

Local 1460 Alberta
Millwrights



The Millwrights' Local 1460 Pension Plan
Member Information Booklet **January 2014**



The Millwrights' Local 1460 Pension Plan

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INDEX

Millwrights' Local 1460 Pension Plan3

Membership in the Plan.....4

 Eligibility4

 Contributions.....4

 General Retirement Provisions.....4

 Pension Payments5

 Death of a Member7

 Termination of Membership8

 Marriage Breakdown.....9

 Small Pensions9

 Annual Statements10

 Amendment and Termination of the Plan10

 Funding and Benefits Policy10

Glossary11



MILLWRIGHTS' LOCAL 1460 PENSION PLAN

INTRODUCTION

This booklet contains an outline of the Millwrights' Local 1460 Pension Plan ("the Plan") provided by collective agreements between the Millwrights Local Union 1460 and the Millwrights Employers who execute, accept or are bound by the current Collective Agreement. A Glossary at the end of this booklet explains some important pension terms.

The Millwrights' Local 1460 Pension Trust Fund ("the Fund") receives contributions for the purpose of providing pension and other benefits for the Plan's Members in accordance with the rules and regulations of the Plan. Your pension plan is designed to provide part of your retirement income, with additional retirement income coming from government programs such as the Canada Pension Plan (CPP) and Old Age Security (OAS), and your personal savings such as RRSPs and TFSAs.

THE BOARD OF TRUSTEES

The Plan was developed and is administered by a Board of Trustees consisting of three Union and three Employer representatives. Professional money managers invest the Fund's assets. Generally, the Trustees are responsible for operating the Plan to ensure the best possible benefits are provided and sufficient assets are available to provide accrued benefits. The Trustees also resolve any disagreements concerning rights or benefits under the Plan and have the authority to make changes to the Plan. While the Trustees are responsible for the management of the Fund and the Plan, they delegate the day-to-day record keeping and benefit processing activities to an Administrator and other service providers.

MEMBER'S RIGHTS

As a Member of the Plan, you are entitled to receive this summary booklet and may review the official Plan documents on request. You will also receive an annual statement of your earned benefits under the Plan.

If you have questions about the Plan not answered in this booklet, please call the Administrator:

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MEMBERSHIP IN THE PLAN

ELIGIBILITY

You automatically become a Member of the Plan if you are a Member in good standing of Millwrights' Local 1460, an Employee covered by a Collective Agreement under which a contribution is required to be made on your behalf to the Fund, or an Employee of the Union.

If you are a Pensioner and recommence employment covered by the Plan, you may elect one of the following options:

- (a) Payment of your pension will continue and you will be ineligible to be re-designated as an active Member. This means you will not receive additional pension credits for the hours worked after your retirement.
- (b) Payment of your pension will be suspended and you will be eligible to become a Member. Your pension payments will be suspended and you will become an active Member on the first day of the month following your election of this option. Each period of membership will be treated separately and the amount of pension will be recalculated taking into account the amount of pension earned for the period of re-employment.

If no election is submitted in writing to the Trustees within 30 days following your re-employment, it will be deemed you have chosen option (a).

CONTRIBUTIONS

As a Member of the Plan, contributions are made on your behalf to the Fund by your Employer in accordance with the applicable Collective Agreement. Members are neither required nor allowed to make contributions to the Plan.

GENERAL RETIREMENT PROVISIONS

Retirement Date

You may choose your Retirement Date subject to the applicable Plan rules. You may not, however, ask that your Retirement Date be set retroactively. The earliest date your pension benefits can commence is the later of the first day of the month in which your completed Application for Benefits form is received by the Administrator and following ceasing employment with an Employer.

NOTE: A request for information is not an official application for retirement.

Normal Retirement

Your normal retirement date is the first of the month coinciding with or first following the date of your 60th birthday. The amount of pension you will receive commencing on your normal retirement date will be equal to the amount you earned as of that date.

Postponed Retirement

You may postpone retirement and continue working beyond age 60. You will continue to accumulate pension credits on hours earned beyond age 60 and prior to December of the year of your 71st birthday. Your pension will commence when you cease employment and deliver your Application for Benefits form to the Administrator.



REMEMBER: You must apply for your pension, it is not issued automatically.

Early Retirement

You may elect to retire early any time after your 50th birthday. Your early retirement date will be the later of; the first of the month in which your Application for Benefits form is received by the Administrator, the month you select to commence your pension, and the month after you cease to be employed by an Employer, providing you are Vested.

If at the time of your early retirement, the sum of your age and the years of Pensionable Service is **less** than eighty-four (84), the monthly pension will be reduced by the sum of:

- (a) One quarter (1/4) of 1% for each month, to a maximum of 24 months, that your early retirement date precedes the month of your 60th birthday; plus
- (b) One half (1/2) of 1% for each month your early retirement date precedes the month of your 58th birthday.

If at the time of your early retirement, the sum of your age and the years of Pension Service is **equal to or more than** eighty-four (84), you will be entitled to have your pension calculated without reduction, providing that the sum of your age and Early Retirement Eligibility Service is at least eighty (80). If this sum is less than eighty (80), the monthly pension will be reduced by one-quarter (1/4) of 1% per month for each month prior to the date on which the sum would have totaled to eighty (80).

PENSION PAYMENTS

Applying for your Pension

When you decide to retire, we recommend you apply for benefits at least 60 days before your desired retirement date and promptly complete and return the Application for Benefits forms provided by the Administrator. You must supply proof of your age and, if you have one, your Pension Partner's age.

Retirement Pension Benefits

When you apply for benefits, a retirement options statement will be issued which will include the pension credited to the date of your retirement, in addition to other details relating to your membership in the Plan. You will receive a pension based on your Pension Service and your elected option. A Member retiring on or after January 1, 2001 is entitled to a pension equal to the sum of the following:

Years of Credited Past Service rendered before July 1, 1972			<i>multiplied by</i>	\$24.94
Total number of hours of Credited Current Service between July 1, 1972 and Dec 31, 2007 (Maximum of 3,500 hours)	<i>divided by</i>	1,500 Hours	<i>multiplied by</i>	\$63.95
Total number of hours of Credited Current Service on or after January 1, 2008	<i>divided by</i>	1,500 Hours	<i>multiplied by</i>	\$90.00



Examples of Monthly Pension Calculations

- 1) **Normal Retirement:** A Member retires at age 60 with 26 years of credited service and continuous employment, with 1,500 hours each year. Assuming the 26 years run from January 1988 to December 2013, this Member would qualify for a monthly pension of:

20 years x 1,500 hours = 30,000 hours 30,000 hours x \$63.95/1,500 hours = \$1,279, and
6 years x 1,500 hours = 9,000 hours 9,000 hours x \$90.00/1,500 hours = \$ 540.

Therefore, the total monthly pension will be **\$1,819**.

- 2) **Early Retirement:** A Member retires at age 55 with 26 years of credited service and continuous employment, with 1,500 hours each year. Assuming the 26 years run from January 1988 to December 2013, this Member would qualify for a monthly pension of:

20 years x 1,500 hours = 30,000 hours 30,000 hours x \$63.95/1,500 hours = \$1,279, and
6 years x 1,500 hours = 9,000 hours 9,000 hours x \$90.00/1,500 hours = \$ 540.

However, the sum of the Member's retirement age and Pensionable Service is 81. This does not meet the required sum of 84, so the monthly pension will be reduced by:

- 1/4 of 1% for each month between age 58 to 60, to a maximum of 24 months = 6%, and
- 1/2 of 1% for each month prior to the Member's 58th birthday. Assuming the Member's birthday is in January, this would be 36 months = 18%.

The total early retirement reduction is 24%. The monthly pension, prior to reduction, is \$1,819. After reduction, the monthly pension will be **\$1,382.44** (76% of \$1,819).

Forms of Pension Payments

When you retire, the credits you earn in your individual pension account become a pension payable in monthly installments for as long as you live. Your last pension payment is paid at the end of the month in which your death occurs. When you retire, you will be given the option to choose another form of payment which may be more suitable to your personal needs.

If you have a Pension Partner, your Pension Partner is automatically your beneficiary, unless she waives her rights by filing a government-prescribed Waiver form. If you do not have a Pension Partner or dependent children, you will be asked to name a beneficiary for the survivor benefit. If you do not name a beneficiary, any benefits payable on your death must be paid to your estate.

In accordance with Alberta legislation and regulations, if you have a Pension Partner at the time of your retirement, you are required to choose a pension option that provides your surviving Pension Partner with a monthly pension of not less than 60% of your pension upon your death. You can choose a monthly pension option which provides your Pension Partner with a survivor benefit of less than 60% only if your Pension Partner executes a Waiver Form. Before your Pension Partner executes the Waiver Form, she must seek independent advice regarding the effect of the waiver. Neither the Trustees, the Administrator nor the Union can provide that advice.



Optional forms of pension are calculated based on what can be afforded with the value of the pension earned up to the date of your retirement. The amount of monthly pension payable will differ with each of the options; however, all of the pension options are actuarially equivalent.

NOTE: Your pension will always be paid for your lifetime no matter which option you choose.

Pension Options

Life Annuity – No Guarantee: A monthly pension payable for the lifetime of the Member. The pension ceases when the Member dies.

Life Annuity Guaranteed for Five (5) Years (60 months): A monthly pension payable for the lifetime of the Member and guaranteed for 60 months. If the Member dies before receiving 60 monthly pension payments, the beneficiary will be entitled to receive the remaining payments. If the Member dies after receiving 60 or more monthly payments, the pension ceases when the Member dies.

Life Annuity Guaranteed for Ten (10) Years (120 months): A monthly pension payable for the lifetime of the Member and guaranteed for 120 months. If the Member dies before receiving 120 monthly pension payments, the beneficiary will be entitled to receive the remaining payments. If the Member dies after receiving 120 or more monthly payments, the pension ceases when the Member dies.

Life Annuity Guaranteed for Fifteen (15) Years (180 months), or a maximum age of eighty (80): A monthly pension payable for the lifetime of the Member and guaranteed for 180 months, or the period from the date of retirement to the date of the Member's 80th birthday, whichever is less. If the Member dies before receiving 180 monthly pension payments or the number of payments owed for the period from retirement to his 80th birthday, the beneficiary will be entitled to receive the remaining payments. If the Member dies after receiving 180 or more monthly payments or after his 80th birthday, the pension ceases when the Member dies.

Joint and Survivor Pension Reducing to 60%, 75% or 100%: A monthly pension payable for the lifetime of the Member. When the Member dies, if the Pension Partner is alive, 60%, 75% or 100% of the monthly pension payable to the Member at death continues to be paid to the Pension Partner for the remainder of her lifetime.

Joint and Survivor Pension Reducing to 50%: A monthly pension payable for the lifetime of the Member. When the Member dies, if the Pension Partner is alive, 50% of the monthly pension payable to the Member at death continues to be paid to the Pension Partner for the remainder of her lifetime. In order to elect this option, the Pension Partner must complete, sign and submit the required legal waiver form within 90 days before the Member's pension begins.

DEATH OF A MEMBER

As a Member, when you register for the Plan, you will designate a Pension Partner or beneficiary to receive payments after your death, if any. If no one is designated or if the designated person predeceases you, any amounts payable must be paid to your estate. Unless otherwise specified, any benefits payable to your estate as a series of monthly payments will be commuted to the lump sum equivalent.



Death Benefit (after pension commencement)

If a Member dies on or after the date his first pension payment is to be issued, payments after his death will be determined by the form of pension elected.

Death Benefit with a Pension Partner (prior to pension commencement)

If a Vested Member dies before the date his first pension payment is to be issued, and at the date of death, was survived by a Pension Partner, his Pension Partner will be entitled to immediately receive a monthly pension for her lifetime equal to 60% of the monthly pension earned by the Member. The Commuted Value of the lifetime pension paid to the surviving Pension Partner will not be less than 100% of the Commuted Value of the deferred pension earned by the Member to the date of his death. The surviving Pension Partner may elect to transfer the Commuted Value of her benefit to a LIRA or to another pension plan, if that plan permits and agrees to administer such transfer in accordance with the *Employment Pension Plans Act*. The amount transferred will not exceed the maximum amount prescribed in the *Income Tax Act*, and any excess Commuted Value will be paid to the surviving Pension Partner in a lump sum, less withholding tax.

Where a surviving Pension Partner becomes entitled, but dies before pension payments commence, or before having elected the method of payment, a lump sum payment will be paid to the Pension Partner's designated beneficiary or to her estate.

A Pension Partner may waive her entitlement to these provisions by providing the Trustees with a signed waiver in accordance with the *Employment Pension Plans Act*. For the purposes of the Plan, a Pension Partner who waives her entitlement cannot be the Member's designated beneficiary.

Death Benefit without a Pension Partner (prior to pension commencement)

If a Vested Member dies before the date his first pension payment is to be issued, and is survived by one or more Dependent Children but no Pension Partner, his Dependent Children will be entitled to receive, in total, a monthly pension equal to 60% of the monthly pension earned by the Member. The payment will be divided among the Dependent Children and paid in equal shares, commencing the last day of the month following the Member's death and continuing to be paid monthly until the end of the year of the Dependent Child's 18th birthday, or the end of the month during which the Dependent Child over the age of 18 ceases to be a full-time student, to a maximum age of 25.

Death Benefit without a Pension Partner (prior to pension commencement)

If a Vested Member dies before the date his first pension payment is to be issued, and is not survived by a Pension Partner or Dependent Children, or if his Pension Partner elected to waive her entitlement, the Member's designated beneficiary, or his estate if no beneficiary was designated, will receive a lump sum payment equal to the Commuted Value of the pension earned by the Member.



TERMINATION OF MEMBERSHIP

Your participation in the Plan terminates at the end of two (2) consecutive Plan Years in which you have not completed at least three hundred and fifty (350) hours of employment in total.

Upon termination, if you are Vested, you will be entitled to receive a deferred pension commencing on your normal retirement date based on your Pensionable Service to the date of your termination. You may elect to have the deferred pension commence on an early retirement date after your 50th birthday, with the required reductions according to the date of early retirement.

If you do not wish to receive the deferred pension, you may elect to have the Commuted Value transferred to a LIRA of your choice, or to another pension plan, if that plan permits and agrees to administer such transfer in accordance with the Alberta *Employment Pension Plans Act* and the transfer does not impair the solvency of the Plan. This election must be made in writing and filed with the Administrator within ninety (90) days of receiving the statement of benefit entitlements. The amount transferred will not exceed the maximum amount prescribed in the *Income Tax Act*, and any excess Commuted Value will be paid to you in a lump sum, less withholding tax.

If, after your Plan participation terminates, you return to work with an Employer, you will be treated as an entirely new Member and each period of membership will be treated separately. However, your Early Retirement Eligibility Service will be calculated over all periods of membership for which you were Vested.

If you are not Vested on termination, you will not qualify for a deferred pension. You will lose all rights and credits under the Plan and cease to be a Member. If you return to work with an Employer, you will be treated as an entirely new Member and each period of membership will be treated separately.

Disability

If you are unable to work as a result of illness or injury, and are approved for the Long Term Disability (“LTD”) coverage under the Millwrights’ Health and Welfare Trust Fund for Alberta, you will be credited with, two (2) hours for each day in any Plan Year after 2011 (four and seventeen hundredths [4.17] hours for each day in any Plan Year prior to 2012), during which you were both Disabled and eligible to receive LTD benefits

MARRIAGE BREAKDOWN

Under the *Matrimonial Property Act* of Alberta, the benefits payable under the Plan may be subject to division according to the entitlements of a Pension Partner or former Pension Partner. A matrimonial property order or similar enforceable Alberta court orders are respected by the Plan, and the determination and payment of a benefit payable to a Pension Partner or former Pension Partner will be in accordance with the *Employment Pension Plans Act*. The benefit payable to the Member will be reduced to account for the payment to the Pension Partner or former Pension Partner, but will not be reduced by more than 50%.

If the Member is age 50 or older and is Vested, and the court order does not prohibit it, the determination and payment to the Pension Partner or former Pension Partner will be delayed until the Member actually terminates, retires or dies, whichever occurs first.



A statement may be provided to the Member and the Pension Partner or former Pension Partner, indicating the amounts of the entitlement. A fee will be charged by the Plan for services provided regarding the division of pension entitlements.

SMALL PENSIONS

If the monthly pension amount payable at age 60 is less than one-twelfth (1/12) of 4% of the Y.M.P.E. in the year of determination, or the Commuted Value of the pension is less than or equal to 20% of the Y.M.P.E. in that year, government regulations allow the Trustees to commute the pension and pay the Commuted Value in a lump sum as a cash refund or by transfer to an RRSP. The respective Member, former Member, Pension Partner or former Pension Partner must elect this option prior to the commencement of the pension.

ANNUAL STATEMENTS

Each year the Administrator will issue a statement of accumulated benefits to each Member under the Plan by June 30th.

AMMENDMENT AND TERMINATION OF THE PLAN

Under the terms of the Plan, the Trustees have the power to change the Plan to ensure it continues to comply with applicable legislation, including the Alberta *Employment Pension Plans Act* and the *Income Tax Act*. When necessary, the Trustees must reduce benefit levels if they determine that the Fund has a funding shortfall or becomes insolvent or Employer contributions are reduced or discontinued.

Other Plan changes, including increases and decreases in benefits, can be approved by the Trustees so long as those changes are on the advice of the Actuary and do not result in a funding shortfall.

If the Plan is partially or fully terminated, after expenses relating to the termination are paid, the remaining assets would be used to provide benefits to Members.

FUNDING AND BENEFITS POLICY

The Trustees have implemented a Funding and Benefits Policy to provide the Trustees with a sound and transparent framework for making future plan design decisions. That policy attempts to provide a reasonable balance between the following three core objectives of the Plan:

- Deliver benefits to Members on a stable and predictable basis while
- Maximizing the benefits possible to Members, given the contributions available, and
- Minimizing the risk that benefits may be reduced once promised or communicated.



GLOSSARY

The following are definitions for some of the terms in your Member booklet. You will also find some definitions included within the body of this booklet.

- **Actuary**

An Actuary is a person designated by the Trustees to be the Actuary of the Plan, who is a Fellow of the Canadian Institute of Actuaries.

- **Collective Agreement**

A Collective Agreement is any agreement between an Employer and the Union that requires contributions to be made to the Plan by the Employer.

- **Commutated Value**

Commutated Value means the actuarial present value of the benefit computed on the basis of the applicable actuarial assumptions adopted by the Trustees on the advice of the Actuary for such purposes, subject to the requirements of the *Employment Pension Plans Act* and the *Income Tax Act*.

- **Credited Current Service**

Credited Current Service means the total number of hours credited to a Member for service rendered in Canada after the effective date of the Plan and with respect to which an Employer has made contributions to the Fund in accordance with a Collective Agreement entered into by the Union. Such Member's total number of hours shall be determined as follows:

- (a) Any Member who is disabled shall be credited four and seventeen hundredths (4.17) hours for each day in any Plan Year prior to 2012, and two (2) hours for each day in any Plan Year after 2011, during which he is both Disabled and eligible to receive disability benefit payments under the Long Term Disability Plan arranged by the Trustees of the Millwrights' Health and Welfare Trust Fund of Alberta entered into February 21, 1968.
- (b) Any Member to whom subsection (a) is not applicable shall be credited with one (1) year of Credited Current Service for each Plan Year in which he earns at least one thousand and five hundred (1,500) hours after the effective date of the Plan.

- **Credited Past Service**

Credited Past Service means the period in years and completed months from a Member's date of initiation (or his transfer date if later) as a Member of the Union to the effective date of the Plan; provided that:

- (a) Where a Member ceased to be a Member of the Union and was reinstated before the effective date of the Plan, the most recent date of any such reinstatement shall be used in the determination of Credited Past Service.
- (b) The Member earned Credited Current Service during 1972; and



(c) He was a Member of Local Union 1460 in good standing on July 1st, 1972.

- **Dependent Child**

A Dependent Child is an unmarried child, stepchild, foster child or common-law child of a Member provided the child is under nineteen (19) years of age, or is at least nineteen (19) years of age but less than twenty-five (25) years of age and attending an accredited educational institute, college or university on a full-time basis.

- **Disabled**

Disabled means, in relation to a Member, suffering from a physical or mental impairment that prevents the Member from performing the duties of the employment in which the Member was engaged before the commencement of the impairment, provided that the disability is certified, in writing, by a medical doctor licensed in Canada or, with the consent of the Trustees, where the Employee resides.

- **Early Retirement Eligibility Service**

Early Retirement Eligibility Service means, in relation to any Member, one or more periods each of which is:

- (a) A period that is pensionable service of such Member, as the term pensionable service is defined under the *Income Tax Act*; or
- (b) A period throughout which such Member was employed by an Employer who has participated in the Plan.

- **Employee**

An Employee means any person who

- (a) Is a member of the Union and for whom an Employer is required to make contributions to the Fund pursuant to the terms of any Collective Agreement with the Union that may be in force from time to time; or
- (b) Is a member of the Union and is employed by the Union; or
- (c) Meets all of the following criteria:
 - (i) Is not a member of the Union; and
 - (ii) Is working in a position covered by the Collective Agreement; and
 - (iii) Has required contributions made on his behalf to the Fund; and
 - (iv) Is not accruing benefits in any other registered pension plan in respect of contribution made to the Fund.

- **Employer**

Employer means any company or firm that is required to make contributions to the Plan pursuant to the terms of any Collective Agreement with the Union that may be in force from time to time; it shall



also mean the Union but only for the purpose of making contributions to the Plan for eligible Employees of the Union.

- **Locked-In Retirement Account (LIRA)**

A Locked-In Retirement Account (LIRA) is a registered investment account approved to receive locked-in funds from a registered pension plan. Pension benefits may be transferred to a LIRA if a Member leaves the Plan, but no cash withdrawals can be made from a LIRA. A Member must transfer a LIRA to an approved financial vehicle that provides lifetime retirement income by December 1 of the year in which he turns 71 years of age. The Pension Partner may be required to sign a waiver of the right to joint and survivor income.

- **Member**

A Member means any Employee or former Employee covered by the Plan who earned contingent pension credits under it and who has not received a final settlement from the Fund or lost the right to his accrued pension credit.

- **Pensionable Service**

Pensionable Service is the sum of Credited Current Service and Credited Past Service.

- **Pensioner**

A Pensioner is a Member or beneficiary who is receiving a pension under the Plan.

- **Pension Partner**

A pension partner means, in relation to another person:

- (a) a person who at the relevant time was married to that other person and was not living separate and apart from that other person for 3 or more consecutive years; or
- (b) if the is no person to whom subclause (a) applies, a person who, immediately preceding the relevant time, had lived with that other person in a conjugal relationship:
 - (i) for a continuous period of at least 3 years, or
 - (ii) of some permanence, if there is a child of the relationship by birth or adoption.

- **Plan Year**

A Plan Year means, during the first year, the period commencing July 1, 1972 and ending December 31, 1972. Thereafter Plan Years are equivalent to a calendar year.

- **Trustees**

Trustees are the members of the Board of Trustees of the Millwrights' Local 1460 Pension Trust Fund.



- **Union**

Union means the Millwrights, Machinery Erectors and Maintenance Union, Local 1460.

- **Vested**

Vested means, in relation to a Member, the attainment by a Member of two (2) Years of Continuous Employment since such Member last became an Employee.

- **Years of Continuous Employment**

Years of Continuous Employment means the fiscal years of the Plan in each of which the Member has completed at least three hundred and fifty (350) hours of employment.

- **Year's Maximum Pensionable Earnings ("Y.M.P.E.")**

Year's Maximum Pensionable Earnings has the same meaning as in the Canada Pension Plan.



