

# **PLAN BOOKLET**

**FOR THE**

## **BRICKLAYERS & ALLIED CRAFTWORKERS PENSION FUND OF ALBERTA AND SASKATCHEWAN (the “Plan”)**



**December 2013**



**BRICKLAYERS & ALLIED CRAFTWORKERS PENSION FUND  
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Funds Administrative Service Inc.

December 2013

Dear Plan Participant:

We are pleased to provide you with this booklet summarizing the Rules and Regulations of your Pension Plan. This booklet reflects the current Plan Rules and Regulations as of January 1, 2007. Since this booklet cannot be reprinted in its entirety every time the Plan is amended, the most up-to-date version of the booklet can be accessed on the Administrator's website ([www.fasadmin.com](http://www.fasadmin.com)).

If you were previously a Participant in the Plan (see page 3 in the Definitions section for an explanation of who is a Participant) and ceased being an active Participant prior to January 1, 2007, your pension entitlement may be different from what is described in this booklet. In this situation, you should contact Funds Administrative Service Inc. to obtain a proper explanation of your pension entitlement.

This booklet describes the main features of your Plan. As you read through it, you'll learn how you become a Participant, what your benefits are, and how they are calculated.

We have tried to describe the Plan's provisions as clearly as possible in a plain and straightforward manner. However, this is only a summary of the Plan. The Pension Plan is ruled by the Plan Rules and Regulations and the Trust Agreement. If there is any conflict between this booklet and the Plan Rules and Regulations or Trust Agreement, the Plan Rules and Regulations or Trust Agreement will apply. A copy of the Plan Rules and Regulations is available to you upon request.

Please read this booklet carefully and share it with your family. It is important that you and your family be aware of your retirement pension and the Plan's survivor protection features. We suggest that you keep this booklet handy for future reference.

Sincerely,

BOARD OF TRUSTEES

December 2013

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December 2013

## **1. THE PLAN IN GENERAL**

The Bricklayers & Allied Craftworkers Pension Fund of Alberta and Saskatchewan (the “Plan”) was established in April 1977 as a result of collective bargaining agreements between Contributing Employers and the Alberta and Saskatchewan Local Unions. Its main purpose is to provide you with retirement benefits.

You are covered by this Plan if you are an employee working under a collective bargaining agreement between a Contributing Employer and the Union or under another agreement with the Trustees that requires your Contributing Employer to make contributions to the Plan on your behalf. A Contributing Employer may include any association of employers, the Union, or any other group that contributes to this Fund under an agreement acceptable to the Trustees.

Under this Plan, there are: normal, early retirement, deferred, disability, spouse’s, pre-retirement survivor’s and dependant survivor pensions provided. There is also a termination and lump sum death benefit. A description of the types of benefits available under the Plan, when you are eligible to receive a benefit, and how much you will receive are described in detail in this booklet.

If you have any questions about this booklet or the Plan, please send your written questions to Funds Administrative Service Inc. at:

9707 – 110 Street, 9<sup>th</sup> Floor  
Edmonton, AB T5K 3T4  
Ph: 1 (800) 770-2998 (toll free)  
Ph: 1 (780) 452-5161  
Fax: 1 (780) 452-5388



## 2. DEFINITIONS

There are some important terms used throughout this booklet which we will clarify here. Full definitions are included in the Plan Rules and Regulations.

Break in Service - When you fail to work a combined total of at least 350 hours over a period of two consecutive calendar years.

Commuted Value - The current lump sum value of future monthly benefits.

Contributing Employer - An employer that makes contributions to the Plan on your behalf in accordance with a collective bargaining agreement or other agreement acceptable to the Trustees.

Contributory Hours of Work - Hours of work while you were working for a Contributing Employer.

Dependant – At the time of your death, an unmarried child for whom you are eligible for a tax credit for the purpose of calculating taxable income under the Income Tax Act (Canada) who is:

- (i) under 19 years of age for the whole calendar year in which the death occurs, or
- (ii) at least 19 years of age but under 25 years of age and attending an accredited educational institute, college or university on a full-time basis, or
- (iii) at least 19 years of age and dependent upon you by reason of mental or physical infirmity.

Effective Date - April 1, 1977.

Former Participant - A Vested Participant who:

- (i) incurred a Break in Service,
- (ii) did not use the Portability Option to transfer the value of his/her benefit entitlement out of the Plan, and
- (iii) has not yet commenced receipt of a monthly pension from the Plan.

Normal Retirement Age - Age 65 or, if later, your age when you stop working for a Contributing Employer, provided you have first met the rules for participation in this Plan.

Participant – You are considered a Participant if:

- (i) you work under a collective bargaining agreement, your Contributing Employer makes contributions to the Fund on your behalf, and you have not had a Break in Service,
- (ii) you work full-time under an agreement acceptable to the Trustees, your Contributing Employer makes contributions to the Fund on your behalf, and you have not had a Break in Service, or
- (iii) you work part-time under an agreement acceptable to the Trustees, and you become a Participant upon completing 350 Contributory Hours of Work in two consecutive years, as long as your earnings each year are at least 35% of that year's YMPE, and you have not had a Break in Service.

Portability Option - When you have incurred a Break in Service prior to eligibility for retirement, you may choose to transfer the Commuted Value of your benefit to a Locked-in Retirement Account (LIRA), another pension plan, or to purchase a deferred life annuity which provides a pension at a later date (see page 15 for further details on this option).

Spouse - If you are a Saskatchewan employee, your Spouse is a person who is married to you, or if you are not married, a person with whom you are cohabiting as spouses and you have been cohabiting continuously with the person as his or her spouse for at least one year.

If you are an Alberta employee, your Spouse is a person who is married to you and has not been living separate and apart from you for three or more consecutive years, or if there is no person to whom the above applies, a person who has been living with you in a conjugal relationship for at least three years, or of some permanence, if there is a child of the relationship by birth or adoption.

Vested - The legal entitlement to receive a benefit from this Plan, meaning your benefit can no longer be forfeited or lost due to a Break in Service.

Year - The period from January 1 to December 31 of the same calendar year.

YMPE - Year's Maximum Pensionable Earnings refers to the maximum amount of salary on which contributions may be made to the Canada Pension Plan. This maximum increases each year and is set by the Canada Pension Plan. For 2014 the YMPE is \$52,500.

### **3. WHO CAN JOIN THE PLAN?**

You are eligible to join this Plan if you work for a Contributing Employer who has a collective bargaining agreement with the Union to contribute to the Plan on your behalf or if you are working for a Contributing Employer who has an agreement with the Trustees to contribute to the Plan on your behalf.

#### When Do I Become a Participant?

If you work under a collective bargaining agreement you will become a Participant when your Contributing Employer begins making contributions to the Fund on your behalf.

For example:

Ed starts working under a collective bargaining agreement for a Contributing Employer that makes contributions on his behalf starting in April of 2006, so he is a Participant starting from April of 2006.

Once you have fulfilled the requirements to become a Participant, you will continue to be a Participant until you have a Break in Service, die, or retire.

### **4. HOW DOES MY WORKING TIME COUNT?**

The time you work for a Contributing Employer earns you three different types of credits: Vesting Service, Benefit Credits, and Pension Credits.

#### Vesting Service

When a Contributing Employer makes contributions on your behalf, you are credited with Vesting Service. You will receive one year of Vesting Service for each year after your effective date in which you complete at least 350 Contributory Hours of Work. If you do not attain 350 Contributory Hours of Work for a year, you do not get credited with any Vesting Service for that year.

Once you have accumulated at least:

- (i) two years of Vesting Service, or
- (ii) your age and years of Pension Credit, equal at least 45, or
- (iii) you have attained Normal Retirement Age (age 65),

you are Vested. Being Vested means you have a right to the pension you have earned and this pension cannot be forfeited or lost even if you do not work again for a Contributing Employer before you are eligible to retire.

Vesting Service does <u>not</u> affect the amount of pension benefit you will get from the Plan, it only determines whether or not you are eligible for a pension benefit.
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### Benefit Credit

Benefit Credit means the number of hours of work you have been credited with for pension calculation purposes. The more Benefit Credit you have, the larger your pension will be.

The Plan was improved starting on January 1, 1996 to provide Participants with one hour of Benefit Credit for every Contributory Hour of Work (there is no maximum that applies). Prior to 1996, the maximum number of hours of Benefit Credit that could be earned for a year was 1,200. During this time prior to 1996, Benefit Credits were earned in completed 120 hour blocks.

### Pension Credit

For every 120 hours of Benefit Credit you earn for a Plan Year, you are credited with 0.1 years of Pension Credit. You may not earn more than 1.0 year of Pension Credit for any Plan Year.

### **Benefit Credit and Pension Credit - Example**

Over one Plan Year, Harry works 375 hours, Bill works 1,080 hours, Jack works 1,199 hours, Doug works 1,200 hours, and Mark works 2,000 hours. The amount of Benefit Credit and Pension Credit they earn is shown in the table below.

	Contributory Hours	Benefit Credit Earned if ...		Pension Credit
		Year is 1995 or earlier	Year is 1996 or later	
Harry	375	360	375	0.3
Bill	1,080	1,080	1,080	0.9
Jack	1,199	1,080	1,199	0.9
Doug	1,200	1,200	1,200	1.0
Mark	2,000	1,200	2,000	1.0

### **Benefit Credit and Pension Credit – Prior Service**

When the Plan was first introduced on April 1, 1977, Plan Participants at that time were granted additional Benefit Credits and Pension Credits to reflect prior service that would have qualified for pension purposes had the Plan existed before April 1, 1977. Participants on April 1, 1977, who worked at least 1,200 hours in the 21 months following April 1, 1977, were granted 1,200 hours of Benefit Credit and 1.0 year of Pension Credit for each year of continuous Union membership prior to April 1, 1977 (pro-rated for partial years), subject to a maximum of 15 years of Pension Credit and 18,000 hours of Benefit Credit.

## Is It Possible To Lose Benefit Credits, Pension Credits and Vesting Service?

Yes. This can happen if you are not Vested and have a Break in Service. A Break in Service occurs if you do not work a combined total of at least 350 Contributory Hours of Work over two consecutive calendar years. You will also give up your years of Pension Credit and Vesting Service if you are Vested, have a Break in Service, and subsequently elect the Portability Option.

For example:

On January 1, 2001, Larry began working for a Contributing Employer at age 25 and became a Participant at that time. In his first two years, he worked 200 Contributory Hours of Work each year, and earned 200 hours of Benefit Credit and 0.1 years of Pension Credit for each year. However, since he did not work the minimum 350 Contributory Hours of Work in either year, he did not earn any Vesting Service for those two years. In his third year he worked 500 Contributory Hours of Work and earned one year of Vesting Service and 0.4 years of Pension Credit, as well as 500 hours of Benefit Credit.

In 2004, he stopped working for his Contributing Employer and did not return to work with any Contributing Employer until 2007. Since he was away for two consecutive years, a Break in Service occurred on December 31, 2005. As Larry was not Vested at the time of his Break in Service, he lost the one year of Vesting Service, the 900 hours of Benefit Credit, and the 0.6 years of Pension Credit that he had earned before his Break in Service. Upon his return to covered employment in 2007, Larry will have to meet the participation rules again and he will not receive credit for any of his earlier service. Larry's history is shown in the following table.

Year	Contributory Hours	Contributory Hours Over Last Two Years	Vesting Service	Benefit Credit	Pension Credit
2001	200	n/a	0.0	200	0.1
2002	200	400	0.0	200	0.1
2003	500	700	1.0	500	0.4
2004	0	500	0.0	0	0.0
2005	0	0 *	0.0	0	0.0
<b>TOTAL</b>	<b>900</b>		<b>1.0 **</b>	<b>900</b>	<b>0.6</b>

\* Break in Service occurs at the end of the year as Larry has not worked at least 350 hours over the last two years.

\*\* Larry would have needed at least 2.0 years of Vesting Service to have been Vested at the time of his Break in Service. If he had worked 350 hours (or more) in either 2001 or 2002, he would have been Vested after the 2003 year.

## **Is There An Exception To This Break Rule?**

Yes, there is an exception to the Break in Service rule. A Break in Service can be avoided where, in the opinion of the Trustees, you have a disability that prevents you from working in your trade. The exception can only be applied to avoid a Break in Service for two years past the normal Break in Service date.

**YOU MUST MAKE YOUR APPLICATION FOR THIS EXTENSION WITHIN TWO YEARS OF THE DATE OF YOUR BREAK IN SERVICE.**

## **5. WHEN AM I ELIGIBLE FOR A BENEFIT?**

There are four types of pensions available under this Plan: normal, early retirement, deferred, and disability pension. This section describes your eligibility for each type of pension as well as your eligibility for a termination benefit.

### Normal Pension

You may retire on a normal pension if you are age 65 or older, no longer working for an Employer obligated to make contributions to the Plan on your behalf, and you are a Participant in the Plan. However, you must commence your pension before the last day of the calendar year in which you turn age 69.

### Early Retirement Pension

You may want to retire before age 65. If so, you may retire on an early retirement pension if you are at least age 55, you are Vested, and you are still a Participant (i.e., you have not had a Break in Service) at the time of your Retirement.

### Deferred Pension

If you have a Break in Service and you are Vested at that time, you are entitled to a deferred pension commencing anytime after you have attained 55 years of age, provided that you have not previously chosen the Portability Option.

### Disability Pension

You are eligible to receive a disability pension if you are totally and permanently disabled (as defined below), not eligible to retire on a normal pension, and have at least 10 years of Pension Credit.

## **Totally and Permanently Disabled**

You will be deemed totally and permanently disabled within the meaning of this Plan only if the Trustees, in their sole and absolute discretion, determine on the basis of written certification from a medical doctor, who is licensed to practise under the laws of the province in which you live, that you are totally unable, as a result of bodily injury or disease, to engage in or perform duties of any occupation for remuneration or profit, and such disability will be permanent and continuous for the remainder of your life.

To prove your disability, you must obtain the necessary forms from Funds Administrative Service Inc. The forms must be completed by your doctor. You may be required to be examined by a physician or physicians selected by the Trustees and if your application is approved, you may be required to be re-examined periodically.

## **6. HOW MUCH WILL MY BENEFIT BE?**

All benefits paid by the Plan are based on the amount of Normal Pension you have earned (see **HOW IS MY NORMAL PENSION AMOUNT CALCULATED** on page 9 for details of this calculation). The amount of your pension benefit will then depend on the type of retirement you qualify for and choose.

### Normal Retirement Pension

If you are a Participant and you elect to retire on or after your Normal Retirement Age (age 65), your pension benefit will be equal to your Normal Pension amount.

### Early Retirement Pension

If you are a Participant and you elect to retire before your Normal Retirement Age (age 65), your pension benefit will be less than your full Normal Pension amount. The Normal Pension amount is reduced to take into consideration the additional monthly payments you will receive between your early retirement age and your normal retirement age.

Your early retirement pension is equal to your Normal Pension amount reduced by 0.3333% for each month (4% for each year) you are younger than age 65 on your retirement date. Please note that the early retirement reduction does not apply to your Employee Normal Pension since the conversion of your employee contribution balance into a monthly pension already considers your age at retirement.

For example:

Keith is a Participant and is retiring at age 60 years and 6 months, thus Keith is 4.5 years (54 months) short of his Normal Retirement Age. Keith's Normal Pension amount (excluding his Employee Normal Pension) is \$275.61 per month. His Employee Normal Pension amount is \$34.59 per month. Since Keith is 54 months younger than age 65, his early retirement reduction factor is calculated as follows:

$$* 0.3333\% \times 54 \text{ months} = 18.0\%$$

$$* 100\% - 18.0\% = 82.0\% \text{ early retirement reduction factor}$$

Keith's Normal Pension amount (excluding the Employee Normal Pension) is multiplied by his early retirement reduction factor and then added to his Employee Normal Pension to calculate his early retirement pension.

$$* \$275.61 \times 82.0\% = \$226.00$$

$$* \$226.00 + \$34.59 = \$260.59$$

Rounding to the next highest dollar, Keith's early retirement pension is \$261.00 per month.

### Deferred Pension

If you are eligible for a deferred pension, you may elect to retire anytime after you reach 55 years of age. If you are age 65 or older, your pension will be calculated in the same way as a Normal Retirement Pension. If you are younger than age 65, your pension is calculated in the same way as an Early Retirement Pension.

### Disability Pension

If you are eligible for a disability pension, your pension benefit will be equal to your Normal Pension amount.

## **7. HOW IS MY NORMAL PENSION AMOUNT CALCULATED?**

Your Normal Pension amount is calculated by adding up the following three pieces. (Note that depending on when you first started working as a Participant, you may not have all three pieces.)

- a) **Prior Service Normal Pension** - The Normal Pension earned for prior service granted when you joined the Plan (see **Benefit Credit and Pension Credit – Prior Service** on page 5 for an explanation of prior service). You must have been a member of the Union prior to April 1, 1977 to have this piece.



- b) **Employee Normal Pension** - The Normal Pension earned in respect of any employee contributions you paid to the Plan. You will only have this piece if you were a Participant in the Plan between April 1, 1977 and June 30, 1982 and you made contributions to the Plan at that time.
- c) **Regular Normal Pension** - The Normal Pension earned for contributions remitted to the Plan on your behalf by a Contributing Employer while you were a Participant in the Plan. All Participants have this piece.

A description of each of these three pieces and how they are calculated is provided below.

#### Prior Service Normal Pension

Your monthly Prior Service Normal Pension is calculated by multiplying your total hours of Prior Service Benefit Credit (subject to the 30-year limit described on page 13) by \$0.00975. (Note that in the unusual situation where your Earned Contribution Rate is less than \$0.30, a lower benefit rate applies. Please contact Funds Administrative Service Inc. for more information in this situation.)

For example:

Mike joined Local 1 on January 1, 1975. When the Plan was introduced on April 1, 1977, he met the requirements to receive credit for prior service with the Union at that time and was granted 27 months of prior service, which works out to 2,700 hours of Prior Service Benefit Credit. Mike's monthly Prior Service Normal Pension is calculated as  $2,700 \times \$0.00975 = \$26.33$ .

#### Employee Normal Pension

Your monthly Employee Normal Pension is calculated by converting the value of the contributions you remitted to the Plan, including the interest earned on those contributions, into a monthly pension amount of equivalent value. The conversion rate that will apply cannot be determined in advance as it depends on your age at retirement and also changes monthly as interest rates increase or decrease.

For example:

Between April 1, 1977 and June 30, 1982, Mike contributed \$1,477.31 to the Plan. When Mike retired at the age of 60 on July 1, 2006, the interest credited on his contributions had increased his total to \$17,722.15, which was then converted into a monthly pension of \$111.65.

### Regular Normal Pension

Your monthly Regular Normal Pension is calculated by multiplying the applicable Benefit Unit from the following table with your total hours of Benefit Credit arising from employer contributions (subject to the 30-year limit described on the page 13). The applicable Benefit Unit is determined by looking up your Earned Contribution Rate in the following table.

Earned Contribution Rate	Benefit Unit	Earned Contribution Rate	Benefit Unit
\$0.25	\$0.00854	\$3.00	\$0.05267
0.50	0.01375	3.25	0.05488
0.75	0.01813	3.50	0.05704
1.00	0.02250	3.75	0.05783
1.25	0.02688	4.00	0.05858
1.50	0.03125	4.25	0.05933
1.75	0.03563	4.50	0.06013
2.00	0.04000	4.75	0.06088
2.25	0.04350	5.00	0.06163
2.50	0.04700	5.25	0.06242
2.75	0.04983	5.50	0.06317

The table shown is only a sample and does not show the Benefit Unit for all possible Earned Contribution Rates. An explanation of how your Earned Contribution Rate is calculated is provided in the section **HOW IS MY EARNED CONTRIBUTION RATE DETERMINED** on page 12).

For example:

Mike has 18,000 hours of Benefit Credit arising from Employer Contributions and his Earned Contribution Rate is \$3.00. Looking up the \$3.00 Earned Contribution Rate in the table above, we get a Benefit Unit of \$0.05267. Mike's monthly Regular Normal Pension is \$948.06 and is calculated as  $18,000 \times \$0.05267 = \$948.06$ .

Mike's total monthly Normal Pension amount therefore is the sum of his Prior Service Normal Pension (\$26.33), his Employee Normal Pension (\$111.65), and his Regular Normal Pension (\$948.06), for a total of \$1,086.04 (rounded up to \$1,087.00).

## 8. HOW IS MY EARNED CONTRIBUTION RATE DETERMINED?

When Contributions are first remitted on your behalf, your Earned Contribution Rate is the rate at which your first hours were reported. In order to move to a higher Earned Contribution Rate, you must work at least 2,400 hours at that higher rate. In addition, commencing with the Earned Contribution Rate calculated for you on December 31, 2002 (or at the end of your first year of participation if you joined the Plan after 2002), your Earned Contribution Rate cannot increase by more than \$0.25 over the prior year's Earned Contribution Rate. If the contribution rate remitted on your behalf increased by more than \$0.25, you must also have worked at least 600 hours at that higher contribution rate during the year to receive a \$0.25 increase for that year.

For example:

Rick joined the Plan on May 1, 2000. His employer contributions to the Plan at that time were \$1.50 per hour. By the time Rick retired on June 1, 2005, his Contributing Employer's contribution rate had increased to \$3.50. Rick's Earned Contribution Rate on his retirement date was \$3.25 and was calculated as follows:

Period	Contribution Rate	Hours Worked
May 1, 2000 to October 31, 2001	\$1.50	1,200
November 1, 2001 to April 30, 2002	\$2.50	1,800
May 1, 2002 to December 31, 2002	\$3.00	1,200

At December 31, 2002, Rick had 4,200 hours at the rate of \$1.50 or higher, 3,000 hours at \$2.50 or higher, and 1,200 hours at \$3.00 or higher. The highest rate meeting the 2,400 hour requirement was \$2.50, so his Earned Contribution Rate on December 31, 2002 was \$2.50.

For the years 2003 and 2004, Rick worked the following hours:

Period	Contribution Rate	Hours Worked
January 1, 2003 to October 31, 2003	\$3.00	1,500
November 1, 2003 to December 31, 2003	\$3.25	300
January 1, 2004 to October 31, 2004	\$3.25	1,500
November 1, 2004 to December 31, 2004	\$3.50	300
January 1, 2005 to May 31, 2005	\$3.50	700

At the end of 2003, Rick's highest contribution rate meeting the 2,400 threshold was \$3.00. Since Rick met the 600 hour requirement in 2003, he was eligible for an increase in his Earned Contribution Rate for that year. However, because of the \$0.25 increase restriction, his Earned Contribution Rate increased from \$2.50 to \$2.75.

After completing the 2004 Plan Year, Rick's highest contribution rate meeting the 2,400 threshold was still \$3.00 (since he only had 2,100 hours at \$3.25 or higher). Since Rick worked over 600 hours during 2004 at a rate of \$3.00 or higher, his Earned Contribution Rate increased from \$2.75 to \$3.00.

Prior to his retirement on June 1, 2005, Rick worked 700 hours at a \$3.50 per hour contribution rate. Rick now had 2,800 hours at a contribution rate \$3.25 or higher, and his Earned Contribution Rate was increased to \$3.25 upon his retirement.

## **9. HOW DOES THE 30-YEAR LIMIT AFFECT MY PENSION?**

The Plan pays a pension based on the Benefit Credits you earned over your last 30 years of Pension Credit (see page 5 for a description of Pension Credit). For every additional year of Pension Credit you earn after attaining 30 years of Pension Credit, one year of Pension Credit will be dropped off your earliest years of participation, starting with any Prior Service Pension Credits granted at that time.

If you continue to work after attaining 30 years of Pension Credit, your Normal Pension (excluding the Employee Normal Pension piece) cannot go down and will continue to increase in most cases. Your Normal Pension may continue to increase for the following reasons:

- a) The Benefit Unit rate for Regular Benefit Credits is higher than the Benefit Unit rate for Prior Service Benefit Credits (for example, the Benefit Unit for a \$3.00 Earned Contribution Rate is \$0.05267, which is more than five (5) times greater than the \$0.00975 Benefit Unit for Prior Service);
- b) The annual 1,200 hour Benefit Credit cap in effect prior to 1996 no longer applies (for example, if you work 1,800 hours every year, you receive 50% more Benefit Credit for each year prior to 1996 that is replaced with a year after 1995);
- c) Your Earned Contribution Rate may increase.

Your Employee Normal Pension piece will also increase in most circumstances but can potentially decrease over time in situations where interest rates are decreasing.

For example:

Nick joined Local 2 on April 1, 1973 and became a Participant of the Plan on the Plan's April 1, 1977 effective date. Nick was granted 4,800 hours of Prior Service Benefit Credits on the effective date and 3.9 years of Pension Credit.

Over the next 34 years, Nick alternated between slow years and busy years. In his slow years he worked 1,000 hours and in his busy years he worked 1,500 hours.

The table below shows how Nick's Normal Pension continues to grow, even after he attains the 30-year Pension Credit Limit in 2006.

Date	Prior Service Pension Credit	Regular Pension Credit	Total Pension Credit	Benefit Credit	Earned Contribution Rate	Normal Pension
12/31/2004	3.9	25.0	28.9	36,850	\$2.75	\$1,644.00
12/31/2005	3.9	25.8	29.7	37,850	\$3.00	\$1,788.00
12/31/2006	3.2	26.8	30.0	38,450	\$3.00	\$1,858.00
12/31/2007	2.4	27.6	30.0	38,490	\$3.25	\$1,980.00
12/31/2008	1.4	28.6	30.0	38,790	\$3.25	\$2,051.00
12/31/2009	0.6	29.4	30.0	38,830	\$3.50	\$2,178.00
12/31/2010	-	30.0	30.0	39,050	\$3.50	\$2,228.00
12/31/2011	-	30.0	30.0	39,080	\$3.75	\$2,260.00

## 10. WHAT HAPPENS IF I QUIT BEFORE I CAN RETIRE?

Quitting a job or changing Contributing Employers has no direct impact on your pension entitlement unless it leads to a Break in Service (see Section 2 for a definition of Break in Service).

If you are not Vested at the time you incur a Break in Service, you are not entitled to any benefits from the Plan. If you are Vested and incur a Break in Service prior to age 55, you are awarded a Deferred Pension. With a Deferred Pension, you can commence receipt of monthly pension payments anytime after age 55. If you are Vested and incur a Break in Service prior to age 55, you have the ability to exercise the Portability Option.

## Portability Option

If you incur a Break in Service, you will receive information from the Plan at that time if you are Vested. You will be asked to choose between receiving a Deferred Pension from the Plan, and transferring the Commuted Value of your Deferred Pension to another approved retirement savings vehicle.

The Portability Option provides you with a way to manage your retirement income directly by transferring the lump sum Commuted Value to:

- (i) another pension plan, if that other plan permits such transfers<sup>1</sup>,
- (ii) a Locked-In Retirement Account (LIRA), or
- (iii) an insurance company, to purchase a deferred annuity.

If you transfer your Commuted Value to a LIRA, you will be able to manage the investments directly. However, the investments remain “locked-in”, meaning you cannot access these funds until you reach retirement age. The decision to elect the Portability Option should be considered carefully and you should consult an independent financial advisor before making such a decision.

The decision to elect the Portability Option must be made at the time you incur a Break in Service. If you do not elect the Portability Option at that time, you will not get a second opportunity to transfer your Commuted Value in the future, in which case you will receive a Deferred Pension from the Plan.

If you do elect to transfer your Commuted Value using the Portability Option, you are no longer entitled to any benefits from the Plan for the period of service related to the transfer, and all related Vesting Service, Benefit Credit, and Pension Credit are cancelled.

The Portability Option is also available in the following circumstances:

- (i) To your surviving Spouse, if you should die prior to retirement;
- (ii) To your ex-Spouse, if he/she is awarded a portion of your pension upon the dissolution of your relationship; and
- (iii) To you at retirement, if your accumulated pension is less than the small benefit commutation limit (see CAN I OR MY SURVIVING SPOUSE TAKE A LUMP SUM CASH REFUND INSTEAD OF A PENSION on page 24 for

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<sup>1</sup> Note that very few pension plans accept these types of transfers because of the complexity and costs associated with the proper administration of these funds. For that reason as well, this Plan does not accept commuted value transfers from other plans.

further details).

### What Happens If I Return to Work After a Break in Service?

With two exceptions, the benefits you earn in respect of any active period of participation ending with a Break in Service are determined solely by reviewing your contributions and hours reported for that period of participation. In other words, if you meet the requirements to become a Participant in the Plan for a second or third time, your benefits for each period of participation will be determined in exactly the same manner as if it was the first time you joined the Plan. Any additional benefits you earn in a subsequent period of participation do not change the benefits you may be entitled to receive from an earlier period of participation. Similarly, your earlier hours and contributions will not be considered in determining the benefits you will receive from a later period of participation.

The first exception relates to the determination of your Earned Contribution Rate, which is determined by reviewing your entire history of contributions remitted to the Plan. The second exception applies to the vesting requirements. If you are Vested when you incur a Break in Service<sup>2</sup>, and you do not elect the Portability Option, you will be treated as immediately Vested should you recommence participation in the Plan in the future.

## **11. WHAT HAPPENS IF I RETURN TO WORK AFTER I RETIRE?**

If you return to work with a Contributing Employer after you retire and you are younger than age 69, you must notify the Administrator within 15 days of your re-employment.

The Administrator will then provide you with a choice which will only take effect if your total hours of re-employment reach 600 hours. Until you attain the 600 hours threshold, your pension will continue to be paid as usual and you will not earn any additional pension in respect of that period of re-employment. The Plan provides you with this choice due to restrictions under the Income Tax Act, whereby individuals are not permitted to both receive a pension and earn additional pension at the same time.

Your two choices if you are re-employed for 600 or more hours while you are receiving pension benefits are as follows:

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<sup>2</sup> The Break in Service must occur after January 1, 1990 as the rules did not provide for this exception prior to this date.

- (i) You may choose to have your monthly pension suspended while re-employed. Monthly pension payments will resume after you stop working and your pension will be recalculated at that time. The recalculation will be based on your previous form of pension, adjusted to reflect the change in the early retirement reduction factor (the early retirement reduction factor will be based on your age on your last retirement date, less the number of months of payment you received), plus the amount of pension payable from the Benefit Credits you earn during the re-employment period, excluding the first 600 hours, or
- (ii) You may choose to have your pension continue while you are re-employed. You will not earn any additional Benefit Credits and your pension will not be recalculated when you stop working.

You must notify the Administrator of your choice within 60 days of the date of notice of your eligibility for this option, otherwise it is assumed that you wish your pension to continue.

Option (i) is irrevocable during your period of re-employment, however option (ii) may be revoked by a written application for option (i) in the designated form.

Option (i) will be effective the first of the month following the completion of 600 hours of re-employment and the Administrator's receipt of your notice of election of option (i).

#### What Happens If I Return To Work After I Retire On A Disability Pension?

You must report to the Administrator in writing any and all earnings for any employment within 15 days after the end of each month in which you have had earnings in any sort of employment or pursuit. If you fail to make timely reports as required, you shall be disqualified from benefits for six months for each such violation.

If you recover from your disability prior to attainment of age 65, you must notify the Trustees in writing, otherwise on your subsequent retirement you will not be eligible for benefits for a period which is equal to the total of the number of months which have elapsed since you recovered from your disability and during which you received a disability pension under this Plan.

If you cease to be disabled and are, or become, eligible to retire on a normal, early retirement or deferred pension, you may apply in accordance with the Plan for such pension. In addition, the Administrator may recover from you any disability pension paid when you were not eligible for such benefits.



## 12. WHEN WILL PENSION BENEFITS BEGIN?

The date your pension will begin depends on the type of pension and some other factors outlined below.

A normal pension begins the later of the month you reach age 65, or if later, the month following the date you last work for a Contributing Employer. **Payments do not automatically begin – you must submit an application before your pension can commence to be paid.**

Between the ages of 55 and 65, you can commence receipt of an early retirement pension starting from the month following receipt of your application, or if later, the month following the date you last work for a Contributing Employer. You may, however, choose to have the pension start at a later date.

A deferred pension follows the same rules as the normal and early retirement pensions, depending on when you apply for your payments to begin.

A disability pension begins on the seventh month of disability.

## 13. HOW IS MY BENEFIT PAID?

### Normal Form - If You Do Not Have A Spouse

If you do not have a Spouse on your retirement date, you will receive your pension in the form of equal monthly payments that begin when you retire, and continue for your lifetime with a minimum of 60 monthly payments (except for a disability pension). If you die before you receive 60 payments, your last named beneficiary or estate will receive the remaining balance of the 60 monthly payments.

Note that the disability pension is payable for your lifetime only.

If you do not want to receive your pension in the normal form, you can choose an optional form of payment as described later (except for a disability pension). The optional forms allow you to elect shorter or longer guaranteed payment periods. Your monthly benefit will be actuarially adjusted so that the benefit you choose is expected to be equivalent in value to the normal form.

## Standard Form - If You Do Have A Spouse

If you have a Spouse on your retirement date, you must receive payments under the standard form of pension for married participants unless your Spouse signs a waiver as described below. The standard form is a joint and survivor benefit that pays a pension to you for your lifetime, and in the event you die prior to your Spouse, it pays 60% of your pension to your Spouse for his/her remaining lifetime.

The joint and survivor benefit is adjusted to take into consideration, your age and your Spouse's age, so that the total benefit provided is expected to be equivalent in value to the normal form.

If your Spouse dies while you are alive but after your pension begins, nothing changes and you will continue to receive your monthly pension for your lifetime.

If your Spouse dies while you are alive but before your pension begins, you are treated as not having a Spouse on your retirement date (see above for Normal Form – If You Do Not Have A Spouse).

Your Spouse may waive his/her rights to the survivor portion of the joint and survivor benefit by signing a Spousal Waiver Form. This form must be signed by your Spouse in the presence of a witness, outside of your presence, and no more than 90 days prior to the commencement of your pension. This form must be filed with the Administrator before benefit payments begin. If your Spouse signs the Spousal Waiver Form, you will be eligible for the normal form of pension as described above, or, you may choose an optional form of payment.

## **Optional Forms**

You may choose to receive your pension (except for a disability pension) in one of the optional forms described below. Your choice must be made at the time you apply for your pension.

### Life Annuity - No Guarantee

The life annuity form provides payment in equal monthly instalments that begin when you retire and continue for your lifetime only. Therefore, when you die, the payments stop.

### Ten-Year Guarantee

The ten-year guarantee form provides payment in equal monthly instalments that begin when you retire and continue for your lifetime. If you die before you receive 120 payments, your last named beneficiary or estate will continue to receive payments until a total of 120 monthly payments, before and after your death, have been made.

### Fifteen-Year Guarantee

The fifteen year guarantee form provides payment in equal monthly instalments that begin when you retire and continue for your lifetime. If you die before you receive 180 payments, your last named beneficiary or estate will continue to receive payments until a total of 180 monthly payments, before and after your death, have been made.

### Joint and Survivor Option (only for Participants with Spouses at Retirement)

This option provides reduced regular monthly payments during your lifetime. In the event of your death while your Spouse is still alive, your Spouse will receive 75% or 100% (depending on the option you selected on your application) of the amount you were receiving prior to your death, for the remainder of his/her lifetime.

### More Information On Optional Forms

If you want an optional form of payment, you must indicate this in writing on your application for your retirement benefit. An option may be revoked by a written request filed with the Administrator, and your pension will be recalculated, provided the request is made before benefit payments commence.

## 14. HOW IS MY SPOUSE PROTECTED IF I DIE BEFORE I RETIRE?

The Plan provides a benefit for your Spouse in the event of your death before you retire. Your Spouse may be eligible for a Spouse's Pension or Pre-Retirement Survivor Pension as described below. The Plan also provides a dependent survivor pension or lump sum death benefit where there is no Spouse, or where your Spouse has waived his/her entitlement to the death benefits.

### Spouse's Pension

If you die before you retire, but after you have accumulated at least five years of Pension Credit, your Spouse is entitled to a Spouse's Pension. Unless your Spouse has waived this entitlement, he/she will receive, for his/her lifetime:

- (i) a monthly annuity based on your employee contributions, if any, and interest; plus
- (ii) 50% of your Normal Pension (excluding the Employee Normal Pension) accrued to your date of death.

Your Spouse may elect the Portability Option in lieu of receiving a monthly pension.

### Pre-Retirement Survivor Pension

If your Spouse is not eligible for a Spouse's Pension, he/she will be entitled to a Pre-Retirement Survivor Pension payable for his/her lifetime. The amount of the Pre-Retirement Survivor Pension is determined in one of two ways:

1. If at your date of death, you have not attained age 55, the pension shall be the amount that can be provided with 100% of the Commuted Value of your Normal Pension accrued to your date of death.
2. If at your date of death, you have attained at least age 55, the pension shall be the amount of pension that would have been payable to your Spouse had you retired and been receiving your pension in the Joint & 60% Survivor form (see the Standard Form – If You Do Have A Spouse).

Your Spouse may elect the Portability Option in lieu of receiving the monthly pension.

## **15. CAN I LEAVE MY BENEFIT TO SOMEONE OTHER THAN MY SPOUSE?**

If you have a Spouse and you die before retirement, your Spouse is automatically the beneficiary of your pension benefits unless your Spouse had previously completed a Spousal Waiver Form and filed the form with the Administrator.

If you do not have a Spouse, or if you have a Spouse but he/she has completed a Spousal Waiver Form, the Plan will pay a death benefit to your dependant(s), beneficiary(ies), or estate. If you have one or more Dependants (as defined in Section 2), your Dependants may be eligible for a dependant survivor benefit. If you do not have a Dependant, your last named beneficiary or estate is eligible for the lump sum death benefit described below.

### Dependant Survivor Benefit - Children

If you die before you retire, have accumulated at least five years of Pension Credit, and no benefit is payable to your Spouse, your dependent children will receive a monthly pension equal to 50% of your Normal Pension. The dependant survivor benefit will be paid for up to 60 months so long as the child or children continue to meet the definition of Dependant over that period. This benefit will be divided equally amongst the eligible children.

### Lump Sum Death Benefit - Beneficiary

If you die before you retire and no death benefits are payable to your Spouse or Dependants, your beneficiary will receive a lump sum cash payment equal to:

1. If at your date of death, you have not attained age 55, the Commuted Value of your Normal Pension accrued to your date of death.
2. If at your date of death, you have attained at least age 55, the Commuted Value of the amount of pension that would have been payable to the Spouse had you retired, had a Spouse three years younger, and been receiving your pension in the Joint & 60% Survivor form.

### Post-Retirement Death Benefit

If you die after retirement and have maintained the standard form of payment, the pension will be paid to your Spouse, unless your Spouse has waived his/her entitlement to the death benefit. If your Spouse has signed a waiver, or you have chosen another form of pension, any remaining payments will be paid to the person last named as your beneficiary. If you die without a beneficiary, any remaining payments will be paid to your estate.

## Matrimonial Property Order

If there is a Matrimonial Property Order that gives some of your pension benefits to your ex-Spouse, the benefit under the Plan to which your current Spouse or beneficiary is eligible will be reduced accordingly.

## **16. HOW DO I APPLY FOR BENEFITS?**

A pension application is available from Funds Administrative Service Inc. You may ask for a form to be mailed to you at any time.

When you complete the application and have attached the required proof of age for both yourself and your Spouse (if needed), including any additional information required, you should sign the application and return it to Funds Administrative Service Inc. If you do not have a Spouse, you must include a Statutory Declaration of Marital Status form with your application. A Spousal Waiver Form must be included with your application if you have a Spouse and choose the normal form or an optional form other than the standard form. You are urged to submit your application at least one month before your intended retirement date.

Funds Administrative Service Inc. will acknowledge the receipt of your application and notify you if they require additional information.

## How To Apply For Survivor Benefits

Your Spouse, Dependant, or beneficiary should contact Funds Administrative Service Inc. in writing and submit a copy of the death certificate as soon as possible after your death. Your Spouse, Dependant, or beneficiary will be asked to submit proof of age (if applicable) and will be advised if additional information is required. Your Spouse, Dependant, or beneficiary should write to Funds Administrative Service Inc. with any questions concerning eligibility for survivor benefits. Funds Administrative Service Inc. will help in every way possible with the application.

## **17. CAN BENEFITS BE PAID WHILE I WORK AT ANOTHER JOB?**

In order to commence on pension, you must meet the Plan requirements and you must stop working for a Contributing Employer. If you return to work after your retirement, there are three possible scenarios:

- (i) you work for a company which is not a Contributing Employer, in which case your pension continues.
- (ii) you work for a Contributing Employer and choose to have your pension

stopped so you can accrue additional pension benefits. Your pension will be recalculated when you stop working, and will include the service you have earned, as well as making allowances for the time you did not receive your pension (see **WHAT HAPPENS IF I RETURN TO WORK AFTER I RETIRE** on page 16 for more information on this option).

- (iii) you work for a Contributing Employer and choose to have your pension continue. You will not receive any Pension Credit for the additional hours you work (see **WHAT HAPPENS IF I RETURN TO WORK AFTER I RETIRE** on page 16 for more information on this option).

A person age 69 or older is not eligible to choose option (ii).

You must notify the Administrator, in writing, within 15 days of employment with a Contributing Employer.

## **18. CAN I OR MY SURVIVING SPOUSE TAKE A CASH LUMP SUM REFUND INSTEAD OF A PENSION?**

Benefits paid from pension plans are generally “locked-in”, meaning the entitlement cannot be paid as a lump sum cash payment. In other words, the benefit must be paid in monthly payments after retirement.

However, there are some exceptions to this general rule. All death benefits payable to Saskatchewan Participants are not subject to the locking-in restrictions. In addition, if your monthly Normal Pension is less than 1/12<sup>th</sup> of 4% of the YMPE (i.e., less than \$175 per month in 2014), or the Commuted Value of your entitlement is less than 20% of the YMPE (i.e., less than \$10,500 in 2014), the Commuted Value of the entitlement can be taken as a lump sum cash refund, or it can be transferred to a regular RRSP.

If your entitlement is locked-in but you are not yet age 55 at the time of your Break in Service, you may choose the Portability Option and transfer the Commuted Value of your pension to another pension plan; a Locked-in Retirement Account (LIRA) to provide a pension no earlier than age 55; or you may purchase a deferred life annuity. At a Break in Service the information regarding this option will automatically be sent to you (see Portability Option on page 15 for further details).

Your surviving Spouse is also entitled to elect the Portability Option rather than a monthly annuity if he/she is eligible for a Spouse’s Pension or a Pre-Retirement Survivor Pension.

## **19. IS MY PENSION FROM ANOTHER PENSION PLAN RECOGNIZED?**

Yes, if you have earned Pension Credit under a related plan. A related plan is a pension plan which has a “pro rata reciprocal agreement” with this Plan. Your combined Pension Credit earned under both plans will be used to determine your eligibility for pension benefits; however, the benefit amount will be based on the individual benefit structure of each plan. Credit earned with a related plan can also serve to prevent a Break in Service under this Plan.

The Plan also has in place a number of “money follows the worker reciprocal agreements”. These agreements provide for the forwarding of pension contributions to a member’s home Local pension plan when he is working under a different jurisdiction.

In order to receive the benefits of a Reciprocal Agreement, you must notify the Fund office when you move to work under the jurisdiction of another Local. For pro rata agreements, you must also notify each Fund you have worked under when you apply for a pension.

## **20. WHAT HAPPENS IF THE PLAN TERMINATES?**

The Board of Trustees intends to continue the Plan indefinitely, but has the right to amend or end the Plan at any time. If the Plan is terminated, it will not affect your right to any benefit to which you are already entitled, as long as there are funds available to pay these benefits.

Administrative expenses would be paid first from the Plan assets. The remaining assets would be paid to Plan members to provide benefits that are fully funded, and lastly, to provide benefits that are not fully funded. If there are any surplus assets after paying all benefits, these assets would be used to improve benefits.

## **21. CAN I SIGN OVER MY BENEFITS?**

No. The Plan contains a provision prohibiting any assignment, sale, transfer, or attachment of a pension benefit. Benefits cannot be used as security for a loan.



**22. HOW WILL I KNOW WHAT MY BENEFITS ARE UNDER THE PLAN?**

You will receive a statement of the benefits you have earned, as well as your status under the Plan, each year.

**23. WILL THE BENEFITS PROVIDED UNDER THIS PLAN AFFECT THE CANADA PENSION PLAN BENEFITS IN ANY WAY?**

No. The benefits provided under this Plan are in addition to any Canada Pension Plan benefits for which you may be eligible.

**24. WHAT ELSE DO I NEED TO KNOW ABOUT MY PLAN?**

All contributions to the Plan are made by Contributing Employers, as agreed to in the collective bargaining agreement with the Union, or other agreement acceptable to the Trustees. All contributions remitted to the Plan on your behalf are paid into a trust fund and are carefully invested in order to provide the benefits as described in this booklet. The benefit levels are based on calculations made by an actuary so that the contributions will be sufficient to support the benefits provided by this Plan. Your Plan is administered by the Board of Trustees of the Bricklayers & Allied Craftworkers Pension Fund of Alberta and Saskatchewan, which is a jointly trustee board including both Union and Contributing Employer representatives.



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