

SCHEDULE 1

**The Colleges of Applied Arts and Technology
Pension Plan**

As Amended and Restated Effective January 1, 2018

Consolidated to ~~June~~October 1, 2018

Including amendments of:

January 1, 2018

May 1, 2018

June 1, 2018

October 1, 2018

Amended ~~October~~June 1, 2018

**The Colleges of Applied Arts and Technology
Pension Plan**

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ARTICLE 1

ESTABLISHMENT OF THE PLAN

1.01 Establishment of the Plan

Effective June 1, 1967, the Colleges of Applied Arts and Technology Pension Plan was established to provide pensions and other benefits to eligible Employees of participating Colleges of Applied Arts and Technology.

1.02 Amendments

Since the establishment of the Plan, the Plan text has from time to time been amended, supplemented and restated. This amended and restated Plan text, effective January 1, 2018, shall apply with respect to the determination of benefits payable in the event of retirements, deaths or other terminations of membership occurring on or after January 1, 2018, unless specifically provided otherwise in the Plan.

Benefits payable under the Plan in respect of retirements, deaths or terminations of membership occurring prior to January 1, 2018 to Former Members, Retired Members or others entitled to such benefits shall continue to be paid in accordance with the terms of the Plan as constituted at the relevant date, unless otherwise provided or subsequently specifically amended by the terms of the Plan.

Pension benefits accrued under the Plan as amended and restated effective January 1, 2018 for service prior to January 1, 2018 in respect of Members at December 31, 2017 will be no greater or less than the benefits accrued under the terms of the Plan as in effect on December 31, 2017.

1.03 Continuation of the Plan

The Plan, as stated herein and as it may be amended from time to time, will remain in effect subject to its continued registration by

- (1) the relevant tax authorities as is necessary to ensure that Members are entitled to deduct the amount of their contributions and/or payments from their incomes before taxes under the provisions of the Income Tax Act or any other applicable tax laws as are now in effect or as may hereafter be amended or adopted; and
- (2) the Financial Services Commission of Ontario or such successor entity pursuant to the provisions of the Act as amended from time to time.

1.04 Amendment of the Plan

In the event that any provision of the Plan is less favourable to Members, Former Members, Retired Members or others entitled to benefits from the Plan than is required by the terms of any applicable provincial or federal legislation, the Plan shall be deemed amended accordingly but only to the extent necessary to remedy any such deficiencies.

1.05 Appendix G – Design Two Provisions

The Plan is amended effective June 1, 2018 by adding Appendix G.

Effective June 1, 2018, the benefits, rights and obligations of Design Two Employees shall be in accordance with the Design Two Provisions.

On and after January 1, 2019, only Members who are Full-time Employees shall be permitted to accrue benefits under the Design One Provisions.

Effective January 1, 2019, the benefits, rights and obligations of Other Than Regular Full-time Employees shall be in accordance with the Design Two Provisions.

ARTICLE 2

DEFINITIONS

The following words and phrases shall, for the purposes of the Plan, have the following meanings respectively, unless a different meaning is plainly required by the context.

2.01 “Act”

Shall mean the *Pension Benefits Act of Ontario, R.S.O. 1990*, and any future legislation amending, supplementing, superseding or incorporating it, including any regulations issued pursuant to it, and including any other pension benefits legislation having jurisdiction over the Plan.

2.02 “Actuarial Equivalent”

Shall mean an actuarially equivalent value computed by reference to the rate of interest and actuarial tables which do not distinguish between males and females, adopted by the Plan Manager at the relevant time for purposes of the Plan, subject to any requirements of the Act and the Income Tax Act.

2.03 “Actuarial Value”

Shall mean the actuarial present value of the applicable pension and ancillary benefits determined as of the date a computation is required in accordance with, and subject to, the procedures and assumptions adopted by the Board of Trustees.

2.04 “Actuary”

Shall mean the actuary or firm of actuaries retained by, but independent of, the Board of Trustees and qualified through Fellowship in the Canadian Institute of Actuaries.

2.05 “Average YMPE”

Shall mean the average of the YMPE for the year in which the Member’s Termination of Employment Date occurs and for each of the four preceding years.

2.06 “Beneficiary”

Shall be the person or persons named by a Member, Former Member, Retired Member or Spouse entitled to or in receipt of a pension to receive the death benefits, if any, payable to a Beneficiary under the Plan and the Beneficiary, if any, shall be so named by the Member, Former Member, Retired Member or Spouse:

- (1) by delivering the applicable written designation to the Plan Manager, or
- (2) by will, but only if the designation in the will relates expressly to benefits under the Plan either generally or specifically and if such will is provided to the Plan prior to any death benefits being paid.

If a Member, Former Member, Retired Member or Spouse does not designate, or does not validly designate, any Beneficiary or designates a Beneficiary who is not living on the date a determination is required, any benefit payable under the Plan to a Beneficiary of the Member, Former Member, Retired Member or Spouse will be paid to the estate of the Member, Former Member, Retired Member or Spouse. Furthermore, subject to applicable laws, each Member, Former Member, Retired Member or Spouse entitled to or in receipt of a pension shall have the right to change, revoke or amend any beneficiary designation by either of the methods provided above prior to their death and no such change, revocation or amendment shall require the written consent of such Beneficiary previously designated by such Member, Former Member, Retired Member or Spouse.

2.07 “Board of Trustees”

Shall have the same meaning as in the Sponsorship and Trust Agreement.

2.08 “Child” or “Children”

Shall mean a dependent child or children of a Member, Former Member or Retired Member upon the death of the Member, Former Member or Retired Member and who has not reached the age of 18 years.

2.09 “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 as of the date a determination is required, at the rate of interest and using the actuarial tables and rules for the computation of commuted values, subject to the Act and the Income Tax Act.

2.10 “Continuous Service”

Shall mean the period of unbroken employment of an Employee with an Employer and shall be deemed not to be broken by:

- (1) a leave of absence with full pay for any reason where the Employee's Employer has authorized the leave;
- (2) a leave of absence without pay for any reason where the Employee's Employer has authorized the leave;
- (3) absence due to parental leave, pregnancy leave, or other leave resulting from the birth or adoption of a child, as defined in the Employment Standards Act (Ontario), or such other leaves where the Employment Standards Act (Ontario), as amended from time to time, requires that a Member be allowed to continue participation in the Plan for the duration of such leave;
- (4) a period of layoff for so long as recall rights exist provided that the Employee has not transferred any benefit entitlement out of the Trust Fund pursuant to Section 10.02 or otherwise;
- (5) an absence due to strike or lockout, provided no termination of employment has occurred and the Employee returns to work following the end of the strike or lockout;
- (6) periods during which the Member is in receipt of a benefit under a long term disability plan of an Employer or disability benefits under the

Workplace Safety and Insurance Act, and has not transferred any benefit entitlement out of the Trust Fund pursuant to Section 10.02 or otherwise.

2.11 “Contributory Earnings”

Shall mean:

- (1) Before January 1, 2019, basic salary and wages received by a Member from an Employer listed in Appendix A upon which contributions are made and such other forms of remuneration received by a Member from an Employer listed in Appendix A as determined in accordance with Appendix D.
- (2) On and after January 1, 2019, basic salary and wages received by a Member who is a Full-time Employee upon which contributions are made and such other forms of remuneration received by a Member who is a Full-time Employee from an Employer listed in Appendix A in respect of their employment as a Full-time Employee as determined in accordance with Appendix D.
- (3) For greater certainty, any payments or elements of remuneration that result from any arrangement the effect of which is to inflate Highest Average Pensionable Earnings without a bona fide change in employment, job function or pay scale shall be excluded from Contributory Earnings.

2.12 “Credited Interest”

Shall mean:

- (1) interest on a Member’s contributions at the applicable rate determined under (4) below:
 - (a) for the period prior to January 1, 1988, credited from the end of the calendar year in which the contribution is paid into the Trust Fund, and compounded annually thereafter to December 31, 1987, and

- (b) for the period commencing on January 1, 1988, compounded annually and credited
 - (i) at the end of each calendar year, on the balance of contributions at the beginning of the calendar year; plus
 - (ii) at the end of each calendar year, on the balance of contributions made during the year at a pro-rata portion of the rate determined under (4) below for that year; plus
 - (iii) at the end of the month in which the Member's Termination of Membership Date occurs, on the balance of contributions at the beginning of that calendar year and the balance of contributions made during that calendar year, at the appropriate pro-rata portion of the rate determined in under (4) below for the preceding calendar year, for the complete calendar months in the current calendar year to the end of the month in which the Member's Termination of Membership Date occurs;
- (2) interest on lump sum payments out of the Trust Fund other than payments of Commuted Values, compounded annually and credited from the date at which a determination is required to the end of the calendar month in which payment is made at the rate which is credited to Member contributions under (1) above; and
- (3) interest on the payment of a Commuted Value out of the Trust Fund and calculated and compounded annually from the date as of which the Commuted Value was determined or re-determined to the end of the calendar month of payment, at the same rate that was used to determine the Commuted Value; and
- (4) the applicable interest rate for determinations under (1) and (2) above are:
 - (a) for the period ending December 31, 1977, three per cent per annum;

- (b) for the period commencing on January 1, 1978 and ending on December 31, 1984, five per cent per annum;
- (c) for the period commencing on January 1, 1985 and ending on December 31, 1987, an annual rate calculated at one per cent below the average of the monthly rates of interest paid by the Chartered Banks on 90 day deposit receipts quoted for the immediately preceding year in the Bank of Canada Review, determined on December 31st of each year;
- (d) for the period commencing on January 1, 1988, at the rate which is the greatest of (i) through (iii) below for the applicable calendar year:
 - (i) the average of the rates quoted for each of the twelve months in the immediately preceding calendar year in the Bank of Canada Review for five year personal fixed term chartered bank deposits;
 - (ii) for the period prior to December 31, 2017, the Canada Savings Bond Rate applied to the last such bonds issued in the previous year plus 1%; and
 - (iii) the minimum prescribed by law.

2.13 “Deemed Contributory Earnings”

Shall mean the amount of Contributory Earnings a Member would have received during a Period of Reduced Pay, leave, work stoppage or other absence from work, as applicable, which amount shall be based on the Member’s rate of Contributory Earnings in the period immediately preceding such Period of Reduced Pay, leave, work stoppage or other absence, adjusted from time to time, if applicable to the Member, by any increases in those elements of Contributory Earnings as a result of:

- (1) negotiated increases under a collective bargaining agreement;

- (2) increases resulting from normal progression through the earnings classification; or,
- (3) increases obtained through the grievance arbitration procedure under a collective bargaining agreement or through a similar mechanism.

2.14 “Deferred Pension”

Shall mean the pension benefit determined pursuant to Article 10 and as may be adjusted pursuant to Article 14.

2.14.1 “Design One Provisions”

Shall mean the provisions of the Plan excluding the Design Two Provisions except where the Design One Provisions are specifically referenced in the Design Two Provisions.

2.14.2 “Design Two Employee”

Shall mean a person who is employed by an Employer listed in Appendix A.1.

2.14.3 “Design Two Provisions”

Shall mean the provisions of Appendix G.

2.15 “Disabled”

Shall mean, in reference to a Member, disability due to physical or mental injury or disease which prevents the Member from performing the duties of the employment in which the Member was engaged before the disability commenced, as determined by the Plan Manager and provided that the Member is entitled to receive a benefit under a long term disability plan of an Employer or a full loss of earnings benefit under the *Workplace Safety and Insurance Act*. For purposes of this determination, the Plan Manager may rely on the decision of the carrier of the long term disability plan applicable to the Member or the Workplace Safety and Insurance Board, whichever is applicable, as to whether the Member is Disabled, provided the Plan Manager has received a written report, prepared

by a medical doctor who is licensed to practise under the laws of a province in the place where the Member resides, on which the carrier relied in making its decision. In the event that a written medical report from the carrier is not available, the Plan Manager may rely upon other evidence the Plan Manager deems appropriate.

2.16 “Disability Date” of a Member shall have the meaning provided in Section 11.01.

2.17 “Early Retirement Date” has the meaning set forth in Section 7.01.

2.18 “Early Retirement Pension” shall mean the pension benefit determined pursuant to Section 7.02.

2.19 “Employee” shall mean a person who is employed by an Employer and includes Full-time Employees, Other Than Regular Full-time Employees and Design Two Employees.

2.20 “Employer” shall mean any employer listed in Appendix A or Appendix A.1. Employer shall also include the Board of Trustees and subject to the approval of the Board of Trustees, any corporation controlled by the Board of Trustees.

2.21 “Excess Contributions” shall mean the excess of (1) over (2) as follows:

- (1) the Member’s contributions made in accordance with Article 4 plus Credited Interest to the date a determination is required;
- (2) 50% of the Commuted Value of the Member’s pension benefit in respect of all Pensionable Service, calculated as of the same date as in subsection (1);

provided that the Member contributions in (1) above and the Member’s pension benefit in (2) above will not apply to benefits resulting from the election by a Member and to the Member’s contributions made to purchase Pensionable Service in respect of which the Employer makes no contributions pursuant to Section 4.05 in respect of the Member.

2.22 “Former Member” shall mean:

- (1) a person who has attained their Termination of Membership Date and who is entitled to a benefit under the Design One Provisions, excluding Retired Members; or
- (2) except for the purposes of Article 14, a person who is a Former Member as defined under the Design Two Provisions.

2.23 “Full-time Employee” shall mean a person who is employed by, and holds a regular full-time position with, an Employer listed in Appendix A.

2.24 “Highest Average Pensionable Earnings” shall mean the average of the Member’s Pensionable Earnings for the 60 consecutive full and partial months of their Pensionable Service during which the Member’s Pensionable Earnings were the highest, expressed as an annual amount and computed as in (1) below, subject to the provisions in (2) below and any applicable policies and procedures that may be adopted by the Board of Trustees.

- (1) A Member’s Highest Average Pensionable Earnings will be an amount equal to the sum of the Member’s Pensionable Earnings for each full and partial month of such 60 month period, to a total of 60 months, divided by 5.
- (2) For purposes of a computation hereunder:
 - (a) if a Member has less than 60 consecutive full and partial months of Pensionable Service in which the Member received or was deemed to have received Pensionable Earnings, the Member’s Highest Average Pensionable Earnings will be computed over the actual period of Pensionable Service;
 - (b) if a Member has a prior period of employment reinstated as Pensionable Service under Section 3.03, the period between the prior periods of employment and the date the Member last became an Employee will not be considered a break in the consecutive period of Pensionable Service.

- (c) If a Member returns to employment with an Employer prior to attaining their Termination of Membership Date, the period between the prior period of employment and the date the Member last became an Employee will not be considered a break in the consecutive period of Pensionable Service.
- 2.25** “Income Tax Act” shall mean the *Income Tax Act (Canada)* and any Regulations and Rules made pursuant thereto or issued by the Canada Revenue Agency or such successor entity, as amended from time to time.
- 2.26** “Member” shall mean an individual who is enrolled in the Plan and continues to be entitled to benefits under the Plan but excludes Former Members and Retired Members.
- 2.27** “Non-Participating Employer” shall mean an employer who sponsors or contributes to a Canadian registered pension plan under which a person has accrued pension benefits and is no longer accruing benefits under such plan, but does not include an Employer or Predecessor Employer.
- 2.28** “Normal Retirement Date” of a Member or Former Member shall be the last day of the month coincident with or next following the Member’s or Former Member’s attainment of age 65.
- 2.29** “Normal Retirement Pension” shall mean the pension benefit provided in Section 6.01 as of a Normal Retirement Date.
- 2.30** “Other Than Regular Full-time Employee” or “OTRFT Employee” shall mean any person who is employed by an Employer listed in Appendix A who is not a Full-time Employee.
- 2.31** “Pensionable Earnings” shall mean:
- (1) a Member’s Contributory Earnings or deemed Contributory Earnings on which the Member makes contributions pursuant to Article 4;

- (2) for periods of Transferred In Service, the actual earnings received by the Member from the Non-Participating Employer for the period of Transferred In Service;
- (3) for any period of Pensionable Service under Section 5.01(4) in respect of which the Member is in receipt of a benefit under a long term disability plan of an Employer or disability benefits under the *Workplace Safety and Insurance Act*, the Member's Pensionable Earnings
 - (a) for the balance of the calendar year in which the Member becomes Disabled, commencing on the Member's Disability Date, will be deemed to be the rate of the Employee's Contributory Earnings in the period prior to the Member's Disability Date; and
 - (b) for each calendar year the Member remains Disabled after the end of the calendar year in which the Member became Disabled, the deemed rate of Pensionable Earnings in subsection (a) shall be increased on the January 1st of that year in accordance with the inflation protection factor as provided in Section 14.01 provided that in respect of the first calendar year in which such inflation protection factor is applied such increase shall be pro-rated for that portion of the prior year from the Disability Date to December 31;
- (4) for prior periods of Pensionable Service reinstated pursuant to Section 3.04(1), the Member's Contributory Earnings under Section 4.01 in respect of those periods.
- (5) For any calendar year in which a Member works less than full-time, the Member's Pensionable Earnings for the year will be annualized by dividing the Member's Contributory Earnings for the year by the Member's Pensionable Service for the year.
- (6) For greater certainty, before January 1, 2019, only a Member employed by an Employer listed in Appendix A may have Pensionable Earnings, and,

on and after January 1, 2019, only a Member who is a Full-time Employee may have Pensionable Earnings.

2.32 “Pensionable Service” shall be determined in accordance with the provisions of Article 5.

2.33 “Period of Reduced Pay” shall mean a period throughout which:

- (1) the Member renders services to an Employer and the Member’s job classification does not change; and
- (2) the remuneration received by the Member from an Employer is less than the remuneration the Member would have received if the Member had rendered services on the same basis as was in effect before the period of reduced services commenced.

To qualify for a Period of Reduced Pay, a Member must have been employed by one or more Employers on a full-time basis for not less than 36 months in the aggregate prior to the commencement of the Period of Reduced Pay.

2.34 “Plan” shall mean The Colleges of Applied Arts and Technology Pension Plan, as stated herein and as amended from time to time.

2.35 “Plan Manager” shall mean the person appointed by the Board of Trustees to hold that office.

2.36 “Postponed Retirement Date” has the meaning set forth in Section 8.01.

2.37 “Postponed Retirement Pension” has the meaning set forth in Section 8.02.

2.38 “Predecessor Employer” shall mean an employer whose operations were acquired or otherwise assumed by an Employer.

2.39 “Purchasable Service” shall mean the following periods of a Member’s employment:

- (1) a leave of absence from an Employer without pay for any reason where the Member's Employer has authorized such leave;
- (2) a period of layoff from an Employer for so long as recall rights exist provided that the Member has not transferred any benefit entitlement out of the Trust Fund as provided in Section 10.02 or otherwise and the Member is recalled and returns to work;
- (3) a parental leave, pregnancy leave, or other leave from an Employer resulting from the birth or adoption of a child, as defined in the Employment Standards Act (Ontario), or such other leaves where the Employment Standards Act (Ontario), as amended from time to time, requires that a Member be allowed to continue participation in the Plan for the duration of such leave from an Employer;
- (4) a period of employment as an Employee with any Employer before the Member became a contributor;
- (5) prior periods of Pensionable Service under the Plan prior to the date the Member last joined the Plan for which the Member is no longer entitled to Pensionable Service or in respect of which the Member transferred the Commuted Value out of the Trust Fund as provided in Section 10.02 or otherwise;
- (6) a period of employment with a Predecessor Employer;
- (7) a Member's period of employment with an Employer during which a work stoppage occurred;
- (8) a period of employment with a Non-Participating Employer in respect of which benefits accrued under a registered pension plan while not accruing a pension under the Plan.

2.40 "Reciprocal Agreement" shall mean an agreement, as provided in Article 13, between the Board of Trustees and a person authorized for that purpose under a

registered pension plan established by or for any Non-Participating Employer that provides for the transfer of pension credits to the Trust Fund on behalf of a Member for a period of former employment with that Non-Participating Employer.

2.41 “Registered Retirement Savings Arrangement” shall mean a registered retirement savings plan established in accordance with the Income Tax Act or a registered retirement income fund established in accordance with the Income Tax Act.

2.42 “Retired Member” shall mean:

- (1) a person who has either attained their Termination of Employment Date or Termination of Membership Date and who
 - (a) is receiving or has elected in accordance with the Design One Provisions to receive a Normal Retirement Pension; a Postponed Retirement Pension; an Early Retirement Pension; or a pension determined in accordance with Section 10.03; or
 - (b) has attained their Normal Retirement Date under the Design One Provisions; or
- (2) except for the purposes of Article 14, a person who is a Retired Member as defined under the Design Two Provisions.

2.43 “Sponsors’ Committee” shall have the same meaning as in the Sponsorship and Trust Agreement.

2.44 “Sponsorship and Trust Agreement” shall mean the agreement initially entered into by the Employers, and the Ontario Public Service Employees Union and the initial members of the Board of Trustees in respect of the administration of the Plan and the Trust Fund, as amended from time to time.

2.45 “Spouse”, shall mean, at the time a determination of marital status is required, a person to whom a Member, Former Member or Retired Member is:

- (1) married, provided the person is not living separate and apart from the Member, Former Member or Retired Member as the case may be at the date a determination is required, or
- (2) not married, provided that the Member, Former Member or Retired Member and that person are living in a conjugal relationship,
 - (a) continuously for a period of not less than three years prior to the date a determination is required; or
 - (b) of some permanence, if they parents of a child as set out in the *Children's Law Reform Act (Ontario)*.

Where the parties are living separate and apart at the date a determination is required, the person shall cease to be the Member's, Former Member's or Retired Member's Spouse.

2.46 "Termination of Employment Date" of a Member shall mean the date on which a Member's termination of employment with an Employer occurs or the date of any other interruption of Continuous Service for any reason.

2.47 "Termination of Membership Date" of a Member shall mean the date that is twenty-four (24) consecutive months after the Termination of Employment Date during which no contributions have been made by or on behalf of the Member in respect of current service, unless coincident with or after the Termination of Employment Date, and prior to the expiry of the twenty-four (24) month period:

- (1) the Member requests to transfer the Commuted Value of the Member's pension entitlement under the Plan to the pension fund of another pension plan pursuant to Section 10.02 and the administrator of the other pension plan agrees to accept the payment;
- (2) the Member elects an Early Retirement Date;
- (3) the Member attains their Normal Retirement Date;

(4) The Member dies;

in which case, the Termination of Membership Date shall be applicable date above. Notwithstanding the foregoing:

(5) in the event a Member resigns their membership in the Plan pursuant to Section 9.08, the Member shall be deemed to have attained their Termination of Membership Date as of the effective date of the Member's resignation under the Plan;

(6) in the event a Member attains a Postponed Retirement Date, then the Member shall be deemed to have attained their Termination of Membership Date as of their Postponed Retirement Date.

2.48 “Transferred In Service” shall mean that portion of a Member's period of employment with a Non-Participating Employer that is purchased by a transfer of pension credits to the Trust Fund by way of a Reciprocal Agreement.

2.49 “Trust Fund” shall mean all of the assets of the Plan trust fund consolidated with all funds and assets received from time to time by way of contributions, transfers or other amounts, together with all increments, earnings and profits accrued thereon from the administration and investment of the said Trust Fund and from which pensions and other benefits under the Plan are to be paid.

2.50 “YMPE” shall mean in respect of any calendar year, the Year's Maximum Pensionable Earnings under the Canada Pension Plan applicable to that calendar year.

2.51 “Gender and Number” Reference to the third person will include the male gender and the female gender unless the context otherwise requires. Words importing the singular number may be construed to extend to and include the plural number, and words importing the plural number may be construed to extend to and include the singular.

2.52 “Headings Not Part of Plan” The titles given to the various Articles and Sections of the Plan are inserted for convenience and reference only and are not part of this Plan, and they shall not be considered in determining the purpose, meaning, or intention of any provision of the Plan.

2.53 “References” Unless otherwise indicated, a reference in the Design One Provisions to a provision, Section, or Article is a reference to a provision, Section, or Article of the Design One Provisions.

ARTICLE 3

ELIGIBILITY AND MEMBERSHIP IN THE PLAN

3.01 Eligibility for Membership

(1) *Full-time Employees*

Each Full-time Employee shall become a Member of the Plan upon the Employee's date of hire provided the Employee's date of hire is prior to the end of the year in which the Employee reaches age 71, or such other age as is specified in the Income Tax Act (Canada).

(2) *Other Than Regular Full-time (OTRFT) Employees*

Each Other Than Regular Full-time (OTRFT) Employee who becomes a Full-time Employee prior to electing to join the Plan will become a Member immediately upon becoming a Full-time Employee. Each Design Two Employee who becomes a Full-time Employee prior to joining the Plan will become a Member immediately upon becoming a Full-time Employee.

(3) *Excluded Employees*

An Employee who is participating and accruing benefits under the Ontario Teachers' Pension Plan, or The Pension Plan for NORCAT, or any other pension plan as designated by the Sponsors' Committee is not eligible to become a Member of the Plan.

3.02 Continuation of Membership

A person who becomes a Member of the Plan shall remain a Member until their Termination of Membership Date.

3.03 Membership and Benefit Determination Following Re-employment

(1) ***Membership on Re-employment Prior to Pension Commencement***

(a) **Prior Member With No Benefit Entitlement**

A person who is neither a Former Member nor a Retired Member, but who was previously a Member of the Plan, and who is hired as a Full-time Employee will be considered a new Employee for all purposes of the Plan and the provisions of Section 3.01 shall apply.

(b) **Former Member**

If a Former Member is hired as a Full-time Employee, the Former Member shall become a Member immediately upon hire as a Full-time Employee and the provisions in (i), (ii), and (iii) shall apply.

(i) If the person received payment of Excess Contributions in respect of a prior period of membership in the Plan under the Design One Provisions, any Deferred Pension in respect of such prior period of membership will remain frozen and the provisions of Section 3.03(3)(a) below will apply for the determination of the pension benefit to which the person is entitled under the Design One Provisions.

(ii) Notwithstanding the provisions of (i) above, the person who received payment of Excess Contributions may elect to repay to the Trust Fund the amount of the refund of Excess Contributions, with Credited Interest from the date of the prior payment to the date of repayment and, provided the repayment is made within 6 months following the date of hire as a Full-time Employee, upon repayment, or if the person did not receive a payment of Excess Contributions in respect of a prior period of membership in the Plan under the Design One Provisions, the pension benefit to which the Member is entitled under the Design One Provisions will be determined in accordance with the provisions of Section

3.03(3)(b) and that benefit will be in lieu of the Deferred Pension to which the Member was entitled in respect of the prior period of membership under the Design One Provisions.

- (iii) Any pension benefit to which the Member may be entitled under the Design Two Provisions at the Member's subsequent Termination of Membership Date will not be affected by the Member's subsequent period of membership.

(2) ***Membership on Re-employment After Pension Commencement***

(a) **Before Normal Retirement Date**

If a Retired Member is hired as a Full-time Employee before their Normal Retirement Date, pension payments will cease immediately and the Retired Member will become a Member and recommence contributions under Section 4.01 immediately on such hire, the pension benefit to which the Member will be entitled under the Design One Provisions at the Member's subsequent Termination of Membership Date will be determined in accordance with Section 3.03(3)(c), and any pension benefit to which the Member may be entitled under the Design Two Provisions at the Member's subsequent Termination of Membership Date will not be affected by the Member's subsequent period of membership.

(b) **After Normal Retirement Date**

If a Retired Member is hired as a Full-time Employee after their Normal Retirement Date but before the end of the year in which the Retired Member reaches age 71, or such other age as is

specified in the Income Tax Act (Canada), the Retired Member may elect either:

- (i) to continue to receive pension payments and not become a Member of the Plan, or
- (ii) to become a Member of the Plan in which case pension payments will cease immediately and the Retired Member will become a Member and recommence contributions under Section 4.01 immediately on rehire, the pension benefit to which the Member will be entitled under the Design One Provisions at the Member's subsequent Termination of Membership Date will be determined in accordance with Section 3.03(3), and any pension benefit to which the Member may be entitled under the Design Two Provisions at the Member's subsequent Termination of Membership Date will not be affected by the Member's subsequent period of membership.

If the Retired Member is hired by an Employer after the end of the year in which the Retired Member reaches age 71, or such other age as is specified in the Income Tax Act (Canada), the Retired Member will continue to receive pension payments and shall not become a Member of the Plan.

(3) ***Determination of Pension Benefits for Re-employed Members***

(a) **Re-employed Former Members – No Re-Payment of Excess Contributions**

If a Former Member is hired as a Full-time Employee and Section 3.03(1)(b)(i) applies, the benefit to which the Member will be entitled under the Design One Provisions at the Member's subsequent Termination of Membership Date will be the sum of:

- (i) the Deferred Pension to which the Member is entitled in respect of such prior period of Pensionable Service, and

- (ii) the pension benefit determined under the Plan based on the Member's Pensionable Service and Highest Average Pensionable Earnings for the period after the Member's re-employment.

(b) **Re-employed Members**

If a Former Member is hired as a Full-time Employee and Section 3.03(1)(b)(ii) applies, the benefit to which the Member will be entitled under the Design One Provisions at the Member's subsequent Termination of Membership Date will be the greater of (i) and (ii) below:

- (i) the benefit determined pursuant to (a) above, and
- (ii) the pension benefit determined under the Plan based on
 - A. the Member's Pensionable Service in respect of the applicable Deferred Pension to which the Member is entitled in respect of such prior period of Pensionable Service, plus Pensionable Service accrued after the Member's re-employment;
 - B. Highest Average Pensionable Earnings based on the Member's Pensionable Earnings during such prior period of membership and after the Member's re-employment and the period of absence between the prior period of membership and the Member's re-employment will not be considered a break in the consecutive period of Pensionable Earnings; and
 - C. the provisions of the Plan in effect at the Member's subsequent Termination of Membership Date; and the benefit so determined will be Member's Pension in respect of all such periods of Pensionable Service.

(c) **Re-Employed Retired Members**

If a Retired Member is hired as a Full-time Employee and is required or elects under Section 3.03(2) to become a Member of the Plan, the benefit to which the Member will be entitled under the Design One Provisions at the Member's subsequent Termination of Membership Date will be the greater of (i) and (ii), plus (iii):

- (i) The sum of A and B below:
 - A. the pension in pay at the time the Member was re-employed and rejoined the Plan, plus any inflation protection that would have been received during the period of re-employment, adjusted to what the Retired Member would have been receiving under the normal form of pension in the event they elected an optional form; plus
 - B. the pension accrued during the period of re-employment, as in Section 3.03(3)(a)(ii);
- (ii) the pension benefit determined under Section 6.01, based on A, B and C below, and reduced as per D:
 - A. the Member's Pensionable Service accrued under the Plan prior to retirement, plus Pensionable Service accrued after the Member's re-employment;
 - B. Highest Average Pensionable Earnings based on the Member's Pensionable Earnings during the prior period of membership and after the Member's re-employment and the period of absence between the prior period of membership and the Member's re-employment will not be considered a break in the consecutive period of Pensionable Earnings;

- C. the provisions of the Plan in effect at the Member's subsequent Termination of Membership Date, and;
 - D. the benefit determined under subsections A, B, and C above will be actuarially adjusted to reflect any pension payments received as a Retired Member prior to the Member's re-employment.
- (iii) the pension benefit determined under Section 7.02(1)(b) based on the Member's Pensionable Service, Highest Average Pensionable Earnings and provisions of the Plan as determined in subsection (ii) above.

3.04 Re-employment Following Grievance

If a person who is neither a Former Member nor a Retired Member but who was previously a Member, has their employment as a Full-time Employee reinstated as a result of a grievance or other legal proceeding, the Member shall recommence contributions under Article 4 as of the effective date of the reinstatement and, following any determination of a past service pension adjustment under the Income Tax Act, shall make contributions on any retroactive salary or wages received as a result of the reinstatement of employment and the Member may either:

- (1) elect to repay any Commuted Value plus any Excess Contributions or contribution refund, with Credited Interest from the date of payment to the date of repayment in which case,
 - (a) the Member's Pensionable Service to which the repaid amounts are applicable will be reinstated;
 - (b) the benefit to which the Member will be entitled at the Member's subsequent Termination of Membership Date will be determined without regard to the interruption in the Member's employment;
- and

- (c) if the amount to be repaid under this Section 3.04 is in respect of pre-1992 Pensionable Service, the amount being repaid must be transferred directly from another registered pension plan on behalf of the Member or from a registered retirement savings arrangement of which the Member is the annuitant;

or,

- (2) elect not to repay the Commuted Value plus any Excess Contributions received in which case the Member will be considered a new Employee for all purposes of the Plan effective as of the date of the reinstatement of employment.

ARTICLE 4

CONTRIBUTIONS

4.01 Member Current Service Contributions

- (1) Every Member shall contribute to the Trust Fund in accordance with the rates detailed in Appendix C in respect of the applicable periods.
- (2) The contributions of a Member in a calendar year may not exceed the least of:
 - (a) the contribution in respect of the Member's Contributory Earnings for any year that would result in a pension accrual for the year for the Member equal to the defined benefit limit for the year, as defined in the Income Tax Act, if the following conditions were met:
 - (i) the Member's Highest Average Pensionable Earnings at the end of the year were equal to the Member's Contributory Earnings for the year;
 - (ii) the Average YMPE, at the end of the year, were equal to the YMPE for the year; and
 - (iii) the Member had attained age 65 at the end of the year;
 - (b) the maximum amount that may be permitted for registered pension plans under the provisions of the Act, the Income Tax Act or any other applicable legislation as may be in force from time to time.

4.02 Contributions During Periods of Paid Leave of Absence, Reduced Pay or Disability

- (1) *Periods of Paid Leave of Absence*

Each Member who is absent on an authorized leave of absence with full pay for any reason where the Member's Employer has authorized such leave shall continue to contribute to the Trust Fund in respect of such

absence in accordance with Section 4.01 as applicable, based on the Member's Contributory Earnings.

(2) ***Periods of Reduced Pay and Paid Sick Leave***

Each Member who is on a Period of Reduced Pay or a period of paid sick leave at less than full pay shall contribute to the Trust Fund in respect of the period in accordance with Section 4.01 as applicable, based on

- (a) actual Contributory Earnings received during the period, plus the difference between the actual Contributory Earnings received during the period and Deemed Contributory Earnings for the period, provided in the event the Member is on a Period of Reduced Pay the Member and the Employer have agreed to the inclusion of such difference,
- (b) In the absence of an agreement regarding Reduced Pay Periods as provided above, a Member may elect to include the difference between actual Contributory Earnings and Deemed Contributory Earnings by paying twice the amount of contributions determined in accordance with Section 4.01 in respect of such difference; and,
- (c) the YMPE as in effect for the period during which contributions are made.

(3) ***Periods of Disability or Partial WSIB Benefits***

- (a) Each member who is determined to be Disabled and is accruing Pensionable Service under Section 11.01(1) will cease contributions under Section 4.01 during the period of accrual under Section 11.01(1).
- (b) If a Member is receiving partial loss of earnings benefits under the *Workplace Safety and Insurance Act* and is receiving Contributory Earnings while in receipt of such benefits:

- (i) the Member will not be required to contribute under Section 4.01 during the first 12 consecutive months during which he or she is in receipt of such benefits in respect of the same work related injury or illness and during which he is accruing Pensionable Service under Section 11.01(2);
- (ii) the Member will be required to contribute under Section 4.01 following the expiry of the initial 12 month period in (i) above based on the Contributory Earnings actually being received by the Member.

(4) *Limit*

Contributions under this Section 4.02 shall be subject to the terms and restrictions in Section 4.04 and Section 5.04 and the Act, the Income Tax Act, and any other applicable legislation.

4.03 Contributions for Periods of Purchasable Service

A Member may elect, prior to attaining their Termination of Employment Date, to include in Pensionable Service any period of Purchasable Service by contributing to the Trust Fund as provided in this Section 4.03 and only the periods so purchased will be included in Pensionable Service. All contributions made pursuant to this Section 4.03 and the periods of Pensionable Service purchased by those contributions shall be subject to the terms and restrictions in Section 4.04 and Section 5.04 and the Act, the Income Tax Act, including but not limited to any past service adjustment certification procedures and any other applicable legislation.

For the purposes of Section 4.03, but excluding Section 4.03(5), Actuarial Value shall mean the higher of (i) Actuarial Value, and (ii) twice the Member's rate of contributions under Section 4.01 at the date the purchase request is received for the period of service being purchased based on the Member's rate of Contributory Earnings and the YMPE at the time the purchase request is received.

- (1) ***Periods of Service with an Employer Prior to Becoming a Member***
 - (a) Each Member may elect to contribute to the Trust Fund in respect of periods of employment with an Employer before the Member became a contributor under Section 4.01. The contribution required to purchase the prior period of employment is equal to 100% of the Actuarial Value of the service being purchased and shall be payable to the Trust Fund in a lump sum. If the Actuarial Value is not paid to the Trust Fund within three months of the date the Member is advised of the amount of the Actuarial Value, a new request to purchase will be required and the Actuarial Value will be re-determined as of the date the new request to purchase is received.

- (2) ***Periods of Parental, Pregnancy or Emergency Leave***
 - (a) Every Member who is absent on parental leave, pregnancy leave, or other leave resulting from the birth or adoption of a child, as defined in the Employment Standards Act (Ontario), or such other leaves where the Employment Standards Act (Ontario), as amended from time to time, requires that a Member be allowed to continue participation in the Plan for the duration of such leave from an Employer, shall, unless the Member specifically elects to have such leave excluded as Pensionable Service, contribute to the Trust Fund in respect of such absence. The Member's contributions will be determined in accordance with Section 4.01 as applicable during the leave and based on the Member's Deemed Contributory Earnings and the YMPE as in effect during the period of absence.
 - (b) If the Member elected to exclude this leave as Pensionable Service and subsequently elects, within six months after the end of the

leave that this leave be included as Pensionable Service, the Member's contribution will be an amount equal to the amount of contributions determined in accordance Section 4.03(2)(a) on Deemed Contributory Earnings and shall be payable to the Trust Fund in a lump sum within six months after the end of the leave.

- (c) A Member who did not make an election under (b) above or did make an election but did not make the required payment within six months after the end of the absence, may elect to have such leave included as Pensionable Service if the Member pays 100% of Actuarial Value of the service being purchased, which shall be payable to the Trust Fund in a lump sum within three months of the date the Member is advised of the amount of the Actuarial Value. If payment is not so made, a new request to purchase will be required in order to have such absence included as Pensionable Service and the Actuarial Value will be re-determined as of the date the new request to purchase is received.

(3) ***Periods of Leave of Absence Without Pay or Layoff***

- (a) If a Member is
 - (i) on a leave of absence without pay for any reason where the Member's Employer has authorized such leave, as provided in Section 2.39(1), or
 - (ii) is absent on a period of layoff as provided in Section 2.39(2) during which recall rights exist

the Member may elect to establish as Pensionable Service the period of such absence that constitutes Continuous Service by contributing to the Trust Fund in accordance with this Section.

- (iii) If the Member so elects prior to six months after the end of the absence, the Member's contribution will be an amount equal to

twice the amount of contributions determined in accordance with Section 4.01 for the period being purchased based on the Member's Deemed Contributory Earnings and the YMPE as in effect during the period of absence and the contribution shall be payable to the Trust Fund in a lump sum within six months after the end of the leave or layoff.

- (b) A Member who did not make an election under (b) above or did make an election but did not make the required payment within six months after the end of the absence, may elect to have such leave included as Pensionable Service if the Member pays the full Actuarial Value of the service being purchased, which shall be payable to the Trust Fund in a lump sum within three months of the date the Member is advised of the amount of the Actuarial Value. If payment is not so made, a new request to purchase will be required in order to have such absence included as Pensionable Service and the Actuarial Value will be re-determined as of the date the new request to purchase is received.

(4) ***Periods of Work Stoppage***

- (a) If a Member of a bargaining unit is absent from work due to work stoppage and provided the Member has not attained their Termination of Employment Date, the Member may elect following cessation of the work stoppage to establish as Pensionable Service the period of such absence that constitutes Continuous Service by contributing to the Trust Fund in accordance with this Section.
- (b) If the Member so elects prior to six months after the end of the work stoppage, the Member's contribution will be an amount equal to twice the amount of contributions determined in accordance with Section 4.01 as applicable during the absence and based on

the Member's Deemed Contributory Earnings and the YMPE as in effect for the period of absence and the contribution shall be payable to the Trust Fund in a lump sum within six months after the end of the work stoppage.

- (c) A Member who did not make an election under subsection (b) above or did make an election but did not make the required payment within six months after the end of the absence, may elect to have such leave included as Pensionable Service if the Member pays the full Actuarial Value of the service being purchased, which shall be payable to the Trust Fund in a lump sum within three months of the date the Member is advised of the amount of the Actuarial Value. If payment is not so made, a new request to purchase will be required in order to have such absence included as Pensionable Service and the Actuarial Value will be re-determined as of the date the new request to purchase is received.

(5) ***Prior Service With An Employer, Predecessor Employer or Non-Participating Employer***

A Member may elect to include in Pensionable Service prior periods of employment with (i) an Employer as provided in Section 2.39(5), (ii) a Predecessor Employer, or (iii) a Non-Participating Employer, if the Member pays the full Actuarial Value of the service being purchased, which shall be payable to the Trust Fund in a lump sum within three months of the date the Member is advised of the amount of the Actuarial Value. If payment is not so made, a new request to purchase will be required in order to have such prior periods of applicable employment with an Employer, Predecessor Employer, or Non-Participating Employer included as Pensionable Service and the Actuarial Value will be re-determined as of the date the new request to purchase is received. Provided however that if the period of Pensionable Service to be purchased occurred before 1992, then the payment must be transferred

directly from another registered pension plan on behalf of the Member and shall represent the Member's entitlement in that plan for the period that is being purchased.

4.04 Payment of Member Contributions

- (1) The contributions required to be made by a Member under Section 4.01 and 4.02 in any pay period shall be deducted from the Member's Contributory Earnings in the pay period. Any amounts payable under Section 4.03 shall be payable by the Member within the periods prescribed in that Section.
- (2) Notwithstanding any provisions of the Plan, in no event will a Member contribute for periods of absence without pay or the unpaid portion of Periods of Reduced Pay in excess of five years of full-time equivalent remuneration, plus three years of full-time equivalent remuneration for periods of parenting, throughout such Member's period of employment with any Employer after December 31, 1990, in accordance with the Act and the Income Tax Act. Contributions made during a calendar year for any prior period of service shall be subject to the Income Tax Act, including but not limited to the prescribed compensation rules and limits, and the past service pension adjustment procedures and rules.

4.05 Employer Contributions

In order to fund the benefits under the Plan, each Employer listed in Appendix A, subject to Section 4.07, shall contribute to the Trust Fund an amount equal to the contributions made by Members who are employed by that Employer that are required by the following Sections:

- (1) Section 4.01;
- (2) Section 4.02, but excluding Section 4.02(2)(c); and
- (3) Section 4.03(2)(a) or (b), whichever is applicable.

4.06 Remittance of Contributions

The contributions made by a Member under the Plan together with the amount required to be paid by the Employer in respect of such contributions shall be paid by the Employer to the agent designated by the Board of Trustees so that they shall be received by that agent on or before the fifth business day of the month next following the month in respect of which the contributions were made.

When an Employer fails to pay to the Board of Trustees the contributions within the time specified above, there shall be charged to the Employer and deposited to the Trust Fund one and one-half per cent of the amount of the unpaid contributions on the first day of each subsequent month, prorated for partial months, until the total amount due has been paid.

Notwithstanding other provisions of this Section 4.06, all Member contributions shall be remitted by the Employers to the Board of Trustees in accordance with the Act and the Income Tax Act.

4.07 Overpayments

Any overpayment of a contribution by an Employer or a Member in accordance with this Article 4 or any amount paid by an Employer that should have been paid from the Trust Fund shall, at the request of the Employer and with the consent of the Financial Services Commission of Ontario (or its successor entity) and any other appropriate government authorities, be refunded or paid to the Employer or the Member, as the case may be, provided that the request is made in accordance with the Act and any other applicable legislation.

4.08 Deficiencies or Surplus While Plan is Ongoing

Employer and Member current service contributions made in accordance with Section 4.01 and Section 4.05 shall be inclusive of contributions required to be made in respect of any going concern unfunded liability identified by the Actuary in a valuation filed pursuant to the Act. However, and notwithstanding any other

terms of the Plan, in the event a going concern unfunded liability is identified by the Actuary in a valuation filed pursuant to the Act and the contributions made in accordance with Section 4.01 and Section 4.05 are not sufficient to cover contributions required to be made in respect of such going concern unfunded liability, then in the absence of an amendment to Appendix C by the Sponsors' Committee, the contributions required to be made under Section 4.01 and Section 4.05 shall be increased accordingly, provided any such increase in contributions is borne equally by Members and Employers. Contributions shall not be required in respect of any solvency deficiency identified by the Actuary in a valuation filed pursuant to the Act. Any such contributions to the Plan shall not exceed the maximum contributions permitted, under the Act and the Income Tax Act. While the Plan remains ongoing any funding excess shall be applied in the manner determined by the Sponsors' Committee, subject to the provisions of Article 14.

ARTICLE 5

PENSIONABLE SERVICE

5.01 Pensionable Service

The Pensionable Service of a Member means any period of Continuous Service in respect of which contributions were made by or on behalf of the Member including:

- (1) any period of Continuous Service during which the Member made contributions to the Plan under Section 4.01 or 4.02;
- (2) any prior period of Purchasable Service with an Employer, Predecessor Employer or Non-Participating Employer in respect of which the Member made contributions to the Trust Fund under Article 4.
- (3) periods of Transferred In Service for which a Member made contributions or a transfer of funds was made on behalf of the Member and determined to constitute Pensionable Service under Article 13;
- (4) any period during which the Member is in receipt of a benefit under a long term disability plan of an Employer or disability benefits under the *Workplace Safety and Insurance Act*, determined pursuant to the provisions of Article 11 to constitute Pensionable Service.

For greater certainty, in respect of any Member who is working less than full-time, the applicable period of pensionable service will be pro-rated accordingly.

For greater certainty, in no event, shall any period in respect of which contributions were made by or on behalf of a Member under the Design Two Provisions be included in the Pensionable Service of that Member for the purposes of calculating the amount of their benefit under the Design One Provisions.

5.02 Computation of Pensionable Service

Pensionable Service will be computed in accordance with (1), (2), and (3) below, subject to the limitations in Section 5.03 and Section 5.04 below:

- (1) Pensionable Service will be computed in years and part years;
- (2) in no event will a Member accrue more than the equivalent of 1 year of Pensionable Service in any one calendar year;
- (3) Such other policies as may be adopted by the Board of Trustees from time to time. In no event shall Pensionable Service include any period prior to an earlier Termination of Membership Date or prior to employment with an Employer, on or after the Effective Date of the Plan, except as specifically provided in the Plan.

5.03 Pensionable Service for Periods of Concurrent Employment

(1) Full-time Employment with Two Employers

If a Member is a Full-time Employee with one Employer (the “Original Employer”) and is subsequently employed on a full-time basis by another Employer (the “Subsequent Employer”), no Contributions will be made and no Pensionable Earnings and Pensionable Service will be recognized in respect of employment with the Subsequent Employer as long as the Employee continues to be recognized as a Full-time Employee with the Original Employer.

(2) Full-time and Other Than Regular Full-time and Design Two Employment

If a Member is a Full-time Employee with one Employer (the “Full-time Employer”) and is concurrently employed by another Employer as an OTRFT Employee (an “OTRFT Employer”), or a Design Two Employee (a “Design Two Employer”), that Member shall only accrue benefits under the Design One Provisions and no Contributions will be made and no

Pensionable Earnings and Pensionable Service will be recognized in respect of employment with any OTRFT Employer or Design Two Employer as long as the Employee continues to be recognized as a Full-time Employee with the Full-time Employer.

(3) ***Maximum Pensionable Service***

In no event will an Employee with concurrent employment with more than one Employer in a calendar year accrue in aggregate more than the equivalent of 12 months of Pensionable Service in respect of that calendar year.

5.04 Limitations on Pensionable Service

- (1) Notwithstanding any other provisions of the Plan, in no event will a Member receive Pensionable Service during periods of absence without pay, other than a period in which the Member is Disabled, or the unpaid portion of Periods with Reduced Pay in excess of five years of full-time equivalent remuneration, plus three years of full-time equivalent remuneration for periods of parenting, throughout the Member's periods of employment with any Employer after December 31, 1990 in accordance with the Act and the Income Tax Act, including, but not limited to the rules and restrictions regarding prescribed compensation.
- (2) A person may not accrue Pensionable Service and concurrently receive a pension under the Plan payable from the Trust Fund in respect of their own Pensionable Service.

ARTICLE 6

NORMAL RETIREMENT

6.01 Normal Retirement Pension

Each Member who has attained their Termination of Employment Date and who has attained their Termination of Membership Date coincident with their Normal Retirement Date will be entitled to receive from the Trust Fund an annual pension benefit, as of their Normal Retirement Date, computed as in (1), (2) and (3) below and payable in accordance with the provisions of Article 9:

- (1) 1.3% of the Member's Highest Average Pensionable Earnings up to the Average YMPE, multiplied by the Member's years, including part years, of Pensionable Service excluding any full calendar year where a Member
 - (a) for periods of service prior to January 1, 2013, did not contribute to the Canada Pension Plan as provided under Section 4.01(2) or by reason of having attained age 65; or
 - (b) for periods of service prior to January 1, 2013, was a Member of the Plan at December 31, 2004 and at that date had attained 35 years of Pensionable Service; or
 - (c) is accruing Pensionable Service pursuant to Section 11.01 in respect of a period in which the Member was Disabled that commenced prior to July 1, 2016, plus
- (2) 2% of the Member's Highest Average Pensionable Earnings up to the Average YMPE multiplied by the Member's years, including part years, of Pensionable Service that were not included in (1) above; plus
- (3) 2% of the Member's Highest Average Pensionable Earnings in excess of the Average YMPE multiplied by the Member's years, including part years, of Pensionable Service.

6.02 Maximum Pension Benefit

Notwithstanding any other provisions of the Plan, the amount of lifetime pension benefits provided under the Design One Provisions, in respect of any Member at Termination of Membership Date or termination of the Plan, or otherwise, including any amounts payable to the Member's former Spouse upon marriage breakdown, as the case may be, when added to the amount of pension benefits provided to the Member in respect of a period of employment that constitutes Pensionable Service under this Plan by any other registered pension plan to which the Employer contributes or has contributed will, under no circumstances, exceed a pension benefit that at an annual rate is the lesser of:

- (1) the defined benefit limit for the year of commencement, as defined in the Income Tax Act, multiplied by the Member's years of pensionable service with the Employer;
- (2) 2% of the average of the Member's best three consecutive years of compensation as defined in the Income Tax Act, multiplied by the Member's years of pensionable service with the Employer;

or such other maximum limitation as may be prescribed by the Income Tax Act.

For the purposes of this Section 6.02, a Member shall not be credited with more than 35 years of pensionable service for service prior to January 1, 1992, and the terms "defined benefit limit" and "pensionable service" shall have the meanings ascribed to them under the Income Tax Act and "pensionable service" shall refer to Pensionable Service under this Plan.

Notwithstanding the foregoing, if a Member elects to contribute after June 7, 1990 to the Plan in respect of pre-1990 service, the amount of lifetime retirement benefits that can be provided for each such year, subject to the exemptions provided in the Income Tax Act, is limited to the greater of:

- (1) \$1,150.00; and

- (2) 2/3 of the defined benefit limit for the year in which the lifetime retirement benefits commence to be paid.

6.03 Pension Adjustment

Notwithstanding any provisions of the Plan, the annual benefit accrual rate under the Plan shall not exceed the maximum permissible pension adjustment rate as defined in the Income Tax Act and the benefit formula shall not exceed the maximum benefit formula for registered pension plans as permitted under and in accordance with the Income Tax Act.

6.04 Reduction of Benefits

Notwithstanding any other provisions of the Plan, benefits under the Plan may be reduced or contributions made in accordance with the Plan may be refunded, as appropriate, if such benefits or contributions exceed the maximum limits as prescribed under the Income Tax Act in order to avoid revocation of the Plan, subject to the Act and with the consent of the Financial Services Commission of Ontario (or its successor entity).

ARTICLE 7

EARLY RETIREMENT

7.01 Early Retirement Date

- (1) A Member who has attained their Termination of Employment Date prior to Normal Retirement Date and who coincident with or prior to their Termination of Membership Date has attained: age 50 and 20 years of Pensionable Service;
- (2) age 55;
- (3) age plus years of Pensionable Service total 85 years;

may elect an Early Retirement Pension as of the Member's Early Retirement Date, being the last day of the any month coincident with or following the attainment of the conditions set out in (1), (2) or (3) above, subject to the provisions of this Article 7. For the purposes of Article 7, age is calculated in years and part years on the last day of the month in which a determination is required.

7.02 Early Retirement Pension

(1) ***Determination of Early Retirement Pension***

Each Member who has elected an Early Retirement Date, subject to the provisions of this Article 7, will be entitled to receive from the Trust Fund an annual pension benefit and payable in accordance with the provisions of Article 9, computed as the sum of (a) and (b) below:

- (a) an annual lifetime pension computed pursuant to Section 6.01 based on the Member's Pensionable Service, Highest Average Pensionable Earnings and Average YMPE as of the Member's Termination of Employment Date; plus

- (b) subject to the provisions of Section 9.06(1)(b), an annual bridge pension benefit in an amount equal to 0.7% of the Member's Highest Average Pensionable Earnings up to the Average YMPE multiplied by the Member's years, including part years, of Pensionable Service as are included in the determination under Section 6.01(1),

and the sum of the amounts determined in (a) and (b) above will be reduced by three per cent for each full year and prorated for partial years that the Member's age at their Early Retirement Date precedes the Member's age, had the Member's Continuous Service continued uninterrupted, at the last day of the month in which the Member would attain the earliest of the conditions in (c), (d) and (e) below:

- (c) Normal Retirement Date;
- (d) attained age plus years of Pensionable Service totals 85 years; and
- (e) age 60 and 20 years of Pensionable Service.

(2) ***Pension Payments***

In the event that:

- (a) the application to commence an Early Retirement Pension is not received by the Plan Manager within one month following the later of the Member's Termination of Employment Date and the date on which any condition set out in (1), (2) or (3) of Section 7.01 is attained co-incident with or following a Member's Termination of Employment Date, then the Member's Early Retirement Date shall be the end of the month in which the application is received.
- (b) if the application is received more than 12 months after the Member's Termination of Membership Date, the person is entitled to a Deferred Pension determined pursuant to Article 10 and the provisions of Section 10.03 applicable to early commencement of Deferred Pension will apply.

7.03 Unreduced Early Retirement Pension

Every Member who, at the Member's Early Retirement Date has satisfied the conditions in either 7.02(1)(d) or (e), is entitled to an Early Retirement Pension determined in accordance with Section 7.02(1) without any reduction for commencement prior to Normal Retirement Date, provided the Member's application to commence their Early Retirement Pension is received within 12 months of the Member's Termination of Membership Date.

7.04 Maximum Pension Benefit

The Member's pension benefit payable on early retirement will be subject to the provisions of Section 6.02 and any applicable maximum permitted benefit provisions of the Income Tax Act, provided further that notwithstanding any other provision of the Plan, for pensionable service from January 1, 1992, the sum of the annual retirement benefit payable to a Member under the Design One Provisions and any other registered pension plan in which the Employer participates in respect of the Member (other than the Canada or Quebec Pension Plan) shall not, in the year of commencement, prior to age 65, exceed the sum of:

- (1) the defined benefit limit for the year of commencement multiplied by the Member's pensionable service with the Employer after December 31, 1991; plus
- (2) 25% of the average of the YMPE for the year of commencement and the two immediately preceding years multiplied by a fraction the numerator of which is the Member's Pensionable Service (not exceeding 35 years) accrued after December 31, 1991 and the denominator of which is 35

and the sum so determined will be reduced by three per cent for each full year and prorated for partial years that the Member's age at pension commencement date precedes the Member's age, had the Member's Continuous Service continued uninterrupted, at the last day of the month in which the Member would attain the earliest of the conditions specified in Section 8503(3)(c) of the Regulations of the Income Tax Act.

For the purposes of this Section 7.04, the terms "defined benefit limit" and "pensionable service" shall have the meanings ascribed to them under the Income Tax Act and "pensionable service" shall refer to Pensionable Service under this Plan.

ARTICLE 8

POSTPONED RETIREMENT

8.01 Postponed Retirement Date

If a Member has not attained their Termination of Employment Date coincident with or prior to their Normal Retirement Date, pension benefits under the Plan will not commence until the Member's Postponed Retirement Date which will be when the earlier of (1) and (2) below occurs

- (1) November 30th of the year in which the Member attains age 71, or such other age as is specified in the Income tax Act (Canada), and
- (2) the last day of the month in which the Member's Termination of Employment Date occurs,

and the Member will continue to make contributions under Section 4.01 until the month in which the Member's Postponed Retirement Date occurs.

8.02 Postponed Retirement Pension

Each Member who attains a Postponed Retirement Date under Section 8.01 will be entitled to receive from the Trust Fund an annual pension benefit, computed pursuant to Section 6.01 based on the Member's Pensionable Service, Highest Average Pensionable Earnings and Average YMPE as of the Member's Postponed Retirement Date, payable in accordance with the provisions of Article 9.

The Member's Postponed Retirement Pension under this Section 8.02 will be subject to the provisions of Section 6.02.

ARTICLE 9

PAYMENT OF PENSIONS

9.01 Normal Form of Pension Benefit

The normal form of pension payable under the Plan in respect of a Member, Former Member or Retired Member's entitlement under Articles 6, 7, 8 or 10 shall be a pension payable in equal monthly instalments for the person's lifetime and shall be payable in that form unless the alternate normal form under Section 9.02 applies or the person elects an optional form under Section 9.03.

9.02 Alternate Normal Form of Pension Benefit

(1) *Spouse at Pension Commencement*

If a Member, Former Member or Retired Member has a Spouse at the date the first pension payment is due pursuant to Article 6, 7, 8 or 10, in lieu of the normal form provided under Section 9.01, the pension shall be paid in an alternate normal form as a joint and survivor annuity.

The pension benefit so payable for their lifetime will be the benefit otherwise payable under Section 9.01 and on their death, 60% of the lifetime benefit he or she was receiving or ought to have been receiving on the date of death will be payable to their Spouse for the Spouse's lifetime.

(2) *Spouse at Date of Death*

- (a)** If the Member, Former Member or Retired Member did not have a Spouse at the date their first pension payment was due or if the Member, Former Member or Retired Member is predeceased by the Spouse as of the date the Member, Former Member or Retired Member's first pension payment was due or if such Spouse has ceased to have an entitlement pursuant to the Act and the Member, Former Member or Retired Member is survived by a subsequent

Spouse, then 60% of the benefit the Member, Former Member, or Retired Member was receiving on the date of death will be payable to the Member, Former Member or Retired Member's Spouse at the date of death for the Spouse's lifetime.

9.03 Optional Form of Pension Benefit

- (1) If a Member, Former Member or Retired Member has a Spouse at the date their first pension payment is due pursuant to Article 6, 7, 8 or 10, in lieu of the normal form provided under Section 9.02, the Member, Former Member or Retired Member may elect prior to the commencement of pension payments to receive pension benefits in the form of a joint and survivor annuity providing for a survivor pension to the Member, Former Member or Retired Member's Spouse of 75% of the lifetime benefit payable to the Member, Former Member or Retired Member and this optional joint and survivor annuity will be the Actuarial Equivalent of the joint and survivor annuity otherwise payable to the Member, Former Member or Retired Member and the Spouse under Section 9.02(1).
- (2) If the Spouse in respect of which the election under this Section 9.03 is made predeceases the Member, Former Member or Retired Member or otherwise ceases to have an entitlement pursuant to the Act and the Member, Former Member or Retired Member is survived by a subsequent Spouse, the benefit payable to that subsequent Spouse will be 60% of the lifetime benefit to which the Member would have been entitled at the date of the Member, Former Member or Retired Member's death if the election in subsection (1) above had not been made.

9.04 Surviving Child or Children

If a Retired Member in receipt of a pension dies and is not survived by a Spouse, or if a Spouse in receipt of a survivor pension under Section 9.02 or Section 9.03 dies, and the Retired Member or Spouse is survived by an eligible Child or Children, the survivor pension otherwise payable to a Spouse under Section 9.02

or Section 9.03, whichever is applicable at the date of death, will be divided among and paid to the eligible Child or Children until the Child attains the age of 18 years.

If two or more Children are entitled to a survivor benefit under this Section 9.04, the survivor benefit otherwise payable to a Spouse will be apportioned equally among the Children and it will be reapportioned on the death of a Child or as each of them attains the age of 18 years.

9.05 Minimum Guarantee

Where a Retired Member who is in receipt of a pension dies leaving no Spouse nor Children or where a pension has become payable to the Spouse or Children of a Retired Member and on the cessation of the entitlement of such Spouse or Children no further pension is payable in respect of the Retired Member, the amount, if any, by which the sum of 60 months of the Member's lifetime pension benefit as calculated at the time the Member commenced receiving the pension exceeds the total of the benefits paid to or in respect of the Retired Member, Spouse and Children shall be refunded to the Beneficiary of the last to die of the Retired Member and the Spouse.

9.06 Payment of Pensions

(1) ***Commencement and Duration of Pension Payments***

Unless otherwise provided in the Plan, a pension benefit provided by the Plan is payable in equal monthly instalments no later than the first banking day of each calendar month

- (a) commencing no later than the first banking day of the month following:
 - (i) in the case of a Retired Member who has elected in accordance with the Plan to receive a Normal Retirement Pension, Early Retirement Pension or Postponed Pension,

the Member's Normal, Early or Postponed Retirement Date, as applicable, or such other date as a Former Member may elect under Section 10.03; and

(ii) in the case of a Spouse or Child, the month immediately following the month in which the Retired Member's or Spouse's death, whichever is applicable, occurs; and

(b) ceasing with the last monthly instalment payable prior to

(i) in the case of a Retired Member or Spouse, the death of the Retired Member or Spouse, whichever is applicable; and

(ii) in the case of each Child, the date the Child attains the age of 18 years, or if earlier, the date the Child's death occurs;

provided that any benefit payable in respect of a Retired Member's entitlement under Section 7.02(1)(b) will cease with the last monthly instalment prior to the earlier of the Retired Member's death and the date the Retired Member attains age 65.

(2) ***Late Payment of Pension Benefits***

In the event that a person becomes entitled to receive a monthly pension from the Trust Fund and pension payments do not commence within two months of the date on which the person is entitled to commence receiving pension payments, such person shall only be entitled to Credited Interest on the late payment or such other amount as determined under the applicable policy and procedures as determined by the Plan Manager. No person shall be entitled to receive liquidated damages in respect of any pension payment which is overdue because of a delay which is directly or indirectly caused by the act, neglect, default or omission of that person.

(3) ***Cessation of Pension Following Re-employment***

If a Retired Member is re-employed after commencement of pension payments and following re-employment again becomes a Member and

resumes contributions pursuant to Section 3.03(2), the re-employed Retired Member's pension shall be suspended during the period of re-employment but not beyond the end of the year in which the Employee reaches age 71, or such other age as is specified in the Income Tax Act. A person shall not concurrently receive a pension payment from the Plan in respect of their own Pensionable Service and accrue pension benefits under the Plan.

9.07 Excess Contributions

Where a Member of the Plan, or in the case of the death of the Member, the Member's Spouse or Beneficiary, becomes entitled to a benefit as a result of attaining their Termination of Membership Date, and the Member has Excess Contributions, the Member, or in case of death, the Member's Spouse or Beneficiary, as applicable, shall receive a refund of the Excess Contributions, determined at the Member's Termination of Membership Date, with Credited Interest to the date of refund, and applicable recipient may elect that the refund be transferred to a Registered Retirement Savings Arrangement, subject to the Act and the Income Tax Act. However, in the event the Plan is not advised within two months of the Excess Contribution becoming payable as to how the entitlement is to be distributed, the amount may be paid to the applicable recipient less applicable withholding tax.

9.08 Shortened Life Expectancy

The Plan Manager, in their discretion, may permit the commutation and payment, on a non-locked in basis, of a benefit payable to a person entitled to a benefit under the Plan by reason of an illness or physical disability of the person that will shorten such person's life expectancy to twenty-four months or less, subject to the Act and the Income Tax Act. The following conditions shall apply in such circumstances:

- (1) In the case of a Member, the Member shall, in writing, resign membership in the Plan. The Member's benefit under the Plan shall be calculated as

- though the Member attained their Termination of Membership Date as of the effective date of the Member's resignation under the Plan.
- (2) The person's illness or physical disability shall be certified by a physician who is licensed to practice medicine in a jurisdiction in Canada.
 - (3) If the person has a Spouse on the date the benefit is to be commuted, the Spouse shall provide a written, signed waiver:
 - (a) consenting to the commutation of the person's benefit;
 - (b) agreeing that no further benefit shall be payable from the Plan; and
 - (c) certifying that the Spouse has received independent legal advice regarding the provisions of this Section 9.08.
 - (4) If the person whose benefit is commuted pursuant to this Section 9.08 recovers from such disability and once again becomes a Member of the Plan,
 - (a) the Member shall be treated for all purposes of the Plan as a new Member and no years of Pensionable Service shall be reinstated; and,
 - (b) notwithstanding any other provision of the Plan, the Member shall not be permitted to make contributions to the Plan for any prior years of Pensionable Service in respect of which their benefit was commuted pursuant to this Section 9.08.

9.09 Small Pensions

In the event that the annual pension payable under this Plan to a Former Member or Retired Member at their Normal Retirement Date is less than 4% of the YMPE at the Former Member's or Retired Member's Termination of Employment Date or if the Commuted Value of the pension is less than 20% of the YMPE at the Former Member's or Retired Member's Termination of Employment Date, or is

less than such other threshold as may be permitted in accordance with the Act or the Income Tax Act for the payment of lump sum amounts, the Member will receive a lump sum payment, unless otherwise determined by the Plan Manager, in the amount of the Commuted Value of the pension to which the Former Member or Retired Member is entitled. The Former Member or Retired Member may elect to transfer such amount to a Registered Retirement Savings Arrangement. In the absence of such an election, the amount may be paid less applicable withholding tax. A transfer or payment in accordance with this section shall fully discharge all liability with respect to the Former Member's or Retired Member's pension.

9.10 Small Spousal Pensions

In the event that the alternate normal pension payable under this Plan is less than 4% of the YMPE at the Member's date of death or if the Commuted Value of the benefit is less than 20% of the YMPE at the Member's date of death, or is less than such other threshold as may be permitted in accordance with the Act or the Income Tax Act from time to time for the payment of lump sum amounts, the Spouse will receive a lump sum payment, unless otherwise determined by the Plan Manager, and subject to the Act, in the amount of the Commuted Value of the pension to which the Spouse is entitled. The Spouse may elect to transfer such amount to a Registered Retirement Savings Arrangement. In the absence of such an election, the amount may be paid less applicable withholding tax. A transfer or payment in accordance with this section shall fully discharge all liability with respect to the alternate normal pension.

ARTICLE 10

BENEFITS ON TERMINATION OF EMPLOYMENT

10.01 Termination with Deferred Pension

If a Member attains their Termination of Membership Date and is not then entitled to make an election under Section 7.01 to commence an Early Retirement Pension and has not attained their Normal Retirement Date, the Member will be entitled to receive a Deferred Pension in the amount accrued to the Member under Section 6.01 using the Member's Pensionable Service, Highest Average Pensionable Earnings and Average YMPE at the Member's Termination of Employment Date and shall be payable at the Member's Normal Retirement Date in accordance with Article 9 or such other date as the Member may elect under Section 10.03.

10.02 Portability Options

- (1) Subject to the provisions of (2) below:
 - (a) a Member who has attained their Termination of Employment Date but has not attained their Termination of Membership Date, provided the Member is not then entitled to make an election under Section 7.01 to commence and Early Retirement Pension and has not attained their Normal Retirement Date, may elect, in lieu of any other benefit under the Plan, to have the Commuted Value of their entitlement under the Plan transferred, on a locked-in basis, to the pension fund related to another registered pension plan within the meaning of the Income Tax Act, in order to provide benefits in respect of the Member under a defined benefit provision or a money purchase provision of that other plan, provided the administrator of the other pension plan agrees to accept the payment, or

- (b) a Former Member, provided the Former Member is not then entitled to make an election under Section 7.01 to commence an Early Retirement Pension and has not attained their Normal Retirement Date, may elect, in lieu of any other benefit under the Plan, to have the Commuted Value of their Deferred Pension transferred, on a locked-in basis, to a Registered Retirement Savings Arrangement as prescribed in the regulations to the Act in the name of the Former Member or transferred, on a locked-in basis, to the pension fund related to another registered pension plan within the meaning of the Income Tax Act, in order to provide benefits in respect of the Member under a defined benefit provision or a money purchase provision of that other plan, provided the administrator of the other pension plan agrees to accept the payment, provided that, if a Former Member does not elect the option of a Commuted Value transfer under this Section 10.02 within six months of their Termination of Membership Date, the Former Member shall no longer be able to exercise any portability under this section 10.02(1)(b).

Notwithstanding the foregoing, a Member, who has attained their Termination of Employment Date but has not attained their Termination of Membership Date, or a Former Member, provided the Member or Former Member has not attained their Normal Retirement Date, may elect a Commuted Value transfer to the pension fund related to another registered pension plan within the meaning of the Income Tax Act, in order to provide benefits in respect of the Former Member, provided the other pension plan is not an Individual Pension Plan within the meaning of the Income Tax Act, and provided the administrator of the other pension plan agrees to accept the payment.

- (2) Any transfer pursuant to Section (1) above:
 - (a) shall be subject to such conditions and restrictions as may be prescribed by the Act and shall be subject to the provisions of the

Income Tax Act governing transfers to a defined benefit provision, a money purchase provision, or a Registered Retirement Savings Arrangement; and

- (b) shall be made as soon as practicable after the Plan Manager receives the Member's transfer option election.

10.03 Early Commencement of Deferred Pension

On or after the attainment of age 55, or attainment of age 50 if the Member had completed 20 years of Pensionable Service at the Former Member's Termination of Employment Date, a Former Member may elect to have payment of the Deferred Pension commence prior to the Former Member's Normal Retirement Date on the first day of any month subsequent to the Former Member's election being received by the Plan Manager.

The Former Member's pension benefit will be determined and payable as follows:

- (1) The Former Member's Deferred Pension in respect of their entitlement under Section 6.01 will be reduced by five per cent for each full year and prorated for partial years that the Former Member's age at the date pension benefits commence is less than 65 years and will be payable in the normal form under Section 9.01 or 9.02, whichever is applicable, or the optional form as may be elected under Section 9.03 and for the periods provided in Section 9.06.
- (2) The Former Member's Deferred Pension in respect of their entitlement under Section 7.02(1)(b) will be reduced by five per cent for each full year and prorated for partial years that the Former Member's age at the date pension benefits commence is less than 65 years and will be payable for the periods provided in Section 9.06.

ARTICLE 11

DISABILITY

11.01 Accrual of Benefits and Disability Date

- (1) If a Member is determined to be Disabled and has not elected to receive any benefits under Article 10, the Member will cease to make contributions under Section 4.01 and will accrue Pensionable Service from the date as of which the Member first becomes entitled to such benefits (the Member's "Disability Date") to the earliest of:
 - (a) the Member's Normal Retirement date;
 - (b) an Early Retirement Date if so elected by the Member provided the Member has met the criteria set out in Section 7.01 and such Member will be deemed to have attained their Termination of Membership Date as of such election;
 - (c) the date the Member ceases to be Disabled; and
 - (d) the date of the Member's death.

For purposes of this Section 11.01(1) a Member will cease to be Disabled at the earlier of the date it is determined that the Member no longer satisfies the definition of Disabled. The Member will continue to be considered to be an Employee during the period of accrual of Pensionable Service under this Section 11.01(1). If a Member ceases to be Disabled and does not recommence active employment with an Employer within two months of ceasing to be Disabled, the Member will be deemed to have attained their Termination of Employment Date for purposes of the Plan as of the date the Member ceases to be Disabled.

- (2) If a Member is receiving partial loss of earnings benefits under the *Workplace Safety and Insurance Act* and the provisions of Section 11.01(1) do not apply, the Member will cease to make contributions under Section 4.01 and will accrue Pensionable Service from the date as of which the Member first becomes entitled to such partial loss of earnings benefits to the earliest of
- (a) 12 months from the date as of which such partial loss of earnings benefits first commenced, and
 - (b) the date such partial loss of earnings benefits cease.

ARTICLE 12

BENEFITS ON DEATH PRIOR TO PENSION COMMENCEMENT

12.01 Death Prior to Pension Commencement

(1) *Spousal Pension*

If a Member, Retired Member or Former Member dies before payment of the first instalment of their pension is due and is survived by a Spouse, the Spouse will be entitled to

- (a) an immediate pension, or a deferred pension payable at the Spouse's age 65, which is the Actuarial Equivalent of the benefit accrued to the Member, Retired Member or Former Member to the date of their death, or
- (b) a lump sum payment, transferred to a Registered Retirement Savings Arrangement, or paid less applicable withholding tax, which is the Commuted Value of the benefit accrued to the Member, Retired Member or Former Member's date of death,

as elected by the Spouse on forms prescribed for the purpose by the Plan Manager and filed within the time prescribed by the Act and the Income Tax Act.

Unless the Spouse elects a deferred pension or the lump sum under (b) above within the time prescribed by the Act, the Spouse will receive the immediate pension payable under subsection (a) commencing on the first day of the month following the death of the Member, Retired or Former Member and will be payable to the Spouse until the Spouse dies. Upon the death of the Spouse, the amount, if any, by which the sum of 60 payments payable to the Spouse in the amounts first payable to the Spouse

exceeds the total payments received by the Spouse will be paid to the Spouse's Beneficiary.

If the Spouse elects a deferred pension under subsection (a) and dies before commencement of pension payments, the Commuted Value of the Spouse's pension will be payable to the Spouse's Beneficiary.

(2) ***Children's Death Benefit***

If a Member, Retired Member or Former Member dies before payment of the first instalment of their pension is due and is not survived by a Spouse but is survived by an eligible Child or Children, a pension equal to 50% of the pension accrued to the Member, Former Member or Retired Member to the date of death shall be paid to the eligible Child or Children until the Child attains the age of 18 years. If two or more Children are entitled to the pension under this Section 12.01, the pension will be apportioned equally among the Children and it will be reapportioned on the death of a Child or as each of them attains the age of 18 years.

(3) ***Beneficiary's Death Benefit***

If a Member, Retired Member or Former Member dies before payment of the first instalment of their pension is due and is not survived by a Spouse entitled to a benefit under Section 12.01(1), there shall be payable to the Member's Beneficiary a lump sum payment which is the Commuted Value of the benefit accrued to the death of the Member, Former Member or Retired Member less the Commuted Value of any benefits payable pursuant to Section 12.01(2).

12.02 Transfer of Entitlements

A Spouse who elects a lump sum cash settlement under the Plan as a result of a Member, Retired Member or Former Member who dies before payment of the first instalment of their pension is due may direct that such amount be transferred

to the pension fund of another pension plan in respect of the Spouse, provided the administrator of the other pension plan agrees to accept the payment, or to a Registered Retirement Savings Arrangement as prescribed in the regulations to the Act in the name of the Spouse, subject to the Act and the Income Tax Act.

12.03 Limitation on Benefits

No death benefit payable pursuant to this Article 12 shall exceed the maximum pre-retirement death benefits under the Income Tax Act.

ARTICLE 13

RECIPROCAL AGREEMENTS

13.01 Reciprocal Agreement

The Board of Trustees may, within their absolute discretion, enter into a Reciprocal Agreement with the person authorized for that purpose under a registered pension plan established by or for any Non-Participating Employer for the transfer of pension credits from that other pension plan by a Member who has ceased membership in that other pension plan to the Trust Fund to purchase Transferred In Service on a reciprocal or other basis, subject to the following provisions:

- (1) the Reciprocal Agreement shall contain such provisions as may be prescribed by the Board of Trustees, including the basis of determination of the Transferred In Service to be purchased by the transfer of pension credits and the time limits within which the transfer of pension credits must occur;
- (2) the Pensionable Service under this Plan of a Member for whom an amount of money is transferred to the Trust Fund under the Reciprocal Agreement shall include the period of former employment which under the terms of the Reciprocal Agreement will constitute Transferred in Service for purposes of the determination of the Member's benefits under this Plan.

13.02 Conditions of Transfer and Purchase

The transfer of pension credits under Section 13.01 shall be subject to the following provisions:

- (1) the Transferred In Service included in the Member's Pensionable Service will in no event exceed the total period of service with the Non-Participating Employer;

- (2) if the amount transferred to the Trust Fund from the Non-Participating Employer's pension plan is insufficient to purchase as Transferred In Service the total period of service with the Non-Participating Employer, the Member may, subject to Income Tax Act regulations, purchase the balance of the period of service eligible to be Transferred In Service by paying to the Trust Fund the Actuarial Value of the balance of the period.

ARTICLE 14
INDEXATION

14.01 Inflation Protection Factor

(1) ***Definition of Inflation Protection Factor***

Subject to Section 14.01(2) below, inflation protection factor means 75% of the increase (or decrease, as applicable) in the average Consumer Price Index for Canada, as reported by Statistics Canada, for the 12 month period ending September 30 immediately prior to the effective date of the application of the inflation protection factor, as compared to the average Consumer Price Index for the 12 month period ending September 30 in the prior calendar year. If the above calculation in respect of the 12 month period results in an inflation protection factor in excess of 8%, the inflation protection factor in respect of that period shall be deemed to be 8%. If the above calculation in respect of the 12 month period results in an inflation protection factor which is less than 0%, the inflation protection factor in respect of that period shall be deemed to be 0%.

(2) ***Application of the Inflation Protection Factor***

If the calculation under Section 14.01(1) in respect of the 12 month period results in a positive inflation protection factor in excess of the 8% maximum, the amount in excess of the 8% maximum shall be carried forward and applied to increase the inflation protection factor in the following 12 month period. If the calculation under Section 14.01(1) in respect of the 12 month period results in a negative inflation protection factor, such amount shall be carried forward and applied to decrease the inflation protection factor in the following 12 month period.

14.02 Increases in Pensions in respect of service between 1991 and 2008

Pensions payable to Retired Members and to the surviving Spouse of a deceased Member, Former Member or Retired Member and the annual amount of Deferred Pension payable to a Former Member and the deferred pension payable to a surviving Spouse under Section 12.01, will be increased on an annual basis each January 1 in accordance with Section 14.04 in respect of service attributable to each calendar year after December 31, 1991 and before January 1, 2008.

14.03 Increases in Pensions in respect of service after December 2007

Pensions payable to Retired Members and to the surviving Spouse of a deceased Member, Former Member or Retired Member and the annual amount of Deferred Pension payable to a Former Member and the deferred pension payable to a surviving Spouse under Section 12.01, shall be increased on an annual basis pursuant to Section 14.04 in respect of service attributable to each calendar year after December 31, 2007 but only if the most recent actuarial valuation of the Plan for funding purposes discloses prior unutilized funding excesses or cumulative gains, and in the following order of priority:

- (1) increases in respect of the immediately preceding calendar year,
followed by,
- (2) increases in respect of previous years where the maximum increase permitted by section 14.04 had not previously been effected in respect of such years, in chronological order commencing with the first calendar year following 2007 in respect of which the maximum increase permitted by Section 14.04 has not previously been effected.

14.04 Application of Increases

Any increases pursuant to Sections 14.02 and 14.03 will be made each January 1 in accordance with the following provisions:

- (1) where a monthly pension is payable to a person on December 31 of the prior year in respect of a pension that was being paid on January 1 of the

- prior year, the monthly amount of pension payable to the person on January 1 of the current year shall be increased by the inflation protection factor;
- (2) where a person who would have been entitled to the increase provided for in subsection (1) above dies before the January 1 in which the increase is payable, the monthly amount of pension payable in respect of that deceased person to another person or persons, shall be increased by the inflation protection factor for the current year;
 - (3) where a person started receiving a pension during the period from January 1 of the prior year to December 31 of the prior year, the monthly pension payable to the person on January 1 of the current year shall be increased by the inflation protection factor prorated for that portion of the prior year from the commencement of the pension to December 31. This subsection is not applicable to those persons described in subsection (1) and (2).
 - (4) Where a person who would have been entitled to the increase provided for in subsection (3) dies before the January 1 on which the inflation protection factor is payable, the monthly pension payable in respect of that deceased person to another person or persons shall be increased on January 1 in such year in the manner provided for in subsection (3), using the pension commencement date of the first such deceased person entitled to a pension.
 - (5) The annual amount of Deferred Pension payable to a Former Member and the deferred survivor pension payable to a surviving Spouse under Section 12.01 on December 31 of the prior year shall be increased by the inflation protection factor on January 1 of the current year if the Former Member or Spouse became entitled to receive the Deferred Pension or deferred survivor pension on or before January 1 of the prior year;
 - (6) if the Former Member or Spouse became entitled to receive the Deferred Pension or deferred survivor pension during the period from January 1 of

the prior year to December 31 of the prior year, the Deferred Pension or the deferred survivor pension shall be increased in the current year by the inflation protection factor prorated for that portion of the prior year from the Termination of Membership Date, or date of death of the Member or Former Member, whichever is applicable, to December 31. When payment of the Deferred Pension or deferred survivor pension commences, the amount of the pension in payment shall be increased on the following January 1 by the inflation protection factor.

14.05 Cap Benefit Increases

- (1) The aggregate benefit increases effected pursuant to Sections 14.03 in respect of the period covered by an actuarial valuation of the Plan for funding purposes shall not exceed the difference between: (a) the prior unutilized funding excesses plus cumulative gains that are disclosed in such actuarial valuation of the Plan and, (b) the amounts required to liquidate the going concern unfunded liability of the Plan, if any, disclosed in such valuation.
- (2) For greater certainty, in no circumstances shall the aggregate benefit increases effected pursuant to Section 14.03 in respect of a particular year exceed the inflation protection factor in respect of those benefits for that year.
- (3) For greater certainty, the cumulative increase provided under Section 14.02 or 14.03 to any person shall not at any time exceed the cumulative increase in the Consumer Protection Index from the year the first increase was so provided to the year of the most recent increase so provided under Section 14.02 or 14.03.

ARTICLE 15

TRUST FUND

15.01 Operation of the Trust Fund

The Board of Trustees shall administer the Plan and the Trust Fund. The Board of Trustees will maintain the Trust Fund during the term of this Plan for the purposes of accepting contributions and providing the benefits in accordance with this Plan. The Trust Fund shall be administered by the Board of Trustees in accordance with the terms of the Sponsorship and Trust Agreement, the Plan, and in compliance with the provisions of the Act, the Income Tax Act, and any other applicable legislation governing the investment of pension funds.

15.02 Provision of Benefits

All benefits under the Plan will normally be paid out of the Trust Fund. However, the Board of Trustees may at any time in its sole discretion purchase out of the Trust Fund from a life insurance company licensed to do business in Canada, benefits of equal amount and payable under the same conditions as the pension to which any retiring Member or other person is entitled under the Plan, so long as such action will not result in the Plan ceasing to be approved or registered for the purpose of the Income Tax Act or any other applicable legislation including the Act. In the event of such a purchase, the Member's or other person's rights under the Plan in respect of said pension benefits shall be deemed to be discharged in full.

15.03 Expenses

All normal and reasonable costs, charges, fees and expenses incurred in the operation of the Trust Fund and the Plan, including the reasonable fees and expenses of the Board of Trustees, Sponsors' Committee, and each of their respective members shall be paid from the Trust Fund in accordance with the terms of the Sponsorship and Trust Agreement and applicable legislation.

In addition, the Board of Trustees may, by resolution, pay, or cause to be paid, from the assets of the Plan such amounts as are necessary to reasonably compensate any person or persons for expenses incurred by such person or persons in the establishment of the Plan governance structure contemplated by the Sponsorship and Trust Agreement including, but not limited to, the establishment of the Board of Trustees, the establishment of the Sponsors' Committee, the establishment of the Trust Fund or the amendment or restatement of the Plan.

15.04 Investments

Subject to the provisions of the Act, the Income Tax Act, and any other appropriate legislation, the Board of Trustees shall direct the investment of the Pension Fund in the manner provided in the Sponsorship and Trust Agreement.

ARTICLE 16

ADMINISTRATION OF THE PLAN

16.01 Administration

The Board of Trustees shall be the administrator of the Plan for purposes of the Act and the Income Tax Act and shall be responsible for the overall operation and administration of the Plan in accordance with its power, duties and responsibilities as provided in the terms of the Sponsorship and Trust Agreement, including the appointment of the Plan Manager. Subject to the limitations of the Plan, the Board of Trustees from time to time shall establish rules for the administration of the Plan and the transaction of business and may delegate certain of its functions to the Plan Manager. The determination of the Board of Trustees, or any applicable committee thereof, as to any disputed question shall be conclusive.

16.02 Indemnity

The employees of the Board of Trustees responsible for the day-to-day administration of the Plan shall use ordinary care and diligence in the performance of their duties, but no such employee shall be personally liable by virtue of contract, agreement, bond or other instrument made or executed by such person or on behalf of such person as an employee of the Board of Trustees nor for any loss unless resulting from such person's own gross negligence or wilful misconduct.

16.03 Information

Each eligible Employee, former Employee, Member, Former Member, Retired Member or any other individual entitled to receive or in receipt of a benefit under the Plan shall provide such information as the Board of Trustees may require in order to establish any eligibility for, or to commence or continue to receive, a pension or other benefit from this Plan.

The Board of Trustees shall provide each eligible Employee, former Employee, Member, Former Member, Retired Member or any other individual entitled to receive or in receipt of a benefit under the Plan with such documents as are required to be disclosed under the Act.

ARTICLE 17

GENERAL PROVISIONS

17.01 Employment Rights

The establishment and implementation of this Plan shall not constitute an enlargement of any rights which a Member has apart from this Plan.

17.02 Board of Trustees Records

Wherever the records of the Board of Trustees are used for the purposes of this Plan, such records shall be conclusive of the facts with which they are concerned.

17.03 Reduction of Benefits

Notwithstanding any other provisions of the Plan, benefits under the Plan may be reduced or contributions made in accordance with the Plan may be refunded as appropriate if such benefits or contributions exceed the maximum limits as prescribed under the Income Tax Act in order to avoid revocation of the Plan, subject to the Act.

17.04 Incapacity to Receive Payments

If, in the opinion of the Board of Trustees, any person receiving a benefit under the terms of this Plan is incapable, either because they are a minor child or as a result of physical or mental infirmity, of managing their own affairs or are incapable of providing a valid receipt for such benefit, the Board of Trustees may authorize any payment to which such person is entitled to be made to a curator or administrator appointed by the Court, or in the absence thereof, payment shall be made to such person's Spouse, child or other person on behalf of such person and such payment shall be a complete discharge of the obligations of the Plan to make payment.

17.05 Non-Assignability and Non-Commutability of Benefits

Other than as required by law or as permitted under the Act benefits under the Plan shall not be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, surrender or charge or to attachment or legal process for debts of the person receiving such benefits, or given as security, nor shall such benefits confer upon any Member, or any other person, any right or interest in the benefit which is capable of surrender or commutation except as specifically provided for in this Plan. Any attempt or agreement to alienate, sell, transfer, assign, pledge, encumber, surrender, give as security or charge any such benefit shall not be recognized and shall be treated as void by the Board of Trustees.

17.06 Determination of Age and Marital Status

Payment of benefits under the Plan shall not be made until the person entitled to payment of the benefits delivers to the Board of Trustees such evidence as the Board of Trustees may require of

- (1) satisfactory proof of age of the person and any other person who may become entitled to payment of the benefit and any other information required to calculate and pay the benefit; and
- (2) if the benefit is payable to a Spouse or Child, satisfactory proof of marital status or the relationship between the Member, Former Member or Retired Member and the Spouse or Child claiming entitlement to a benefit from the Plan.

17.07 Notice

Any notice or election to be given, made or communicated pursuant to or for any purpose of the Plan shall be given, made or communicated, as the case may be, in such manner as the Board of Trustees or Plan Manager shall determine. It shall be the duty of each Member, Former Member, Retired Member and Spouse or Beneficiary, as the case may be, to keep the Plan Manager or Board of Trustees informed of the correct mailing address and of any other information required by

the Board of Trustees or Plan Manager in the administration of the Plan. Any notices required or permitted to be given hereunder shall be deemed given if directed to the addressee at such address and mailed by regular mail.

17.08 Construction

The Plan, and all rights thereunder, shall be governed, construed and administered in accordance with the laws applicable in the Province of Ontario

ARTICLE 18

FUTURE OF THE PLAN

18.01 Continuation and Amendment of the Plan

The Sponsors' Committee expects and intends to maintain this Plan in force indefinitely but necessarily reserves the right to amend or discontinue the Plan, either in whole or in part, at any time or times, subject always to the requirements of the Income Tax Act and the provisions of the Act.

18.02 No Reduction in Benefits

For so long as the Plan remains ongoing, no amendment to the Plan shall operate to reduce the benefits as outlined in the Plan which have accrued to Members or other persons entitled to benefits under the Plan prior to the date of such amendment, except as otherwise required or permitted by the Sponsorship and Trust Agreement, or applicable laws.

18.03 Termination of the Plan

- (1) In the event of the termination of the Plan, the Employer shall not be obligated to make any further contributions to the Plan with respect to either past or future service for the Employees after the date of such termination of the Plan, except as may be specifically required by the Act or other applicable legislation to ensure that payments due to the Trust Fund as at the time of termination, but not yet paid by that time, will be made.
- (2) Should the Plan be wholly discontinued or terminated, all required contributions on deposit in the Trust Fund shall be used to provide benefits as outlined in the Plan for Members, Former Members, Retired Members, their respective estates, Spouses, Beneficiaries, or others, in accordance with their respective shares of the Trust Fund through the purchase of annuity contracts from an insurance company licensed to do business in

Canada, or by the transfer of the benefits to which the respective Members, Former Members, Retired Members, and other persons are entitled to the pension plans of subsequent employers or to approved retirement savings plans or by the continuation of the Trust Fund for the provision of deferred pensions as determined by the Board of Trustees or by the payment of cash refunds, or in such other manner as required by law or approved by the government authorities, subject to the requirements of the Income Tax Act and the Act.

18.04 Cessation of an Employer

In the event that any Employer shall cease to participate in the Plan, including as a result of having been wound up or becoming bankrupt, contribution amounts collected on behalf of members or owing from the Employer and required to be remitted to the Plan under Section 4.05 shall be remitted to the Plan promptly.

APPENDIX A
PARTICIPATING EMPLOYERS

The following constitute Employers, pursuant to Section 2.20 of the Plan, as of May 1, 2018.

College Employers

1. Algonquin College of Applied Arts and Technology
2. Cambrian College of Applied Arts and Technology
3. Canadore College of Applied Arts and Technology
4. Centennial College of Applied Arts and Technology
5. Collège Boréal d'arts appliqués et de technologie
6. Collège d'arts appliqués et de technologie La Cité collégiale
7. Conestoga College Institute of Technology and Advanced Learning
8. Confederation College of Applied Arts and Technology
9. Durham College of Applied Arts and Technology
10. Fanshawe College of Applied Arts and Technology
11. George Brown College of Applied Arts and Technology
12. Georgian College of Applied Arts and Technology
13. Humber College Institute of Technology and Advanced Learning
14. Lambton College of Applied Arts and Technology
15. Loyalist College of Applied Arts and Technology
16. Mohawk College of Applied Arts and Technology
17. Niagara College of Applied Arts and Technology
18. Northern College of Applied Arts and Technology
19. St. Clair College of Applied Arts and Technology
20. St. Lawrence College of Applied Arts and Technology
21. Sault College of Applied Arts and Technology
22. Seneca College of Applied Arts and Technology
23. Sheridan College Institute of Technology and Advanced Learning
24. Sir Sandford Fleming College of Applied Arts and Technology

Non-College Employers

1. Ontario Colleges Library Service
2. Ontario College Application Service
3. College Employer Council
4. Northern Centre for Advanced Technology (closed group of eight)
5. OntarioLearn Online Collaborative
6. OPSEU Local 415
7. OPSEU Local 562
8. Colleges Ontario
9. Mohawk Students' Association
10. OPSEU Local 110
11. Ignite Student Union (formerly Humber Students' Federation)
12. Fanshawe Student Union
13. The Royal Ontario Museum
14. The Royal Ontario Museum Foundation
15. The Board of Trustees
16. Sheridan Student Union
17. Youth Services Bureau of Ottawa
18. Canadian Collegiate Athletic Association
19. Lambton College Student Administrative Council

APPENDIX A.1

PARTICIPATING EMPLOYERS AND MEMBER CONTRIBUTIONS OF DESIGN TWO EMPLOYEES

A. PARTICIPATING EMPLOYERS UNDER APPENDIX A.1

The following constitute Employers, pursuant to Section 2.20 of the Plan: ~~as of June 1, 2018.~~

- ~~Torstar Corporation – effective October 1, 2018 and subject to the terms of Appendix H~~
- ~~Toronto Star Newspapers Limited – effective October 1, 2018 and subject to the terms of Appendix H~~
- ~~Metroland Media Group Ltd – effective October 1, 2018 and subject to the terms of Appendix H~~

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B. MEMBER CONTRIBUTIONS OF DESIGN TWO EMPLOYEES

- (1) Effective June 1, 2018, every Member who is a Design Two Employee shall contribute to the Trust Fund in each calendar year 9% of the Member's Annual Earnings unless otherwise specified in this Appendix, provided that the Member contribution amount may not exceed 9% of the Member's Annual Earnings.

APPENDIX B

TRANSFER OF NURSES TO CAAT PENSION PLAN

Notwithstanding any other provisions of the Plan, effective September 1, 1990, hereinafter referred to as the “transfer date”, a group of nurses as named by the then Ontario Council of Regents transferred from the Public Service Pension Plan (PSPP) to and became Members of the Plan (the “transferred nurses”). The following provisions shall apply to the transferred nurses:

- (1) Benefits accrued by the transferred nurses under the PSPP shall not be transferred to the Plan.
- (2) Benefits for each member of the transferred nurses group shall be calculated in accordance with the Plan as of the date of retirement, termination of membership or death, as the case may be. For purposes of determining the entitlement to and calculation of benefits for the transferred nurses under the Plan, continuous service and pensionable service recognized under the PSPP shall constitute Continuous Service and Pensionable Service under this Plan, subject to the Act and the Income Tax Act.
- (3) The benefit calculated for each member of the transferred nurses group in accordance with Section (2) above shall be reduced as provided in the Plan by any benefit accrued to the transfer date payable from the PSPP.

APPENDIX C

MEMBER CONTRIBUTIONS

- (1) Effective January 1, 2004 and prior to January 1, 2008 every Member shall contribute to the Trust Fund in each calendar year
 - (a) 9.1% of the Member's Contributory Earnings below the Year's Basic Exemption for that calendar year, as that term is defined in the Canada Pension Plan, plus
 - (b) 7.3% of the Member's Contributory Earnings above the Year's Basic Exemption up to the YMPE, plus
 - (c) 9.1% of the Member's Contributory Earnings in excess of the YMPE

- (2) Effective January 1, 2008 and prior to January 1, 2009 every Member shall contribute to the Trust Fund in each calendar year
 - (a) 10.1% of the Member's Contributory Earnings below the Year's Basic Exemption for that calendar year, as that term is defined in the Canada Pension Plan, plus
 - (b) 8.3% of the Member's Contributory Earnings above the Year's Basic Exemption up to the YMPE, plus
 - (c) 10.1% of the Member's Contributory Earnings in excess of the YMPE

- (3) Effective January 1, 2009 and prior to January 1, 2010 every Member shall contribute to the Trust Fund in each calendar year
 - (a) 11.1% of the Member's Contributory Earnings below the Year's Basic Exemption for that calendar year, as that term is defined in the Canada Pension Plan, plus
 - (b) 9.3% of the Member's Contributory Earnings above the Year's Basic Exemption up to the YMPE, plus

- (c) 11.1% of the Member's Contributory Earnings in excess of the YMPE
- (4) Effective January 1, 2010 and prior to January 1, 2012 every Member shall contribute to the Trust Fund in each calendar year
 - (a) 12.1% of the Member's Contributory Earnings below the Year's Basic Exemption for that calendar year, as that term is defined in the Canada Pension Plan, plus
 - (b) 10.3% of the Member's Contributory Earnings above the Year's Basic Exemption up to the YMPE, plus
 - (c) 12.1% of the Member's Contributory Earnings in excess of the YMPE
- (5) Effective January 1, 2012 and prior to January 1, 2013 every Member shall contribute to the Trust Fund in each calendar year
 - (a) 11.1% of the Member's Contributory Earnings below the YMPE, plus
 - (b) 12.9% of the Member's Contributory Earnings in excess of the YMPE
- (6) Effective January 1, 2013 and prior to January 1, 2014 every Member shall contribute to the Trust Fund in each calendar year
 - (a) 10.8% of the Member's Contributory Earnings below the YMPE, plus
 - (b) 14.4% of the Member's Contributory Earnings in excess of the YMPE
- (7) Effective January 1, 2014 and prior to January 1, 2019, every Member who is employed by an Employer listed in Appendix A shall contribute to the Trust Fund in each calendar year
 - (a) 11.2% of Member's Contributory Earnings below the YMPE, plus

- (b) 14.8% of the Member's Contributory Earnings in excess of the YMPE.
- (8) Effective January 1, 2019, every Member who is a Full-time Employee shall contribute to the Trust Fund in each calendar year
 - (a) 11.2% of the Member's Contributory Earnings below the YMPE, plus
 - (b) 14.8% of the Member's Contributory Earnings in excess of the YMPE.
- (9) Effective January 1, 2019, every Member who is an Other Than Regular Full-time Employee shall contribute to the Trust Fund in each calendar year 9% of the Member's Annual Earnings.

The following provisions applied for Member current service contributions under Section 4.01 of the Plan as in effect prior to January 1, 2004.

(1) **Contributions Prior to July 1, 1992**

Prior to July 1, 1992, every Member of the Plan shall contribute to the Trust Fund from the Member's Earnings for the calendar year:

- (a) 6% of the part thereof which is below the year's basic exemption as prescribed by the Canada Pension Plan; plus
- (b) 4.2% of the part thereof which is between the year's basic exemption and the YMPE; plus
- (c) 6% of the part thereof which is in excess of the YMPE;

provided that every Member who does not contribute to the Canada Pension Plan, and every Member who continues to contribute to the Trust Fund after attaining 35 years of Pensionable Service, shall contribute to the Trust Fund 6% of Earnings.

(2) **Contributions After July 1, 1992 and Prior to January 1, 2004**

Effective July 1, 1992 and prior to January 1, 2004, every Member of the Plan shall contribute to the Trust Fund from the Member's Earnings for the calendar year:

- (a) 7.6% of the part thereof which is below the year's basic exemption as prescribed by the Canada Pension Plan; plus
- (b) 5.8% of the part thereof which is between the year's basic exemption and the YMPE as prescribed by the Canada Pension Plan; plus
- (c) 7.6% of the part thereof which is in excess of the YMPE;

provided that every Member who does not contribute to the Canada Pension Plan, and every Member who continues to contribute to the Trust Fund after attaining 35 years of Pensionable Service, shall contribute 7.6% of Earnings.

APPENDIX D

CONTRIBUTORY EARNINGS

1. For all Members of the Plan, Contributory Earnings, in accordance with Section 2.11, received by a Member from an Employer, shall also include the elements listed below:
 - (1) Shift premiums
 - (2) Negotiated lump sum settlement arising out of collective bargaining or such equivalent process
 - (3) Recognition allowance or similar lump sum payment to Employees at the top of their salary range or grid
 - (4) Pay equity settlements
 - (5) Lump sum re-earnable merit pay
 - (6) If so elected by the Member, vacation payouts received in respect of the vacation entitlement year applicable to the Member in which the Member's Termination of Employment Date occurs, whether paid in a lump sum or as regular pay
2. Contributory Earnings shall include any retroactive pay, provided such retroactive pay would otherwise have met the definition of Contributory Earnings if it had been paid at the time for which such retroactive pay relates.
3. For members of the Plan who are employed by a College Employer, as listed in Appendix A of the Plan Text, Contributory Earnings shall include, in addition to the items mentioned above, the following elements:
 - (1) Co-ordinator allowance

- (2) Lead hand premium
 - (3) Senior college master allowance.
4. For members of the Plan who are employed by a College Employer, as listed in Appendix A of the Plan Text, Contributory Earnings shall include, in addition to the items in 1.01 and 1.02, the following elements, if so elected by full-time employees who were members enrolled prior to January 1, 1989:
- (1) College benefit plan premiums which are taxable income to the member
 - (2) Bonus for teaching the 11th month
 - (3) Pay for teaching days in excess of the maximum number of contact days.
5. Contributory Earnings excludes any payments or elements of remuneration not listed Sections 1, 2, 3 and 4 above unless approved by the Board of Trustees.

APPENDIX E

ROYAL ONTARIO MUSEUM AND FOUNDATION

Effective January 1, 2016, The Royal Ontario Museum (**ROM**) and The Royal Ontario Museum Foundation (**ROM Foundation**) became non-college participating employers in the Plan under Appendix A of the Plan following an agreement whereby the assets and liabilities of The Royal Ontario Museum Pension Plan (Registration No. 0469866) (the **ROM Plan**) in which both the ROM and the ROM Foundation participated, were to be transferred to the Plan effective January 1, 2016 (the **Effective Date**). This Appendix E and the schedules hereto shall apply with effect on and after the Effective Date in respect of the participation by the ROM and the ROM Foundation in the Plan and the transfer of assets and liabilities from the ROM Plan to the Plan.

1. The following words and phrases shall, for the purposes of this Appendix E and the schedules hereto, have the following meanings respectively, unless a different meaning is plainly required by the context:
 - a. **Accrued ROM Plan Benefits** means the pension benefits accrued by each Active ROM Plan Member under the terms of the ROM Plan immediately prior to the Effective Date; (for ease of reference such accrued benefits have been listed in the attached Schedule E1).
 - b. **Active ROM Plan Member** means any individual that was an employee of the ROM or ROM Foundation who participated in the ROM Plan immediately prior to the Effective Date and who was not an Inactive ROM Plan Member.
 - c. **Deferred ROM Plan Member** means any person, including spouse or beneficiary, entitled to a deferred pension or any lump sum from the ROM Plan immediately prior to the Effective Date.
 - d. **Deferred Pension Entitlement** means the deferred pension entitlement or lump sum payable to each Deferred ROM Plan Member immediately prior to the Effective Date in accordance with the terms of the ROM Plan; (for ease of reference such amounts are listed in the attached Schedule E2).
 - e. **Effective Date** has the meaning set forth in the introductory paragraph of this Appendix E.

- f. **Inactive ROM Plan Member** means any individual who is either a Retired ROM Plan Member or a Deferred ROM Plan Member.
- g. **Retired ROM Plan Member** means any person, including a spouse, in receipt of a pension from the ROM Plan immediately prior to the Effective Date.
- h. **Retired Pension Entitlement** means the monthly pension entitlement payable to each Retired ROM Plan Member in accordance with the terms of the ROM Plan immediately prior the Effective Date and in accordance with the form of pension so elected in respect of the Retired ROM Plan Member (e.g., joint and survivor, 60%, life only, etc.); (for ease of reference such amounts and form of pension are listed in the attached Schedule E3).
- i. **ROM** has the meaning set forth in the introductory paragraph of this Appendix E.
- j. **ROM Foundation** has the meaning set forth in the introductory paragraph of this Appendix E.
- k. **ROM Member** means at any given time any employee of the ROM or the ROM Foundation who is an active member of the Plan.
- l. **ROM Plan** has the meaning set forth in the introductory paragraph of this Appendix E and any incorporation by reference into this Appendix E of the terms of the ROM Plan shall be limited to the terms of the ROM Plan (and any amendments thereto) as filed by the Plan pursuant to the Act as a document supporting the Plan.
- m. **ROM Non-Plan Member Employee** means (i) any employee of the ROM or ROM Foundation as of the Effective Date, other than an Active ROM Plan Member or (ii) any individual who commences employment with the ROM or ROM Foundation after the Effective Date. However, ROM Non-Plan Member Employee excludes anyone in respect of whom the ROM or ROM Foundation is required to contribute to the Ontario Teachers' Pension Plan.
- n. **Transfer Date** means the date on which the transfer of assets from the ROM Plan to the Plan is completed following the approval of the Ontario Superintendent of Financial Services, being December 19, 2016.

Any capitalized terms used in this Appendix E and the schedules hereto that are not defined herein, shall have the meaning ascribed to them in Article 2 of the Plan.

ROM Members

2. On and after the Effective Date, each Active ROM Plan Member shall:
 - a. commence participation in and accrue benefits under the Plan for service on and after the Effective Date in accordance with the terms of the Plan; and
 - b. have any service credited to the Active ROM Plan Member under the ROM Plan recognized under the Plan for the purpose of determining eligibility or entitlement to benefits, but not for the accrual of benefits under the Plan on and after the Effective Date.
3. On and after the Effective Date, each ROM Non-Plan Member Employee shall be eligible to participate in and accrue benefits under the Plan in accordance with the terms of the Plan.
4. On and after the Effective Date, ROM Members shall be required to contribute to the Plan in accordance with the terms of the Plan and the ROM, and the ROM Foundation, as applicable, shall match such contributions in accordance with the terms of the Plan.
5. Notwithstanding Section 4 of this Appendix E or any other provision of the Plan and in consideration for the transfer of assets to the Plan from the ROM Plan, for the period commencing with the Effective Date and ending December 31, 2018 the contribution rates applicable to:
 - a. ROM Members shall be as set out in the chart below,

Effective	ROM Member Contribution Rates	
	Contributory Earnings below YMPE	Contributory Earnings above YMPE
January 1, 2016	7.3%	10.5%

January 1, 2017	8.6%	12.2%
January 1, 2018	9.9%	13.5%

and

- b. the ROM and the ROM Foundation shall be in accordance with Section 4.07 of the Plan as if ROM Members were contributing to the Plan in accordance with the rates set out in Article 4 of the Plan, as may be amended from time to time.

Accrued ROM Plan Benefits

- 6. As of the Effective Date, the pension benefit entitlement in respect of each Active ROM Plan Member under the ROM Plan as of immediately prior the Effective Date shall be assumed by, and shall be payable from, the Plan in accordance with the terms of the Plan, including as to form of pension and pension payable on a Termination of Membership Date, Normal Retirement Date, Postponed Retirement Date or Early Retirement Date, except as provided for under this Appendix E.
- 7. On and after the Effective Date, the pension benefit entitlement in respect each Active ROM Plan Member shall be:
 - a. The pension benefit accrued to the Active ROM Plan Member under the Plan on and after the Effective Date pursuant to Section 2 of this Appendix E or otherwise credited to person under the terms of the Plan, plus
 - b. The higher of:
 - i. The Active ROM Plan Member's Accrued ROM Plan Benefits; and
 - ii. A pension benefit determined under Section 8 of this Appendix E for service credited under the ROM Plan as of December 31, 2015.
- 8. For the purpose of Section 7.b.ii of this Appendix E, the pension benefit for service credited under the ROM Plan as of immediately prior to the Effective Date shall be determined as follows:

- a. For ROM Plan credited service prior to 1990
 - i. 1.0% of the Active ROM Plan Member's Highest Average Pensionable Earnings up to the Average YMPE, multiplied by the years, including part year, of service credited to the Active ROM Plan Member under the ROM Plan immediately prior to the Effective Date for service to December 31, 1989; plus
 - ii. 2.0% of the Member's Highest Average Pensionable Earnings in excess of the Average YMPE, multiplied by the years, including part year, of service credited to the Active ROM Plan Member under the ROM Plan immediately prior to the Effective Date for service to December 31, 1989;

Plus,

- b. For ROM Plan credited service after 1989
 - i. 1.3% of the Active ROM Plan Member's Highest Average Pensionable Earnings up to the Average YMPE, multiplied by the years, including part year, of service credited to the Active ROM Plan Member under the ROM Plan immediately prior to the Effective Date for service on and after January 1, 1990 and prior to December 31, 2015; plus,
 - ii. 2.0% of the Active ROM Plan Member's Highest Average Pensionable Earnings in excess of the Average YMPE, multiplied by the years, including part year, of service credited to the Active ROM Plan Member under the ROM Plan immediately prior to the Effective Date for service on and after January 1, 1990 and prior to December 31, 2015;

Where the Highest Average Pensionable Earnings calculation includes, as applicable, pensionable earnings under the ROM Plan prior to January 1, 2016, and in no event shall it be less than the earnings used to determine the Active ROM Plan Member's Accrued ROM Plan Benefits.

- 9. On the commencement of a pension as of an Early Retirement Date immediately following a Termination of Membership Date, the benefit determined under:
 - a. Section 7.a. of this Appendix E shall be reduced in accordance with the terms of the Plan; and

b. Section 7.b. of this Appendix E shall be reduced as follows:

- i. accrued pension benefits earned prior to January 1, 2010 under the ROM Plan shall be reduced by 2% per year for each of the first 5 years that the Early Retirement Date precedes the Normal Retirement Date (or the retirement date in Schedule E1 if earlier) and 5% per year for each of the remaining years the Early Retirement Date precedes the Normal Retirement Date (or the retirement date in Schedule E1 if earlier); and
- ii. accrued pension benefits earned after December 31, 2009 under the ROM Plan shall be reduced by 5% per year for each year early retirement date precedes the Normal Retirement Date (or the retirement date in Schedule E1 if earlier).

10. On the death of any Active ROM Plan Member on or after the Effective Date and prior to commencing a pension under the Plan, the death benefits so payable in respect of such person shall:

- a. be in accordance with the terms of the Plan in respect of the benefit determined under Section 7.a. of this Appendix E; and
- b. be in accordance with the terms of the ROM Plan immediately prior to the Effective Date in respect of the benefit determined under Section 7.b. of this Appendix E.

11. The pension benefit entitlement determined:

- a. in accordance with Section 7 of this Appendix E shall, following the commencement of such pension following a Normal Retirement Date, Early Retirement Date or Postponed Retirement Date, as applicable, be subject only to increase pursuant to Section 14.03 of the Plan but without regard to when such benefit entitlement was accrued;
- b. in accordance with Section 7.a. of this Appendix E shall, following a Termination of Membership Date and prior to the commencement of such pension following a Normal Retirement Date or Early Retirement Date, as applicable, be subject only to increase pursuant to Section 14.03 of the Plan but without regard to when such benefit entitlement was accrued; and
- c. in accordance with Section 7.b. of this Appendix E shall following a Termination of Membership Date and prior to the commencement of such

pension following a Normal Retirement Date or Early Retirement Date, as applicable, not be subject to increase pursuant to Article 14 of the Plan.

Inactive ROM Plan Members

12. As of the Effective Date, the Retired Pension Entitlement of each Retired ROM Plan Member shall be assumed by, and shall be payable from, the Plan in accordance with this Appendix E, and for the avoidance of doubt the provisions of the ROM Plan in effect as of immediately prior to the Effective Date shall apply to the payment of such pensions, except as provided for under this Appendix E.
13. As of the Effective Date, the Deferred Pension Entitlement of each Deferred ROM Plan Member shall be assumed by, and shall be payable from, the Plan in accordance with this Appendix E, and for the avoidance of doubt the provisions of the ROM Plan in effect as of immediately prior to the Effective Date shall apply to determine normal retirement date, earliest unreduced retirement date and early retirement date, pre-retirement death benefits, post-retirement death benefits, and reduction factors and form of pension, except as provided for under this Appendix E.
14. The pension payable under Sections 12 and 13 of this Appendix E, once in payment, shall be subject to increase pursuant to Section 14.06 of the Plan regardless of when such benefit entitlement was accrued.
15. Notwithstanding Section 14 of this Appendix E, in no event shall the cumulative amount of indexing, if any, provided pursuant to Section 14 of this Appendix E to Retired ROM Plan Members, commencing with the January 1, 2017 indexation (being in respect of calendar year 2016) be less than the cumulative amount of indexing, if any, that would be provided for under the provisions of the ROM Plan in effect immediately prior to the Effective Date and commencing on and after January 1, 2017 in respect of calendar year 2016.
16. Notwithstanding Section 14 of this Appendix E, in no event shall the cumulative amount of indexing, if any, provided pursuant to Section 14 of this Appendix E to any Deferred ROM Plan Members, commencing on the January 1 of the year following the commencement of pension by the Deferred ROM Plan Member (being in respect of the calendar year in which the pension commenced) be less than the cumulative amount of indexing, if any, that would be provided for under the provisions of the ROM Plan in effect immediately prior to the Effective Date and commencing on and after January 1 of the year following the commencement of pension by a Deferred ROM Plan member in respect of the prior calendar year.

Transition

17. Notwithstanding the above, the Plan shall have no liability in respect of the payment of any benefit:
- a. in respect of any Active ROM Plan Member:
 - i. to the extent to which payment of such benefit has been made from the ROM Plan prior the Transfer Date; or
 - ii. under sections 6 or 7.b. of this Schedule E in respect of whom the ROM Plan has ceased to have any liability prior to the Transfer Date;
 - b. in respect of any Retired ROM Plan Member:
 - i. to the extent to which payment has been made from the ROM Plan prior to the Transfer Date in respect of such Retired ROM Plan Member; or
 - ii. in respect of whom the ROM Plan has ceased to have any liability prior to the Transfer Date; or
 - c. in respect of any Deferred ROM Plan Member:
 - i. to the extent to which payment has been made from the ROM Plan prior to the Transfer Date in respect of such Deferred ROM Plan Member; or
 - ii. in respect of whom the ROM Plan has ceased to have any liability prior to the Transfer Date.

APPENDIX F

YOUTH SERVICES BUREAU OF OTTAWA

Effective January 1, 2018, Youth Services Bureau of Ottawa (“YSB”) became a non-college participating employer in the Plan under an agreement whereby the assets and liabilities of the Retirement Plan for Employees of Youth Services Bureau of Ottawa (Registration No. 0362558) (the “YSB Plan”) are to be transferred to the Plan effective January 1, 2018. Pending approval of the transfer of such assets and liabilities, the following provisions shall apply in respect of the participation by YSB in the Plan:

1. The following words and phrases shall, for the purposes of this Appendix F, have the following meanings respectively, unless a different meaning is plainly required by the context:
 - a. **Active YSB Plan Member** means any individual that is an employee of YSB who participated in the YSB Plan immediately prior to the Effective Date and who is not an Inactive YSB Plan Member.
 - b. **Inactive YSB Plan Member** means any individual who is either a Retired YSB Plan Member or a Deferred YSB Plan Member.
 - c. **Deferred YSB Plan Member** means any person entitled to a deferred pension or any lump sum from the YSB Plan as at the Effective Date.
 - d. **Effective Date** means January 1, 2018.
 - e. **Retired YSB Plan Member** means any person in receipt of a pension from the YSB Plan as at the Effective Date.
 - f. **YSB Member** means at any given time any employee of YSB who is an active member of the Plan.
 - g. **YSB Non-Plan Member Employee** means (i) any employee of YSB as of the Effective Date, other than an Active YSB Plan Member or (ii) any individual who commences employment with YSB after the Effective Date.
2. On and after the Effective Date, each Active YSB Plan Member shall:

- a. commence participation in and accrue benefits under the Plan for service on and after the Effective Date in accordance with the terms of the Plan; and
 - b. have any service credited to the Active YSB Plan Member under the YSB Plan recognized under the Plan for the purpose of determining eligibility or entitlement to benefits, but not for the accrual of benefits under the Plan on and after the Effective Date.
3. On and after the Effective Date, each YSB Non-Plan Member Employee shall be eligible to participate in and accrue benefits under the Plan in accordance with the terms of the Plan.
4. On and after the Effective Date, YSB Members shall be required to contribute to the Plan in accordance with the terms of the Plan and YSB shall match such contributions in accordance with the terms of the Plan.
5. Notwithstanding Section 4 of this Appendix F or any other provision of the Plan and in consideration for the transfer of assets to the Plan from the YSB Plan, for the period commencing with the Effective Date and ending December 31, 2021 the contribution rates applicable to Contributory Earnings of YSB Members who were Active YSB Plan Members that were active members of the YSB Plan on March 31, 2017 shall:
 - a. during the 12 months commencing on the Effective Date, be equal to the contribution rates applicable during such time period as provided for in Article 4 of the Plan less 420 basis points on Contributory Earnings up to the YMPE and less 580 basis points on Contributory Earnings above the YMPE;
 - b. during the 12 months commencing on January 1, 2019, be equal to the contribution rates applicable during such time period as provided for in Article 4 of the Plan less 340 basis points on Contributory Earnings up to the YMPE and less 460 basis points on Contributory Earnings above the YMPE;
 - c. during the 12 months commencing on January 1, 2020, be equal to the contribution rates applicable during such time period as provided for in Article 4 of the Plan less 160 basis points on Contributory Earnings up to the YMPE and less 240 basis points on Contributory Earnings above the YMPE; and

- d. during the 12 months commencing on January 1, 2021, be equal to the contribution rates applicable during such time period as provided for in Article 4 of the Plan less 80 basis points on Contributory Earnings up to the YMPE and less 120 basis points on Contributory Earnings above the YMPE.

And YSB shall make contributions in respect of such YSB Members as identified in this Section 5 of Appendix F in accordance with Article 4 of the Plan as if such YSB Members identified in this Section 5 of Appendix F were contributing to the Plan in accordance with the rates provided for in Article 4 of the Plan.

APPENDIX G – DESIGN TWO PROVISIONS

Article 1. APPLICATION

Section 1.01 Application of Appendix G

This Appendix G is added to the Plan effective June 1, 2018.

This Appendix G applies to Design Two Employees who become Members on or after June 1, 2018. Effective June 1, 2018, the benefits, rights and obligations of Design Two Employees shall be in accordance with the Design Two Provisions.

Effective January 1, 2019, this Appendix G applies to Other Than Regular Full-time Employees who were Members on December 31, 2018. In addition, this Appendix G applies to Other Than Regular Full-time Employees who become Members on or after January 1, 2019.

Effective January 1, 2019, the benefits, rights and obligations of Other Than Regular Full-time Employees shall be in accordance with the Design Two Provisions.

Section 1.02 Application of the Design One Provisions

In addition to the provisions of this Appendix G, the following provisions of the Design One Provisions shall also apply to a Member who accrues benefits under this Appendix G:

- (a) Article 1;
- (b) Article 12; and
- (c) Articles 15, 16, 17, and 18, provided, however, that the reference to Section 4.05 in Article 18 of the Design One Provisions shall be read as a reference to Section 4.05 of this Appendix G.

Article 2. DEFINITIONS

Section 2.01 In this Appendix G, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- (a) “AIW Benefit” shall mean the greater of 0 and the Member’s AIW Benefit determined in accordance with Schedule 1 to this Appendix G.
- (b) “Annual Earnings” shall mean all wages, salary and other amounts received by a Member from an Employer in respect of their employment with that Employer on and after June 1, 2018 as a Design Two Employee or on or after January 1, 2019 as an Other Than Regular Full-time Employee, but excluding:
 - (1) any employee benefits, perquisites or allowances whether or not such benefits, perquisites or allowances are taxable under the Income Tax Act; and
 - (2) such amounts as are determined by the Board of Trustees or such amounts as are specified in an Appendix.
- (c) “Base Benefit” shall mean, in relation to a Member, the product of 8.5% multiplied by the sum of the Member contributions and Employer contributions actually remitted to the Plan under the Design Two Provisions on behalf of that Member on and after June 1, 2018, including Member contributions in accordance with Section 4.03 for periods of Purchasable Service, subject to any adjustment determined by the Board of Trustees at the time of purchase, provided, however, that Member contributions in respect of Section 4.03 shall not be included in determining a Member’s Base Benefit until such contributions are actually paid to the Trust Fund in accordance with Section 4.03.
- (d) “Continuous Service” shall mean Continuous Service as defined in the Design One Provisions, provided that the references to Section 10.02 therein shall be replaced with references to Section 10.02 of this Appendix G.

- (e) “Deemed Annual Earnings” shall mean the amount of Annual Earnings a Member would have received during a leave, work stoppage or other absence from work, as applicable, which amount shall be based on the Member’s rate of Annual Earnings in the period immediately preceding such leave, work stoppage or other absence, adjusted from time to time, if applicable to the Member, by any increases in those elements of Annual Earnings as a result of:
- (1) negotiated increases under a collective bargaining agreement;
 - (2) increases resulting from normal progression through the earnings classification; or,
 - (3) increases obtained through the grievance arbitration procedure under a collective bargaining agreement or through a similar mechanism.
- (f) “Deferred Pension” shall mean the pension benefit determined pursuant to Article 10 and as may be adjusted pursuant to Article 11.
- (g) “Early Retirement Date” has the meaning set forth in Section 7.01.
- (h) “Early Retirement Pension” shall mean the pension benefit determined pursuant to Section 7.02.
- (i) “Excess Contributions” shall mean the excess of (1) over (2) as follows:
- (1) the Member’s contributions made in accordance with Article 4 plus Credited Interest to the date a determination is required;
 - (2) 50% of the Commuted Value of the Member’s pension benefit in respect of all Pensionable Service, calculated as of the same date as in subsection (1);

provided that the Member contributions in (1) above and the Member’s pension benefit in (2) above will not apply to benefits resulting from the election by a Member and to the Member’s contributions in accordance with Section 4.03 for

periods of Purchasable Service in respect of which the Employer makes no contributions pursuant to Section 4.05 in respect of the Member.

- (j) “Former Member” shall mean:
 - (1) a person who has attained their Termination of Membership Date and who is entitled to a benefit under the Plan, excluding Retired Members; or
 - (2) except for the purposes of Article 11, a person who is a Former Member as defined under the Design One Provisions.
- (k) “Normal Retirement Pension” shall mean the pension benefit provided in Section 6.01 as of a Normal Retirement Date.
- (l) “Pensionable Service” shall be determined in accordance with the provisions of Article 5.
- (m) “Postponed Retirement Date” has the meaning set forth in Section 8.01.
- (n) “Postponed Retirement Pension” has the meaning set forth in Section 8.02.
- (o) “Retired Member” shall mean:
 - (1) a person who has either attained their Termination of Employment Date or Termination of Membership Date and who
 - (a) is receiving or has elected in accordance with the Plan to receive a Normal Retirement Pension; a Postponed Retirement Pension; an Early Retirement Pension; or a pension determined in accordance with Section 10.03; or
 - (b) has attained their Normal Retirement Date; or
 - (2) except for the purposes of Article 11, a person who is a Retired Member as defined under the Design One Provisions.

- (p) “Termination of Membership Date” shall be as defined in the Design One Provisions, provided that the reference to Section 10.02 therein shall be replaced with a reference to Section 10.02 of this Appendix G and the reference to Section 9.08 therein shall be replaced with a reference to Section 9.08 of the Design One Provisions as modified in accordance with this Appendix G.

In addition to the terms defined in this Appendix G, any terms which are defined in Article 2 of the Design One Provisions and which are used in capitalized form in this Appendix G shall have the same meaning as set out in Article 2 of the Design One Provisions. However, if such a definition in Article 2 of the Design One Provisions uses a term defined in this Appendix G and uses that term in the capitalized form, in such definition such term shall have the meaning as set out in this Appendix G. Unless otherwise indicated, a reference in this Appendix G to a provision, Section, or Article is a reference to a provision, Section, or Article of Appendix G, provided, however, that a reference in this Appendix G to Article 9 or a Section of Article 9 is a reference to Article 9 or a Section of Article 9 of the Design One Provisions, as applicable, subject to any modifications thereof in accordance with the Design Two Provisions.

Article 3. ELIGIBILITY AND MEMBERSHIP IN THE PLAN

Section 3.01 **Continuation of Membership**

Each Other Than Regular Full-time Employee who was a Member of the Plan on December 31, 2018 shall remain a Member of the Plan until their Termination of Membership Date and, subject to Section 3.04, shall be entitled to accrue benefits under the Plan after December 31, 2018 only under this Appendix G.

Section 3.02 **Eligibility for Membership**

(1) Other Than Regular Full-time Employees

Each Other Than Regular Full-time Employee other than one referenced in Section 3.01 may elect to become a Member of the

Plan at any time on or after the Employee's date of hire, provided the Employee's election date is prior to the end of the year in which the Employee reaches age 71, or such other age as is specified in the Income Tax Act (Canada).

(2) ***Design Two Employees***

Unless otherwise specified in an Appendix, each Design Two Employee shall become a Member of the Plan upon the Employee's date of hire, provided the Employee's date of hire is prior to the end of the year in which the Employee reaches age 71, or such other age as is specified in the Income Tax Act (Canada).

(3) ***Excluded Employees***

An Other Than Regular Full-time Employee or Design Two Employee who is participating and accruing benefits under any pension plan as designated by the Sponsors' Committee is not eligible to become a Member of the Plan.

Section 3.03 **Continuation of Membership**

A person who becomes a Member of the Plan shall remain a Member until their Termination of Membership Date.

Section 3.04 **Full-time Employees**

If a Member is an Other Than Regular Full-time Employee with one Employer (the "OTRFT Employer") or a Design Two Employee with one Employer (the "Design Two Employer") and is concurrently employed by another Employer as a Full-time Employee (the "Full-Time Employer"), no contributions will be made in respect of employment with any OTRFT Employer or Design Two Employer as long as the Employee continues to be recognized as a Full-time Employee with the Full-Time Employer.

Section 3.05 **Membership and Benefit Determination Following Re-employment**

(1) ***Membership on Re-employment Prior to Pension Commencement***

(a) **Prior Member With No Benefit Entitlement**

A person who is neither a Former Member nor a Retired Member, but who was previously a Member of the Plan, and who is hired as an Other Than Regular Full-time Employee or as a Design Two Employee will be considered a new Employee for all purposes of the Plan and the provisions of Section 3.02 shall apply.

(b) **Former Member**

If a Former Member is hired as an Other Than Regular Full-time Employee or as a Design Two Employee, the Former Member shall become a Member immediately upon hire and any Deferred Pension in respect of such Member's prior period of membership under the Design Two Provisions will not be affected by such Member's subsequent membership. Except as provided herein, any pension benefit to which the Member may be entitled under the Design One Provisions at the Member's subsequent Termination of Membership Date will not be affected by such Member's subsequent membership.

(2) ***Membership on Re-employment After Pension Commencement***

If a Retired Member is hired as an Other Than Regular Full-time Employee or a Design Two Employee, the Retired Member may elect either

- A. to continue to receive pension payments and not become a Member of the Plan, or
- B. to become a Member of the Plan, in which case pension payments will cease immediately and the Retired Member will become a Member and

recommence contributions under Section 4.01 immediately on rehire and any pension in respect of such Member's prior period of membership under the Design Two Provisions will not be affected by his subsequent period of membership and except as provided herein, any pension benefit to which the Member may be entitled under the Design One Provisions at the Member's subsequent Termination of Membership Date will not be affected by such Member's subsequent membership.

If the Retired Member is hired by an Employer after the end of the year in which the Retired Member reaches age 71, or such other age as is specified in the Income Tax Act (Canada), the Retired Member will continue to receive pension payments and shall not become a Member of the Plan.

(3) ***Determination of Pension Benefits for Re-employed Members***

(a) **Re-employed Former Members**

If a Former Member is hired as an Other Than Regular Full-time Employee or a Design Two Employee, the benefit to which the Member will be entitled under the Design Two Provisions at the Member's subsequent Termination of Membership Date will be the sum of:

- (i) the Deferred Pension to which the Member is entitled in respect of each prior period of membership under the Design Two Provisions, and
- (ii) the pension benefit determined under the Design Two Provisions based on the contributions made under Article 4 for the Member's most recent period of membership under the Design Two Provisions.

(b) **Re-Employed Retired Members**

If a Retired Member is hired as an Other Than Regular Full-time Employee or a Design Two Employee and elects under Section 3.05(2) to become a Member of the Plan, the benefit to which the Member will be entitled under the Design Two Provisions at the Member's subsequent Termination of Membership Date will be the sum of:

- (i) the pension in pay at the time the Member was re-employed and rejoined the Plan, plus any inflation protection that would have been received during the period of re-employment, adjusted to what the Retired Member would have been receiving under the normal form of pension in the event they elected an optional form; and
- (ii) the pension benefit determined under the Design Two Provisions based on the contributions made under Article 4 for the Member's most recent period of membership under the Design Two Provisions.

Section 3.06 **Re-employment Following Grievance**

If a person who is neither a Former Member nor a Retired Member but who was previously a Member, has their employment as an Other Than Regular Full-time Employee or Design Two Employee reinstated as a result of a grievance or other legal proceeding, the Member shall recommence contributions under Article 4 as of the effective date of the reinstatement and, following any determination of a past service pension adjustment under the Income Tax Act, shall make contributions on any retroactive salary, wages, or other amounts received as a result of the reinstatement of employment, as determined by the Board of Trustees, and the Member may either:

- (1) elect to repay any Commuted Value plus any Excess Contributions or contribution refund, with Credited Interest from the date of

payment to the date of repayment in which case, the benefit to which the Member will be entitled at the Member's subsequent Termination of Membership Date will be determined without regard to the interruption in the Member's employment, provided, however, that if the amount to be repaid under this Section 3.06 is in respect of pre-1992 employment, the amount being repaid must be transferred directly from another registered pension plan on behalf of the Member or from a registered retirement savings arrangement of which the Member is the annuitant; or

- (2) elect not to repay the Commuted Value plus any Excess Contributions received in which case the Member will be considered a new Employee for all purposes of the Plan effective as of the date of the reinstatement of employment.

Article 4. CONTRIBUTIONS

Section 4.01 Member Contributions

- (1) Every Member shall contribute to the Trust Fund in accordance with:
 - (a) For a Member who is a Design Two Employee, the applicable rates detailed in Appendix A.1 in respect of the applicable periods.
 - (b) For a Member who is an Other Than Regular Full-time Employee, the rates detailed in Appendix C of the Plan in respect of the applicable periods.

Provided, however, for the avoidance of doubt, the rate of Member contributions shall not exceed 9%.

- (2) The contributions of a Member in a calendar year may not exceed the maximum amount that may be permitted for registered pension

plans under the provisions of the Act, the Income Tax Act or any other applicable legislation as may be in force from time to time. Notwithstanding the generality of the foregoing, unless a higher limit is approved under the Income Tax Act, the contributions of a Member for a calendar year shall not exceed the limit specified under Section 8503(4)(a) of the Regulations of the Income Tax Act.

Section 4.02 **Contributions During Leave of Absence, WSIA, or LTD Benefits**

(1) ***Periods of Leave of Absence***

Each Member who is absent on an authorized leave of absence for any reason where the Member's Employer has authorized such leave and who is receiving Annual Earnings during that absence shall continue to contribute to the Trust Fund in respect of such absence in accordance with Section 4.01 as applicable, based on the Member's actual Annual Earnings received during the absence.

(2) ***Periods of WSIA***

If a Member is receiving benefits under the Workplace Safety and Insurance Act:

- (i) the Member will not be required to contribute under Section 4.01 during the first 12 consecutive months during which he or she is in receipt of such benefits; and
- (ii) the Member will accrue Pensionable Service and be credited with member contributions based on the Member's Deemed Annual Earnings from the date as of which the Member first becomes entitled to such benefits to the earliest of:
 - (aa) 12 months from the date as of which such benefits first commenced; and

- (bb) the date such benefits cease; and
 - (cc) their Termination of Membership Date.
- (iii) within the deadline established by the Board of Trustees, the Member may elect to contribute in accordance with Section 4.01 for the period in which they are receiving benefits under the Workplace Safety and Insurance Act that is between the end of the period referenced in (i) and their Termination of Membership Date.
- (iv) The Member's contributions for the period referenced in (iii) will be determined in accordance with Section 4.01 based on the Member's benefits under the Workplace Safety and Insurance Act, as determined using evidence provided by the Member that is acceptable to the Board of Trustees. Such contributions shall be payable to the Trust Fund by the Member in accordance with the deadlines and directions established by the Board of Trustees.

(3) ***Periods of Receipt of Benefits under Long Term Disability Plan***

Within the deadline established by the Board of Trustees, a Member who is entitled to a benefit under a long term disability plan of their Employer may elect to contribute to the Plan for the period in which they are entitled to a benefit under a long term disability plan of an Employer that is before their Termination of Membership Date. The Member's contributions for the period described in this Section will be determined in accordance with Section 4.01 based on the Member's benefits under the long term disability plan of their Employer, as determined using evidence provided by the Member that is acceptable to the Board of Trustees. Such contributions shall be payable to the Trust Fund by the Member in accordance with the deadlines and directions established by the Board of Trustees.

(4) ***Limit***

Contributions under this Section 4.02 shall be subject to the terms and restrictions in Section 4.04 and Section 5.03 and the Act, the Income Tax Act, and any other applicable legislation.

Section 4.03 **Contributions for Periods of Purchasable Service**

A Member may elect, prior to attaining their Termination of Employment Date, to contribute to the Trust Fund as provided in this Section 4.03 for any period of Purchasable Service that is after 1990 in respect of which they have not been credited with Pensionable Service. All contributions made pursuant to this Section 4.03 shall be subject to the terms and restrictions in Section 4.04 and the Act, the Income Tax Act and any other applicable legislation.

- (1) Periods of Service with an Employer Prior to Becoming a Member
 - (a) Each Member may elect to contribute to the Trust Fund in respect of periods of employment with an Employer before the Member became a contributor under Section 4.01. The contribution required for a prior period of employment is equal to the lesser of:
 - (i) twice the amount of contributions determined in accordance with Section 4.01 as applicable during the prior period employment and based on the Member's Annual Earnings during that period; and
 - (ii) the amount available for transfer to the Trust Fund from a Registered Retirement Savings Arrangement of which the Member is the annuitant.

Such contribution shall be payable to the Trust Fund through a transfer directly from a Registered Retirement Savings Arrangement of which the Member is the annuitant and paid within three months of the date the Member is advised of the contribution

required. If the contribution required is not paid to the Trust Fund through a transfer from a Registered Retirement Savings Arrangement of which the Member is the annuitant within three months of the date the Member is advised of the amount of the contribution required, a new request to contribute for the prior period of employment will be required and the contribution required will be re-determined as of the date the new request to contribute for the prior period of employment is received.

- (2) Periods of Parental, Pregnancy or Emergency Leave
- (a) Every Member who is absent on parental leave, pregnancy leave, or other leave resulting from the birth or adoption of a child, as defined in the Employment Standards Act (Ontario), or such other leaves where the Employment Standards Act (Ontario), as amended from time to time, requires that a Member be allowed to continue participation in the Plan for the duration of such leave from an Employer, shall, unless the Member specifically elects to not contribute to the Trust Fund in respect of such absence, contribute to the Trust Fund in respect of such absence. The Member's contributions will be determined in accordance with Section 4.01 as applicable during the leave and based on the Member's Deemed Annual Earnings.
- (b) If the Member elected not to contribute in respect of such leave and subsequently elects, within six months after the end of the leave to contribute in respect of such leave, the Member's contribution will be an amount equal to the amount of contributions determined in accordance Section 4.03(2)(a) on Deemed Annual Earnings and shall be payable to the Trust Fund in a lump sum within six months after the end of the leave.

- (c) A Member who did not make an election under (b) above or did make an election but did not make the required payment within six months after the end of the absence, may elect to contribute in respect of such leave. In that case, the contribution required for the leave is equal to the lesser of:
 - (i) twice the amount of contributions determined in accordance with Section 4.01 as applicable during the period of the leave and based on the Member's Deemed Annual Earnings; and
 - (ii) the amount available for transfer to the Trust Fund from a Registered Retirement Savings Arrangement of which the Member is the annuitant.

Such contribution shall be payable to the Trust Fund through a transfer directly from a Registered Retirement Savings Arrangement of which the Member is the annuitant and paid within three months of the date the Member is advised of the contribution required. If the contribution required is not paid to the Trust Fund through a transfer from a Registered Retirement Savings Arrangement of which the Member is the annuitant within three months of the date the Member is advised of the amount of the contribution required, a new request to contribute for the leave will be required and the contribution required will be re-determined as of the date the new request to contribute for the leave is received.

- (3) Periods of Leave of Absence Without Pay or Layoff or Work Stoppage
 - (a) If a Member is

- (i) on a leave of absence without pay for any reason where the Member's Employer has authorized such leave, as provided in Section 2.39(1) of the Design One Provisions, or
- (ii) absent on a period of layoff as provided in Section 2.39(2) of the Design One Provisions during which recall rights exist, or
- (iii) a member of a bargaining unit and is absent from work due to work stoppage and has not attained their Termination of Employment Date,

the Member may elect to contribute to the Trust Fund in accordance with this Section for the period of such absence that constitutes Continuous Service.

- (b) If the Member so elects after the end of the absence or cessation of the work stoppage, as applicable, the Member's contribution will be an amount equal to the lesser of:
 - A. twice the amount of contributions determined in accordance with Section 4.01 as applicable during the period of the absence or work stoppage, as applicable, and based on the Member's Deemed Annual Earnings; and
 - B. the amount available for transfer to the Trust Fund from a Registered Retirement Savings Arrangement of which the Member is the annuitant.

Such contribution shall be payable to the Trust Fund through a transfer directly from a Registered Retirement Savings Arrangement of which the Member is the annuitant and paid within three months of the date the Member is advised of the contribution required. If the contribution required is not paid to the Trust Fund through a transfer from a Registered Retirement Savings

Arrangement of which the Member is the annuitant within three months of the date the Member is advised of the amount of the contribution required, a new request to contribute for the period of absence or work stoppage, as applicable, will be required and the contribution required will be re-determined as of the date the new request to contribute for the period of absence or work stoppage, as applicable, is received.

- (4) Prior Service With An Employer, Predecessor Employer or Non-Participating Employer
 - (a) A Member may elect to contribute to the Trust Fund in respect of prior periods of employment with (i) an Employer as provided in Section 2.39(5) of the Design One Provisions, (ii) a Predecessor Employer, or (iii) a Non-Participating Employer in accordance with this Section.
 - (b) If the Member so elects, the Member's contribution will be an amount equal to the lesser of:
 - A. twice the amount of contributions determined in accordance with Section 4.01 as applicable during the period of prior employment and based on (i) in the case of a prior period of employment with an Employer as provided in Section 2.39(5) of the Design One Provisions, the Member's Annual Earnings for the period or (ii) in the case of a prior period of employment with a Predecessor Employer or Non-Participating Employer, the Member's earnings for the period as determined by the Board of Trustees; and
 - B. the amount available for transfer to the Trust Fund from a Registered Retirement Savings Arrangement of which the Member is the annuitant.

Such contribution shall be payable to the Trust Fund through a transfer directly from a Registered Retirement Savings Arrangement of which the Member is the annuitant and shall be paid within three months of the date the Member is advised of the contribution required. If the contribution required is not paid to the Trust Fund through a transfer from a Registered Retirement Savings Arrangement of which the Member is the annuitant within three months of the date the Member is advised of the amount of the contribution required, a new request to contribute for the prior period of employment will be required and the contribution required will be re-determined as of the date the new request to contribute for the prior period of employment is received.

Section 4.04 **Payment of Member Contributions**

- (1) The contributions required to be made by a Member under Sections 4.01 and 4.02(1) in any pay period shall be deducted from the Member's Annual Earnings in the pay period. Any contributions payable by a Member under Section 4.02(2) or (3) shall be payable within the periods prescribed in that Section. Any contributions payable by a Member under Section 4.03 shall be payable within the periods prescribed in that Section.
- (2) Notwithstanding any provisions of the Plan, in no event will a Member contribute for periods of absence in excess of five years of full-time equivalent remuneration, plus three years of full-time equivalent remuneration for periods of parenting, throughout such Member's period of employment with any Employer after December 31, 1990, in accordance with the Act and the Income Tax Act. Contributions made during a calendar year for any prior period of service shall be subject to the Income Tax Act.

Section 4.05 **Employer Contributions**

In order to fund the benefits under the Plan, each Employer listed in Appendix A.1, subject to Section 4.07, shall contribute to the Trust Fund:

- (1) an amount equal to the contributions made by Members who are employed by that Employer that are required by Sections 4.01 and 4.02(1); and
- (2) an amount equal to the contributions made by Members who are employed by that Employer that are payable under Sections 4.02(2) and (3) and Sections 4.03(2)(a) and (b).

Section 4.06 **Remittance of Contributions**

The contributions made by a Member under Sections 4.01 and 4.02(1) together with the amount required to be paid by the Employer in respect of such contributions and the amount required to be paid by the Employer under Section 4.05(2) shall be paid by the Employer to the agent designated by the Board of Trustees so that they shall be received by that agent on or before the fifth business day of the month next following the month in respect of which the contributions were made.

When an Employer fails to pay to the Board of Trustees the contributions within the time specified above, there shall be charged to the Employer and deposited to the Trust Fund one and one-half per cent of the amount of the unpaid contributions on the first day of each subsequent month, prorated for partial months, until the total amount due has been paid.

Notwithstanding other provisions of this Section 4.06, all Member contributions under Sections 4.01 and 4.02(1) shall be remitted by the Employers to the Board of Trustees in accordance with the Act and the Income Tax Act.

Section 4.07 **Overpayments**

Any overpayment of a contribution by an Employer or a Member in accordance with this Article 4 or any amount paid by an Employer that should have been paid from the Trust Fund shall, at the request of the Employer and with the consent of the Financial Services Commission of Ontario (or its successor entity) and any other appropriate government authorities, be refunded or paid to the Employer or the Member, as the case may be, provided that the request is made in accordance with the Act and any other applicable legislation.

Section 4.08 **Deficiencies or Surplus While Plan is Ongoing**

Employer and Member current service contributions made in accordance with Section 4.01 and Section 4.05 shall be inclusive of contributions required to be made in respect of any going concern unfunded liability identified by the Actuary in a valuation filed pursuant to the Act. However, and notwithstanding any other terms of the Plan, in the event a going concern unfunded liability is identified by the Actuary in a valuation filed pursuant to the Act and the contributions made in accordance with Section 4.01 and Section 4.05 are not sufficient to cover contributions required to be made in respect of such going concern unfunded liability, then the Plan will be amended to reduce the Base Benefit in respect of future contributions to ensure that the contributions under Section 4.01 and Section 4.05 are sufficient to cover the contributions required to be made in respect of such going concern unfunded liability. Contributions shall not be required in respect of any solvency deficiency identified by the Actuary in a valuation filed pursuant to the Act. Any such contributions to the Plan shall not exceed the maximum contributions permitted, under the Act and the Income Tax Act. While the Plan remains

ongoing any funding excess shall be applied in the manner determined by the Sponsors' Committee, subject to the provisions of Article 11.

Article 5. PENSIONABLE SERVICE

Section 5.01 **Pensionable Service**

The Pensionable Service of a Member shall mean the total number of years, each of which is a year in which contributions were made by or on behalf of the Member under Section 4.01, 4.02, 4.03(2)(a), or 4.03(2)(b). Pensionable Service shall also include periods of Pensionable Service accrued by a Member in accordance with Section 4.02(2)(ii).

For greater certainty, periods of Purchasable Service in respect of which a Member elects to contribute to the Trust Fund in accordance with Section 4.03(1), 4.03(2)(c), 4.03(3), or 4.03(4) shall not be included in Pensionable Service.

Section 5.02 **Maximum Pensionable Service**

Notwithstanding Article 5.01 or any other provision of the Plan, the following limits to Pensionable Service apply:

- (a) In no event will a Member accrue more than the equivalent of 1 year of Pensionable Service under the Design One Provisions and Design Two Provisions combined in any one calendar year;
- (b) No Pensionable Service under the Design Two Provisions shall be credited in a year where Pensionable Service is credited under the Design One Provisions; and
- (c) In no event will an Employee with concurrent employment with more than one Employer in a calendar year accrue in aggregate

more than one year of Pensionable Service in respect of that calendar year.

Section 5.03 Limitations on Pensionable Service

- (1) In no event will a Member receive Pensionable Service during periods of absence, other than a period in which the Member is Disabled, in excess of five years of full-time equivalent remuneration, plus three years of full-time remuneration for periods of parenting, throughout the Member's periods of employment with any Employer after December 31, 1990 in accordance with the Act and the Income Tax Act.
- (2) A person may not accrue Pensionable Service and concurrently receive a pension under the Plan payable from the Trust Fund in respect of their own Pensionable Service.

Article 6. NORMAL RETIREMENT

Section 6.01 **Normal Retirement Pension**

Each Member who has attained their Termination of Employment Date and who has attained their Termination of Membership Date coincident with their Normal Retirement Date will be entitled to receive from the Trust Fund an annual pension benefit, as of their Normal Retirement Date, determined in accordance with the following formula, and payable in accordance with Article 9:

$$\textit{Normal Retirement Pension} = \textit{Base Benefit} + \textit{AIW Benefit}$$

Section 6.02 **Maximum Pension Benefit**

Notwithstanding any other provisions of the Plan, the amount of lifetime pension benefits provided under the Design Two Provisions, in respect of any Member at Termination of Membership Date or termination of the Plan, or otherwise, may not exceed the maximum lifetime retirement benefits permitted under the Income Tax Act.

Section 6.03 **Reduction of Benefits**

Notwithstanding any other provisions of the Plan, benefits under the Plan may be reduced or contributions made in accordance with the Plan may be refunded, as appropriate, if such benefits or contributions exceed the maximum limits as prescribed under the Income Tax Act in order to avoid revocation of the Plan, subject to the Act and with the consent of the Financial Services Commission of Ontario (or its successor entity).

Article 7. EARLY RETIREMENT

Section 7.01 **Early Retirement Date**

A Member who has attained their Termination of Employment Date prior to Normal Retirement Date and who coincident with or prior to their Termination of Membership Date has attained age 50 may elect an Early Retirement Pension as of the Member's Early Retirement Date, being the last day of any month coincident with or following the attainment of age 50, subject to the provisions of this Article 7. For the purposes of this Article 7, age is calculated in years and part years on the last day of the month in which a determination is required.

Section 7.02 **Early Retirement Pension**

- (1) **Determination of Early Retirement Pension**
Each Member who has elected an Early Retirement Date, subject to the provisions of this Article 7, will be entitled to receive from the Trust Fund an annual pension benefit and payable in accordance with the provisions of Article 9, computed as the pension determined in accordance with Section 6.01 reduced by five percent for each full year and prorated for partial years that the Member's Early Retirement Date precedes the Member's Normal Retirement Date.
- (2) **Early Retirement Dates before January 1, 2021**
Notwithstanding Section 7.02(1), each Member who elects an Early Retirement Date and Early Retirement Pension to commence before January 1, 2021, subject to the provisions of this Article 7, will be entitled to receive from the Trust Fund an annual pension benefit and payable in accordance with the provisions of Article 9, computed as the pension determined in accordance with Section 6.01 reduced by three percent for each full year and prorated for

partial years that the Member's Early Retirement Date precedes the Member's Normal Retirement Date.

(3) Pension Payments

In the event that:

- (a) the application to commence an Early Retirement Pension is not received by the Plan Manager within one month following the later of the Member's Termination of Employment Date and the date on which the Member attains age 50 co-incident with or following a Member's Termination of Employment Date, then the Member's Early Retirement Date shall be the end of the month in which the application is received.
- (b) if the application is received more than 12 months after the Member's Termination of Membership Date, the person is entitled to a Deferred Pension determined pursuant to Article 10 and the provisions of Section 10.03 applicable to early commencement of Deferred Pension will apply.

Section 7.03 **Maximum Pension Benefit**

The Member's pension benefit payable on early retirement will be subject to the provisions of Section 6.02 and any applicable maximum permitted benefit provisions of the Income Tax Act.

Article 8. POSTPONED RETIREMENT

Section 8.01 **Postponed Retirement Date**

If a Member has not attained their Termination of Employment Date coincident with or prior to their Normal Retirement Date, pension benefits under the Plan will not commence until the Member's Postponed Retirement Date which will be the date when the earlier of (a) and (b) below occurs:

- (a) November 30th of the year in which the Member attains age 71, or such other age as is specified in the Income Tax Act (Canada), and
- (b) the last day of the month in which the Member's Termination of Employment Date occurs,

and the Member will continue to make contributions under Section 4.01 until the month in which the Member's Postponed Retirement Date occurs.

Section 8.02 **Postponed Retirement Pension**

Each Member who attains a Postponed Retirement Date under Section 8.01 will be entitled to receive from the Trust Fund an annual pension benefit, computed pursuant to Section 6.01 and payable in accordance with the provisions of Article 9.

The Member's Postponed Retirement Pension under this Section 8.02 will be subject to the provisions of Section 6.02.

Article 9. PAYMENT OF PENSION

Section 9.01 **Payment of Pension**

The payment of pensions under the Design Two Provisions shall be in accordance with Article 9 of the Design One Provisions, provided, however, that, for the payment of pensions under the Design Two Provisions, Article 9 of the Design One Provisions shall be modified as follows:

- (a) references to Article 6 shall be read as referring to Article 6 of the Design Two Provisions;
- (b) references to Article 7 shall be read as referring to Article 7 of the Design Two Provisions;
- (c) references to Article 8 shall be read as referring to Article 8 of the Design Two Provisions;
- (d) references to Article 10 shall be read as referring to Article 10 of the Design Two Provisions;
- (e) the reference to Section 10.03 in Section 9.06(a) shall be read as referring to Section 10.03 of the Design Two Provisions;
- (f) references to Sections of Article 9 shall be read as referring to Sections of Article 9 of the Design One Provisions subject to any modifications thereof in accordance with this Section;
- (g) the last paragraph of Section 9.06(1)(b) shall be deleted;
- (h) the reference to Section 3.03(2) in Section 9.06(2) shall be replaced with a reference to Section 3.05(2) of the Design Two Provisions; and

- (i) references to terms in Article 9 that are defined in this Appendix G and which are used in the capitalized form in Article 9 shall be read as referring to those terms as defined in this Appendix G.

Article 10. BENEFITS ON TERMINATION OF EMPLOYMENT

Section 10.01 **Termination with Deferred Pension**

If a Member attains their Termination of Membership Date and is not then entitled to make an election under Section 7.01 to commence an Early Retirement Pension and has not attained their Normal Retirement Date, the Member will be entitled to receive a Deferred Pension in the amount accrued to the Member under Section 6.01, and shall be payable at the Member's Normal Retirement Date in accordance with Article 9 or such other date as the Member may elect under Section 10.03.

Section 10.02 **Portability Options**

Portability options under the Design Two Provisions shall be in accordance with Section 10.02 of the Design One Provisions, provided, however, that, for portability options under the Design Two Provisions, Section 10.02 of the Design One Provisions shall be modified as follows:

- (a) the reference to Section 7.01 in Section 10.02 shall be read as referring to Section 7.01 of the Design Two Provisions;
- (b) references to Section 10.02 in Section 10.02 shall be read as referring to Section 10.02 as modified in accordance with this Section; and
- (c) references to terms in Section 10.02 that are defined in this Appendix G and which are used in the capitalized form in Section 10.02 shall be read as referring to those terms as defined in this Appendix G.

Section 10.03 **Early Commencement of Deferred Pension**

On or after the attainment of age 50, a Former Member may elect to have payment of the Deferred Pension commence prior to the Former Member's Normal Retirement Date on the first day of any month subsequent to the Former Member's election being received by the Plan Manager.

The Former Member's Deferred Pension will be the pension determined in accordance with Section 6.01 reduced by five per cent for each full year and prorated for partial years that the Former Member's age at the date pension benefits commence is less than 65 years and will be payable in the normal form under Section 9.01 or 9.02, whichever is applicable, or the optional form as may be elected under Section 9.03 and for the periods provided in Section 9.06.

Article 11. INDEXATION

Section 11.01 **Inflation Protection Factor**

In this Article, the term “inflation protection factor” shall have the same meaning as specified in Section 14.01(1) of the Design One Provisions and the rules specified in Section 14.01(2) of the Design One Provisions for the application of an inflation protection factor in a subsequent 12 month period shall also apply.

Section 11.02 **Increases in respect of service after December 2019**

Pensions payable to Retired Members and to the surviving Spouse of a deceased Member, Former Member or Retired Member and the annual amount of Deferred Pension payable to a Former Member and the deferred pension payable to a surviving Spouse under Section 12.01 of the Design One Provisions, shall be increased on an annual basis pursuant to Section 11.03 in respect of service attributable to each calendar year after December 31, 2019 but only if the most recent actuarial valuation of the Plan for funding purposes discloses prior unutilized funding excesses or cumulative gains, and in the following order of priority:

- (1) increases in respect of the immediately preceding calendar year, followed by,
- (2) increases in respect of previous years where the maximum increase permitted by Section 11.03 had not previously been effected in respect of such years, in chronological order commencing with the first calendar year following 2019 in respect of which the maximum increase permitted by Section 11.03 has not previously been effected.

Section 11.03 **Application of Increases**

Any increases pursuant to Section 11.02 will be made each January 1 in accordance with Section 14.04 of the Design One Provisions provided, however, that, for the purposes of increases pursuant to Section 11.02, references in Section 14.04 of the Design One Provisions to terms that are defined in this Appendix G and which are used in the capitalized form in Section 14.04 of the Design One Provisions shall be read as referring to those terms as defined in this Appendix G.

Section 11.04 **Cap on Benefit Increases**

- (1) The aggregate benefit increases effected pursuant to Section 11.02 in respect of the period covered by an actuarial valuation of the Plan for funding purposes shall not exceed the difference between: (a) the prior unutilized funding excesses plus cumulative gains that are disclosed in such actuarial valuation of the Plan and, (b) the amounts required to liquidate the going concern unfunded liability of the Plan, if any, disclosed in such valuation.
- (2) For greater certainty, in no circumstances shall the aggregate benefit increases effected pursuant to Section 11.02 in respect of a particular year exceed the inflation protection factor in respect of those benefits for that year.
- (3) For greater certainty, the cumulative increase provided under Section 11.02 to any person shall not at any time exceed the cumulative increase in the Consumer Protection Index from the year the first increase was so provided to the year of the most recent increase so provided under Section 11.02.

Article 12. OTRFT EMPLOYEE TRANSITION AND INTER-DESIGN ISSUES

Section 12.01 **Definitions**

In this Article 12, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

“Continuing Design One Member” shall mean:

- i)* a Member who ceased to be a Full-time Employee and became an OTRFT Employee or a Design Two Employee before attaining their Termination of Membership Date; or
 - ii)* a Member who was concurrently employed as a Full-time Employee and as an OTRFT Employee or a Design Two Employee and who subsequently ceased to be a Full-time Employee but continued to be employed as an OTRFT Employee or a Design Two Employee.
- (b) “Continuing Design Two Member” shall mean a Member who either is or was a OTRFT Employee, including a Transferred OTRFT Employee, or a Design Two Employee and who becomes a Full-time Employee before attaining their Termination of Membership Date.
- (c) “Effective Date” shall mean January 1, 2019.
- (d) “Transferred OTRFT Employee” shall mean an OTRFT Full-time Employee who was a Member on the day immediately before the Effective Date and who is

transferred to the Design Two Provisions in accordance with Section 12.02(a) as of the Effective Date.

(e) “Transition Date” shall mean:

- i)* for a Continuing Design One Member in accordance with Section 12.01(a)i), the date they became an OTRFT Employee or a Design Two Employee after ceasing to be a Full-time Employee; or
- ii)* for a Continuing Design One Member in accordance with Section 12.01(a)ii), the date they ceased to be a Full-time Employee; or
- iii)* for a Continuing Design Two Member, the date they became a Full-time Employee.

Section 12.02 **OTRFT Employee Transition**

(a) Each OTRFT Employee who was a Member on the day immediately before the Effective Date shall be transferred to the Design Two Provisions as of the Effective Date.

(b) The following rules apply to each Transferred OTRFT Employee:

- i)* Notwithstanding any other provision of the Plan, on and after the Effective Date, each Transferred OTRFT Employee shall be entitled to benefits accrued under the Plan before the Effective Date for their Pensionable Service under the Design One Provisions before the Effective Date using:
 - i)* their Pensionable Service under the Design One Provisions as of the day immediately before the Effective Date;
 - ii)* their Highest Average Pensionable Earnings under the Design One Provisions as calculated in accordance with ii); and
 - iii)* the Average YMPE under the Design One Provisions as calculated in accordance with iii).

- ii) Notwithstanding any other provision of the Plan, the Highest Average Pensionable Earnings under the Design One Provisions of a Transferred OTRFT Employee shall be determined using their Pensionable Earnings under the Design One Provisions before the Effective Date and Pensionable Service under the Design One Provisions as of the day immediately before the Effective Date.
- iii) Notwithstanding any other provision of the Plan, in relation to a Transferred OTRFT Employee, Average YMPE shall mean the average of the YMPE for the earlier of 2018 and the year in which the Member's Termination of Employment Date occurred and for each of the four years preceding the earlier of 2018 and the year in which the Member's Termination of Employment occurred.
- iv) The pension entitlement of each Transferred OTRFT Employee for service as an OTRFT Employee or Design Two Employee on and after the Effective Date shall be in accordance with the Design Two Provisions.
- v) On and after the Effective Date, a Transferred OTRFT Employee's Pensionable Service under the Design Two Provisions on and after the Effective Date shall be recognized under the Design One Provisions for the purpose of determining eligibility or entitlement to early retirement benefits under the Design One Provisions.
- vi) On and after the Effective Date and while they are an OTRFT Employee or a Design Two Employee, a Transferred OTRFT Employee shall contribute to the Plan in accordance with the Design Two Provisions.
- vii) The pension benefit entitlement of each Transferred OTRFT Employee shall be:
 - (a) The amount specified in i); plus

- (b) The pension benefit accrued by the Transferred OTRFT Employee under the Design Two Provisions on and after the Effective Date or as otherwise credited to them under the Plan.

Section 12.03 **Design One to Design Two – Continuing Design One Member**

The following rules apply to a Continuing Design One Member:

- (a) On and after their Transition Date and while they are an OTRFT Employee or a Design Two Employee, a Continuing Design One Member will accrue benefits in accordance with the Design Two Provisions.
- (b) Any Pensionable Service of a Continuing Design One Member on and after their Transition Date under the Design Two Provisions will be recognized under the Design One Provisions for the purpose of determining the Continuing Design One Member's eligibility or entitlement to benefits under the Design One Provisions.
- (c) On and after their Transition Date and while they are an OTRFT Employee or a Design Two Employee, a Continuing Design One Member shall contribute to the Plan in accordance with the Design Two Provisions.
- (d) A Continuing Design One Member shall be entitled to benefits accrued under the Design One Provisions before their Transition Date for Pensionable Service under the Design One Provisions before their Transition Date using:
 - A. their Pensionable Service under the Design One Provisions as of the day immediately before their Transition Date;
 - B. their Highest Average Pensionable Earnings under the Design One Provisions as calculated in accordance with (e); and
 - C. the Average YMPE under the Design One Provisions as calculated in accordance with (f).

- (e) Notwithstanding any other provision of the Plan, the Highest Average Pensionable Earnings under the Design One Provisions of a Continuing Design One Member shall be determined using their Pensionable Earnings under the Design One Provisions before their Transition Date and Pensionable Service under the Design One Provisions as of the day immediately before their Transition Date.
- (f) Notwithstanding any other provision of the Plan, in relation to a Continuing Design One Member, Average YMPE shall mean the average of the YMPE for the year in which the Transition Date occurred and for each of the four preceding years.
- (g) The pension benefit entitlement of each Continuing Design One Member shall be:
 - 1) The amount specified at (d); plus
 - 2) The pension benefit accrued by the Continuing Design One Member under the Design Two Provisions on and after their Transition Date or as otherwise credited to them under the Plan.

Section 12.04 Design Two to Design One – Continuing Design Two Members

The following rules apply to a Continuing Design Two Member:

- (a) On and after their Transition Date and while they are a Full-time Employee, a Continuing Design Two Member will accrue benefits in accordance with the Design One Provisions.
- (b) Any Pensionable Service of a Continuing Design Two Member under the Design Two Provisions before their Transition Date will be recognized under the Design One Provisions for the purpose of determining the Continuing Design Two Member's eligibility or entitlement to benefits under the Design One Provisions.
- (c) On and after their Transition Date and while they are a Full-time Employee, a Continuing Design Two Member shall contribute to the Plan in accordance with the Design One Provisions.

- (d) A Continuing Design Two Member shall continue to be entitled to benefits accrued under the Design Two Provisions before their Transition Date for Pensionable Service under the Design Two Provisions before their Transition Date.
- (e) The pension benefit entitlement of each Continuing Design Two Member shall be:
 - 1) The amount specified at (d); plus

The pension benefit accrued by the Continuing Design Two Member under the Design One Provisions on and after their Transition Date or as otherwise credited to them under the Plan.

Section 12.05 Coordination of Benefits – Income Tax Act

Notwithstanding anything to the contrary herein or in the Plan, for a Member with benefits under the Design One Provisions and the Design Two Provisions, the benefit payable under the Design One Provisions and the Design Two Provisions combined shall be subject to any applicable maximum permitted benefit provisions of the Income Tax Act.

Section 12.06 Coordination of Benefits – Continuation of Membership

Notwithstanding anything to the contrary herein or in the Plan:

- (a) In the case of a Continuing Design One Member or Continuing Design Two Member, Termination of Membership Date means the date they have attained their Termination of Membership Date under both the Design One Provisions and the Design Two Provisions.
- (b) In the case of a Continuing Design One Member or Continuing Design Two Member, Normal Retirement Date means the date they have attained their Normal

Retirement Date under both the Design One Provisions and the Design Two Provisions.

- (c) In the case of a Continuing Design One Member or Continuing Design Two Member, Early Retirement Date means the date they have attained the Early Retirement Date under either the Design One Provisions and the Design Two Provisions, provided that if the Member has not attained the conditions set out in (1), (2) or (3) of Section 7.02 under the Design One Provisions, any pension payable in respect of such Member under the Design One Provisions shall be reduced by 5% per year from his or her Normal Retirement Date and no amount on account of 7.02(1)(6) under the Design One Provisions will be paid until the Member has attained age 55.
- (d) In the case of a Continuing Design One Member or Continuing Design Two Member, Postponed Retirement Date means the date they have attained the Postponed Retirement Date under both the Design One Provisions and the Design Two Provisions.
- (e) A Continuing Design One Member is not entitled to commence receiving pension payments under the Design Two Provisions unless they have elected, or are required, to commence receiving pension payments under the Design One Provisions.
- (f) A Continuing Design Two Member is not entitled to commence receiving pension payments under the Design One Provisions unless they have elected, or are required, to commence receiving pension payments under the Design Two Provisions.

Section 12.07 **Coordination of Benefits – Excess Contributions**

Notwithstanding anything to the contrary herein or in the Plan, for a Member with benefits under the Design One Provisions and the Design Two Provisions, Excess Contributions means the excess of (1) over (2) as follows:

- (1) the Member's contributions made in accordance with Article 4 of the Design One Provisions and Article 4 of the Design Two Provisions plus Credited Interest to the date a determination is required;
- (2) 50% of the Commuted Value of the Member's pension benefit in respect of Pensionable Service under the Design One Provisions and the Design Two Provisions, calculated as of the same date as in subsection (1);

provided that the Member contributions in (1) above and the Member's pension benefit in (2) above will not apply to benefits resulting from an election by a Member and the Member's contributions made to purchase Pensionable Service in respect of which the Employer makes no contributions pursuant to Section 4.05 of the Design One Provisions in respect of the Member or to benefits resulting from the election by a Member and to the Member's contributions in accordance with Section 4.03 for periods of Purchasable Service in respect of which the Employer makes no contributions pursuant to Section 4.05 in respect of the Member.

Section 12.08 Coordination of Benefits – Payment of Pension

Notwithstanding anything to the contrary herein or in the Plan, for a Member with benefits under the Design One Provisions and the Design Two Provisions, the benefit payable under the Design One Provisions and Design Two Provisions shall be combined and considered one benefit and shall be payable in accordance with Article 9.

Section 12.09 Coordination of Benefits – Death Prior to Pension Commencement

Notwithstanding anything to the contrary herein or in the Plan, for a Member, Retired Member, or Former Member with benefits under the Design One Provisions and the Design Two Provisions who dies before the first installment of their pension is due, the benefit payable under Article 12 of the Design One Provisions shall be in respect of the

benefits under the Design One Provisions and Design Two Provisions combined and shall be considered one benefit.

Schedule 1 to Appendix G

1. Definitions

In this Schedule 1, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- (a) “AIW Factor” shall mean the Increase in Average Industrial Wage as may be determined by the Sponsors’ Committee as of a Date of Determination.

- (b) “AIW Adjusted Design One Benefit” shall mean:
 - a. For a Transferred OTRFT Employee, the value of the benefits they accrued under the Design One Provisions before the Effective Date, adjusted by all applicable AIW Factors while they are accruing benefits under the Design Two Provisions until the earlier of: the expiry after the Effective Date of a twenty-four (24) consecutive month period, which period may commence before or after the Effective Date, in which no contributions have been made by or on behalf of the Member and their first Termination of Membership Date after the Effective Date.

 - b. For a Continuing Design One Member, the value of the benefits they accrued under the Design One Provisions between their last Termination of Membership Date under Design One Provisions, if any, and their Transition Date, adjusted by all applicable AIW Factors while they are accruing benefits under the Design Two Provisions until the earlier of: the expiry after their Transition Date of a twenty-four (24) consecutive month period, which period may commence before or after their Transition Date, in which no contributions have been made by or on behalf of the Member and their first Termination of Membership Date after their Transition Date.

- (c) “AIW Adjusted Design Two Benefit” shall mean:
- a. The value of a Member’s Base Benefit as of a specific date as determined by the Sponsors' Committee, adjusted by all applicable AIW Factors.
 - b. For a Continuing Design Two Employee, the value of the benefits they accrued under the Design Two Provisions between their last Termination of Membership Date under Design Two Provisions, if any, and their Transition Date, adjusted by all applicable AIW Factors while they are accruing benefits under the Design One Provisions until the earlier of: the expiry after their Transition Date of a twenty-four (24) consecutive month period, which period may commence before or after their Transition Date, in which no contributions have been made by or on behalf of the Member and their first Termination of Membership Date after their Transition Date.
- (d) “Average Industrial Wage” shall mean the average Canadian weekly wages and salaries, defined as the industrial aggregate, as reported by Statistics Canada or, in the event the industrial aggregate ceases to be published, such measurement that replaces the industrial aggregate as determined by the Sponsors’ Committee.
- (e) “Increase in Average Industrial Wage” shall mean the percentage by which the Average Industrial Wage on July 1 immediately prior to the Date of Determination exceeds the Average Industrial Wage on the June 30 in the prior calendar year, calculated to the second decimal place. In the event that the Average Industrial Wage on a July 1 does not exceed the Average Industrial Wage on the immediately preceding June 30, the Increase in the Average Industrial Wage shall be 0%.

- (f) “Date of Determination” shall mean one or more dates determined by the Sponsors’ Committee, as set out in Exhibit 1 to this Schedule 1.

In addition to the terms defined in this Schedule 1, any terms which are defined in Article 2 of the Design One Provisions and which are used in the capitalized form in this Schedule 1 shall have the same meaning as set out in Article 2 of the Design One Provisions, as modified, if applicable, in accordance with Appendix G and any terms which are defined in Appendix G and which are used in the capitalized form in this Schedule 1 shall have the same meaning as set out in Appendix G.

2. Establishment of Date of Determination

The Sponsors’ Committee may, in its sole discretion and subject to applicable limitations under the Income Tax Act, establish a Date of Determination for the application of an AIW Factor through an amendment to Exhibit 1 to this Schedule 1.

3. Application of AIW Factor

Where the Sponsors Committee has established a Date of Determination for the application of an AIW Factor through an amendment to Exhibit 1 to this Schedule 1, each Member accruing benefits under the Design Two Provisions on the Date of Determination shall be credited with a benefit determined using the formula, $A + B$, where:

A is the product of the value of their AIW Adjusted Design One Benefit as at December 31 of the year immediately preceding the Date of Determination by the corresponding AIW Factor; and

B is the product of their AIW Adjusted Design Two Benefit as at December 31 of the year immediately preceding the Date of Determination by the corresponding AIW Factor.

4. Calculation of Member's AIW Benefit

An individual's AIW Benefit determined as of the Member's Termination of Membership Date shall be calculated in accordance with the following formula:

(AIW Adjusted Design One Benefit + AIW Adjusted Design Two Benefit) – Base Benefit

Exhibit 1 to Schedule 1 to Appendix G

Date of Determination
January 1, 2020
January 1, 2021

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APPENDIX H

TORSTAR CORPORATION AND SUBSIDIARIES

Effective October 1, 2018, Torstar Corporation, Toronto Star Newspapers Limited and Metroland Media Group Ltd. (the “Torstar DB Companies”) became participating employers in the Plan for the purposes of Schedule A.1 under an agreement whereby the assets and liabilities of the Torstar Plans listed below (“Torstar Plans”) are to be transferred to the Plan effective October 1, 2018.

1. Toronto Star Pension Plan (Registration No. 0346171)
2. Torstar Pension Plan (Registration No. 0969873)
3. Metroland Pension Plan (Registration No. 0394288)
4. Pension Plan for Employees of Metroland West Media Group (Registration No. 1050871)
5. Metroland Pension Plan for Senior Management Employees (Registration No. 0691295)
6. Metroland Employees’ Retirement Savings Plan (Registration No. 0691287)
7. Retirement Plan for Employees of Metroland (Registration No. 0569939)
8. The Pension Plan for Employees of the Guelph Mercury and the Cambridge Reporter, Divisions of the Metroland Media Group Ltd. (Registration No. 1050863)

Pending approval of the transfer of such assets and liabilities, the following provisions shall apply in respect of Active Torstar Plan Members (and for the avoidance of doubt shall not apply in respect of any other employee of the Torstar DB Companies):

1. The following words and phrases shall, for the purposes of this Appendix H, have the following meanings respectively, unless a different meaning is plainly required by the context:
 - a. **Active Torstar Plan Member** means any individual that is an employee of a Torstar DB Company who participates in a Torstar Plan immediately prior to the Effective Date and who is not an Inactive Torstar Plan Member.

b. **Inactive Torstar Plan Member** means any individual who is either a Retired Torstar Plan Member or a Deferred Torstar Plan Member.

c. **Deferred Torstar Plan Member** means any person entitled to a deferred pension or any lump sum from a Torstar Plan as at the Effective Date.

d. **Effective Date** means October 1, 2018.

e. **Retired Torstar Plan Member** means any person in receipt of a pension from a Torstar Plan as at the Effective Date.

2. On and after the Effective Date, each Active Torstar Plan Member shall:

a. commence participation in and accrue benefits under the Plan for service on and after the Effective Date in accordance with the terms of Appendix G of the Plan, subject to the provisions of this Appendix H; and

b. have any service credited to the Active Torstar Plan Member under the Torstar Plans recognized under the Plan for the purpose of determining eligibility or entitlement to benefits, but not for the accrual of benefits under the Plan on and after the Effective Date.

3. On and after the Effective Date, any Active Torstar Plan Member shall be required to contribute in respect of their participation under Appendix H of the Plan based on the definition of Earnings under the Torstar Plan in which such Active Torstar Plan Member was participating immediately before the Effective Date.

4. The contribution rates applicable in respect of Active Torstar Plan Members is as set out below:

a. Active Torstar Plan Members shall contribute on their earnings as set out in Section 3 of this Appendix H in accordance with the following rates.:

<u>Effective</u>	<u>Contribution Rate</u>
<u>For the period commencing on October 1, 2018 through to and including December 31, 2019</u>	<u>7%</u>
<u>For the period commencing on January 1, 2020 through to and including December 31, 2021</u>	<u>8%</u>
<u>On and after January 1, 2021</u>	<u>9%</u>

and

b. The Torstar DB Companies shall match contributions in respect of such Active Torstar Plan Members.