

Edmonton Pipe Industry Pension Plan

(Amended and Restated as at January 1, 2015)

Employment Pension Plans Act Registration No. 41811

Income Tax Act Registration No. 0546028

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SECTION I – EFFECTIVE DATE

1. The effective date of the Plan shall be October 1, 1968.
2. The Plan was amended and restated as of October 1, 1992 to consolidate all prior amendments to the Plan and to make further amendments to the Plan for reasons of compliance with the Income Tax Act.
3. As of January 1, 2000, the Plan was further amended and restated as contained in this document to consolidate all prior amendments to the Plan and to make further amendments to the Plan for reasons of compliance with the Income Tax Act and the Employment Pension Plans Act.
4. As of April 1, 2005, the Plan was further amended and restated as contained in this document to consolidate all prior amendments to the Plan and to make a further amendment to the Plan such that, on and after April 1, 2005, Plan Members may no longer make voluntary contributions in accordance with Section IX, and all Plan Members must withdraw their voluntary contribution account, if any, maintained under the Plan as of that date.
5. As of October 1, 2009, the Plan was further amended and restated as contained in this document to consolidate all prior amendments to the Plan.
6. Unless stated otherwise, the terms of the Plan as restated in this text apply to Periods of Active Membership which cease on or after October 1, 1992. The benefits of Plan Members in respect of any Periods of Active Membership which ceased before October 1, 1992 are determined by the terms of the Plan that were in effect at the time of that event, except that:
 - (a) the inclusion in the definition of “Plan Member” of an Employee described in subsection II.21(c) is conclusively deemed to have taken effect on June 1, 1981,
 - (b) the inclusion in the definition of “Plan Member” of an Employee described in subsection II.21(d) is conclusively deemed to have taken effect on January 1, 1985, and
 - (c) each *ad hoc* cost-of-living increase set out in Appendix D is conclusively deemed to have taken effect on the particular date specified for that increase in the column headed “COLA Effective Date” in Appendix D.

7. To the extent that the inclusion of Sections XVI.7 and XVI.8 and Appendix D in this text of the Plan constitutes a series of amendments to the Plan to approve and confirm each of the *ad hoc* cost-of-living increases set out in Appendix D, the effective date of each such amendment is conclusively deemed to be the same date as the effective date of the corresponding *ad hoc* cost-of-living increase, as specified in the column headed “COLA Effective Date” in Appendix D.
8. Effective January 1, 2007, defined contribution provisions were added to the Plan in respect of Retired Plan Members who returned to work with a participating Employer and for whom contributions are required under the Collective Agreement. Such Retired Plan Members are not entitled to accrue any benefits on a defined benefit basis while in receipt of pension, but will instead accumulate entitlement to benefits on a defined contribution basis as set out in Section VIII.

Where a Retired Plan Member had elected to suspend receipt of his pension in order to accrue additional Retirement Benefits under the provisions of Section VIII as they existed prior to January 1, 2007, those former provisions of Section VIII shall continue to apply to such Retired Plan Member after January 1, 2007 until the Retired Plan Member’s pension is recommenced, and only thereafter shall the amended provisions of Section VIII become effective in respect of such Retired Plan Member.

9. As of January 1, 2015, the Plan was further amended and restated as contained in this document to consolidate prior amendments to the Plan and to make further amendments to the Plan for reasons of compliance with the Employment Pension Plans Act.

SECTION II – DEFINITIONS

The following words and phrases as used herein shall have the following meanings unless a different meaning is plainly required by the context:

1. “**Account**” shall mean the account maintained in respect of each Plan Member who is eligible to accrue benefits under Section VIII, with respect to contributions made on his behalf, together with Credited Interest thereon.
2. “**Actuarial Equivalent**” shall mean a pension of an equivalent value determined using actuarial tables and other methods and assumptions that are adopted by the Board on the recommendation of the Actuary for the purposes of the Plan, subject to any requirements of the Employment Pension Plans Act and the Income Tax Act.
3. “**Actuary**” shall mean a person or firm retained by the Board who is, or one of whose employees is, a Fellow of the Canadian Institute of Actuaries.
4. “**Beneficiary**” shall mean a person who is receiving or entitled to receive benefits under this Plan (other than a pension for his retirement) because of his designation for such benefits by a Plan Member or Retired Plan Member.
5. “**Board**” shall mean the Board of Trustees of the Edmonton Pipe Industry Pension Trust Fund, whose duties shall be that of the administration of the Plan and the Trust Account, and whose members shall be appointed pursuant to the applicable provisions of the Trust Agreement.
6. “**Collective Agreement**” shall mean the Registered Collective Agreement between Construction Labour Relations - An Alberta Association Mechanical (Provincial) Trade Division and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, CFL, Local Union #488, Edmonton, Alberta, and Local Union #496 Calgary, Alberta, as amended or replaced from time to time.
7. “**Commuted Value**” shall mean, 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 that are adopted by the Board on the recommendation of the Actuary for purposes of the Plan, subject to any requirements of the Employment Pension Plans Act and the Income Tax Act.
8. “**Covered Hours of Employment**” shall mean the number of compensable hours, determined by dividing the contributions received from an Employer on a Plan Member’s behalf (excluding any contributions received while the Plan Member is not entitled to accrue Retirement Benefits under the provisions of Section VIII.1)

by the Standard Contribution Rate for the period. Covered Hours of Employment shall also include:

- (a) all hours credited on the Plan Member's behalf pursuant to any Reciprocal Agreement; and
- (b) after a period of Temporary Disability which exceeds four (4) months, deemed hours of employment at a rate equal to the average number of Covered Hours of Employment earned by all active Plan Members during the previous Plan Year; and
- (c) in respect of a Totally and Permanently Disabled Plan Member prior to October 1, 1994 who had not elected to commence receipt of a pension pursuant to Section V.5 or V.6, deemed hours of employment at a rate of 1500 hours per plan year; and
- (d) in respect of a Totally and Permanently Disabled Plan Member after September 30, 1994 who has not elected to commence receipt of a pension pursuant to Section V.5 or V.6, deemed hours of employment at a rate equal to average number of Covered Hours of Employment earned by all active Plan Members during the previous Plan Year.

The total of all deemed hours granted to the Plan Member over his lifetime pursuant to subclause (b) above may not exceed the equivalent of five (5) years of Credited Membership Service.

- 9. **“Credited Interest”** shall mean the investment income allocated to Plan Members' Accounts in accordance with Section VIII, subject to any requirements of the Employment Pension Plans Act and the Income Tax Act.
- 10. **“Credited Membership Service”** of a Plan Member shall mean the period for which the Plan Member has Covered Hours of Employment and which commences on the later of:
 - (a) October 1, 1968; and
 - (b) the earlier of
 - (i) the last date of initiation, re-initiation, reinstatement after a withdrawal, or a transfer to the Union as a Plan Member; and
 - (ii) the beginning date of a Plan Member's Period of Active Membership.

The Credited Membership Service of the Plan Member shall be equal to the sum of the Credited Membership Service of the Plan Member determined in accordance with the tables found in Section VII.1.

11. **“Credited Past Service”** of a Plan Member shall mean the number of continuous years of membership in the Union prior to the Effective Date of the Plan and subsequent to the last date of initiation, re-initiation, or a transfer to the Union, except that if a Plan Member’s membership in the Union terminated prior to July 1, 1957 because he was working under a Clearance Card, the aforesaid Credited Past Service shall be increased by the number of continuous months of membership in the Union subsequent to the last date of initiation, re-initiation, or transfer to the Union prior to the date of issuance of the said Clearance Card up to the date of issuance of the Clearance Card, provided, however the Credited Past Service of a Plan Member shall be subject to the following express conditions and limitations:
 - (a) To receive any consideration for Credited Past Service, an Employee must earn at least three hundred (300) Covered Hours of Employment during the first Plan Year commencing October 1, 1968.
 - (b) No credit shall be given for partial or fractional years of membership in the Union. A full year of Credited Past Service shall be given for each multiple of twelve (12) months of membership in the Union as determined above.
 - (c) The Board may make such rules as it deems appropriate in order to recognize as Credited Past Service the period of covered employment of an Employee prior to October 1, 1968, and prior to the last date of initiation, re-initiation; such rules shall be applied in an even handed and consistent manner.
12. **“Credited Service”** shall mean the sum of Credited Membership Service and Credited Past Service.
13. **“Effective Date of the Plan”** shall mean October 1, 1968.
14. **“Employee”** shall mean any person on whose account an Employer is, at the time of reference, making contributions to the Plan, or for whom an Employer previously did make such contributions and who is, at the time of reference, eligible for benefits to be provided by the Plan in accordance with the Trust Agreement.

15. “**Employer**” shall mean a person or organization, whether incorporated or not, who is or becomes bound by a collective bargaining or other agreement with the Union, which agreement provides for the Employer to make contributions to the Plan on behalf of Employees. “Employer” shall also include the Union, the Edmonton Pipe Industry Pension Trust Fund, the Edmonton Pipe Industry Health & Welfare Trust Fund, the Edmonton Pipe Trades Education Trust Fund, and any other employer designated by the Board.
16. “**Employment Pension Plans Act**” shall mean the *Employment Pension Plans Act*, S.A. 2012, c. E-8.1, and the Regulations thereunder, as amended or replaced from time to time.
17. “**Funding Agreement**” shall mean any agreement now or hereafter entered into between the Board and the Trust Company for the purposes of the Plan.
18. “**Income Tax Act**” shall mean the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), and the Regulations thereunder, as amended or replaced from time to time.
19. “**Normal Retirement Date**” of a Plan Member shall mean the first day of the month coinciding with or next succeeding the date the Plan Member attains sixty-five (65) years of age.
20. “**Period of Active Membership**” of a Plan Member shall mean the period commencing with the month in respect of which the Plan first receives contributions on the Plan Member’s behalf and ending on the earliest occurrence of the Plan Member’s retirement pursuant to Section V, termination of membership pursuant to Section X, or death pursuant to Section XII.
21. “**Plan**” shall mean The Edmonton Pipe Industry Pension Plan, created for Employees of those Employers who are subject to a Collective Agreement as well as those Employees who qualify under the eligibility clause.
22. “**Plan Member**” shall include:
 - (a) any Employee who is eligible for coverage and benefits under the Trust Agreement;
 - (b) any Employee who is entitled to benefits from the Plan pursuant to a Reciprocal Agreement;

- (c) after May 31, 1981 and before January 1, 1985, any Employee who is not a member of the Union but who is employed continuously (i.e., without interruption for any reason whatsoever, but subject to any exception made by the Board in its discretion) within the scope of the Collective Agreement as either a permit worker or a potential member of the Union until he becomes a member of the Union (which must occur before his retirement) and whose application to the Board (for coverage under the Plan in respect of hours worked before initiation into the Union) is approved;
 - (d) after December 31, 1984 and before January 1, 2000, any Employee who is not a member of the Union but who is employed within the scope of the Collective Agreement as either a permit worker or a potential member of the Union until he becomes a member of the Union (which must occur before his retirement) and whose application to the Board (for coverage under the Plan in respect of hours worked before initiation into the Union) is approved;
 - (e) after December 31, 1999, any Employee who is not a member of the Union but who is employed within the scope of the Collective Agreement as either a permit worker or a potential member of the Union;
 - (f) any other Employee who is not a member of the Union but who belongs to an eligible class of Employees as designated by the Board and on whose behalf an Employer has made contributions to the Plan; and
 - (g) any other person who is eligible for coverage and benefits pursuant to any applicable federal or provincial pension legislation.
23. **“Plan Year”** shall mean:
- (a) Prior to October 1, 2010, the twelve month period from October 1 to the succeeding September 30, the first day of the first Plan Year being October 1, 1968;
 - (b) Effective October 1, 2010, the fifteen month period from October 1, 2010 to December 31, 2011; and
 - (c) Effective January 1, 2012, the twelve month period from January 1 to the succeeding December 31.
24. **“Post-Retirement Spouse”** means, at the time of death of a Retired Plan Member, a person who did not qualify as a Spouse on the Retired Plan Member’s retirement date and who now qualifies as a spouse as defined by the Income Tax

Act for the purposes of registered pension plans and the Employment Pension Plans Act, subject to the following conditions, For the period from October 1, 1992 to February 28, 2000 inclusive, the person must be:

a person married to the Retired Plan Member and not living separate and apart from him; or

- (a) if there is no person to whom subsection (a) applies, a person with whom the Retired Plan Member has been cohabitating continuously in a conjugal relationship for a one (1) year period immediately preceding the Retired Plan Member's date of death and was during that period held out by the Retired Plan Member in the community in which they lived as the Retired Plan Member's consort.

After February 28, 2000, the person must be:

- (b) a person married to the Retired Plan Member who had not been living separate and apart from the Retired Plan Member for three (3) or more consecutive years preceding the Retired Plan Member's date of death; or
- (c) if there is no person to whom subsection (a) applies, a person who had lived with the Plan Member in a marriage-like relationship for the one (1) year period immediately preceding the Retired Plan Member's date of death.

If a Plan Member becomes a Retired Plan Member on or after January 1, 2015, no person shall qualify as a Post-Retirement Spouse under the Plan.

- 25. **“Qualified Member”** shall mean the status of a Plan Member who, at the relevant time, has no less than five (5) years of continuous membership in the Union. Notwithstanding the foregoing, where a Plan Member was employed by either the Edmonton Pipe Industry Pension Trust Fund or the Edmonton Pipe Industry Health & Welfare Trust Fund, and is not and has never been a member of the Union, such Plan Member shall be deemed to be a Qualified Member.
- 26. **“Reciprocal Agreement”** shall mean an agreement entered into between the Board and:
 - (a) the trustees of the pension trust fund and pension plan of another local union of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada;
 - (b) the trustees of the pension trust fund and pension plan representing the members of another union; or

- (c) any other pension plan so designated by the Board;

where such agreement provides for the transfer of either contributions or other sums equal to the Actuarial Equivalent of accrued benefits. Notwithstanding the foregoing, such agreements must comply with the requirements of both the Income Tax Act and the Employment Pension Plans Act.

- (d)
 - 27. “**Retired Plan Member**” shall mean a former Plan Member or a Plan Member who is receiving pension benefits under this Plan.
 - 28. “**Retirement Benefit**” shall mean any payment provided for in Section VII hereof.
 - 29. “**Separation Agreement**” shall mean, individually or collectively, a *matrimonial property agreement* or a *matrimonial property order*, each as defined in the *Matrimonial Property Act* (Alberta).
 - 30. “**Spouse**” means, at the time a determination of marital status is required, a spouse as defined by the Employment Pension Plans Act and the Income Tax Act, subject to the following conditions, being a person who:
 - (a) was married to that other person and had not been living separate and apart from that other person for three (3) or more consecutive years, or
 - (b) if there is no person to whom subsection (a) applies, immediately preceding the relevant time, had lived with that other person in a conjugal relationship:
 - (i) for a continuous period of at least three (3) years, or
 - (ii) of some permanence, if there is a child of the relationship by birth or adoption.
 - 31. “**Standard Contribution Rate**” for any period shall mean the amount remitted to the Trust by Employers on behalf of journeymen members of the Union for each hour of covered employment under the industrial terms of the Collective Agreement applicable for the period.
 - 32. “**Temporarily Disabled**” shall mean the condition of a Plan Member who is prevented by reason of physical or mental impairment from performing the duties of the employment in which the Plan Member was engaged before the commencement of the impairment, but shall not include the condition of a Plan Member who is Totally and Permanently Disabled.

33. **“Totally and Permanently Disabled”** shall mean the condition of a Plan Member who is entitled to receive disability benefits under the Canada Pension Plan, unless the Board has exercised the option to request an independent medical examination as provided for under Section VII.4.
34. **“Trust”** shall mean the trust established by the Trust Agreement.
35. **“Trust Account”** shall mean the fund maintained to provide benefits under or related to the Plan.
36. **“Trust Agreement”** shall mean the Agreement and Declaration of Trust made and entered into as of the first day of October, A.D. 1968, by and between the Union and those Employers bound by the terms of a predecessor (dated May 1, 1965) of the Collective Agreement, as amended or replaced from time to time.
37. **“Trust Company”** shall mean any trust corporation or financial institution appointed by the Board to hold, administer and invest the Trust Account pursuant to the Funding Agreement.
38. **“Union”** shall mean Local Union 488 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.
39. **“Vested Service”** in respect of a Plan Member shall have the meaning ascribed thereto in accordance with Section XI.
40. **“Vesting Service”** shall mean the period of service for each Plan Year, as determined in accordance with the tables in Section VII.1.
41. **“YMPE”** shall mean, in respect of any Plan Year, the Year's Maximum Pensionable Earnings as defined under the Canada Pension Plan.

Whenever used in the Plan, the masculine pronoun shall include the feminine gender, unless the context indicates otherwise.

SECTION III – ELIGIBILITY

The Plan shall cover all employees satisfying the definitions of Employee and Plan Member as defined in Section II.

In order to be eligible to receive a benefit under the Plan, a Plan Member must meet the eligibility requirements applicable to the benefit in question as set forth in the Plan.

SECTION IV – TRUST ACCOUNT

The Board shall establish and maintain or cause to be established and maintained a trust account (the “Trust Account”) with a Trust Company. Contributions shall be remitted at least monthly by the Employers and the Union and shall be made in accordance with the Collective Agreement and deposited by the Board in the Trust Account.

The Board shall, immediately upon receipt, remit or deposit to the Trust Account the contributions received. These funds are to be held and invested pursuant to the provisions of the Funding Agreement.

All expenses which, in the opinion of the Board, are reasonable and necessary for collecting contributions and administering the Trust Account and the Plan including, but not limited to, all compensation and all reasonable and necessary costs and fees which may be incurred in connection with the employment of such legal, accounting, expert and clerical assistance as the Board, in their discretion, may deem necessary and advisable in the performance of their duties, will be paid from the Trust Account.

The investments of the Trust with respect to assets arising from contributions made for or by Plan Members shall be restricted to those permitted by the Trust Agreement, subject to the Employment Pension Plans Act and any other laws and regulations which may be applicable.

SECTION V – RETIREMENT DATES

A Plan Member may, on written application to the Board, elect a retirement date in accordance with the options outlined below. Notwithstanding the following provisions of this Section V, a Plan Member's retirement date may not precede, nor be deferred beyond ninety (90) days after the day the Board receives a properly completed application for retirement from the Plan Member. Where the application for retirement is received less than thirty (30) days prior to the Plan Member's elected retirement date, the Plan Member's first pension payment may be delayed and paid coincident with the Plan Member's second pension payment.

1. **Normal Retirement**

A Plan Member shall be entitled to retire upon attaining age sixty-five (65).

2. **Early Retirement**

A Plan Member may elect to retire on the first day of any calendar month coincident with or after the date the Plan Member attains fifty-five (55) years of age.

3. **Special Early Retirement**

Where a Plan Member:

- (a) has attained fifty-eight (58) years of age; and
- (b) has not less than fifteen (15) years of Credited Service; and
- (c) has accumulated eighty (80) or more years by adding his age (in years and completed months) and his years of Credited Service; and
- (d) is a Qualified Member immediately prior to this application for special early retirement pension;

such Plan Member may elect to retire pursuant to the special early retirement provisions under Section VII.3 of the Plan.

4. **Delayed Retirement**

A Plan Member who continues to work beyond his Normal Retirement Date may elect a delayed retirement date which shall be the first day of any month following his Normal Retirement Date provided, however, that no Plan Member shall be permitted to elect a retirement date later than the first day of December of the calendar year during which the Plan Member attains seventy-one (71) years of age, or such other age as may be permitted for this purpose under the Income Tax Act.

5. Disability Retirement Prior to Introduction of LTD Plan

Where a Plan Member:

- (a) is not in receipt of a Retirement Benefit; and
 - (b) has completed five (5) years of Credited Service, excluding any Credited Service resulting from deemed Covered Hours of Employment granted after September 30, 1993 pursuant to subsection II.7(b) or II.7(c); and
 - (c) either
 - (i) satisfies the definition of Totally and Permanently Disabled subsequent to October 1, 1972 but prior to January 1, 2002; or
 - (ii) (A) satisfies the definition of Temporarily Disabled on December 31, 2001; and
 - (B) satisfies the definition of Totally and Permanently Disabled subsequent to December 31, 2001 but prior to April 30, 2002 in respect of the same disability; and
 - (C) does not return to work in any capacity commencing from the time the Plan Member was Temporarily Disabled;
- and,
- (d) is not entitled to receive disability income benefits from any program provided or sponsored by the Edmonton Pipe Industry Health & Welfare Trust Fund; and
 - (e) is a member in good standing with the Union at the time he became Totally and Permanently Disabled,

such Plan Member may elect to receive a disability pension in accordance with Section VII.4 commencing with the first day of any month prior to his sixty-fifth (65th) birthday and subsequent to the date he satisfies the definition of Totally and Permanently Disabled.

6. Disability Retirement Following Introduction of LTD Plan

Where a Plan Member:

- (a) is not in receipt of a Retirement Benefit; and

- (b) has completed five (5) years of Credited Service, excluding any Credited Service resulting from deemed Covered Hours of Employment granted after September 30, 1993 pursuant to subsection II.7(b) or II.7(c); and
- (c) satisfies the definition of Totally and Permanently Disabled subsequent to December 31, 2001 in respect of a disability for which the Plan Member did not satisfy the definition of Temporarily Disabled on December 31, 2001; and
- (d) is not entitled to receive disability income benefits from any program provided or sponsored by the Edmonton Pipe Industry Health & Welfare Trust Fund; and
- (e) is a member in good standing with the Union at the time he became Totally and Permanently Disabled,

such Plan Member may elect to receive a disability pension in accordance with Section VII.5 commencing with the first day of any month prior to his sixty-fifth (65th) birthday and subsequent to the date he satisfies the definition of Totally and Permanently Disabled.

SECTION VI – FORMS OF RETIREMENT BENEFIT

1. Normal Form of Retirement Benefit

The normal form of Retirement Benefit for a Plan Member who, at the time of retirement:

- (a) does not have a Spouse, shall be equal monthly instalments for the life of the Retired Plan Member or one hundred twenty (120) months, whichever is longer. If the Retired Plan Member dies before receiving one hundred twenty (120) monthly payments, the Beneficiary of the Retired Plan Member is entitled to receive the Commuted Value of the remaining balance of the one hundred twenty (120) monthly payments in a lump sum. If the Retired Plan Member dies after receiving one hundred twenty (120) monthly payment, the last payment shall be the payment for the month in which the Retired Plan Member's death occurs; or

- (b) has a Spouse, shall be a joint and survivor Retirement Benefit payable in equal monthly instalments for the life of the Retired Plan Member or one hundred twenty (120) months, whichever is longer, and thereafter, on the death of the Retired Plan Member, to the Spouse of the Retired Plan Member for life as follows:
 - (i) where the Retired Plan Member retired pursuant to Section V, but not Section V.5, in monthly instalments equal to sixty-six and two thirds percent (66.67%) of the monthly amount the Retired Plan Member was receiving on the date of death; or,
 - (ii) where the Retired Plan Member retired pursuant to Section V.5 and dies:
 - (A) prior to his sixty-fifth (65th) birthday, the monthly benefit shall equal the lesser of sixty-six and two thirds percent (66.67%) of the monthly amount the Retired Plan Member was receiving and the value of the Retired Plan Member's notional account, as described in Section VII.6, on the date of death; or,
 - (B) on or after his sixty-fifth (65th) birthday, the monthly benefit shall equal sixty-six and two thirds percent (66.67%) of the monthly amount the Retired Plan Member was receiving on the date of death.

For greater certainty, in the event the Retired Plan Member dies before having received the equivalent of the guaranteed number of monthly payments, the balance of the guaranteed number of

monthly payments shall be payable to the surviving Spouse prior to the benefit reduction outlined in (b)(i) and (b)(ii) above, as the case may be, or, in the event of the death of Spouse prior to the expiry of the guarantee period, to the Spouse's beneficiary or estate, as applicable.

- (c) Notwithstanding subsection (b) above, in the event the Spouse is more than ten (10) years younger than the Retired Plan Member at the time of the Retired Plan Member's death, the monthly benefit payment shall be further reduced such that the resulting survivor pension is the Actuarial Equivalent of the survivor pension which would be paid to a Spouse who is exactly ten (10) years younger than the Retired Plan Member.
- (d) The monthly survivor benefit payable to a Spouse pursuant to Subsection VI.1(b) shall cease with the payment made on the first day of the month in which the death of the Spouse occurs.

2. Optional Forms of Retirement Benefit

In lieu of the normal form of Retirement Benefit described in Section VI.1 above, a Plan Member may, at the date of retirement, elect an optional form of Retirement Benefit as provided below:

(a) No Spouse at Retirement

A Plan Member who retires without a Spouse, or whose Spouse waives the survivor benefit in Subsection VI.1(b), may elect an optional form of Retirement Benefit which provides equal monthly payments for:

- (i) the life of the Retired Plan Member; or,
- (ii) the greater of the life of the Retired Plan Member and a guaranteed minimum period of either:
 - (A) sixty (60) months; or
 - (B) one hundred eighty (180) months.

In the event the Plan Member dies before having received the equivalent of the guaranteed number of monthly payments, the remaining balance of the guaranteed number of monthly payments shall be payable to the Beneficiary as a lump sum or, if there is no Beneficiary, the estate of the Retired Plan Member.

(b) Enhanced Survivor Pensions

A Plan Member who retires with a Spouse may elect, at the time of retirement, an optional form of Retirement Benefit payable as equal monthly instalments for the life of the Retired Plan Member or one hundred twenty (120) months, whichever is longer, and thereafter, upon the death of the Retired Plan Member, to the Spouse of the Retired Plan Member for life as monthly instalments equal to either:

- (i) seventy-five percent (75%) of the amount the Retired Plan Member was receiving on the date of death; or,
- (ii) one hundred percent (100%) of the amount the Retired Plan Member was receiving on the date of death.

For greater certainty, in the event the Retired Plan Member dies before having received the equivalent of the guaranteed number of monthly payments, the balance of the guaranteed number of monthly payments shall be payable to the surviving Spouse prior to the benefit reduction, if any, outlined above, or, in the event of the death of Spouse prior to the expiry of the guarantee period, to the Spouse's beneficiary or estate, as applicable.

The monthly survivor pension payable to the Spouse after the expiration of the guarantee period shall cease with the payment made on the first day of the month in which the death of the Spouse occurs.

- (c) Where, at the date of death, a Retired Plan Member's spouse differs from the Spouse of the Retired Plan Member at the date of retirement, any election under Subsection VI.2(b) shall only apply to the Spouse at the date of retirement, subject to Section VI.4.
- (d) The amount of Retirement Benefit payable under an optional form shall be adjusted such that the revised Retirement Benefit is the Actuarial Equivalent of the Retirement Benefit payable in the normal form under Section VI.1.
- (e) All optional forms provided pursuant to this Section VI.2 shall comply with the requirements of the Income Tax Act.
- (f) If a Retired Plan Member who is in receipt of Retirement Benefits dies, the death and/or survivor benefits payable, if any, shall be determined by

reference to the form of pension elected by the Plan Member at the time of retirement.

- (g) Any election by a Plan Member made pursuant to Section VI.2 must be made by a proper written request to the Board prior to the retirement date of the Plan Member.

3. Post-Retirement Spouse

(a) Pre-January 1, 2015 Retirement

If a Plan Member who becomes a Retired Plan Member on or before December 31, 2014, is survived by a Post-Retirement Spouse, subject to Section VI.4, upon the death of such Retired Plan Member a monthly benefit may be paid to the Post-Retirement Spouse in accordance with Subsections VI.1(b), (c) and (d).

(b) Post-December 31, 2014 Retirement

If a Plan Member becomes a Retired Plan Member on or after January 1, 2015, any person who did not qualify as the Spouse of the Retired Plan Member on the date of the Retired Plan Member's retirement shall not be entitled to receive a monthly benefit under Subsection VI.1(b). For greater certainty, no rights or entitlements under the Plan, except those of a Beneficiary if so designated, shall be attributable to the post-retirement spouse of a Plan Member who retires on or after January 1, 2015.

4. Effect of a Separation Agreement

Where a Retired Plan Member dies, a surviving Spouse is entitled to the monthly retirement benefits described in Subsections VI.1(b), (c) and (d) in preference to any other person provided, however, that if the Spouse and the Retired Plan Member were parties to a valid Separation Agreement determining their respective entitlement to any benefits payable by the Plan, then the entitlement of the Spouse shall be determined in accordance with such Separation Agreement and the Employment Pension Plans Act.

Where a Separation Agreement is entered into or granted prior to September 1, 2014, and the Retired Plan Member and Spouse desire the current provisions of the Employment Pension Plans Act to apply to the division of the benefit, such Separation Agreement must be accompanied by a written election to that effect from the Retired Plan Member and the Spouse when filed with the administrator.

Where a Retired Plan Member dies with a surviving Post-Retirement Spouse and the Retired Plan Member had either, on the date of retirement:

- (a) no Spouse;
- (b) a Spouse who predeceased the Retired Plan Member; or
- (c) a Spouse whose entitlement to the survivor pension has been waived or otherwise validly terminated,

then, Subsections VI.1(b), (c) and (d) shall apply to the portion of the Retired Plan Member's monthly Retirement Benefit entitlement that remains to the credit of the Retired Plan Member after giving effect to any valid Separation Agreement.

5. Commutation

- (a) A Plan Member who has retired pursuant to Section V may elect to receive the Commuted Value of his Retirement Benefit in a lump sum in lieu of all other benefits from the Plan in respect of the Plan Member if the Commuted Value of his Retirement Benefit does not exceed twenty per cent (20%) of such YMPE in the year in which the calculation is completed.
- (b) Where a Plan Member is no longer a resident of Canada for purposes of the Income Tax Act, and such status has been confirmed in writing by the Canada Revenue Agency, such Plan Member may elect to receive the Commuted Value of his Retirement Benefit in a lump sum in lieu of all other benefits from the Plan.
- (c) The Plan Member may, prior to pension commencement, elect to receive the Commuted Value of his Retirement Benefit, or such lesser amount as may be elected by the Plan Member, as:
 - (i) a lump sum;
 - (ii) a transfer to a registered retirement savings plan; or
 - (iii) a series of payments, for a fixed term, applicable to all or part of the Commuted Value,

in lieu of other benefits from the Plan if a medical doctor who is licensed to practice in Canada, or where the Plan Member resides, has certified that the Plan Member is subject to an illness or disability that is terminal or is likely to considerably shorten the life expectancy of the Plan Member.

- (d) If the Plan Member has a Spouse at the relevant time, commutation pursuant to Subsections VI.5(b) and (c) is subject to the Spouse providing a waiver in the form and manner prescribed under the Employment Pension Plans Act, and which has not been rescinded.

SECTION VII – RETIREMENT BENEFITS

1. Normal or Delayed Retirement

The monthly Retirement Benefit payable to the Plan Member in the normal form, commencing on his Normal Retirement Date or thereafter, shall be equal to the total of the following amounts:

- (a) For Vested Service prior to October 1, 1968 (past service), a monthly Retirement Benefit equal to his number of years of Credited Past Service multiplied by the applicable monthly benefit rate in the following table:

<u>Date the Period of Active Membership Ceased</u>		Monthly Benefit Rate
From	To	
October 1, 1968	September 30, 1972	\$3.30
October 1, 1972	September 30, 1975	\$3.80
October 1, 1975	September 30, 1976	\$10.00
October 1, 1976	September 30, 1978	\$12.00
October 1, 1978	September 30, 1979	\$14.00
October 1, 1979	present date	\$15.00

PLUS

- (b) For Vested Service on or after October 1, 1968 and prior to October 1, 1982, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Plus Bank Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
1500 or more	\$35.00	1 year	1 year
1300 but less than 1500	30.00	1 year	1 year
1100 but less than 1300	25.00	5/6 year	5/6 year
900 but less than 1100	20.00	4/6 year	4/6 year
700 but less than 900	15.00	3/6 year	3/6 year
500 but less than 700	10.00	2/6 year	2/6 year
300 but less than 500	5.00	1/6 year	1/6 year
0 but less than 300	Nil	Nil	Nil

PLUS

- (c) For Vested Service on or after October 1, 1982 and prior to October 1, 1991, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Plus Bank Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
1500 or more	\$45.00	1 year	1 year
1300 but less than 1500	38.57	1 year	1 year
1100 but less than 1300	32.14	5/6 year	1 year
900 but less than 1100	25.71	4/6 year	1 year
700 but less than 900	19.29	3/6 year	1 year
500 but less than 700	12.86	2/6 year	1 year
300 but less than 500	6.43	1/6 year	1 year
0 but less than 300	Nil	Nil	Nil

PLUS

- (d) For Vested Service on or after October 1, 1991 and prior to October 1, 1992, a monthly Retirement Benefit for the Plan Year determined in accordance with the following table:

Covered Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
For every additional completed block of 100 hours over 2100 hours	\$3.67 per block		
2000 but less than 2100	\$73.33	1 year	1 year
1900 but less than 2000	69.67	1 year	1 year
1800 but less than 1900	66.00	1 year	1 year
1700 but less than 1800	62.33	1 year	1 year
1600 but less than 1700	58.67	1 year	1 year
1500 but less than 1600	55.00	1 year	1 year
1400 but less than 1500	51.33	1 year	1 year
1300 but less than 1400	47.67	1 year	1 year
1200 but less than 1300	44.00	5/6 year	1 year
1100 but less than 1200	40.33	5/6 year	1 year
1000 but less than 1100	36.67	4/6 year	1 year
900 but less than 1000	33.00	4/6 year	1 year
800 but less than 900	29.33	3/6 year	1 year
700 but less than 800	25.67	3/6 year	1 year
600 but less than 700	22.00	2/6 year	1 year
500 but less than 600	18.33	2/6 year	1 year

400 but less than	500	14.67	1/6 year	1 year
300 but less than	400	11.00	1/6 year	1 year
200 but less than	300	7.33	NIL	NIL
100 but less than	200	3.67	NIL	NIL
0 but less than	100	0.00	NIL	NIL

PLUS

- (e) For Vested Service on or after October 1, 1992 and prior to October 1, 2009, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service	
For every additional completed block of 100 hours over 2100 hours	\$4.83 per block			
2000 but less than	2100	\$96.67	1 year	1 year
1900 but less than	2000	91.83	1 year	1 year
1800 but less than	1900	87.00	1 year	1 year
1700 but less than	1800	82.17	1 year	1 year
1600 but less than	1700	77.33	1 year	1 year
1500 but less than	1600	72.50	1 year	1 year
1400 but less than	1500	67.67	1 year	1 year
1300 but less than	1400	62.83	1 year	1 year
1200 but less than	1300	58.00	5/6 year	1 year
1100 but less than	1200	53.17	5/6 year	1 year
1000 but less than	1100	48.33	4/6 year	1 year
900 but less than	1000	43.50	4/6 year	1 year
800 but less than	900	38.67	3/6 year	1 year
700 but less than	800	33.83	3/6 year	1 year
600 but less than	700	29.00	2/6 year	1 year
500 but less than	600	24.17	2/6 year	1 year
400 but less than	500	19.33	1/6 year	1 year
300 but less than	400	14.50	1/6 year	1 year
200 but less than	300	9.67	NIL	NIL
100 but less than	200	4.83	NIL	NIL
0 but less than	100	0.00	NIL	NIL

PLUS

- (f) Notwithstanding Section VII.1(e), the monthly Retirement Benefit payable for Vested Service on or after October 1, 1999 and prior to October 1, 2009 to a Plan Member who is a Member of the Union as of October 1, 2009 and either:
- (i) whose Period of Active Membership is continuing; or
 - (ii) whose Period of Active Membership has ended, but who has not commenced to receive a Retirement Benefit and who has not transferred his entitlement in respect of his Period of Active Membership from the Pension Plan; or
 - (iii) who is receiving disability income benefits from any program provided or sponsored by the Edmonton Pipe Industry Health & Welfare Fund and is not in receipt of a disability pension from the Plan,

is determined in accordance with the following table:

Covered Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
For every additional completed block of 100 hours over 2100 hours	\$5.07 per block		
2000 but less than 2100	\$101.50	1 year	1 year
1900 but less than 2000	96.42	1 year	1 year
1800 but less than 1900	91.35	1 year	1 year
1700 but less than 1800	86.28	1 year	1 year
1600 but less than 1700	81.20	1 year	1 year
1500 but less than 1600	76.13	1 year	1 year
1400 but less than 1500	71.05	1 year	1 year
1300 but less than 1400	65.97	1 year	1 year
1200 but less than 1300	60.90	5/6 year	1 year
1100 but less than 1200	55.83	5/6 year	1 year
1000 but less than 1100	50.75	4/6 year	1 year
900 but less than 1000	45.68	4/6 year	1 year
800 but less than 900	40.60	3/6 year	1 year
700 but less than 800	35.52	3/6 year	1 year
600 but less than 700	30.45	2/6 year	1 year
500 but less than 600	25.38	2/6 year	1 year
400 but less than 500	20.30	1/6 year	1 year
300 but less than 400	15.23	1/6 year	1 year
200 but less than 300	10.15	NIL	NIL
100 but less than 200	5.07	NIL	NIL
0 but less than 100	0.00	NIL	NIL”

PLUS

- (g) For Vested Service on or after October 1, 2009 and prior to October 1, 2010, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
For every additional completed block of 100 hours over 2100 hours	\$5.07 per block		
2000 but less than 2100	\$101.50	1 year	1 year
1900 but less than 2000	96.42	1 year	1 year
1800 but less than 1900	91.35	1 year	1 year
1700 but less than 1800	86.28	1 year	1 year
1600 but less than 1700	81.20	1 year	1 year
1500 but less than 1600	76.13	1 year	1 year
1400 but less than 1500	71.05	1 year	1 year
1300 but less than 1400	65.97	1 year	1 year
1200 but less than 1300	60.90	5/6 year	1 year
1100 but less than 1200	55.83	5/6 year	1 year
1000 but less than 1100	50.75	4/6 year	1 year
900 but less than 1000	45.68	4/6 year	1 year
800 but less than 900	40.60	3/6 year	1 year
700 but less than 800	35.52	3/6 year	1 year
600 but less than 700	30.45	2/6 year	1 year
500 but less than 600	25.38	2/6 year	1 year
400 but less than 500	20.30	1/6 year	1 year
300 but less than 400	15.23	1/6 year	1 year
200 but less than 300	10.15	NIL	NIL
100 but less than 200	5.07	NIL	NIL
0 but less than 100	0.00	NIL	NIL"

PLUS

- (h) For Vested Service on or after October 1, 2010 and prior to December 31, 2011, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
For every additional completed block of 100 hours over 2100 hours	\$6.40 per block		
2000 but less than 2100	\$128.00	1.25 years	1 year
1900 but less than 2000	121.60	1.25 years	1 year
1800 but less than 1900	115.20	1.25 years	1 year

1700 but less than 1800	108.80	1.25 years	1 year
1600 but less than 1700	102.40	1 and 1/6 th years	1 year
1500 but less than 1600	96.00	1 and 1/6 th years	1 year
1400 but less than 1500	89.60	1 year	1 year
1300 but less than 1400	83.20	1 year	1 year
1200 but less than 1300	76.80	5/6 year	1 year
1100 but less than 1200	70.40	5/6 year	1 year
1000 but less than 1100	64.00	4/6 year	1 year
900 but less than 1000	57.60	4/6 year	1 year
800 but less than 900	51.20	3/6 year	1 year
700 but less than 800	44.80	3/6 year	1 year
600 but less than 700	38.40	2/6 year	1 year
500 but less than 600	32.00	2/6 year	1 year
400 but less than 500	25.60	1/6 year	1 year
300 but less than 400	19.20	1/6 year	1 year
200 but less than 300	12.80	NIL	NIL
100 but less than 200	6.40	NIL	NIL
0 but less than 100	0.00	NIL	NIL

PLUS

- (i) For Vested Service on or after January 1, 2012, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
For every additional completed block of 100 hours over 2100 hours	\$6.40 per block		
2000 but less than 2100	\$128.00	1 year	1 year
1900 but less than 2000	121.60	1 year	1 year
1800 but less than 1900	115.20	1 year	1 year
1700 but less than 1800	108.80	1 year	1 year
1600 but less than 1700	102.40	1 year	1 year
1500 but less than 1600	96.00	1 year	1 year
1400 but less than 1500	89.60	1 year	1 year
1300 but less than 1400	83.20	1 year	1 year
1200 but less than 1300	76.80	5/6 year	1 year
1100 but less than 1200	70.40	5/6 year	1 year
1000 but less than 1100	64.00	4/6 year	1 year
900 but less than 1000	57.60	4/6 year	1 year
800 but less than 900	51.20	3/6 year	1 year
700 but less than 800	44.80	3/6 year	1 year
600 but less than 700	38.40	2/6 year	1 year
500 but less than 600	32.00	2/6 year	1 year
400 but less than 500	25.60	1/6 year	1 year
300 but less than 400	19.20	1/6 year	1 year
200 but less than 300	12.80	NIL	NIL

100 but less than 200	6.40	NIL	NIL
0 but less than 100	0.00	NIL	NIL

2. Early Retirement

Except as provided in the following Section VII.3 (Special Early Retirement), a Plan Member who elects an early retirement date in accordance with this Section V.2, must, at the time of his retirement, elect to receive the monthly Retirement Benefit to the Plan Member's credit at his early retirement date, payable in the normal form, in accordance with one of the following options as applicable:

- (a) a monthly Retirement Benefit payable in full, calculated in accordance with Section VII.1 (Normal or Delayed Retirement), with payments commencing on the Plan Member's Normal Retirement Date; or
- (b) where the Plan Member is not a Qualified Member as of a selected early retirement date, a reduced monthly Retirement Benefit with payments commencing as of the selected early retirement date, where such reduced monthly Retirement Benefit shall be the Actuarial Equivalent of the benefit described in subsection (a) above; or
- (c) where the Plan Member is a Qualified Member as of a selected early retirement date and has attained at least age sixty (60), but either the sum of his age (in years and completed months) and his years of Credited Service is less than seventy-five (75) years or his years of Credited Service is less than fifteen (15) years, a reduced monthly Retirement Benefit with payments commencing as of the selected early retirement date, where such reduced monthly Retirement Benefit shall be a percentage, as shown in the following table, of the full monthly Retirement Benefit calculated in accordance with Section VII.1 (Normal or Delayed Retirement):

<u>Retirement Age</u>	<u>Percentage Factor</u>
64	97%
63	94%
62	91%
61	88%
60	85%

or

- (d) where the Plan Member is a Qualified Member as of a selected early retirement date and has attained at least age fifty-eight (58) and the sum of his age (in years and completed months) and his years of Credited Service is at least seventy-five (75) years and the his years of Credited Service is

at least fifteen (15), and where the Plan Member is not eligible to retire pursuant to Section V.3 (Special Early Retirement), such Plan Member shall receive payments commencing as of the selected early retirement date equal to the monthly Retirement Benefit calculated in accordance with Section VII.1 (Normal or Delayed Retirement) reduced by one-quarter of one percent (0.25%) for each month the selected early retirement date precedes the date upon which the Plan Member attains age sixty (60), or, if earlier, the date upon which the sum of his attained age (in years and completed months) and his years of Credited Service equals eighty (80).

3. Special Early Retirement

A Plan Member who elects to retire pursuant to the special early retirement provisions under Section V.3 shall be entitled to the full monthly Retirement Benefit payable from his retirement date, in the normal form, as calculated in Section VII.1.

4. Disability Retirement Prior to Introduction of LTD Plan

The monthly amount of the disability pension payable to a Plan Member who retires pursuant to Section V.5, commencing on his retirement date, shall be equal to the Retirement Benefit accrued to the credit of the Plan Member up to his date of disability in accordance with Section VII.1 plus the amount of the Retirement Benefit the Plan Member could have accrued from his date of disability up to his Normal Retirement Date had he not become disabled assuming that his Covered Hours of Employment during each such subsequent Plan Year would have been equal to 1500 hours.

Notwithstanding the foregoing provisions of this Section VII.4, the monthly amount of disability benefit payable from this Plan shall not exceed one-twelfth (1/12) of the least of:

- (a) the amount which is the greater of:
 - (i) one hundred percent (100%) of the Plan Member's basic hourly rate of earnings multiplied by fifteen hundred (1500) hours, less any disability benefits to which he may be entitled under any provincial or federal government legislation or plan to which his Employers contribute, such as the Workers' Compensation Act or the Canada Pension Plan (where a lump sum pension payment has previously been received from the Workers' Compensation Board in lieu of a monthly pension, the monthly pension the member could have received under the Workers' Compensation Act will be taken into consideration), and

- (ii) after, but not before December 31, 2001, the amount equal to the monthly Retirement Benefit accrued to the credit of the Plan Member to his date of disability in accordance with Section VII.1, and for greater certainty, the amount calculated under this subsection VII.4(a)(ii) shall be deemed to be nil for any period prior to January 1, 2002;
- (b) the amount that is the product of:
 - (i) two percent (2%) of the years of Credited Service, not exceeding thirty-five (35) years, for which the Plan Member could have received credit under this Plan up to age sixty-five (65) had he not become disabled, and
 - (ii) the average of the Plan Member's highest five (5) years' earnings received from Employers; and
- (c) the YMPE for the year in which the Plan Member's disability pension commences to be paid.

The disability pension shall cease on the earlier of the following dates:

- (d) the death of the Plan Member, or
- (e) the date that the Plan Member ceases to be entitled to disability benefits under the Canada Pension Plan due to recovery from total and permanent disability.

The Board may at its discretion request the Plan Member to submit to an independent medical examination (by a medical panel consisting of three doctors licensed to practice in Canada) for the determination of whether the Plan Member is gainfully employable. If the Plan Member is found by the medical panel to be gainfully employable, his disability benefits will cease as of the next succeeding month.

5. Disability Retirement Following Introduction of LTD Plan

The monthly amount of the disability pension payable to a Plan Member who retires pursuant to Section V.6, commencing on his retirement date, shall be equal to the Retirement Benefit accrued to the credit of the Plan Member up to his date of disability in accordance with Section VII.1.

The disability pension shall cease on the earlier of the following dates:

- (a) the death of the Plan Member, or
- (b) the date that the Plan Member ceases to be entitled to disability benefits under the Canada Pension Plan due to recovery from total and permanent disability.

The Board may at its discretion request the Plan Member to submit to an independent medical examination (by a medical panel consisting of three doctors licensed to practice in Canada) for the determination of whether the Plan Member is gainfully employable. If the Plan Member is found by the medical panel to be gainfully employable, his disability benefits will cease as of the next succeeding month.

6. Notional Account

The Board shall maintain a notional account for each Plan Member who retires pursuant to Section V.5. The starting value of the notional account shall be equal to the sum of the Plan Member's monthly Retirement Benefit on his disability retirement date, calculated in accordance with Section VII.1. At the end of each completed Plan Year prior to the Plan Member's sixty-fifth (65th) birthday, the notional account shall be increased by the monthly benefit which would result from the crediting of deemed Covered Hours of Employment as described in subsection II.7(c).

Upon attainment of the Plan Member's Normal Retirement Date, the notional account shall be compared to the Plan Member's monthly pension. Where the notional account is less than the monthly pension, the monthly pension shall be reduced to the level of the notional account. Where the notional account exceeds the monthly pension, the monthly pension shall be increased to the lesser of:

- (a) the value of the notional account; and
- (b) the Plan Member's monthly Retirement Benefit on his disability retirement date increased by the ratio of the Consumer Price Index on the Plan Member's Normal Retirement Date to the Consumer Price Index on the Plan Member's disability retirement date.

7. Pre-Plan Retired List

Members of the Union who at the effective date hereof were classified as retired shall continue to be entitled to a monthly Retirement Benefit calculated in accordance with the provisions of the Plan or any predecessor plan applicable at the Plan Member's retirement date.

SECTION VIII – EMPLOYMENT AFTER RETIREMENT

1. Retirement Benefits

In the event that a Retired Plan Member returns to active employment with a participating Employer, his Retirement Benefits shall continue during the period of such employment but such Retired Plan Member shall not be entitled to accrue any additional Retirement Benefits under Section VII for the period of such employment. Neither the amount nor the form of payment of the Retired Plan Member's Retirement Benefits payable under Section VII shall be affected by any election under this Section.

2. Defined Contribution Component

A Retired Plan Member who returns to active employment with a participating Employer in respect of which contributions are required under the terms of the Collective Agreement and who has never received benefits in accordance with Section VIII.4, shall be entitled to accumulate benefits on a defined contribution basis under this Section VIII. Throughout this Section VIII, a Plan Member meeting the criteria of this Section VIII.2 is referred to as a “**DC Member**”.

3. DC Member Account

- (a) An Account will be maintained for each DC Member. A DC Member is immediately vested in the value of his Account.
- (b) Subject to Section VIII.3(g), that portion of the contributions made by an Employer under the terms of the Collective Agreement in respect of a DC Member as is determined in accordance with Section VIII.6 shall be allocated to that DC Member's Account.
- (c) The Board shall be responsible for the investment of the Accounts. For greater certainty, a DC Member shall not have any discretion or authority regarding the investment of his Account.
- (d) As at the end of each Plan Year the Board shall determine or cause to be determined the effective annual rate of investment earnings, whether positive or negative, achieved in such Plan Year by the Trust Account, calculated on a basis reflecting the market value of investments, net of all fees and administrative expenses incurred by the Trust in such Plan Year.

Each Account shall be allocated with Credited Interest, whether positive or negative, at the aforesaid annual rate of investment earnings, with the balance of the Account at the end of the prior Plan Year receiving such

credit at the full rate for the full period, and contributions allocated to the Account during the Plan Year receiving such credit at half the rate.

- (e) Upon a DC Member's death or subsequent retirement, the DC Member's Account shall be allocated with Credited Interest for the period from the end of the prior Plan Year to the end of the month preceding the month in which the DC Member's benefits are to be settled, at the same rate of Credited Interest as applied in the immediately prior Plan Year, if positive. The balance of the Account at the end of the prior Plan Year will receive such credit at the full rate for the period, and contributions allocated to the Account during the Plan Year will receive such credit at half the rate.
- (f) The Board may arrange for the allocations of Credited Interest set out in Sections VIII.3(d) and (e) to be carried out more frequently than annually, in which case the references to Plan Year shall be understood to refer to the portion of the Plan Year since the last such allocation.
- (g) Contributions allocated to a DC Member's Account in a Plan Year shall not exceed the lesser of:
 - (i) 18% of the DC Member's taxable compensation from all participating Employers in the Plan Year; and
 - (ii) the money purchase limit for the Plan Year, as defined under the Income Tax Act.

4. Subsequent Retirement Date

- (a) A DC Member may, on written application to the Board, elect a retirement date in accordance with the options set forth in Section V. For greater certainty, a Retired Plan Member who received benefits under this Section VIII.4 shall not be entitled to any further accruals under Section VII or Section VIII.
- (b) Upon retirement, the DC Member shall receive a lifetime pension equal to the amount that can be purchased with the value of the DC Member's Account from an insurance company licensed to transact annuity business in Canada, in the normal form described in Section VI.1, or in one of the optional forms described in Section VI.2 as elected by the DC Member (subject to spousal consent where applicable).
- (c) In lieu of the pension described in 4(b) above, a DC Member may elect to transfer the value of his Account to one of the vehicles described in Sections XVII.4(a), (b) or (c)(ii).

5. Death Prior to a DC Member's Subsequent Retirement Date

- (a) If a DC Member dies prior to his subsequent retirement date, and is survived by his Spouse, then the value of the DC Member's Account shall be payable to the benefit of the Spouse by way of transfer to:
 - (i) another registered pension plan if that other plan permits, or
 - (ii) a Locked-In Retirement Account that is registered as a registered retirement savings plan under the Income Tax Act and under which the Spouse is the annuitant, subject to the conditions prescribed under the Employment Pension Plans Act.

Notwithstanding the foregoing, a Spouse may waive his or her entitlement under the provisions of this Section VIII.5(a) by providing the Board with a signed waiver executed in the form and manner prescribed in the Employment Pension Plans Act, provided that a Spouse who so waives his or her entitlement cannot be the DC Member's designated Beneficiary for the purposes of this Section VIII.5.

- (b) If a DC Member dies prior to his subsequent retirement date and is not survived by his Spouse, or if the Spouse has waived his or her entitlement to benefits under Section VIII.5(a), then the value of the DC Member's Account shall be paid to the DC Member's designated Beneficiary, if any, otherwise the DC Member's estate.
- (c) Notwithstanding Section VIII.5(a), a Spouse or former spouse who is entitled to benefits pursuant to Section VIII may elect to receive the value of the DC Member's Account as a lump sum if:
 - (i) the value of the DC Member's Account does not exceed twenty per cent (20%) of such YMPE for the calendar year in which the DC Member dies; or,
 - (ii) where the Spouse or former spouse is no longer a resident of Canada for purposes of the Income Tax Act, and such status has been confirmed in writing by the Canada Revenue Agency, such Spouse or former spouse may elect to receive the Commuted Value of the Retirement Benefit in a lump sum in lieu of all other benefits from the Plan.

6. The Board shall, at the effective date of this provision and at the time of receiving each actuarial valuation report on the Plan thereafter, determine the portion of the contributions made by Employers in respect of DC Members which shall be allocated to DC Members' Accounts. The portion to be allocated to DC

Members' Accounts shall be the current service cost revealed in the actuarial valuation report, expressed in terms of dollars per hour, rounded to an administratively convenient degree as determined by the Board. This portion shall take effect on an administratively convenient date selected by the Board, which date will not precede the date as at which the actuarial valuation report was prepared, nor the effective date of this provision.

SECTION IX – MEMBER VOLUNTARY CONTRIBUTIONS

Prior to April 1, 2005, a Plan Member may make voluntary contributions to provide supplementary retirement income, as hereinafter described, provided that such voluntary contributions shall not exceed the maximum amounts allowable as tax deductions under the Income Tax Act. Specifically, for any calendar year, a Plan Member's voluntary contributions which, when combined with all Employer contributions remitted to the Plan on a Plan Member's behalf for such calendar year, may not exceed the lesser of

1. the money purchase limit for the year (as defined in the Income Tax Act), and
2. 18% of the Plan Member's compensation from all participating Employers for the year.

The Board shall establish and maintain a voluntary contribution account for each Plan Member who is making or who has made voluntary contributions.

As at the end of each Plan Year the Board shall determine or cause to be determined the effective annual rate of investment earnings achieved in such Plan Year by the Trust, calculated on a basis reflecting the market value of investments (as determined in accordance with the audited financial statements of the Trust), net of all fees and administrative expenses incurred by the Trust in such Plan Year. Each voluntary contribution shall be credited with interest at the aforesaid net annual rate of investment earnings, except that contributions made to an account during a Plan Year shall receive the proportion of the said net annual rate of investment earnings which the number of completed months between the date the contribution was made and the end of the Plan Year bears to twelve (12) months.

The Board may arrange for more frequent than annual determinations of the net rates of investment earnings and, following the method outlined in the preceding paragraph, make entries to the several accounts as of the date of such more frequent determinations. The right of the Board to arrange for more frequent determinations and to adjust the several accounts shall be exercised in a non-discriminatory manner.

At retirement, a Plan Member may elect to receive a cash payment equal to the amount of his voluntary contribution account or he may elect that the amount of his voluntary contribution account be applied to purchase an annuity contract from a life insurance company.

Each Plan Member desiring to make voluntary contributions shall designate, on a form to be supplied by the Board, the name of his Beneficiary. In the event of his death prior to retirement, there shall be paid to his Spouse (or if he has no Spouse at the time of his death, to his designated Beneficiary) a sum equal to the amount standing to the credit of his voluntary contribution account at his date of death.

Where a Plan Member who has made voluntary contributions under this Section subsequently terminates his membership in this Plan for a reason other than retirement, disability or death, he shall be entitled to a payment equal to the amount of his voluntary contribution account at his date of termination.

The amount of the voluntary contribution account of a Plan Member on his retirement date, his date of termination of membership or his date of death shall, if such date is other than September 30, be the aggregate of:

- (a) the amount of the voluntary contribution account on the immediately preceding September 30, with interest at the rate equal to the estimated annual rate of investment earnings from September 30 to the retirement date, date of termination or date of death, as the case may be; and
- (b) the sum of any voluntary contributions made by him subsequent to the immediately preceding September 30 plus interest thereon at the rate in subsection (a) above for the period throughout which the voluntary contributions referred to in this subsection have been held in his voluntary contribution account.

A Plan Member may elect to withdraw his voluntary contributions at any time. However, subsequent to a withdrawal, a Plan Member shall not be permitted to make additional voluntary contributions for a period of three (3) years.

If a Plan Member, Spouse or the estate of the Plan Member requests a withdrawal of voluntary contributions on the required forms, the withdrawal shall be completed within sixty (60) days of the request.

On and after April 1, 2005, a Plan Member may no longer make voluntary contributions. All Plan Members must withdraw their voluntary contribution account, if any, maintained under the Plan on March 31, 2005, accumulated to the payment date in the manner prescribed above for determining a voluntary contribution account balance on a date other than September 30.

SECTION X – TERMINATION OF MEMBERSHIP

1. Termination of Membership

For purposes of this Plan, a Plan Member's Period of Active Membership will be deemed to have terminated at the end of any period of two (2) consecutive Plan Years in which the Plan Member fails to have a total of three hundred and fifty (350) hours of employment in respect of which contributions have been remitted to the Plan on behalf of such Plan Member. Termination of a Plan Member's Period of Active Membership for failure to compile at least three hundred and fifty (350) hours of employment within two (2) consecutive Plan Years shall be postponed in the event of one of the following:

- (a) absence due to military service;
- (b) absence due to illness or injury which prevents employment, providing the Plan Member submits proof of such illness satisfactory to the Board;

or

- (c) an absence approved by the Board.

In the case of an absence, as specified above, the Plan Member must reapply for subsequent postponements if further absences occur.

Where a determination by the Board is required to validate the eligibility of an absence for the purposes of this subsection, such approval shall be based on documented criteria which shall be applied to all Plan Members in an equitable and uniform manner.

2. Re-employment of Terminated Plan Member

If a Plan Member's Period of Active Membership is terminated and he is later re-employed by an Employer, the following provisions shall apply.

- (a) Where the Plan Member either did not maintain continuous membership in the Union throughout the period commencing from the date the Period of Active Membership ceased and ending with the date he is re-employed by an Employer or he had transferred his entitlement in respect of his prior Period of Active Membership pursuant to Section VI.3 or Section XVII.4:
 - (i) he will be treated as a new Plan Member under the Plan with a new Period of Active Membership being initiated on his behalf for service after his re-employment date; and

- (ii) he will not be entitled to any Retirement Benefits for service prior to his re-employment date other than those that may have been vested in accordance with Section XI at the time of his termination, where such Retirement Benefits shall be calculated in accordance with the provisions of the Plan at the time the prior Period of Active Membership terminated; and
 - (iii) where the Plan Member had not transferred his entitlement in respect of his prior Period of Active Membership pursuant to Section VI.3 or Section XVII.4, solely for the purposes of determining a Plan Member's eligibility to retire under Section V.3 and any applicable reduction in benefits under Section VII.2, Credited Service for each Period of Active Membership shall be based on the combined Credited Service for both Periods of Active Membership.
- (b) Where the Plan Member did maintain continuous membership in the Union throughout the period commencing from the date the Period of Active Membership ceased and ending with the date he is re-employed by an Employer and he had not transferred his entitlement in respect of his prior Period of Active Membership pursuant to Section VI.3 or Section XVII.4:
- (i) no termination of membership under Section X.1 shall be deemed to have occurred and service after his re-employment date shall be considered to be a continuation of the Period of Active Membership which commenced on the Plan Member's first employment date; and
 - (ii) his Retirement Benefits for service prior to his re-employment date shall be calculated in accordance with the provisions of the Plan at the time the Period of Active Membership terminates.

SECTION XI – VESTING

For the purposes of determining a Plan Member's Retirement Benefit entitlement under Section VII, Vested Service shall have the following meaning:

1. Vesting of Benefits Earned Prior to October 1, 1986

A Plan Member's Credited Membership Service earned prior to October 1, 1986 shall be designated as Vested Service after the earliest of the following events during a Period of Active Membership:

- (a) the date upon which the Plan Member has accumulated at least seven (7) years of Vesting Service, as defined in Section II.39, in respect of service rendered during such Period of Active Membership, or
- (b) the date the Plan Member has attained sixty-five (65) years of age.

2. Vesting of Benefits Earned On or After October 1, 1986 and Prior to October 1, 1999

A Plan Member's Credited Membership Service earned on or after October 1, 1986 and prior to October 1, 1999 shall be designated as Vested Service after the earliest of the following events during a Period of Active Membership:

- (a) the date upon which the Plan Member has accumulated at least five (5) years of Vesting Service, as defined in Section II.39, in respect of service rendered during such Period of Active Membership, or
- (b) the date the Plan Member has attained sixty-five (65) years of age.

3. Vesting of Benefits Earned On or After October 1, 1999 and Prior to September 1, 2014

A Plan Member's Credited Membership Service earned on or after October 1, 1999 shall be designated as Vested Service after the earliest of the following events during a Period of Active Membership:

- (a) the date the Plan Member has accumulated at least two (2) years of Vesting Service, as defined in Section II.39, in respect of service rendered during such Period of Active Membership, or
- (b) the date the Plan Member has attained sixty-five (65) years of age.

4. Vesting of Benefits Earned On or After September 1, 2014
- (a) A Plan Member's Credited Membership Service shall be designated as Vested Service as of the first day of a Plan Member's Period of Active Membership commencing on or after September 1, 2014.
 - (b) Any Employee who, as of September 1, 2014:
 - (i) was a Plan Member;
 - (ii) had not terminated his Period of Active Membership; and,
 - (iii) had Credited Membership Service that was not designated as Vested Service,shall have such Credited Membership Service deemed to be Vested Service as of September 1, 2014.
5. Once a Plan Member's service is designated as Vested Service, the Plan Member's right to receive the benefits earned in respect of such designated service is irrevocable.

SECTION XII – DEATH BENEFITS PRIOR TO RETIREMENT

In addition to those provided in Section IX with respect to voluntary contributions, the following benefits are payable on the death of the Plan Member:

1. If a Plan Member dies prior to his actual retirement date, there shall be paid to his Spouse, if living, a monthly Retirement Benefit, equal to the greater of:
 - (a) sixty-six and two-thirds percent (66.67%) of the total Retirement Benefit accrued in accordance with Section VII.1 to the credit of the Plan Member up to his date of death, plus the amount of the Retirement Benefit the Plan Member could have accrued from his date of death up to his Normal Retirement Date had he not died, assuming that his Covered Hours of Employment during each such subsequent Plan Year is equal to the average number of hours worked by all active Plan Members for the Plan Year immediately preceding the year in which the Plan Member's death occurred subject to the following:
 - (i) If the average hours worked are based on the Plan Year ending on December 31, 2011, then the average hours will be prorated when applied to a Plan Year with 12 months for the purpose of deeming hours prior to his Normal Retirement Date; and
 - (ii) Hours assumed for the Plan Year ending December 31, 2011, which are based on the average hours from a previous Plan Year, shall be increased by 125% in consideration that the Plan Year ending December 31, 2011 has 15 months; and
 - (b) the lifetime pension amount of Actuarial Equivalent value equal to 100% of the Commuted Value of the Retirement Benefit accrued in accordance with Section VII.1 to the credit of the Plan Member.

Notwithstanding the foregoing provisions of this Section XII.1, the monthly amount of benefit payable to the Spouse under this Plan shall not exceed the lesser of:

- (c) the Retirement Benefit accrued to the credit of the Plan Member up to his date of death in accordance with Section VII.1; or
- (d) one and a half (1½) times one-twelfth (1/12) of the YMPE for the year in which the Plan Member's death occurred.

The first payment to the surviving Spouse shall be made on the first day of the month next following the date of death of the Plan Member and such Retirement Benefit payments to the surviving Spouse shall cease with the payment made on the first day of the month in which the death of the Spouse occurs.

Notwithstanding the foregoing, a Spouse may waive his or her entitlement under the provisions of this Section XII.1, by providing the Board with a signed waiver executed in the form and manner prescribed in the Employment Pension Plans Act, provided that a Spouse who so waives his or her entitlement cannot be the Member's designated Beneficiary for purposes of the Plan.

2. If a Plan Member dies prior to his actual retirement date, and he does not have a Spouse at the time of death, or if the Spouse has provided the Board with a signed waiver executed in the form and manner prescribed in the Employment Pension Plans Act, there shall be paid to his Beneficiary, or in the event no eligible Beneficiary is designated, to the Plan Member's estate, 100% of the Commuted Value of the total Retirement Benefit accrued to the credit of the Plan Member up to his date of death.
3. Where a Plan Member dies prior to age fifty-five (55) under circumstances which entitle his surviving Spouse to a monthly Retirement Benefit under the provisions of Section XII.1, then such Spouse may elect to receive, in lieu of the monthly Retirement Benefit provided from under Section XII.1, a transfer of an amount equal to the Commuted Value of the deceased Plan Member's pension, calculated as if the Plan Member had terminated his Period of Active Membership on the date of his death. Such amount shall be transferred to:
 - (a) a Locked-In Retirement Account that is registered as a registered retirement savings plan under the Income Tax Act and under which the Spouse is the annuitant, subject to the conditions prescribed in the Employment Pension Plans Act;
 - (b) another registered pension plan if that other plan permits; or,
 - (c) the Spouse as a lump sum or transfer to an unrestricted registered retirement savings plan held in the name of the Spouse if the Commuted Value of the Plan Member's benefit does not exceed 20% of the YMPE in the year of the Member's death.

Where the surviving Spouse desires to transfer the Commuted Value of his or her pension benefits, the Spouse must notify the administrator within ninety (90) days after the death benefit statement has been sent by the administrator to the Spouse's last known address. Where the administrator receives notification from a Spouse requesting a transfer after the ninety (90) day deadline, and the retirement benefit has not yet commenced, the Commuted Value shall be

recalculated, as at the date the notification is received, using the interest rate applicable for that date.

The transfer of the Commuted Value under this subsection shall at all times be subject to the Employment Pension Plans Act and the Income Tax Act and shall be completed within sixty (60) days after the receipt of all documentation required by the Board.

SECTION XIII – ADMINISTRATION

1 Responsibility for Administration

The Plan shall be administrated by the Board pursuant to the terms, conditions and provisions of the Trust Agreement and the Plan itself. The Board shall be responsible for all matters relating to the administration of the Plan. The Board may delegate any matters it deems appropriate to one or more agents. The Board may decide conclusively all matters relating to the operation, interpretation and application of the Plan.

2 Rules for Administration

The Board may enact rules and regulations relating to the administration of the Plan and may amend those rules and regulations from time to time. Such rules and regulations shall not conflict with any provision of the Plan.

SECTION XIV – RETIREMENT BENEFITS AND RIGHTS INALIENABLE

1. Non-alienation

Except as specified in Section XIV.2, money payable under the Plan is subject to the following restrictions:

(a) Void transactions

Any transaction that purports to assign, charge, anticipate, surrender, or give as security any right of a person under the Plan or money payable under the Plan shall not be enforceable against the Trust.

(b) Exemption from seizure

Money payable under the Plan is exempt from execution, seizure or attachment.

2. Alienation of benefits on marriage breakdown

(a) Support obligations

Notwithstanding Section XIV.1(b), upon the breakdown of a Plan Member's or Retired Plan Member's spousal relationship, payments under the Plan are, if the applicable provincial property law so permits, subject to execution, seizure or attachment in satisfaction of a court order for support or maintenance under the applicable provincial property law.

(b) Division of Property

(i) The benefits payable under the Plan may be subject to division according to the entitlements of a Spouse or former spouse arising under a Separation Agreement, or other similar order enforceable in Alberta by a court of competent jurisdiction.

(ii) The determination and payment of a benefit payable to a Spouse or former spouse under subclause (i) shall be determined and paid in accordance with the provisions of the Employment Pension Plans Act.

(iii) Where the Plan Member has attained at least fifty-five (55) years of age and has not yet commenced receipt of his Retirement Benefit, and provided the Separation Agreement so stipulates, the determination and payment of the benefit to the Spouse or former spouse under subparagraphs (i) and (ii) may be delayed until such time as the Plan Member actually terminates, retires or dies, whichever shall first occur.

(c) Form of Payment

Subject to the limits prescribed for this purpose under the Employment Pension Plans Act and to Section XIV.3, where a Spouse or former spouse becomes entitled to any benefits under the Plan pursuant to this Section XIV.2, such Spouse or former spouse shall be required to transfer the Commuted Value of her entitlement, once determined, to:

- (i) another registered pension plan if that other plan permits, or
- (ii) a Locked-In Retirement Account that is registered as a registered retirement savings plan under the Income Tax Act and under which the Spouse or former spouse is the annuitant, subject to the conditions prescribed in the Employment Pension Plans Act,

except where the division occurs after pension commencement, in which case the Spouse or former spouse shall be permitted to elect between the transfer of the Commuted Value, as described above, or the receipt of a monthly pension from the Plan.

3. Commutation of Pre-Retirement Death Benefit

- (a) Notwithstanding any provision to the contrary, a Spouse or former spouse who is entitled to benefits pursuant to Section XII.1 may elect to receive the Commuted Value of such benefit calculated in accordance with Section XII.3 as a lump sum if:
 - (i) the Commuted Value of the Retirement Benefit does not exceed twenty per cent (20%) of such YMPE for the calendar year in which the Plan Member dies; or,
 - (ii) such Spouse or former spouse is no longer a resident of Canada for purposes of the Income Tax Act, and such status has been confirmed in writing by the Canada Revenue Agency.

- (b) Any lump sum payable under the foregoing provisions of this subsection may be transferred to the registered retirement savings plan of the Spouse's choice. Such lump sum shall not be subject to the locking-in provisions of the Employment Pension Plans Act.

SECTION XV – MODIFICATION OR TERMINATION OF THE PLAN

1. Amendment

The Board reserves the right to alter or amend the Plan, or any part thereof, in such manner as it may determine, provided that no such alteration or amendment shall result in any reduction in the benefits then being paid to Retired Plan Members or their Spouses or Beneficiaries nor result in any reduction in the Retirement Benefits accrued to the credit of the Plan Members up to the date of such alteration or amendment, unless such reduction is permissible under the Employment Pension Plans Act and approval for such reduction is obtained from the Superintendent of Pensions in Alberta.

2. Termination

The Board reserves the right to terminate the Plan and such termination shall take effect upon written notice thereof from the Board to the Trust Company. If the Plan is terminated or wound-up, the rights of the affected Plan Members to benefits then accrued under the Plan shall be nonforfeitable to the extent then funded. The assets remaining in the Trust Account shall, after providing for any administrative expenses, be allocated, to the extent they are sufficient, for the purpose of paying Retirement Benefits to Plan Members, Retired Plan Members, surviving Spouses and Beneficiaries in the following order of precedence:

- (a) to provide benefits equal to the value of Employee voluntary contributions with Credited Interest,
- (b) to provide accrued benefits that are fully funded or the amortized portion of accrued benefits, and
- (c) to provide accrued benefits that are not fully funded.

Any unfunded liabilities not amortized on the date of Plan termination shall have the effect of reducing the benefits for Credited Service that created the unfunded liabilities proportionate to the benefits that remain unfunded.

If there are any surplus assets after paying all benefits, the remaining assets shall be distributed proportionately to Plan Members, Retired Plan Members, surviving Spouses and Beneficiaries to increase their accrued benefits.

Notwithstanding anything contained in this Section to the contrary, termination of the Plan will be in accordance with the Employment Pension Plans Act and the Income Tax Act.

SECTION XVI – MISCELLANEOUS

1. Each Plan Member, Retired Plan Member, Spouse or such other person as may be entitled to a benefit under the Plan shall receive a written statement of the information prescribed under the Employment Pension Plans Act, together with an explanation of his rights and duties with respect to benefits available to him under the Plan.
2. No person shall have any rights in or to the Trust Account or any part thereof or under the Plan, except as, and only to the extent expressly provided for in the Trust Agreement.
3. If the Plan at any time has an actuarial excess, the actuarial excess shall be retained in the Plan for the exclusive benefit of the Plan Members, their Spouses, and their Beneficiaries. The application of any actuarial excess to provide for benefit improvement shall be determined by the Board at such time as may be determined by the Board.
4. If any provision of the Plan is held to be invalid or unenforceable by a court of competent jurisdiction, its invalidity or unenforceability shall not affect any other provision of the Plan and the Plan shall be construed and enforced as if such provision had not been in the Plan.
5. Contributions received shall be used to ensure that the normal annual costs of the Plan are paid each year and that any unfunded liability or solvency deficiency is liquidated within the period required by law.
6. A payment arising or conditional upon the death of any Plan Member, Retired Plan Member, Spouse or Beneficiary, upon the continued lifetime of a Plan Member, Retired Plan Member, Spouse or Beneficiary, or upon the happening of any other event or contingency upon which a payment becomes payable shall be made only after receipt by the Board of satisfactory proof of such death, or, from time to time, of such continued life or the happening of such event or contingency, as the case may be.
7. The Board may, from time to time and at any time after October 1, 1968, provide for *ad hoc* cost-of-living increases to pensions in payment, subject to the limits under the Income Tax Act, the requirements of the Employment Pension Plans Act and the provisions of Section XVI.8.
8. Pursuant to the Trust Agreement (to which the initial text of the Plan was a schedule), including Amendment No. I (which was filed with the Pension Benefits Branch on February 22, 1977) to the Trust Agreement, the Board has

restricted and limited certain *ad hoc* cost-of-living increases to pensions in payment in respect of:

- (a) Retired Plan Members who were members of the Union on the effective date of the particular increase, and
- (b) the respective surviving Spouses or Post-Retirement Spouses, as the case may be, of deceased Plan Members and Retired Plan Members who died before the effective date of the particular increase and who were members of the Union when they died.

The *ad hoc* cost-of-living increases that have been paid from October 1, 1968 through December 31, 1999 are set out in Appendix D and are hereby approved and confirmed. The respective eligibility requirements for the *ad hoc* cost-of-living increases paid from October 1, 1968 through December 31, 1999 are specified in Appendix D. In the event of any inconsistency between the description of the *ad hoc* cost-of-living increases and the respective eligibility requirements set out in Appendix D and the corresponding description or eligibility requirements set out in any other document (including the minutes of the meetings of the Board, the notices of the increases given on behalf of the Board and the annual information returns prepared by the Board), the provisions of Appendix D shall be paramount.

For greater certainty and without impugning the scope and effectiveness of the Trust Agreement, including Amendment No. I, it is hereby confirmed that after December 31, 1999 each *ad hoc* cost-of-living increase under Section XVI.7 may be restricted and limited by the Board to pensions in payment in respect of:

- (c) Retired Plan Members who are members of the Union on the effective date of the particular increase, and
- (d) the respective surviving Spouses or Post-Retirement Spouses, as the case may be, of deceased Plan Members and Retired Plan Members who died before the effective date of the particular increase and who were members of the Union when they died.

The inclusion of this Section XVI.8 in this amendment and restatement of the Plan shall not be deemed to be or to involve an acknowledgment or declaration that the previous terms and conditions of the Plan were different from the terms and conditions set out in this amendment and restatement of the Plan.

9. The Board may, from time to time and at any time on or after January 1, 1986, provide for increases in the monthly accrual rate in Section VII.1 to Plan Members who are Members of the Union at the date such increase is granted and:
- (a) whose Period of Active Membership is continuing; or
 - (b) whose Period of Active Membership has ended, but who have not commenced to receive a Retirement Benefit and who have not transferred their entitlement in respect of their Period of Active Membership from the Pension Plan; or
 - (c) who are receiving disability income benefits from any program provided or sponsored by the Edmonton Pipe Industry Health & Welfare Fund and are not in receipt of a disability pension,

subject always to the limits under the Income Tax Act and the Employment Pension Plans Act.

10. If an Employer ceases participation in the Plan, such cessation of participation shall have no effect on the benefits which have been accrued under the Plan to each Plan Member, Spouse, or Beneficiary of a Plan Member. For greater certainty, the withdrawal of an Employer from the Plan shall not cause the benefits that have accrued to each Plan Member, Spouse or Beneficiary to be reduced except as may be permitted under the Employment Pension Plans Act.
11. Any lump sum payable under the Plan may be paid, at the election of the recipient, as a transfer to an unrestricted registered retirement savings plan, held in the name of the annuitant, in satisfaction of all other benefits payable under the Plan. Such lump sum shall not be subject to the locking in provisions of the Employment Pension Plans Act.

SECTION XVII – TRAVEL CARDS AND MEMBERSHIP TRANSFERS

1. Travel Cards

If, pursuant to a travel card, a Plan Member is working and earning pension credits in any pension plan that is the subject of a Reciprocal Agreement and if the Reciprocal Agreement provides for the transfer to this Plan of the contributions originally remitted on behalf of the Plan Member to the other pension plan, upon receipt of such contributions by the Board, the Plan Member shall be credited with the number of Covered Hours of Employment under this Plan during a Plan Year which is equal to the amount transferred to the Board by such other pension plan in such Plan Year divided by the Standard Contribution Rate for the period, taken to the nearest one-half ($\frac{1}{2}$) hour of covered employment. Covered Hours of Employment credited to a Plan Member pursuant to this Section XVII.1 shall be in addition to Covered Hours of Employment credited to the Plan Member pursuant to the other provisions of the Plan.

2. Transfers to the Union

From time to time members of other pension plans, locals and unions may commence membership in the Union and the Plan. If a Plan Member has earned pension credits in any pension plan that is the subject of a Reciprocal Agreement and if the Reciprocal Agreement provides for the payment to the Plan of an amount equal to the Actuarial Equivalent of the Plan Member's benefits accrued to date of transfer under such other pension plan, the transferring Plan Member shall be credited under the Plan with a paid-up deferred Retirement Benefit payable at his Normal Retirement Date that is the Actuarial Equivalent of the amount paid and the credited service earned under such other pension plan.

3. Transfers from the Union

From time to time Plan Members may commence membership in another union or pension plan. If, pursuant to the transfer, the Plan Member commences participation in another pension plan which is the subject of a Reciprocal Agreement, and such Reciprocal Agreement provides for the payment to the other pension plan of an amount equal to the Actuarial Equivalent of the Plan Member's benefits accrued to date of transfer under this Plan, there shall be paid to the other pension plan the Actuarial Equivalent of the Plan Member's retirement and other benefits accrued to the date of transfer.

4. Transfer of Commuted Value

- (a) Subject to limits prescribed for this purpose under the Employment Pension Plans Act, where a Plan Member has terminated a Period of Active Membership prior to age fifty-five (55), he may elect to have the Commuted Value of his pension transferred to:
- (i) another registered pension plan if that other plan permits;
 - (ii) a Locked-In Retirement Account that is registered as a registered retirement savings plan under the Income Tax Act and under which the Plan Member is the annuitant, subject to the conditions prescribed in the Employment Pension Plans Act;
 - (iii) to the Plan Member as a lump sum, subject to the election of the Plan Member, provided that:
 - (A) the Commuted Value of his Retirement Benefit does not exceed twenty per cent (20%) of such YMPE for the calendar year in which the most recent determination of the Commuted Value occurs;
 - (B) where a Plan Member is no longer a resident of Canada for purposes of the Income Tax Act, and such status has been confirmed in writing by the Canada Revenue Agency, such Plan Member may elect to receive the Commuted Value of his Retirement Benefit in a lump sum in lieu of all other benefits from the Plan; or
 - (C) The Plan Member may, prior to pension commencement, elect to receive the Commuted Value of his Retirement Benefit, or such lesser amount as may be elected by the Plan Member, as:
 - (1) lump sum;
 - (2) a transfer to a registered retirement savings plan; or
 - (3) a series of payments, for a fixed term, applicable to all or part of the Commuted Value,

in lieu of other benefits from the Plan if a medical doctor who is licensed to practice in Canada, or where the Plan Member resides, has certified that the Plan Member is subject to an illness or disability that is terminal or is likely

to considerably shorten the life expectancy of the Plan Member.

- (D) If the Plan Member has a Spouse at the relevant time, commutation pursuant to paragraphs (B) and (C) above is subject to the Spouse providing a waiver in the form and manner prescribed under the Employment Pension Plans Act, and which has not been rescinded.
- (iv) where the amount payable or the Member meets the requirements set out in paragraph (A), (B) or (C), respectively, above, paid as a lump sum, net of amounts withheld as required by law.
- (b) Where a Plan Member desires to transfer the Commuted Value of his pension benefits, the Plan Member must notify the administrator within ninety (90) days after the termination of membership statement has been sent to him by the administrator at his last known address. Where the administrator receives notification from a Plan Member requesting a transfer after the ninety (90) day deadline, the Commuted Value shall be recalculated, as at the date the notification is received, using the interest rate applicable for that date.
- (c) The transfer of the Commuted Value under this subsection shall at all times be subject to the Employment Pension Plans Act and the Income Tax Act and shall be completed within sixty (60) days after the receipt of all documentation required by the Board.

APPENDIX A - HISTORICAL VESTING PROVISIONS

The provisions contained within this appendix are provided solely for reference purposes and historical context. The following provisions were applied to any Period of Active Membership ceasing prior to September 1, 2014. The vesting provisions applicable to any Period of Active Membership ceasing on or after September 1, 2014 are described in Section XI.

1. Vesting of Benefits Earned Prior to October 1, 1986

In respect of Periods of Active Membership which ceased after the Effective Date of the Plan and prior to October 1, 1972, a Plan Member's Credited Past Service or Credited Membership Service earned prior to October 1, 1972 shall be designated as Vested Service if, at the time the Period of Active Membership ceased, the Plan Member had attained forty-five (45) years of age and accumulated at least ten (10) years of Vesting Service as defined in Section II.39.

In respect of Periods of Active Membership which ceased after September 30, 1972 and prior to October 1, 1982, a Plan Member's Credited Past Service or Credited Membership Service earned prior to October 1, 1982 shall be designated as Vested Service if, at the time the Period of Active Membership ceased, the Plan Member had accumulated at least ten (10) years of Vesting Service as defined in Section II.39.

In respect of Periods of Active Membership which ceased after September 30, 1982, a Plan Member's Credited Past Service or Credited Membership Service earned prior to October 1, 1986 shall be designated as Vested Service if, at the time the Period of Active Membership ceased, the Plan Member had accumulated at least seven (7) years of Vesting Service as defined in Section II.39.

2. Vesting of Benefits Earned On or After October 1, 1986 and Prior to October 1, 1999

A Plan Member's Credited Membership Service earned on or after October 1, 1986 and prior to October 1, 1999 shall be designated as Vested Service after the earliest of the following events during a Period of Active Membership:

- (a) the date upon which the Plan Member has accumulated at least five (5) years of Vesting Service, as defined in Section II.39, in respect of service rendered during such Period of Active Membership, or
- (b) the date the Plan Member has attained sixty-five (65) years of age.

3. Vesting of Benefits Earned On or After October 1, 1999 and Prior to September 1, 2014

A Plan Member's Credited Membership Service earned on or after October 1, 1999 shall be designated as Vested Service after the earliest of the following events during a Period of Active Membership:

- (a) the date the Plan Member has accumulated at least two (2) years of Vesting Service, as defined in Section II.39, in respect of service rendered during such Period of Active Membership, or
- (b) the date the Plan Member has attained sixty-five (65) years of age.

APPENDIX B - HISTORICAL BENEFIT PROVISIONS

The provisions contained within this appendix are provided solely for reference purposes and historical context. The following provisions were applied to any Period of Active Service ceasing prior to October 1, 1992. The benefit provisions applicable to any Period of Active Service ceasing after September 30, 1992 are described in Section VII.

1. Normal or Delayed Retirement

The monthly Retirement Benefit payable to the Plan Member in the normal form, commencing on his Normal Retirement Date or thereafter, shall be equal to the total of the following amounts:

- (a) For Vested Service prior to October 1, 1968 (past service), a monthly Retirement Benefit equal to his number of years of Credited Past Service multiplied by the applicable monthly benefit rate in the following table:

<u>Date the Period of Active Membership Ceased</u>		<u>Monthly Benefit Rate</u>
<u>From</u>	<u>To</u>	
October 1, 1968	September 30, 1972	\$3.30
October 1, 1972	September 30, 1975	\$3.80
October 1, 1975	September 30, 1976	\$10.00
October 1, 1976	September 30, 1978	\$12.00
October 1, 1978	September 30, 1979	\$14.00
October 1, 1979	present date	\$15.00

PLUS

- (b) For Periods of Active Membership which ceased on or after October 1, 1968 and prior to October 1, 1972, in respect of Vested Service on or after October 1, 1968 and prior to October 1, 1972, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

<u>Covered Hours Plus Bank Hours Used During Each Plan Year</u>	<u>Amount of Monthly Membership Service Retirement Benefit</u>	<u>Credited Membership Service</u>	<u>Years of Vesting Service</u>
1500 or more	\$7.30	1 year	1 year
1100 but less than 1500	5.48	¾ year	¾ year
700 but less than 1100	3.65	½ year	½ year
300 but less than 700	1.83	¼ year	¼ year
0 but less than 300	Nil	Nil	Nil

PLUS

- (c) For Periods of Active Membership which ceased on or after October 1, 1972 and prior to October 1, 1975, in respect of Vested Service on or after October 1, 1968 and prior to October 1, 1975, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Plus Bank Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
1500 or more	\$10.22	1 year	1 year
1300 but less than 1500	8.76	1 year	1 year
1100 but less than 1300	7.30	5/6 year	5/6 year
900 but less than 1100	5.84	4/6 year	4/6 year
700 but less than 900	4.38	3/6 year	3/6 year
500 but less than 700	2.92	2/6 year	2/6 year
300 but less than 500	1.46	1/6 year	1/6 year
0 but less than 300	Nil	Nil	Nil

PLUS

- (d) For Periods of Active Membership which ceased on or after October 1, 1975 and prior to October 1, 1976, in respect of Vested Service on or after October 1, 1968 and prior to October 1, 1976, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Plus Bank Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
1500 or more	\$20.44	1 year	1 year
1300 but less than 1500	17.52	1 year	1 year
1100 but less than 1300	14.60	5/6 year	5/6 year
900 but less than 1100	11.68	4/6 year	4/6 year
700 but less than 900	8.76	3/6 year	3/6 year
500 but less than 700	5.84	2/6 year	2/6 year
300 but less than 500	2.92	1/6 year	1/6 year
0 but less than 300	Nil	Nil	Nil

PLUS

- (e) For Periods of Active Membership which ceased on or after October 1, 1976 and prior to October 1, 1978, in respect of Vested Service on or after October 1, 1968 and prior to October 1, 1978, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Plus Bank Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
1500 or more	\$22.50	1 year	1 year
1300 but less than 1500	19.26	1 year	1 year
1100 but less than 1300	16.05	5/6 year	5/6 year
900 but less than 1100	12.84	4/6 year	4/6 year
700 but less than 900	9.63	3/6 year	3/6 year
500 but less than 700	6.42	2/6 year	2/6 year
300 but less than 500	3.21	1/6 year	1/6 year
0 but less than 300	Nil	Nil	Nil

PLUS

- (f) For Periods of Active Membership which ceased on or after October 1, 1978 and prior to October 1, 1979, in respect of Vested Service on or after October 1, 1968 and prior to October 1, 1979, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Plus Bank Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
1500 or more	\$24.71	1 year	1 year
1300 but less than 1500	21.18	1 year	1 year
1100 but less than 1300	17.65	5/6 year	5/6 year
900 but less than 1100	14.12	4/6 year	4/6 year
700 but less than 900	10.59	3/6 year	3/6 year
500 but less than 700	7.06	2/6 year	2/6 year
300 but less than 500	3.53	1/6 year	1/6 year
0 but less than 300	Nil	Nil	Nil

PLUS

- (g) For Periods of Active Membership which ceased on or after October 1, 1979 and prior to October 1, 1982, in respect of Vested Service on or after October 1, 1968 and prior to October 1, 1982, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Plus Bank Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
1500 or more	\$30.10	1 year	1 year
1300 but less than 1500	25.80	1 year	1 year
1100 but less than 1300	21.50	5/6 year	5/6 year
900 but less than 1100	17.20	4/6 year	4/6 year
700 but less than 900	12.90	3/6 year	3/6 year
500 but less than 700	8.60	2/6 year	2/6 year
300 but less than 500	4.30	1/6 year	1/6 year
0 but less than 300	Nil	Nil	Nil

PLUS

- (h) For Periods of Active Membership which ceased on and after October 1, 1982, in respect of Vested Service on or after October 1, 1968 and prior to October 1, 1982, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Plus Bank Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
1500 or more	\$35.00	1 year	1 year
1300 but less than 1500	30.00	1 year	1 year
1100 but less than 1300	25.00	5/6 year	5/6 year *
900 but less than 1100	20.00	4/6 year	4/6 year *
700 but less than 900	15.00	3/6 year	3/6 year *
500 but less than 700	10.00	2/6 year	2/6 year *
300 but less than 500	5.00	1/6 year	1/6 year *
0 but less than 300	Nil	Nil	Nil

* For Periods of Active Membership which ceased on and after October 1, 1986, the fraction of the year shown shall be read as one (1) year

PLUS

- (i) For Periods of Active Membership which ceased on or after October 1, 1982 and prior to October 1, 1991, in respect of Vested Service on or after October 1, 1982 and prior to October 1, 1991, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Plus Bank Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
1500 or more	\$35.00	1 year	1 year
1300 but less than 1500	30.00	1 year	1 year
1100 but less than 1300	25.00	5/6 year	5/6 year *
900 but less than 1100	20.00	4/6 year	4/6 year *
700 but less than 900	15.00	3/6 year	3/6 year *
500 but less than 700	10.00	2/6 year	2/6 year *
300 but less than 500	5.00	1/6 year	1/6 year *
0 but less than 300	Nil	Nil	Nil

* For Periods of Active Membership which ceased on and after October 1, 1986, the fraction of the year shown shall be read as one (1) year

PLUS

- (j) For Periods of Active Membership which ceased on or after October 1, 1991, in respect of Vested Service on or after October 1, 1982 and prior to October 1, 1991, a monthly Retirement Benefit for each Plan Year determined in accordance with the following table:

Covered Hours Plus Bank Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
1500 or more	\$45.00	1 year	1 year
1300 but less than 1500	38.57	1 year	1 year
1100 but less than 1300	32.14	5/6 year	1 year
900 but less than 1100	25.71	4/6 year	1 year
700 but less than 900	19.29	3/6 year	1 year
500 but less than 700	12.86	2/6 year	1 year
300 but less than 500	6.43	1/6 year	1 year
0 but less than 300	Nil	Nil	Nil

PLUS

- (k) For Periods of Active Membership which ceased on or after October 1, 1991, in respect of Vested Service on or after October 1, 1991 and prior to October 1, 1992, a monthly Retirement Benefit for the Plan Year determined in accordance with the following table:

Covered Hours Used During Each Plan Year	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service	Years of Vesting Service
For every additional completed block of 100 hours over 2100 hours	\$3.67 per block		
2000 but less than 2100	\$73.33	1 year	1 year
1900 but less than 2000	69.67	1 year	1 year
1800 but less than 1900	66.00	1 year	1 year
1700 but less than 1800	62.33	1 year	1 year
1600 but less than 1700	58.67	1 year	1 year
1500 but less than 1600	55.00	1 year	1 year
1400 but less than 1500	51.33	1 year	1 year
1300 but less than 1400	47.67	1 year	1 year
1200 but less than 1300	44.00	5/6 year	1 year
1100 but less than 1200	40.33	5/6 year	1 year
1000 but less than 1100	36.67	4/6 year	1 year
900 but less than 1000	33.00	4/6 year	1 year
800 but less than 900	29.33	3/6 year	1 year
700 but less than 800	25.67	3/6 year	1 year
600 but less than 700	22.00	2/6 year	1 year
500 but less than 600	18.33	2/6 year	1 year
400 but less than 500	14.67	1/6 year	1 year
300 but less than 400	11.00	1/6 year	1 year
200 but less than 300	7.33	NIL	NIL
100 but less than 200	3.67	NIL	NIL
0 but less than 100	0.00	NIL	NIL

APPENDIX C – HISTORICAL HOUR BANK PROVISIONS

The use of the hour bank was discontinued effective October 1, 1991. The following provisions describe the application of the hours credited to the hour bank prior to October 1, 1991.

To determine the “Covered Hours plus Bank Hours Used During Each Plan Year” for the purposes of the applicable tables in Section VII and Appendix B, hours out of an “Hour Bank” operating under the following rules will be added to the Covered Hours of Employment.

- (a) If a Plan Member has more than fifteen hundred (1500) Covered Hours of Employment during a Plan Year commencing prior to October 1, 1991, the excess over fifteen hundred (1500) hours will be accumulated in an Hour Bank. The starting balance for each Plan Member at October 1, 1976 will be zero (0) hours. The maximum number of hours that can be held in the bank is one thousand (1000) hours up to September 30, 1979, fifteen hundred (1500) hours up to September 30, 1982 and twenty-five hundred (2500) hours subsequent to that date.
- (b) In any Plan Year commencing prior to October 1, 1991, if a Plan Member has at least three hundred (300) but fewer than fifteen hundred (1500) Covered Hours of Employment, the balance in the Hour Bank for that Plan Member will be decreased by the number of hours required to be added to his Covered Hours of Employment during the Plan Year so that the total is fifteen hundred (1500) hours. If a Plan Member does not have enough hours in his Hour Bank to do this, as many hours will be added as is necessary to produce the highest possible benefit without using more than the number of hours in the Hour Bank.
- (c) If a Plan Member has fewer than three hundred (300) Covered Hours of Employment during a Plan Year commencing prior to October 1, 1991, nothing will be withdrawn from the Hour Bank and he shall not be entitled to a benefit for that year.

- (d) These “Hour Bank” rules only apply up to and including September 30, 1991. Any remaining balance in the Hour Bank on October 1, 1991 shall be converted to membership service Retirement Benefit using the following table:

Hour Bank Hours	Amount of Monthly Membership Service Retirement Benefit	Credited Membership Service
2400 but less than 2501	\$55.00	1 year
2200 but less than 2400	50.00	1 year
2000 but less than 2200	45.00	1 year
1800 but less than 2000	40.00	1 year
1500 but less than 1800	35.00	1 year
1300 but less than 1500	30.00	1 year
1100 but less than 1300	25.00	5/6 year
900 but less than 1100	20.00	4/6 year
700 but less than 900	15.00	3/6 year
500 but less than 700	10.00	2/6 year
300 but less than 500	5.00	1/6 year
0 but less than 300	NIL	NIL

APPENDIX D - HISTORICAL AD HOC COST-OF-LIVING INCREASES

The *ad hoc* cost-of-living increases that have been paid from October 1, 1968 through October 1, 2010 are described below.

In specifying the respective eligibility requirements for the *ad hoc* cost-of-living increases paid from October 1, 1968 through October 1, 2010, the following terms have the meanings respectively ascribed thereto:

1. “COLA” means an *ad hoc* cost-of-living increase.
2. “COLA Effective Date” means the date on which a COLA takes effect.
3. “Pre-Plan Retired Members” means members of the Union who were classified as retired on or before October 1, 1968.
4. “Retired Plan Members and Surviving Spouses” in respect of a particular COLA means:
 - (a) Retired Plan Members on the corresponding COLA Effective Date, and
 - (b) the respective surviving Spouses or Post-Retirement Spouses, as the case may be, of deceased Plan Members and Retired Plan Members who died before that COLA Effective Date.
5. “Union Members and Surviving Spouses” in respect of a particular COLA means:
 - (a) Retired Plan Members on the corresponding COLA Effective Date who were members of the Union on that COLA Effective Date, and
 - (b) the respective surviving Spouses or Post-Retirement Spouses, as the case may be, of deceased Plan Members and Retired Plan Members who died before that COLA Effective Date.
6. “Union Members and Union Spouses” in respect of a particular COLA means:
 - (a) Retired Plan Members on the corresponding COLA Effective Date who were members of the Union on that COLA Effective Date, and
 - (b) the respective surviving Spouses or Post-Retirement Spouses, as the case may be, of deceased Plan Members and Retired Plan Members who died before that COLA Effective Date and who were members of the Union when they died.

For greater certainty, the term “Retired Plan Members” includes Pre-Plan Retired Members.

No.	Meeting Date	Meeting	COLA Effective Date	COLA Description	Eligible Recipients
1	May 12, 1970	12	June 1, 1970	Pre-Plan Retired Members' benefit increased from \$10 to \$20 per month	Pre-Plan Retired Members
2	December 4, 1972	24	October 1, 1972	Increase in monthly pension benefits for Pre-Plan Retired Members to \$3.30 for each complete year of membership in the Union	Pre-Plan Retired Members
3	December 16, 1975	43	October 1, 1975	Double pensions in payment on October 1, 1975	Retired Plan Members
4	December 16, 1975	43	October 1, 1975	Increase past service credits to \$10 per month for each year of service with the Union before October 1, 1968	Retired Plan Members
5	August 29, 1977	57	October 1, 1976	20% increase to pensions in payment on October 1, 1976	Retired Plan Members and Surviving Spouses
6	October 2, 1978	64	October 1, 1978	10% increase to pensions in payment on October 1, 1978, subject to a minimum increase of \$25 per month	Retired Plan Members and Surviving Spouses
7	September 10, 1979	71	October 1, 1979	10% increase to pensions in payment on October 1, 1979, subject to a minimum increase of \$25 per month	Retired Plan Members and Surviving Spouses
8	June 16, 1980	78	May 1, 1980	10% increase to pensions in payment on May 1, 1980, subject to a minimum increase of \$25 per month	Retired Plan Members and Surviving Spouses
9	June 16, 1980	78	May 1, 1981	10% increase to pensions in payment on May 1, 1981, subject to a minimum increase of \$25 per month	Retired Plan Members and Surviving Spouses
10	January 11, 1982	89	October 1, 1981	5% increase to pensions in payment on October 1, 1981, subject to a minimum increase of \$15 per month	Retired Plan Members and Surviving Spouses
11	September 7, 1982	94	October 1, 1982	15% increase to pensions in payment on October 1, 1982, subject to a minimum increase of \$50 per month	Retired Plan Members and Surviving Spouses
12	December 12, 1983	105	October 1, 1983	6% increase to pensions in payment on January 1, 1984, subject to a minimum increase of \$30 per month and a maximum increase of \$50 per month	Retired Plan Members and Surviving Spouses

No.	Meeting Date	Meeting	COLA Effective Date	COLA Description	Eligible Recipients
13	December 17, 1984	113	January 1, 1985	5% increase to pensions in payment on January 1, 1985, subject to a minimum increase of \$25 per month and a maximum increase of \$45 per month	Retired Plan Members and Surviving Spouses
14	December 13, 1985	123	January 1, 1986	5% increase to pensions in payment on January 1, 1986, subject to a minimum increase of \$25 per month and a maximum increase of \$45 per month; provided that the increase for a disability pension is to be calculated by reference to the accrued (i.e., earned) pension on September 30, 1985	Union Members and Surviving Spouses
15	November 19, 1986	131	January 1, 1987	5% increase to pensions in payment on January 1, 1987, subject to a maximum increase of \$45 per month; provided that the increase for a disability pension is to be calculated by reference to the accrued (i.e., earned) pension on September 30, 1986	Union Members and Surviving Spouses
16	December 11, 1987	139	January 1, 1988	5% increase to pensions in payment on January 1, 1988, subject to a maximum increase of \$45 per month; provided that the increase for a disability pension is to be calculated by reference to the accrued (i.e., earned) pension on September 30, 1986 and the increase for an integrated pension (i.e., CPP/OAS levelling option) is to be calculated by reference to the pension benefit that would have been receivable if the integrated pension had not been elected	Union Members and Union Spouses
17	April 10, 1992	173	October 1, 1991	8% increase to pensions in payment on October 1, 1991; provided that the increase for a disability pension is to be calculated by reference to the accrued (i.e., earned) pension on September 30, 1991 and the increase for an integrated pension (i.e., CPP/OAS levelling option) is to be calculated by reference to the pension benefit that would have been receivable if the integrated pension had not been elected	Union Members and Union Spouses

No.	Meeting Date	Meeting	COLA Effective Date	COLA Description	Eligible Recipients
18	April 10, 1992	173	October 1, 1992	7% increase to pensions in payment on October 1, 1992; provided that the increase for a disability pension is to be calculated by reference to the accrued (i.e., earned) pension on September 30, 1992 and the increase for an integrated pension (i.e., CPP/OAS levelling option) is to be calculated by reference to the pension benefit that would have been receivable if the integrated pension had not been elected	Union Members and Union Spouses
19	May 29, 1993	186	October 1, 1993	2% increase to pensions in payment on October 1, 1993; provided that the increase for a disability pension is to be calculated by reference to the accrued (i.e., earned) pension on September 30, 1993 and the increase for an integrated pension (i.e., CPP/OAS levelling option) is to be calculated by reference to the pension benefit that would have been receivable if the integrated pension had not been elected	Union Members and Union Spouses
20	April 25, 1998	227	May 1, 1998	3% increase to pensions in payment on May 1, 1998; provided that the increase for a disability pension is to be calculated by reference to the accrued (i.e., earned) pension on May 1, 1998 and the increase for an integrated pension (i.e., CPP/OAS levelling option) is to be calculated by reference to the pension benefit that would have been receivable if the integrated pension had not been elected	Union Members and Union Spouses

No.	Meeting Date	Meeting	COLA Effective Date	COLA Description	Eligible Recipients
21	December 18, 2009	333	October 1, 2009	5% increase to pensions in payment on October 1, 2009; provided that the increase for a disability pension is to be calculated by reference to the accrued (i.e., earned) pension on October 1, 2009 and the increase for an integrated pension (i.e., CPP/OAS levelling option) is to be calculated by reference to the pension benefit that would have been receivable if the integrated pension had not been elected	Union Members and Union Spouses
22	January 14, 2011	340	October 1, 2010	5% increase to pensions in payment on October 1, 2010; provided that the increase for a disability pension is to be calculated by reference to the accrued (i.e., earned) pension on October 1, 2010 and the increase for an integrated pension (i.e., CPP/OAS levelling option) is to be calculated by reference to the pension benefit that would have been receivable if the integrated pension had not been elected	Union Members and Union Spouses