Pension Plan

for the Employees

of

Concordia University

(Effective January 1, 1977

with amendments to July 1, 2013 inclusive)

December 11, 2013

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Section 1 - Introduction

1.1 Effective January 1, 1963, Sir George Williams University established a contributory Pension Plan, first amended on January 1, 1966 and amended and restated on January 1, 1970, for the provision of pension and retirement benefits to its eligible employees (hereinafter referred to singly as the "Prior Sir George Williams Plan").

1.2 Effective April 1, 1973, Loyola College established a contributory Pension Plan for the provision of pension and retirement benefits to its eligible employees (hereinafter referred to singly as the "Prior Loyola Plan").

1.3 As at August 16, 1974, Sir George Williams University and Loyola College were merged into Concordia University (hereinafter referred to as the "University").

1.4 Effective January 1, 1977, the University instituted the Pension Plan for its Employees (hereinafter referred to as "the Plan") which amended and superseded the rules of both the Prior Sir George Williams Plan and the Prior Loyola Plan (hereinafter referred to jointly as the "Prior Plans"). Consequently, the assets of the Prior Plans held and invested under the terms of the prior trust agreements were transferred to the Pension Fund created under the Funding Agreement to implement the provisions of the Plan.

1.5 Notwithstanding any of the provisions of the Plan, no person who was eligible to receive or in receipt of benefits on January 1, 1977 under the provisions of one of the Prior Plans, shall have those benefits reduced as a result of the institution of the Plan.

1.6 Effective April 1, 1982, the Plan was amended to comply with Bill 15, thereby eliminating mandatory retirement.

1.7 Effective January 1, 1983, the Plan was amended to change the definition of Final Average Earnings and Average Yearly Maximum Pensionable Earnings, to improve the benefits of disabled employees, to incorporate certain ad hoc cost of living adjustments, to provide an optional form of pension that integrates with Quebec Pension Plan and Old Age Security benefits, and to provide optional survivor benefits to those postponing their retirement beyond the normal retirement date.

1.8 Effective June 1, 1983, the Plan was amended to improve the benefits of some Members for service prior to January 1, 1977.

1.9 In December 1983, the Plan was restated to incorporate the amendments described in subsections 1.7 and 1.8 above, and to clarify the meaning of certain provisions appearing in earlier plan documents.

1.10 Effective January 1, 1984, the past service benefits described in 1.8 were extended and improved.

1.11 Effective June 1, 1984, an ad hoc benefit improvement of up to 8.5% became effective for those who had retired directly from Active Service and those who were disabled on or before January 1, 1984.

1.12 Coincident with the effective date of the first collective bargaining agreement between the University and the Concordia University Faculty Association, the Plan was amended to give effect to certain of the provisions of the agreement.

1.13 Effective January 1, 1985 the past service benefits described in 1.8 were further improved.

1.14 Effective June 1, 1986 an ad hoc benefit improvement became effective for those who had retired directly from Active Service and those who were disabled before January 1, 1986.

1.15 Effective January 1, 1987, the rates of contributions required for contributory service were reduced and the benefits for contributory service were made subject to a minimum of the sum of the non-contributory benefit plus the value of the accumulated contributions.

1.16 Effective January 1, 1988, benefits payable in case of early retirement or death before retirement were improved, vesting of non-contributory pension credits was reduced to two years of Credited Service and the Plan was amended to give effect to certain provisions of the collective agreement between the University and the Concordia University Faculty Association. Also, the Plan text was restated to incorporate the new amendments and eliminate provisions not applicable to Active Members.

1.17 Effective June 1, 1988, an ad hoc benefit improvement became effective for those who had retired directly from Active Service and those who were disabled before January 1, 1988.

1.18 Effective January 1, 1990, the Plan was amended to satisfy the requirements of the Supplemental Pension Plans Act of Quebec (Bill 116), in particular modifying the definition of Normal Retirement Date to the first day of the month coinciding with or next following attainment of age 65, modifying the death benefit before retirement and providing coverage for part-time Employees.

1.19 Effective June 1, 1990, an ad hoc benefit improvement became effective for Members who had retired directly from Active Service and Members who were disabled before January 1, 1990.

1.20 Effective January 1, 1992, changes were made to recognize new Federal Tax legislation (Bill C-52).

1.21 Effective June 1, 1992, an ad hoc benefit improvement became effective for Members who had retired directly from Active Service and Members who were disabled before January 1, 1992.

1.22 Effective January 1, 1995, election to be a contributory or non-contributory Member may be changed each January 1; also, effective January 1, 1995, deemed Earnings while disabled are automatically indexed.

1.23 Effective June 1, 1995, a guaranteed indexation formula is provided and a provision for an automatic adjustment to Members contributory and non-contributory benefits is added.

1.24 Effective June 1, 1995, additional benefits are provided to Employees who are eligible for benefits under the 1995 Early Retirement Incentive Program.

1.25 Effective January 1, 1996, the termination of employment normal benefits provide for a pension payable from age 65.

1.26 Effective June 1, 1996, additional benefits are provided to Employees who are eligible for benefits under the 1996 Faculty and Librarian Retirement Incentive Plan.

1.27 Effective December 1, 1996, additional benefits are provided to Employees who are eligible for benefits under the 1996 Retirement Incentive Program for Administrative & Support Staff 65-71.

1.28 Effective January 1, 1997, the latest date of pension commencement has been modified to incorporate changes required by the Income Tax Act.

1.29 Effective June 1, 1997, an ad hoc benefit improvement became effective for Members in receipt of a pension on December 31, 1994 who had retired directly from Active Service or as disabled at time of retirement.

1.30 Effective June 1, 1997, additional benefits are provided to Employees who are eligible for benefits under the 1997 Faculty and Librarian Retirement Incentive Plan (FALRIP - 1997) - Phases I, II and III.

1.31 Effective June 5, 1997 and January 15, 1998, the Plan is amended to provide an optional form of pension that provides the replacement of the lifetime pension, in whole or in part, by a temporary pension or by a lump sum.

1.32 Effective July 1, 1997, additional benefits are provided to Employees who are eligible for benefits under the 1997 Early Retirement Incentive Program (ERIP - 1997) - Phases I, II and III.

1.33 Effective January 1, 1998, the normal form of pension was improved for all Active Members not entitled to benefits payable under the retirement incentive programs referred to in 1.24, 1.26, 1.27, 1.30 and 1.32.

1.34 Effective January 1, 1998, vesting of Contributory Pension Credits is granted upon completion of two years of membership (as has been the case for Non-Contributory Pension Credits).

1.35 Effective April 23, 1998, same-sex spouses are granted the same rights as opposite sex spouses.

1.36 Effective June 1, 1998, a provision for additional indexation after retirement based on excess investment earnings is added.

1.37 Effective June 1, 1999, an ad hoc benefit improvement became effective for Members in receipt of a pension on December 31, 1994 who had retired directly from Active Service or were disabled at time of retirement.

1.38 Effective January 1, 2000, the maximum pension payable recognizes the indexation of the maximum pension as permitted by the Income Tax Act.

1.39 Effective January 1, 2000, the contributory and non-contributory pension benefit formula are improved for Active Members.

1.40 Effective June 1, 2000, the Final Average Earnings used in the determination of benefits payable is the best thirty-six (36) consecutive months of earnings.

1.41 For all retirements occurring on or after June 1, 2000, Members may elect the joint and 66 2/3% survivor pension with a guaranteed number of sixty (60) instalments in the amount payable to the Spouse.

1.42 Effective January 1, 2001, the Plan is amended to satisfy the requirements of the Supplemental Pension Plans Act of Quebec (Bill 102).

1.43 The primary purpose of the Plan is to provide retirement benefits to eligible Employees.

1.44 Unless stated otherwise, the terms of the Plan as restated in this text apply to Members whose Active Service terminates after December 31, 2000 or whose pension commences to be paid after that date. Unless stated otherwise, the pension of Members whose Active Service terminated before January 1, 2001 is determined by the terms of the Plan that were in effect at the time of that event.

Section 2 - Definitions

In this Plan text, unless the context otherwise requires,

2.1 "Academic Year" shall mean the twelve-month period beginning on June 1 each year and ending on May 31 of the following year.

2.2 "Active Service" shall mean service while the Member is accruing Credited Service under the Plan.

2.3 "Actuarial Equivalent" shall mean a benefit of equal value computed upon an actuarial basis approved by the Committee on the recommendation of the Actuary and in accordance with Applicable Legislation and the Income Tax Act.

2.4 "Actuary" shall mean a person qualified as a Fellow of the Canadian Institute of Actuaries appointed as the Actuary for the Plan by the Committee.

2.5 “Applicable Legislation” shall mean the Supplemental Pension Plans Act of Québec and the Regulations thereunder, as amended or replaced from time to time.

2.6 "Average Yearly Maximum Pensionable Earnings" for a Member on any date shall mean the average of the Yearly Maximum Pensionable Earnings for the thirty-six (36) calendar months immediately preceding the end of the period with respect to which the Member's Final Average Earnings are determined. Where a Member has less than 36 months of Active Service, the average will be taken over the Member's period of Active Service.

2.7 "Board" shall mean the Board of Governors of Concordia University. The address of Concordia University is 1455 de Maisonneuve Blvd. West, Montréal, H3G 1M8.

2.8 "Committee" shall mean the Pension Committee as defined in Section 14.

2.9 "Commuted Value" shall mean in relation to benefits to which a person has a present or future entitlement, a lump sum amount which is the actuarial present value of those benefits computed according to the assumptions prescribed under the Applicable Legislation and subject to the provisions of the Income Tax Act.

2.10 "Credited Service" shall mean the period of service commencing with the date the Member is admitted to the Plan and ending with the first of the Member's date of retirement, death, termination of service or termination of participation as an active Employee in the Plan in accordance with subsection 3.4, subject to the provisions of Section 4 regarding lay-off or absence, the provisions of Section 17 regarding reciprocal transfers and the provisions of subsection 7.3. Credited Service shall include the years of Credited Service recognized under the Prior Plans. Complete months shall count as an appropriate fraction of a year. No period during which a Member is in receipt of a pension payable under the Plan shall count as Credited Service. For a Member who is not a full-time Employee, Credited Service in a calendar year shall be determined as the ratio of the Member’s actual Earnings during the Plan Year to the Earnings scheduled to be earned by full-time employees in the same employment category, provided that the ratio shall not exceed 1.0.

2.11 "Earnings" shall mean basic annual salary, excluding all stipends, overtime and supplementary earnings. For Members receiving a reduced salary during any period of leave, Earnings shall mean the full base salary as determined by the University. Deemed Earnings in such periods of reduced pay shall not exceed the amount of compensation that is prescribed for this purpose by the Income Tax Act and Regulations.

During a period of disability as defined in Section 5, Earnings will be as determined by Section 5. For a Member who is not a full-time Employee, Earnings shall, for the purpose of determining Final Average Earnings, be annualized which, for a calendar year, shall mean dividing Earnings received by the fraction used for Credited Service for such year.

2.12 "Employee" shall mean a person employed by the University.

2.13 "Equity Fund" at any time shall mean that portion of the Pension Fund which is made up of securities designated as equity fund securities in accordance with the terms of the Funding Agreement.

2.14 "Equity Fund Unit Value" shall mean the unit value of the Equity Fund as determined by the Funding Agency to reflect the change in the value of the Equity Fund through investment income and realized and unrealized capital appreciation as of the end of each month of each calendar year.

2.15 "Final Average Earnings" of a Member on any date shall mean the Member's average Earnings during the period of 36 consecutive months of Active Service which produces the highest such average.

If the Member has less than 36 months of Active Service, the average shall be the average of the Member's Earnings during the Member's period of Active Service.

2.16 "Fixed Income Fund" at any time shall mean that portion of the Pension Fund which is made up of securities designated as fixed income securities in accordance with the terms of the Funding Agreement.

2.17 "Fixed Income Fund Unit Value" shall mean the unit value of the Fixed Income Fund as determined by the Funding Agency to reflect the change in the value of the Fixed Income Fund through investment income and realized and unrealized capital appreciation as of the end of each month of each calendar year.

2.18 "Former Member" shall mean a Member of the Plan who was a member of one of the Prior Plans.

2.19 "Funding Agency" shall mean the trust company, insurance company, or trustees, or successor trust company, insurance company, or trustees, that the Committee may appoint to hold and invest the Pension Fund pursuant to the terms of the Funding Agreement.

2.20 "Funding Agreement" shall mean the agreement entered into between the Committee and the Funding Agency establishing the Pension Fund and governing its management.

2.21 "Income Tax Act" shall mean the Income Tax Act, Statutes of Canada and the Regulations thereunder, as amended and replaced from time to time.

2.22 "Interest" shall mean from January 1, 2001:

a) interest on Member required or excess contributions compounded and allocated annually and calculated at a rate equal to the average rate of return derived from the investment of the Plan assets over the two most recent completed Plan Years, less investment expenses and administration costs, calculated and applied using the method determined by the Committee on the advice of the Actuary; and

b) interest on the payment of a Commuted Value out of the Pension Fund, compounded and allocated annually and calculated from the date at which the Commuted Value was determined to the date of payment, at the same rate as was used to determine the Commuted Value.

For periods prior to January 1, 2001, Interest shall be credited in accordance with the provisions then in effect as shown in Appendix B.

From January 1, 2012, interest on Additional Voluntary Contributions shall be determined in the manner described in paragraph a) above.

2.23 "Member" shall mean an Employee who has been admitted to the Plan and who has an entitlement under the Plan. A Member is an Active Member until the earlier of the Member's date of death, retirement or termination of employment.

Active Membership shall have a corresponding meaning. A Member who is not an Active Member shall be considered a Non-Active Member.

In the Plan text, “Non-Active Members” shall include surviving Spouses and beneficiaries.

2.24 "Pensioner" shall mean a Member who is in receipt of a pension from the Plan.

2.25 "Pension Fund" shall mean the corpus and all earnings, appreciations or additions thereto held under the terms of the Funding Agreement. The Pension Fund shall be invested in accordance with applicable federal or provincial legislation. The fiscal year of the Pension Fund shall be the calendar year.

2.26 "Plan" shall mean this Pension Plan for the Employees of Concordia University. The Plan is a defined benefit plan to which the Member may elect to contribute in accordance with Section 6.

2.27 "Plan Year" shall mean a period from January 1 to December 31.

2.28 "Predecessor Plan" shall mean the YMCA Retirement Fund or the Canadian Government Annuities Plan under Policy no. G2535, or any individual Canadian Government Annuity Contract issued to any Former Member of the Prior Sir George Williams Plan to which a contribution was made by the University.

2.29 "Pre-Retirement Indexation" shall mean, for the purpose of subsection 11.2, 50% of the change in the seasonally unadjusted All Items Consumer Price Index for Canada published by Statistics Canada between the month the Member ceases to be an Active Member and the month the Pre-Retirement Indexation ceases, however the annualized Pre-Retirement Indexation rate cannot be less than 0% or greater than 2%.

2.30 "Prior Plans" shall mean the pension plan for employees of Sir George Williams University having January 1, 1963 as its effective date, and the pension plan for employees of Loyola College having April 1, 1973 as its effective date and the pension plan funded through ManuLife Group Annuity Contract GA-2443.

2.31 "Spouse" shall mean, on the date of determination of marital status, a person who:

(1) is legally married to the Member and is not legally separated from bed and board; or

(2) has been living in a conjugal relationship with an unmarried Member, whether the person is of the opposite or same sex, for a period of not less than 3 years, or for a period of not less than one year if;

a) at least one child is born, or to be born, of their union; or

b) they have adopted, jointly, at least one child while living together in a conjugal relationship; or

c) one of them has adopted at least one child who is the child of the other, while living together in a conjugal relationship.

Marital status shall be determined on the day preceding the date of death of the Member or on the day when the Member commences receiving pension payments, whichever occurs first.

2.32 "Year's Maximum Pensionable Earnings"(Y.M.P.E.) shall have the meaning attached to it in the Quebec Pension Plan at any time.

In the Plan text, unless the context otherwise requires, the singular includes the plural and vice-versa.

In the Plan text, the word "service" shall refer to service with the University or its founding institutions.

Section 3 - Eligibility

3.1 Each Employee in the service of the University on January 1, 1977, who was a member of one of the Prior Plans on December 31, 1976, shall become a Member of this Plan.

3.2 Any other regular full-time Employee who is in the service of the University on January 1, 1977 shall join the Plan as at such date. However, if such an Employee has less than three (3) years of service on January 1, 1977, such Employee may elect not to join until January 1 next following the end of such three-year period.

3.3 Each regular full-time Employee who enters the service of the University after January 1, 1977 shall become a Member of the Plan from the Employee's date of employment; however, a regular full-time Employee who enters the service of the University prior to January 1, 1992 may elect, in writing, not to join until January 1 next following completion of three (3) years of service.

Notwithstanding the preceding and subsection 3.6, a Pensioner who re-enters employment with the University is not eligible to become an Active Member of the Plan.

3.4 From June 1, 1990, each Employee who is not a regular full-time Employee shall become a Member of the Plan on June 1, 1990 if such Employee met the Qualification Requirement in 1989 or on the January 1st following the calendar year in which such Employee meets the Qualification Requirement. Qualification Requirement means 700 hours of work in the service of the University or receipt, from the University, of a remuneration equal to or greater than 35 per cent of the Year's Maximum Pensionable Earnings.

Notwithstanding the preceding and subsection 3.6, a Pensioner who re-enters employment with the University is not eligible to become an Active Member of the Plan.

3.5 No Member may withdraw from the Plan as long as the Member is in the service of the University.

3.6 Any Member whose service with the University is terminated and who later re-enters employment with the University shall thereafter, for all purposes of the Plan, be treated as a new Employee.

Any benefit earned after the date of re-employment shall be calculated based on Active Service and Credited Service after that date.

3.7 Membership in the Plan shall not be construed as conferring any legal rights upon any Employee for a continuation of employment nor shall it interfere with the rights of the University to discharge any of its employees and to treat them without regard to the effect which such treatment might have upon them as Members.

3.8 The Committee will provide each Member and eligible Employee with a written explanation of:

a) the terms and conditions of the Plan and amendments thereto;

b) the Member's rights and duties with respect to the benefits available in accordance with the terms of the Plan as well as a statement of the principal advantages of membership in the Plan; and

c) any information required to be provided to the Member or other persons in accordance with the Applicable Legislation.

3.9 A Member may designate a beneficiary, subject to applicable legal requirements, by giving written notice of such designation to the Committee. A Member may, subject to applicable legal requirements, subsequently change such designation by giving written notice of such change to the Committee. In the absence of an effective designation, the Member's estate shall be deemed to be the beneficiary.

Notwithstanding the above, the pre-retirement death benefit payable under the Plan is payable to the Spouse. If the Member does not have a Spouse, or if the Spouse has waived the rights pursuant to subsection 10.4, then the benefit shall be paid to the beneficiary or estate. Any death benefit payable upon death of a Member after the date on which the pension was to have commenced shall be paid in accordance with the provisions of section 10 or 13.

Section 4 - Temporary Lay-Off or Absence

4.1 Absences approved by the University, leaves during which An Act respecting Labour Standards of Quebec or any other applicable law requires the University to maintain the Member’s participation in the Plan, subject to the payment, if any, of the Member’s required contributions (in this subsection referred to as a “leave authorized by law”), or temporary lay-offs shall not be considered terminations of service. No Credited Service shall accrue to a Member for such a period unless

a) the period is not a period of lay-off nor a leave authorized by law, and either:

- the Member contributes to the Plan the full actuarial value of any benefits earned during the period”, or
- the University elects to recognize Credited Service during the period without requiring special Member contributions, in which case and subject to subsection 6.1, Members who were not contributing before the period shall continue to not contribute during the period and shall earn Non-Contributory Pension Credits, while Members who were contributing before the period shall continue their contributions pursuant to subsection 6.2 and shall earn contributory Pension Credits, or

b) the period is a leave authorized by law. In such case and subject to subsection 6.1, Members who were not contributing before the period shall continue to not contribute during the period and shall earn Non-Contributory Pension Credits, while Members who were contributing before the period shall continue their contributions pursuant to subsection 6.2 and shall earn contributory Pension Credits. Notwithstanding the preceding, if the Member does not receive any Earnings during the period and was contributing to the Plan before the period, he may elect to not make contributions to the Plan during the period, and as such, earn Non-Contributory Pension Credits instead of Contributory Pension Credits.

In any case, for service from January 1, 1991, the maximum period of Credited Service that could be granted in excess of Credited Service granted on the basis of Earnings effectively received or for a period of disability as provided in Section 5 is five years, subject to the maximum being increased by up to three years for periods of parenting as defined in the Income Tax Regulations.

4.2 A Member who accrues Credited Service during a temporary lay-off or other absence shall be deemed to have received the Earnings that would have been received had the Member continued employment with the University on the basis of employment in effect immediately prior to the period of temporary lay-off or absence.

Section 5 - Disability

5.1 A Member who is disabled as certified by a physician and is in receipt of disability payments under the University's long-term disability plan will not be required to make any contributions and will accumulate Contributory Pension Credits whether or not the Member was contributing the day before becoming eligible for the aforesaid disability payment.

Such a person shall be deemed for all purposes of the Plan to retire on Normal Retirement Date, at which point the Member shall cease to accrue Credited Service.

5.2 Where a Member is disabled on Normal Retirement Date and such date is prior to January 1, 1995, the pension payable initially is calculated in accordance with the provisions in effect on such date and supplementary pensions are payable in accordance with section 9 as if the Member had retired from Active Service.

For a Member whose Normal Retirement Date is on or after January 1, 1995, Earnings during a period of disability as defined in subsection 5.1 shall be deemed to be at the rate of Earnings at the time of commencement of disability increased on each January 1 during the period of disability by the rate of increase in the Year’s Maximum Pensionable Earnings.

Section 6 - Contributions

6.1 An Employee elects, when joining the Plan, whether or not to contribute to the Plan. If there is no election, the Employee is deemed to have elected not to contribute. From January 1, 1995, such election may be changed, without retroactive effect, on each January 1.

6.2 Until January 1, 1987, each Member who elects to contribute is required to pay into the Pension Fund, each calendar year, an amount equal to the aggregate of 4% of Earnings received during the year up to the Year's Maximum Pensionable Earnings and 6.25% of Earnings in excess of such Year's Maximum Pensionable Earnings. The University shall deposit all such monies in the Pension Fund during the month following the day they are received.

Effective January 1, 1987, the rate of 4% indicated in the first paragraph is reduced to 3.5% and the rate of 6.25% is reduced to 5% and the value, using the Actuarial Equivalent basis, of the benefit payable at termination of employment or retirement to a Member who has made required contributions shall be at least equal to the sum of the value of the benefit calculated for the Member's total Credited Service using the formula contained in subsection 8.1 (b) for Non-Contributory Pension Credits and the value of the Member's contributions required under Section 6 accumulated with Interest.

Effective January 1, 1996, the rate of 3.5% would be increased to 4.5% and the rate of 5% would be increased to 6% for a calendar year if the actuarial valuation of the Plan conducted as of the beginning of the prior calendar year on the basis of the 3.5%/5% Members contributions and unchanged non-contributory pension credits, results in the minimum total required contribution of the University for current service and past service exceeding 7% of the Earnings of Members for such year. For greater clarity, it is stipulated that the increase of the rates from 3.5% to 4.5% and 5% to 6% is permanent and applies only to such calendar year.

A Member's contributions for any Plan Year shall not exceed the maximum amount permitted by the Income Tax Act and Regulations for that Plan Year.

6.3 No Member shall contribute while in receipt of a pension payable from the Plan.

6.4 Contributions to the Pension Fund shall be made by the University within such periods of time and in at least such amounts as are prescribed by Applicable Legislation and as are recommended by the Actuary on the basis of an actuarial valuation of the benefits accrued for service in the current year and recognition of contributions by Members.

6.5 The University may reduce its contributions that would otherwise be required to the extent that the value of the assets of the Pension Fund exceeds the amount of the liabilities of the Plan.

Section 7 - Retirement Date

7.1 The Normal Retirement Date is the first day of the month coinciding with or next following the day on which the Member attains age 65.

7.2 A Member may elect to retire on the first day of any month within ten (10) years prior to Normal Retirement Date.

7.3 A Member may continue in the University's employ after Normal Retirement Date unless dismissed, suspended or retired by the University for good and sufficient cause. However, the University shall not dismiss, suspend or retire a Member on the grounds that the Member has reached or passed a certain age or a certain number of years of service.

Upon reaching Normal Retirement Date, a Member may elect in writing to cease to accrue Credited Service under the Plan, in which case the Member shall not be allowed to contribute to the Plan.

The pension of such a Member shall not commence until the Member retires, subject to subsections 7.4, 7.5 and 7.6.

7.4 A Member who has passed Normal Retirement Date may, upon request and with the consent of the University, be treated as retired for all purposes of the Plan. The Member's pension shall commence as of the deemed date of retirement.

7.5 Where the Earnings of a Member who has postponed retirement beyond Normal Retirement Date are reduced after April 1, 1982, the Member shall receive upon request made no more frequently than once in any twelve month period, the payment of part or all of the Member's pension up to the amount by which the Member's Earnings have been reduced. Once in receipt of a pension payable from the Plan, a Member shall cease to contribute to the Plan, and shall no longer accrue Credited Service.

7.6 Effective January 1, 2007, a Member who continues in the University's employ after Normal Retirement Date shall be deemed, for purposes of this Plan, to retire no later than the 1st of December of the year in which age 71 is attained.

Section 8 - Retirement Benefits

8.1 Subject to subsection 6.2, each Member who retires (or is deemed to have retired) on Normal Retirement Date shall receive an annual pension payable from that date equal to the aggregate of the following:

a) Contributory Pension Credits:

In respect of each year of Credited Service after January 1, 1977, during which the Member has elected to make the required contributions to the Plan

i) 2% of Final Average Earnings
less
ii) 0.7% of Final Average Earnings up to the Average Yearly Maximum Pensionable Earnings

Effective January 1, 2000, for Active Members not entitled to additional benefits under Sections 18, 19, 20, 21, 22, 23 or 24, subsection 8.1 a) ii) shall be replaced by:

ii) 0.5% of Final Average Earnings up to the Average Yearly Maximum Pensionable Earnings.

b) Non-Contributory Pension Credits:

In respect of each year of Credited Service after January 1, 1977, during which the Member has elected not to make required contributions to the Plan

i) 1.1% of Final Average Earnings
less
ii) 0.35% of Final Average Earnings up to the Average Yearly Maximum Pensionable Earnings

Effective January 1, 2000, for Active Members not entitled to additional benefits under Sections 18, 19, 20, 21, 22, 23 or 24 subsection 8.1 b) ii) above shall be replaced by:

ii) 0.25% of Final Average Earnings up to the Average Yearly Maximum Pensionable Earnings.

except that the rate of 1.1% in paragraph (i) would be reduced to 1% for a calendar year if the actuarial valuation of the Plan conducted as of the beginning of the prior calendar year on the basis of the 3.5% /5% Members contributions and unchanged non-contributory pension credits, results in the minimum total required contribution of the University for current service and past service exceeding 7% of the Earnings of Members for such year. For greater clarity, it is stipulated that the reduction of the rate of 1.1% to 1% is permanent and applies only to such calendar year.

c) Past Pension Credits - for Former Members of the Prior Sir George Williams Plan or Former Members of the Prior Loyola Plan:

1) Contributory Past Pension Credits:

i) 2% of Final Average Earnings for each year of Contributory Credited Service prior to January 1, 1977

less

ii) 0.7% of Final Average Earnings up to the Average Yearly Maximum Pensionable Earnings for each year of Contributory Credited Service between January 1, 1966 and January 1, 1977.

Effective January 1, 2000, for Active Members not entitled to additional benefits under Sections 18, 19, 20, 21, 22, 23 or 24, subsection 8.1 c) 1) ii) above shall be replaced by:

ii) 0.5% of Final Average Earnings up to the Average Yearly Maximum Pensionable Earnings for each year of Contributory Credited Service between January 1, 1966 and January 1, 1977.

2) Non-contributory Past Pension Credits:

For each year of Non-Contributory Credited Service prior to January 1, 1977

i) 1.1% of Final Average Earnings

less

ii) 0.35% of Final Average Earnings up to the Average Yearly Maximum Pensionable Earnings.

Effective January 1, 2000, for Active Members not entitled to additional benefits under Sections 18, 19, 20, 21, 22, 23 or 24, subsection 8.1 c) 2) ii) above shall be replaced by:

ii) 0.25% of Final Average Earnings up to the Average Yearly Maximum Pensionable Earnings.

d) For the purposes of calculating Past Pension Credits, Credited Service of a Member shall commence at the earlier of

i) the date on which the Member last joined the Concordia Pension Plan, a Prior Plan, or a Predecessor Plan;

ii) January 1 of the second calendar year following the calendar year in which the most recent period of permanent full-time employment at the University or its Predecessors commenced, but not prior to January 1, 1960.

Contributory Credited Service shall include any period of Credited Service during which contributions were made to ManuLife Group annuity Contract GA-2443 and Non-Contributory Credited Service shall be any other period of additional Credited Service granted under this subsection 8.1 d).

e) Pension benefits as defined in this subsection shall be reduced by any pension benefits payable under a Predecessor Plan. They shall not be reduced by any benefit payable on account of supplementary contributions paid by or on account of the Member to the YMCA Retirement Fund, or any pension benefits payable for years of service that are not counted as Credited Service.

f) In no event shall the benefit accrued in a calendar year under subsection 8.1 result in a pension adjustment as defined under the Income Tax Act in excess of the limits prescribed by the Income Tax Act.

8.2 a) Should a Member elect to retire before Normal Retirement Date in accordance with subsection 7.2, the annual pension shall be calculated in accordance with sub-paragraphs i) of subsection 8.1 and shall be reduced by 1/6% for each month by which actual retirement date precedes Normal Retirement Date.

b) If a Member is in Active Service and has completed ten (10) years of service when the Member elects to retire in accordance with subsection 7.2, the annual pension shall be calculated in accordance with sub-paragraphs i) of subsection 8.1.

c) The annual pension payable in accordance with 8.2 a) or 8.2 b) shall be reduced by any pension benefits payable under a Predecessor Plan and shall be further reduced, from the Pensioner's sixty-fifth (65) birthday, by the applicable adjustment factor referred to in sub-paragraphs 8.1 a) ii), 8.1 b) ii), 8.1 c) 1) ii) and 8.1 c) 2) ii), on the basis of the amount of pension payable at the date of retirement for Members who retire prior to June 1, 1995 and for Members who retire under the ERIP described in Section 18, and on the basis of the pension as increased to age 65 in accordance with subsections 9.2 and 9.4 for other Members.

The annual lifetime pension relative to post-1991 Credited Service shall be reduced by 0.25% for each month by which payment of the pension precedes the earlier of attainment of age 60 and the month when the sum of the age and the years of early retirement eligibility service with the University, as defined by the Income Tax Act, would have equaled 80 if service had continued.

8.3 The annual pension of a Member who retires or is deemed to retire after the Member's Normal Retirement Date shall be the greater of:

a) the pension calculated in accordance with subsection 8.1, and

b) the pension which the Member would have received if the Member had retired on Normal Retirement Date, revalorized as described in Appendix A.

8.4 The maximum lifetime annual pension payable under the Plan at retirement, termination of employment or termination of the Plan shall not exceed the lesser of:

a) $1,722 or such greater amount prescribed for this purpose by the Income Tax Act, times the number of years of Credited Service, and

b) an amount that is the product of:

- 2% per year of Credited Service, and
- the Final Average Earnings.

In the case of a Member retiring prior to the attainment of age 60, the maximum lifetime pension amounts defined in this subsection 8.4, relative to service after 1991, shall be reduced by 0.25% for each month by which payment of the pension precedes the earlier of attainment of age 60 and the month when the sum of the age and the years of early retirement eligibility service, as defined by the Income Tax Act, with the University would have equaled 80 if service had continued.

In the case of a Member retiring after the attainment of age 65, the revalorized pension described in Appendix A must not exceed the Actuarial Equivalent of the maximum pension described in paragraphs 8.4 a) and b) payable from the Normal Retirement Date.

For the purpose of this subsection, a maximum of 35 years of Credited Service can be counted for service prior to 1992.

8.5 In addition to the lifetime pension defined under subsection 8.2 which is subject to the maximum defined in subsection 8.4, an annual pension can be paid from the date of retirement until attainment of age 65. This additional annual pension amount shall not exceed the sum of the maximum benefits payable to the Member under the Canada Pension Plan or Québec Pension Plan as applicable and the maximum Old Age Security benefit payable to individuals aged 65 as at the Member's pension commencement date, reduced proportionately in the case of a Member who has completed less than 10 years of service as a Member as at that date. This maximum additional benefit so determined shall be further reduced by ¼ of 1% for each month by which the Member's pension commencement date precedes attainment of age 60.

8.6 Notwithstanding subsection 8.4 and subsection 8.6, the annual pension payable prior to age 65 in respect of service after December 31, 1991, shall not exceed a) plus b) as follows:

a) $1,722 or such greater amount prescribed for this purpose by the Income Tax Act, times the number of years of Credited Service after December 31, 1991; plus

b) 1/35th of 25% of the average of the YMPE for the year of retirement and each of the 2 immediately preceding years, multiplied by the number of years of Credited Service after December 31, 1991, not exceeding 35 years.

8.7 If the Commuted Value of the Member's annual pension is less than 20% of the YMPE in the year of the Member's retirement, or such other amount as may be prescribed for this purpose by the Applicable Legislation, the Member shall receive a lump sum payment equal to such Commuted Value.

Section 9 - Supplementary Pensions

9.1 Until June 1, 1995, pensions payable have been increased in accordance with the provisions then in effect.

9.2 On June 1, 1995 and on each June 1 thereafter, all pensions payable to a Member who, prior to June 1, 1995 retired from Active Service or while in receipt of payments under the University's long-term disability plan and all pensions payable as a result of a Member's death, termination of employment or retirement occurring on or after June 1, 1995 shall be increased by a percentage rate equal to the percentage rate of increase in the Consumer Price Index (C.P.I.) in the prior calendar year less 2%, subject to a maximum increase on any June 1 equal to the average annual percentage market value rate of return of the pension fund over the prior 5 calendar years less 5%; however, any reduction caused by the application of this maximum will be reinstated in a later year to the extent that the maximum formula exceeds the formula of increase in C.P.I. less 2%. Also the rate of increase shall be reduced on a prorated basis for pensions which have been payable for less than 12 months during the prior calendar year.

9.3 On June 1, 1997, all pensions payable to Members in receipt of a pension on December 31, 1994 who had retired directly from Active Service or while in receipt of payments under the University's long-term disability plan shall be increased by 1% (one percent) for each complete year (prorated for each fraction of a year) between the Member's date of retirement and December 31, 1996.

9.4 On June 1, 1998 and on each June 1 thereafter, all pensions payable to a Member who, prior to June 1, 1995 retired from Active Service or while in receipt of payments under the University's long-term disability plan, and all pensions payable as a result of a Member's death, termination of employment or retirement occurring on or after June 1, 1995 shall be further increased by a percentage rate determined with the following excess interest indexation formula:

a) On December 31, 1997, the excess or negative will be calculated as one half of the difference between the market value rate of return for 1997 and the sum of 5% and the rate of increase in the C.P.I. in 1997.

b) On December 31, 1998 and on each December 31 thereafter, the excess or negatives will be calculated as the difference between the average annual market value rate of return in the preceding two years and the sum of 5% and the average annual rate of increase in the C.P.I. in the same two years. The excess or negative for the year will be adjusted for cumulative unused credits and negatives from prior years.

If positive, the resulting percentage up to 2% will be used to provide an additional indexation of up to 2% of pension in payments as of June 1 following, subject, however, to the total indexation in any year, including indexation provided under subsection 9.2, not exceeding the rate of increase in C.P.I. in the prior calendar year. The additional indexation shall be reduced on a prorated basis for pensions which have been payable for less than 12 months during the prior calendar year. The market value rate of return shall be calculated on a basis net of investment expenses and in accordance with rules determined by the Committee.

9.5 The total lifetime pension payable under the Plan, including supplementary pensions payable under this Section, shall not exceed the amount of the lifetime pension determined at the date of retirement, adjusted for the rate of increase in C.P.I. since the date of retirement.

9.6 On June 1, 1999, all pensions payable to Members in receipt of a pension on December 31, 1994 who had retired directly from Active Service or while in receipt of payments under the University's long-term disability plan shall be increased by a percentage equal to the difference between a) and b) below:

a) the cumulative rate of increase in the C.P.I. between the Member's date of retirement and December 31, 1998;

b) the cumulative rate of indexation previously granted to such Member prior to December 31, 1998.

Section 10 - Benefits on Death

10.1 Benefits relative to service prior to January 1, 1990 on death prior to Normal Retirement Date and prior to commencement of pension payments:

a) If a Member who is in Active Service at any time on or after January 1, 1988, dies after January 1, 1998 in Active Service or as a Non-Active Member who is not a Pensioner and before becoming entitled to retire early in accordance with subsection 7.2, a death benefit shall be payable equal to the Commuted Value of the Member's pension benefit, payable from the Member's Normal Retirement Date, accrued on the day prior to the date of death.

b) If a Member who is in Active Service at any time on or after January 1, 1988, dies after January 1, 1998 in Active Service or as a Non-Active Member who is not a Pensioner, before Normal Retirement Date and before commencement of pension payments but after becoming entitled to retire early in accordance with subsection 7.2, the pension shall be calculated as if the Member had retired on the date of death and a death benefit shall be payable equal to the Commuted Value of 120 monthly instalments of the pension that would have been payable.

c) If a Member who terminated employment before January 1, 1988 dies before commencement of pension payments, a death benefit shall be payable equal to a refund of the Member's accumulated contributions with Interest to the date of payment, less the accumulated value of any payment already made to the Member.

10.2 Benefits relative to service from January 1, 1990, on death prior to Normal Retirement Date and prior to commencement of pension payments.

a) If an Active Member dies before becoming entitled to retire early in accordance with subsection 7.2, a death benefit shall be payable equal to the Commuted Value of the benefit payable from age 55 calculated in accordance with subsections 8.2 a), 8.2 c) and 11.2 for service from January 1, 1990.

b) If an Active Member dies prior to Normal Retirement Date and prior to commencement of pension payments but after becoming entitled to retire early in accordance with subsection 7.2, a death benefit shall be payable equal to the Commuted Value of the pension that would have been payable if the Member had retired on the date of death.

c) If a Member dies after termination of employment and before commencement of pension payments, a death benefit shall be payable equal to the Commuted Value of the benefit calculated in accordance with Section 11 for service from January 1, 1990.

10.3 The death benefit payable under subsections 10.1 and 10.2 is payable in a lump sum to the Spouse. If the Member does not have a Spouse, or if the Spouse has waived the rights pursuant to subsection 10.4, then the benefit shall be paid to the Member's beneficiary or estate.

10.4 The Spouse of a Member may waive the rights granted under this Section and subsection 12.4 by delivering to the Committee a signed waiver containing the information prescribed by the Applicable Legislation.

The Spouse may revoke the aforesaid waiver provided that the Committee has been advised thereof in writing prior to the death of the Member.

The waiver provided for herein does not entail waiver of any rights that may devolve upon the Spouse as the Member's successor.

10.5 Effective January 1, 1998, the normal form of pension for all Active Members not entitled to additional benefits under Sections 18, 19, 20, 21, 22, 23 or 24 is a life annuity with a ten-year guarantee. If such Member retires and dies before one hundred and twenty (120) monthly instalments have been paid, the Commuted Value of the balance of such monthly instalments shall be paid to such Member's beneficiary or estate unless an optional form of pension as described in Section 13 or the automatic form of pension as described in subsection 10.6 is in effect.

For Non-Active Members who have not yet retired as of January 1, 1998 and Active Members entitled to additional benefits under Sections 18, 19, 20, 21 and 22, the normal form of pension is a life annuity with a five year guarantee. If such Member retires and dies before sixty (60) monthly instalments have been paid, the Commuted Value of the balance of such monthly instalments shall be paid to such Member's beneficiary or estate unless an optional form of pension as described in Section 13 or the automatic form of pension as described in subsection 10.6 is in effect.

10.6 If a Member has a Spouse on the date of commencement of pension payments and such date is on or after January 1, 1990, the automatic form of pension shall be one of the following forms of pension, as elected by the Member, before the commencement of pension payments:

a) 60% survivor pension benefits with a guaranteed number of sixty (60) instalments.

Under this form, the amount of pension under the normal form of pension shall be reduced on an Actuarial Equivalent basis to provide to the Spouse if such Spouse survives the Member, a lifetime pension of 60% of the pension that is paid to the Member.

If both the Member and the Spouse die before sixty (60) monthly pension payments in all have been made, the Commuted Value of the balance of the sixty (60) monthly payments in the amount that would have been paid to the Spouse shall be paid to the beneficiary or the estate of the second to die.

b) 60% survivor pension benefits with a guaranteed number of one hundred and twenty (120) instalments.

Under this form, the amount of pension under the normal form of pension shall be reduced on an Actuarial Equivalent basis to provide:

i) a pension with the guarantee that if the Member dies before receiving one hundred and twenty (120) monthly pension payments, the Spouse will receive the remainder of these one hundred and twenty (120) monthly payments;

ii) if both the Member and the Spouse die before one hundred and twenty (120) monthly pension payments in all have been made, the Commuted Value of the balance of the one hundred and twenty (120) monthly payments in the amount that was payable to the Member shall be paid to the beneficiary or the estate of the second to die; and

iii) which, upon expiry of the guaranteed period, will continue to be paid to the Spouse for the Spouse's life in equal monthly instalments equal to 60% of the amount otherwise payable to the Member.

However, the Member who has a Spouse may, if the Spouse agrees, elect the normal form of pension under subsection 10.5 or any optional form of pension described in Section 13 provided that the Spouse has filed with the Committee a waiver form and has not revoked this waiver in writing, before the commencement of pension payments.

10.7 If a Member dies after Normal Retirement Date while the payment of all or part of the pension has been deferred, the Spouse, unless the Spouse has waived such entitlement, is entitled to a pension that is the Actuarial Equivalent of the larger of:

a) the benefit calculated in accordance with subsections 10.1 and 10.2 as if the Member had died before Normal Retirement Date; or

b) the value of the pension that the Spouse would have received in accordance with subsection 10.6 a) if pension payments had commenced on the day prior to the Member's death.

If the Spouse renounces entitlement to a pension, the Spouse shall receive the benefit calculated in accordance with subsections 10.1 and 10.2.

If there is no Spouse on the death of the Member, or if the Spouse has waived the entitlement, the beneficiary or estate shall receive the larger of the benefit calculated in accordance with subsections 10.1 and 10.2 or the benefit calculated in accordance with subsection 10.5 on the assumption that pension payments had commenced on the day prior to the Member's death.

10.8 Benefits payable upon death shall be reduced by any benefits payable under Predecessor Plans for Credited Service.

Section 11 - Termination of Employment

11.1 If a Member’s employment with the University is terminated for any reason other than death or retirement, the Member shall receive a deferred annuity commencing on the Member's Normal Retirement Date equal to the sum of:

a) Past Pension Credits, plus
b) Contributory Pension Credits, plus
c) Non-Contributory Pension Credits

as determined on the Member's date of termination in accordance with subsection 8.1. The Commuted Value of the deferred annuity of a Member who has made required contributions shall be at least equal to the sum of the value of the Member's own required contributions, accumulated with Interest, and the Commuted Value of the deferred annuity to which the Member would have been entitled if the Member had participated as a Non-Contributory Member from the date of entry to the Plan.

Termination of employment after attainment of age 55 is retirement for the purposes of the Plan.

11.2 The deferred pension accrued by the Member for Credited Service after December 31, 2000 shall be adjusted between the date the Member terminates Active Membership and the date the Member attains age 55, to account for Pre-Retirement Indexation.

11.3 If, at the date of termination of employment of the Member, the contributions required under Section 6, relative to Credited Service after January 1, 1990 and increased with Interest, exceeds 50% of the Commuted Value of the pension relative to the corresponding period of Credited Service, the Member shall receive, from the date the pension becomes payable, an additional pension that is the Actuarial Equivalent of the excess contributions accumulated with Interest.

11.4 A Member who is entitled to a deferred annuity under subsection 11.1 may elect, if he terminates his membership in the Plan prior to the date he becomes entitled to retire in accordance with subsection 7.2, to receive a lump sum amount that is the Commuted Value of such deferred annuity. The Member may transfer the totality of the lump sum amount:

a) to a prescribed retirement savings arrangement, or
b) to another registered pension plan, or
c) for the purchase of a prescribed life annuity from an insurance company licensed to transact business in Canada.

The Member may make his election at any time prior to the later of:

a) the 90th day after the day he receives a statement describing his entitlements under the Plan, or
b) the 90th day after he becomes entitled to retire in accordance with subsection 7.2.

Notwithstanding the above, if the Commuted Value of the Member’s annual pension is less than 20% of the YMPE in the year of the Member’s termination of employment, or such other amount as may be prescribed for this purpose by the Applicable Legislation, the Member shall receive a lump sum payment equal to such Commuted Value.

Any transfer made under this subsection shall be made in accordance with the requirements of the Income Tax Act.

After the payment or transfer of the lump sum amount, the Member will cease to be a Member and will have no further right under the Plan.

11.5 A Member who is entitled to a deferred annuity under subsection 11.1 may elect to start receiving the pension on the first of any month after attainment of age 55 up to the Normal Retirement Date. In the case of a Member whose date of termination is prior to January 1, 1996, the amount of the pension will be determined in accordance with subsections 8.2 a) and 8.2 c). For a Member whose date of termination is on or after January 1, 1996, the amount of pension shall be the larger of:

a) the amount of pension that is the Actuarial Equivalent of the lump sum that would have been calculated in accordance with subsection 11.4 if the Member had terminated on December 31, 1995; and

b) the amount of pension that is the Actuarial Equivalent of the pension payable in accordance with subsection 8.1 from the Normal Retirement Date

provided that the annual lifetime pension relative to post-1991 Credited Service is reduced by 0.25% for each month by which payment of the pension precedes the earlier of attainment of age 60 and the month when the sum of the age and the years of early retirement eligibility service with the University, as defined by the Income Tax Act, would have equaled 80 if service had continued.

11.6 A Member who has terminated Active Membership, whose period of Active Service has terminated and who has ceased to reside in Canada for at least two years shall be entitled to a refund of the value of the benefits under the Plan, in full satisfaction thereof.

11.7 Benefits payable upon termination of employment shall be reduced by any benefits payable under Predecessor Plans for Credited Service.

Section 12 - Additional Voluntary Contributions

12.1 Subject to applicable income tax legislation, each Member may elect to contribute, on account of Current Service only, additional amounts into the Pension Fund, by filing written notice with the University. A new Employee may, on becoming a Member, elect to deposit a sum transferred from the pension fund of a previous employer into the Pension Fund. Such sums shall, except as provided in subsection 12.5 or Section 17, be treated in the same manner as any additional amounts referred to above.

Additional Voluntary Contributions as defined under this subsection will be allocated to an individual account on behalf of the Member.

12.2 Notwithstanding subsection 12.1, a Member shall not make additional voluntary contributions while in receipt of a pension payable from the Plan.

12.3 In the event of the death of the Member, there will be paid to the Spouse, or if the Member does not have a Spouse, or if the Spouse has waived the rights pursuant to subsection 10.4, to the Member's beneficiary or estate, the value of the Member's additional voluntary contributions, such value being increased with Interest for the period between the date of determination of the value and the date of payment.

12.4 If, for any reason other than death, a Member ceases to be an Employee of the University, the Member shall be entitled to transfer the Member's lump-sum entitlement to one of the vehicles described in subsection 11.4 or to elect to receive a cash payment equal to the value of the Member’s additional voluntary contributions, such value being increased with Interest for the period between the date of determination of the value and the date of transfer, except that, with respect to the amounts transferred from the pension fund of a previous employer, the cash payment will not be permitted if prohibited by Applicable Legislation.

Section 13 - Payment of Benefits

13.1 Each pension shall be paid monthly, each monthly instalment being equal to one twelfth (1/12th) of the amount of annual pension. The first payment of pension will be made on the retirement date and the last one on the first day of the month in which death occurs.

13.2 In lieu of the normal form of pension under subsection 10.5 and in lieu of the automatic form of pension under subsection 10.6 and subject to the waiver under subsection 10.6, a Member may, upon retirement, or in the case of a Member who postpones retirement, at any time after Normal Retirement Date but prior to retirement, elect one of the following optional forms of pension:

a) a reduced or increased amount of pension with a guaranteed number of monthly instalments of sixty (60), one hundred and twenty (120) or one hundred and eighty (180);

b) a reduced or increased amount of pension in a joint and survivor form on the lives of the Pensioner and the Pensioner's Spouse. Following the death of the Pensioner, 50%, 66 2/3%, 75% or 100% of the pension, as may have been elected, is payable to the Spouse, if surviving, during the Spouse's lifetime.

If both the Pensioner and the Spouse die before sixty (60) monthly pension payments in all have been made, the Commuted Value of the balance of the sixty (60) monthly payments in the amount that would have been paid to the Spouse shall be paid to the beneficiary or the estate of the second to die.

An election of an optional form of pension cannot be revoked after the commencement of pension payments.

The amount of pension under any optional form of pension shall be determined so as to be the Actuarial Equivalent of the benefit payable in the normal form.

13.3 A Member who has attained age 55 but not age 65 and who terminates Membership is entitled, under conditions prescribed by Applicable Legislation, to replace the pension calculated in accordance with Section 8, in whole or in part, before payment begins, by a temporary pension the amount and duration of which are fixed by the Member and which meets the following requirements:

a) the annual amount of the pension does not exceed 40% of the YMPE for the year in which payment of the pension begins, that limit being reduced, where applicable, by the annual amount of any other temporary benefit to which the Member is entitled under the Plan;

b) except when the entire pension is replaced, payment of the temporary pension cannot commence earlier than the date the Member's pension under subsection 8.2 commences and ceases at the latest with the payment immediately preceding or coincident with the Member's Normal Retirement Date;

c) the temporary pension is the Actuarial Equivalent of the pension or of the part of the pension it replaces, determined on the date of the replacement.

The Spouse of a Member who elects such temporary pension is entitled to a pension, payable from the death of the Member to the end of the period of replacement, in monthly instalments equal to 60% of the amount of temporary pension the Member was receiving immediately before death. The Spouse may waive the right to such pension or revoke the waiver prior to the commencement of the temporary pension, according to the same conditions as those applicable under subsection 10.6.

13.4 A Spouse who has become entitled to a pension and who has attained age 55 but not age 65 is entitled, under conditions prescribed by Applicable Legislation, to replace such pension, in whole or in part, before payment begins, by a temporary pension the amount and duration of which are fixed by the Spouse and which meets the following requirements:

a) the annual amount of the pension does not exceed 40% of the YMPE for the year in which payment of the pension begins, that limit being reduced, where applicable, by the annual amount of any other temporary benefit to which the Spouse is entitled under the Plan;

b) except when the entire pension is replaced, payment of the temporary pension cannot commence earlier than the date the Spouse’s pension under the Plan commences and ceases at the latest with the payment immediately preceding or coincident with the date of the Spouse’s attainment of age 65;

c) the temporary pension is the Actuarial Equivalent of the pension or of the part of the pension it replaces, determined on the date of the replacement.

13.5 A Member who has attained age 55 but not age 65, who terminates Membership and is entitled to a pension under the Plan may elect to receive an annual lump sum payment from the Plan in each year before pension commencement. Each lump sum payment is in replacement of lifetime pension benefits and cannot exceed:

a) 40% of the YMPE for the year in which application is made by the Member; less

b) the total temporary and other bridge benefits that will be received by the Member during the year from other pension plans, life income funds and annuity contracts to which assets have been transferred from a pension plan.

The Member can apply for such a lump sum payment only once a year, by completing a declaration in the form prescribed under the Applicable Legislation and by filing it with the Committee along with the application.

13.6 A Spouse who has become entitled to a pension and who has attained age 55 but not age 65 is entitled to receive an annual lump sum payment from the Plan in each year before pension commencement. Each lump sum payment is in replacement of lifetime pension benefits and cannot exceed:

a) 40% of the YMPE for the year in which application is made by the Spouse; less

b) the total temporary and other bridge benefits that will be received by the Spouse during the year from other pension plans, life income funds and annuity contracts to which assets have been transferred from a pension plan.

The Spouse can apply for such a lump sum payment only once a year, by completing a declaration in the form prescribed under the Applicable Legislation and by filing it with the Committee along with the application.

13.7 All benefits under the Plan will be paid in Canadian currency, and will normally be paid out of the Pension Fund. However, except where contrary to the terms of the Funding Agreement, the Committee may at any time in its sole discretion require the Funding Agency to purchase out of the Pension Fund, from a life insurance company licensed to do business in Canada, benefits of equal amount and payable under the same conditions as the pension to which any Pensioner is entitled under the Plan, so long as such action will not result in the Plan ceasing to be approved or registered for purposes of Applicable Legislation.

13.8 The right of a Spouse to benefits granted under section 10 and section 13 is terminated by separation from bed and board, divorce or annulment of marriage or by the cessation of the conjugal relationship, unless the following conditions apply:

a) the court judgement became effective or the cessation of the conjugal relationship occurred after August 31, 1990 but before January 1, 2001, and there has not been a division of the Member's benefits under the Applicable Legislation; and

b) the Member notified the Committee in writing to pay the benefits to the Spouse notwithstanding the separation from bed and board, divorce, annulment of marriage or cessation of the conjugal relationship.

13.9 a) Where a Member's pension has been established pursuant to subsection 10.6 or subsection 13.2 b) and the entitlement of the Spouse to the survivor pension is terminated pursuant to subsection 13.8, the Member may request a redetermination of the pension. The redetermined pension shall be in the same amount and have the same characteristics as the pension that would be payable to the Member at the date of redetermination had the Member not had a Spouse on the pension commencement date.

b) Unless the Committee has received the notice referred to in subsection 13.8 b), the Committee shall redetermine the Member's pension if, after the pension commencement date, there has been a division of the Member's pension under the Applicable Legislation.

c) The redetermination of a pension cannot alone operate to reduce the amount of the pension paid to the Member.

Section 14 - Administration of the Plan

14.1 a) The Plan shall be determined by the Board of Governors with the assistance of the Concordia Employee Benefits Committee.

b) The Plan and the Pension Fund shall be administered by the Pension Committee.

14.2 The Pension Committee shall consist of the following:

a) Three members appointed by the Board of Governors, at least one of whom is a member of the Board, with the exception of remunerated officers, employees or students of the University. From the three members appointed, the Board shall designate one member who is a member of the Board, to act as Chair of the Pension Committee, and one member to act as Vice-Chair of the Pension Committee;

b) i) Two members who are Members of the Plan representing the active academic Pension Plan Members designated by CUFA;

and

Two members who are Members of the Plan representing the active administrative and support staff Pension Plan Members designated by the Electoral College;

or

ii) If at the annual meeting held pursuant to subsection 14.11, an election is requested by the Active Members, the four Active Members representatives designated under subsection 14.2 b) i) above will be replaced by one member appointed by the Active Members as a group. In addition, the Active Members may also decide to elect one non-voting member;

c) i) One member who is a Member of the Plan representing the Non-Active Members elected by the Non-Active Members. In addition, Non-Active Members elect one alternate representative who has the same powers and responsibilities as the member in the absence of the member;

or

ii) If at the annual meeting held pursuant to subsection 14.11, an election is requested by the Non-Active Members, the two Non-Active members designated under subsection 14.2 c) i) above will be replaced by one member appointed by the Non-Active Members as a group. In addition, the Non-Active Members may also decide to elect one non-voting member;

d) One independent member as required under the Quebec Supplemental Pension Plans Act and designated by at least eight of the other eleven members of the Pension Committee;

e) The President, or designate;

f) The Vice-President, Services, or designate;

g) The Chair of the Board of Governors, or designate;

h) The Principal Administrator, who will be secretary of the Pension Committee without voting privileges.

14.3 a) The terms of the members designated by CUFA and the Electoral College shall be two years.

In order to maintain continuity within the Pension Committee, the terms of the two members appointed by CUFA shall be staggered and the terms of the two members elected by the Electoral College shall be staggered.

The term of the members appointed by the Active Members as a group at the annual meeting held pursuant to subsection 14.11 shall be one year.

b) The term of the member, and alternate member, elected by the Non-Active Members shall be two years.

Notwistanding the above, the term of the members appointed by the Non-Active Members as a group at the annual meeting held pursuant to subsection 14.11 shall be one year.

c) The term of the independent member shall be one year when a new independent member is designated and two years otherwise.

d) A member whose term of office has expired shall remain in office until the member is reappointed or replaced.

14.4 The Pension Committee shall have the power:

a) to make rules for the government of its own proceedings;

b) to determine matters of policy and questions concerning the interpretation and the application of the Plan consistent with the text of the Plan and the terms of the Funding Agreement;

c) to establish rules for the efficient administration of the Plan;

d) to receive and act upon applications for pensions and other benefits and to authorize all other disbursements under the Plan;

e) to adopt an investment policy for the Pension Fund, and to monitor the performance of the Pension Fund;

f) to submit recommendations regarding amendments to the Plan;

g) to do any act considered necessary or expedient for the administration of the Plan and the Pension Fund, and make, in its name, any kind of contract which it may lawfully enter into.

14.5 The Pension Committee shall:

a) keep or cause to be kept such records with respect to Members and otherwise as may be required from time to time to determine their respective interest in the Pension Fund;

b) cause to be prepared and transmit to the appropriate authorities, as required, the annual information return, financial report and actuarial valuation report of the Plan;

c) keep the documents relating to the Plan and give access to such documents to the persons legally entitled to such access;

d) call the University and each Active Member and Non-Active Member of the Plan to an annual meeting;

e) perform all other acts and duties prescribed by Applicable Legislation;

f) act in the capacity of a trustee and, subject to the limitations or prohibitions set out in the Plan, delegate all or part of its powers and duties or be represented by one or more persons as it deems appropriate for a specific act.

14.6 Quorum for the Pension Committee shall consist of at least seven (7) voting members, including at least one (1) representative of the Active Pension Plan Members.

Pension Committee decisions shall be by a majority vote of those members entitled to vote attending a properly constituted meeting.

Each member of the Pension Committee who is entitled to vote is deemed to have approved any decision made by the Pension Committee, unless the member expresses dissent without delay. A Pension Committee member is also deemed to have approved any decision made in the member's absence, unless the member's dissent is made known to the other members, in writing, within a reasonable time after becoming aware of the decision.

14.7 Except for the independent member, the members of the Pension Committee shall serve without compensation for the execution of the duties of their office. However, the members of the Pension Committee may be paid or reimbursed for all expenses reasonably incurred in the execution of such duties.

14.8 No member of the Pension Committee may exercise powers in the member's own interest or in the interest of a third person, nor may members place themselves in a situation of conflict between the member's personal interest and the duties of the member's office.

Every member of the Pension Committee shall, without delay, notify the Pension Committee in writing of any interest the member has in an enterprise that is susceptible of causing the member's personal interest to conflict with the duties of the member's office, and of any rights, other than those arising from the Plan, the member may have in or may invoke against the Pension Fund, specifying, where such is the case, the nature and value of such rights. Every interest or right so notified shall be recorded in the register kept by the Pension Committee for such purpose.

14.9 The Pension Committee shall maintain, at the office of the secretary, the following documents:

a) the text of the pension plan and supporting documentation;

b) the investment policy adopted by the Pension Committee;

c) the annual information returns, actuarial valuation reports and audited financial reports filed with the governmental authorities;

d) all other documents that may be consulted by an eligible Employee, a Member, a Spouse or a beneficiary pursuant to the provisions of Applicable Legislation;

e) a register in which every interest or right notified to it pursuant to subsection 14.8 shall be recorded and;

f) a book containing the minutes of proceedings of its meetings and its decisions.

14.10 The Employer shall indemnify and save harmless all Pension Committee members, the Employees who are involved in the administration of the Plan, and any person acting as a representative or delegate of such members or Employees, in their role of administering the Plan, from the effects and consequences of their acts, omissions and conduct in the course of their duties with respect to the Plan, whether past or present, including against any and all losses, costs, damages, charges or expenses which they may be put to or sustain as a result of such duties, except in respect of their own wilful and intentional negligence or misconduct.

No part of the Pension Fund shall be used for indemnification payment under this provision, provided, however, that any premium for liability insurance of Pension Committee members, Employees involved in the administration of the Plan, and their respective representatives or delegates may be paid out of the Pension Fund.

14.11 1) <u>Notice of Annual Meeting</u>

Within six (6) months of the end of the Plan Year, or within any additional period which may be granted by the Régie des rentes du Québec, the Pension Committee shall call an annual meeting of the University and the Active Members and the Non-Active Members of the Plan, by giving to each of them a written notice setting the time and place of the meeting.

2) <u>Object of Annual Meeting</u>

At such meeting, the Pension Committee shall:

a) inform the Members of the amendments made to the Plan, the indications recorded in the register kept under subsection 14.8 and the financial position of the Plan;

b) render account of its administration;

c) enable each group of Active Members and Non-Active Members to decide whether or not it will designate a member of the Pension Committee to replace the members representing Pension Plan Members and, if it so decides, to proceed with such designation; and

d) deal with any other matter prescribed under the Applicable Legislation.

3) Presiding Officer

The Chair of the Pension Committee or a member of the Pension Committee designated by the Chair shall chair the annual meeting.

4) Voting

Any matter put to a vote at the meeting shall be decided by a majority of the votes cast by each group of Active Members and Non-Active Members. Each Member entitled to vote present at the meeting shall be entitled to one vote.

Vote at the meeting shall be by show of hands except if a ballot is demanded by a group of Members.

Section 15 - General Provisions

15.1 Before becoming entitled to any pension benefits under the Plan the Member or other recipient thereof shall furnish the Committee with such information, including but not limited to proof of age, relating to the Member and any contingent annuitant, as the Committee shall require to determine the entitlement to and the amount of such pension.

15.2 The establishment and implementation of the Plan shall not constitute an enlargement of any rights which a Member has apart from the Plan. The benefits conferred herein shall not be used to increase damages in respect of the dismissal or termination of employment of any Member.

15.3 In the event that any provision of the Plan is less favourable to Employees than is required by the terms of any applicable provincial or federal legislation, the Plan shall be amended accordingly but only to the extent necessary to remedy any such deficiencies.

15.4 If the Committee receives evidence satisfactory to it that a person entitled to receive any benefit hereunder is physically or mentally incompetent to receive such benefit and to give a valid release therefore or is a minor and that another person or an institution is then maintaining or has custody of such person and that no tutor, curator, guardian, committee or other representative of such person has been duly and legally appointed, the Committee may authorize payment of such benefit to such other person or institution, and the release of such other person or institution shall be a valid and complete discharge for the payment of such benefit.

15.5 The Plan, and all rights thereunder, shall be governed, construed and administered in accordance with the laws of the Province of Quebec.

15.6 No pension benefit, other benefits or right of refund under the Plan shall be assigned, charged, anticipated, surrendered or given as security except as a consequence of a spousal relationship's breakdown or as required under Applicable Legislation. Any payment to a Spouse upon marriage breakdown must be in compliance with the requirements of the Income Tax Act and Applicable Legislation.

15.7 No Member or other recipient of benefits shall have any right whatsoever to alienate, encumber, assign or commute any of the benefits herein provided or any interest arising out of or created by the Plan.

15.8 All expenses for the administration of the Plan and of the Pension Fund shall be paid by the Pension Fund. The Pension Committee may charge fees at the rate it determines from time to time for the preparation of the statement of the Member’s benefits on marital breakdown and for the execution of the division of the Member’s benefits. Such fees shall be charged to the Member or to the Member’s Spouse or former Spouse or shared between them, at the discretion of the Pension Committee, and shall not exceed fees prescribed by Applicable Legislation.

Section 16 - Future of the Plan

16.1 The University expects and intends to maintain the Plan in force indefinitely but necessarily reserves the right, by resolution of the Board, to amend or discontinue the Plan, at any time, subject always to the requirements of the Income Tax Act and the provisions of Applicable Legislation.

16.2 No amendment to the Plan shall operate to reduce the benefits which have accrued to Members or Pensioners hereof prior to the date of such amendment, nor shall the Board have the power to make any amendment which would cause or permit any portion of the contributions made prior to that date to be diverted for purposes other than for the exclusive benefit of the Members, Pensioners, their respective estates, beneficiaries or joint annuitants, in accordance with the provisions of the Plan, the requirements of Canada Customs and Revenue Agency, and the provisions of Applicable Legislation.

16.3 Should the Plan be discontinued or terminated, all the assets on deposit in the Pension Fund shall be distributed among the Members, and Pensioners, their respective estates, beneficiaries and joint annuitants, in accordance with their respective shares of the Pension Fund in an equitable manner agreed by the Board upon the recommendation of the Actuary subject to Applicable Legislation.

16.4 No liability shall attach to the University, Committee or the Actuary, in connection with the distribution if made in good faith.

Section 17 - Reciprocal Transfer Agreement

17.1 The University may from time to time enter into Reciprocal Transfer Agreements with other employers acceptable to the Committee. The rules of such Reciprocal Transfer Agreements shall be determined by the Committee.

17.2 Where a Member transfers pension credits to the Plan pursuant to a Reciprocal Transfer Agreement, and as the Reciprocal Transfer Agreement so provides, the Member shall be deemed to have

- Pension Credits,
- Service other than Credited Service, and
- Accumulated employee contributions with interest,

on the date of entry into the Plan. The amounts shall be in accordance with the terms of the Reciprocal Transfer Agreement.

17.3 A Reciprocal Transfer Agreement is currently in effect.

Section 18 - Early Retirement Incentive Program (ERIP)

18.1 Eligible Employees in the ERIP are permanent full-time, administrative & support staff employees of the University who fulfill the following conditions:

a) have reached their 52nd birthday on or before December 31, 1995; and

b) have not attained their 65th birthday on June 1, 1995; and

c) are in the employ of the University on May 31, 1995; and

d) submit the required application to retire under the ERIP in writing to the Human Resources Department within the period determined by the University.

18.2 Eligible Employees will retire at the later of October 1, 1995 or the first of the month coinciding with or next following their 55th birthday unless a later retirement date is authorized by the University.

18.3 In addition to the benefits provided under the Plan, an Eligible Employee shall receive:

a) an annual pension payable from the date of retirement until the first of the month preceding the 65th birthday equal to 20% of the Eligible Employee’s Final Average Earnings, plus

b) a lifetime annual pension payable from the first of the month coinciding or following the 65th birthday equal to 0.7% of the lower of $34,900 and the Eligible Employee Final Average Earnings multiplied by the number of years of the period of Credited Service that precedes January 1, 1990.

The amounts of pension under a) and b) shall be reduced, if needed, so that the total pension payable from the Plan does not exceed the maximum pension allowed under section 8.

Section 19 - 1996 Faculty and Librarian Retirement Incentive Plan (FALRIP)

19.1 Eligible Employees in the FALRIP are probationary and tenured faculty, librarians, and those holding Extended Term Appointments, who are employees of the CUFA bargaining unit and those who hold a position in the CUFA bargaining unit but are currently excluded by virtue of their administrative appointment; Eligible Employees must fulfill the following conditions:

a) have reached their 58th birthday on or before December 31, 1996; and

b) are either in the employ of the University, in receipt of disability payments under the University's long term disability plan or on sabbatical or no-salary leave as of May 31, 1996; and

c) submit the required application to retire under the FALRIP in writing to the Human Resources Department within the period determined by the University.

19.2 Eligible Employees under age 65 as of June 1, 1996 will retire either as of June 1, 1996, January 1, 1997 or June 1, 1997, unless another retirement date is authorized by the University. Eligible Employees age 65 and over as of June 1, 1996 who are not receiving a pension from the Plan as of that date will retire either as of June 1, 1996 or January 1,1997 unless another retirement date is authorized by the University.

19.3 In addition to the benefits provided under the Plan, an Eligible Employee under age 65 as of June 1, 1996 shall receive:

a) an annual pension payable from the date of retirement until the first of the month preceding the 65th birthday equal to 20% of the Eligible Employee’s Final Average Earnings, plus

b) a lifetime annual pension payable from the first of the month coinciding or following the 65th birthday equal to 0.7% of $35,400 multiplied by the number of years of Credited Service that precedes January 1, 1990.

The amounts of pension under a) and +b) shall be reduced, if needed, so that the total pension payable from the Plan does not exceed the maximum pension allowed under Section 8.

19.4 In addition to the benefits provided under the Plan, an Eligible Employee age 65 and over as of June 1, 1996 shall receive a lifetime annual pension payable from the date of retirement equal to 0.7% of $35,400 multiplied by the number of years of Credited Service that precedes January 1, 1990.

The amount of such additional pension shall be reduced, if needed, so that the total pension payable from the Plan does not exceed the maximum pension allowed under Section 8.

19.5 In addition to the benefits provided under the Plan, an Eligible Employee over age 65 as of June 1, 1996 who is in receipt of a pension from the Plan shall be entitled to an additional pension that has a Commuted Value of $40,000 as of June 1, 1996. For each Eligible Employee currently or formerly on reduced-time appointments, as defined under article 25 of the CUFA Collective Agreement, the Commuted Value of the additional pension is $26,000 as of June 1, 1996. The amount of such additional pension shall be reduced, if needed, so that the total pension payable from the Plan does not exceed the maximum pension allowed under Section 8.

Section 20 - 1996 Retirement Incentive Program for Administrative & Support Staff 65-71

20.1 Eligible Employees in the 1996 Retirement Incentive Program for Administrative & Support Staff 65-71 are permanent full-time, administrative & support staff employees of the University who were not eligible for benefits under the 1995 Early Retirement Incentive Program (ERIP) or the 1996 Faculty and Librarian Retirement Incentive Plan (FALRIP), and who fulfill the following conditions:

a) have reached their 65th birthday on or before December 1, 1996; and

b) are in the employ of the University on November 30, 1996; and

c) are not in receipt of a pension under the Plan; and

d) submit the required application to retire under the program in writing to the Human Resources Department within the period determined by the University.

20.2 Eligible Employees will retire on December 1, 1996 unless another retirement date is authorized by the University.

20.3 In addition to the benefits provided under the Plan, an Eligible Employee shall receive a lifetime annual pension payable from the date of retirement equal to 0.7% of the lower of $35,400 and the Eligible Employee Final Average Earnings multiplied by the number of years of Credited Service that precedes January 1, 1990.

The amount of such additional pension shall be reduced, if needed, so that the total pension payable from the Plan does not exceed the maximum pension allowed under Section 8.

Section 21 - 1997 Faculty and Librarian Retirement Incentive Plan (FALRIP-1997) - Phases I and II

21.1 Eligible Employees in the FALRIP-1997 are probationary and tenured faculty, librarians, and those holding Extended Term Appointments, who are employees of the CUFA bargaining unit and those who hold a position in the CUFA bargaining unit but are currently excluded by virtue of their administrative appointment; Eligible Employees must fulfill the following conditions:

a) have reached their 57th birthday on or before December 31, 1997; and

b) are either in the employ of the University, in receipt of disability payments under the University's long term disability plan or on sabbatical or no-salary leave as of May 31, 1997; and

c) submit the required application to retire under the FALRIP-1997 in writing to the Human Resources Department within the period determined by the University.

21.2 Eligible Employees under age 58 as of December 31, 1997 will retire either as of January 1 or June 1 following their 58th birthday. Eligible Employees age 58 and over but less than 59 as of December 31, 1997 will retire either as of June 1, 1997, January 1, 1998 or June 1, 1998. Eligible Employees age 59 and over as of December 31, 1997 but less than age 65 as of June 1, 1997 will retire either as of June 1, 1997 or January 1, 1998. Eligible Employees age 65 and over as of June 1, 1997 who are not receiving a pension from the Plan as of that date will retire on June 1, 1997. Other retirement dates may be authorized by the University.

21.3 In addition to the benefits provided under the Plan, an Eligible Employee under age 65 as of June 1, 1997 shall receive:

a) an annual pension payable from the date of retirement until the first of the month preceding the 65th birthday equal to 20% of the Eligible Employee's Final Average Earnings, plus

b) a lifetime annual pension payable from the first of the month coinciding or following the 65th birthday equal to 0.7% of $35,800 multiplied by the number of years of Credited Service that precedes January 1, 1990.

The amounts of pension under a) and b) shall be reduced, if needed, so that the total pension payable from the Plan does not exceed the maximum pension allowed under Section 8.

21.4 In addition to the benefits provided under the Plan, an Eligible Employee age 65 and over as of June 1, 1997 and not in receipt of a pension from the Plan shall receive a lifetime annual pension payable from the date of retirement equal to 0.7% of $35,800 multiplied by the number of years of Credited Service that precedes January 1, 1990.

The amount of such additional pension shall be reduced, if needed, so that the total pension payable from the Plan does not exceed the maximum pension allowed under Section 8.

21.5 In addition to the benefits provided under the Plan, an Eligible Employee over age 65 as of June 1, 1997 who is in receipt of a pension from the Plan shall be entitled to an additional pension that has a Commuted Value of $30,000 as of June 1, 1997. For each Eligible Employee currently or formerly on reduced-time appointments, as defined under article 25 of the CUFA Collective Agreement, the Commuted Value of the additional pension is $19,500 as of June 1, 1997. The amount of such additional pension shall be reduced, if needed, so that the total pension payable from the Plan does not exceed the maximum pension allowed under Section 8.

Section 22 - 1997 Early Retirement Incentive Program (ERIP-1997) – Phases I and II

22.1 Eligible Employees in the ERIP-1997 are permanent full-time, administrative & support staff employees of the University who fulfill the following conditions:

a) have reached their 53rd birthday on or before December 31, 1997; and

b) are in the employ of the University on June 30, 1997; and

c) submit the required application to retire under the ERIP-1997 in writing to the Human Resources Department within the period determined by the University.

22.2 Eligible Employees will retire at the later of July 1, 1997 or the first of the month coinciding with or next following their 55th birthday unless a later retirement date is authorized by the University.

22.3 In addition to the benefits provided under the Plan, an Eligible Employee under age 65 as of July 1, 1997 shall receive:

a) an annual pension payable from the date of retirement until the first of the month preceding the 65th birthday equal to 20% of the Eligible Employee’s Final Average Earnings, plus

b) a lifetime annual pension payable from the first of the month coinciding or following the 65th birthday equal to 0.7% of the lower of $35,800 and the Eligible Employee’s Final Average Earnings multiplied by the number of years of Credited Service that precedes January 1, 1990.

The amounts of pension under a) and b) shall be reduced, if needed, so that the total pension payable from the Plan does not exceed the maximum pension allowed under Section 8.

22.4 In addition to the benefits provided under the Plan, an Eligible Employee age 65 and over as of July 1, 1997 and not in receipt of a pension from the Plan shall receive a lifetime annual pension payable from the date of retirement equal to 0.7% of the lower of $35,800 and the Eligible Employee’s Final Average Earnings, multiplied by the number of years of Credited Service that precedes January 1, 1990.

The amount of such additional pension shall be reduced, if needed, so that the total pension payable from the Plan does not exceed the maximum pension allowed under Section 8.

22.5 In addition to the benefits provided under the Plan, an Eligible Employee over age 65 as of July 1, 1997 who is in receipt of a pension from the Plan shall be entitled to an additional pension that has a Commuted Value of $15,000 as of July 1, 1997.

Section 23 - 1997 Faculty and Librarian Retirement Incentive Plan (FALRIP-1997) - Phase III

23.1 Eligible Employees in the Phase III of FALRIP-1997 are probationary and tenured faculty, librarians, and those holding Extended Term Appointments, who are employees of the CUFA bargaining unit and those who hold a position in the CUFA bargaining unit but are currently excluded by virtue of their administrative appointment; Eligible Employees must fulfill the following conditions:

a) have reached their 56th birthday on or before December 31, 1997; and

b) are either in the employ of the University, in receipt of disability payments under the University's long term disability plan or on sabbatical or no-salary leave as of May 31, 1999; and

c) submit the required application to retire under the Phase III of FALRIP-1997 in writing to the Human Resources Department within the period determined by the University.

23.2 Eligible Employees will retire either as of January 1 or June 1 following their 58th birthday. Other retirement dates may be authorized by the University.

23.3 In addition to the benefits provided under the Plan, an Eligible Employee shall receive:

a) an annual pension payable from the date of retirement until the first of the month preceding the 65th birthday equal to 20% of the Eligible Employee’s Final Average Earnings, plus

b) a lifetime annual pension payable from the first of the month coinciding or following the 65th birthday equal to 0.7% of $35,800 multiplied by the number of years of Credited Service that precedes January 1, 1990.

The amounts of pension under a) and b) shall be reduced, if needed, so that the total pension payable from the Plan does not exceed the maximum pension allowed under Section 8.

Section 24 - 1997 Early Retirement Incentive Program (ERIP-1997) - Phase III

24.1 Eligible Employees in the Phase III of ERIP-1997 are permanent full-time, administrative & support staff employees of the University who fulfill the following conditions:

a) have reached their 52nd birthday on or before December 31, 1997; and

b) are in the employ of the University on May 31, 1999; and

c) submit the required application to retire under the Phase III of ERIP-1997 in writing to the Human Resources Department within the period determined by the University.

24.2 Eligible Employees will retire on the first of the month coinciding with or next following their 55th birthday unless a later retirement date is authorized by the University.

24.3 In addition to the benefits provided under the Plan, an Eligible Employee shall receive:

a) an annual pension payable from the date of retirement until the first of the month preceding the 65th birthday equal to 20% of the Eligible Employee’s Final Average Earnings, plus

b) a lifetime annual pension payable from the first of the month coinciding or following the 65th birthday equal to 0.7% of the lower of $35,800 and the Eligible Employee’s Final Average Earnings multiplied by the number of years of Credited Service that precedes January 1, 1990.

The amounts of pension under a) and b) shall be reduced, if needed, so that the total pension payable from the Plan does not exceed the maximum pension allowed under Section 8.

Appendix A

Revalorization of Pensions for Those Who Postpone Their Retirement

In the case of a Member whose Normal Retirement Date is on or after January 1, 1990 and who has postponed retirement beyond Normal Retirement Date, the Member's annual pension shall be revalorized so that the pension paid to the Member is the Actuarial Equivalent, calculated as of the Normal Retirement Date, of the pension that would have been payable from the Normal Retirement Date increased by the value of the contributions, if any, made by the Member after the Normal Retirement Date.

Appendix B

Interest Rates Used for Purposes of Subsection 2.22 of Pension Plan Text

	Annual Rate
Up to January 1st, 1982	6.00%
January to June 1982	12.75%
July to September 1982	13.75%
October to December 1982	11.75%
January to March 1983	8.75%
April to December 1983	6.75%
January to March 1984	6.75%
April to June 1984	6.80%
July to September 1984	7.40%
October to December 1984	8.65%
January to March 1985	7.82%
April to June 1985	6.78%
July to September 1985	6.33%
October to December 1985	5.85%
January to March 1986	5.52%
April to June 1986	7.92%
July to September 1986	5.89%
October to December 1986	5.34%
1987	9.625%
1988	10.50%
1989	10.75%
1990	10.75%
1991	10.75%
1992	8.375%
1993	7.50%
1994	6.79%
1995	8.50%
1996	5.625%
1997	4.50%
1998	5.25%
1999	4.68%
2000	5.60%