N.D.T. INDUSTRY PENSION PLAN

# REFERENCE BOOKLET

March 2015

## IMPORTANT NOTICE

This booklet describes the Plan in a simple and easy to read manner. It is a summary of those parts of the N.D.T. Industry Pension Plan (**Plan**) that most often attract questions. The booklet does not purport to be the full text of the Plan.

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

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

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

## MISSION STATEMENT

The Trustees of the N.D.T. Industry Pension Plan shall use all their individual and combined skills to achieve the best rate of return, within acceptable risk tolerances, according to the Plan's established investment policy in a reasonable, cost effective manner, while meeting the requirements of all governing legislation. The Trustees shall act in a transparent manner in the best interests of and reporting to all beneficiaries.

## N.D.T. INDUSTRY PENSION PLAN

## PLAN BOOKLET

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# INTRODUCTION

Collective Agreements between the Quality Control Council of Canada (**QCCC**) and signatory Nondestructive Testing Companies whose bargaining agent is the N.D.T. Management Association (**NDTMA**) specify that an hourly contribution must be paid to the Plan.

The Plan is administered by a Board of 8 Trustees, 4 of whom are appointed by the QCCC and 4 of whom are appointed by the NDTMA. The day-to-day administration of the Plan is carried out by D.A. Townley.

This booklet has been prepared by the Trustees and contains an overview of the operation of the Plan and Fund and details of the benefits provided by the Plan and Fund.

Each year you will receive a statement of benefits accumulated to date under the Plan. With it, you can verify that all contributions have been made properly by your employer. You must inform the Plan Administrator if there are any discrepancies or errors in your statement of benefits.

## PLAN OVERVIEW

### When was the Plan established?

The Plan went into effect on May 1, 1983. The Plan was most recently amended in November 2012.

### What is the purpose of the Plan?

The Plan is designed to provide retirement income for Plan Members and their Spouses on attainment of retirement. Additionally, benefits are payable if you leave the Plan, become disabled or die prior to retirement.

### How is the Plan constituted?

The Plan has been set up as provided for in a Trust Agreement between the QCCC, NDTMA and the Trustees of the Plan. All money contributed to the Plan is held in trust on your behalf.

The Plan is a multi-employer defined contribution pension plan. The Plan is registered and administered in accordance with the *Income Tax Act* (Registration No.: 461061) and the *Alberta Employment Pension Plans Act* (Registration No.:43310).

### How is the Plan run?

The Trustees have appointed a number of service providers to assist them in the operation of the Plan.

The *Plan Administrator* administers the Plan by keeping records of service and contributions and by calculating pensions and benefits under the Plan.

The *Custodian* holds the pension fund assets and invests them following instructions from the Investment Managers. All contributions are made to the Custodian and all pensions and benefits are paid by the Custodian.

The *Investment Managers* make investment decisions within guidelines and objectives set by the Trustees.

The *Consultant* provides direction and advice to the Trustees.

### How is the Board of Trustees set up?

The Board is a jointly Trusteed Board, meaning it has representatives from both the QCCC and NDTMA. 4 Trustees from both sides sit on the Board, which meets semi-annually.

### How is the Fund invested?

Contributions received by the Plan Administrator are deposited to a Trust Fund held by the Plan's Custodian.

The money is invested by 3 professional Investment Managers appointed by the Trustees.

The Fund is invested by the Investment Managers according to a well-diversified investment strategy set by the Trustees. The Trustees are required to develop a Statement of Investment Policies and Procedures for the Fund that guides investment activities. While the Investment Managers have the discretion to choose securities and to modify the Fund's asset mix, they must always operate within the guidelines and constraints set out in this policy.

The annual Plan newsletter will contain a summary of investment activity and performance for the previous year.

Two Investment Managers have a balanced mandate, investing in all major asset classes such as Canadian, U.S. and international equities as well as bonds and money market instruments.

A third Investment Manager manages a specialty Canadian equities mandate.

The Trustees regularly review the results achieved by the Investment Managers and may make changes in managers from time to time.

For more information about the investment of the Trust Fund, please contact the Plan Administrator.

### Plan expenses?

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

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

## KEY TERMS

Below are a number of key terms that are used throughout this booklet.

### Credited Service

You will be credited with a year of Plan Membership (also called a year of Credited Service) for each year in which you work at least 350 hours.

### Locked-in

Locked-in money is money that can only be used to buy you retirement income. It will not be available to you in cash.

The locking-in rules have changed over time and used to vary depending on your province of employment.

In line with the change to the Plan's vesting rules in 2012, your employer's contributions now become locked-in immediately.

There are a number of limited exceptions to the locking-in requirements. These vary significantly from province to province. Examples of some of the types of exceptions that may be available include:

- the value of your benefit is below a prescribed amount;
- severe financial hardship;
- shortened life expectancy; and
- partial unlocking where your benefit is transferred to certain prescribed retirement vehicles.

The rules in effect depend on your province of employment. To find out the rules that apply to you, please contact the Plan Administrator.

You must pay withholding and income taxes on any cash payment you receive from the Plan.

**Spouse**

The person who is your Spouse has important rights under the Plan. If you die before you withdraw your benefits from the Plan, your Spouse may be entitled to a death benefit. If on your pension commencement date you have a Spouse, your pension may have to be paid in a joint and survivor form, which will give your Spouse a survivor pension if he/she survives you.

The definition of "Spouse" that applies to you depends on the pension legislation in the province in which you work.
With respect to a Plan Member or former Plan Member in Alberta, Spouse means:

in relation to another person,

(a) a person who, at the relevant time, was married to that other person and had not been living separate and apart from that other person for 3 or more consecutive years; or

(b) if there is no person to whom sub clause (a) applies, a person who, immediately preceding the relevant time, had lived with that other person in a conjugal relationship:

(i) for a continuous period of at least 3 years; or

(ii) of some permanence, if there is a child of the relationship by birth or adoption.

Please refer to the back of this booklet for a listing of each province's definition.

**Vested**

Being "vested" simply means you have earned the right to a benefit under the Plan.

In the past the vesting rules varied depending on your province of employment.

Effective July 1, 2012, all members become immediately vested upon joining the Plan. For details of historical vesting rules, please contact the Plan Administrator.

All benefits described in this booklet are available to vested Plan Members.

Once you become vested, you will remain vested unless you withdraw your entitlement from the Plan.

## ELIGIBILITY

**Who is eligible for membership in the Plan?**

Each person who is working under the terms of the Collective Agreement between the QCCC and the NDTMA shall automatically participate in the Plan. An enrolment card must be completed by each Plan Member and submitted to the Plan Administrator.

**If I am eligible, do I HAVE to join?**

Yes.

**What if I previously contributed to the Plan then terminated from the Plan and am now re-employed by another contributing employer?**

If you were vested and you transferred your money out of the Plan, or if you were not vested at the time of your termination, you will be treated as a new employee for purposes of the eligibility rule.

If, at the time of your previous termination, you were vested and you chose not to take your money out of the Plan, you will be treated as a continuing member, and will not need to re-enrol.

## CONTRIBUTIONS

**How much does my employer contribute to the Plan?**

Your employer contributes a fixed hourly rate for each eligible hour you work, as set out in the Collective Agreements.

**Am I required to contribute to the Plan?**

No.

**May I make additional contributions to the Plan?**

No. The Plan will not accept voluntary contributions from you.

**Do my contributions earn interest?**

Yes. Interest is credited to your accounts at a rate equal to the rate the Fund earns, less the costs of running the Plan. <u>Please note that the rate of interest can be positive or negative.</u>

Interest is credited annually. In accordance with the Alberta *Employment Pension Plans Act*, when calculating the interest to be credited to your Member Account at each year-end, a full year's interest is applied to your

Member Account balance at the previous Plan Year-end and a half-year's interest is credited to contributions remitted during the course of the current year.

If you withdraw your funds during the year, as opposed to the year-end, the Plan Administrator will apply an interim rate of interest. It is based on the net rate of return between the previous Plan year-end and the last day of the month prior to the benefit payment.

### Are contributions deductible?

Contributions are deductible to your employer, but not to you as an individual.

Each year a "pension adjustment" (PA) under this Plan is calculated for income tax purposes. **The PA will use up part of your RRSP contribution room.** The PA each year is equal to the total of all contributions made to the Plan in your name. It is reported on your T4 slip provided by your Employer.

## RETIREMENT BENEFIT

### How is my retirement benefit calculated?

Retirement benefits are based upon the total contributions your employer(s) makes to the Plan and the total amount of interest (positive or negative) earned on those contributions.

Depending upon the option that you select at retirement, and the province in which you were last employed, this total amount will be:

- used to buy an **annuity**, which will provide you with retirement income;
- used to buy a Life Income Fund (**LIF**); or
- transferred to a Locked-in Retirement Account (**LIRA**) or Locked-in Registered Retirement Savings Plan (**RRSP**).

**When can I receive my retirement benefit?**

The Normal Retirement Date under the Plan is the first day of the month on or after your 65th birthday.

However, you can retire at any time after your 55th birthday, assuming you have retired from active employment with a Participating Employer.

You must retire from the Plan before the end of the year in which you turn 71.

**What if I become disabled?**

If you become totally and permanently disabled as defined in the Plan rules, you can retire from the Plan. Your disability retirement date may be the first day of any month before your 65th birthday and after the date your disability is found to be total and permanent.

**What if I retire and am later re-hired by a contributing employer?**

Provided you are under age 71, you will be treated as if you were a new Member of the Plan.

## RETIREMENT OPTIONS

### Annuity

**What is an annuity?**

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

**How long does my annuity continue?**

This depends on the form of annuity that you purchase.

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

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

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

**Are there any special rules that I need to be aware of?**

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

If you wish to choose a LIF, LIRA or Locked-in RRSP, your Spouse must also complete the waiver form.

# LIF

## What is a LIF

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

## How are the funds invested?

The funds are invested in accordance with your direction and subject to the rules for investments of a RRIF. Further details of these rules are available from Canada Revenue Agency. The interest on a LIF accumulates tax-free until funds are paid out.

## When can I access my money in a LIF?

A LIF cannot be cashed out in one lump sum. It must be used to provide retirement income for your lifetime. However, some provinces allow you to unlock up to a specified percentage of your benefit at the time of transferring your benefit from the Plan to a LIF. You can contact the Plan Administrator for further details.

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

The pension legislation in your province of employment prescribes the maximum annual withdrawal amount and the financial institution holding your LIF will advise you of the exact withdrawal amounts at the beginning of each year. You then choose the level of income that you wish to withdraw for the year.

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

Further information in relation to LIFs and maximum annual withdrawal amounts can typically be found on the website of the applicable provincial pension regulator.

## LIRA/Locked-in RRSP

### What is a LIRA or Locked-in RRSP?

A LIRA or Locked-in RRSP is a type of Registered Retirement Savings Plan where the funds are subject to pension legislation.

### Can I withdraw income from a LIRA/Locked-in RRSP?

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

If you then wish to withdraw income from the LIRA/Locked-in RRSP, you will need to convert the funds into an income stream by purchasing an annuity or transferring the money to buy a RRIF.

## TERMINATION OF EMPLOYMENT BEFORE RETIREMENT

### What does "terminated" mean?

A Member's membership in the Plan will be deemed to have terminated if he or she has a "break in service".

The definition of break in service varies, depending on the province in which you are employed.

**For members employed in Alberta,** you will be deemed to have a break in service if during 2 consecutive Plan Years, you work less than 350 hours.

**For members employed in Ontario,** you will be deemed to have a break in service if during a 24 consecutive month period, you work less than 350 hours.

If this happens, then you will be entitled to receive your accumulated benefit in full, provided you are vested.

Alternatively, you may elect to cause a break in service 18 months following the date on which you cease to be a member in good standing of the Union.

For details of all other provincial termination rules, please contact the Plan Administrator.

**What happens to my Member Account balance if I stop working for an employer?**

You have a choice. You may:

(a) leave your contributions in the Plan and receive a pension at age 55 or transfer at any time prior to the end of the calendar year in which you reach age 71 (a "deferred pension"); or

(b) provided that you qualify to terminate plan membership as described above, you may transfer the accumulated value of your contributions to a locked-in retirement vehicle.

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

**What is the death benefit if I die before retirement?**

The death benefit is equal to the sum of the contributions your employer(s) has contributed on your behalf, with interest.

**If you have a Spouse and she or he has not filed a spousal waiver**, your Spouse may elect to transfer the death benefit to a LIRA/ Locked-in RRSP or, under certain statutory conditions, to another pension plan or use it to purchase a deferred life annuity or LIF. He or she can also use it to buy an annuity to provide lifetime retirement income.

**If you do not have a Spouse, or if your Spouse has filed a spousal waiver**, your beneficiary (or your estate) will receive the death benefit. This money will be taxable in their hands.

When you name someone as your beneficiary please advise him or her and give them the information on how to contact the Plan Administrator. **When you change your beneficiary, please advise the Plan Administrator.** If you have not completed and filed a beneficiary card recently, please complete the necessary enrolment card and send it to the Plan Administrator. The card is available through the Plan Administrator's office or on the Plan website at http://www.ndtbenefits.org

**What is the death benefit if I die after retirement?**

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

## DIVISION OF BENEFITS ON MARRIAGE BREAKDOWN

**What happens to my benefits if my marriage breaks down?**

Where required by the applicable family law legislation in your province of employment, your benefit will be divided between you and your former Spouse and your account balances will be reduced. You and your former Spouse will be required to pay an administrative fee.

Should you suffer a breakdown of your marriage, talk to your legal advisor and ask for advice with respect to your pension assets.

## AMENDMENT OR TERMINATION OF THE PLAN

**Can the Plan be changed or terminated?**

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

The parties to the Collective Agreement also have the power to terminate the Plan. However, it is their intention that the Plan be maintained indefinitely.

**Do I have any protection from future amendments?**

Yes, amendments cannot cause the value of benefits accrued to the date of amendment to be reduced.

**What happens if the Plan is terminated?**

In the unlikely event of Plan termination, you would be entitled to the total of all contributions your employer(s) have made to the Plan, with interest.

**Can an employer ever get a refund of pension fund money?**

Only if they have over-contributed to the Plan.

## Are benefits taxable?

Benefits are included in your income for income tax purposes when they are paid (except for lump sums transferred directly to another registered pension plan or LIRA/ Locked-in RRSP).

## Access to information?

### (a) Plan Documents

All Plan Members and every other person who is entitled to pension benefits or refunds under the Plan and their Spouses or common-law partners, are permitted at least once in each Plan year to review certain documents held by the Plan Administrator.

Key information includes:

- Annual Information Returns;
- Financial Statements, including Plan expenses;
- Plan Text and Trust Agreement;
- Plan Amendments; and
- Statement of Investment Policies and Procedures.

To obtain a copy of these documents, please contact the Plan Administrator.

Personal information about other Plan Members is, of course, not available.

### (b) Privacy Policy

The Trustees have developed security procedures to safeguard and protect personal information against loss, theft, unauthorized disclosure, copying and unauthorized use or modification. To view the Plan's Privacy Policy in detail contact the Plan Administrator directly.

### (c) Plan website

For further information about your Plan and an electronic copy of this Booklet, please visit http://www.ndtbenefits.org

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

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

## Can I assign or borrow against my pension?

Benefits under the Plan may not be assigned in any way, except in cases where the benefits are split upon divorce. Your pension is fully protected against all creditors except Canada Revenue Agency.

## What other sources of retirement income are available to me?

Old Age Security (**OAS**) is paid to everyone who has lived in Canada for 40 years after age 18. If your income is above a certain level ($70,954 in 2013), OAS begins to be clawed back. The current maximum OAS pension is $6,552 per year. If you have lived in Canada for at least 10 years, you may apply for a reduced pension.

Since you have been working and contributing to the Canada Pension Plan (**CPP**), you will also receive a CPP benefit. The amount of pension available depends on how much and for how long you contribute to the CPP. The maximum annual retirement pension in 2013 is about $12,150.

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

The CPP is designed to replace about 25% of the CPP earnings limit. The CPP earnings limit in 2013 is $51,100. CPP also provides disability and survivor benefits. Your Spouse will also be entitled to OAS and may be eligible for CPP as well. Both these benefits are administered by Service Canada. Further information is available from them on their website at **http://www.servicecanada.gc.ca** or toll free at 1-800-277-9914.

### What else should I know?

It is your responsibility to make application to the Trustees to receive benefits when you are entitled to them. If the Trustees receive no application, they will attempt to contact the person eligible to receive the payment. If they are unable to do so, your benefit may be forfeited.

**Please make sure that your information on file with the Administrator is up to date.** When you change address, or wish to nominate a new beneficiary you must notify the Plan Administrator. You can request the necessary forms directly from the Plan Administrator or download the forms from the Plan's website at http://www.ndtbenefits.org

## EXERCISING YOUR RIGHTS

### How do I exercise my rights?

The following rights under the Plan can be exercised at appropriate times:

- to join;
- to elect optional forms of benefit;
- to commence benefits; and
- to obtain information.

In each case, you should contact the Plan Administrator, D.A. Townley, at (604) 299-7482 or 1-800-663-1356. In most cases, you will be provided with the appropriate forms to complete. You must complete the forms and return them to the Administrator to initiate action.

To ensure that your request is processed in a timely manner, the Plan Administrator recommends that you submit your request within the appropriate time frame:

| Situation | Maximum time frame |
| --- | --- |
| New hire joins the Plan. Complete a member record card | 3 months following hire |
| Retirement | At least 30 days in advance of the first of the month in which your retirement benefits are expected to begin.<br><br>For example, if you wish to retire on December 1st, you should file your application by November 1st.<br><br>To allow sufficient time for you to review the forms, we suggest you contact the Plan Administrator approximately 3 months in advance of your retirement date |
| Termination benefits election (withdrawal from the Plan) | At least 30 days in advance |

## DEFINITION OF SPOUSE

As outlined above, the person who is your Spouse has important rights under the Plan. The definition of Spouse depends on the province in which you are or were employed at the relevant date.

### Alberta

With respect to a Plan Member or former Plan Member in Alberta, Spouse means:

in relation to another person,

(a) a person who, at the relevant time, was married to that other person and had not been living separate and apart from that other person for 3 or more consecutive years; or

(b) if there is no person to whom sub clause (a) applies, a person who, immediately preceding the relevant time, had lived with that other person in a conjugal relationship:

(i) for a continuous period of at least 3 years; or

(ii) of some permanence, if there is a child of the relationship by birth or adoption.

### British Columbia

With respect to a Plan Member or former Plan Member in British Columbia, Spouse means:

in relation to another person,

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

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

### Manitoba

With respect to a Plan Member or former Plan Member in Manitoba, Spouse means:

(a) a person to whom the Plan Member or former Plan Member is married;

(b) a person who, with the Plan Member or former Plan Member, registered a common-law relationship under section 13.1 of *The Vital Statistics Act* (Manitoba); or

(c) a person who, not being married to the Plan Member or former Plan Member, cohabited with him or her in a conjugal relationship:

(i) for a period of at least 3 years, if either of them is married; or

(ii) for a period of at least 1 year, if neither of them is married.

### New Brunswick

With respect to a Plan Member or former Plan Member in New Brunswick, Spouse means either of 2 persons who:

(a) are married to each other;

(b) are married to each other by a marriage that is voidable and has not been voided by a declaration of nullity;

(c) have gone through a form of marriage with each other in good faith that is void and have cohabited within the preceding year; or

(d) not being married to each other, were cohabiting in a conjugal relationship with each other immediately before the relevant time for a continuous period of at least 2 years.

### Newfoundland

With respect to a Plan Member or former Plan Member in Newfoundland, Spouse means a person who:

(a) is married to the Plan Member or former Plan Member;

(b) is married to the Plan Member or the former Plan Member by a marriage that is voidable and has not been voided by a judgment of nullity;

(c) has gone through a form of a marriage with the Plan Member or former Plan Member, in good faith, that is void and is cohabiting or has cohabited with the Plan Member or former Plan Member within the preceding year; or

(d) a person who is cohabiting or has cohabited with the Plan Member or former Plan Member within the preceding year and has cohabited continuously with the Plan Member or former Plan Member in a conjugal relationship for:

(i) in relation to a Plan Member or former Plan Member who has a spouse as described in paragraphs (a), (b) or (c), at least three years, provided the person is not the spouse of the Plan Member or former Plan Member; or

(ii) in relation to a Plan Member or former Plan Member who does not have a spouse as described in paragraphs (a), (b) or (c), at least one year.

### Nova Scotia

With respect to a Plan Member in Nova Scotia, Spouse means a person who:

(a) is married to the Plan Member or former Plan Member;

(b) is married to the Plan Member or former Plan Member by a marriage that is voidable and has not been annulled by a declaration of nullity;

(c) has gone through a form of marriage with the Plan Member or former Plan Member, in good faith, that is void and is cohabiting or, if they have ceased to cohabit, has cohabited with the Plan Member or former Plan Member within the twelve-month period immediately preceding the date of entitlement;

(d) has cohabited with the Plan Member or former Plan Member in a conjugal relationship for a period of at least 2 years, with neither one of them being a person described in (a), (b) or (c); or

(e) is in a registered domestic partnership pursuant to the *Vital Statistics Act* (Nova Scotia) with the Plan Member or former Plan Member.

**Ontario**

With respect to a Plan Member or former Plan Member in Ontario, Spouse means a person who:

Either of two persons who:

(a) are married to each other; or

(b) are not married to each other and are living together in a conjugal relationship,

  (i) continuously for a period of not less than 3 years; or

  (ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act.

**Prince Edward Island**

With respect to a Plan Member in Prince Edward Island, Spouse means:

an individual who, in respect of another person,

(a) is married to the other person;

(b) has entered into a marriage with the other person that is voidable or void;

(c) is not married to the other person but is cohabiting with him or her in a conjugal relationship and has done so continuously for a period of at least three years; or

(d) is not married to the other person but is cohabiting with him or her in a conjugal relationship and together they are the natural or adoptive parents of a child.

**Quebec**

With respect to a Plan Member or former Plan Member in Quebec, Spouse means the person who, as of the day that pension payments begin to be made, or who as of the day preceding the death of the Plan Member or former Plan Member, should the death of the Plan Member or former Plan Member occur prior to the commencement of pension benefits:

(a) is married to or in a civil union with the Plan Member or former Plan Member; or

(b) has been living in a conjugal relationship with a Plan Member or former Plan Member, whether the person is of the opposite or the same sex, for a period of not less than 3 years, or for any period of not less than 1 year if,

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

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

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

For the purposes of paragraph (b), the birth or adoption of a child prior to the period of conjugal relationship existing on the day as of which spousal status is established may qualify a person as a spouse.

## Saskatchewan

With respect to a Plan Member or former Plan Member in Saskatchewan, Spouse means:

(a) a person who is married to the Plan Member or former Plan Member; or

(b) if a Plan Member or former Plan Member is not married, a person with whom the Plan Member or former Plan Member is cohabiting as spouses at the relevant time and who has been cohabiting continuously with the Plan Member or former Plan Member as his or her spouse for at least 1 year prior to the relevant time.

## Canada

With respect to a Plan Member or former Plan Member who is in included employment for the purposes of the *Pension Benefits Standards Act, 1985* (Canada), Spouse means:

(a) if there is no person described in paragraph (b), the person who is legally married to, or party to a void marriage with, the Plan Member or former Plan Member; or

(b) a person who at the relevant time was cohabiting with the Plan Member or former Plan Member in a conjugal relationship, having so cohabited for a period of at least 1 year.

PLAN ADMINISTRATOR

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