

UNIVERSITY OF VICTORIA MONEY PURCHASE PENSION PLAN

PLAN TEXT

UNOFFICIAL CONSOLIDATION

Prepared August 8, 2023

This consolidation was prepared using the Plan Text amended and restated effective March 30, 2016 as the base document and incorporates the following subsequent amendments:

Amendment effective as of November 26, 2019 (approved by the Pension Board on October 22, 2019 and by the Board of Governors on November 26, 2019)

Amendment 2023-01 effective as of September 16, 2013 and October 1, 2019 (approved by the Pension Board on March 21, 2023 and by the Board of Governors on June 26, 2023)

While care has been taken in the preparation of this consolidation, if there is a discrepancy between this consolidated plan text and the plan text and amendment documents adopted by the Pension Board and Board of Governors and registered with BC Financial Services Authority and Canada Revenue Agency, the latter documents shall prevail.

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SECTION 1 - DEFINITIONS

1.01 In this Plan text, the following words shall have the following meanings unless the context otherwise requires:

“**Approved Leave of Absence**” means a leave of absence, other than a Sabbatical or Study Leave or Statutory Leave, that is permitted under the Income Tax Act, with or without pay, that is approved as such by the University.

“**Beneficiary**” means, in respect of a Member, the person designated or deemed to be designated as the Member’s beneficiary in accordance with subsection 13.05 of the Plan.

“**Benefit Commencement Date**” has the meaning set out in subsection 7.03.

“**Board of Governors**” has the meaning set out in clause II of the Trust Agreement.

“**Combination Plan**” means the University of Victoria Combination Pension Plan.

“**Covered Employment**” means, in respect of a

“**Family Law Act**” means the *Family Law Act* (British Columbia) and the regulations prescribed thereunder, as amended or replaced from time to time.

“**Income Tax Act**” means the *Income*

SECTION 2 -

SECTION 3 - ELIGIBILITY FOR MEMBERSHIP

- 3.01 Each member of the Faculty holding a regular appointment as an Assistant Teaching Professor shall, as a term of employment, be a Member of this Plan, effective from the first day of employment.
- 3.02 Each regular (continuing) employee who is a member of an employee group eligible for membership in this Plan and who is appointed at 50% or more of full-time but less than full-time (including less than full-time on an annual basis), shall, as a term of employment, be a Member of this Plan, effective from the first day of employment.
- 3.03 Each term employee who is a member of an employee group eligible for membership in this Plan and who is appointed at 50% or more of full-time is eligible, on a voluntary basis, to become a Member of this Plan on the first day of the month coincident with or next following the completion of twelve contiguous months of employment, following receipt of a written application for membership to the Plan, on the form provided by the University.
- 3.04 A Sessional Lecturer who is eligible to participate in the University pension and benefits plans, will be eligible for membership in this Plan. Each Continuing Sessional Lecturer will be required to participate in this Plan for all units taught, effective from the first appointment following confirmation of status as a Continuing Sessional Lecturer. An eligible term Sessional Lecturer may, on a voluntary basis, become a Member of this Plan, provided they meet the unit requirements and have completed the teaching requirements in the previous three years.
- 3.05 Notwithstanding the foregoing, a member of an employee group eligible for membership in this Plan may, on a voluntary basis, become a Member of this Plan on the first day of a month if, as of that date, the employee:
- (a) has completed two years of continuous employment with the University without a termination of Covered Employment;
 - (b) has Earnings in at least two consecutive calendar years in such period that are at least 35% of the YMPE; and
 - (c) has completed a written application for membership to the Plan in the Prescribed Form.
- 3.06 An individual whose salary is paid through the University Payroll from a research grant or a trust fund or other special fund or source of revenue and not from the general funds of the University, shall be eligible to become a Member of this Plan, if the grant, fund or source of revenue pays the University's contribution to the Plan, or, in special circumstances with the permission of the University.
- 3.07 A member of the Combination Plan whose appointment is changed to an appointment which makes the member eligible for membership in this Plan shall be required to suspend membership in the Combination Plan and to become a Member of this Plan on the date that the change in appointment is effective.

- 3.08 Notwithstanding any other provision of this Section 3 and as specified in the Combination Plan, a member of the Combination Plan whose appointment is reduced to less than full-time in the same appointment remains eligible for membership in the Combination Plan and shall not be required to suspend membership in the Combination Plan and become a Member of this Plan.
- 3.09 A Member of this Plan whose appointment is changed to an appointment which makes the Member eligible for membership in the Combination Plan or the Staff Plan shall be required to suspend membership in this Plan and to become a member of the Combination Plan or the Staff Plan, as applicable, on the date that the change in appointment is effective.
- 3.10 Notwithstanding anything to the contrary, the Board of Governors has the right to make exceptions to the eligibility requirements specified above after consultation with the Pension Board, and shall supply the Pension Board from time to time, or as may be reasonably requested by the Pension Board, with a list of eligible Members.
- 3.11 Notwithstanding any other provision of this Section 3, if a Member who has !mbp 0

SECTION 4 - MEMBER CONTRIBUTIONS

4.01 Required Contributions by Members

(a) Required Contributions

Subject to paragraph (b), each Member shall make required contributions to the Pension Fund, by means of payroll deductions, equal to the sum of:

- (i) 3.0% of the Member's Earnings that do not exceed the YMPE, pro-rated for the length of the Member's pay period; and
- (ii) 5.0% of the Member's Earnings which are in excess of the YMPE, pro-rated for the length of the Member's pay period.

The University shall remit the contributions

(c) Member Contribution Limit

Notwithstanding paragraphs (a) and (b), a Member's contributions to the Member's Money Purchase Contribution Account shall not exceed the maximum amount permitted for the year under the Income Tax Act.

(d)(a) Reduction of a Member's Contributions suc ^/(

If a Member's contributions for a year under paragraphs (a) and (b) will exceed the limit described in paragraph (c), the amount of the Member's contributions will be reduced to the extent required to ensure that such Member's contributions do not exceed the limit set out in paragraph (c).

4.02 Additional Voluntary Contributions by Members(a) Voluntary Contributions
not

- (i) Subject to subparagraph (ii), a Member may make additional voluntary contributions to the Pension Fund, which contributions shall be credited to the Member's Voluntary Contribution Account in accordance with the provisions of Section 9.
- (ii) If a Member had deemed Earnings in a calendar year in respect of an Approved Leave of Absence, Sabbatical or Study ^ ~ of

SECTION 5 - UNIVERSITY CONTRIBUTIONS

5.01 Contributions to Members' Money Purchase Contribution Accounts

Subject to paragraph 4.01(b), for each pay period and in respect of each contributing Member, the University shall contribute an amount that is equal to:

- (a) 8.37% of the Member's Earnings that do not exceed the YMPE, pro-rated for the length of the Member's pay period; plus
- (b) 10.0% of the Member's Earnings which are in excess of the YMPE, pro-rated for the length of the Member's pay period.

The University shall remit the contributions to the Pension Fund at least monthly and the remitted contributions shall be credited to the Member's Money Purchase Contribution Account.

5.02 Contribution Limit

The University's contributions to the Money Purchase Contribution Account in respect of a Member shall not exceed the maximum amount permitted for the year under the Income Tax Act, less lycoP ®

SECTION 6 - WRITTEN NOTICE

- 6.01 Whenever a Member or the Member's surviving Spouse is required to make a choice or election under any section of this Plan, the Member or surviving Spouse must provide at least one full calendar month written notice to the Pension Board. This requirement will be waived if the PBSA specifies a shorter period of notice or if the Pension Board determines that special circumstances exist.

SECTION 7 - RETIREMENT AND BENEFIT COMMENCEMENT DATES7.01 Normal Retirement Date

Normal Retirement Date means the last day of the month in which the Member's 65th birthday occurs, which is also the Plan's "pension eligibility date" for the purposes of the PBSA.

7.02 Eligibility for Retirement Benefits

To be eligible for retirement benefits, a Member must be at least 55 years of age and have retired from or terminated his or her Covered Employment.

7.03 Benefit Commencement Date

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SECTION 8 - RETIREMENT BENEFITS

8.01 Balances Available for Retirement Benefits

The balances

the balance in a Member's account at December 31,

SECTION 9 - FUND ALLOCATION AND ADMINISTRATION

9.01 Records

The Pension Board shall establish and maintain or cause to be established and maintained a record for each Member up to the Member's Benefit Commencement Date and for each of the special funds or accounts hereinafter defined of:

- (a) amounts paid to the Pension Board and reported by the University, when so paid, as having been contributed by the Member (such amounts being herein referred to as Member required contributions or Member additional voluntary contributions, as the case may be), and
- (b) amounts paid to the Pension Board and reported by the University, when so paid, as having been contributed pursuant to Section 5 (such amounts being referred to herein as University contributions).

9.02 Accounts

The Pension Board shall establish and maintain or cause to be established and maintained the following accounts in the Pension Fund:

- (a) A Money Purchase Contribution Account for each Member who has not elected a benefit under subsection 8.02 and which is the sum of the separately maintained sub-accounts:
 - (i) Pre-1992 Contribution Sub-Account to which shall be credited the Member's Money Purchase Contribution Account balance as at December 31, 1992 plus Investment Earnings thereafter; and
 - (ii) Post-1992 Contribution Sub-Account to which shall be credited the Member's required contributions and the University contributions made to the Member's Money Purchase Contribution Account after December 31, 1992, plus Investment Earnings.
- (b) A Voluntary Contribution Account for each Member who has not elected a benefit under subsection 8.03 and who is making or has made additional voluntary contributions or transferred in funds under subsection 14.03, to which shall be credited the Member's additional contributions.

Plan due to the Member's retirement, termination of Covered Employment or death, the amount of such account shall be:

- (a) the amount of such account on the end of the month prior to the month in which the transfer or payment is made,
- (b) Interest on the amount under paragraph (a) for the period between the end of the month prior to the month in which the transfer or payment is made to the actual date of the transfer or payment; and
- (c) the sum of the Member's contributions and the University contributions on the Member's behalf credited to such account since the end of the month prior to the month in which the transfer or payment is made with Interest thereon from the date the contributions were credited to the account to the date of transfer or payment.

9.06 Administration of the Plan

For the purposes of the PBSA, the Pension Board is the Plan's "administrator" and "fundholder" and the University is an "employer".

SECTION 10 - DEATH BENEFITS

10.01 Death Before Member's Benefit Commencement Date

Subject to any rights that a person may have under Part 5 or Part 6 of the Family Law Act:

(a) Death Benefit Amount

In the event of the death of a Member prior to the Member's Benefit Commencement Date, a death benefit is payable to the Member's Beneficiary equal to the sum of the amount of the Member's Money Purchase Contribution Account and Voluntary Contribution Account at the date of death, in such proportions as had been designated by the Member.

(b) Death Benefit Payable to Spouse

If a Member had a Spouse at the time of his or her death, the death benefit payable under paragraph (a) must be paid to the Member's Spouse. The Spouse may elect to apply the death benefit to any of the options available to a retiring Member under subsection 8.02, as if the Spouse were the Member and regardless of the Spouse's age.

If a Spouse fails to make the election described in the above paragraph within 90 days of receiving the statement required by the PBSA, he or she will be deemed to have elected to retain the Member's Money Purchase Contribution Account and Voluntary Contribution Account, if any.

A Spouse who has not made the required election by the later of (i) December 1st of the last calendar year that the Spouse is eligible to hold a retirement savings plan registered under the Income Tax Act, and (ii) one year following the Member's date of death, will be deemed to have elected an option selected by the Pension Board from those options in subsections 8.02 and 8.03 that the Spouse would be eligible to elect under the Income Tax Act and PBSA. In such a case, effective December 1st of said year, payment(s) under the option will be made as appropriate to the Spouse, or to an account in trust for the Spouse with a financial institution selected by the Pension Board.

(c) Spousal Waiver of Death Benefit

(i) A Member's Spouse may waive his or her entitlement pursuant to this subsection 10.01 at any time prior to the Member's death by delivering a signed waiver in the Prescribed Form to the Pension Board.

(ii) If a waiver pursuant to subparagraph (i) is in effect, the benefits payable under the Plan as a consequence of the death must be paid as if the deceased Member died leaving no surviving Spouse.

(iii) Despite any other provision of the Plan,

SECTION 11 - TERMINATION OF COVERED EMPLOYMENT

11.01 A Member whose Covered Employment is terminated for reasons other than death or retirement shall immediately cease to be eligible to make Member contributions under Section 4 and to receive University contributions under Section 5, and may elect at termination or subsequently with respect to the balances in the Member's Money Purchase Account and Voluntary Contribution Account a combination of the following options, subject to the approval of the Pension Board:

- (a) to retain the Member's Money Purchase Contribution Account and Voluntary Contribution Account until the Member's Benefit Commencement Date, and on this election being made the Member may further elect to have the amount of the Member's Money Purchase Contribution Account and Voluntary Contribution Account at the date of termination plus Investment Earnings on those amounts applied to provide a benefit as described in subsection 8.02;
- (b) subject to paragraph 14.01(b), to transfer the amount(s) to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company to purchase an annuity, in accordance with the requirements of the PBSA. Such transfers must be on a locked-in basis for that portion of the Member's Money Purchase Contribution Account contributed after December 31, 1992 plus Investment Earnings on those contributions, but there is no lock-in requirement for the balance in a Member's Money Purchase Contribution Account at December 31, 1992 plus Investment Earnings on that amount after that date nor on the balance in a Member's Voluntary Contribution Account unless the funds were originally transferred in on a locked-in basis; or
- (c) in respect of the balance in the Member's Voluntary Contribution Account only, as a lump sum payment.

A Member who

SECTION 12 - PLAN AMENDMENT AND TERMINATION

12.01 Amendment

Further to subclause XV.(1) of the Trust Agreement, the Members may, by resolution passed at a properly convened meeting of the Members, make proposals for the amendment of the Plan and upon receipt thereof by the Pension Board it shall within a reasonable time report to the membership its decision in respect to such resolution.

12.02 Termination

- (a) Further to subclause XV.(2) of the Trust Agreement, and in the event of the termination of the Plan, a Member or such Member's Beneficiaries, shall be entitled to the value of the Member's Money Purchase Contribution Account, Voluntary Contribution Account and Variable Benefit Account.
- (b) A Member or a surviving Spouse of a Member may elect, within 90 days of receiving the statement required by the PBSA, a transfer of the value of the Member's Money Purchase Contribution Account and Voluntary Contribution Account in accordance with paragraphs 11.01(b) and (c). If the Member or surviving Spouse does not make the election in the time limit specified, payment(s) will be made as appropriate to the Member or surviving Spouse or to an account in trust for the Member or surviving Spouse with a financial institution selected by the Pension Board.
- (c) A Beneficiary who is not the Spouse of a Member will be paid the entitlement as a lump sum.

year in which the value of the Money

be, on the basis prescribed in the PBSA to a series of payments for a fixed term; or

- (B) withdraw as a lump sum an amount

in the Prescribed Form, subject to the *Wills, Estates and Succession Act* (British Columbia) in respect of any irrevocable designation.

13.06 Marriage Breakdown

- (a) The entitlement of any person to receive a benefit under the Plan is subject to the following:
 - (i) entitlements arising under a written separation agreement or an order made under Part 5 of the Family Law Act, or a similar order of a court outside British Columbia enforceable in British Columbia, that affects the payment or distribution of a person's benefits, and
 - (ii) entitlements arising under a division of pension under Part 6 of the Family Law Act.
- (b) For greater certainty, a Spouse or former Spouse who is entitled to a division of a Member's benefit under the Plan shall be subject to the same locking-in rules as the Member.
- (c) For greater certainty, once a separated Spouse receives a share of a Member's benefit in accordance with this subsection 13.06, such Spouse shall no longer have any other entitlements under this Plan.

SECTION 14 - TRANSFERS

14.01 Transfer of Funds To and From Other University of Victoria Pension Plans

- (a) Members of this Plan who joined the Combination Plan on or after July 1st 1990 and who would have been eligible to join this Plan had this Plan been in effect at that date will have their Combined Contribution Account balances as at December 31st 1990 transferred to their Money Purchase Contribution Accounts in this Plan and their membership and entitlements under the Combination Plan revoked.
- (b) If a Member of this Plan ceases contributions to this Plan and commences contributions to the Combination Plan or the Staff Plan in accordance with subsection 3.09, he or she is restricted from making a transfer under paragraph 11.01(b) while he or she is a member of the Combination Plan or the Staff Plan.

14.02 Transfers into Variable Benefit Accounts

- (a) Subject to the conditions set out in paragraph (b) below, the Pension Board may establish a policy whereby a Member or former Member may transfer funds from another registered pension plan, a registered retirement savings plan or a registered retirement income fund into a Variable Benefit Account to create or augment a Variable Benefit from the Plan.
- (b) Any such transfer must be permitted under the Income Tax Act and the PBSA and the funds must originate from an account registered in the name of the Member or former Member.

14.03 Transfers to or from Voluntary Contribution Accounts

- (a) Subject to the conditions set out in paragraph (b) below, the Pension Board may establish a policy whereby a Member may transfer funds from another registered pension plan, a registered retirement savings plan or a registered retirement income fund into a Voluntary Contribution Account.
- (b) Any such transfer must be permitted under the Income Tax Act and the PBSA and the funds must originate from an account registered in the name of the Member or former Member.
- (c) A Member may, at any time, elect on an irrevocable basis, by means of a written request to the Pension Board, a lump sum payment or a transfer to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, ~~fund~~ an insurance company or other financial institution, of all or part of the funds in the Member's Voluntary Contribution Account. Transfers and paya g P

14.04 Transfer from a Former Employer's Plan

A Member who was formerly a member of the registered pension plan of another employer may elect to have a lump sum contribution transferred from that other plan to the credit of the Member's

**APPENDIX A:
PARTICIPATING EMPLOYERS**

SECTION 1 - APPLICATION

- 1.01 Except as otherwise specified in this Appendix, the terms of the Plan shall apply to employees of Participating Employers as though they were employees of the University.
- 1.02 For greater certainty, the references to the “University”
- (a) as an employer of a Member or other individual in the Plan in the following sections of the Plan shall be deemed to be a reference to the Participating Employer that employs the relevant individual: the definitions of “Approved Leave of Absence”, “Earnings”, “Sabbatical or Study Leave”, “Special Reduction of Appointment”, “Statutory Leave” and “Temporary Reduction of Appointment” in subsection 1.01 of the Plan and subsections 3.11, 4.01(a), 9.01 and 9.06 of the Plan; and
 - (b) in respect of the contributions required to be made by the University as an employer of a Member or other individual in the Plan shall be applicable to Participating Employers as set out in Section SECTION 4 - of this Appendix below.

SECTION 2 - DEFINITIONS

- 2.01 For the purposes of this Appendix, “**Participating Employer**” means:
- (a) University of Victoria Properties Investments Inc.; or
 - (b) any other employer acceptable to the University after consultation with the Pension Board, provided such employer is an “affiliate” of the University within the meaning of the *Business Corporations Act* (British Columbia).

SECTION 3 - ELIGIBILITY AND MEMBERSHIP

- 3.01 The University may designate, from time to time and after consultation with the Pension Board, any employee of such Participating Employer as:
- (a) a Member, as a term of employment, effective the date determined by the University; or
 - (b) eligible to participate in the Plan on a voluntary basis, effective the date determined by the University.
- 3.02 The University shall at all times have the right to decide which of a Participating Employer’s employees are eligible for the Plan or have ceased to be eligible, provided it has consulted with the Pension Board in accordance with subsection 3.10 of the Plan, and shall supply the Pension Board from time to time, or upon request by the Pension Board, with a list of the eligible employees of Participating Employers.

SECTION 4 - PARTICIPATING EMPLOYER CONTRIBUTIONS

- 4.01 Participating Employers shall make contributions on the same basis as the University as set out in subsections 4.01(b)(ii), 4.01(b)(iii), 4.01(b)(iv), 5.01, 5.02, 5.03 and 5.04 of the Plan.
- 4.02 References to the University's contributions in the following sections of the Plan shall be deemed to be a reference to contributions made or required to be made by the applicable Participating Employer pursuant to subsection 4.01 of this Appendix: "Money Purchase Contribution Account" in subsection 1.01 of the Plan and subsections 4.01(b), 5.01, 5.02, 5.04, 7.05, 9.01, 9.02, 9.05 and 11.01 of the Plan.
- 4.03 Notwithstanding subsection 5.01 of the Plan, if the University remits to the Pension Fund amounts that a Participating Employer is required to remit to the Pension Fund pursuant to this Section and subsection 4.01(b) and SECTION 5 - of the Plan in respect of that Participating Employer's present or forp c