



**I.B.E.W. LOCAL UNIONS 2330 & 1620**

**PENSION PLAN**

**MEMBERS' BOOKLET**

**August 2016**

Dear Member:

The Trustees take pleasure in providing you with this Summary Description of the Pension Plan, which became effective May 1, 1976.

This booklet describes in detail the present benefits and method of payment of the Pension Plan as they apply today.

The benefits provided in this Plan are in addition to the benefits you may receive under the Canada/Quebec Pension Plan and the Old Age Security Act.

The Contributions to the Pension Plan are used to pay benefits on retirement, death, and termination of Union membership. As the benefits provided under the Plan are of great value to you and your family. You should read this booklet carefully.

Yours truly,

**THE TRUSTEES OF THE I.B.E.W.  
LOCAL UNIONS 2330 & 1620  
PENSION PLAN**

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## **TABLE OF CONTENTS**

Introduction .....	1
Definitions .....	2
How Do I Become a Member? .....	4
What Retirement Benefits are Available?	
Normal Retirement .....	5
Early Retirement with Reduction.....	10
Early Retirement without Reduction.....	12
Postponed Retirement .....	12
Disability Retirement .....	13
What Happens if I Terminate from the Union? .....	14
What Benefits are Payable Upon My Death? .....	15
How do I Designate my Beneficiary in the Event of My Death?.....	18
What about the Government Pension Plans? .....	19
General Information .....	20
Who do I Contact if I Have Questions?.....	22

## **INTRODUCTION**

The I.B.E.W. Local Unions 2330 & 1620 Pension Plan became effective May 1976. It was established to provide you with a measure of financial security upon your retirement. A Board of Trustees consisting of both appointed Union and Employer Trustees administers it. The Trustees oversee the administration and operation of the Plan and the pension fund associated with the Plan.

All contributions to fund the Plan are remitted by your Employer each month to a number of independent Fund Managers who invest the monies. An independent, professional plan administrator has been appointed by the Trustees to provide professional administrative services, including the calculation of required benefits.

This summary is meant to provide you with all the information needed to understand the various benefits available. **However, the official registered Plan Document will determine your eligibility for all benefits due to you under the Plan.**

## **SOME TERMS YOU SHOULD KNOW**

There are some important terms used throughout this summary that have specific meanings. Full definitions are included in the Pension Plan Document.

Please read these terms carefully and refer to them as they are encountered throughout the summary.

- **Actuarial Basis** - means a basis determined by an actuary to be equivalent in value to a prescribed benefit under the Plan.
- **Beneficiary** - is a person or persons who you have designated to receive benefits from the Plan.
- **Commuted Value** - means the lump sum value of your benefits calculated at a particular time in today's dollars.
- **Cohabiting Partner** – means,
  - (i) in relation to a Member or Former Member who has a Spouse or Cohabiting Partner, means a person who is not the spouse of the Member or Former Member who has cohabited continuously with the Member or

Former Member in a conjugal relationship for not less than three (3) years, or

(ii) in relation to a Member or Former Member who does not have a spouse, means a person who has cohabitated continuously with the Member or Former Member in a conjugal relationship for not less than one year

- **Continuous Service** – is each year and month of continuous Union membership, Plan membership or service with an Employer and is broken when a Member ceases to be a Member in good standing with the Union.
- **Member** - is a person who has met the eligibility requirements to participate in the Plan.
- **Credited Service** - each hour of employment for which an Employer remits contributions to the Fund for a Member under the terms of the Collective Agreement.

- **Spouse** – means a person who:
  - (i) is married to the Member or former Member, or
  - (ii) is married to the Member or former Member by a marriage that is voidable and has not been voided by a judgement of nullity, or
  - (iii) has gone through a form of marriage with the Member or former Member, in good faith, that is void and are cohabitating or has cohabitated with the Member of former Member within the preceding year.
- **Vested** - refers to a Member who has earned an entitlement to receive a benefit from the Plan. This entitlement cannot be lost.

### **BECOMING A MEMBER OF THE PLAN**

You qualify for membership in the Plan if you are a Member in good standing with the Union and have not attained age sixty-five (65). You will automatically become a Member of the Plan as long as you are working for a contributing Employer and covered under the terms of the Collective Agreement. For a contributing Employer bound by the Collective

Agreement to remit premiums, contributions are automatically paid to the Plan on your behalf. You must complete and sign an enrollment card provided to you by your Union or the Plan Administrator.

### **COST OF THE PLAN**

The contribution rate paid by your Employer on your behalf is set by the Collective Agreement. The total cost of administration and of providing benefits is borne by these contributions.

### **YOUR RETIREMENT INCOME**

When you retire on your normal retirement date, which is the first day of the month coinciding with or next following your sixty-fifth (65th) birthday, you will receive a monthly retirement benefit equal to the following:

#### **Past Service Benefit**

- \$34.00 per month for each complete year of Union membership prior to May 1, 1976 to a maximum of sixty (60) months (five (5) years).

To be eligible for the above past service benefit, the following are required:



- you must have been a Member of the Union prior to May 1, 1976 and,
- you must have continued to be a Member of the Union from May 1, 1976 to the date you joined the Pension Plan without a break in your Union Membership.

### **Current Service Benefit**

- \$4.12 per month for each 100 hours worked from May 1, 1976 to December 31, 2001  
plus
- \$5.60 per month for each 100 hours from January 1, 2002

**Hours worked on any project that has a contribution rate over and above the base contribution rate as set out in the Collective Agreement will be credited with proportionality higher hours. Hours worked on any project that has a contribution rate less than the base contribution rate as set out in the Collective Agreement will be credited with proportionately fewer hours.**

As each Member's age and service are quite different, we have not included examples of benefits in this

booklet. However, each year as a Plan Member, you will receive a statement, which details your entitlement under the Plan.

## **PAYMENT OF RETIREMENT INCOME**

### **Normal Form of Pension**

Upon retirement your pension will be paid monthly for as long as you live regardless of any optional form of retirement benefit you may have chosen.

The normal form of benefit under the Plan, if you do not have a spouse at the time you retire, is a pension payable for your lifetime, with the guarantee that should your death occur before you have received sixty (60) monthly payments your pension would continue to your beneficiary until sixty (60) payments in all have been made.

If you have a spouse at the time you retire, your pension will be payable to you and your spouse as a joint and survivor pension reducing to sixty percent (60%) on your death. The amount of retirement pension payable on the joint and survivor form will be equivalent, on an actuarial basis, to the pension (as explained in the previous paragraph) which would be payable to you if you had no spouse at the date of

your retirement. Should your spouse die before you, your pension will continue unchanged and cease on your death.

You and your spouse must sign a spousal waiver form if you wish to choose a pension option other than a joint and survivor pension as required under the *Pension Benefits Act of Newfoundland, 1997, S.N 1996*.

### **Optional Forms of Pension**

If the normal form of the pension does not suit your needs, the Plan provides the following optional forms, which may be more suitable to your personal requirements.

These options are:

- **Life Only** - an increased monthly pension payable for your lifetime only, with no guarantee period and no survivor benefit, or
- **Life Only Guaranteed for Ten (10) Years** - a reduced monthly pension payable for your lifetime but guaranteed to be paid for at least one hundred and twenty (120) months. If you

should die before one hundred and twenty (120) monthly payments have been made, your beneficiary will receive the remainder of the guaranteed one hundred and twenty (120) monthly payments, or

- **Life Only Guaranteed for Fifteen (15) Years** - a reduced monthly pension payable for your lifetime but guaranteed to be paid at least one hundred and eighty (180) months. If you should die before one hundred and eighty (180) monthly payments have been made, your beneficiary will receive the remainder of the guaranteed one hundred and eighty (180) monthly payments, or
- **Joint & Survivor Pension 100%** - a reduced monthly pension payable for as long as you live and, after your death, the same reduced monthly pension will continue to be paid for the remaining lifetime of your spouse.

More details on these and other options that may be available will be provided by the Administrator upon their receiving your written request.

Note that the form of benefit payable if you have a spouse is that required under the *Pension Benefits Act of Newfoundland, 1997, S.N 1996* unless a spousal waiver form is signed by you and your spouse.

### **Early Retirement**

You may retire and start to receive a pension from the Plan at any time after you have attained the age of fifty-five (55). You will receive a pension equal to your accrued benefit reduced by the following rates for each year that your early retirement date precedes your normal retirement date (age 65):

#### **For retirements occurring before March 28, 2007 or after October 28, 2008:**

- reduced by four percent (4%) per year for each year between age fifty-five (55) and age sixty (60) and,
- reduced by three (3%) per year for each year between age sixty (60) and age sixty-five (65).

Your early retirement pension will be calculated in the same manner as your normal retirement pension, but reduced in accordance with the following schedule:

<u>Age at Early Retirement Date</u>	<u>% of Normal Retirement Benefit</u>
65	100
64	97
63	94
62	91
61	88
60	85
59	81
58	77
57	73
56	69
55	65

**For retirements occurring on or after March 28, 2007 and before October 29, 2008:**

A Member who retires on or after March 28, 2007 and before October 29, 2008 prior to the Normal Retirement Date (age 65) will have benefits reduced on an Actuarial Equivalent basis from the Member's Normal Retirement Date (age 65).

Effective October 29, 2008, the monthly pension received by a Member who retired on or after March 28, 2007 and before October 29, 2008 will be increased to be equal to the pension the Member would have received had he been entitled to the Early

Retirement percentage reductions as stated above at retirement.

**Early Retirement without Reduction**

Notwithstanding the foregoing, a Member who has attained age fifty-five (55) and his age plus Credited Past Service (if applicable) and Credited Future Service, equals at least eight-five (85) or more may retire without a reduction to his Normal Retirement Date.

**Postponed Retirement**

If you continue to work past age sixty-five (65), and Employer contributions continue to be remitted on your behalf until you retire, you will earn additional pension credits. By law, you cannot postpone receipt of your pension beyond December 1st of the year in which you attain age seventy-one (71).

## **Disability Benefit**

If you become totally and permanently disabled as certified by a medical doctor for seventeen (17) weeks or more and you qualify for Long Term Disability benefits from the I.B.E.W. Local Unions 2330 & 1620 Welfare Plan, Worker's Compensation Board, Canada Pension Plan or Employment Insurance the Plan will credit a disabled Member with disability credits equal to one hundred and ten (110) hours per month for each complete month multiplied by the hourly contribution rate as specified in the Collective Agreement in effect during the period of disability.

The crediting of the hours and contributions on your behalf due to disability will cease upon the earlier of recovery, death, entitlement to an early unreduced retirement pension or upon the attainment of age sixty-five (65).

In addition to the benefits provided by the Plan as described, you may also qualify for benefits from various Government agencies. These benefits are described briefly at the end of this booklet. Please contact your Human Resources Development Canada district office for further details.



## **TERMINATION OF SERVICE**

If you terminate your employment before retiring and have terminated your Union membership from the I.B.E.W. Local Unions 2330 & 1620, you will be entitled to:

- (a) If you have not completed two (2) years of continuous service you are not entitled to any benefit from the Plan.
- (b) If you have completed two (2) or more years of continuous service you will be entitled to a deferred vested pension payable at age sixty-five (65) based on the benefit levels in effect at the date of your termination.

This deferred vested pension will be based on the benefit levels in effect at the date of your termination.

If you are not eligible for early retirement on your date of termination you may transfer the value of your termination entitlement, subject to the *Pension Benefits Act of Newfoundland, 1997, S.N 1996* and the *Income Tax Act (I.T.A.)*, to one of the following prescribed vehicles outlined below:

- to a prescribed Locked-in Retirement Account (LIRA) or Life Income Fund (LIF),  
or
- another registered pension plan provided that the other plan agrees to accept the payment,  
or
- for the purchase of a life annuity from an insurance company that will not commence before that earliest date on which you would have been entitled to receive payment of pension benefits under the Pension Plan (i.e. age 55).

### **DEATH BENEFITS**

If you die prior to retirement or termination from the Union, your surviving spouse or beneficiary may be eligible for a benefit payment.

## **Pre-Retirement Death Benefit**

If your death occurs before age **fifty-five (55)**, your spouse, beneficiary or estate will be entitled to receive the following:

- the commuted value of your benefit earned to your date of death.

If your death occurs after age **fifty-five (55)**, your spouse will be entitled to receive one of the following:

- (a) a lump sum equal to the commuted value of your benefit earned to your date of death.

or

- (b) sixty percent (60%) of the pension that would have been payable to you had you retired on your date of death.

If you do not have a spouse at the time of your death your beneficiary or estate would be entitled to receive a lump sum equal to the commuted value of your monthly pension had you retired on your date of death.

### **Death after Normal Retirement Date**

If your death occurs after attaining age **sixty-five (65)** but prior to commencing your monthly pension, your spouse will be entitled to receive sixty percent (60%) of the pension that you had earned to your date of death.

If you do not have a spouse at the time of your death your beneficiary or estate would be entitled to receive a lump sum equal to the commuted value of your monthly pension had you retired on your date of death.

Any benefits payable on or after your death will be payable to your spouse. If you do not have a spouse, or designated beneficiary, any amounts that would be payable after your death will be made payable to your estate, subject to the *Pension Benefits Act of Newfoundland, 1997, S.N, 1996*.

### **Death After Commencement of Pension**

If you die after you have started to receive a monthly pension, your spouse or designated beneficiary will receive the balance of any unpaid monthly installments based on the form of the pension you

elected when you retired. If your beneficiary is your estate, your estate may receive a lump sum equivalent to the unpaid installments, if any.

### **BENEFICIARY APPOINTMENTS**

If you do not have a spouse you may designate, subject to applicable legislation, anyone as your beneficiary to receive any benefit that may be payable under the Plan. You may also alter or change your beneficiary from time to time by completing and filing a change of beneficiary form, which is available from the Plan Administrator.

If you have a spouse, any benefits payable on your death will be payable to your spouse. If you do not have a spouse, any benefits payable on your death will be paid to your designated beneficiary or if you do not have a designated beneficiary to your estate, subject to any applicable legislation.

## **GOVERNMENT PENSION PLANS**

You may be eligible for pension benefits under the Canada/ Quebec Pension Plan and Old Age Security Act. These benefits are in addition to those you receive from this Plan. You may apply to receive a reduced benefit from the Canada/Quebec Pension Plan at age sixty (60) if you have ceased working.

### **Canada/Quebec Pension Plan**

The Canada/Quebec Pension Plan provides pension, disability and survivor income benefits. These benefits are in addition to benefits from the I.B.E.W. Local Unions 2330 & 1620 Pension Plan.

*Application for all these benefits can be made at your local Human Resources Development Canada district office. You should apply for your normal retirement benefit three months before your commencement, as receipt of these benefits is not automatic.*

## **Old Age Security**

The Old Age Security pension is payable in addition to the benefit received from the I.B.E.W. Local Unions 2330 & 1620 Pension Plan.

*Application forms for Old Age Security benefits are available at any Human Resources Development Canada district office and should be obtained, completed and filed with the Federal Government six months prior to being eligible for these benefits as receipt of these benefits is not automatic.*

## **GENERAL INFORMATION**

- Benefits under the Plan may not be assigned, charged, anticipated or given as security.
- The Plan is a Registered Pension Plan, which means that it is registered and conforms with regulations established by Revenue Canada under the *Income Tax Act (I.T.A.)*, the registration number is 0415026 and the *Pension Benefits Act of Newfoundland, 1997, S.N 1996*, the registration number is C415026.

- The Board of Trustees intends that the Plan shall be a permanent Plan for the exclusive benefit of its members, pensioners and beneficiaries. However, the Board of Trustees reserves and retains the right, subject to the provisions of the *Income Tax Act* (Canada) and the *Pension Benefits Act of Newfoundland, 1997, S.N 1996*, to amend or terminate the Plan in such manner and to such extent as they deem advisable.
- If the Plan is discontinued, the assets of the Pension Fund must first be applied to provide for expenses and the accrued benefits of members, former members, retired members, their spouses and any other persons who are entitled to benefits under the Plan.

If the assets of the Pension Fund are not sufficient to provide all accrued benefits, then it is required that payments will be made as required under the *Pension Benefits Act of Newfoundland, 1997, S.N 1996* to ensure that the assets of the Pension Fund are sufficient to provide all accrued benefits and expenses due to be funded at that time.



If you have any questions about the benefits provided by the Plan, please call or write to the Plan Administrator at:

Benefit Plan Administrators (Atlantic) Limited

38 Solutions Drive, Suite 100

Halifax, NS B3S 0H1

Tel. # (902) 455-7277

Fax # (902) 454-5936

Toll free # 1-888-426-4433

Please provide your social insurance number, the name of the Plan and your present Employer every time you write for information about the Plan.

*The Plan Administrator will advise you of any requirements and provide you with the appropriate forms and details of how to complete them.*