

# UNITED BROTHERHOOD OF CARPENTERS PENSION FUND

CANADIAN PLAN SUMMARY PLAN DESCRIPTION





**CANADIAN  
SUMMARY PLAN DESCRIPTION  
PENSION PLAN FOR THE  
UNITED BROTHERHOOD OF CARPENTERS  
PENSION FUND (CANADIAN PLAN)  
2021**



**This booklet is the Summary Plan Description (“SPD”) for the Pension Fund as of January 1, 2021. It is meant to help you understand how the Plan works. It does not change the official rules and regulations in the official Plan document or other documents, including trust agreements establishing the Plan. Rights to benefits are determined only by referring to the full text of official Plan document (available for your inspection at the Fund Office) or by official action of the Board of Trustees. If there is any conflict between the terms of the official rules and regulations of the Pension Fund or the Plan it has adopted and this Summary Plan Description, the official rules and regulations shall control. In addition, the Board of Trustees reserves the right, in its sole and absolute discretion, to amend or end the Plan at any time.**

***IMPORTANT NOTE: This Summary Plan Description (SPD) is effective as of January 1, 2021. Different rules, including different benefit formulas, eligibility rules and methods of calculating service, may apply to a Plan Participant whose employment terminated, or who incurred a break in service, prior to January 1, 2021. Individuals whose employment terminated prior to January 1, 2021 are subject to the rules in effect at the time that their employment terminated.***

***Dear Canadian Plan Participant:***

We are pleased to provide you with this Summary Plan Description for the Pension Plan for the United Brotherhood of Carpenters Pension Fund (Canadian Plan) (the “Plan”). This booklet presents valuable information about your pension benefit, including:

- when you can become a participant;
- what the requirements are for eligibility; and
- how benefits are determined.

It’s important that you understand how the Plan works. That’s why we encourage you to read this booklet carefully. It’s also good to share it with your family so that they are aware of your pension benefit as well as any survivor benefit to which they may become entitled.

Please keep in mind that this booklet is an attempt to provide a summary of the Plan and does not cover all details in the Plan. Further, the official Plan document governs in the event of a conflict, discrepancy or omission, as this booklet is provided simply as a convenience to Plan members. Finally, subject to compliance with applicable legislation, the Plan can be changed, modified, amended or indeed terminated at any time.

To administer the Plan, the Plan Administrator requires certain personal information about you, such as your date of birth and Social Insurance Number. This information is generally provided by your employer. You will be asked to also provide other information, including details about your spouse or beneficiary, so benefits may be paid to the appropriate individual in the event of your death. On occasion, the Plan Administrator may need to share some of your personal information with actuaries and other pension professionals. The Plan Administrator will take all reasonable steps to protect the privacy of this information. By participating in this Plan, you are consenting to the Plan’s collection, use and disclosure of this personal information as required for the administration of the Plan.

We have made every effort to provide you with a straightforward, clear description of the Plan. We tried to explain everything in plain, everyday language when possible. Certain words and phrases, however, may still seem technical to you. If, after reading this booklet, you still have questions, please contact the Plan Administrator.

Sincerely,

The Board of Trustees

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## THE PLAN IN GENERAL

You are eligible to participate in this Plan if you are an Officer or Representative employed by a Local Union, Council, or the United Brotherhood in Canada and your employer has made the required contributions to the Pension Fund on your behalf. More information about eligibility requirements for participation can be found on page 4.

This Plan is financed entirely by employer contributions. You are neither required nor permitted to make contributions to this Plan.

This Plan offers the following types of pensions:

- Regular Pension,
- Unreduced Early Retirement Pension,
- Reduced Early Pension,
- Disability Pension, and
- Vested Pension.

A description of each of the above benefits, the eligibility requirements for each type, and the amount that you will receive are described in greater detail later in this booklet.

If you have a spouse when you become eligible to receive a pension, your pension is paid as a Joint & Survivor Pension unless both you and your spouse have rejected this standard form of payment in writing, witnessed and notarized.

It has always been the policy of the United Brotherhood of Carpenters and the Trustees to extend the same level of pension benefits to all persons covered by the Plan whether they work in Canada or the United States. Up to December 31, 1998, benefits were delivered through two separate Plans, the United Brotherhood of Carpenters Pension Fund (Canadian Plan) and the United Brotherhood of Carpenters Pension Fund (U.S. Plan). However, the *Income Tax Act (Canada)* (the “*Act*”) imposed more restrictive limits on the level of contributions, as well as the level of benefits for pension plans than the limits under United States law. In addition, the *Act* prohibited some early retirement features permitted in the United States.

In 1992, the Trustees implemented the following steps in order to continue to provide the same benefits as those provided to persons who work in the United States, while complying with the *Act*:

1. All benefits for employment after December 31, 1998 are provided from a plan established as a foreign plan under the rules of the *Act* (the “Foreign Plan”).
2. The previous Canadian Plan was “frozen” so that it will only provide benefits in respect of employment up to December 31, 1998 (the “Frozen Plan”). The Frozen Plan will provide the benefits for the period up to and including December 31, 1998 up to the limits permitted under the *Act*.

3. The Foreign Plan will provide two types of benefits. The first is any benefits that exceed the limits under the *Act* for employment up to and including December 31, 1998. The second is the entire benefit earned after December 31, 1998, including any benefits that exceed the limits under the *Act*.
4. As a result of these steps, if you earned benefits under the Canadian Plan prior to January 1, 1999, a portion of your pension will be paid from the Frozen Plan and the remainder will be paid from the Foreign Plan. The payment from the Foreign Plan will include that part of your benefit that exceeded the limits under the *Act* up to December 31, 1998, as well as your entire benefit after December 31, 1998. However, you will receive one monthly cheque that covers the amounts payable under both plans.

The important thing to remember is that these changes were made in order to provide the same level of benefits as persons who work in the United States to the extent possible. These changes will permit you to receive the total amount of the pension that you have accrued under the Canadian Plan, both before and after December 31, 1998.

This summary plan description is based on the Plan's Rules and Regulations effective January 1, 2021. Unless specifically stated otherwise, benefit entitlement of former employees who retired, terminated or died before January 1, 2021 will be governed by the rules in effect at the time of the former employee's retirement, termination or death, which may be different from those set out in this summary.

Please keep in mind that this booklet is an attempt to provide a summary of the Plan and does not cover all details in the Plan. Further, the official Plan document governs in the event of a conflict, discrepancy, or omission, as this booklet is provided simply as a convenience to Plan members. Finally, subject to compliance with applicable legislation, the Plan can be changed, modified, amended, or indeed terminated at any time.

## IMPORTANT POINTS TO REMEMBER

- In order to be **eligible** for a pension benefit you must be employed in a position that allows you to be a participant in the Plan.
- You are **vested\*** as soon as you become a participant in the Plan.
- You must **apply for benefits** when you wish to receive your pension benefit from the Plan. Details about application for benefits start on page 19.
- If you **return to work after benefits begin**, your benefit payments from the Plan may stop. Details about when Plan benefits stop if you return to work after retirement start on page 19.
- Remember to **inform the Plan Administrator** when you change your mailing address, become divorced, your spouse dies, or you wish to change your beneficiary.

\* *Vested* in the Plan means that you have a right to receive a pension benefit from the Plan and this right cannot be taken away from you.

## WHO CAN PARTICIPATE IN THE PLAN?

### Officers and Representatives

You are eligible to participate in this Plan if you are employed as an Officer or Representative by a Local Union or Council that is affiliated with the United Brotherhood of Carpenters, and the Local Union or Council has made the required contributions to the Pension Fund on your behalf. You are also eligible to participate in this Plan if you are an Officer or Representative employed by the United Brotherhood in Canada.

However, to become a participant you will have to meet the following requirements:

#### Full-time

If you are a full-time Officer or Representative, you will become a participant on the first day you receive compensation for full-time employment. You are considered to be *full-time* if you are employed in a position that requires you to work at least 1,000 hours each year.

#### Part-time

If you are not a full-time Officer or Representative, you will become a participant on the first day of the month following completion of the service and compensation requirements of the jurisdiction under which you work. These requirements are as follows:

##### *Alberta, British Columbia, New Brunswick or Newfoundland*

- 2 years of Continuous Service
- Compensation not less than 35% of the YMPE in each of two consecutive calendar years

##### *Ontario, Manitoba, Nova Scotia, Prince Edward Island or Saskatchewan*

- 2 years of Continuous Service
- the lesser of the following:
  - Compensation not less than 35% of the YMPE in each of two consecutive calendar years, or
  - Completion of 700 hours of Continuous Service in each of two consecutive calendar years.

##### *Quebec*

In Quebec, you will become a participant on the first day of the month following the calendar year in which you:

- Earned 35% of the YMPE, or
- Completed 700 hours of Continuous Service.

**Continuous Service** means unbroken employment as an Officer or Representative with a Local Union, Council, or the United Brotherhood, without regard to periods of lay-off from employment.

**YMPE** means the Year's Maximum Pensionable Earnings as defined in the Canada Pension Plan or Quebec Pension Plan.

## HOW DOES YOUR WORKING TIME COUNT?

The time you are employed as a participant counts for determining your **years of credited service**. Your credited service is used to determine the amount of your monthly pension.

### How Do You Earn Credited Service?

You earn one month of “future service credit” for each month that you work full-time as an Officer or Representative of a Local Union, Council or the United Brotherhood, as long as the required contributions are made to the Fund on your behalf.

**Example:** John began working full-time as a Representative on February 1, 2012. He is credited with one month of future service credit for each month he works as long as contributions are made to the Fund on his behalf. As of February 1, 2013, John has earned 12 months (one full year) of credited service.

If you are a part-time Officer or Representative, you may receive future service credit for periods of part-time employment, once you become a Participant, as long as the required contributions to the Fund are made on your behalf. The amount of service credit you receive for part-time employment is determined according to the following formula:

$$\text{Number of Years of Employment} \times \frac{\text{Actual Hours Worked Per Week}}{\text{Normal Hours Worked Per Week}} \text{ by Full-Time Employees}$$

**Example:** After he became a Participant, James began working 20 hours per week (part-time) as a Representative on February 1, 2012. If the normal number of hours per week worked by a full-time representative is 40 and contributions were made to the Fund on James’ behalf, James will have earned  $\frac{1}{2}$  year of future service credit (1 year of employment  $\times$  20 hours worked per week/40 hours) on February 1, 2013.

### If You Work For More Than One Local or Council

If you are employed at any time as a full-time Officer or Representative by more than one Local or Council, your credited service under the Plan will be combined as if you worked for only one employer. However, hours of employment may not be combined to determine whether you are a full-time or part-time employee under the Plan. You will still have to qualify as a Participant before credited service can start.

## **When Do You Become Vested?**

You attain vested status or become vested in the Plan **immediately** when you become a Participant in the Plan.

Once your benefits become vested, you cannot lose your right to a pension from the Plan, even if you are no longer employed as an Officer or Representative with a Local Union, Council or the United Brotherhood.

## **Note for Active Participants Covered by the Pension Legislation of Ontario who Terminate Participation in the Plan**

This section applies to Participants covered by Ontario law whose employment is terminated by the Local Union, Council or the United Brotherhood and the termination is not the result of willful misconduct, disobedience or willful neglect of duty by you that is not trivial and has not been condoned by the Local Union, Council or the United Brotherhood.

If your employment is terminated as described above and your combination of age plus years of participation in the Plan or years of Continuous Service equals at least 55 on the effective date of the termination, you have the right to receive:

- a pension in accordance with the terms of the Plan if you are eligible for immediate payment of the pension benefit,
- a pension in accordance with the terms of the Plan beginning at the earlier of:
  - the normal retirement date under the Plan, or
  - the date on which you would be entitled to an unreduced pension under the Plan if your termination had not occurred and if your participation continued to that date; or
- a reduced pension in the amount payable under the terms of the Plan beginning on the date on which you would be entitled to the reduced pension under the Plan if your termination had not occurred and if your participation continued to that date.

## WHEN ARE YOU ELIGIBLE FOR A PENSION AND WHAT KIND?

### Regular Pension

You are eligible for a Regular Pension when you are age 65.

### Unreduced Early Retirement Pension

A Participant shall be entitled to an Unreduced Early Retirement Pension if they:

- i. have attained age 62, or his age plus Continuous Service total 70 years or more;
- ii. have attained Vested Status in accordance with Section 3.11; and
- iii. have received the consent of the Local Union or Council or the United Brotherhood to retire on an Unreduced Early Retirement Pension.

The portion of your pension accrued on or after January 1, 2018 shall be unreduced if you have completed at least 15 years of Continuous Service and met conditions (i) through (iii). If you do not satisfy all conditions, the portion of your pension accrued on or after January 1, 2018 shall be reduced in accordance with Reduced Early Retirement rules of the Plan.

### Reduced Early Retirement Pension

You are eligible for a Reduced Early Retirement Pension if:

- you are at least age 55, and
- you have attained vested status, and
- you have received the consent of the Local Union, Council or the United Brotherhood in Canada to retire on a Reduced Early Retirement Pension.

***NOTE: If consent is not granted but you are at least age 55 and have attained vested status, you are eligible for an Actuarially Reduced Early Retirement Pension that is the equivalent value of your Regular Pension payable at age 65, based on your years of Continuous Service to your actual retirement date.***

## **Disability Pension**

If you joined the Plan before January 1, 2011, you are eligible for a Disability Pension if you become **totally and permanently disabled while you are actively employed** and:

- you are younger than age 62; and
- you have at least 5 years of Continuous Service.

If you joined the Plan after December 31, 2010, you are eligible for a Disability Pension if you become **totally and permanently disabled while you are actively employed and**:

- you are younger than age 65; and
- you have at least 5 years of Continuous Service.

### ***What is “Total and Permanent Disability?”***

You will be considered totally and permanently disabled for purposes of eligibility for a Disability Pension only if the Trustees receive a written certification from a medical doctor who is licensed to practice under the laws of a province or of the place where you reside confirming that you are suffering from a physical or mental impairment that prevents you from engaging in any employment for which you are reasonably suited by virtue of your education, training or experience, and that this disability can reasonably be expected to last for the remainder of your life.

### ***Other Conditions for Receipt of Disability Pension***

The Trustees may, in their discretion, require or accept a determination that you are entitled to a disability benefit from the Canada Pension Plan or the Quebec Pension Plan as proof that you are totally and permanently disabled.

The Trustees may at any time require evidence of your continued entitlement to government-sponsored disability benefits or appropriate proof of continued disability for continued payment of your Disability Pension.

## **Vested Pension**

You are eligible for a Vested Pension if you cease being employed as an Officer or Representative with a Local Union, Council or the United Brotherhood.

You are eligible to begin receiving your Vested Pension if you:

- are at least age 55, and
- have received the consent of the Local Union, Council or the United Brotherhood in Canada to retire on an Unreduced or Reduced Early Retirement Pension (whichever is applicable based on your age and service).

***NOTE: If consent is not granted and you are under age 65, you are eligible for an Actuarially Reduced Early Retirement Pension that is the equivalent value of your Regular Pension payable at age 65, based on your years of Continuous Service to your actual retirement date.***

## What Other Options Are Available?

If you are under age 55 when you cease being employed as an Officer or Representative with a Local Union, Council or the United Brotherhood in Canada, you may apply to receive the lump sum value of your Vested Pension in a cash payment (less withholding tax), in lieu of receiving your Vested Pension at retirement.

*NOTE: The lump sum option mentioned above is not applicable to the Frozen Plan portion of your Vested Pension. If you are entitled to Frozen Plan benefits and you are under age 55 when you terminate employment, you may elect to transfer the lump sum value of the Frozen Plan portion of your Vested Pension on a tax-free basis directly to a locked-in retirement savings arrangement as permitted by pension law, subject to maximum limitations under the Income Tax Regulation. Contact the Plan Administrator for more information about these alternate payment forms.*

## HOW MUCH WILL YOUR PENSION BENEFIT BE?

### Regular Pension or Unreduced Early Retirement Pension

The amount of the Regular Pension benefit is based on:

- your **years of credited service**, and
- your **final compensation**.

**Final compensation** is the average of the highest 36 consecutive months of salary in the five consecutive years of your participation during which your compensation was the highest. Note that earnings used for the purposes of Final compensation after December 31, 2017 will limit annual increases to 3% from the prior year. The example below will show this.

**Example:** Ernie plans to retire on January 1, 2020. The five-consecutive-year period during which his salary was highest is from 2015 through 2019, as shown below:

2019	\$65,000
2018	\$62,000
2017	\$60,000
2016	\$58,000
2015	\$55,000

Earnings used for the purposes of Final compensation after December 31, 2017 will limit annual increases to 3% from the prior year. Using the example above, Ernie's highest paid 36 consecutive months during this period occurred from January 2017 to December 2019. However, the earnings in 2018 are limited to 3% of his 2017 earnings and the 2019 earnings are limited to 3% of the adjusted 2018 earnings. Since his 2018 earnings increased 3.33% ( $\$62,000/60,000$ ) from 2017, his 2018 earnings are capped at \$61,800 (3% more than \$60,000). Similarly, the 2019 earnings used in the Final compensation cannot be larger than  $\$61,800 \times 1.03$  or \$63,654. The Final compensation is calculated below:

	Actual Earnings	Post 2017 Earnings Capped at 3%	Earnings used for Final Compensation
2017	\$60,000	\$60,000	\$60,000
2018	\$62,000	\$61,800	\$61,800
2019	\$65,000	\$63,654	<u>\$63,654</u>
Total used for determination of Final compensation:			\$185,454

**Final Compensation = \$185,454 divided by 36 = \$5,151.50,**

**Remember -** A Participant shall be entitled to an Unreduced Early Retirement Pension if they:

- i. have attained age 62, or his age plus Continuous Service total 70 years or more;
- ii. have attained Vested Status in accordance with Section 3.11; and
- iii. have received the consent of the Local Union or Council or the United Brotherhood to retire on an Unreduced Early Retirement Pension.

The portion of your pension accrued on or after January 1, 2018 shall be unreduced if you have completed at least 15 years of Continuous Service and met conditions (i) through (iii). If you do not satisfy all conditions, the portion of your pension accrued on or after January 1, 2018 shall be reduced in accordance with Reduced Early Retirement rules of the Plan

#### ***Calculating Your Regular or Unreduced Early Retirement Pension If You Joined the Plan Before 2011***

If you joined the Plan before 2011, your monthly Regular or Unreduced Early Retirement Pension is:

2.5% x your final compensation x your years of credited service.

The amount of your Regular Pension cannot be more than 75% of your final compensation.

##### ***Example:***

- Robert is age 65 and has 25 years of credited service when he retires.
- His final compensation is \$4,000 per month.
- His Monthly Regular Pension is  $2.5\% \times \$4,000 \times 25 = \$2,500$
- His Maximum monthly Regular Pension =  $75\% \times \$4,000 = \$3,000$
- Robert's Monthly Regular Pension is the lower of \$2,500 or \$3,000.
- Robert gets \$2,500 per month.

#### ***Calculating Your Regular Pension If You Joined the Plan After December 31, 2010***

If you joined the Plan after December 31, 2010, your annual Regular Pension is:

2.0% x your final compensation x your years of credited service.

The amount of your Regular Pension cannot be more than 75% of your final compensation.

##### ***Example:***

- Joe started in 2015 and is age 65 with 40 years of credited service when he retires.
- His final compensation is \$4,500 per month.
- Joe's Monthly Regular Pension is  $2.0\% \times \$4,500 \times 40 = \$3,600$
- His Maximum Monthly Regular Pension =  $75\% \times \$4,500 = \$3,375$
- Joe's Monthly Regular Pension is the lower of \$3,600 or \$3,375.
- Joe gets \$3,375 per month.

## Reduced Early Retirement Pension

The amount is calculated in two steps. First, the Regular Pension you would receive if you were retiring at age 65 is calculated. Second, that amount is reduced by the following:

- If you became a Participant prior to January 1, 2011:  
*1/8 of 1% (0.125%) for each month your pension starts before you reach age 62*
- If you became a Participant after December 31, 2010:  
*1/12 of 6% (0.50%) for each month your pension starts before you reach age 65*

**Note:** *If consent is not granted but you are at least age 55 and have attained vested status, you are eligible for an Actuarially Reduced Early Retirement Pension that is the equivalent value of your Regular Pension payable at age 65, based on your years of Continuous Service to your actual retirement date.*

**Note:** *If you don't have 15 years of service, your pension earned on service after January 1, 2018 is reduced actuarially as described above.*

### **Example:**

- Susan retired three months after reaching age 60
- Her monthly Regular Pension benefit was determined to be \$1,750
- Her Reduced Early Retirement Pension benefit is calculated as follows:
- Number of months before age 62 = 21 months
- Early retirement reduction percentage =  $21 \times 1/4 \text{ of } 1\% = 5.25\%$
- Early retirement reduction amount =  $5.25\% \times \$1,750 = \$91.88$
- Reduced Early Retirement Pension =  $\$1,750.00 - \$91.88 = \$1,658.12$

Susan's monthly Reduced Early Retirement Pension benefit is \$1,658.50 since the Plan rounds benefit amounts to the next higher increment of 50 cents.

## Disability Pension

Your monthly Disability Pension amount is calculated in the same way as the monthly Regular Pension, regardless of your age when you become totally and permanently disabled. The calculation uses your actual period of credited service up to the commencement of your Disability Pension.

**Example:** Martin becomes totally and permanently disabled in February 2013 and receives his final paycheck for February. His final compensation was \$4,000 per month and he had 17 years of service as of that date. Beginning March 1, 2013 Martin's Disability Pension is calculated as follows:

$2.5\% \text{ (joined before 2011)} \times \$4000 \text{ (final compensation)} = \$100$

$\$100 \times 17 \text{ (years of service)} = \$1,700 \text{ per month (Disability Pension)}$

Martin's monthly Disability Pension benefit is \$1,700.

***NOTE: Your monthly Disability Pension will never be less than 15% of your final compensation.***

### ***How Long Does Your Disability Pension Continue?***

Your Disability Pension begins in the month following the month in which you last received salary and continues for your lifetime as long as you are considered by the Trustees to have a total and permanent disability. Payments will cease if your disability ends while you are younger than age 65. If you recover and return to work as a full-time Officer or Representative, you will again earn years of credited service. You may then apply for a Regular Pension or Early Retirement Pension.

### **Vested Pension**

If you are a Former Participant, the amount of your Vested Pension depends upon when you elect to begin receiving your benefit. If you elect to begin receiving your Vested Pension before age 65, the amount also depends on whether you have received the consent of the Local Union, Council or the United Brotherhood in Canada to retire at that time:

- If you have consent of the Local Union, Council or the United Brotherhood in Canada, and have reached your Unreduced Age, your benefit is calculated in the same way as a ***Regular Pension*** (described on page 11).
- If you have consent of the Local Union, Council or the United Brotherhood in Canada, and have not reached your Unreduced Age, your benefit is calculated in the same way as an ***Early Retirement Pension*** (described on page 12).
- If you elect to begin receiving your Vested Pension between the ages of 55 and 65 and you have not received consent, you are eligible for an Actuarially Reduced Early Retirement Pension that is the equivalent value of your Regular Pension payable at age 65, based on your years of Continuous Service to your actual retirement date.

## HOW WILL YOUR BENEFITS BE PAID?

In the previous section, we explained how the various types of pensions available from the Plan are calculated. This section explains the forms in which these pensions can be paid and the effect different forms of payment have on the amount of your benefit.

### Standard Form If You Have a Spouse

If you have an eligible spouse as prescribed by the law of the province in which you live, the required form of payment is the Joint & Survivor Pension.

**NOTE:** *Under this Plan, a spouse is generally considered to be a person to whom you are legally married or with whom you are in a common law relationship for a period of time. However, the precise definition of a spouse varies depending upon the province in which you live. In certain provinces, your spouse may waive his or her right to receive a pension. Please contact the Plan Administrator for more information.*

Under the Joint & Survivor Pension, you will receive a reduced monthly benefit payable for life. The amount of the reduction depends on your age and your spouse's age at the time you begin receiving your pension benefits, and whether or not your retirement is due to a disability. Upon your death, your spouse will receive 60% of your reduced monthly benefit amount throughout his or her lifetime.

**Example:** When Robert, from our example on page 11, retires at age 62, his wife is 60 years old. Robert's monthly Regular Pension is calculated on page 11 as \$2,500. When this benefit is reduced to provide for the Joint & Survivor Pension, his benefit is \$2,243 a month for life. When he dies, Robert's wife receives 60% of his pension amount – or \$1,346 – a month for her lifetime.

Please note that the actual reduction in your pension will vary according to individual circumstances. Contact the Plan Administrator for more information about calculating your monthly pension amount.

If you wish, you and your spouse may reject this form of payment and elect one of the optional form described starting on page 16. Your rejection and your spouse's agreement must be in writing, on the form approved by the pension authority in your province and signed and submitted according to the province's requirements.

Changes to your marital status after you retire may impact the amount of pension you receive and will depend on your specific circumstances, potential court orders and the provincial regulations in which your pension was earned.

### Standard Form If You Do Not Have a Spouse

If you do not have an eligible spouse when you retire or if you and your spouse reject the Joint & Survivor Pension, your pension will be paid in the full amount calculated in the previous section. You will receive a monthly benefit throughout your lifetime.

In any case, a minimum of 36 monthly pension payments will be made. If you die before 36 monthly payments are made, your beneficiary is entitled to receive your monthly pension for the remainder of the 36-month period. If you die after receiving 36 monthly pension payments, Plan benefits will stop and no further benefits are payable from the Plan. (NOTE: The standard form of a Disability Pension does not include this minimum of 36 monthly payments.)

If you wish, you may reject this form of payment and elect one of the optional forms described below. Your rejection must be in writing, witnessed and notarized within 90 days of the date your pension starts.

### **Optional Forms of Payment**

If you reject one of the standard payment methods, you may elect one of the following options, instead. You may change your election at any time before your retirement. However, you may not change your election once you have begun receiving your pension.

#### ***Elected Joint & Survivor Option***

Under this option, like the Joint & Survivor Pension, you are paid a reduced monthly pension amount for life. Upon your death, your spouse will receive a monthly benefit of either 75% or 100% of the amount you were receiving. The amount that your monthly benefit is reduced depends upon your age, the age of your spouse, whether or not your retirement is disability-related, and the level of survivor benefit that you elect. Generally, the higher the percentage of the survivor benefit, the greater the reduction will be in your monthly pension amount. You may not elect this option if the annual amount payable to your spouse after your death is less than 1/12 of 4% (or 2% in some provinces) of the YMPE. You may change your election at any time before you retire.

#### ***Level Income Option***

If you retire between ages 55 and 65, you may not yet be eligible to receive benefits from the Canada Pension Plan (CPP) or the Quebec Pension Plan (QPP). With the Level Income Option, the Plan allows you to have a more or less level income over the entire period of your retirement, instead of a much lower income before age 65 and a higher income once you begin receiving benefits from the CPP or the QPP.

If you elect the Level Income Option, your Early Retirement Pension benefit from the Plan will be higher before age 65. Once you reach age 65, your Early Retirement Pension from the Plan will be decreased.

Even though the full CPP or QPP amount is taken into consideration in calculating the benefits payable under this option, you should be aware that the benefits payable from the Plan are independent of benefits provided under the CPP or QPP. If you elect this option and you are not eligible for or do not apply for CPP or QPP, or if CPP or QPP benefits are reduced or cancelled, the Trustees, the Fund or your employer will not be responsible for the payment of the CPP or QPP benefits.

### **If Your Spouse Dies Before You**

If you retire with the Joint & Survivor Pension or an Elected Joint & Survivor Option form of payment and your spouse dies before you, your benefit will revert to the pension amount that you would have been entitled to before the reduction for the Joint & Survivor form of payment is made. This change will take effect in the month immediately following the month in which your spouse dies.

## WHAT ARE THE PLAN'S SURVIVOR BENEFITS?

In addition to providing protection for survivors of retired participants, the Plan provides protection for survivors of participants who die before retirement.

### **Spouse's Benefit**

Your surviving spouse is eligible for a Spouse's Benefit if you are an active participant or a former participant with a Vested Pension and you die before retirement.

Under provincial law, your spouse may reject entitlement to the Spouse's Benefit by signing an official waiver form. Contact the Plan Administrator for more information about rejecting this benefit.

***NOTE: The Spouse's Benefit described in this section is subject to any division of benefits on marriage breakdown as decreed in a court order.***

### ***How Much is the Spouse's Benefit?***

The Spouse's Benefit is an immediate monthly pension payable for the life of your spouse, based on the Commuted Value of your accrued pension benefit. The monthly amount will be calculated by the Plan's actuary. Depending on the province in which you reside, different payment forms of this benefit are available. Contact the Plan Administrator for more information about these alternate payment forms.

### **Death Benefits**

If you are an active participant or a former participant with a Vested Pension who has no eligible spouse and you die before retirement, a Death Benefit will be paid to your designated beneficiary. This Death Benefit will not be paid if a Spouse's Benefit or other survivor's option is payable.

The Death Benefit will be a lump sum equal to the commuted value of your accrued pension.

### ***Applying for the Spouse's Benefit or Death Benefit***

When your surviving spouse or beneficiary applies for any benefit payable on your death, he or she must provide proof of your death.

### ***Naming Your Beneficiary***

You may name anyone you wish to be your beneficiary (subject to any applicable provincial law). To do so, complete the Plan's beneficiary designation form and return it to the Plan Administrator.

You may change your beneficiary designation at any time before you retire. If you do not designate a beneficiary and you die, your Death Benefit will be payable to your estate. The Plan Administrator will pay this benefit upon application by the personal representative of your estate.

## **HOW DO YOU APPLY FOR YOUR BENEFITS?**

Within one month before you would like your pension benefits to begin, you should file a retirement application with the Plan Administrator. You should complete and return your application as soon as possible. This helps to avoid delays in processing your application or starting your benefits.

### **When Do Your Pension Benefits Begin?**

Your pension benefits begin on the first day of the month after you complete the eligibility requirements for your pension and have submitted your application.

### **Can Pension Benefits Be Suspended?**

Yes. If you return to work after retirement, but before the end of the year in which you attain 71 years of age, your pension will be suspended for any month you work as a full-time Officer or Representative.

You must notify the Plan Administrator in writing within 15 days of your first day of work as a full-time Officer or Representative. You also must notify the Plan Administrator within 15 days after you stop working in order for your pension payments to begin again. Your pension payments resume the month after you stop working.

If you return to work as a full-time Officer or Representative for at least 36 consecutive months before retiring again, your monthly pension amount may be recalculated to take into account any additional years of credited service or your new final compensation.

Contact the Plan Administrator before returning to work to find out what the effect will be on your pension.

### **What Can You Do If You Are Denied A Pension?**

Within 90 days after the Plan Administrator receives your pension application, you will be notified if your application is accepted. Under special circumstances, the Plan Administrator may notify you that another 90 days are needed to process your application.

If your application is denied, in whole or in part, the Plan Administrator will tell you:

- the specific reasons for the denial,
- the exact Plan provision(s) on which the decision was based,
- what additional material or information is relevant to your case, and
- what procedure you should follow to get your claim reviewed again.

If an application is denied by the Plan Administrator, you have the right to apply for a review. You must do this, in writing, within 180 days after you receive or were eligible to receive the application denial notice. Your application may include any additional information that you wish to submit.

After receiving your request for review, the Plan Administrator will review your application again. If you wish, you can also review any documents the Plan Administrator has that concern your application, such as copies of the Plan or special information relating to your application.

The Plan Administrator must make a final decision on your application within 180 days after receiving your review request. The final decision must be in writing, clearly stating the reasons for the decision and the provisions of the Plan upon which the decision was based.

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

The Board of Trustees intends to continue the Plan described in this booklet indefinitely but reserves the right to amend or end it at any time and for any reason. You will be notified if the Plan is amended or terminated; however, the change may be effective before a notice is delivered to you.

If the Plan is terminated, it will not affect your right to any benefit to which you have already become entitled, to the extent then funded, in accordance with provincial law.

## **OTHER IMPORTANT INFORMATION**

### **What Happens If You Divorce?**

In the event of a maintenance, support, divorce, annulment, separation agreement or domestic contract established under applicable matrimonial Property Law, and decreed in an appropriate court order, Plan benefits may be divided and your own pension benefit reduced accordingly.

### **Can Your Benefits Be Assigned?**

No. Except in the case of a marriage breakdown, the Plan prohibits any form of assignment, sale, transfer, attachment, or garnishment of your pension benefits as required by law. However, the Canada Revenue Agency may have the right to demand that the Plan Administrator send your benefit to it if you have unpaid income taxes. Also, it cannot be used as security for a loan or mortgage.

### **Forwarding Address**

Plan participants, terminated employees who have a Vested Pension, retirees and beneficiaries who receive benefits should keep the Plan Administrator informed of their current addresses to assure proper payment of benefits.

## ADMINISTRATIVE INFORMATION

<b>Official Name of the Plan</b>	Schedule A, United Brotherhood of Carpenters Pension Fund (Canadian Plan)
<b>Type of Plan</b>	Defined Benefit Pension Plan
<b>Plan Administrator</b>	BeneSys Administrators
<b>Agent for Legal Service of Process</b>	The Board of Trustees
<b>Plan Year</b>	January 1 - December 31

***Plan Administrator***

BeneSys Administrators  
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***Counsel***

DLA Piper

***Auditor***

Grant Thornton LLP

***Consultants and Actuaries***

Segal

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## A FINAL WORD

Please keep in mind that this booklet is an attempt to provide a summary of the Plan and does not cover all details in the Plan. Further, the official Plan document governs in the event of a conflict, discrepancy or omission, as this booklet is provided simply as a convenience to Plan members. Finally, subject to compliance with applicable legislation, the Plan can be changed, modified, amended or indeed terminated at any time.

Every effort has been made to accurately explain this Plan in plain, straight-forward language, but you should feel free to contact the Plan Administrator if you have any questions.

***PLEASE NOTE: The Trustees have the right to amend, delete, add, or change the Plan provisions and administrative rules as they apply to active and retired participants, including the right to add, vary or delete benefits, monetary or otherwise, as circumstances may warrant.***