



Simon Fraser University

Simon Fraser Pension Plan

2

SECTION 1. DEFINITIONS

The following words or phrases shall be interpreted as defined herein unless the context clearly indicates otherwise:

- (a) "Actuarial Equivalent" means a benefit of equivalent value when computed at the rate of interest, and on the basis of the mortality or other tables, which may from time to time be adopted by the Trustees, and that are acceptable under the Revenue Rules.
- (b) "Actuary" means a person appointed by the Trustees, who is a Fellow of the Canadian Institute of Actuaries and who carries out actuarial valuations and provides actuarial advice.
- (c) "Annual Earnings" of a Member means the basic annual salary paid, or deemed to be paid to the Member, by the University during a year of the Member's employment, excluding any benefits provided by the University, any stipends, honoraria, supplements, shift and holiday premiums, amounts paid on termination for vacation pay, overtime payments, any other allowance or payment which does not form part of the Member's basic annual salary, and any contributions which may be made by the University to a plan that provides benefits to employees.
- (d) "Average Annual Maximum Pensionable Earnings" means the lesser of the Average Annual Earnings of the Member as defined in Section 1(e) and
 - (i) if the Member is not a Disabled Member, one-third (1/3) of the aggregate of the Yearly Maximum Pensionable Earnings Limit of the Member for the three calendar years ending with the calendar year in which the Continuous Service of the Member terminates or,
 - (ii) if the Member is a Disabled Member immediately prior to the date the Continuous Service terminates, then one-third (1/3) of the thir*0,u3 Tw

Member f 234 0 TD 0.0219 Tc -

- (e) "Average Annual Earnings" means one-fifth (1/5) of the aggregate of a Member's Annual Earnings in the two hundred and sixty (260) consecutive calendar weeks of Continuous Service in which such aggregate is the highest provided that:
- (i) the Member has less than two hundred and sixty (260) weeks of Continuous Service, then Average Annual Earnings means 52 times the arithmetic weekly average of the aggregate of the Member's salary from the University (calculated on the same basis as Annual Earnings) received during the period of Continuous Service; and
 - (ii) the Member takes a leave of absence without pay during the two hundred and sixty (260) consecutive calendar weeks of Continuous Service, in which, but for such leave, the aggregate of Annual Earnings would have been the highest and if the amount of the University's contributions is not paid pursuant to Section 6 then the period of such leave of absence shall be deleted from the calculation of the Member's aggregate Annual Earnings and the aggregate Annual Earnings shall be increased based on the Annual Earnings of the Member for the period of employment equivalent in length to the leave of absence that occurred immediately before the commencement of the two hundred and sixty (260) consecutive calendar weeks.
 - (iii) for purposes of calculating the Average Annual Earnings in a pay period that includes Continuous Service as a part-time Employee, the Earnings for the member in that pay period will be grossed-up to the Earnings that would have been earned on a full-time basis.
- (f) "Beneficiary" means a person designated by a Member in accordance with Section 19 (g).
- (g) "Commutated Value" means, in relation to benefits that a person has a present or future entitlement to receive, a lump sum amount which is the actuarial present value of those benefits computed using rates of interest, the actuarial tables and other assumptions as may be adopted by the Trustees in consultation with the Actuary, subject to the requirements of the Pension Benefits Standards Act and the Income Tax Act.

- (h) "Consumer Price Index" means the Consumer Price Index for Canada (All Items) as published under the authority of the Statistics Act (Canada).
- (i) "Continuous Service" means a Member's continuous period of employment with the University as determined pursuant to Section 5.
- (j) "Credited Service" means a Member's credited service as determined pursuant to Section 5.
- (k) "Custodian" means the person, firm or corporation appointed by the Trustees pursuant to the Trust Agreement and Section 3 hereof as the Custodian for the purposes of the Plan.
- (l) "Deferred Vested Member" means a person who was a Member of the Plan immediately prior to the termination of Continuous Service and who upon such termination was vested and becomes entitled to a Deferred Vested Retirement Benefit in accordance with Section 11(a).
- (m) "Deferred Vested Retirement Benefit" means a benefit to which a Deferred Vested Member is entitled under Section 11(a).
- (n) "Disability Date" means the date a Member is deemed to be disabled pursuant to Section 9 (a).
- (o) "Disabled Member" means a Member who is entitled to receive disability income benefits under the Long Term Disability Insurance Plan (or but for the benefit offset provisions of that plan would be entitled to such benefits), and who is not a Deferred Vested Member or Retired Member.
- (p) "Early Retirement" means a Member's retirement from the University prior to Normal Retirement Date in accordance with Section 7(b).
- (q) "Early Retirement Date" means the early retirement date of a Member as described in Section 7(b).
- (r) "Effective Date" means July 1, 1969.

- (s) "Employee" means a person employed on a continuous basis by the University at least 28 hours bi-weekly, or, if employed less than 28 hours bi-weekly earns at least 35% of the YMPE for two consecutive years and who is not a member of any other registered employee pension or retirement plan to which the University is required to make contributions.

- (t) "Employee Organizations" means the Administrative and Professional L1c

- (bb) "Normal Retirement" means a Member's retirement from the University on their Normal Retirement Date in accordance with Section 7 (a).
- (cc) "Normal Retirement Date" means the first day of the month coinciding with or next succeeding a Member's sixty-fifth (65th) birthday.
- (dd) "Pension Benefits Standards Act" means the Pension Benefits Standards Act, Statutes of British Columbia and the Regulations thereunder, as amended or replaced from time to time.
- (ee) "Pension Credit" means the amount as determined in accordance with Section 8301 (1) of the Income Tax Regulations.
- (ff) "Pension Fund" means the fund established pursuant to the Trust Agreement and maintained to provide benefits under or related to the Plan.
- (gg) "Person" means an individual and as the context requires, includes an estate, firm, corporation or other entity.
- (hh) "Plan" means this Pension Plan in its present form or as may be from time to time properly amended.
- (ii) "Plan Year" means the calendar year.
- (jj) "Prior Pension Plan" means the retirement plan commonly known as TIAA/CREF in effect at Simon Fraser University on June 30, 1969.
- (kk) "Retirement Benefit" means the amount of defined pension benefit determined in accordance with Section 8, as modified pursuant to Section 7, if applicable, and payable monthly to a Retired Member or Spouse. It also includes benefits payable pursuant to Section 21(d).
- (ll) "Retired Member" means a person who was formerly a Member and is entitled to receive a Retirement Benefit under this Plan or a predecessor to this Plan.
- (mm) "Revenue Rules" means the provisions of the Income Tax Act pertaining to registered pension plans as they are applicable to the Plan.

- (nn) "Spouse" means, in relation to another person,
 - (a) a person who at the relevant time was married to that other person and not

- (vv) "Yearly Maximum Pensionable Earnings Limit" means the "Year's Maximum Pensionable Earnings" as defined in the Canada Pension Plan Act, R.S.C. 1970, c. C-5, as the same may be amended or replaced from time to time.

SECTION 2. PENSION FUND: CREATION AND PURPOSE

- (a) The Pension Fund shall be maintained pursuant to the provisions of this Plan and of the Trust Agreement for the purpose of providing retirement, death and termination benefits for the Members, Retired Members and their Beneficiaries and for paying the costs of operation and administration of the Fund, in each case in accordance with this Plan and the Trust Agreement.
- (b) All contributions made to or under the provisions of this Plan shall be paid into the Pension Fund, and all disbursements with respect to benefits payable under the provisions of this Plan shall be made from the Pension Fund.
- (c) The Pension Fund shall comprise the entire assets of the Plan including those assets derived from contributions, together with all contracts (including dividends, interest, refunds or other sums payable to the Trustees on account of such contracts) and investments made and held by the Trustees, all income therefrom, and any other property received and held by any of the Trustees in his/her or their capacities as such.
- (d) The Trustees are hereby designated as the only Persons to receive contributions to the Pension Fund, and the Trustees are vested with all right, title and interest in and to the Pension Fund for the uses, purposes and duties set forth in this Plan and the Trust Agreement.
- (e) pr as 1.699stood Peatnefnson Funves are 58but4.5.5745 benefits payable.054

affected provisions are as follows: Sections 1 (a), 1 (nn), 5 (e) (i), 6 (a), 7 (b) (iv), 8 (f), 11 (c), 15, 16, 17 and 21 (b).

SECTION 3. CUSTODIAN

A Custodian of the assets of the Plan shall be appointed by the Trustees and may be changed by the Trustees from time to time.

The duties of the Custodian shall include the following:

- (a) it shall receive from the Trustees the University's contributions to the Plan and any Member Voluntary Contributions as set forth in this Plan
- (b) it shall receive all of the income from the assets held by it
- (c) it shall invest and reinvest the corpus and income of the assets held by it subject to the requirements of the Plan and the Trust Agreement and in accordance with any investment guidelines established by the Trustees and set forth in written directions from the Trustees
- (d) it shall pay, upon written instructions from the Trustees, the funds required for the payment of Retirement Benefits, other Plan benefits, or any other payments under the Trust Agreement, and
- (e) it shall maintain such records and accounts of the assets held by it and shall render such financial statements and reports as may be required from time to time by the Trustees.

All payments under the Plan, including the compensation of the Custodian and all other costs incurred with respect to the operation and administration of the Plan except the costs of administration carried out only by the University itself, shall be made or provided for solely from the assets of the Plan held by the Custodian and solely to the extent that such assets shall suffice therefor. If the assets should be insufficient to provide for any payment under the Plan none of the Trustees, the Custodian, or the members, officers, agents or representatives of any or all of them, shall be liable for any such payment in any manner whatsoever.

SECTION 4. ELIGIBILITY AND MEMBERSHIP

- (a) Each person who was a Member or Retired Member under the Unamended Plans on December 31, 1988 automatically becomes a Member or Retired Member of this Plan pursuant to Section 20(a).
- (b) Each full-time Employee shall become a Member of this Plan, as a condition of employment, on the date of hire provided that the employee has not then attained the age of sixty-five (65) years.
- (c) Each Part-Time Employee shall become a Member of this Plan after completing two years of Continuous Service provided the Employee is employed on a continuous basis by the University at least 28 hours bi-weekly, or if employed less than 28

- (d) In the event a Member whose Continuous Service terminates or has terminated, and who is entitled to a Deferred Vested Retirement Benefit, is subsequently re-employed before Normal Retirement Date and within twelve months from the date of termination, the Trustees may credit the Member with Continuous Service which so terminated in addition to Continuous Service which commences on the date of re-employment, and the Deferred Vested Retirement Benefit shall be canceled.
- (e) Credited Service of a Member is the period of time of the Member's Continuous Service except for any period of Continuous Service where:
- (i) the Member is on leave of absence without pay. Where, however, the amount of the University's contributions in respect of the Member is paid based upon the Annual Earnings which the Member would otherwise have received during such a leave of absence (whether paid by the University or by some other source), the leave of absence shall be included in Credited Service. For purposes of Credited Service, unpaid leaves of absence prior to January 1, 1991 are limited to a maximum full time equivalent of two years. After December 31, 1990 the aggregate of Credited Service granted for a leave of absence is limited to a maximum full time equivalent of five years plus an additional three years in respect of absences that occur within the 12 month period which commenced at the time of the birth or adoption of a child of the Member.
 - (ii) University contributions are payable to another registered pension plan on their behalf;
 - (iii) the Member transfers to a class of employment with the University such that they are not, or would not be, an Employee as defined in Section 1 (s).
 - (iv) the Member is or was a part-time Employee in which case Credited Service is calculated as a pro-rata fraction of such period.

SECTION 6. UNIVERSITY CONTRIBUTIONS

- (a) University Contributions

- (i) The Actuary shall conduct an actuarial valuation of the Plan upon dates specified by the Trustees but no later than three (3) years following the date of the previous actuarial valuation of the Plan.
- (ii) Based upon the amounts estimated by the Actuary and recommended by the Trustees to the Board of Governors of the University, the University shall contribute to the Fund such amounts as are required to fund the Retirement Benefits and other Plan benefits, other than Money Purchase Benefits determined in Section 21, in accordance with, and within the time limits specified in the Pension Benefits Standards Act, specifically employer contributions shall be paid bi-weekly.
- (iii) The University shall not suspend its contribution to the Pension Fund without the prior approval of the Employee Organizations.
- (iv) Under no circumstances shall any portion of the Pension Fund, during the tenure of the Plan or upon termination of the Plan, or at any other time, revert or accrue to the benefit of the University or be utilized to reduce contributions to the Pension Fund, except as specified in Section 6 (b) or as otherwise required under Revenue Rules.

(b) Excess Contributions

- (i) In the event that the University or a Member makes a contribution to the Plan which would cause revocation of the Plan's registration under the Income Tax Act then, subject to Revenue Rules, such contribution shall be returned to the University or the Member, as applicable.
- (ii) In the event that the University makes a contribution to the Plan which is subsequently determined to be an overpayment of required contributions, such contribution shall be returned to the University, subject to Revenue Rules.

SECTION 7. RETIREMENT

(a)

required to reach age 65 or to reach 10 years of Credited Service
if less,
prorated for completed months.

The early retirement benefits described in subsections (i), (ii) and (iii) above apply to all Members after September 26, 1996. In addition, for those who were Members before September 26, 1996 and who retire from active employment with the University after age 55 with less than 10 years of Credited Service, the prior rules will continue to apply, namely: no reduction if the member retires at age 60 or over, and reduced by 5% per year for every year the Member is under age 60, prorated for completed months.

- (iv) Deferred Vested Members are not eligible for the early retirement benefits listed above. For these Members the amount of Retirement Benefit payable on Early Retirement shall be a reduced monthly amount, commencing on the Early Retirement Date, which is determined as the Actuarial Equivalent of the Retirement Benefit which would be payable commencing at Normal Retirement Date, provided however, that any such reduction in the pension must not be less than the reduction provided for in paragraph 8503(3)(c) of the Regulations under the Income Tax Act.

required ton the

The normal form of Retirement Benefit for Members not having a Spouse at termination of employment shall be monthly payments for the life of the Member only, ceasing on the member's death.

(ii) Members having a Spouse at termination of employment

The normal form of retirement benefit for Members having a Spouse at termination of employment shall be according to A and B below.

(A) Spouse at retirement or pre-retirement death is same as Spouse at termination of employment

The normal form of Retirement Benefit shall be monthly payments to the Retired Member terminating with the payment made on the first day of the month in which the death of the Retired member occurs after which the Spouse shall receive monthly Retirement Benefits each equal to one-half of the monthly payments which would have been made to the Retired member, if living, payable for the remainder of the Spouse's lifetime.

(B) Spouse at retirement or pre-retirement death is not same as Spouse at termination of employment.

When the Spouse at retirement or at the Member's death before retirement is not the same as the Spouse at termination of employment, the normal form of Retirement Benefit shall be monthly payments for the life of the member only, ceasing on the Member's death.

Notwithstanding the above, the B.C. Pension Benefits Standards Act requires that where there is a Spouse at retirement, payments to the surviving Spouse be not less than 60% of the payment to the Retired member, the normal form of the

The initial amount of a Retired Member's normal Retirement Benefit is an annual amount, payable in equal monthly installments commencing at Normal Retirement Date, equal to:

(i) for Credited Service up to and including December 31, 1989:

- (A) 2.13% of such Average Annual Earnings multiplied by the number of years (including fractions of a year) of such Credited Service to December 31, 1989, less
- (B) 0.63% of such Average Annual Maximum Pensionable Earnings multiplied by the number of years of Credited Service (including fractions of a year rendered subsequent to January 1, 1966, plus

(ii) for Credited Service on and after January 1, 1990:

- (A) 1.7% of such Average Annual Earnings multiplied by the number of years (including fractions of a year) of Credited Service, less
- (B) 0.5% of such Average Annual Maximum Pensionable Earnings multiplied by the number of years of Credited Service (including fractions of a year) and less
- (C) the amount which is determined by the Trustees to be the initial amount of annual benefit payable to the Retired Member under the Prior Pension Plan, in equivalent Canadian currency, of an annuity commencing at the Retired Member's Normal Retirement Date with the same terms as the form of Retirement Benefit under this Plan.

(c) Annual Adjustments to the Retirement Benefit

The annual amount of the Retirement Benefit payable to a Retired Member for a Plan Year but before deduction of the Retirement Benefit payable under the Prior Pension Plan as described in the immediately preceding sub-paragraph (C) of paragraph (b) of this Section 8 shall be adjusted as at each January 1 commencing with the January 1 which occurs after their retirement date (or if retirement date is

on January 1, then on the January 1 next following) so that the amount payable in the Plan Year which is then commencing shall be an amount equal to:

- (i) the annual amount that was the Retirement Benefit for the preceding year multiplied by
- (ii) the ratio that the Consumer Price Index as at September 1 of the immediately preceding calendar year bears to that index at September 1 of the next preceding calendar year;

(ii) Joint and 50%, 60% or 100% Survivor Benefit (not guaranteed)

This option is available to Members with a Spouse at retirement. Under this option, the Member receives a reduced monthly benefit payable for life and, after the Member's death, the pension continues to the Spouse, if then living, at (a) 50%, (b) 60% or (c) 100% of the pension to the Member. The continuing pension to the Spouse ceases on the death of the Spouse.

(iii) Joint and Survivor Benefit Guaranteed 10 years

This option is available to Members with a Spouse at retirement. Under this option, the Member receives a reduced monthly benefit payable for life and, after the member's death the pension continues to the Spouse, if then living, at (a) 50%, (b) 60%, or (c) 100%, of the pension to the Member, for the remainder of the Spouse's lifetime. If both the Member and Spouse die before 120 monthly payments have been made, payments will continue at the rate in effect at the second death, until a total of 120 payments are made.

The Annual Adjustments described in Section 8(c) are guaranteed for all the options described in Section 8(e). All optional forms are calculated on an Actuarial Equivalent basis to the normal form.

(f) Commuted Value of Retirement Benefit

A member at retirement, whether early or normal, may, by written notice to the Trustees elect to receive in lieu of the Retirement Benefit described in section 8(a), the Commuted Value of such benefits disbursed in one of the following ways:

- (i) for benefits accrued to December 31, 1992:
 - (1) paid as a lump sum or,
 - (2) transferred to another registered pension plan, a registered retirement savings plan or a registered retirement income fund.
 - (3) applied to purchase an annuity or annuities from an insurance company licensed to do business in Canada.

- (ii) for benefits accrued from January 1, 1993:
 - (1) transferred to another registered pension plan, or to a locked-in registered retirement savings plan, as prescribed in the Pension Benefits Standards Act.
 - (2) applied to purchase a life annuity or life income fund from an insurance company licensed to do business in Canada, provided the payment of the annuity will not commence before the earliest date on which the Member was entitled to retire under the Plan.

Where the commuted value is transferred to a tax-sheltered vehicle, for example a

SECTION 9. DISABILITY

(a) Disability Date

A Member's Disability Date shall be the first day of the calendar month in which the Member commenced receiving disability income benefits under the Long Term Disability Insurance Plan or would have commenced receiving such income benefits except for the benefit offset provisions of such plan.

(b) Retirement Benefit

Under the Plan, no Retirement Benefit is payable to a Disabled Member until they become a Retired Member. A Disabled Member shall become a Retired Member on Normal Retirement Date.

(c) Accrual of Retirement Benefits while Disabled

For the purpose of determining the Retirement Benefit payable to a Disabled Member when they become a Retired Member, they shall be deemed to have had, for the period they have been disabled, Annual Earnings equal to the rate of Annual Earnings received by the Member immediately prior to the Disability Date.

(d) Disability Ending before Normal Retirement

(i)

2. The Members return to active employment with the University, the Retirement Benefits are calculated based on the provisions of the Plan, in effect as at the date of the subsequent termination, death or retirement.

SECTION 10. VESTING

Except as otherwise provided in Section 14 with respect to Voluntary Contributions, a Member who serves in a position normally eligible for overtime compensation and whose employment is terminated for reasons other than by retirement, death or disability and prior to completion of two (2) years of Continuous Service, shall not be entitled to any benefit under this Plan. In the event such an employee is subsequently re-hired by the University, the employee shall be treated as a new employee for all purposes of the Plan. Members in positions not normally eligible for overtime compensation shall have immediate vesting.

SECTION 11. BENEFITS ON TERMINATION OF EMPLOYMENT

- (a) Upon termination of employment of a vested Member as described in Section 10, such Member shall become a Deferred Vested Member and be entitled to a Deferred Vested Retirement Benefit equal to the Retirement Benefit accrued to the date of termination plu

A.

In addition to any other death benefit payable under Section 12(a)(A)(i), the Member's Spouse, or if there is no Spouse, the Member's Beneficiary is entitled to receive a refund of the Member's Voluntary Contribution Account, if any.

If the person entitled to the refund of the member's Voluntary Contribution Account is the Member's Spouse or former Spouse, that person may elect to have the amount transferred directly on his or her behalf to a registered retirement savings plan.

In the event there is no beneficiary, funds would be payable to the Estate.

(b) After Retirement

On the death of a Retired Member who is receiving Retirement Benefits pursuant to Section 8 his or her surviving Spouse shall receive monthly Retirement Benefit payments in accordance with that Section.

(c) Proof of Death

No Retirement Benefit or other Plan benefit shall be paid to a Beneficiary until there has been provided to the Trustees proof satisfactory to the Trustees of:

- (i) the death which gives rise to the payment of such benefit
- (ii) the identity of the Beneficiary and
- (iii) in the case of a Beneficiary who is an individual, the continued life of such individual.

In the event of payment to the Beneficiary in one lump sum, the Commuted Value of the accrued Retirement Benefit shall be calculated as of the anticipated month of payment.

SECTION 13. SMALL BENEFIT COMMUTATION

If the Commuted Value payable at the Members' Normal or Early Retirement Date, date of termination or date of death in respect of the Member's service on or after January 1, 1993 is not more than 20% of the YMPE in the year of the Member's retirement, date of termination or date of death, or the monthly pension earned

after 1992 is not more than one-twelfth of ten percent of the YMPE in the year of retirement, termination or death, the Member or the Member's Spouse shall be entitled to receive the Commuted Value of this pension as a lump sum with the locking-in requirement not applicable

SECTION 14. VOLUNTARY CONTRIBUTIONS BY MEMBERS

- (a) During such time as they are Employees, Members shall have the right to make Voluntary Contributions to the Pension Fund. All such contributions shall be made through the University.

The University shall maintain records for each Member making such contributions, which shall include contributions made, income from earnings and the Member's account balance.

From time to time but not less frequently than as of the last day of each Plan Year, the University shall arrange for a valuation of the assets of the Pension Fund and for the determination of the net rate of investment earnings of the Pension Fund, including the net increase or decrease in the value of the assets of the Pension Fund after deduction of investment expenses. The net rate of investment earnings shall be allocated to the Voluntary Contribution Accounts.

The amount of each Member's Voluntary Contribution Account on retirement, death or termination of a Member shall be the amount of such account as at the last allocation of investment earnings plus all contributions made pursuant to this Section since such last determination of net rate of investment earnings plus Interest thereon to date of settlement.

- (b) Prior to, at or after retirement and before attaining the age of sixty-nine (69) years a Member or Retired Member may elect to receive a cash payment equal to the amount of their Voluntary Contribution Account or they may elect that the amount of their Voluntary Contribution Account shall be:
- (i) transferred to or under a Registered Retirement Savings Plan, or Registered Retirement Income Fund or,

- (ii) applied to purchase an ordinary life annuity or any other form of optional retirement benefit selected by the Member or Retired Member which complies with the Income Tax Act.
- (c) In the event of the death of a Member prior to the actual retirement date, there shall be paid to the Spouse, or if there is no Spouse, the Member's Beneficiary, the amount of the Voluntary Contribution Account, provided that, if the Beneficiary is the surviving Spouse of the Member, the Spouse may elect that the lump sum shall be:
 - (i) paid to him or her as a lump sum, or
 - (ii) transferred to another Registered Pension Plan, or to a Registered Retirement Savings Plan, or a Registered Retirement Income Fund or,
 - (iii) applied to purchase an ordinary life annuity or any other form of optional retirement benefit selected by the Spouse which complies with the Income Tax Act.
- (d) In the event of the termination of employment of a Member before retirement for reasons other than death, such Member shall be entitled to receive one of the following:
 - (i) the amount of the Voluntary Contribution Account in a lump sum, or
 - (ii) the amount of the Voluntary Contribution Account transferred to another Registered Pension Plan or to a Registered Retirement Savings Plan, or a Registered Retirement Income Fund.
- (e) A Member who is 55 years of age or older and who has a Voluntary Contribution Account balance of \$10,000 or greater, may transfer all or a portion of their Account to the Guaranteed Income Fund.

SECTION 15. MAXIMUM RETIREMENT BENEFITS

permitted under Section 8504 of the Regulations made pursuant to the Income Tax Act. The 2% formula limit and the defined benefit limit in Regulation 8504 (at \$1,722.22 in 1993) shall be applied separately to pre-1990 and post-1989 periods of Credited Service in the benefit formula. With respect to years of service used in calculating maximum benefits, no more than 35 years of such service rendered prior to January 1, 1992 may be considered.

SECTION 16. BENEFITS AND INALIENABLE RIGHTS

Retirement Benefits or other Plan benefits or any rights or interests therein or any rights or interests in the Plan shall not be capable of being sold, transferred, Retird Membverre4 Benefciaries0 and shall not

SECTION 76. AMENDMENT OF PLANS

Each person who has a Voluntary Contribution Account shall be entitled to receive a refund of such account.

- (b) An amount sufficient to make payment of Retirement Benefits to Retired Members, Disabled Members and Beneficiaries.
- (c) an amount which shall be equal to the total of the Money Purchase Accounts of all persons at the date of termination, shall be set aside;

Each person who has a Money Purchase Account shall be entitled to a refund of such account.

- (d) amounts sufficient to provide the following:
 - (i) payment of Retirement Benefits to such Members who are eligible for Early or Normal Retirement at the date of Plan termination;
 - (ii) payment of Deferred Vested Retirement Benefits to Deferred Vested Members;
 - (iii) payment of Retirement Benefits accrued to the date of termination of the Plan to all other Members.
- (e) the balance of the assets remaining, if any, must be distributed by the Trustees to the Members, former Members and/or their spouses, designated beneficiaries and estates, who are in receipt of a benefit, in a non-discriminatory manner.

The application of the assets of the Plan for the purposes specified shall be carried out in accordance with a non-discriminatory formula adopted by the Trustees based upon Retirement Benefits and Continuous and Credited Service. When such

- (a) Each Member shall be advised of the general provisions of the Plan and, upon written request addressed to the Trustees shall be furnished with information regarding their status, rights and privileges under the Plan.
- (b) No Person shall have any rights in or to the Pension Fund or any part thereof, or under the Plan, except as and only to the extent expressly provided for in the Plan.
- (c) Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund or account thereunder, nor the payment of any Retirement Benefit or other Plan benefit pursuant thereto nor any other action of the University or the Trustees shall be construed to confer upon any person, other than as specifically provided under the Plan, any legal or equitable right against the University or the Trustees including the right to continue to be employed by the University or, upon dismissal, any right or interest in the Plan or the assets of the Plan .
- (d) The final payment of a Retirement Benefit or other Plan benefit pursuant to the provisions of the Plan to the Person entitled to receive same shall be in full satisfaction of any claims such Person may have against the University or the Trustees under the Plan.
- (e) Each Member shall be required to furnish the University, on forms prescribed by the Trustees, such information as it may reasonably require for proper administration of the Plan.
- (f) The headings in the Plan are inserted for purposes of convenience of reference only and are not part of the Plan or to be considered in any interpretation of same.
- (g) Each Member shall designate a Beneficiary in the manner prescribed by the Trustees to receive any Retirement Benefit or other Plan benefit which may become payable to the Beneficiary under the Plan. A Member may change his or her Beneficiary from time to time by written notice delivered to the Trustees in the manner prescribed by the Trustees. If the Member has not designated a Beneficiary or if the Beneficiary designated by the Member is not alive at the time of death of the member, the estate of the Member shall be the Member's Beneficiary.
- (h) Each Member, Retired Member and Beneficiary, the legal representative of each of them and any other Person to whom a benefit is payable under the Plan is responsible for applying to the Trustees for each such benefit. Neither the Pension

Unamended Plans on December 31, 1988 who is entitled to benefits as a result of disability shall become a Disabled Member of this Plan.

Each Spouse or Beneficiary of the Unamended Plans on December 31, 1988 shall become a Spouse or Beneficiary of this Plan, as the case may be.

- (b) The Retirement Benefit or any other benefit payable to such a Person under the Plan shall be in the amount and in the form of payment and shall be payable on the same terms as the Retirement Benefit or any other benefit payable under the Unamended Plan.

SECTION 21.

MONEY PURCHASE ACCOUNTS AND MONEY PURCHASE BENEFITS

- (a) Allocation

Subject to Section 21 (b), the Surplus, or any portion thereof, on the advice of the actuary may be allocated by the Trustees and the date of such allocation, and the manner in which Surplus is to be distributed shall be determined by the Trustees. Further, the manner in which Surplus is to be distributed shall be subject to any agreement between the University and the Employee Organizations.

- (b) Maximum Surplus Allocation

In no event shall the amount of Surplus transferred to a Member's Money Purchase Account in accordance with Section 21(a) to any Member in any Plan Year exceed the lesser of (i) and (ii), reduced by (iii) where:

- (i) is eighteen percent (18%) of the Member's Annual Earnings in that Plan Year, or such other limit as is specified by legislation;
- (ii) is the money purchase limit as defined under Section 147.1 (i) of the Income Tax Act; and
- (iii) is the Member's Pension Credit in respect of the Retirement Benefit

The Trustees shall arrange for the establishment and maintenance of a Money Purchase Account for each Member or retired Member entitled to a Surplus allocation, in accordance with Section 21 (a), to which account such Surplus allocations shall be credited.

Beneficiary the amount of the Money Purchase Account; provided however, that if the amount is payable to the surviving Spouse of the Member, the Spouse must elect that the lump sum shall be:

- (A) transferred to an insurance company for the purchase of an immediate or deferred life annuity provided payment of the annuity commences prior to the end of the calendar year in which the Spouse attains age sixty-nine (69) years, or
 - (B) transferred to the Spouse's registered locked-in retirement savings plan or life income fund as prescribed by the Pension Benefits Standards Act.
- (iii) In the event of termination of employment of a Member before retirement for reasons other than death, the amount of a Member's Money Purchase Account shall be transferred to:
- (A) an insurance company for the purchase of an immediate life annuity or deferred life annuity provided payment of the annuity will not commence before the earliest date on which the Member was entitled to retire under the Plan, or
 - (B) A locked-in registered retirement savings plan, or life income fund as prescribed by the Pension Benefits Standards Act.

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

(c) Annual Statement

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

(d) Statement on Termination of Employment or Membership

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

(e) Inspection of Documents

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

APPENDIX A

SUPPLEMENTARY GROUP LIFE INSURANCE

(a) **Eligibility**

A Member of the Plan who was a Member of the Administrative Staff Plan or Union Personnel Plan on December 12, 1972 who since has been employed continuously by the University is eligible for supplementary group life insurance.

(b) **Benefit**

In the event of the death of a Member who is eligible for supplementary group life