



**CANADIAN
COMMERCIAL WORKERS
INDUSTRY PENSION PLAN
"CCWIPP"**

Member Information Booklet
2018

Your role as a Member of the CCWIPP carries certain responsibilities, including informing the Administration Office in your region (see page 1) of any changes in your:

- Name
- Marital Status
- Beneficiary Designation
- Social Insurance Number
- Contact Information (mailing address, telephone number, email address)

TABLE OF CONTENTS

	PAGE
INTRODUCTION	1
ABOUT THE CCWIPP	2
ELIGIBILITY	3
PENSION ACCRUALS	4
COMMUTED VALUE / COST SHARING	13
SUPPLEMENTARY HOURS CREDIT	14
BENEFITS PAYABLE ON RETIREMENT	15
BENEFITS PAYABLE ON TERMINATION	20
BENEFITS PAYABLE ON DEATH	23
PARTICIPATING EMPLOYER WITHDRAWALS	25
GENERAL INFORMATION	26
DEFINITIONS OF SPOUSE	29
BOARD OF TRUSTEES	33

INTRODUCTION

This booklet is a summary of the main provisions of the CCWIPP. It applies to Members employed in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland & Labrador, Nova Scotia, Ontario, Prince Edward Island and Saskatchewan.

There is an official Plan Text which sets out all of the provisions of the CCWIPP. You may review this document at, or obtain a copy from, one of the Administration Offices below following a written request.

The Board of Trustees of the CCWIPP Trust Fund (the “Trustees”) disclaims any responsibility or liability whatsoever for any errors or omissions, claims, damages, or costs, arising out of or reliance upon or use of any part of this booklet. In the case of conflict between this booklet and the official Plan Text, the terms of the official Plan Text will govern.

REGIONAL ADMINISTRATION OFFICES TO SERVE YOU

2099 Lougheed Highway, Suite 318B
Port Coquitlam, BC V3B 1A8
604-945-7607
1-800-663-7977
Fax: 604-945-7657

61 International Blvd., Suite 110
Toronto, ON M9W 6K4
416-674-8581
1-800-387-3181
Fax: 416-674-0992

46 Hopewell Way, NE, Suite 101
Calgary, AB T3J 5H7
403-250-3534
1-888-811-7227
Fax: 403-250-9236

1200, boul. Crémazie Est, Bureau 201
Montréal, QC H2P 3A5
514-335-1585
1-800-363-0580
Fax: 514-856-1773

880 Portage Avenue, 3rd Floor
Winnipeg, MB R3G 0P1
204-982-6082
1-800-665-1223
Fax: 204-982-6080

20 Crosbie Place, Suite 101
St. John's, NL A1B 3Y8
709-754-6633
1-800-563-1930
Fax: 709-754-6733

Please read this booklet carefully and keep it for future reference. If you have any difficulty in understanding any part of this booklet, contact the Administration Office in your region.

For more information about the CCWIPP, visit www.ccwipp.ca



ABOUT THE CCWIPP

WHAT IS THE CCWIPP?

Established in 1979, the CCWIPP is one of the largest defined benefit collectively bargained private sector multi-employer pension plans in the country. It is financed through a Trust Fund administered by a joint Board of Trustees comprised of representatives of the United Food and Commercial Workers, Canada (“UFCW”) and of Participating Employers. The Trustees use the professional services of an actuary, administrator, auditor, custodian, investment consultant, legal counsel and a group of investment managers. The Trustees have the right to amend the CCWIPP.

The CCWIPP belongs to you - not the Participating Employers, not the UFCW, but to you. All assets, net of expenses, are used to provide benefits to Members and their Beneficiaries in accordance with the provisions of the CCWIPP.

Contributions to the CCWIPP are set out in Collective Agreements and other agreements. Accrued and future benefits under the CCWIPP may change – up or down – depending on the funding level of the Plan and other legal and regulatory requirements.

The CCWIPP is regulated and administered in accordance with all applicable federal and provincial pension legislation.

The CCWIPP Registration Number is 0580431.
The fiscal year end of the CCWIPP is December 31st.

WHAT ARE THE COMPONENTS OF THE CCWIPP?

There are two components to the CCWIPP.

Legacy Plan

Prior to July 1, 2015, the CCWIPP was registered as a ‘non-contributory pension plan’ which means that only employer contributions were required.

Restructured Plan

On and after July 1, 2015, Member contributions and ‘additional’ employer contributions were introduced with new scales of benefits, as described later in this booklet.



ELIGIBILITY

WHEN DO I BECOME A MEMBER OF THE CCWIPP?

Provided hours are reported and contributions are made on your behalf by your Participating Employer, you become a Member of the CCWIPP on the earlier of:

- the first day of the month following completion of 2 years of continuous service with one or more Participating Employers; or,
- January 1st of the year following 2 consecutive calendar years if, in each of these calendar years, you have either:
 - completed at least 350 hours of employment with one or more Participating Employers; or,
 - earned at least 35% of the Year's Maximum Pensionable Earnings with one or more Participating Employers.

WHAT DO I NEED TO DO AS A MEMBER OF THE CCWIPP?

As a Member of the CCWIPP, you must complete and sign a Registration of Personal Information and Beneficiary Designation Form and send it to the Administration Office in your region (see page 1).

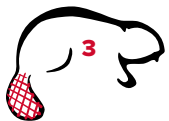
You may obtain this form from one of the Administration Offices or your Participating Employer.

WHY IS IT IMPORTANT THAT I COMPLETE THIS FORM?

This form is used to collect information that is necessary to administer the CCWIPP and accurately establish your pension record. It helps confirm your correct name, address, date of birth, email address - and most importantly - it identifies your Spouse and allows you to designate one or more Beneficiaries in the event of death prior to pension commencement.

You will find the definition of "Spouse" that applies to you in the Definitions of Spouse section later in this booklet.

This form also provides consent to permit the administrator to communicate with you electronically (i.e. by email) allowing you to get information from the CCWIPP in a more timely way.



PENSION ACCRUALS

WHEN DO I START ACCRUING PENSION UNDER THE CCWIPP?

You start accruing pension under the CCWIPP once you become a Member in accordance with the eligibility requirements shown on page 3.

WHEN DO I BECOME ENTITLED TO MY PENSION?

Your pension is immediately vested once you become a Member of the CCWIPP or on a later date, as permitted by provincial legislation.

HOW DOES MY PENSION ACCRUE?

Up to June 30, 2015, pension accruals were provided under the Legacy Plan based on prior scales of benefits. Your pension was based on the number of hours reported on your behalf by your Participating Employer in a calendar year, which were used to determine the percentage of the year for which you received credit.

On and after July 1, 2015, pension accruals are provided under the Restructured Plan and are based on new scales of benefits and the number of hours reported on your behalf by your Participating Employer. Under the new scales, subject to certain modifications, accrual rates depend on your period of continuous service. The scale that will apply to you depends on whether Member contributions have been negotiated and whether your Participating Employer has agreed to make additional employer contributions.



PENSION ACCRUALS

HOW MUCH ARE MEMBER CONTRIBUTIONS UNDER THE RESTRUCTURED PLAN?

If Member contributions have been negotiated, your contribution rate will depend on your period of continuous service.

Period of Continuous Service	Member Contribution Rate
*Less than 2 years	\$0.00/hour
2 years but less than 8 years	\$0.22/hour
8 or more years	\$0.40/hour

*If you become a Member of the CCWIPP before having completed 2 years of continuous service (see Eligibility section on page 3), Member contributions will commence on the date you become a Member of the CCWIPP at the rate of \$0.22 per hour. This rate will apply until you have completed 8 years of continuous service.

If your Participating Employer's contribution rate is less than \$0.50 per hour (not including additional employer contributions), your Member contributions will be lower and will be prorated over \$0.60.

ARE MEMBER CONTRIBUTIONS TAX DEDUCTIBLE?

Yes. Member contributions are tax deductible and your Participating Employer is required to report the amount of these contributions on your T4 tax slip.

HOW MUCH ARE THE ADDITIONAL EMPLOYER CONTRIBUTIONS UNDER THE RESTRUCTURED PLAN?

In most cases, the additional employer contributions are \$0.20 per hour over and above the amount of your Participating Employer's required contributions under the collective agreement as of June 30, 2015. In most cases, your Participating Employer will not agree to make these additional contributions unless Member contributions have been negotiated.

For certain Participating Employers who contribute less than \$0.50 per hour, the additional employer contributions will be 40% of their contribution rate under the collective agreement as of June 30, 2015.



PENSION ACCRUALS

WHAT ARE THE NEW SCALES OF BENEFITS UNDER THE RESTRUCTURED PLAN?

There are several scales of benefits under the Restructured Plan. The scale that applies depends on whether there are Member contributions and/or additional employer contributions.

The following are examples of three of these scales.

SCALE 1: MEMBER CONTRIBUTIONS AND ADDITIONAL EMPLOYER CONTRIBUTIONS

If Participating Employer contributions, Member contributions, and additional employer contributions are paid on 2,000 hours in a calendar year, the monthly benefit accrual rate will be in accordance with the following scale.

Period of Continuous Service	Monthly Benefit Accrual Rate
*Less than 2 years	\$0.00
2 years but less than 8 years	\$18.00
8 or more years	\$30.00

*If you become a Member of the CCWIPP before having completed 2 years of continuous service (see Eligibility section on page 3), you will begin to accrue a monthly benefit of \$18 from the date you become a Member of the CCWIPP. This accrual rate will apply until you have completed 8 years of continuous service.

If your Participating Employer's contribution rate is less than \$0.50 per hour (not including additional employer contributions), your monthly benefit accrual and Member contributions will be lower and will be prorated over \$0.60. If your Participating Employer's contribution rate is more than \$1.25 per hour (not including additional employer contributions), your monthly benefit accrual will be higher and will be prorated over \$1.25.

If more or less than 2,000 hours are reported in a calendar year, the monthly benefit accrual will be prorated over 2,000 hours.

This scale also applies to you if your Participating Employer joined the CCWIPP on or after July 1, 2015.



PENSION ACCRUALS

SCALE 1 (continued)

BENEFIT FORMULAS

Formula 1: Participating Employer contribution rate is less than \$0.50/hour*

$$\text{Accrual} = \text{Monthly Benefit Accrual Rate} \times \frac{\text{Participating Employer Contribution Rate}}{\$0.60} \times \frac{\text{Reported Hours}}{2,000}$$

Formula 2: Participating Employer contribution rate is \$0.50/hour or more and \$1.25/hour or less*

$$\text{Accrual} = \text{Monthly Benefit Accrual Rate} \times \frac{\text{Reported Hours}}{2,000}$$

Formula 3: Participating Employer contribution rate exceeds \$1.25/hour*

$$\text{Accrual} = \text{Monthly Benefit Accrual Rate} \times \frac{\text{Participating Employer Contribution Rate}}{\$1.25} \times \frac{\text{Reported Hours}}{2,000}$$

*not including additional employer contributions.



PENSION ACCRUALS

EXAMPLE: I expect to work 1,600 hours this year and will have completed 10 years of continuous service. My Participating Employer's contribution rate is \$1.25 per hour (as shown in my Collective Agreement).

How much pension will I accrue this calendar year?

Refer to pages 6 and 7:

- 10 years of continuous service → Monthly Benefit Accrual Rate = \$30.00
- Reported hours = 1,600
- Participating Employer contribution rate = \$1.25/hour → Formula 2

$$\begin{aligned} \text{Accrual} &= \text{Monthly Benefit Accrual Rate} \times \frac{\text{Reported Hours}}{2,000} \\ &= \$30.00 \times \frac{1,600}{2,000} = \mathbf{\$24.00} \end{aligned}$$

You will accrue **\$24.00** of monthly pension for this calendar year. This will be added to any pension accrued in prior calendar years.



PENSION ACCRUALS

SCALE 2: NO MEMBER CONTRIBUTIONS AND NO ADDITIONAL EMPLOYER CONTRIBUTIONS

If neither Member contributions nor additional employer contributions **are negotiated**, and Participating Employer contributions are paid on 2,000 hours in a calendar year, the monthly benefit accrual rate will be in accordance with the following scale.

Period of Continuous Service	Monthly Benefit Accrual Rate
*Less than 2 years	\$0.00
2 or more years	\$10.00

*If you become a Member of the CCWIPP before having completed 2 years of continuous service (see Eligibility section on page 3), you will begin to accrue benefits when you become a Member of the CCWIPP.

If your Participating Employer's contribution rate is more or less than \$1.00 per hour, your monthly benefit accrual will be higher or lower and will be prorated over \$1.00.

If more or less than 2,000 hours are reported in a calendar year, the monthly benefit accrual will be prorated over 2,000 hours.

BENEFIT FORMULA

$$\text{Accrual} = \text{Monthly Benefit Accrual Rate} \times \frac{\text{Participating Employer Contribution Rate}}{\$1.00} \times \frac{\text{Reported Hours}}{2,000}$$



PENSION ACCRUALS

SCALE 2 (continued)

EXAMPLE: I expect to work 1,600 hours this year and will have completed 10 years of continuous service. My Participating Employer's contribution rate is \$0.60 per hour (as shown in my Collective Agreement).

How much pension will I accrue this calendar year?

Refer to page 9:

- 10 years of continuous service → Monthly Benefit Accrual Rate = \$10.00
- Reported hours = 1,600
- Participating Employer contribution rate = \$0.60/hour

$$\begin{aligned} \text{Accrual} &= \text{Monthly Benefit Accrual Rate} \times \frac{\text{Participating Employer Contribution Rate}}{\$1.00} \times \frac{\text{Reported Hours}}{2,000} \\ &= \$10.00 \times \frac{0.60}{\$1.00} \times \frac{1,600}{2,000} = \mathbf{\$4.80} \end{aligned}$$

You will accrue **\$4.80** of monthly pension for this calendar year. This will be added to any pension accrued in prior calendar years.



PENSION ACCRUALS

SCALE 3: MEMBER CONTRIBUTIONS BUT NO ADDITIONAL EMPLOYER CONTRIBUTIONS

If Member contributions **are negotiated** but additional employer contributions **are not negotiated**, and Participating Employer contributions and Member contributions are paid on 2,000 hours in a calendar year, the monthly benefit accrual rate will be in accordance with the following scale.

Period of Continuous Service	Monthly Benefit Accrual Rate
*Less than 2 years	\$0.00
2 years but less than 8 years	\$14.00
8 or more years	\$20.00

*If you become a Member of the CCWIPP before having completed 2 years of continuous service (see Eligibility section on page 3), you will begin to accrue a monthly benefit of \$14 from the date you become a Member of the CCWIPP. This rate will apply until you have completed 8 years of continuous service.

If your Participating Employer's contribution rate is less than \$0.50 per hour, your monthly benefit accrual and required Member contributions will be lower and will be prorated over \$0.60.

If more or less than 2,000 hours are reported in a calendar year, the monthly benefit accrual will be prorated over 2,000 hours.

BENEFIT FORMULAS

Formula 1: Participating Employer contribution rate is less than \$0.50/hour

$$\text{Accrual} = \text{Monthly Benefit Accrual Rate} \times \frac{\text{Participating Employer Contribution Rate}}{\$0.60} \times \frac{\text{Reported Hours}}{2,000}$$

Formula 2: Participating Employer contribution rate is \$0.50/hour or more

$$\text{Accrual} = \text{Monthly Benefit Accrual Rate} \times \frac{\text{Reported Hours}}{2,000}$$



PENSION ACCRUALS

SCALE 3 (continued)

EXAMPLE: I expect to work 1,600 hours this year and will have completed 10 years of continuous service. My Participating Employer's contribution rate is \$0.60 per hour (as shown in my Collective Agreement).

How much pension will I accrue this calendar year?

Refer to page 11:

- 10 years of continuous service → Monthly Benefit Accrual Rate = \$20.00
- Reported hours = 1,600
- Participating Employer contribution rate = \$0.60/hour → Formula 2

$$\begin{aligned} \text{Accrual} &= \text{Monthly Benefit Accrual Rate} \times \frac{\text{Reported Hours}}{2,000} \\ &= \$20.00 \times \frac{1,600}{2,000} = \mathbf{\$16.00} \end{aligned}$$

You will accrue **\$16.00** of monthly pension for this calendar year. This will be added to any pension accrued in prior calendar years.



COMMUTED VALUE / COST SHARING

WHAT IS A COMMUTED VALUE?

A commuted value is the lump sum value of a pension benefit, calculated at the date of termination, retirement or death, whichever applies, that is estimated to be equal in value to a future series of pension payments, using assumptions adopted by the Trustees based on the Actuary's advice and in accordance with the Canadian Institute of Actuaries Standard of Practice for Determining Pension Commuted Values and applicable legislation.

WHAT IS THE 50% COST SHARING RULE?

If you are making Member contributions to the CCWIPP, the contributions that you make up to your date of termination, retirement or death, whichever applies, increased with interest, cannot exceed 50% of the commuted value of all or a portion of your pension (depending on the pension legislation in your province); otherwise, the excess will be refunded to you (or your Spouse, Beneficiary or estate) in a lump sum, less withholding taxes. You or your spouse may transfer the lump sum to a Registered Retirement Savings Plan ("RRSP"), on a tax-sheltered basis, subject to the requirements of the *Income Tax Act*.

EXAMPLE: You intend to commence your pension this year. Your total Member contributions with interest are \$15,000 and the commuted value of your pension is \$29,000.

Since your Member contributions (\$15,000) are more than 50% of the commuted value ($\$29,000 \div 2 = \$14,500$), you will be refunded \$500 ($\$15,000 - \$14,500$).



SUPPLEMENTARY HOURS CREDIT

WILL I CONTINUE TO RECEIVE PENSION CREDITS IF I AM UNABLE TO WORK DUE TO ILLNESS OR INJURY, OR IF I AM AWAY FROM WORK BECAUSE OF A MATERNITY, PARENTAL OR ADOPTION LEAVE?

If you are under age 65 and have completed a Registration of Personal Information and Beneficiary Designation Form, you can apply for Supplementary Hours Credit (“SHC”) to have pension accruals continue.

HOW DO I APPLY FOR SHC?

Contact the Administration Office in your region (see page 1) to have the necessary forms sent to you. These forms are also available on the website at www.cwipp.ca

WHEN MUST I APPLY FOR SHC?

You must apply prior to termination or retirement and by the following dates.

- **If you were on maternity, parental or adoption leave:** within 60 days following the date you return to work.
- **If your illness or injury lasts less than 30 days:** within 60 days following the date you return to work.
- **If your illness or injury lasts 30 days or more:** within 6 months from the beginning of your illness or injury.

HOW IS THE SHC CALCULATED?

The SHC is calculated based on the number of hours reported on your behalf by your Participating Employer in the prior calendar year.

WHAT IS THE MAXIMUM SHC THAT I CAN RECEIVE IF I AM UNABLE TO WORK DUE TO ILLNESS OR INJURY?

You can receive SHC for a maximum of 36 months in respect of each period of illness or injury.

WILL I BE REQUIRED TO REMIT MEMBER CONTRIBUTIONS IF I AM IN RECEIPT OF SHC?

No. Member contributions will not be required.



BENEFITS PAYABLE ON RETIREMENT

WHEN CAN I RECEIVE AN UNREDUCED PENSION?

The earliest day you can receive an unreduced pension under the CCWIPP is the first day of the month coinciding with or next following your 65th birthday. This is the Normal Retirement Date under the CCWIPP.

WHAT IS THE EARLIEST DAY I CAN RECEIVE A REDUCED PENSION?

The earliest day you can receive a reduced pension under the CCWIPP is the first day of the month coinciding with or next following your 50th birthday.

WHAT HAPPENS IF I CHOOSE TO COMMENCE MY PENSION BETWEEN THE AGES OF 50 AND 65?

If you choose to commence your pension between the ages of 50 and 65, your pension will be reduced by 0.5% for each month that your pension commences prior to age 65 (but not greater than the actuarial reduction).

EXAMPLE: If you are 62 years old with a monthly pension of \$180.00 payable at age 65, your monthly pension payable at age 62 would be:

- Number of months between ages 62 and 65 = 36 months
- Early retirement reduction: 36 months x 0.5% = 18%
- Monthly pension at age 62: \$180.00 x (100% - 18%) = \$147.60

BY WHEN MUST MY PENSION COMMENCE?

Your pension must commence, at the latest, on December 1st of the calendar year in which you turn age 71, as required under the *Income Tax Act*.

DO I HAVE TO CHANGE MY EMPLOYMENT STATUS IN ORDER TO START COLLECTING MY PENSION?

Yes. If you are working full-time with a Participating Employer, you must take a part-time position or terminate your employment within 60 days before or after the date your pension starts. If you are working part-time with a Participating Employer, you must terminate your employment within 60 days before or after the date your pension starts.

Please note that this does not apply to you if the commencement date of your pension is on December 1st of the calendar year in which you turn age 71.

Once your pension commences, you cannot accrue any further pension in accordance with the *Income Tax Act*.



BENEFITS PAYABLE ON RETIREMENT

WHEN SHOULD I CONTACT AN ADMINISTRATION OFFICE TO APPLY FOR MY PENSION?

You should contact the Administration Office in your region (see page 1) **about 6 weeks prior to your intended pension commencement date.** The necessary forms will be sent to you for completion. These forms must be returned along with the required proof(s) of age.

CAN I RECEIVE RETROACTIVE PAYMENTS IF I CONTACT AN ADMINISTRATION OFFICE AFTER MY INTENDED PENSION COMMENCEMENT DATE?

No. If you do not contact an Administration Office (see page 1) to apply for your pension until after your intended pension commencement date, you will not receive retroactive pension payments.

WHAT IS THE NORMAL FORM OF PENSION?

The normal form of pension is a lifetime pension with 60 months of payments guaranteed. This means that a monthly pension will be paid to you for your lifetime, but if your death occurs before you have received 60 months of pension payments, your designated Beneficiary will continue to receive the remainder of the payments in the guarantee period.

WHAT IF I HAVE A SPOUSE AT PENSION COMMENCEMENT?

If you have a Spouse on your pension commencement date, you must elect at least a joint & 60% survivor pension. A joint & 60% survivor pension is a monthly pension that will be paid to you for your lifetime, but in the event of your death before your Spouse's death, 60% of your monthly pension will continue to be paid to your Spouse for his/her lifetime. The amount of your pension will be actuarially adjusted to reflect this form of payment.

You will find the definition of "Spouse" that applies to you in the Definitions of Spouse section later in this booklet.

CAN A SPOUSE WAIVE HIS OR HER RIGHT TO THE JOINT & 60% SURVIVOR PENSION?

Yes. A Spouse may waive his/her right to the joint & 60% survivor pension. The rules for waiving this right vary by province. Please contact the Administration Office in your region (see page 1) for further information.



BENEFITS PAYABLE ON RETIREMENT

ARE THERE OTHER FORMS OF PENSION I CAN CHOOSE?

Yes. You can choose from several optional forms of pension payment.

If you elect one of these optional forms, the amount of your pension will be actuarially adjusted to reflect this form of payment.

If you do not have a Spouse on your pension commencement date or your Spouse has waived his/her right to the joint & 60% survivor pension, you may elect one of the following optional forms of pension payment:

- **Lifetime pension with 0, 10 or 15 years guaranteed**

A monthly pension payable to you for your lifetime, but if your death occurs before you have received the number of pension payments in your selected guarantee period, your designated Beneficiary will continue to receive the remainder of the payments in the guarantee period.

If you have a Spouse on your pension commencement date, you may elect one of the following optional forms of pension payment:

- **Joint & survivor pension, reducing to 50% or 75%, or remaining at 100%**

A monthly pension payable to you for your lifetime, but in the event of your death before your Spouse, your Spouse will continue to be paid the selected percentage of your monthly pension for his/her lifetime. A spousal waiver is needed to elect the joint & 50% survivor pension.

- **Joint & survivor pension, reducing to 60%, with 10 years guaranteed**

A monthly pension payable to you for your lifetime, but if your death occurs before you have received 120 monthly payments, your Spouse (or designated Beneficiary if your Spouse is not living) will continue to receive the same monthly payment for the balance of the 120 months. After 120 months, your Spouse, if still living, will continue to be paid 60% of your monthly pension for his/her lifetime.



BENEFITS PAYABLE ON RETIREMENT

CAN I CHANGE MY FORM OF PENSION?

No. You will not be able to change your form of pension after you have received your first pension payment.

WHEN CAN I EXPECT MY PENSION PAYMENTS?

Your pension is payable from your pension commencement date, **provided you have contacted an Administration Office (see page 1) to apply for your pension prior to such date.** However, it normally takes up to 3 months to process your first payment, in which case a retroactive payment will be made. Thereafter, your pension payments are made on the first day of each month.

CAN I RECEIVE MY PENSION AS A LUMP SUM PAYMENT?*

If your pension or the commuted value of your pension is below the small pension threshold specified in the legislation of your province of employment, the commuted value of your pension may be paid to you as a lump sum, less withholding taxes, instead of a monthly amount. You will be able to transfer this lump sum to an RRSP, on a tax-sheltered basis, subject to the requirements of the *Income Tax Act*.

*Notes

- If the CCWIPP is not fully funded under solvency requirements and your Legacy Plan benefits have not been reduced to the transfer ratio, it is possible that only the funded portion of the commuted value of the small pension you accrued under the Legacy Plan can be paid immediately, and the balance, increased with interest, would be payable within five years. Subject to applicable law, the commuted values of small pensions accrued under the Restructured Plan are currently being paid out in full.
- The transfer ratio refers to the percentage by which a plan is funded on a wind up basis. The transfer ratio is subject to change and is updated annually. There is no intention to wind up the CCWIPP.
- The *Income Tax Act* limits the amount that may be transferred on a tax-sheltered basis. Any amount of the commuted value of your pension above the maximum transfer value can only be transferred to your RRSP if you have sufficient contribution room. A T4A will be issued in respect of this amount.

BENEFITS PAYABLE ON RETIREMENT

CAN MY MONTHLY PENSION PAYMENTS OR MY LUMP SUM PAYMENT BE DEPOSITED DIRECTLY INTO MY BANK ACCOUNT?

Yes. A form to authorize payment directly into your bank account will be enclosed with the information you will receive about your options.

WHAT HAPPENS IF I RETURN TO WORK FOR A PARTICIPATING EMPLOYER AFTER MY PENSION COMMENCES?

Provided you have not reached the latest pension commencement date under the CCWIPP (see page 15), you may choose to have your pension payments suspended immediately and additional pension credited as a result of your re-employment.

Alternatively, you can continue to collect your pension, and no further pension will be credited. In this case, Member contributions will not be required.



BENEFITS PAYABLE ON TERMINATION

WHEN DOES MY MEMBERSHIP IN THE CCWIPP TERMINATE?

- If you are employed in Manitoba, your membership in the CCWIPP terminates on the earlier of the date you ceased employment **and** ceased to be a member of the UFCW; or on the last day of the calendar month following 24 consecutive calendar months with no hours reported for you.
- If you are employed in Saskatchewan, your membership in the CCWIPP terminates on the earlier of the date you ceased employment **and** ceased to be a member of the UFCW, or immediately following 2 consecutive calendar years with less than a total of 350 hours reported for you.
- If you are employed in Alberta or British Columbia, your membership in the CCWIPP terminates immediately following 2 consecutive calendar years with less than a total of 350 hours reported for you.
- If you are employed in New Brunswick, Newfoundland, Nova Scotia, Ontario, or Prince Edward Island, your membership in the CCWIPP terminates on the last day of the calendar month following 12 consecutive calendar months with no hours reported for you.

WHAT HAPPENS WHEN MY MEMBERSHIP IN THE CCWIPP TERMINATES?

When your membership in the CCWIPP terminates, the necessary forms will be sent to you for completion. If you are employed in Manitoba or Saskatchewan and have ceased employment and ceased to be a member of the UFCW, you must contact the Administration Office in Manitoba (see page 1) to request that the necessary forms be sent to you.

These forms, **along with the required proof of age**, are to be returned to the Administration Office in your region.



BENEFITS PAYABLE ON TERMINATION

WHAT OPTIONS ARE AVAILABLE TO ME?*

If you are not vested at your membership termination date, you will be entitled to receive only a refund of your Member contributions, if any, with interest.

If you are vested and terminate your membership in the CCWIPP before age 50 (age 55 in Alberta and British Columbia), you can choose to:

- leave your pension in the CCWIPP and have your pension paid to you as early as age 50, subject to the early retirement reductions outlined on page 15, and no later than December 1st of the calendar year in which you turn age 71; or
- transfer the value of your pension, on a locked-in basis, to another registered pension plan, (if that plan permits), an insurance company to purchase an annuity, or a personal retirement savings arrangement, subject to the requirements of the *Income Tax Act*.

If you are vested and terminate your membership in the CCWIPP on or after age 50 (age 55 in Alberta and British Columbia), you may elect to immediately commence your pension, subject to any early retirement reductions, or leave your pension in the CCWIPP and have your pension paid to you at a later date, but no later than December 1st of the calendar year in which you turn age 71.

If you are not eligible for an immediate pension (under age 50) and if permitted by applicable law, the pension you accrued under the Legacy Plan will be reduced to reflect the CCWIPP's transfer ratio indicated in the most recent actuarial valuation report filed with the pension regulator before your membership termination date.

If a portion of your pension under the Legacy Plan has already been reduced, that reduction will be taken into account in determining the reduction applicable to you on your membership termination date.

The portion of the pension you earned under certain pension plans transferred to the CCWIPP may not be reduced. It will depend on the terms of the transfer.

Subject to applicable law, pensions accrued under the Restructured Plan are currently not reduced on membership termination.

BENEFITS PAYABLE ON TERMINATION

*Notes

- If your pension or the commuted value of your pension is below the small pension threshold specified in the legislation of your province of employment, the commuted value of your pension may be paid to you as a lump sum, less withholding taxes. You will be able to transfer this lump sum to an RRSP, on a tax-sheltered basis, subject to the requirements of the *Income Tax Act*.
- If the CCWIPP is not fully funded under solvency requirements and your Legacy Plan benefits have not been reduced to the transfer ratio, it is possible that only the funded portion of the commuted value of the pension you accrued under the Legacy Plan can be paid immediately, and the balance, increased with interest, would be payable within five years. Subject to applicable law, the commuted values of pensions accrued under the Restructured Plan are currently being paid out in full.
- The transfer ratio refers to the percentage by which a plan is funded on a wind up basis. The transfer ratio is subject to change and is updated annually. There is no intention to wind up the CCWIPP.
- *The Income Tax Act* limits the amount that may be transferred on a tax-sheltered basis. Any amount of the commuted value of your pension above the maximum transfer value will be payable in cash, less withholding taxes, or can be transferred to your RRSP, but only if you have sufficient contribution room. A T4A will be issued in any event.



BENEFITS PAYABLE ON DEATH

WHAT HAPPENS IF I DIE BEFORE I START RECEIVING MY PENSION?*

If you are not vested at your date of death, your Spouse will be entitled to receive only a refund of your Member contributions, if any, with interest.

If you are vested at your date of death, your Spouse will be entitled to:

- receive a monthly pension;
- transfer the commuted value of the death benefit, on a locked-in basis, to another registered pension plan, (if that plan permits), an insurance company to purchase an annuity, or a personal retirement savings arrangement; or
- if permitted by pension legislation in your province, receive a lump sum payment, less withholding taxes. This amount can be transferred to an RRSP, on a tax-sheltered basis, subject to the requirements of the *Income Tax Act*.

If you do not have a Spouse or if your Spouse has waived his/her right to the pre-retirement death benefit (where permitted by pension legislation in your province), your designated Beneficiary will receive a lump sum payment, less withholding taxes. If you do not have a designated Beneficiary, any benefit that becomes payable on your death will be paid to your estate.

*Notes

- If the pension or the commuted value of the pension is below the small pension threshold specified in the legislation of your province of employment, your spouse may receive a lump sum payment, less withholding taxes. This amount could be transferred to an RRSP, on a tax-sheltered basis, subject to the requirements of the *Income Tax Act*.
- If the CCWIPP is not fully funded under solvency requirements and your Legacy Plan benefits have not been reduced to the transfer ratio, it is possible that only the funded portion of the commuted value of the pension you accrued under the Legacy Plan can be paid immediately, and the balance, increased with interest, would be payable within five years. Subject to applicable law, the commuted values of pensions accrued under the Restructured Plan are currently being paid out in full.
- The transfer ratio refers to the percentage by which a plan is funded on a wind up basis. The transfer ratio is subject to change and is updated annually. There is no intention to wind up the CCWIPP.

BENEFITS PAYABLE ON DEATH

WHAT HAPPENS IF I DIE AFTER I HAVE STARTED RECEIVING MY PENSION?

Your monthly pension will be paid according to the pension payment option you chose. If you elected a lifetime pension with no guarantee, your pension will cease upon your death. Any pension overpayments, issued after your death and before the CCWIPP is advised of your death, will be collected by the Trustees.

WHAT SHOULD HAPPEN IN THE EVENT OF MY DEATH?

In the event of your death, your Spouse, designated Beneficiary, or representative of your estate should contact the Administration Office in your region (see page 1). The necessary forms will be sent for completion. These forms, along with a copy of the required documents, must be returned to the Administration Office.



PARTICIPATING EMPLOYER WITHDRAWALS

WHAT IS A WITHDRAWAL EVENT?

A Withdrawal Event is when a Participating Employer or bargaining unit ceases to participate in the CCWIPP. A Withdrawal Event also occurs if a Participating Employer's contribution rate, as specified in the applicable Collective Agreement, is reduced below the rate in effect as at April 1, 2017.

WHAT HAPPENS IN THE CASE OF A WITHDRAWAL EVENT?

If you are a Member affected by a Withdrawal Event and if permitted by applicable law, the pension you accrued under the Legacy Plan will be reduced to reflect the CCWIPP's transfer ratio indicated in the most recent actuarial valuation report filed with the pension regulator before the Withdrawal Event.

If you are a Pensioner who is affected by a Withdrawal Event, the portion of your pension in pay, pertaining to the benefit accrued under the Legacy Plan, will be reduced by 10%.

If a portion of your pension under the Legacy Plan has already been reduced, that reduction will be taken into account in determining the reduction applicable to you on a Withdrawal Event.

The portion of the pension you earned under certain pension plans transferred to the CCWIPP may not be reduced. It will depend on the terms of the transfer.

Subject to applicable law, pensions accrued under the Restructured Plan are currently not reduced as a result of a Withdrawal Event.

ARE WITHDRAWING EMPLOYERS PERMITTED TO PAY AN AMOUNT TO ELIMINATE OR MITIGATE THE ABOVE REDUCTIONS?

Yes. A withdrawing employer will be permitted to pay an amount, as determined by the actuary and approved by the Trustees, to eliminate or mitigate these reductions.

GENERAL INFORMATION

WHAT CHANGES DO I NEED TO COMMUNICATE TO THE ADMINISTRATION OFFICE?

The Administration Office in your region (see page 1) must be informed of any changes in your:

- Name
- Marital status
- Beneficiary designation
- Social insurance number
- Contact information (mailing address, telephone number, email address)

When writing to the Administration Office, please include your:

- Full name printed clearly
- Membership identification number
- Home address and postal code
- Telephone number and email address

It is important that you keep your contact information up to date with the Administration Office so that you receive all your entitlements under the CCWIPP. Any unclaimed benefit will be dealt with in accordance with the legislation of your province.

WILL MY MEMBERSHIP IN THE CCWIPP REDUCE THE AMOUNT I CAN CONTRIBUTE TO AN RRSP?

Yes. If contributions are made to the CCWIPP by you or on your behalf, your Participating Employer is required to report the amount of these contributions on your T4 tax slip. This is known as the Pension Adjustment (“PA”). Your RRSP contribution room will be reduced by the PA.

DO GOVERNMENT PENSIONS AFFECT ANY BENEFIT I MAY BE ENTITLED TO FROM THE CCWIPP?

No. The benefits paid by the CCWIPP are in addition to any benefit that you may be entitled to from the Canada Pension Plan, Quebec Pension Plan or Old Age Security.



GENERAL INFORMATION

WHAT HAPPENS TO THE BENEFITS EARNED UNDER MY PREVIOUS PENSION PLAN IF ASSETS HAVE BEEN, OR WILL BE, TRANSFERRED FROM THAT PLAN?

The benefits earned under your previous pension plan will be paid by the CCWIPP in the event of termination, retirement or death. However, the method of calculating these benefits may be in accordance with the previous pension plan rules. These benefits will be shown on your Benefit Statement.

WILL I BE KEPT INFORMED OF THE PENSION WHICH HAS BEEN CREDITED TO ME?

Yes. In June of each year, you will be sent a Benefit Statement showing your personal information, the hours reported for you in the previous calendar year, your Member contributions, interest on Member contributions and the pension that has been credited to you up to the end of the prior calendar year. Be sure to check all of the information on the Benefit Statement, **especially the hours reported and contact information.** It is a good idea to keep your pay slips because oversights may occur in the reporting or the tabulating of your hours. If you believe that any of the information shown on your Benefit Statement is not correct, contact the Administration Office in your region (see page 1).

If, in the future, you elect to receive an immediate or deferred pension, you will receive a Benefit Statement every second year.

DO I HAVE THE RIGHT TO REQUEST INFORMATION ABOUT THE PLAN?

Yes. Copies of documents that the administrator is required to file with the pension regulators are available upon written request. There may be an administrative charge for this service.

GENERAL INFORMATION

PRIVACY POLICY

The Trustees are dedicated to the protection and privacy of its Members' personal information. In recognition of the privacy legislation, the Trustees have developed a Privacy Policy to ensure that all personal information is handled in a secure manner. This Privacy Policy will be strictly applied to the collection, use, storage, and disclosure of personal information used for the operation of the CCWIPP.

COLLECTION OF INFORMATION

For each Member, the CCWIPP's records include personal information such as date of birth, marital status, social insurance number, and the identity and dates of birth of Spouse and/or designated Beneficiaries. This information is collected for the purpose of managing pension entitlements. In some cases, medical records and other employment related details are also required.

All personal information that is stored electronically is protected by firewalls, anti-virus programs, and physical intrusion detectors, which are regularly upgraded. Hardcopy files are treated with similar security measures.

DEFINITIONS OF SPOUSE

The legal definition of “Spouse” for the purposes of the CCWIPP is different in each province. The definition that applies to you is based on the province where you work.

ALBERTA

- (a) A person who, at the relevant time, is married to you and has not been living separate and apart from you for a continuous period longer than 3 years; or,
- (b) If there is no person to whom paragraph (a) applies, a person who, at the relevant time, has been living with you in a marriage-like relationship:
 - (i) for a continuous period of at least 3 years preceding the relevant time; or,
 - (ii) of some permanence, if there is a child of the relationship by birth or adoption

BRITISH COLUMBIA

- (a) A person who, at the relevant time, is married to you and has not been living separate and apart from you for a continuous period longer than 2 years; or,
- (b) A person who was living with you in a marriage-like relationship for a period of at least 2 years immediately preceding the relevant time.

MANITOBA

A person who, at the relevant time:

- (a) is married to you;
- (b) registered a common-law relationship with you under Section 13.1 of *The Vital Statistics Act*; subject to the requirements of the *Income Tax Act*, or,
- (c) not being married to you, cohabited with you in a conjugal relationship:
 - (i) for a period of at least 3 years preceding the relevant time, if either of you is married; or,
 - (ii) of some permanence, if there is a child of the relationship by birth or adoption

If you have a Spouse under paragraph (a) from whom you are living separate and apart at the relevant time, that Spouse will not have any entitlements to retirement or pre-retirement death benefits, whichever applies.

DEFINITIONS OF SPOUSE

NEW BRUNSWICK

A person who, at the relevant time:

- (a) is married to you;
- (b) is married to you by a marriage that is voidable and has not been avoided by a declaration of nullity;
- (c) has gone through a form of marriage with you, in good faith, that is void and has cohabited with you within the preceding year; or,
- (d) is not married to you and has been cohabiting in a conjugal relationship with you for a continuous period of at least 2 years immediately preceding the relevant time.

If you have a Spouse under paragraph (a), (b) or (c) and a Spouse under paragraph (d), it is the Spouse under paragraph (a), (b) or (c), as the case may be, who will be entitled to the benefit payable on retirement or pre-retirement death, whichever applies, unless there is a valid domestic contract, or a decree order or judgment of a competent tribunal, that bars that Spouse's claim.

NEWFOUNDLAND AND LABRADOR

- (a) A person who, at the relevant time, is not married to you and:
 - (i) if there is a person who satisfies the conditions outlined in paragraph (b) below,
 - (ii) if there is no person who satisfies the conditions outlined in paragraph (b) below, has cohabited continuously with you in a conjugal relationship for not less than 1 year; and, is cohabiting or has cohabited with you within the preceding year.
- (b) If there is no person to whom paragraph (a) applies, a person who, at the relevant time:
 - (i) is married to you;
 - (ii) is married to you by a marriage that is voidable and has not been voided by a judgment of nullity; or,
 - (iii) has gone through a form of Marriage with you, in good faith, that is void and is cohabiting or has cohabited with you within the preceding year.



DEFINITIONS OF SPOUSE

NOVA SCOTIA

A person who, at the relevant time:

- (a) is married to you;
- (b) is married to you by a marriage that is voidable and has not been annulled by a declaration of nullity;
- (c) has gone through a form of marriage with you, in good faith, that is void and is cohabiting with you or, if you have ceased to cohabit, has cohabited with you within the twelve-month period immediately preceding the relevant time;
- (d) is your domestic partner within the meaning of Section 52 of the *Vital Statistics Act*, subject to the requirements of the *Income Tax Act*, or,
- (e) is not married to you and has cohabited with you in a conjugal relationship for a period of at least:
 - (i) 3 years, if either of you are married; or
 - (ii) 1 year, if neither of you are married.

If you have a Spouse and, at the relevant time, you are living separate and apart and there is no reasonable prospect of the resumption of cohabitation, that Spouse will have no entitlement on retirement or pre-retirement death, whichever applies, if that Spouse has:

- (a) delivered a written waiver to the administrator in the form and manner set out in the *Pension Benefits Act* prior to the relevant time;
- (b) no entitlement in accordance with the terms of a written agreement that provides for the division of a pension or a pension benefit; or,
- (c) no entitlement by virtue of a court order.



DEFINITIONS OF SPOUSE

ONTARIO

A person who, at the relevant time:

- (a) is married to you; or,
- (b) is not married to you and is living together with you in a conjugal relationship:
 - (i) continuously for a period not less than 3 years; or,
 - (ii) in a relationship of some permanence, if you are the parents of a child as set out in section 4 of the *Children's Law Reform Act*.

If you have a Spouse under paragraph (a) from whom you are living separate and apart at the relevant time, that Spouse will not have any entitlements on retirement or pre-retirement death, whichever applies.

PRINCE EDWARD ISLAND

A person who, at the relevant time:

- (a) is married to you; or,
- (b) is not married to you and is living together with you in a conjugal relationship:
 - (i) continuously for a period not less than 3 years; or,
 - (ii) in a relationship of some permanence, if you are the parents of a child.

SASKATCHEWAN

A person who, at the relevant time:

- (a) is married to you; or,
- (b) if you are not married, a person with whom you are cohabiting as spouses at the relevant time and who has been cohabiting continuously with you as your spouse for at least 1 year prior to the relevant time.

Note

Only one spousal benefit is payable from the CCWIPP and in the case of multiple claims from persons who claim to be Spouses, resolution for such claims and the priority of such claims may be referred to the courts for judicial determination.



BOARD OF TRUSTEES

Ms. A. Collet

Executive Assistant to the National President
UFCW Canada

Mr. J. Cooke

V.P. HR Total Rewards
Sobeys Inc.

Mr. S. Haggerty

President
UFCW Canada Local 175

Mr. P. Meinema

National President
UFCW Canada

Mr. J. A. Poos

Group Head, Pensions & Benefits
George Weston Ltd.

Mr. J. Traeger

President
UFCW Canada Local 832

Mr. T. A. Zakrzewski

V.P. Labour Relations
Metro Ontario Inc.

