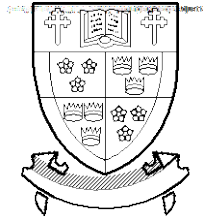


Simon Fraser University



PENSION PLAN FOR ADMINISTRATIVE/UNION STAFF

**SCHEDULE "A" TO THE TRUST AGREEMENT
DATED DECEMBER 1, 1991**

It is hereby certified that this is a true copy of the consolidated Plan Document as amended and restated to September 30, 2015, as passed and adopted by the Board of Governors on the ____ day of _____ 2015.

Andrew Petter, President
Simon Fraser University

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APPENDIX A SUPPLEMENTARY GROUP LIFE INSURANCE

SECTION 1. DEFINITIONS

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

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

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

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

- (s) "Employee" means a person employed on a continuous basis by the University at least 28 hours bi-weekly, or, if employed less than 28 hours bi-weekly earns at least 35% of the YMPE for two consecutive years and who is not a member of any other registered employee pension or retirement plan to which the University is required to make contributions.
- (t) "Employee Organizations" means the Administrative and Professional Staff Association of Simon Fraser University, the Canadian Union of Public Employees, Local 3338, the thirteen trade union locals certified as the collective bargaining agent for the employees on the janitorial, maintenance and service departments at the University (except office and clerical staff) by certificate issued April 12, 1966 and amended by the Labour Relations Board of British Columbia on May 8, 1984 and their successors.
- (u) "Guaranteed Income Fund" means a fund with an insurance or trust company to which Members may direct all or part of the funds in their Voluntary Account balance.
- (v) "Income Tax Act" means the Income Tax Act (Canada), as amended from time to time, together with the Regulations thereunder.
- (w) "Interest" means interest compounded annually at a rate equal to the gross rate of interest earned by the Pension Fund, less the rate attributable to expenses of the Fund for purposes of making a final settlement of any payment due under the Plan.
- (w1) "Late Retirement" means a Member's commencement of a Retirement Benefit subsequent to the Normal Retirement Date in accordance with Section 7(c).
- (w2) "Late Retirement Date" means the date of "Late Retirement" of a Member as described in Section 7(c).
- (x) "Long Term Disability Insurance Plan" means the University Long Term Disability Insurance Plan as it may be in effect from time to time.
- (y) "Member" at any particular time means a person who at that time meets the eligibility requirements set forth in Section 4 for membership in the Plan and is not a Retired Member and includes a person who at that time is a Deferred Vested Member or a Disabled Member.

- (z) "Money Purchase Account" means the account established and maintained for a Member in accordance with Section 21(c).
- (aa) "Money Purchase Benefits" means those benefits which are determined under the Plan in accordance with Section 21(d), referred to in the Act as a "defined contribution provision".
- (bb) "Normal Retirement" means a Member's commencement of a Retirement Benefit on their Normal Retirement Date in accordance with Section 7 (a).
- (cc) "Normal Retirement Date" means the first day of the month coinciding with or next succeeding a Member's sixty-fifth (65th) birthday, referred to in the Act as "pension eligibility date".
- (dd) "Pension Benefits Standards Act" means the Pension Benefits Standards Act, Statutes of British Columbia and the Regulations thereunder, as amended or replaced from time to time.
- (ee) "Pension Credit" means the amount as determined in accordance with Section 8301 (1) of the Income Tax Regulations.
- (ff) "Pension Fund" means the fund established pursuant to the Trust Agreement and maintained to provide benefits under or related to the Plan.
- (gg) "Person" means an individual and as the context requires, includes an estate, firm, corporation or other entity.
- (hh) "Plan" means this Pension Plan in its present form or as may be from time to time properly amended.
- (ii) "Plan Year" means the calendar year.
- (jj) "Prior Pension Plan" means the retirement plan commonly known as TIAA/CREF in effect at Simon Fraser University on June 30, 1969.
- (kk) "Retirement Benefit" means the amount of defined pension benefit determined in accordance with Section 8, as modified pursuant to Section 7, if applicable, and

payable monthly to a Retired Member or Spouse. It also includes benefits payable pursuant to Section 21(d).

- (ll) "Retired Member" means a person who was formerly a Member and is in receipt of a Retirement Benefit under this Plan or a predecessor to this Plan.
- (mm) "Revenue Rules" means the provisions of the Income Tax Act pertaining to registered pension plans as they are applicable to the Plan.
- (nn) "Spouse" means, in relation to another person,
 - (a) a person who at the relevant time was married to that other person and not living separate and apart from that other person for the 2 year period immediately preceding the relevant time, or
 - (b) if paragraph (a) does not apply,
a person who at the relevant time lived with that other person in a marriage-like relationship for the 2 year period immediately preceding the relevant time.
- (oo) "Surplus" means, for the purposes of Section 21, the amount, if any, by which the assets of the Plan exceed the actuarial liabilities of the Plan plus an appropriate contingency margin as set out in the agreement between the University and the Employee Organizations dated the 28th day of June, 1990, as amended from time to time, all as determined by the Trustees on the advice of the Actuary on a valuation date selected by the Trustees. The Act refers to "Actuarial Excess", meaning the value by which the assets of the Plan exceed the actuarial liabilities of the Plan (with no reference to a contingency margin).
- (pp) "Trust Agreement" means the Trust Agreement between the University and the Trustees with respect to the Plan.
- (qq) "Trustees" means the persons from time to time appointed as trustees of the Pension Fund.
- (rr) "Unamended Plans" means the Simon Fraser University Amended Pension Plan for Members of the Administrative Staff or the Simon Fraser University Amended Pension Plan for Union Personnel, as the case may be, as they existed from time to time prior to January 1, 1989.

- (ss) "University" means Simon Fraser University.
- (tt) "Voluntary Contribution" means the amount of money the member pays into the Plan, but is not a requirement of the Plan.
- (uu) "Voluntary Contribution Account" means that account for each Member who is making or who has made voluntary contributions under the Plan.
- (vv) "Yearly Maximum Pensionable Earnings Limit" means the "Year's Maximum Pensionable Earnings" as defined in the Canada Pension Plan Act, R.S.C. 1970, c. C-5, as the same may be amended or replaced from time to time.

SECTION 2. PENSION FUND: CREATION AND PURPOSE

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

to the Pension Fund for the uses, purposes and duties set forth in this Plan and the Trust Agreement.

- (e) Neither the University, nor any of the Employee Organizations shall have any right, title, interest in or to the assets of the Fund.
- (f) Notwithstanding that the consolidated Plan Document previously passed and adopted by the Board of Governors on September 26, 1996 referred to an effective date of amendment and restatement of January 1, 1993, it is understood that those provisions within the Plan Document that were amended pursuant to the requirements of the Income Tax Act, are effective January 1, 1992. Specifically, the affected provisions are as follows: Sections 1 (a), 1 (nn), 5 (e) (i), 6 (a), 7 (b) (iv), 8 (f), 11 (c), 15, 16, 17 and 21 (b).

SECTION 3. CUSTODIAN

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

The duties of the Custodian shall include the following:

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

- (e) it shall maintain such records and accounts of the assets held by it and shall render such financial statements and reports as may be required from time to time by the Trustees.

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

SECTION 4. ELIGIBILITY AND MEMBERSHIP

- (a) Each person who was a Member or Retired Member under the Unamended Plans on December 31, 1988 automatically becomes a Member or Retired Member of this Plan pursuant to Section 20(a).
- (b) Each full-time Employee shall become a Member of this Plan, as a condition of employment, on the date of hire provided that the employee has not then attained the age of sixty-five (65) years.
- (c) Each Part-Time Employee shall become a Member of this Plan after completing two years of Continuous Service provided the Employee is employed on a continuous basis by the University at least 28 hours bi-weekly, or if employed less than 28 hours bi-weekly has earned at least 35% of the YMPE in each of the two immediate preceding consecutive calendar years.
- (d) The University may vary the eligibility requirements for any person and, if it does so, shall notify the Trustees and shall provide any contributions required.
- (e) Each person who is or becomes a Member shall continue to be a Member until they die, become a Retired Member, transfers their Commuted Value from the Plan, or terminates employment without entitlement to a vested pension.

SECTION 5. CONTINUOUS AND CREDITED SERVICE

- (a) Continuous Service of a Member is the period of time, computed in years plus one-fifty second of one year for each complete or partial calendar week, from the Member's most recent date of employment with the University as an Employee pursuant to Section 1(s) to the earlier of the date of termination of employment with the University, or the date of commencement of a Retirement Benefit, or death.
- (b) Leaves of absence without pay approved by the University shall be included in Continuous Service.
- (c) The period during which a Member is a Disabled Member shall be included in Continuous Service.
- (d) In the event a Member whose Continuous Service terminates or has terminated, and who is entitled to a Deferred Vested Retirement Benefit, is subsequently re-employed before Normal Retirement Date and within twelve months from the date of termination, the Trustees may credit the Member with Continuous Service which so terminated in addition to Continuous Service which commences on the date of re-employment, and the Deferred Vested Retirement Benefit shall be canceled.
- (e) Credited Service of a Member is the period of time of the Member's Continuous Service except for any period of Continuous Service where:
 - (i) the Member is on leave of absence without pay. Where, however, the amount of the University's contributions in respect of the Member is paid based upon the Annual Earnings which the Member would otherwise have received during such a leave of absence (whether paid by the University or by some other source), the leave of absence shall be included in Credited Service. For purposes of Credited Service, unpaid leaves of absence prior to January 1, 1991 are limited to a maximum full time equivalent of two years. After December 31, 1990 the aggregate of Credited Service granted for a leave of absence is limited to a maximum full time equivalent of five years plus an additional three years in respect of absences that occur within the 12 month period which commenced at the time of the birth or adoption of a child of the Member.

- (ii) University contributions are payable to another registered pension plan on their behalf;
- (iii) the Member transfers to a class of employment with the University such that they are not, or would not be, an Employee as defined in Section 1 (s).
- (iv) the Member is or was a part-time Employee in which case Credited Service is calculated as a pro-rata fraction of such period.

SECTION 6. UNIVERSITY CONTRIBUTIONS

(a) University Contributions

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

(b) Excess Contributions

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

SECTION 7. RETIREMENT

(a) Normal Retirement

Unless the Member has retired earlier each Member on his or her Normal Retirement Date shall be entitled to receive a Retirement Benefit determined in accordance with Section 8.

(b) Early Retirement

On filing written notice to the University a Member who is not a Deferred Vested Member or a Disabled Member may request Retirement Benefits under the Plan as of the first day of any calendar month which is not less than sixty (60) days after such notice, such retirement to commence not earlier than age fifty-five (55). On that date Early Retirement shall commence and thereupon they shall become a Retired Member.

The amount of Retirement Benefit payable on a Member's Early Retirement shall be:

- (i) the amount earned to date of Early Retirement without reduction if the Member is age 60 or older, with ten or more years of credited service, or is age 55 to 59 inclusive and their age and continuous service total 80 or more, or
- (ii) with 10 or more years of Credited Service, the amount earned to date of Early Retirement less 5% per year for every year the Member is

under age 60, or less 5% per year for the number of years required to reach a total of 80 for age plus Credited Service, with the smaller of the two reductions to apply, prorated for completed months, or

- (iii) with less than 10 years of Credited Service, the amount earned to date of Early Retirement, and:
 - (A) if under age 60, then less 5% per year for every year the Member is under age 65, or
 - (B) if age 60 or over, then less 5% per year for the number of years required to reach age 65 or to reach 10 years of Credited Service if less, prorated for completed months.

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

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

(c) Late Retirement

Members may continue in the Plan beyond their Normal Retirement Date provided membership ceases no later than the last date on which a person is allowed under the Income Tax Act to start receiving a pension from a registered pension plan.

Should the Member elect to take their pension at Normal Retirement or later and continue employment, further membership in the Plan will not be permitted.

(d) Re-employment

Should a Retired Member subsequently become an Employee, the Retired Member's pension will continue to be paid and further membership in the Plan will not be permitted. Should a Member who elected a commuted value under Section 8(f), subsequently become an Employee, further membership in the Plan will not be permitted.

SECTION 8. RETIREMENT BENEFITS

(a) Normal Form of Retirement Benefit

(i) Members not having a Spouse at termination of employment

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

(ii) Members having a Spouse at termination of employment

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

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

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

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

When the Spouse at retirement or at the Member's death before retirement is not the same as the Spouse at termination of

employment, the normal form of Retirement Benefit shall be monthly payments for the life of the member only, ceasing on the Member's death.

Notwithstanding the above, the B.C. Pension Benefits Standards Act requires that where there is a Spouse at retirement, payments to the surviving Spouse be not less than 60% of the payment to the Retired Member unless the Member delivers to the University within 90 days preceding the date upon which payment of any pension is to commence, the written waiver of such Spouse in the form prescribed by the PBSA. A Member retiring on or after January 1, 1993 must therefore elect one of the optional forms described in Sections 8(e)(ii) and 8(e)(iii) below, providing at least a 60% continuation to his or her surviving Spouse, unless the prescribed waiver is obtained.

(b) Amount of Retirement Benefit

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

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

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

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

- (A) 1.7% of such Average Annual Earnings multiplied by the number of years (including fractions of a year) of Credited Service, less
- (B) 0.5% of such Average Annual Maximum Pensionable Earnings multiplied by the number of years of Credited Service (including fractions of a year) and less

- (C) the amount which is determined by the Trustees to be the initial amount of annual benefit payable to the Retired Member under the Prior Pension Plan, in equivalent Canadian currency, of an annuity commencing at the Retired Member's Normal Retirement Date with the same terms as the form of Retirement Benefit under this Plan.

(c) Annual Adjustments to the Retirement Benefit

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

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

PROVIDED HOWEVER that the adjusted amount payable in any Plan Year shall not exceed the amount obtained by multiplying the amount payable for the immediately preceding Plan Year by 1.03 and shall not be less than the amount payable for the immediately preceding year.

PROVIDED ALSO that the increase to the amount payable during the first Plan year in which adjustment occurs as determined pursuant to the foregoing provisions of this Section 8(c) shall be prorated based upon the number of months for which the Retired Member received Retirement Benefits in the preceding year.

(d) Election of Optional Forms

In lieu of the normal form of Benefit payable according to Section 8 (a), and subject to the restriction included in that section, a Member may elect, before payments commence, to receive the Retirement Benefit in one of the optional forms of benefit specified in Section 8 (e), and the amount of the optional form of benefit shall be the Actuarial Equivalent of the normal form of benefit described in Section 8(a).

If the Member does not make an election within 180 days of receiving his or her retirement statement, the statement will expire and the Member will need to resubmit another written notice to elect to retire.

If, on receipt of a retirement statement as of the last date on which a person is allowed under the Income Tax Act to start receiving a pension from a registered pension plan, the Member does not make an election on the form of the Retirement Benefit within 180 days of receiving his or her retirement statement, then for

(i) Members not having a Spouse at termination of employment

The Retirement Benefit will be paid in the Normal Form as specified in Section 8(a)(i).

(ii) Members having a Spouse at termination of employment

The Member receives a reduced monthly benefit payable for life and, after the Member's death, the pension continues to the Spouse, if then living, at 60% the pension to the Member, with the continuing pension to the Spouse ceasing on the death of the Spouse, as specified in Section 8(e)(ii).

This Section 8(d)(ii) applies unless the Member delivers to the University, within 90 days preceding the date upon which payment of any pension is to commence, the written waiver of such Spouse in the form prescribed by the PBSA, stating that the Spouse is aware of his or her entitlements under the plan and waiving those entitlements. This statement must be signed by the Spouse in the presence of a witness and outside the presence of the Member. In the case that a compliant waiver has been received and the Member does not make an election on the form of the Retirement Benefit within 180 days of receiving his or her retirement statement, the Retirement Benefit will be paid in the Normal Form as specified in Section 8(a)(i).

(e) Optional Forms of Retirement Benefit

(i) Life Guaranteed 10 years

This option is available to Members without a Spouse at retirement. Under this option a reduced monthly pension is payable for the Member's life-time with a guarantee that if the Member dies before 120 payments have been received, payments will continue until a total of 120 have been made.

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

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

(iii) Joint and Survivor Benefit Guaranteed 10 years

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

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

(f) Commuted Value of Retirement Benefit

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

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

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

Where the commuted value is transferred to a tax-sheltered vehicle, for example a registered retirement savings plan or a registered retirement income fund, the amount so transferred shall be limited to the maximum permitted under Regulation 8517 of the Income Tax Act. Where the commuted value so calculated exceeds the maximum under Regulation 8517, then, notwithstanding the foregoing, the Trustees may permit the member to commute all or part of the Retirement Benefit as permitted under the Revenue Rules, with the aim of reducing the commuted value to an amount not exceeding the prescribed maximum; the balance of any benefit not commuted may be paid directly by the Plan or purchased from an insurance company. In any event, where a commuted value that is paid out of the Plan exceeds the prescribed amount, the excess amount will be paid in cash as a taxable lump sum benefit.

If the Member does not elect to transfer his or her Commuted Value within 180 days of receiving his or her retirement statement, the statement will expire and the Member will need to resubmit another written notice to elect to retire.

SECTION 9. DISABILITY

(a) Disability Date

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

(b) Retirement Benefit

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

(c) Accrual of Retirement Benefits while Disabled

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

(d) Disability Ending before Normal Retirement

(i) If Disabled Members cease to be eligible for disability income benefits under the Long Term Disability Insurance Plan before Normal Retirement Date and:

1. The Members do not return to active employment with the University, they will be deemed to have terminated their employment for purposes of the Plan as of the date they cease to receive benefits from the Long Term Disability Plan, and they shall subject to Section 10 below, become a Deferred Vested Member and will be entitled to a Deferred Vested Retirement Benefit: or
2. The Members return to active employment with the University, the Retirement Benefits are calculated based on the provisions of the Plan, in effect as at the date of the subsequent termination, death or retirement.

SECTION 10. VESTING

Prior to September 30, 2015 except as otherwise provided in Section 14 with respect to Voluntary Contributions, a Member who serves in a position normally eligible for overtime compensation and whose employment is terminated for reasons other than by retirement, death or disability and prior to completion of two (2) years of Continuous Service, shall not be entitled to any benefit under this Plan. Further, in the event such an employee is subsequently re-hired by the University, the employee shall be treated as a new employee for all purposes of the Plan. Members in positions not normally eligible for overtime compensation shall have immediate vesting.

Effective September 30, 2015, a Member whose employment is terminated on or after September 30, 2015 shall have a vested right to benefits in respect of all service since last becoming a Member, including service accrued prior to September 30, 2015. Further, in the event that a Member whose employment is terminated for reasons other than by retirement, death or disability and such an employee is subsequently re-hired by the University, subject to section 5(d), the employee shall be treated as a new employee for all purposes of the Plan.

SECTION 11. BENEFITS ON TERMINATION OF EMPLOYMENT

- (a) Upon termination of employment of a vested Member as described in Section 10, such Member shall become a Deferred Vested Member and be entitled to a Deferred Vested Retirement Benefit equal to the Retirement Benefit accrued to the date of termination plus an adjustment of the Deferred Vested Retirement Benefit of 3% per year from the date of termination, or age 45, whichever is the later, to age 65, or the Members actual Retirement Date, whichever comes first.
- (b) A Deferred Vested Member shall become a Retired Member on Normal Retirement Date, and on that date the Deferred Vested Retirement Benefit shall be deemed to be a Retirement Benefit and payment of same shall commence.
- (c) A Deferred Vested Member may, by written notice to the Trustees elect to receive, in lieu of the Deferred Vested Retirement Benefit, the Commuted Value of such benefit, disbursed in one of the following ways:

- A. For benefits accrued prior to December 31, 1992:
- (i) paid as a lump sum, or
 - (ii) transferred to another registered pension plan, a registered retirement savings plan, or a registered retirement income fund.
 - (iii) applied to purchase an annuity or annuities from an insurance company licensed to do business in Canada.
- B. For benefits accrued after January 1, 1993
- (i) transferred to another registered pension plan, to a locked-in retirement account or a life income fund, as prescribed in the Pension Benefits Standards Act.
 - (ii) applied to purchase a deferred life annuity or a life income fund from an insurance company licensed to do business in Canada, provided the payment of the annuity will not commence before the earliest date on which the Member was entitled to retire under the Plan.

Where the commuted value is transferred to a tax-sheltered vehicle, for example a registered retirement savings plan or a registered retirement income fund, the amount so transferred shall be limited to the maximum permitted under Regulation 8517 of the Income Tax Act. Where the commuted value so calculated exceeds the maximum under Regulation 8517, then, notwithstanding the foregoing, the Trustees may permit the member to commute all or part of the Retirement Benefit as permitted under the Revenue Rules, with the aim of reducing the commuted value to an amount not exceeding the prescribed maximum; the balance of any benefit not commuted may be paid directly by the Plan or purchased from an insurance company. In any event, where a commuted value that is paid out of the Plan exceeds the prescribed amount, the excess amount will be paid in cash as a taxable lump sum benefit.

The Deferred Vested Member shall have 180 days after receiving the termination statement to elect a Commuted Value, otherwise the election will expire, and the Member will need to resubmit another written notice.

SECTION 12. DEATH BENEFITS

(a) Before Retirement

A. Death Benefit Amount

- (i) In the event of the death of a Member prior to retirement, a death benefit is payable from the Plan in an amount equal to the Commuted Value of the Retirement Benefit accrued to the date of death.

B. Death Benefit Payable to Spouse

The death benefit payable under Section 12(a)(A)(i) is payable to the Member's Spouse. The Spouse must elect to receive the benefit described in Section 12(a)(A)(i) in one of the following forms:

- (i) transferred to another registered pension plan, as prescribed in the Pension Benefits Standards Act;
- (ii) transferred to a locked-in retirement account or life income fund, as prescribed by the Pension Benefits Standards Act; or
- (iii) applied to purchase an immediate or deferred life annuity from an insurance company licensed to do business in Canada, provided the annuity commences no earlier than the date the Spouse attains age 50 and no later than the last date on which a person is allowed under the Income Tax Act to start receiving a pension from a registered pension plan.
- (iv) With respect to 12(a)(B)(ii), benefits accrued prior to January 1, 1993 may be taken in a lump sum or transferred to a registered retirement savings plan or a life income fund and are not subject to any locking-in provisions.

If the Spouse does not make an election within 180 days of receiving his or her death benefit statement, the Spouse shall be deemed to have elected a transfer to a locked-in retirement account on receipt of the relevant account details.

C. Death Benefit Payable to Non-Spouse Beneficiary

If the Member does not have a Spouse at the date of death the death benefit payable under Section 12(a)A(i) is payable in a lump sum to the Member's Beneficiary.

Despite any other provision of this Plan, if a Spouse has signed a waiver of his or her entitlement under this Section 12(a), the Spouse is not entitled to receive any benefit by way of lump sum payment as the Member's beneficiary.

D. Refund of Voluntary Contributions

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

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

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

(b) After Retirement

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

(c) Proof of Death

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

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

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

SECTION 13. BENEFIT UNLOCKING

(a) Small Benefit Commutation

If the Commuted Value payable at the Members' Normal, Late or Early Retirement Date, date of termination or date of death in respect of the Member's service on or after January 1, 1993 is not more than 20% of the YMPE in the year of the most recent determination of the Member's Commuted Value, the Member or the Member's Spouse shall be entitled to receive the Commuted Value of this pension as a lump sum with the locking-in requirement not applicable.

(b) Non-residency

A Deferred Vested Member who has been absent from Canada for 2 or more years may elect to withdraw as a lump sum an amount equal to the Commuted Value of the Deferred Vested Member's benefit on providing to the Trustees written evidence that the Canada Revenue Agency has confirmed the person's status as a non-resident for the purposes of the ITA. The lump sum payment is made in full satisfaction of all rights and entitlements under the Plan. If the Deferred Vested Member has a spouse, the Deferred Vested Member cannot make an election under this section unless the Trustees receives a statement from the spouse, in the form required by the applicable legislation, stating that the spouse is aware of his or her entitlements under the plan and waiving those entitlements. This statement must be signed by the spouse in the presence of a witness and outside the presence of the Deferred Vested Member not more than 90 days before the lump sum is to be withdrawn.

(c) Shortened Life Expectancy

If a person who has a current entitlement to a benefit under the Plan and who is not a Retired Member in receipt of a pension under the Plan has an illness or disability that is certified by a medical practitioner to be terminal or to likely shorten the member's life considerably, the person may elect to receive a lump sum equal to the commuted value of the member's benefit entitlement, or another payment form as permitted by the Pension Benefits Standards Act. If the Member has a spouse, the Member cannot make an election under this section unless the Trustees receives a statement from the spouse, in the form required by the applicable legislation, stating that the spouse is aware of his or her entitlements under the plan and

waiving those entitlements. This statement must be signed by the spouse in the presence of a witness and outside the presence of the Member not more than 90 days before the Member makes the election.

SECTION 14. VOLUNTARY CONTRIBUTIONS BY MEMBERS

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

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

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

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

- (b) Prior to, at or after retirement and no later than the last date on which a person is allowed under the Income Tax Act to start receiving a pension from a registered pension plan, a Member or Retired Member may elect to receive a cash payment equal to the amount of their Voluntary Contribution Account or they may elect that the amount of their Voluntary Contribution Account shall be:
- (i) transferred to or under a Registered Retirement Savings Plan, or Registered Retirement Income Fund or,
 - (ii) applied to purchase an ordinary life annuity or any other form of optional retirement benefit selected by the Member or Retired Member which complies with the Income Tax Act.

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

SECTION 15. MAXIMUM RETIREMENT BENEFITS

Notwithstanding any other provisions of this Plan, the maximum annual benefit calculated as at the Normal Retirement Date and before any adjustments for early retirement or optional forms of pension, whether at retirement, termination of employment or termination of this Plan, for a Member shall not exceed the amounts permitted under Section 8504 of the Regulations made pursuant to the Income Tax Act. The 2% formula limit and the defined benefit limit in Regulation 8504 (at \$1,722.22 in 1993) shall be applied separately to pre-1990 and post-1989 periods of Credited Service in the benefit formula. With respect to years of service used in calculating maximum benefits, no more than 35 years of such service rendered prior to January 1, 1992 may be considered.

SECTION 16. BENEFITS AND INALIENABLE RIGHTS

Retirement Benefits or other Plan benefits or any rights or interests therein or any rights or interests in the Plan shall not be capable of being sold, transferred, anticipated, assigned, charged, given as security or surrendered, hypothecated or otherwise disposed of by Members, Retired Members or Beneficiaries and shall not be subject in any manner to the claims of creditors of such persons or to attachment, execution or other legal process available to such creditors.

SECTION 17. AMENDMENT OF PLAN

The University may at any time, with the consent of the Employee Organizations, modify or amend the Plan provided that no such modification or amendment shall permit any part of the assets of the Pension Fund to revert to or to be recoverable by the University or to be used or diverted to purposes other than for the exclusive benefit of Members, Retired Members or their joint annuitants or Beneficiaries under the Plan. As required under Regulation 8503(4)(c) of the Income Tax Act, the Plan may be amended at any time to reduce the benefits in respect of a member, in order to avoid the revocation of the Plan's registration.

SECTION 18. TERMINATION OF PLAN

The University reserves the right at any time to terminate the Plan.

In the event of the termination of the Plan, the Trustees shall apply the assets of the Plan in the following order of priority:

- (a) an amount which shall be equal to the total of the Voluntary Contribution Accounts of all persons at the date of termination, shall be set aside;

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

- (b) An amount sufficient to make payment of Retirement Benefits to Retired Members, Disabled Members and Beneficiaries.

- (c) an amount which shall be equal to the total of the Money Purchase Accounts of all persons at the date of termination, shall be set aside;

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

- (d) amounts sufficient to provide the following:

- (i) payment of Retirement Benefits to such Members who are eligible for Early or Normal Retirement at the date of Plan termination;
- (ii) payment of Deferred Vested Retirement Benefits to Deferred Vested Members;
- (iii) payment of Retirement Benefits accrued to the date of termination of the Plan to all other Members.

- (e) the balance of the assets remaining, if any, must be distributed by the Trustees to the Members, former Members and/or their spouses, designated beneficiaries and estates, who are in receipt of a benefit, in a non-discriminatory manner.

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

application has been completed, the Trust Agreement shall be terminated and the assets of the Plan shall be distributed pursuant to such application in the form of cash, annuity contracts, or registered retirement savings plan contracts as determined by the Trustees, subject to any applicable legislation.

- (f) Notwithstanding the above priorities, if, at any time, the assets of the defined benefit component of the pension plan are to be distributed as a result of the winding-up of the plan, and the assets of the defined benefit component are not sufficient to pay all benefits, the assets of the defined benefit plan shall be allocated and distributed in accordance with the priorities set out in the Pension and Benefits Standards Act and Regulations.

SECTION 19. MISCELLANEOUS

- (a) Each Member shall be advised of the general provisions of the Plan and, upon written request addressed to the Trustees shall be furnished with information regarding their status, rights and privileges under the Plan.
- (b) No Person shall have any rights in or to the Pension Fund or any part thereof, or under the Plan, except as and only to the extent expressly provided for in the Plan.
- (c) Neither the establishment of the Plan, nor any modification thereof, nor the creation of any fund or account thereunder, nor the payment of any Retirement Benefit or other Plan benefit pursuant thereto nor any other action of the University or the Trustees shall be construed to confer upon any person, other than as specifically provided under the Plan, any legal or equitable right against the University or the Trustees including the right to continue to be employed by the University or, upon dismissal, any right or interest in the Plan or the assets of the Plan .
- (d) The final payment of a Retirement Benefit or other Plan benefit pursuant to the provisions of the Plan to the Person entitled to receive same shall be in full satisfaction of any claims such Person may have against the University or the Trustees under the Plan.
- (e) Each Member shall be required to furnish the University, on forms prescribed by the Trustees, such information as it may reasonably require for proper administration of the Plan.

- (f) The headings in the Plan are inserted for purposes of convenience of reference only and are not part of the Plan or to be considered in any interpretation of same.
- (g) Each Member shall designate a Beneficiary in the manner prescribed by the Trustees to receive any Retirement Benefit or other Plan benefit which may become payable to the Beneficiary under the Plan. A Member may change his or her Beneficiary from time to time by written notice delivered to the Trustees in the manner prescribed by the Trustees. If the Member has not designated a Beneficiary or if the Beneficiary designated by the Member is not alive at the time of death of the member, the estate of the Member shall be the Member's Beneficiary.
- (h) Each Member, Retired Member and Beneficiary, the legal representative of each of them and any other Person to whom a benefit is payable under the Plan is responsible for applying to the Trustees for each such benefit. Neither the Pension Fund nor the Trustees shall be liable if an application is late or an applicant is delayed in providing evidence of entitlement to the Trustees.
- (1) Where a transfer is required by the Trustees or under this Plan, and the former member or surviving spouse has not advised the Trustees of a chosen arrangement meeting the requirements of the Act, within 6 months of being advised of the amount payable, the Trustees may direct that the transfer be made to an arrangement of their choosing which meets the requirements of the Act.
- (i) In the event a dispute arises between the Parties regarding surplus assets and contribution holidays, and such dispute cannot be resolved, such dispute must obtain final and conclusive settlement by arbitration or another method agreed to by the parties in accordance with the Pension Benefits Standards Act.
The parties shall share the costs of the arbitrator equally, unless the arbitrator determines the proportions differently.
- (j) Any notice or other document to be given to the Trustees under the Plan may be addressed to:
- The Trustees of the
Simon Fraser University Pension Plan for
Administrative/Union Staff
c/o Pension Plan Administrator
Human Resources
Simon Fraser University
8888 University Drive
Burnaby, B.C. V5A 1S6

SECTION 20. UNAMENDED PLANS

- (a) Each Member or Retired Member of the Unamended Plans on December 31, 1988 shall automatically become a Member or Retired Member as the case may be, of this Plan.

Each Member of the Unamended Plans on December 31, 1988 who is entitled to benefits as a result of termination of employment other than by death or disability, shall become a Deferred Vested Member of this Plan. Each Member of the Unamended Plans on December 31, 1988 who is entitled to benefits as a result of disability shall become a Disabled Member of this Plan.

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

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

SECTION 21.

MONEY PURCHASE ACCOUNTS AND MONEY PURCHASE BENEFITS

- (a) Allocation

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

- (b) Maximum Surplus Allocation

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

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

(c) Money Purchase Accounts

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

From time to time but not less frequently than as of the last day of each Plan Year, and commencing with the 1991 Plan Year, the Trustees shall arrange for a valuation of the assets of the Pension Fund and for the determination of the net rate of investment earnings of the Pension Fund, including the net increase or decrease in the value of the assets of the Pension Fund after deduction of Plan expenses. The net rate of investment earnings shall be applied to the Money Purchase Accounts.

The amount of each Member's Money Purchase Account on retirement, death or termination of a Member, as the case may be, shall be the amount of such account as at the last allocation of investment earnings plus all Surplus allocations made in accordance with Section 21 (a) since such last determination of net rate of investment earnings plus Interest thereon to date of settlement.

(d) Money Purchase Benefits

- (i) At or after retirement and no later than the last date on which a person is allowed under the Income Tax Act to start receiving a pension from a registered pension plan, a Member or Retired Member may elect that the amount of their Money Purchase Account shall be transferred to:
 - (A) an insurance company for the purchase of an immediate life annuity or deferred life annuity commencing no later than the last date on which a person is allowed under the Income Tax Act to start receiving

- a pension from a registered pension plan, in a form acceptable under Revenue Rules; or
 - (B) A locked-in retirement account or life income fund as prescribed by the Pension Benefits Standards Act.
- (ii) In the event of the death of a Member prior to retirement or other termination of employment, there shall be paid to the Spouse, or if no Spouse then to the Beneficiary the amount of the Money Purchase Account; provided however, that if the amount is payable to the surviving Spouse of the Member, the Spouse must elect that the lump sum shall be:
- (A) transferred to an insurance company for the purchase of an immediate or deferred life annuity provided payment of the annuity commences no later than the last date on which a person is allowed under the Income Tax Act to start receiving a pension from a registered pension plan, or
 - (B) transferred to the Spouse's registered locked-in retirement account or life income fund as prescribed by the Pension Benefits Standards Act.
- (iii) In the event of termination of employment of a Member before retirement for reasons other than death, the amount of a Member's Money Purchase Account shall be transferred to:
- (A) an insurance company for the purchase of an immediate life annuity or deferred life annuity provided payment of the annuity will not commence before the earliest date on which the Member was entitled to retire under the Plan, or
 - (B) A locked-in retirement account, or life income fund as prescribed by the Pension Benefits Standards Act.

SECTION 22. ADMINISTRATION

(a) Plan Summary

The Trustees shall provide each Employee with a written explanation or summary of the terms and conditions of the Plan and amendments thereto applicable to them, together with an explanation of the rights and duties of the Employee with reference to the benefits available to them under the terms of the Plan, within the applicable time period prescribed under the Pension Benefits Standards Act.

(b) Notice of Amendment

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

(c) Annual Statement

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

(d) Statement on Termination of Employment or Membership

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

(e) Inspection of Documents

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

APPENDIX A

SUPPLEMENTARY GROUP LIFE INSURANCE

(a) Eligibility

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

(b) Benefit

In the event of the death of a Member who is eligible for supplementary group life insurance, prior to his actual retirement date, there shall be payable to his Spouse the amount of the life insurance benefit for which the Member is eligible.

(c) Amount of Benefit

The amount of benefit in respect of an eligible Member shall be the excess, if any, of the actuarial value of the Previous Benefit as described below over the amount payable under Section 12 as of the date of death of the Member.

(d) Previous Benefit

The Previous Benefit is equal to one-half of the Retirement Benefit that would have been payable to the Member commencing on his normal retirement date calculated in accordance with Section 8 of the Plan, and without adjustment under Section 8 (c) assuming that the Member had continued as a Member of the Plan until his Normal Retirement Date and that his Annual Earnings and the Yearly Maximum Pensionable Earnings Limit in effect at the date of his death had continued at the same level until his Normal Retirement Date.

(e) Actuarial Value

The Actuarial Value of the Previous Benefit shall be calculated on the basis and assumptions adopted by the Board of Trustees for this purpose.

(f) Construction

The "Plan" is the Simon Fraser University Pension Plan for Members of the Administrative and Union Staff as in force from time to time. This Appendix is for reference purposes only, and is not a part of the Plan. Capitalized items used in this Appendix and not defined herein shall have the meanings respectively ascribed to them in the Plan.

May 24, 2000