Machinists, Fitters & Helpers Local 3

Pension Plan

Address all plan inquiries to the Administrator:

D.A.TOWNLEY

160 – 4400 Dominion Street
Burnaby, British Columbia V5G 4G3

Telephone (604) 299-7482
Facsimile (604) 299-8136
BC Toll Free 1-800-663-1356

E-mail: pensions2@datownley.com

March 2015

Important Notice:

This booklet describes the Plan in a simple and easy to read manner. It is a summary of those parts of the Machinists, Fitters & Helpers Local 3 Pension Plan that most often attract questions. The booklet does not purport to be the full text of the Plan.

There is a complete Plan Text and a Trust Agreement which contain all of the provisions of the Plan. You may view a copy of these documents at the office of the Plan Administrator. If there is any omission in this booklet or a conflict between this booklet and the wording in the Plan Text and Trust Agreement, the Plan Text and Trust Agreement will prevail.

The provisions of the Plan may be amended from time to time, although no amendment can be made that would allow for any part of the Fund to be diverted to purposes other than for the exclusive benefit of Participating Employees, their eligible Spouses and other beneficiaries.

The Plan is regulated and administered in accordance with the Income Tax Act Canada (Registration No. 0385245) and the B.C Pension Benefits Standards Act (Registration No. P085672).

This booklet reflects a summary of the rules that were in place in March 2015.

Table of Contents

Purpose of the Plan

The Machinists, Fitters & Helpers Local 3 Pension Plan **(Plan)** came into effect January 1, 1975.

The purpose of the Plan is the provision of retirement benefits to Participating Employees on their retirement from employment. The Plan also provides benefits to Participating Employees who terminate their membership in the Plan prior to retirement, either by death, disability, or termination of employment under the terms of the applicable collective agreement.

This Plan is operated on your behalf by 5 Trustees who are all appointed by the Machinists, Fitters & Helpers Industrial Union Local No. 3 **(Union).** The Plan is governed by a Trust Agreement which sets out the duties and responsibilities of the Trustees and by the Plan Text which sets out all the provisions of the Plan, including eligibility for benefits and the amount of benefits that are payable under various circumstances.

The Plan is a specified multi-employer defined contribution pension plan, where collective agreements between the Union and many employers specify that an hourly contribution must be paid to a pension plan.

Each year you will receive a statement of your benefits under the Plan accumulated to date. You can verify that the proper contributions have been made by your Employer by examining this statement. You must inform the Administrator if there are any discrepancies or errors in your statement of benefits within 3 months of receiving your statement.

Eligibility

Each person who is working under the terms of a collective agreement between a signatory employer **(Participating Employer)** and the Union shall automatically participate in the Plan. Officers and staff members of the Union may also be eligible to participate in the Plan.

An enrolment card must be completed by each Participating Employee and submitted to the Administrator.

If I am eligible, do I HAVE to join?

Yes.

How is the Plan run?

This Plan is governed by a Board of Trustees, all of whom are appointed by the Union.

<u>The current Trustees of your Plan are:</u>

- Ron Wickett (Chair)
- Neil Fraser
- Andy Little
- John Paterson
- Michael Carlow

The Trustees have appointed the following service providers to assist them in the operation of the Plan:

Role	Service Provider	Responsibilities
Administrator	D.A. Townley	Keeps records of your hours and contributions and calculates benefits under the Plan.
Custodian	CIBC Mellon	Holds the pension fund assets and invests them following instructions from the Investment Manager. All contributions are transferred to the Custodian, and all benefits are paid by the Custodian
Investment Manager	Leith Wheeler Investment Counsel	Makes investment decisions within guidelines and objectives set by the Trustees

How are Plan assets invested?

Contributions received by the Administrator are deposited in a trust fund held by the Plan's Custodian.

The money is invested by Leith Wheeler Investment Counsel, the professional Investment Manager appointed by the Trustees.

Leith Wheeler Investment Counsel selects investments for the Plan, within the guidelines and restrictions established by the Trustees. The investment guidelines are set out in a Plan's Statement of Investment Policies and Procedures. All Participating Employees are entitled to view a copy of this document which is held at the office of the Administrator.

Plan expenses

There are certain operational expenses associated with the Plan. These include fees paid out of the Plan to the Administrator, Custodian, Investment Manager, Consultant and Auditor as well as other regulatory fees and expenses that may be payable.

The interest that is credited to your account at each year end is net of all Plan expenses. Details of Plan expenses can be found in the Plan's annual audited financial statements, a copy of which is held at the office of the Administrator.

Contributions

How much does my Employer contribute to the Plan?

Every month each Participating Employer contributes at the rate stipulated in the collective agreements for each hour a Participating Employee works.

Am I required to contribute to the current Plan?

No.

May I make voluntary contributions to the Plan?

Yes, if you are working for a Participating Employer, you may make a tax-deductible voluntary contribution through a payroll deduction. If you prefer to transfer a lump-sum amount, please ask the Administrator for transfer forms. Voluntary contributions are not locked-in to the Plan, unless they have been transferred in from another pension plan.

The Canada Revenue Agency allows only a certain amount of contributions to retirement plans. You will need to make sure that your contributions for any calendar year (including your RRSP contributions, the contributions made to this Plan by your employer on your behalf, and your voluntary contributions) do not exceed the lesser of:

- 18% of your earnings for the year; or

- the Money Purchase Limit for the year under the Income Tax Act ($24,930 for 2014),

You will be issued a tax receipt for your additional voluntary contributions.

Every time you make a voluntary contribution to the Plan, the amount of contributions that you can make to your personal RRSP is affected. Each year, your Employer will issue you with a T4 that shows your "pension adjustment" or "PA". Your PA will be deducted from your allowable RRSP room.

You may make full or partial withdrawals from your Voluntary Account at any time.

With the Trustees' prior approval, the Plan will accept transfers from either a Registered Retirement Savings Plan **(RRSP)** or another registered pension plan as a voluntary contribution. Should the money transferred from such a registered vehicle be subject to lock-in provisions of applicable pension legislation or under the provisions of the Plan from which the money is being transferred, the money will continue to be subject to those lock-in provisions.

Do my contributions earn interest?

Yes. Interest is credited to your accounts at a rate equal to the rate the Plan assets earn, less the costs of running the Plan. The rate of interest can be positive or negative.

What does "locked-in" mean?

Locked-in money can only be used to buy you retirement income. It will not be available to you in cash, except in very limited circumstances.

All monies contributed by your Participating Employer to the Plan since January 1, 1993 and any interest earned on those contributions are locked in.

Are any pension contributions not "locked-in"?

All contributions made to the Plan by a Participating Employer on a Participating Employee's behalf prior to January 1, 1993, plus the interest earned on those contributions, as well as all voluntary contributions, can be taken in cash or transferred to a non locked-in RRSP. Note that you must pay income tax on any cash payment you receive from the Plan.

B.C. pension law also provides a number of limited exceptions to the locking-in rules e.g. if you have a small account balance or if you have a considerably shortened life expectancy due to terminal illness or disability. If you have a question regarding the locking-in rules, please contact the Plan Administrator for further details, or see the BC Office of the Superintendent of Pensions website: http://www.fic.gov.bc.ca/pdf/Pensions/FAQs.pdf

What does "vested" mean?

You are "vested" once you are entitled to benefits in the Plan. New pension regulations, expected in 2015, will mandate that all Participating Employees are vested as soon as they join a pension plan. Currently, employees who join the Plan become vested after they have completed more than 350 covered hours of employment with a Participating Employer(s) in a year. All Participating Employees who are over age 65 are vested.

How is my retirement benefit calculated?

Your retirement benefit cannot be calculated until your date of retirement since it is the total of contributions made by your Participating Employer(s) to the Plan, any voluntary contributions you have made and the total amount of interest (which may be negative) earned on those contributions. You and your Spouse have a right to a retirement statement outlining your benefit and your options. Once you advise the plan administrator of the date you wish to retire, the administrator will send a retirement statement explaining the choices available to you. You may choose that your retirement benefit be:

- transferred to a Registered Retirement Savings Plan **(RRSP)**;

- used to buy a Registered Retirement Income Fund **(RRIF)**;
- used to buy a Life Income Fund **(LIF)**; or
- used to buy an **annuity**, which will provide you with retirement income.

When can I receive my retirement benefit?

You may take a retirement benefit from this Plan at any time on or after your 55th birthday, if you have retired from active employment with a Participating Employer. Under Canadian tax law, you must retire from the Plan before the end of the year in which you turn 71. You may also retire if you have accumulated 30 years of service.

What if I retire and am later re-hired by a Participating Employer?

Provided you are under age 71, you will be treated as a new member of the Plan. Canadian tax rules prohibit a member from accruing pension benefits after the year he turns 71.

Retirement Options

RRSP

What is a RRSP?

RRSPs are retirement plans registered with Canada Revenue Agency.

Can I withdraw income from a RRSP?

This depends on whether the plan is "locked" or "unlocked".

All contributions that were locked-in in the Plan will remain locked-in, once transferred to a RRSP.

If you wish to withdraw income from a RRSP, you may convert the funds into an income stream by purchasing an annuity or transferring the money to buy a RRIF or LIF as explained below.

RRIF

What is a RRIF?

A RRIF is a registered retirement vehicle into which your money can be transferred to maintain its registered (i.e. tax-exempt) status.

RRIFs were introduced to provide flexibility to individuals who have saved for retirement in a RRSP but who do not wish to purchase a life annuity.

A RRIF provides you with the ability to manage your own retirement savings since you may select the investments as well as the amount you take out as income (provided it is above a minimum set by the Canada Revenue Agency).

If you choose a RRIF, then you must receive payments each year (starting no earlier than age 55 and no later than December 31 of the year you turn 71). Once you reach 71, you must withdraw a certain amount each year. There is however, no maximum payment level. Payment levels can be changed at any time.

Can I transfer my retirement benefit to buy a RRIF?

Only **non-locked** in money from your accounts can be transferred to a RRIF.

As outlined above, unlocked money includes any voluntary contributions that you have made to the Plan and all contributions that your Participating Employer(s) made to the Plan on your behalf before 1993, together with interest earned on those contributions.

Employer contributions made from 1993 onward are locked-in and may be transferred to a LIF or used to purchase an annuity.

LIF

What is a LIF?

A LIF is a locked-in RRIF and is an investment instrument used to hold and pay out pension funds upon retirement. LIFs allow you to convert your retirement savings into retirement income.

A LIF provides an alternative to the traditional annuity purchased from an insurance company. It provides you with the ability to maintain control over pension capital, its investment and the flow of income.

A LIF is created by transferring your locked-in pension assets from the Plan (starting not earlier than age 55 or later than December 31 of the year you reach age 71).

How are the funds invested?

You have the option to select investments, subject to the rules for investments of a LIF. Further details of these rules are available from Canada Revenue Agency. The interest on a LIF accumulates tax-free until funds are paid out.

When can I access my money in a LIF?

A LIF cannot be cashed out in one lump sum. It must be used to provide retirement income for your lifetime.

By purchasing a LIF, you have some flexibility in the amount of income you receive in any given year, however, legislation sets both an annual minimum and a maximum range for the payments you can receive. The intention is that there should be sufficient money in the fund to provide income for your lifetime.

The *Pension Benefit Standards Regulation* prescribes the maximum annual withdrawal amount and the financial institution holding your LIF will advise you of the exact withdrawal amounts at the beginning of each year. You then choose the level of income that you wish to withdraw for the year.

Factors that impact the permitted withdrawal amounts include your age and the balance of your account at the time the amounts are being calculated.

Further information in relation to LIFs and maximum annual withdrawal amounts can be found on the website of the Pension Department of the Financial Institutions Commission of BC **(FICOM)** at: http://www.fic.gov.bc.ca

Where do I get a LIF?

Any financial institution offering a LIF in BC must be listed on the Superintendent of Pension’s list of financial

institutions for the purpose of the LIF. This list is located on the FICOM website at:
http://www.fic.gov.bc.ca/web_listings/pensions.aspx

Do I have to purchase a life annuity once I reach a certain age?

No. This requirement has been abolished in BC. You may purchase a life annuity with some or all of the LIF funds at any age, but this is optional.

ANNUITY

What is an annuity?

An annuity is a retirement vehicle that provides you with continuing monthly income at a level that is dependent on the total amount of money in your accounts, annuity rates at the time you retire, your age, and the form of payment that you choose.

How long does my annuity continue?

This depends on the form of annuity that you purchase.

If you purchase a **life annuity** at retirement, it will provide you with monthly payments until your death.

You can also choose a **life annuity with a guarantee period.** Payments can be guaranteed for 5, 10 or 15 years. If you die before the end of the guarantee period, payments will continue to be made to your beneficiary until the period has expired. If you live longer than the guarantee period, you will continue to receive payments until you die.

Another option is a **joint and survivor annuity.** Under this type of annuity, you will receive a monthly income for your life and when you die, payments will continue to your Spouse at a specified level for the remainder of his or her lifetime. You can choose the level of income that your Spouse will receive, either equal in size to the payment you received or at a lesser level.

If you have a Spouse, you must, by law, receive your “locked-in” retirement benefit in the form of a **joint and survivor annuity** with at least 60% of the pension amount continuing to your Spouse. A joint and survivor

60% annuity will provide you with a monthly income for life and, should you pass away before your Spouse, your Spouse will then receive monthly payments for the remainder of his or her life, equal in value to 60% of the amount that was being paid to you during your retirement. Your Spouse can choose to waive his or her right to this mandatory form, and allow you to choose some other form of income. The Trustees strongly suggest that your Spouse obtain independent legal advice before completing any waiver.

Under existing BC legislation, “Spouse” means in relation to another person:

(a) a person who at the relevant time was married to that other person, and who if living separate and apart from that other person at the relevant time, did not live separate and apart for longer than the 2 year period immediately preceding the relevant time; or

(b) if paragraph (a) does not apply, a person who was living and cohabiting with that other person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, and who had been living and cohabiting in that relationship for a period of at least 2 years immediately preceding the relevant time.

Application for retirement benefit

Your application for retirement involves a number of steps.

Once you decide to retire, please contact the Administrator 3 months in advance of your retirement date. The Administrator will provide you with an estimate of your retirement benefit and your options for payment.

You must complete all of the paperwork and the application form and return these to the Administrator at least 30 days prior to your retirement date. If the paperwork is not submitted to the Administrator in time, your pension transfer will be deferred past your retirement start date.

Other sources of retirement income

Most Canadians are entitled to Old Age Security (OAS) payments and Canadian Pension Plan (CPP) payments, but the amount you will receive will depend on your earnings while you were working, how long you lived in Canada, the age at which you retire and your income level once you retire. In addition to OAS and CPP, if you have a low income after you retire, you may be eligible to also receive a Canadian government benefit called the Guaranteed Income Supplement (GIS).

The average OAS payment in 2013 was approximately $6,200/year. The maximum payment of OAS and GIS if you have no other income and if you start payments at age 65, is approximately $15,600/year for 2014. The benefit is larger if you delay receiving payments until you are older.

If you have been working and contributing to the Canada Pension Plan (CPP), you will also receive a CPP benefit. The amount of pension available depends on how much and for how long you contribute to the CPP. If you worked most years between the ages of 18 and 65 and earned at least $50,000 each year, then at age 65, you will receive a CPP retirement pension of approximately $12,000 annually.

Both OAS and CPP are fully indexed to the cost of living.

CPP also provides disability and survivor benefits. Your Spouse will also be entitled to OAS and may be eligible for CPP as well. Both these benefits are administered by Human Resources and Skills Development Canada. For further information regarding these benefits, visit their website at www.ServiceCanada.gc.ca or call toll free at 1-800-277-9914.

Termination Of Plan Membership Before Retirement

What does "terminated" mean?

Your membership in the Plan will be deemed to have terminated if during one calendar year, your Participating Employer(s) has remitted less than a total of 350 covered hours of employment on your behalf, or if you have ceased employment with a Participating Employer for a period of one Plan Year.

If this happens, then you will be entitled to receive your accumulated pension in full, provided you are vested. You will be entitled to a termination statement which will state your benefit and your options. You are also eligible to withdraw your entitlement if you are vested and if you have worked less than 100 hours in the past six months.

What happens to my pension funds if I stop working for a Participating Employer?

Once you have not worked for any Participating Employer for the past six consecutive months, you have a choice. You may:

(a) leave your contributions in the Plan to earn interest at the Plan net rate of return, to withdraw at a later date. You must withdraw your benefit by the end of the calendar year in which you reach age 71; or

(b) transfer the accumulated value of your contributions to a locked-in RRSP or, under certain statutory conditions, to another pension plan or to purchase a deferred life annuity or a LIF.

If you choose option (a), interest will be credited to your balance from year to year until you transfer out your funds. <u>Be sure to notify the Administrator of any address changes so that they may keep you informed.</u>

Members who did not vest are entitled to a cash refund of any voluntary contributions they made to the Plan, or a transfer of those funds to their RRSP.

What happens to my voluntary contributions?

As long as they remain in the Plan, they will be credited with interest as set out above. If you wish to withdraw from your voluntary account, you may do so at any time.

What if I am terminated and am now re-employed by a Participating Employer?

If you withdrew your contributions from the Plan, you will be treated as a new member.

If you were a vested Participating Employee when you terminated, and you left your contributions in the Plan, then you will be entitled to those benefits that vested with you prior to your date of termination and you will automatically be vested in benefits that will accrue subsequent to your date of re-employment.

Disability Before Retirement

What happens to my pension should I become disabled?

The Plan allows for disability benefits to vest in Participating Employees in the Plan.

Should the Trustees determine that you are totally and permanently disabled (as defined in the Plan) before you are eligible to retire, you can apply to transfer your balance to an annuity which will provide you with monthly income.

Death Before Retirement

What is the death benefit if I die before retirement?

The death benefit is equal to the sum of

(a) your Participating Employer(s) contributions, with interest; and

(b) any voluntary contributions you may have contributed to the Plan, with interest.

Your Spouse or legal representative is entitled to a death benefit statement if you die before retirement, which will outline the amount of death benefit.

If you have a Spouse and she or he has not filed a Spousal waiver, your Spouse may elect to transfer the sum of (a) and (b) to a locked-in RRSP or, under certain statutory conditions, to another pension plan or use it to purchase a deferred life annuity or LIF. He or she can also use it to buy an annuity to provide lifetime retirement income. The voluntary contributions and pre-1993 Employer contributions are not subject to locking-in regulations, and so can be transferred to a regular RRSP, a RRIF or taken in cash.

If you do not have a Spouse, or if your Spouse has filed a Spousal waiver, your beneficiary (or your estate) will receive the total sum of your account with interest to date of pay-out. This money will be taxable.

What is the death benefit if I die after retirement?

The benefit payable depends on the form of retirement option that you chose at the time of your retirement. For example, if you elected a life annuity with a guaranteed period, and you die prior to the expiry of the guaranteed period, then your beneficiary will receive the monthly pension until the end of the guaranteed period. If you chose a LIF, the balance in the LIF will be paid to your surviving Spouse, or where there is no Spouse, to your nominated beneficiary.

Pension Protection

Your pension is protected by several laws which prevent you and any creditors from using it for purposes other than retirement income for you and your Spouse. As described in the locking-in section above, most contributions to the plan are locked-in to be used only as income in retirement.

Also, pension benefits under the Plan cannot be assigned, charged, anticipated or given as security other than on marriage breakdown or the ending of a common-law relationship.

A member cannot surrender or commute their benefit during their lifetime, or the lifetime of their Spouse, except where the Spouse has surrendered a death benefit to a dependant beneficiary, or in cases of shortened life expectancy or a small benefit.

For more information, see the BC Office of the Superintendent of Pensions website:
http://www.fic.gov.bc.ca/pdf/Pensions/FAQs.pdf

Marriage Breakdown

What happens to my benefits if my marriage breaks down?

In the event of marriage breakdown, pension benefits are subject to division in accordance with applicable provincial property laws.

Pensions are “family property” under the *BC Family Law Act*. The division of family assets, including pension credits, comes under that legislation. Part 6 of the *Family Law Act* provides detailed procedures for valuing and dividing a pension after a marriage breakdown.

BC pension law permits the division of pension assets by a court order or an agreement between the parties. Matrimonial property orders made by a Court in BC or elsewhere in Canada are enforceable against pension assets or payments.

Your former Spouse has enforceable legal rights to a share in the benefits of the Plan and BC legislation outlines what the Plan is required to do in order to protect his or her rights and your rights. In particular, the Plan Administrator must provide your former Spouse with a written statement that outlines the transfer options that are available to him or her.

The Trustees strongly recommend that you seek your own legal advice regarding division of your pension entitlement.

Can the Plan be changed or terminated?

Yes, the Trustees have discretion to change the Plan. You will be notified of any changes that are made.

At the direction of the Union, the Trustees could also cause the Plan to be terminated (closed).

What happens if the Plan is terminated?

In the unlikely event of Plan termination, you would be entitled to the total of all contributions you and your Participating Employer(s) have made to the Plan, with interest. All Participating Employees automatically become vested on Plan termination.

Can a Participating Employer ever get a refund of pension fund money?

No, unless they have over-contributed to the Plan.

How can I learn more about the Plan?

If you have any questions or require clarification of any pension matter, contact the Administrator, at (604) 299-7482 or 1-800-663-1356 by phone, or e-mail the Plan at pensions2@datownley.com.

Also, all Participating Employees and other persons who are entitled to benefits or refunds under the Plan are entitled to review certain documents held by the Plan Administrator. Key information includes:

- Annual Information Returns;
- Financial Statements;
- Plan Texts;
- Plan Amendments; and
- Statement of Investment Policies and Procedures.

If you wish to contact the Trustees, you can write them care of the Administrator's office.

Are benefits taxable?

Yes, once you retire benefits are included in your income for income tax purposes when they are paid (except for lump sums transferred directly to another registered pension plan or RRSP).

Before you retire, each year your employer will provide you with a T4A for any voluntary contributions you made to the Plan in the prior year. Voluntary contributions remitted directly to the Administrator will be reported on a separate T4A issued by the Administrator.

Keeping your beneficiary nomination up to date

When you enrol with the Plan you will need to nominate a beneficiary. When you name someone as your beneficiary, you should advise him or her. When you change your beneficiary, you should advise both parties. You must also inform the Plan Administrator of any changes.

Please note that if you have a Spouse (as defined above) you must nominate that person as your beneficiary.

You can request a member record card from the Union or the Administrator if you wish to change your beneficiary or change your address. Please make sure that you sign and date the card and mail it to the Plan Administrator.

How do I exercise my rights?

It is the responsibility of each Participating Employee, or the beneficiary of the Participating Employee, to make application to the Trustees to receive the benefits to which they are entitled. If no application is received by the Trustees, the Trustees will attempt to contact the person eligible to receive the payment due.

To ensure that your request is processed in a timely manner, you must submit your application within the following timeframe:

Situation	**Maximum time frame**
Retirement	To allow sufficient time for you to review the forms and your various retirement options, please contact the Administrator 3 months in advance of your retirement date. Your **completed paperwork** must be lodged with the Administrator at least 30 days in advance of the first of the month in which your retirement benefits are expected to begin. For example, if you wish to retire on December 1st, your completed paperwork must be filed by November 1st.
Termination benefits election (withdrawal from the Plan)	At least 30 days in advance.

Privacy Policy

The Plan has developed and is continuing to enhance security procedures to safeguard and protect personal information against loss, theft, unauthorized disclosure, copying and unauthorized use or modification. To view our Privacy Policy, make a privacy-related complaint, or learn more about the Plan please contact the Administrator:

D.A.TOWNLEY

160 – 4400 Dominion Street
Burnaby, British Columbia V5G 4G3

Telephone (604) 299-7482
Facsimile (604) 299-8136
BC Toll Free 1-800-663-1356

E-mail: pensions2@datownley.com

Notes