

Trinity College Pension Plan

**(Amended and Restated Effective January 1, 2021
with Updates to January 10, 2022)**

Canada Revenue Agency and Financial
Services Regulatory Authority of Ontario
Registration No. 0311258

September 12, 2022

Article 1 – Introduction

Beginning December 1, 1927 and running until June 30, 1968, Trini

Article 2 – Construction, Interpretation and Definitions

Construction and Interpretation

2.01 This document, as it may be amended from time to time, constitutes the Plan. No statement in any other document or communication, whether or not such document or communication is required by the Act or the

Definitions

2.08 "Act" means the Pension Benefits Act, R.S.O., 1990, Chapter P.8 and the Regulasi

While a Member remains Totally

Article 3 – Membership

3.01 **Prior M**

written explanation of the terms and conditions of t

- (ii) any unpaid leave of absence which has been approved by the College or any period of absence which has been approved by the College during which the Employee receives less than 25% of his regular Earnings which is not included in Credited Service pursuant to

- (a) the full-time equivalent of five years; and
- (b) the periods of parenting, as defined in the Income Tax Rules, subject to a maximum o

Article 5 – Retirement Dates

5.01 Normal Retirement

- (a) Subject to Section 5.04, an Active Member shall retire on his Normal Reti

Article 7 – Form of Pension

7.01 Normal Form With No Dependents

Where a Member has no Dependents at the time of pension commencement, a pension payable pursuant to Article 6 or 8 shall be paid for the lifetime of the Member in equal monthly installments provided that, if the Member dies before receiving 60 monthly installments then, following the Member's death, the pension shall continue to be paid through the end of the 60th month following the Member's death.

Pension shall cease with the payment for the last Orphan dies or reaches the end of his Dependency Period.

- (e) A Deferred Member who has not yet attained age 65 and who has completed at least 10 years of continuous Service when he terminated employment with Trinity College and who has a Spouse at his pension commencement date, must execute a joint and 60% survivor form, which is the Actuarial Equivalent of a single form, as required pursuant to Section 7.01, unless the Spouse has waived entitlement to a pension pursuant to Section 7.03.

7.03 Waiver of Joint and 60% Survivor Form or Orphan

- (a) The requirement to pay a pension in the joint and 60% survivor form pursuant to paragraph 7.02(a) or 7.02(d) shall not apply if the Member and Spouse execute and file with the Committee a waiver in the form required

Article 8 – Termination of Employment

8.01 Deferred Vested Pension

- (a) If a Member terminates employment with the College for reasons other than death or retirement he shall be entitled to receive, commencing on the first day of the month following his Normal Retirement Date, a deferred vested pension. The deferred

- (iii) another retirement savings vehicle prescribed by the Pension Benefits Act; or
- (iv) an insurance company licensed to provide annuities in Canada, for the purchase of a

Article 11 – Cost of Living Adjustment

11.01 Adjustment

The amount of a pension being paid under t

11.03 Amount of Succeeding Adjustments

On the first day of July in each year following the initial adjustment under Section 11.02, the amount of immediate or deferred pension

Plan which would cause or permit any portion of the assets of the Pension Fund, as of the date of such amendment, to be used for any purpose other than the exclusive benefit of Member, Spouse, Orphan or Beneficiary except as provided in Sections 12.04, 13.03 and 14.03.

12.09 Return of Contributions

In the event that the College or a Member makes a contribution to the Plan which would cause the Plan's registration to be revocable under the Income Tax Rules then, subject to the conditions or approval procedures under the Act, such contributions shall be returned to the College or Member, as applicable.

through the purchase of annuity contracts from an insurance company licensed to do business in Canada, or by the transfer of benefits to which the Members are entitled to the pension plans of subsequent employers or to registered retirement savings plans or by the continuation of the Pension Fund or by the payment of cash refunds, all as determined by the Committee, subject to the requirements of the Act.

15.04 **Spendthrift Provisions**

Except to the extent permitted by law, no benefit, either in whole or in part, payable under the provisions of this Plan or other interest herein may be alienated, sold, transferred, assigned, pledged, encumbered, charged, anticipated, given as security or surrendered until paid to the Member, Spouse, Orphan or Beneficiary,

deaths occurring at such times as permitted under the Act.

15.07 Designation of Beneficiary

Each Member may, from time to time, designate a person or persons to receive the benefits which may be payable to a beneficiary under the Plan in the event of the death of the Member. Each such designation will revoke all prior designations by such Member, shall be in writing on a form provided for that purpose and filed with the Committee, and may name one or more primary beneficiaries. If the Member has not designated a Beneficiary or such Beneficiary pre-deceases the Member then any death benefits payable to a Beneficiary shall be paid to the estate of the Member.

Article 16 – Ad Hoc Increases

16.01 The College may, from time to time, amend the Plan to provide ad hoc increases to the retirement income payable under the Plan

indicated below:

Pension Commencement Date	Percentage Increase
on or prior to June 30, 2002	2.00%

