paragraph (a) shall be determined based on the Plan Conversion Factor and the Maximum Conversion Factor set out in paragraphs 10.02(c) and 10.02(d).
- (c) The Plan Conversion Factor for a Member who receives retirement income in the statutory spousal form of payment described in paragraphs 10.02(a) and 10.02(b) shall be the ratio of:
 - (i) the Actuarial Present Value of \$1 of monthly income payable in the normal form of payment as set out in paragraph 10.01(a), to
 - (ii) the Actuarial Present Value of \$1 of monthly income payable in the statutory spousal form of payment as set out in paragraph 10.02(a),with such ratio not to exceed one.
- (d) The Maximum Conversion Factor for a Member who receives retirement income in the statutory spousal form of payment described in paragraphs 10.02(a) and 10.02(b) shall be one.

10.03 Election of Optional Form

- (a) In lieu of the retirement income prescribed by sections 10.01 and 10.02, a Member may, in the written form prescribed by and filed with the Administrator within the 90-day period immediately preceding payment of the first instalment of the benefit, elect to receive the retirement income payable under article 9 or 12, in the form of a life annuity, the annual amount of which is increased or decreased by reason of a variation in the terms of payment. Such annuity shall be payable in one of the forms specified in paragraphs (b) and (c).

(b) Life Annuity to Spouse

The retirement income is in the form of an annual retirement income payable in equal monthly instalments for the life of the Member with the last payment due to the Member on the last day of the month in which the death of the Member occurs, and either 50%, 70% or 100%, at the Member's election, continuing to be paid to the Member's Spouse, commencing on the last day of the month following the month in which the death of the Member occurs and ending on the last day of the month in which the death of the Member's Spouse occurs. The value of the benefit shall be determined based on the Plan Conversion Factor and the Maximum Conversion Factor set out in subparagraphs 10.03(b)(i) and 10.03(b)(ii). However, in no event shall any actuarial increase due to the election of an optional form cause the annual amount of the Member's retirement income to exceed the maximum amount of retirement income that is applicable in accordance with the other provisions of the Plan.

(i) The Plan Conversion Factor for a Member who elects to receive retirement income in an optional form of payment described in this paragraph 10.03(b) shall be the ratio of:

(A) the Actuarial Present Value of \$1 of monthly income payable in the normal form of payment as set out in paragraph 10.01(a), to

(B) the Actuarial Present Value of \$1 of monthly income payable in the optional form of payment elected by the Member in accordance with paragraph 10.03(b),

with such ratio not to exceed one.

(ii) The Maximum Conversion Factor for a Member who elects to receive retirement income in an optional form of payment described in this paragraph 10.03(b) shall be the ratio of:

(A) the Actuarial Present Value of \$1 of monthly income payable in equal monthly instalments for the lifetime of the Member with the last payment due to the Member on the last day of the month in which the death of the Member occurs, or after 60 monthly instalments have been made, whichever is later, and 66-2/3% of this retirement income continuing to be paid to the Member's Spouse commencing on the last day of the month following the month in which the death of the Member occurs and ending on the last day of the month in which the death of the Spouse occurs, to

(B) the Actuarial Present Value of \$1 of monthly income payable in the optional form of payment elected by the Member in accordance with paragraph 10.03(b),

with such ratio not to exceed one.

(c) **Level Income Option**

The retirement income is in the form of an annual retirement income payable in increased monthly instalments from the Member's Pension Commencement Date and continuing until the earlier of the Member's death and the date the Member is eligible to receive pension benefits under either or both of the Old Age Security Act of Canada and the Canada Pension Plan, whereupon the monthly instalments shall be decreased. The value of the benefit shall be determined based on the Plan Conversion Factor and the Maximum Conversion Factor set out in subparagraphs 10.03(c)(i) and

10.03(c)(ii). The increase and decrease in the retirement income shall be determined based on the Member's expected pension benefits under the Old Age Security Act of Canada and the Canada Pension Plan as of the Member's Pension Commencement Date so that the Member's total annual retirement income from his Pension Commencement Date shall be approximately level.

(i) The Plan Conversion Factor for a Member who elects to receive retirement income in an optional form of payment described in this paragraph 10.03(c) shall be the ratio of:

(A) the Actuarial Present Value of \$1 of monthly income payable in the normal form of payment as set out in paragraph 10.01(a), to

(B) the Actuarial Present Value of \$1 of monthly income payable in the optional form of payment elected by the Member in accordance with paragraph 10.03(c),

with such ratio not to exceed one.

(ii) The Maximum Conversion Factor for a Member who elects to receive retirement income in an optional form of payment described in this paragraph 10.03(c) shall be the ratio of:

(A) the Actuarial Present Value of \$1 of monthly income payable in equal monthly instalments for the lifetime of the Member with the last payment due to the Member on the last day of the month in which the death of the Member occurs, or after 60 monthly instalments have been made, whichever is later, and 66-2/3% of this retirement income continuing to be paid to the Member's Spouse commencing

on the last day of the month following the month in which the death of the Member occurs and ending on the last day of the month in which the death of the Spouse occurs, to

- (B) the Actuarial Present Value of \$1 of monthly income payable in the optional form of payment elected by the Member in accordance with paragraph 10.03(c),

with such ratio not to exceed one.

For purposes of determining the retirement income under section 9.02 or 12.03, as applicable, the Plan Conversion Factor and the Maximum Conversion Factor shall be appropriately applied to the retirement income and the expected pension benefits under the Old Age Security Act of Canada and the Canada Pension Plan such that the Member's retirement income from his Pension Commencement Date is approximately level, and in no event shall any actuarial increase due to the election of an optional form cause the annual amount of the Member's retirement income to exceed the maximum amount of retirement income that is applicable in accordance with the other provisions of the Plan.

- (d) A Member who has a Spouse and who intends to elect a form of payment that provides the Spouse with less than 60% of the Member's retirement income on the Member's death may not make an election under paragraph 10.03(a) unless the Member delivers to the Administrator, within the 12-month period immediately preceding his Pension Commencement Date, a waiver signed by the Member and the Member's Spouse in the written form prescribed under Applicable Pension Laws.
- (e) An election to receive an optional form of retirement income under this section may be revoked or changed provided that either,

- (i) written notice of such revocation or change is received from the Member by the Administrator at any time prior to the Pension Commencement Date, or
 - (ii) written notice that the Spouse under a spousal option has died is received from the Member by the Administrator prior to the Pension Commencement Date.
- (f) Notwithstanding the above, a Member who retires on a Disability Retirement Date shall not be entitled to elect an optional form of pension under this section 10.03 with respect to his Disability Pension Benefit.

10.04 Non-Commutability of Annuities

Subject to articles 11, 12, 15 and 16, an annuity required to be paid under the terms of the Plan shall not be surrendered, or commuted and paid in a lump sum, except that if the amount of retirement income payable at the Normal Retirement Date in the normal form of payment set out in paragraph 10.01(a) is less than 2% of the YMPE in the year of the Date of Determination, then such retirement income shall be commuted and paid in a lump sum. The value of any such form of benefit settlement shall be the Actuarial Equivalent of the benefit remaining to be paid.

Article 11 – Death Benefits

11.01 Death Benefits Prior to Pension Commencement Date

(a) **Prior to the Completion of Two Years of Plan Membership**

If a Member who is accruing Continuous Service dies prior to his Pension Commencement Date and prior to the completion of two consecutive years of Plan membership, then the Member's Beneficiary shall be entitled to receive a lump-sum cash payment equal to the Member's Required Contributions with Interest. If the Beneficiary is the Member's Spouse, or such other person who qualifies as a spouse or former spouse under Revenue Rules, then the Spouse, or such other person who qualifies as a spouse or former spouse under Revenue Rules, may elect to transfer the lump-sum payment in accordance with article 15.

(b) **After the Completion of Two Years of Plan Membership and Prior to the Completion of 15 Years of Credited Service**

If a Member who is accruing Continuous Service dies prior to his Pension Commencement Date, after the completion of two consecutive years of Plan membership, but prior to the completion of 15 years of Credited Service, then the benefits set out in subparagraphs (i) and (ii) shall be payable:

(i) **In respect of Credited Service prior to January 1, 1987**

The Member's Beneficiary shall receive a lump-sum cash payment equal to the Member's Required Contributions made prior to January 1, 1987 with Interest. If the Beneficiary is the Member's

Spouse, or such other person who qualifies as a spouse or former spouse under Revenue Rules, then the Spouse, or such other person who qualifies as a spouse or former spouse under Revenue Rules, may elect to transfer the lump-sum cash payment in accordance with article 15.

(ii) In respect of Credited Service after December 31, 1986

The Member's Spouse shall receive a lump-sum payment equal to the Actuarial Equivalent of the benefits specified in section 9.02 in respect of Credited Service accrued from January 1, 1987 and granted in respect of Credited Service prior to January 1, 1987 by an amendment to the Plan effective on or after January 1, 1988 or the Actuarial Equivalent of the benefits specified in subparagraph 12.02(a)(iii), as applicable, determined assuming the Member retired or terminated employment on the date of death. Such lump-sum payment shall, at the Spouse's election, be paid in cash, transferred in accordance with article 15, or used to provide an immediate or deferred lifetime retirement income with or without a guarantee period, provided the guarantee period does not exceed 15 years.

If an election is not received by the Administrator within 90 days of receipt of notification of benefits and options, then the Spouse shall be deemed to have elected an immediate lifetime retirement income without any guarantee.

In the absence of a Spouse or where the Administrator has received a completed waiver of pre-retirement death benefits as prescribed under Applicable Pension Laws, the above benefit shall be payable to the Member's Beneficiary in cash. If the Member's Beneficiary qualifies as a spouse or former spouse under Revenue

Rules, the Member's Beneficiary may elect, in lieu of such cash settlement, to transfer the benefit in accordance with article 15.

(c) **After the Completion of 15 Years of Credited Service**

If a Member who is accruing Continuous Service dies prior to his Pension Commencement Date and after the completion of 15 years of Credited Service, then the benefits set out in subparagraphs (i) and (ii) shall be payable:

(i) In respect of Credited Service prior to January 1, 1987

For the purposes of this subparagraph 11.01(c)(i):

"Spouse's Pension Benefit" means the greater of (A) and (B), where:

(A) is the retirement income equal to 50% of the Plan Benefit in respect of any Credited Service accrued to December 31, 1986, excluding any benefit granted in respect of Credited Service prior to January 1, 1987 by an amendment to the Plan effective on or after January 1, 1988, determined using the Member's date of death as the Date of Determination; and

(B) is the retirement income which is the Actuarial Equivalent of the Member's Required Contributions made prior to January 1, 1987 with Interest.

"Children's Pension Benefit" means the greater of (C) and (D), where:

- (C) is the retirement income equal to 50% of the Plan Benefit in respect of any Credited Service accrued to December 31, 1986, excluding any benefit granted in respect of Credited Service prior to January 1, 1987 by an amendment to the Plan effective on or after January 1, 1988, determined using the Member's date of death as the Date of Determination, and shall be payable to the Dependent Children in equal shares; and
- (D) is the retirement income which is the Actuarial Equivalent of the Member's Required Contributions made prior to January 1, 1987 with Interest, and shall be payable to the Dependent Children in equal shares.

The Spouse of the Member shall become entitled to a Spouse's Pension Benefit commencing on the last day of the month following the month in which the death of the Member occurs and ending on the last day of the month in which the death of the Member's Spouse occurs.

Where a deceased Member's Spouse is more than 15 years younger than the Member, the Spouse's Pension Benefit described in the preceding clause (A) shall be reduced based on the maximum cost of the Spouse's Pension Benefit being that calculated as if the Spouse were 15 years younger than the deceased Member.

In the absence of a Spouse, the Member's Dependent Children, if any, shall be entitled to a Children's Pension Benefit commencing on the last day of the month following the month in which the death of the Member occurs and ending on the last day of the month in which the last Dependent Child ceases to be dependent as determined by the Administrator, or the last day of the month in which the death of the last Dependent Child occurs, whichever is earlier.

In the absence of a Spouse or Dependent Children who would be entitled to the benefits described above, the Member's Beneficiary shall be entitled to receive a lump-sum cash payment equal to the Member's Required Contributions made prior to January 1, 1987 with Interest. If the Member's Beneficiary qualifies as a spouse or former spouse under Revenue Rules, the Member's Beneficiary may elect, in lieu of such cash settlement, to transfer the lump-sum payment in accordance with article 15.

- (ii) In respect of Credited Service after December 31, 1986

For the purposes of this subparagraph 11.01(c)(ii):

"Spouse's Pension Benefit" means the greater of (A) and (B), where:

- (A) is the retirement income equal to 50% of the Plan Benefit in respect of Credited Service accrued on or after January 1, 1987 or granted by an amendment to the Plan effective on or after January 1, 1988 in respect of Credited Service prior to January 1, 1987, determined using the Member's date of death as the Date of Determination; and

- (B) is the retirement income which is the Actuarial Equivalent of the Actuarial Equivalent of the benefit specified in section 9.02 in respect of Credited Service accrued on or after January 1, 1987 or granted by an amendment to the Plan effective on or after January 1, 1988 in respect of Credited Service prior to January 1, 1987 or the Actuarial Equivalent of the benefits specified in subparagraph 12.02(a)(iii), as applicable, determined as if the Member had retired or terminated employment on the date of death.

The Spouse of the Member shall become entitled to a Spouse's Pension Benefit commencing on the last day of the month following the month in which the death of the Member occurs and ending on the last day of the month in which the death of the Member's Spouse occurs.

Where a deceased Member's Spouse is more than 15 years younger than such Member, the Spouse's Pension Benefit described in the preceding clause (A) shall be reduced based on the maximum cost of the Spouse's Pension Benefit being that calculated as if the Spouse were 15 years younger than the deceased Member.

In the absence of a Spouse, or where a spousal waiver of pre-retirement death benefit as prescribed under Applicable Pension Laws has been submitted to the Administrator, the Member's Beneficiary shall receive a lump sum cash payment equal to the Actuarial Equivalent of the benefit specified in clause (B) above. If the Member's Beneficiary qualifies as a spouse or former spouse under Revenue Rules, the Member's Beneficiary may

elect, in lieu of such cash settlement, to transfer the lump-sum payment in accordance with article 15.

(d) **Alternative Payment Forms for Death Benefits Payable to the Spouse**

A Spouse who is entitled to a Spouse's Pension Benefit under subparagraphs 11.01(c)(i) and 11.01(c)(ii), as applicable, may elect, in lieu of such combined Spouse's Pension Benefit, either (i) or (ii), where:

- (i) is the Actuarial Equivalent of the Spouse's Pension Benefit under subparagraphs 11.01(c)(i) and 11.01(c)(ii) payable as a lump-sum payment; and
- (ii) is the Spouse's Pension Benefit payable as a lifetime retirement income commencing on the last day of any month up to December 31 of the year in which the Spouse attains age 71, in which case the Spouse's Pension Benefit as determined under subparagraphs 11.01(c)(i) and 11.01(c)(ii), will be increased on an Actuarially Equivalent basis from the Member's date of death to the date such retirement income commences.

The lump-sum payment specified under subparagraph 11.01(d)(i) shall be payable to the Spouse in cash, or the Spouse can elect to transfer the lump-sum payment in accordance with article 15.

(e) **After Two Years of Plan Membership – Excess Required Contributions**

In addition to the benefits specified in paragraphs 11.01(b) and 11.01(c), the Member's Beneficiary shall receive a lump-sum cash payment equal to the Member's Excess Required Contributions, if any. If the Beneficiary is the Member's Spouse, or such other person who qualifies as a spouse or former spouse under Revenue Rules, then the lump-sum payment may be transferred in accordance with article 15.

(f) **Discharge of Obligations**

Upon payment of such amounts, all obligations under the Plan with respect to such Member shall be fully discharged.

11.02 Death Benefits for Terminated Employees

- (a) If a Member has ceased to accrue Continuous Service and has an entitlement to retirement income benefits in accordance with article 12, and if the death of such Member occurs prior to his Pension Commencement Date, then there shall be paid to the Member's Beneficiary a lump-sum cash payment equal to the Member's Required Contributions with Interest, to the extent not previously refunded or transferred. If the Beneficiary is the Member's Spouse, or such other person who qualifies as a spouse or former spouse under Revenue Rules, then the lump-sum payment may be transferred in accordance with article 15.
- (b) If such Member had terminated employment on or after January 1, 1988, then in lieu of the benefits described in paragraph 11.02(a), the benefit and the person entitled to such benefit shall be determined in accordance

with paragraphs 11.01(b) and 11.01(e), to the extent not previously refunded to the Member.

11.03 Death Benefits for Member Receiving a Disability Pension Benefit

If the death of a Member occurs while he is receiving a Disability Pension Benefit, then the benefits determined in accordance with section 11.01 shall be paid.

11.04 Death Benefits After Normal Retirement Date but Before Postponed Retirement Date

- (a) Notwithstanding section 11.01, if the death of a Member who is accruing Continuous Service occurs after the Member's Normal Retirement Date but before the Postponed Retirement Date, for the purposes of determining any death benefit payable hereunder, the Member shall be deemed to have retired on the last day of the month in which the Member's death occurs. The Spouse or Beneficiary, as applicable, shall receive any benefits due in accordance with the retirement income option elected by the Member under article 10. In the case of a Member who did not elect an optional form of retirement income, payment shall be made to the Member's Spouse or Beneficiary in accordance with sections 10.01 and 10.02, whichever is applicable. In no event shall the Actuarial Equivalent of such retirement income be less than the sum of the lump-sum payments under subparagraphs 11.01(b)(i) and 11.01(b)(ii). If the retirement income is payable to the Spouse, the Spouse can elect to defer the commencement of such retirement income and receive an Actuarially Equivalent retirement income commencing on the last day of any month up to December 31 of the year in which the Spouse attains age 71.
- (b) The Member's Spouse or Beneficiary, as applicable, who is entitled to retirement income under paragraph 11.04(a), may elect in lieu of such retirement income, a lump-sum cash payment determined as the sum of

the lump-sum payment under subparagraphs 11.01(b)(i) and 11.01(b)(ii). If the lump-sum payment is payable to the Member's Spouse, or such other person who qualifies as a spouse or former spouse under Revenue Rules, the Spouse, or such other person who qualifies as a spouse or former spouse under Revenue Rules, may elect to transfer the lump-sum payment in accordance with article 15.

11.05 Death Benefits After Pension Commencement Date

If the death of a Member occurs after his Pension Commencement Date, then there shall be paid to the Spouse or Beneficiary any benefits due in accordance with the retirement income being paid to the Member under article 10.

11.06 Commutation of Death Benefits

- (a) The amount of retirement income payable to a Member's Beneficiary or a Spouse's beneficiary under a guarantee option may, if so requested by the Beneficiary or the Spouse's beneficiary, be paid in a lump sum that is the Actuarial Equivalent of the remaining retirement income payments under the guarantee option.
- (b) The amount of retirement income payable to a Member's estate or a Spouse's estate under a guarantee option shall be paid in a lump sum that is the Actuarial Equivalent of the remaining retirement income payments under the guarantee option.

11.07 Beneficiary Designation

A Member shall designate in writing a Beneficiary to receive any benefits that are payable under the Plan to a Beneficiary upon the death of such Member and may change such designation from time to time. A Spouse who has elected a retirement income with a guarantee period under subparagraph 11.01(b)(ii) may designate in

writing a beneficiary to receive the remainder of any guaranteed payments that are payable under the Plan on the death of the Spouse and may change such designation from time to time. Such designation or change must be in accordance with any law applicable to the Member or the Spouse, as the case may be, and shall be in such form and executed in such manner as the Administrator may, from time to time, determine. Any designation or change must be filed with the Administrator. Benefits payable as a result of the death of the Member or the Spouse shall be paid in accordance with the most recent designation filed by the Member or the Spouse, as the case may be, with the Administrator and, in the absence of an effective designation, the Administrator shall instruct the Funding Agency to make payment of any death benefits payable to the Beneficiary or the beneficiary of the Spouse, as the case may be, under the Plan to the estate of the Member or the Spouse, and any such payment shall completely discharge all liability with respect to the amount paid.

11.08 Information Provided by the Member

In the absence of actual notice to the contrary, the Administrator shall make payment in accordance with information provided by the Member. If there is a dispute as to whether a person is a Spouse, Beneficiary or other person entitled to payments hereunder, or where two or more persons make adverse claims in respect of a benefit, or where a person makes a claim that is inconsistent with information provided by the Member, then the Administrator may obtain court directions and the costs in respect thereof may, to the extent permitted by law, be charged against the benefit to be paid.

Article 12 – Termination of Employment

12.01 Not Vested

A Member whose employment with a Participating Employer is terminated prior to the completion of two consecutive years of Plan membership, for any reason other than death or retirement, shall receive a lump-sum payment equal to the Member's Required Contributions with Interest. The Member may elect to receive the lump-sum payment in cash or to transfer the lump-sum payment in accordance with article 15.

12.02 Vested

(a) **After Two Years of Plan Membership and Prior to 15 Years of Continuous Service, and Prior to Age 45 and 10 Years of Continuous Service**

A Member whose employment with a Participating Employer is terminated:

- (i) after the completion of two consecutive years of Plan membership and prior to the completion of 15 years of Continuous Service, and
- (ii) prior to the completion of 10 years of Continuous Service and attainment of age 45,

for any reason other than death or retirement shall receive benefits equal to the sum of (iii), (iv) and (v), where:

- (iii) is an annual retirement income, payable in accordance with article 10 and commencing at the Normal Retirement Date equal to the Plan Benefit computed using the Member's date of termination of employment as the Date of Determination, multiplied by the Plan Conversion Factor at the Normal Retirement Date, where the Plan Benefit shall be determined in respect of benefits accrued on and after January 1, 1987 and benefits granted in respect of Credited Service accrued prior to January 1, 1987 by an amendment to the Plan effective on or after January 1, 1988;
- (iv) is a lump-sum cash payment equal to the Member's Required Contributions made prior to January 1, 1987, if any, with Interest; and
- (v) is a lump-sum cash payment equal to the Member's Excess Required Contributions, if any.

In lieu of the deferred retirement income under subparagraph 12.02(a)(iii), the Member may elect to transfer the Actuarial Equivalent of the deferred retirement income under subparagraph 12.02(a)(iii), determined assuming the Plan Conversion Factor is one, on a Locked-In basis in accordance with article 15. A Member who elects to transfer his entitlement under subparagraph 12.02(a)(iii), may also elect to transfer the lump-sum amounts under subparagraphs 12.02(a)(iv) and 12.02(a)(v) in accordance with article 15 in lieu of the cash payment.

(b) **After 15 Years of Continuous Service and Prior to Age 45 and
10 Years of Continuous Service**

A Member whose employment with a Participating Employer is terminated:

(i) after the completion of 15 years of Continuous Service, and

(ii) prior to the completion of 10 years of Continuous Service and attainment of age 45,

for any reason other than death or retirement may elect to receive benefits equal to (iii), or (iv) plus (v), where:

(iii) is the benefit determined under, and payable in accordance with, paragraph 12.02(a);

(iv) is the annual retirement income, payable in accordance with article 10 and commencing at the Normal Retirement Date equal to the Plan Benefit computed using the Member's date of termination of employment as the Date of Determination, multiplied by the Plan Conversion Factor at the Normal Retirement Date; and

(v) is a lump-sum cash payment equal to the Member's Excess Required Contributions, if any.

In lieu of the deferred retirement income under subparagraph 12.02(b)(iv), the Member may elect to transfer the Actuarial Equivalent of the deferred retirement income under subparagraph 12.02(b)(iv), determined assuming the Plan Conversion Factor is one, on a Locked-In basis in accordance with article 15. A Member who elects to transfer his entitlement under subparagraph 12.02(b)(iv), may also elect to transfer the lump-sum amount under subparagraph 12.02(b)(v) in accordance with article 15, in lieu of the cash payment.

(c) **After 10 Years of Continuous Service and Age 45**

A Member whose employment with a Participating Employer is terminated after the completion of 10 years of Continuous Service and attainment of age 45, for any reason other than death or retirement, shall receive the sum of the benefits specified under subparagraphs 12.02(b)(iv) and 12.02(b)(v). Such benefits shall be payable as a deferred retirement income, a lump-sum cash payment or transferred in accordance with article 15, as specified in paragraph 12.02(b).

12.03 Earlier Payment of Vested Pension

A Member who is entitled to an amount of retirement income commencing at the Normal Retirement Date under this article may elect to receive his retirement income commencing within 10 years of his Normal Retirement Date. The amount of such retirement income shall be determined as the product of (a), (b) and (c), where:

- (a) is the benefit determined in accordance with the Plan Benefit computed using the Member's date of termination of employment as the Date of Determination;

- (b) is the Plan Conversion Factor at the Member's Pension Commencement Date; and
- (c) is the early retirement factor, which shall be 100% less the percentage determined by reference to the following table multiplied by the number of months by which the Member's Pension Commencement Date precedes the Member's Normal Retirement Date:

Period in Months by Which the Pension Commencement Date Precedes the Normal Retirement Date	Percentage
0	0%
12	0%
24	0%
36	0%
48	1/12 of 1%
60	1/12 of 2%
72	1/12 of 3%
84	1/12 of 4%
96	1/12 of 4%
108	1/12 of 4%
120	1/12 of 4%

For periods not shown above, the appropriate percentage shall be the percentage determined by reference to the next highest number of months shown above;

Notwithstanding the above, a Member who is entitled to a deferred retirement income in respect of only a portion of his Credited Service, shall have the Plan Benefit in paragraph 12.03(a) determined based on such Credited Service only.

12.04 Disability After Termination

A Member whose employment with a Participating Employer is terminated and who is entitled to a deferred retirement income shall not be entitled to make a claim for any Disability Pension Benefit under the Plan.

12.05 Portability for Former Members

- (a) A former Member whose employment with a Participating Employer is terminated more than 10 years prior to the Normal Retirement Date, for any reason other than death or retirement, and who is entitled to a deferred retirement income shall be permitted to elect a lump-sum payment in lieu of such deferred retirement income at any time prior to his Normal Retirement Date. The lump-sum payment shall be determined as the Actuarial Equivalent of the deferred retirement income and shall be transferred on a Locked-In basis in accordance with article 15.
- (b) In lieu of the benefits, or a portion of such benefits, in paragraph (a), a former Member may elect to receive a refund of his Required Contributions with Interest as a cash payment or as a non-Locked-In transfer in accordance with article 15. Such refund shall only be permitted in respect of Required Contributions with Interest determined as follows:
 - (i) A Member who had not completed two years of Plan membership at his date of termination of employment shall be permitted to elect a refund of his Required Contributions made on or after January 1, 1987 with Interest.
 - (ii) A Member who had not attained age 45 or had not completed 10 years of Continuous Service at his date of termination of employment shall be permitted to elect a refund of his Required Contributions made prior to January 1, 1987 with Interest.

- (iii) A Member shall be permitted to elect a refund of his Required Contributions made prior to January 1, 1965 with Interest.

- (c) In no event shall there be any duplication of benefits determined under paragraphs (a) and (b). Where a transfer or cash payment has been made under paragraph (a) or (b), there shall be no further liability under the Plan for any benefits relating to such funds.

Article 13 — Related Employer Benefit Limitations

13.01 Lifetime Benefit

The amount of lifetime retirement income benefit payable under the Plan to a Member, a Member's Beneficiary, Spouse, and Dependent Children, as applicable, shall not cause the lifetime retirement income benefits payable in respect of the Member under the defined benefit provisions of all registered pension plans in which Related Employers participate to exceed, in the aggregate, the lifetime retirement income limits set out under Revenue Rules.

13.02 Pension Adjustment

In each calendar year, the amount of retirement income accrued by the Member under the Plan shall not cause the pension adjustments, as determined in accordance with Revenue Rules, in respect of the Member under all registered pension plans in which Related Employers participate to exceed, in the aggregate, the lesser of (a) and (b), where:

- (a) is the money purchase limit as defined in the Income Tax Act (Canada); and
- (b) is 18% of compensation as defined in the Income Tax Act (Canada).

Article 14 – Disability

14.01 Disability Criteria

A Member shall be deemed to be disabled for the purposes of the Plan if the Member has a physical or mental impairment, as certified in writing by a qualified medical doctor selected by the Company who is licensed to practice under the laws of a province or of the place where the Member resides, which meets the qualification criteria for receipt of benefits under a Participating Employer's Long-Term Disability Insurance Plan and prevents the Member from performing the duties of employment in which the Member was engaged before the commencement of the impairment.

The disability of the Member shall be deemed to cease on the earlier of the date on which the Member ceases to qualify as disabled in accordance with the above requirements and the Normal Retirement Date.

14.02 Disability Benefits

During the continuance of disability of a Member pursuant to section 14.01, for the purposes of the Plan:

- (a) Earnings shall be deemed to have continued unchanged at the regular rate in effect immediately prior to becoming disabled;
- (b) YMPE shall be deemed to have continued unchanged at the level in effect immediately prior to the Member becoming disabled;
- (c) Continuous Service shall continue to accrue in full;

- (d) Credited Service shall continue to accrue at the rate in effect immediately prior to the Member becoming disabled; and
- (e) Part-time Percentage Worked shall be deemed to continue unchanged at the level in effect immediately prior to the Member becoming disabled.

The Member shall continue to be entitled to Continuous Service and Credited Service accrued under paragraphs (c) and (d) even if the Member fails to return to active employment upon expiry of the period of disability.

14.03 Recovery

If a Member should cease to be disabled and is eligible to retire, then the Member may elect to retire. If the Member is not eligible or is eligible but does not elect to retire, and if the Member does not return to active employment with a Participating Employer, then the Member shall be deemed to have terminated employment in accordance with article 12 on the date the Member ceases to be disabled.

Article 15 – Transfers to and from Other Registered Plans

15.01 Transfer of Member Benefits

A Member whose employment with a Participating Employer is terminated more than 10 years prior to the Normal Retirement Date, for any reason other than death or retirement, and who is entitled to an amount of deferred retirement income, may direct that the Actuarial Equivalent of his benefit be transferred on a Locked-In basis in a lump-sum to:

- (a) another registered pension plan, if this other plan so permits,
- (b) an insurance company for the purchase of a life annuity contract, or
- (c) such other registered vehicle as may be approved under Applicable Pension Laws,

as designated by the Member; provided, however, that administrator of such plan or vehicle shall agree in writing to administer such transferred benefit as a deferred life annuity within the conditions of Applicable Pension Laws and Revenue Rules. The Member may elect to make such a transfer:

- (d) upon termination of employment with a Participating Employer,
- (e) at any other date as may be specified in Applicable Pension Laws, and
- (f) at any other date as may be authorized by the Administrator.

15.02 Transfer Options for Cash Settlements

The Member, the Spouse, or such other person who qualifies as a spouse or former spouse under Revenue Rules, who is entitled to an amount in lump-sum form in accordance with section 10.04, article 11, article 12 or article 16, may elect, in lieu of receiving the amount in a cash settlement, to have this amount transferred to:

- (a) another registered pension plan, if this other plan so permits,
- (b) a registered retirement savings plan or registered retirement income fund of the Member, the Spouse, or such other person who qualifies as a spouse or former spouse under Revenue Rules, as applicable, or
- (c) an insurance company for the purchase of an immediate annuity or a deferred life annuity commencing not later than the December 31 of the calendar year during which the Member, the Spouse, or such other person who qualifies as a spouse or former spouse under Revenue Rules, as applicable, attains age 71, in a form acceptable under Revenue Rules.

15.03 Limitations on Transfers

- (a) An amount transferred in accordance with section 15.01, or a cash settlement payable to a Member under section 10.04 or article 12 and transferred in accordance with section 15.02, shall not exceed, if such transfer is not made to a defined benefit provision of a registered pension plan, the greater of the Member's Required Contributions with Interest and the product of:
 - (i) the annual amount of retirement income equal to the Plan Benefit computed using the Member's date of termination of employment or Retirement Date, as applicable, as the Date of Determination and in accordance with Revenue Rules; and

- (ii) the appropriate factor from the following table:

Attained Age at Date of Calculation	Factor
Under 50	9.0
50	9.4
51	9.6
52	9.8
53	10.0
54	10.2
55	10.4
56	10.6
57	10.8
58	11.0
59	11.3
60	11.5
61	11.7
62	12.0
63	12.2
64	12.4
65	12.4
66	12.0
67	11.7
68	11.3
69	11.0
70	10.6
71	10.3

For non-integral ages lower than 64, the appropriate factor shall be determined on an interpolated basis.

- (b) If the amount to be transferred exceeds the maximum transferable amount in accordance with paragraph (a), the excess shall, to the extent permitted by Applicable Pension Laws, be paid to the Member in cash and otherwise shall remain in the Plan to provide a retirement income to this person.

- (c) The transfers under sections 15.01 and 15.02, excluding any refund of Required Contributions or Voluntary Contributions, shall be subject to any limitations prescribed by Applicable Pension Laws in respect of the transfer of monies from the Fund.

15.04 Transfer From Registered Pension Plan of Previous Employer

- (a) If an Employee was a member of a registered pension plan of an employer other than a Related Employer or the annuitant under a registered retirement savings plan immediately preceding the commencement of his Continuous Service with the Participating Employer, then with the consent of the Administrator and subject to Applicable Pension Laws and Revenue Rules, such Employee may transfer to the Fund an amount equal to the amount paid or payable to such Employee from the said registered pension plan or registered retirement savings plan, as applicable.
- (b) The benefits provided by the amount so transferred shall be such as the Actuary shall certify in writing to the Company can be provided by the said amount under the terms of the Plan.
- (c) In the case of a member of the Paperhandlers, Pressmen and Stereotypers Pension Plan (the "Press Plan") who joins the Plan in accordance with article 3, in return for the transfer to the Fund of funds equal to the Actuarial Equivalent, as determined by the actuary of the Press Plan, of the member's accrued benefits in the Press Plan to the date of transfer, the Member shall, subject to Revenue Rules, be credited under the Plan with Continuous Service, Credited Service and retirement benefits as determined by the terms and conditions of the Plan.
- (d) Notwithstanding section 3.02, an Employee in respect of whom a transfer of funds to the Plan is made in accordance with this section may elect to join the Plan when the transfer of funds is completed.

Article 16 – Members’ Voluntary Contributions

16.01 Voluntary Contributions

A Contributory Member or a Late-Start Contributory Member who is not in receipt of a retirement income may elect to make Voluntary Contributions in respect of current service, subject to the limitations set out in Revenue Rules.

Voluntary Contributions shall be paid into the Fund within the time limits specified in Applicable Pension Laws, and shall be separately accounted for and applied as elected by the Member under administrative arrangements made by the Administrator, including any arrangements between the Administrator and a Funding Agency. Such arrangements shall include allocations of Interest as specified in article 6.

It is expressly stipulated that nothing shall impose any liability on the Participating Employer to make contributions in respect of any Voluntary Contributions made by the Member.

16.02 Benefits Payable

- (a) Voluntary Contributions shall accumulate with Interest and shall be applied toward the provision of benefits upon the Member ceasing to accrue Continuous Service.
- (b) The Member or, after death in the absence of an election, the Beneficiary, shall receive the accumulated Voluntary Contributions with Interest as a lump-sum cash payment. The Member, or if the Member’s Beneficiary is the Member’s Spouse or such other person who qualifies as a spouse or former spouse under Revenue Rules, can elect to transfer the lump-sum payment in accordance with article 15.

- (c) A Member who retires on his Early Retirement Date, Normal Retirement Date or Postponed Retirement Date can elect to receive a retirement income in respect of his Voluntary Contributions in lieu of the lump-sum payment specified in paragraph (b). The retirement income shall be calculated as the Actuarial Equivalent of the Member's Voluntary Contributions with Interest and shall be payable in the same form of payment as the retirement income specified in sections 9.01, 9.02 or 9.03, as applicable.

16.03 No Refund While a Member

A Member who is accruing Continuous Service shall not be entitled to receive a refund of his Voluntary Contributions with Interest, except if otherwise required under paragraph 17.03(a).

Article 17 – Contributions and Funding

17.01 Company Contributions

Based upon the amounts estimated by the Actuary and subject to section 17.02 and any agreement among the Participating Employers, each Participating Employer will contribute to the Fund such amounts as are required in accordance with, and within the time limits specified in, Applicable Pension Laws. Subject to Applicable Pension Laws, the liability of a Participating Employer at any time is limited to such contributions as should have theretofore been made by it in accordance with Applicable Pension Laws. Notwithstanding the foregoing, contributions made to the Fund after December 31, 1990 by each Participating Employer shall only be made if the contributions are eligible contributions in accordance with Revenue Rules.

17.02 Actuarial Surplus

Any actuarial surplus which may arise from the operation of the Plan which is not required to meet the actuarial liability existing thereunder shall, subject to Revenue Rules and Applicable Pension Laws, be transferred to a contingency fund until a reasonable reserve for contingencies has been provided. If, in the opinion of the Company, the contingency fund at any time exceeds the amount considered sufficient for a reasonable reserve, or any lower amount determined by Revenue Rules, then the excess may be used to determine or to reduce the contributions of Participating Employers under the Plan.

Article 17 – Contributions and Funding

17.01 Company Contributions

Based upon the amounts estimated by the Actuary and subject to section 17.02 and any agreement among the Participating Employers, each Participating Employer will contribute to the Fund such amounts as are required in accordance with, and within the time limits specified in, Applicable Pension Laws. Subject to Applicable Pension Laws, the liability of a Participating Employer at any time is limited to such contributions as should have theretofore been made by it in accordance with Applicable Pension Laws. Notwithstanding the foregoing, contributions made to the Fund after December 31, 1990 by each Participating Employer shall only be made if the contributions are eligible contributions in accordance with Revenue Rules.

17.02 Actuarial Surplus

At the discretion of the Company and subject to the provisions of Applicable Pension Laws, any actuarial surplus determined by the Actuary, or a portion thereof, may be used to determine or to reduce the contributions of Participating Employers under the Plan or may, to the extent allowed and subject to any conditions or approval procedures under Applicable Pension Laws and Revenue Rules, be returned to the Participating Employers. Subject to any agreement among the Participating Employers, the allocation of the actuarial surplus among the Participating Employers shall be determined by the Company on the advice of the Actuary.

17.03 Excess Contributions

- (a) If a Participating Employer or a Member makes a contribution to the Plan that would cause the Plan's registration to be revocable under Revenue Rules, then, subject to any conditions or approval procedures under Applicable Pension Laws, such contribution shall be returned to the Participating Employer or the Member, as applicable.
- (b) If a Participating Employer makes a contribution to the Plan that is subsequently determined to be an overpayment of required contributions, then, subject to Applicable Pension Laws, such contribution may be returned to the Participating Employer.

17.04 Fund

- (a) A Fund shall be established and maintained for the purposes of the Plan under which all contributions and earnings thereon are held to pay the payments specified in the Plan.
- (b) The Company and the Administrator shall be jointly responsible for the selection of a Funding Agency. The Fund (or a portion thereof) shall be maintained and administered by a Funding Agency in accordance with the terms of the Funding Agreement entered into between the Company, the Administrator and such Funding Agency. The Company, the Administrator and the Funding Agency may jointly agree to amend the form and the terms of the Funding Agreement at any time and from time to time. The Company and the Administrator may jointly further appoint an advisor and/or an investment manager to advise in respect of or manage the investment of any portion of the Fund. The Company and the Administrator may jointly replace any Funding Agency, advisor or investment manager so appointed at any time, in accordance with the terms of any applicable agreement or contract.

- (c) The Funding Agreement is ancillary to the Plan and is intended to receive contributions made to the Plan and to give effect to the provisions of the Plan relating to the safekeeping and investment of the assets of the Fund and to facilitate the payment of the benefits and other payments properly made under the Plan, in accordance with Applicable Pension Laws and Revenue Rules, and not to create rights to payments from the Fund that are in addition to those payments expressly provided under the Plan. In the case of conflict between the provisions of the Plan and those of the Funding Agreement, the provisions of the Plan shall govern.

- (d) Subject to Applicable Pension Laws, the retirement income and other benefits provided under the Plan shall only be paid to the extent that they are provided for by the assets held in the Fund, and no liability or obligation to make any contributions thereto or otherwise shall be imposed upon a Participating Employer other than in accordance with section 17.01.

- (e) The fees properly paid and the expenses reasonably incurred in respect of the Plan and the Fund including, but not restricted to:
 - (i) the fees of the Administrator and expenses incurred by the Administrator on behalf of the Plan or the Fund,
 - (ii) the fees of the Funding Agency,
 - (iii) the fees and disbursements of the agents of the Administrator with respect to the Plan or Fund,
 - (iv) the fees and disbursements of the advisors with respect to the Plan or Fund, including actuarial, consulting, legal and accounting, and

- (v) costs related to the investments of the Fund, including brokerage, commissions and transfer taxes, and costs related to investment counsel and investment management services,

shall be paid from the Fund.

The Administrator or the Participating Employers or any of them may pay any such fees and expenses on behalf of the Plan or Fund, subject to reimbursement by the Fund. Reimbursement may be waived by the payer.

17.05 Investments

- (a) The investment of the Fund shall be made in accordance with Applicable Pension Laws and Revenue Rules.
- (b) The Administrator shall establish a written statement of investment policies and goals for the Plan.

17.06 Borrowing

Neither the Administrator nor the Funding Agency shall borrow money for the purposes of the Plan, except as allowed under Applicable Pension Laws and Revenue Rules.

17.07 Claims on the Fund

No Member or any person claiming through a Member shall have any right to, or any interest in, any part of the Fund, or to any benefit or other payment from the Fund, except to the extent specifically provided from time to time under the Plan, a Funding Agreement or Applicable Pension Laws.

17.08 **Sole Recourse to the Fund**

A Member or other person claiming through the Member shall have recourse solely to the Fund for any benefit or other payment from the Plan. Under no circumstances shall any liability attach to a Participating Employer, the Administrator, any individual assisting with the administration of the Plan, or any director, officer or employee of a Participating Employer for any benefit or other payment hereunder.

Article 18 – Protection of Benefits

18.01 Non-Assignability of Benefits

Except as permitted under section 18.02 and subject to Applicable Pension Laws and the portability and commutation provisions of any other article of the Plan, no benefit, right or interest provided under the Plan shall be:

- (a) capable of anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, seizure, attachment or other legal or equitable process; or
- (b) capable of being given as security or surrendered;

and, for the purposes of this section:

- (c) assignment does not include assignment by the legal representative of a deceased individual on the distribution of the individual's estate; and
- (d) surrender does not include a reduction in benefits to avoid the revocation of the registration of the Plan under Revenue Rules.

18.02 Support and Division of Property on Marriage Breakdown

- (a) Subject to Applicable Pension Laws and pursuant to a written agreement or a decree, order or judgment of a competent tribunal in settlement of rights arising out of a marriage or other conjugal relationship, a benefit payable under the Plan may be subject to execution, seizure or attachment in satisfaction of an order for support or maintenance or may be assigned, pledged, charged, encumbered or alienated to satisfy a division of matrimonial property.

- (b) The determination of the benefit payable to a person under paragraph (a) and of the Member's remaining benefit entitlements shall be subject to Applicable Pension Laws and Revenue Rules.
- (c) The Member's benefit entitlements shall be reduced to account for the value of any settlement made under paragraph (a). Such reduction shall be determined in accordance with Applicable Pension Laws and Revenue Rules.

18.03 Facility of Payment

If the Administrator receives evidence that in its absolute discretion is satisfactory to it that

- (a) a person entitled to receive any payment provided for in the Plan is physically or mentally incompetent to receive such payment and to give a valid release therefore,
- (b) another person or an institution is then maintaining or has custody of such payee, and
- (c) no guardian, committee or other representative of the estate of such payee has been duly appointed,

then the Administrator may direct the payment to the person or institution specified in paragraph (b), and such payment shall be a valid and complete discharge to the Plan for the payment.

In the absence of the appointment of a legal guardian, any benefit payable to a minor may be paid to such adult or adults as have, in the absolute discretion of the Administrator, assumed the custody and principal financial support of such minor.

Article 19 – Amendment or Discontinuance

19.01 Amendment

The Company expects to continue the Plan indefinitely, but nevertheless reserves the right to:

- (a) amend the Plan,
- (b) terminate the Plan, either in whole or in part for a specified group of Members only, or
- (c) merge or consolidate the Plan with any other pension plan adopted by the Board,

provided that no such action shall entitle the Company to recover any contribution made by the Participating Employers into the Fund except as described in section 19.06, nor shall any such action adversely affect any benefit accrued immediately prior to the time such action is taken, except as provided in sections 19.02 or 19.04. The accrued benefits will be computed using as the applicable Date of Determination, the earliest of the date the Member ceases to accrue Continuous Service and the date of the amendment, termination, merger or consolidation of the Plan, as applicable.

Any amendment of the Plan shall be made by:

- (d) the adoption of a resolution by the Board, or
- (e) the execution of a certificate of amendment by an officer of the Company authorized by resolution of the Board to amend the Plan.

Article 19 – Amendment or Discontinuance

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The Company expects to continue the Plan indefinitely, but nevertheless reserves the right to:

- (a) amend the Plan,
- (b) terminate the Plan, either in whole or in part for a specified group of Members only, or
- (c) merge or consolidate the Plan with any other pension plan adopted by the Board,

provided that no such action shall adversely affect any benefit accrued immediately prior to the time such action is taken, except as provided in sections 19.02 or 19.04. The accrued benefits will be computed using as the applicable Date of Determination, the earliest of the date the Member ceases to accrue Continuous Service and the date of the amendment, termination, merger or consolidation of the Plan, as applicable.

Any amendment of the Plan shall be made by:

- (d) the adoption of a resolution by the Board, or
- (e) the execution of a certificate of amendment by an officer of the Company authorized by resolution of the Board to amend the Plan.

A copy of each amendment shall be provided forthwith upon adoption to each of the Participating Employers. All such amendments shall be binding upon the Participating Employers and upon each Member.

19.02 Amendment Required to Maintain Registration

Notwithstanding any other provisions of the Plan, the Company may amend the Plan as is necessary to maintain the registration of the Plan under Applicable Pension Laws and Revenue Rules. Section 19.01 shall not restrict the Company's ability to make an amendment to the Plan, including, but without limiting the generality of the foregoing, an amendment providing for benefits to be reduced, when the purpose of the amendment is to maintain such registration of the Plan. Any such benefit reduction shall be subject to any conditions or approval procedures under Applicable Pension Laws.

19.03 Certification of Post-1989 Additional Benefits

An amendment to the Plan that creates additional benefits, or the granting of additional benefits in the Plan due to a transfer of employment in accordance with section 4.04 or section 15.04, in respect of a period of employment after December 31, 1989 and which must be certified by the Minister of National Revenue in accordance with Revenue Rules shall not be effective in respect of a Member until such certification has been received for that Member, and such additional benefits will not be paid as a result of the amendment prior to certification. The Participating Employers shall not make any contributions to the Plan in respect of such amendment until application for such certification has been made.

19.04 **Discontinuance**

In the event the Plan is discontinued at any time, either in whole or in part with respect to a specified group of Members only, then the assets of the Plan (or the interest therein of Members affected by a partial discontinuance) shall be allocated to provide, to the extent of said assets and subject to Applicable Pension Laws, the benefits then accrued under the Plan for the Members affected by such discontinuance. Accrued benefits for such Members will be computed using the date the Member ceases to accrue Continuous Service as the applicable Date of Determination. Such allocation shall be made in accordance with an allocation schedule then established by the Company in accordance with the priority order described in the Plan text amended and restated effective January 1, 1988 and in consultation with the Actuary and filed with and approved by the appropriate authorities in accordance with Applicable Pension Laws.

19.05 **Settlement on Discontinuance of Plan**

For the purposes of section 19.04, provision for accrued benefits means payment to or for the Member in the form of cash, the purchase of annuity contracts, the transfer of monies to other pension plans or to approved registered vehicles, or the continuation of the Fund or a combination thereof, at the discretion of the Company and as permitted under Applicable Pension Laws and Revenue Rules.

19.06 **Surplus upon Discontinuance**

Upon discontinuance of the Plan, either in whole or in part, any assets of the Plan (or the appropriate portion of the assets of the Plan in the case of a partial discontinuance) in excess of those required to discharge all liability for accrued benefits shall, subject to Applicable Pension Laws, be paid to the Participating Employers.

19.04 **Discontinuance**

In the event the Plan is discontinued at any time, either in whole or in part with respect to a specified group of Members only, then the assets of the Plan (or the interest therein of Members affected by a partial discontinuance) shall be allocated to provide, to the extent of said assets and subject to Applicable Pension Laws, the benefits then accrued under the Plan for the Members affected by such discontinuance. Accrued benefits for such Members will be computed using the date the Member ceases to accrue Continuous Service as the applicable Date of Determination. Such allocation shall be made in accordance with an allocation schedule then established by the Company in consultation with the Actuary and filed with and approved by the appropriate authorities in accordance with Applicable Pension Laws.

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For the purposes of section 19.04, provision for accrued benefits means payment to or for the Member in the form of cash, the purchase of annuity contracts, the transfer of monies to other pension plans or to approved registered vehicles, or the continuation of the Fund or a combination thereof, at the discretion of the Company and as permitted under Applicable Pension Laws and Revenue Rules.

19.06 **Surplus upon Discontinuance**

Upon discontinuance of the Plan, either in whole or in part, any assets of the Plan (or the appropriate portion of the assets of the Plan in the case of a partial discontinuance) in excess of those required to discharge all liability for accrued benefits shall, subject to Applicable Pension Laws, be paid to the Participating Employers.

Article 20 – Disclosure

20.01 Plan Explanation

Within the period prescribed by Applicable Pension Laws, the Administrator shall provide to each Employee who becomes eligible for membership in the Plan a written description of the Plan. Such description shall explain the terms and conditions of the Plan and amendments thereto applicable to the Employee and the rights and obligations of the Employee in respect of the Plan.

Except as otherwise permitted or required under Applicable Pension Laws, the Administrator shall provide a written explanation of an amendment to each Employee affected by the amendment not later than 60 days after registration of any amendment to the Plan.

20.02 Inspection

Upon receipt of a written request, the Administrator or the Participating Employer shall permit a Member, or such person as is required to be permitted under Applicable Pension Laws, to inspect, or make extracts from, the Plan text and any other related documents required to be made available under Applicable Pension Laws, at such time and places as may be required by Applicable Pension Laws. On request, the Administrator shall provide the person making the inspection with copies of any such documents upon payment to the Administrator of a reasonable fee.

20.03 Benefits Statement

- (a) Within the period prescribed by Applicable Pension Laws, the Administrator shall provide to each Member a written statement describing the benefits the Member has earned to date and such other information as required under Applicable Pension Laws.
- (b) Upon cessation of employment of a Member or upon termination of the Member's active membership in the Plan, the Administrator shall provide to the Member (or the person entitled to benefits in the event of the Member's death) within the period prescribed by Applicable Pension Laws, a written statement of the benefits and options to which the Member is entitled.

20.04 Other Information

The Administrator or the Company shall provide such other information regarding the Plan, statistical or otherwise, as is required under Applicable Pension Laws and Revenue Rules.

20.05 Limitation

Such explanation, statement or right of disclosure of the Plan text and other documents provided shall have no effect on the rights or obligations of any person under the Plan, and shall not be referred to in interpreting or giving effect to the provisions of the Plan. Neither the Administrator, the Participating Employers, nor any employee, officer or director of a Participating Employer who is involved in the administration of the Plan shall be liable for any loss or damage claimed by any person to have been caused by any error or omission in such explanation, statement or other information.

Article 21 — Administration

21.01 The Administrator

- (a) The Plan has been established by the Company on behalf of Participating Employers who are sponsors of the Plan from time to time.
- (b) The Participating Employers shall be the Administrator of the Plan for all purposes including, without limitation, for purposes of Applicable Pension Laws. A Participating Employer, other than the Company, may appoint the Company as its agent to perform its functions as Administrator.
- (c) The Plan and the Fund shall be administered by the Administrator in accordance with the Plan, the Funding Agreement, the written statement of investment policies and goals for the Plan, the articles and bylaws of the Company, written agreements among Participating Employers, Applicable Pension Laws and Revenue Rules.

21.02 Power to Delegate

The Administrator may appoint one or more agents to carry out any act or transaction required for the administration and management of the Plan and the Fund and may retain advisors. Every agent appointed by the Administrator shall report to and shall be subject to the direction and continuing supervision of the Administrator.

21.03 Administration

- (a) Appointment:
 - (i) The Company may appoint individuals to assist with the administration of the Plan.

- (ii) No individual shall be appointed or accepted for appointment unless the Company is satisfied of the individual's suitability to discharge the responsibilities conferred hereunder.
- (iii) The individuals appointed to assist with the administration of the Plan shall report to and shall be subject to the direction and control of the Company.

(b) **Responsibilities:**

- (i) The individuals appointed to assist with the administration of the Plan in accordance with paragraph 21.03(a) shall,
 - (A) monitor the administration of the Plan to ensure compliance with its terms and conditions and all Applicable Pension Laws and Revenue Rules;
 - (B) receive and review financial, actuarial, and other reports that have been prepared pertaining to the Plan;
 - (C) make recommendations to the Board with respect to the administration and funding of the Plan;
 - (D) promote awareness and understanding of the Plan among Members and Employees;
 - (E) carry out such other tasks relating to the Plan operations as may be delegated to it by the Company from time to time; and

- (F) deal with all communications from Members concerning their benefits, privileges and responsibilities under the Plan, and where necessary transmit such communications to the Company.

- (ii) Subject to the other provisions of this article, the individuals appointed to assist with the administration of the Plan may make rules for the administration of the Plan and for the conduct of their affairs and without limiting the generality of the foregoing, they may make rules,
 - (A) approving forms and providing for their use;
 - (B) prescribing the information to be submitted as a condition of payment of benefits under the Plan; and
 - (C) approving disclosure material to be given to Members.

- (c) **Entitlement to Rely on Statements:**

An individual appointed to assist with the administration of the Plan may rely in good faith on the statements or reports of the Funding Agency, the Actuary, an accountant, an appraiser, a lawyer or other professional advisor retained by the Company or the Administrator.

21.04 No Personal Liability

Subject to Applicable Pension Laws, neither the Administrator, the Participating Employers, nor any individual appointed to assist with the administration of the Plan, nor any director or officer or other employee of a Participating Employer shall be liable to any person whatsoever for anything done or omitted to be done in

respect of the administration of the Plan, except where the act or omission was fraudulent or in bad faith on the part of the person against whom a claim is made.

21.05 Indemnification

The Company shall indemnify and save harmless the individuals appointed to assist with the administration of the Plan, and any other employee, officer or director of a Participating Employer whose responsibilities or duties involve any aspect of the administration of the Plan from personal liability in respect of their respective acts or omissions in respect of the administration of the Plan, except where the act or omission was fraudulent or in bad faith on the part of the member, employee, officer or director.

21.06 Employer Records

Whenever the records of a Participating Employer are used for the purposes of the Plan, such records shall be conclusive of the facts with which they are concerned.

21.07 Interpretation

All questions and matters not provided for in the Plan and all differences arising in regard to the meaning of any application of any provision of the Plan or the rights or obligations of the parties concerned will be determined by the Company in consultation with the Actuary, and its decision shall be conclusively binding on all concerned.

Article 22 – Ad Hoc Increases

22.01 Ad Hoc Increases

In its sole discretion, the Company may amend the Plan to provide ad hoc increases to the amounts of retirement income being paid to Members.

22.02 Maximum Payment Amount

- (a) Notwithstanding section 22.01, in no event shall the amount of retirement income paid to the Member in respect of retirement income payable under article 9 or 12 exceed such portion of retirement income in the year of commencement, adjusted from that time to reflect increases in the Consumer Price Index as published by Statistics Canada.
- (b) Paragraph (a) shall also apply to any portion of retirement income continuing to the Member's Spouse or Beneficiary after the Member's death.

22.03 January 1, 1993 Increase

The pensions attributable to a Member's retirement income payable under article 9 or 12, and being paid to a retired Member or to a Member's Spouse or Beneficiary, as applicable, shall be increased, commencing with the payment for the month of January 1993, by 7.5%. In no event shall the retirement income commencing as of January 1, 1993 exceed the maximum amount permitted by Revenue Rules.