



**University
of Victoria**

**UNIVERSITY OF VICTORIA
BOARD OF GOVERNORS
Tuesday, November 24, 2015
11:00 a.m. – 12:00 p.m.
Senate and Board Chambers**

OPEN BOARD APPENDIX DOCUMENT

CONSENT

6. Operations and Facilities Committee (M. Kennedy)

a. Academic Program Proposals:

- i. Proposal for New Applied Theatre Concentration in Department of Theatre BOG-Nov24/15-08**

MOTION:

THAT the Board of Governors approve the Proposal for New Applied Theatre Concentration in the MA Program in the Department of Theatre effective immediately.

- ii. Proposal for MA in Public History BOG-Nov24/15-09**

MOTION:

THAT the Board of Governors approve the Proposal for an MA in Public History. Once the Board of Governors have approved the proposal, the proposal must be posted on the Ministry of Advanced Education website for peer review for a period of 30 days.

- iii. Proposal for Honours Program in Slavic Studies BOG-Nov24/15-10**

MOTION:

THAT the Board of Governors approve the Proposal for an Honours Program in Slavic Studies effective immediately.

- iv. Proposal for Certificate in General Studies BOG-Nov24/15-22**

MOTION:

THAT the Board of Governors approve the Proposal for a Certificate in General Studies effective immediately.

7. Finance Committee (L. LeBlanc)

- a. University of Victoria Staff Pension Plan, Amendment No.29** BOG-Nov24/15-26

MOTION:

THAT the Board of Governors approve the attached Amendment No. 29 to the University of Victoria Staff Pension Plan and that the attached restated Plan text, consolidating all amendments up to and including Amendment No.29, be effective September 30, 2015

- c. University of Victoria Money Purchase Pension Plan, Amendment #13**
BOG-Nov24/15-28

MOTION:

THAT the Board of Governors approve the attached Amendment No. 13 to the University of Victoria Money Purchase Pension Plan and that the attached restated Trust Agreement and Plan text, consolidating all amendments up to and including Amendment No. 13, be effective September 30, 2015.

- d. University of Victoria Combination Pension Plan, Amendment No. 35**
BOG-Nov24/15-29

MOTION:

THAT the Board of Governors approve the attached Amendment No. 35 to the University of Victoria Combination Pension Plan and that the attached restated Trust Agreement and Plan text, consolidating all amendments up to and including Amendment No. 35, be effective September 30, 2015.

Pro Forma Motion: *That the above items be approved by the Board of Governors by consent.*

REGULAR

8. Operations and Facilities Committee (M. Kennedy)

- a. Proposal to establish a Department of Civil Engineering** BOG-Nov24/15-23

MOTION:

That the Board of Governors approve the Proposal for a new Department of Civil Engineering effective immediately.

XXX



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

FOR DECISION

November 12, 2015

To: Operations and Facilities Committee

From: Valerie S. Kuehne
Vice-President Academic and Provost

A handwritten signature in blue ink that reads "Valerie S. Kuehne".

cc: President and Vice-Chancellor

Meeting Date: November 23, 2015

Subject: Proposal for New Applied Theatre Concentration in Department of Theatre

Basis for Jurisdiction: University Act, Section 27 (i)
Senate Committee on Planning terms of reference
Senate

Strategic Relevance: The University's success is dependent on the ability to provide rich, relevant and diverse quality programs that demonstrate societal need and value, meet student demand and faculty expertise. The attached proposal seeks to formalize a concentration in applied theatre – a practice based discipline and a first of its kind in Canada. The proposal supports our strategic mission of offering quality programs that bring recognition and build on the excellent programs we offer (see particularly objectives 2, 4, and 28 in the Strategic Plan).

Previous Consultation: At its meeting on September 10, 2015 Senate Committee on Planning approved the attached proposal for review by Senate.

At its meeting on October 2, 2015, Senate recommended that the Board of Governors approve the attached proposal.

Recommendation:

THAT the Operations and Facilities Committee recommend to the Board of Governors that the Board of Governors approve the Proposal for New Applied Theatre Concentration in the MA program in the Department of Theatre effective immediately.

Background:

Resource Plan for University of Victoria, Board of Governors

1. Overview/nature of the academic program

In recent years, with developments in fields such as Theatre Studies, Performance Studies, Applied Theatre and Physical Theatre, academic programs in Theatre have undergone a transformation. Since the nineteen-nineties, the field of Applied Theatre has expanded exponentially. The term designates a set of practices that was developed in the UK in the nineteen-seventies, and was usually referred to as 'Community Theatre'. The new term was felt to be more appropriate to academic contexts, and was quickly adopted across North America, Australia and Europe. Definitions of the discipline abound, but the one that the University of Victoria has adopted is: **theatre used for extra-theatrical purposes: where extra-theatrical purposes refer to: education; social change and community-building**. Consequently, drama and theatre methods are being used across an ever-widening spectrum of community settings.

Given this rapid expansion, interest in this work and demand for the required knowledge and skills, is outstripping the supply of trained specialists available. Many organizations complain that they cannot find adequately prepared personnel to work in these innovative ways and challenging settings.

The aim of this new program is to produce future practitioners, researchers, scholars and leaders in the field of Applied Theatre. In broad terms, the MA Concentration in Applied Theatre aims to develop a student's skills in critical analysis and academic research, and to apply these skills in the practical application and study of Applied Theatre. The structure of the program therefore encourages students to develop broad-based, systematic and advanced understandings of the theories and historical antecedents of the field, and to acquire practical skills in devising for performance, workshop facilitation, and research. Students will also be provided with significant opportunities to extend and consolidate personal practice in a variety of contexts.

Core courses, coupled with electives offering students high levels of personal autonomy, are designed to enable students to deepen their knowledge in a focused exploration of particular aspects of their preferred areas of study within the field.

2. Alignment with the university's mission and strategic plan

In setting out its vision for the future, the University's strategic plan, A Vision for the Future – Building on Excellence (2012), specifically targets graduate provision as a continuing priority

“In the coming years, graduate enrolments should continue to increase relative to undergraduate enrolments,” (p 18)

The current proposal engages with policy imperatives drawn directly from the university’s Strategic Plan. This document sets out the University’s Mission. Given the emphasis identified above, the following seem apposite:

“integrating teaching, learning, research and civic engagement across the disciplines”, and

“employing our core strengths to benefit our external communities – locally, regionally, nationally and internationally – and promoting civic engagement and global citizenship”. (p 6)

In line with the above, the institution has indicated its commitment to serving the external community:

“our goal is to establish UVic as a recognized cornerstone of the community, committed to the sustainable social, cultural and economic development of our region and our nation”. (p 36)

This translates more directly to objective 28a), **“establish a university-led civic engagement plan that integrates and supports the civic engagement efforts of individuals and units across campus” (p 36)**; and 28c), **“enhance civic literacy and promote the value of civic engagement among our students, faculty and staff through our academic programs, community outreach and other activities” (p 36)**, objectives commensurate with the over-arching goals of the program. Applied Theatre students have already been involved in joint initiatives with organizations and agencies in the local, regional, national and international communities, as well as cross-campus collaborations with other faculties, schools, departments and offices.

3. Senate/academic considerations

Fundamental to this proposal is recognition that Applied Theatre is a practice-based discipline. In light of this principle, the program seeks to develop reflective theatre practitioners through the creation of a culture of independent learning and sustained critical reflection, consistent with Master’s-level study. Methods will be necessarily intensive, rigorous, and challenging with an expectation of considerable autonomy in learning. These methods are designed to build upon the diverse experiences which individuals bring to the program; and necessarily acknowledge that Applied Theatre practice is value-driven; and that participants should therefore be open to exploring their own values as theatre professionals, as well as their knowledge, in order to develop further their own understandings and practice. The interaction between the personal context of an individual’s practice and the public context of theory and debate makes possible the development of praxis. The program will be taught through lectures, practical workshops, student presentations, student self-directed learning and individual tutorials relating to practical research projects and written work selected by the individual student and undertaken with staff supervision and support. Core courses will be taught through lectures and group workshops throughout the program. In addition, students will undertake guided independent study and practical explorations throughout, tailoring their existing knowledge to program content.

4. Demand and availability

During the past twenty years, as a consequence of the spread of Applied Theatre practices, more and more universities have started to offer related classes, often within more traditional theatre programs. However, there are currently few dedicated Masters-level programs and most of them are outside Canada: five in the United Kingdom, two in the United States, one in Germany and one in Australia In Canada, the University of

Windsor offers an undergraduate program in Drama in Education and Community and Concordia University offers individualized graduate programs, some of which have an Applied Theatre focus. As previously noted in Section 1, interest in Applied Theatre work and demand for the required knowledge and skills far outstrips the supply of trained specialists available.

Since September, 2006, with the permission of the Faculty of Graduate Studies, the Theatre Department has run both Masters and Doctoral programs under the Special Arrangement protocols. To date, three graduates have successfully completed doctoral programs and we are anticipating another four to complete within three years. Twelve graduates have successfully completed the program and four will be admitted in September 2015. Unsolicited enquiries remain buoyant. When the program is fully operational, it is anticipated that between six and eight students will be admitted annually. Within the course of an academic year, the department currently receives enquiries from up to ten potential Applied Theatre graduate students. Enquiries are, for the most part, unsolicited; and, with the benefit of focused, strategic enrolment advertising, the department anticipates that this target will easily be met.

5. Resource implications (including resource plan, revenue and expenditure implications)

The Department has two regular faculty members with expertise in Applied Theatre, as least five others qualified to serve n Applied Theatre committees, and many faculty across the campus who can serve as co-supervisors and committee members. No new courses, beyond those already regularly offered, are required for the program.

Since the graduate program in Applied Theatre has been running for nine years now, the academic impact has far outweighed the resource limitations. It is not envisaged that the formal addition of a new concentration in Applied Theatre will place any significant financial burdens on the department.

6. Other relevant factors (including impact and outcomes)

As the field of Applied Theatre continues to grow, an ever-increasing range of working contexts has developed. Graduates might expect to find employment in the following range of positions:

- qualified practitioners with specialist organizations in the fields of theatre outreach (including specialist provision for young audiences), historical interpretation and museum education, prisons, hospitals and other community-based organizations;
- education directors for cultural organizations;
- facilitators with a wide variety of youth activities including after school programs, camps, youth theatres and specialist centers (e.g. Lesbian, Gay, Bisexual and Transgender [LGBT], First Nations youth programs, juvenile detention centers);
- theatre in health education contexts (performers, program trainers, facilitators and directors);
- reminiscence and intergenerational theatre (performers, devisers, workshop leaders and directors);
- team-building and management training specialists in private, public and not-for-profit settings;
- specialists with national and international development programs, aid agencies and refugee support and trauma-relief programs.

Of the twelve MA students who have graduated since 2007, four have gone on to undertake PhD study (three at UVic and one at the University of Huddersfield in the UK); three work as teachers of English as a Second Language; one is working for the John Howard Society; one is a historical interpreter at the Barkerville historic site and also runs the Parliamentary Players' summer program; one works in the

International Office at UVic; one is developing educational programs for Landlords BC; and one is working as a workshop facilitator in the Okanagan Valley.

Given the wide-range of possible employment opportunities, the entrepreneurial attitude of Applied Theatre practitioners and the newly-fledged nature of the discipline it is difficult to offer precise indicators as to the future work prospects for graduates.

What can be claimed with accuracy, however, is that in Canada the arts and culture sector employs as many people as the combined sectors of agriculture, forestry, fishing, mining, oil, gas and utilities. According to Statistics Canada, in 2003-4 (the last year for which comprehensive arts statistics have been published), with an investment of \$7.7 billion from three levels of government, the arts and culture sector directly employed 600,000 people and generated \$40 billion for the Canadian economy. A return on investment of more than 500% of which approximately 25% of this gain goes directly back to tax revenue and which is more than the initial Government investment.

In addition, International trends in cultural activity quickly cross frontiers and these trends will have their own inevitable impact on the creative industries in Canada.

Worldwide, the creative industries are growing faster than other economic sectors, reflecting the changes in today's wealth-generating economies. Creative industries are a growing source of direct exports, e.g. film, TV, etc. They also contribute to the competitiveness of other industries, as a component of many modern commercial and consumer products. Creative industries have grown dramatically in Canada, Australia, the United Kingdom, Denmark, the United States, Singapore, Hong Kong, and New Zealand.

Attachment(s): Proposal for New Applied Theatre Stream in Department of Theatre submitted to Senate October 2, 2015.



University
of Victoria

Associate Vice-President Academic Planning

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MEMO

Date: September 16, 2015
To: The Secretary of the Senate
From: Dr. Catherine Mateer, Chair, Senate Committee on Planning
Re: **Proposal To Add a New Concentration in Applied Theatre to the MA Program in Theatre**

At its meeting of 10 September 2015, the Senate Committee on Planning discussed and approved the request to add a New Concentration in Applied Theatre to the MA Program in Theatre. The following motion is recommended:

That Senate approve and recommend to the Board of Governors that it also approve, subject to funding, the establishment of New Concentration in Applied Theatre to the MA Program in Theatre, as described in the document "Proposal To Add a New Concentration in Applied Theatre to the MA Program in Theatre", dated September 15, 2015.

:mam

Committee Membership:

Dr. Catherine Mateer, Chair
Ms. Lauren Charlton
Dr. Stan Dosso
Mr. Alexander Kovalchuk
Dr. Reuven Gordon
Ms. Carrie Andersen
Dr. David Castle
Dr. Maureen MacDonald
Dr. Jason Colby
Dr. Merwan Engineer
Dr. Patrick Nahirney
Ms. Jessica Gelowsky, Secretary

Dr. Valerie S. Kuehne
Dr. Sang Nam
Dr. Catherine McGregor
Dr. Victoria Wyatt
Dr. Anne Bruce
Dr. Ann Stahl
Mr. Philip Schrod
Dr. Andrea Giles
Dr. Stephen Evans
Ms. Gillian Calder
Dr. Ralf St. Clair

Senate Committee on Planning

Title of proposal:	Proposal to Add a New Concentration in Applied Theatre to the MA Program in Theatre
Contact Name and Number:	Dr. Allana C. Lindgren 250-721-8005
Date approved by Department:	November 18, 2014
Date approved by Faculty:	March 11, 2015
Date approved by Graduate Studies: (if applicable)	May 4, 2015 Grad Executive Committee May 21, 2015 Faculty of GS
Date submitted:	August 14, 2015

**PROPOSAL TO ADD A NEW CONCENTRATION
IN APPLIED THEATRE TO THE MA PROGRAM**

Revised September 15, 2015

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**PROPOSAL TO ADD A NEW CONCENTRATION IN
APPLIED THEATRE TO THE MA PROGRAM IN THEATRE**

EXECUTIVE SUMMARY

Objectives: Add a concentration in Applied Theatre to the (renamed) MA in Theatre

Location: University of Victoria

Academic Units: Department of Theatre, Faculties Fine Arts and of Graduate Studies.

Name, title, phone number and e-mail address of contacts:

Dr Allana C. Lindgren, Chair, Department of Theatre; (tel.) 250 721 8005; (e-mail address) theatrechair@uvic.ca,

Dr Warwick Dobson, University Scholar in Applied Theatre; (tel.) 250 721 7997; (e-mail address) wdobson@finearts.uvic.ca,

Dr Kirsten Sadeghi-Yekta, Assistant Professor; (tel.) 250 721 6218; (e-mail address) ksadeghi@uvic.ca

Proposal to add a new concentration in Applied Theatre

The University of Victoria is a leader in Applied Theatre pedagogy in Canada. Moreover, Applied Theatre is the most popular area of graduate study in the Department of Theatre. Adding an Applied Theatre concentration to our MA program will help to acknowledge the importance of Applied Theatre in the Department of Theatre while simultaneously streamlining the process for the increasing numbers of students who apply each year to do graduate work in Applied Theatre at the University of Victoria.

The Department of Theatre is proposing a new concentration within the existing Master of Arts degree requiring fifteen credits in total. It will be a full-time five or six semester program, offering theoretical and practical instruction in the key elements of theatre and interactive drama strategies that can be “applied” in a wide variety of settings to achieve defined aesthetic, educational and social outcomes. The goal of this new concentration is to produce future leaders and scholars in the field of Applied Theatre. A more elaborate description of the MA in Applied Theatre concentration is included at the end of this document.

The application to add an Applied Theatre concentration to the existing MA is being submitted with a separate application to change the MA name from “MA in Theatre History” to “MA in Theatre” to accommodate the new concentration of study within the existing MA program. This will result in two concentrations within the MA in Theatre: a Theatre History concentration and / or an Applied Theatre concentration.

Demands and achievements

In the past fifteen years, the field of Applied Theatre has expanded. Definitions of the discipline abound, but the one that the University of Victoria has adopted in its

undergraduate specialization is as follows: **theatre used for extra-theatrical purposes where extra-theatrical purposes refer to education, social justice and social change, and community-building**. Consequently, drama and theatre methods are being used across an ever-widening spectrum of community settings in ways that align closely with the University of Victoria's Strategic Plan.

As a consequence of the spread of Applied Theatre practices, more and more universities are offering related classes, often within more traditional theatre programs. However, there are currently few dedicated Masters-level programs. Many of the educational leaders in this field are located abroad; five in the United Kingdom, two in the United States, one in Germany and one in Australia (more details can be found in the Appendix). In Canada, the University of Windsor offers an undergraduate program in *Drama in Education and Community*. Given the rapid expansion in the field of Applied Theatre, interest in this work and demand for the required knowledge and skills, is outstripping the supply of trained specialists available. Many organizations complain that they cannot find adequately prepared personnel to work in these innovative ways.

Since September, 2006, with the permission of the Faculty of Graduate Studies, the Theatre Department has run both Masters and Doctoral programs under the Special Arrangement protocols. To date, three graduates have successfully completed doctoral programs and we are anticipating another three to complete within three years. Eleven graduates have successfully completed the MA program and one more will complete within the next two years. One of the doctoral graduates has already secured a tenure-track position at Brock University.

There are currently five prospective students who wish to enter the graduate program in the fall of 2015. The anticipated annual intake is between six and eight students. Within the course of an academic year, the department currently receives enquiries from between five and eight potential Applied Theatre graduate students. Enquiries are, for the most part, unsolicited; and, with the benefit of focused, strategic enrolment advertising, the department anticipates that this target will easily be met.

Program Aims

In broad terms the MA in Theatre - Applied Theatre concentration aims to develop a student's skills in critical analysis and academic research, and to apply these skills in the practical application and study of applied theatre. The structure of the program therefore encourages students to develop broad-based, systematic and advanced understandings of the theories and historical antecedents of the field, and to acquire practical skills in research, coupled with significant opportunities to extend and consolidate personal practice in a variety of contexts. Core courses coupled with electives offering students high levels of personal autonomy are designed to enable students to deepen their knowledge in a focused exploration of particular aspects of their preferred areas of study within the field.

Department of Theatre Approval

The Department of Theatre faculty discussed and approved the proposed changes during a Department Faculty meeting on January 21, 2014.

Resources

The Faculty of Fine Arts Strategic Plan (2004) stated as a priority that a second appointment, at the rank of Assistant Professor, would be made to support the Applied Theatre curriculum. The Department has now made this new appointment, and Assistant Professor Dr Kirsten Sadeghi-Yekta commenced July 1st 2014. The same plan lists among its goals, the enhancement of community outreach through the development of research projects which link the university to the community at large.

Distinctive characteristics

This program will be the first of its kind in Canada. At present there are two programs in the United States: the Applied Theatre program at CUNY and the University of Southern California program. The current proposal has a broader focus than both of these programs. It is a point of principle in the department's approach to Applied Theatre that an effective practitioner requires two essential skill-sets: those of the deviser/director trained in play-building with diverse community groups; and those of the teacher/facilitator skilled in the design, development and running of exploratory drama and theatre participatory workshops.

As the field of Applied Theatre continues to grow, an ever-increasing range of working contexts has developed. Graduates might expect to find employment in a range of positions. In many cases, Applied Theatre practitioners are better placed to gain suitable employment than workers in other sectors (Statistics are included in the Appendix). Of the eight MA students who have graduated since 2007, four have gone on to undertake PhD study (three at UVic and one at Glasgow University in the UK); one has been working at the Native Friendship Centre and running an actor's agency for local community performance projects; one works as a teacher of English as a Second Language; one is a historical interpreter at the Barkerville historic site and also runs the Parliamentary Players' summer program; and the other works in the International Office at UVic.

1. PROPOSAL ADD A NEW CONCENTRATION IN APPLIED THEATRE TO THE MA PROGRAM

- 1.1. *Name:* MA in Theatre – Applied Theatre Concentration
- 1.2. *Location:* University of Victoria
- 1.3. *Academic Units:* Department of Theatre, Faculties Fine Arts and of Graduate Studies.
- 1.4. *Anticipated program start date:* September 2015
- 1.5. *Name, title, phone number and e-mail address of contacts:* Dr Allana C. Lindgren, Chair, Department of Theatre; (tel.) 250 721 8005; (e-mail address) theatrechair@uvic.ca, Dr Warwick Dobson, University Scholar in Applied Theatre; (tel.) 250 721 7997; (e-mail address) wdobson@finearts.uvic.ca, Dr Kirsten Sadeghi-Yekta, Assistant Professor; (tel.) 250 721 6218; (e-mail address) ksadeghi@uvic.ca

2. HISTORY AND CONTEXT OF THE PROGRAM

In the late nineteen-seventies, Dr Barbara MacIntyre, who was at that time Chair of the Department of Theatre developed a Masters program in Drama and Theatre in Education. This program continued to run throughout the eighties and nineties, under the direction of Professor Juliana Saxton. Following her retirement in 1999, the program gradually wound down. During this period, over twenty graduates successfully completed the program under the supervision of either Dr MacIntyre or Professor Saxton.

This program was specifically designed for graduates with an interest in the educational applications of drama and theatre. In the nineteen-nineties, the term ‘Applied Theatre’ was coined by two academics at the University of Manchester. The term designates a set of practices that was developed in the UK in the nineteen-seventies, and was usually referred to as ‘Community Theatre’. The new term, Applied Theatre, was felt to be more appropriate to academic contexts, and was quickly adopted across North America, Australia and Europe. The fields of drama and theatre in education have been subsumed under this new generic heading.

In the past fifteen years, the field of Applied Theatre has expanded. Definitions of the discipline abound, but the one that the University of Victoria has adopted in its undergraduate specialization is: **theatre used for extra-theatrical purposes: where extra-theatrical purposes refer to: education, social justice and social change, and community-building.** Consequently, drama and theatre methods are being used across an ever-widening spectrum of community settings.

As a consequence of the spread of applied theatre practices, more and more universities are offering related classes, often within more traditional theatre programs. However, there are currently few dedicated Masters-level programs. Many of the educational leaders in this field are located abroad:

- ❑ Birmingham School of Acting, located within Birmingham City University (UK), offers a BA (Honours) in *Community and Applied Theatre/Dance Theatre*;
- ❑ The Central School of Speech and Drama at the University of London (UK) offers a BA in *Drama, Applied Theatre and Education* and an MA in *Applied Theatre (Drama in the Community and Education)*;
- ❑ Manchester University (UK) has an MA in *Applied Theatre* and a *Centre For Applied Theatre Research (CATR)*;
- ❑ *Northumbria University* (UK) has a BA (Honours) in *Drama* with a focus on using drama in community contexts;
- ❑ The University of Wales (UK) offers a BA Joint Honours in *Drama, Applied Theatre in Education and Community*;
- ❑ City University of New York (CUNY), offers an MA in *Applied Theatre* (now in its second year of operation) within the School of Professional Studies;
- ❑ University of Southern California School of Theatre introduced an MA in *Applied Theatre Arts* in September 2010;
- ❑ Hesen University, Germany, offers a course in *Applied Theatre Studies*; and
- ❑ Griffith University, Australia, offers a BA and BA (Honours) in *Applied Theatre* and has recently created a *Centre for Applied Theatre Research*.

In Canada, the University of Windsor offers an undergraduate program in *Drama in Education and Community*. In the United States, there are very few degree programs available although individual courses are beginning to appear. For example:

- ❑ The University of Texas at Austin has an MFA in *Drama and Theatre for Youth*;
- ❑ The Tisch School of the Arts at New York University has a minor in *Applied Theatre*;
- ❑ The NYU Steinhardt School of Education has an MA Program in Educational Theatre that offers a “concentration” in *Applied Theatre*.

Given the rapid expansion in the field of Applied Theatre, interest in this work and demand for the required knowledge and skills, is outstripping the supply of trained specialists available. Many organizations complain that they cannot find adequately prepared personnel to work in these innovative ways and challenging settings

Some arts and other community organizations have their own training programs, but most lack the resources and expertise. In the United States, the Actors’ Work Program offers career counseling and courses for retraining and career diversification. Popular amongst these are courses on *Completing Your Degree* and in *The World of Arts in Education*. But these are limited training opportunities bearing no universally recognized qualification or pedigree.

Since September, 2006, with the permission of the Faculty of Graduate Studies, the Theatre Department has run both Masters and Doctoral programs under the Special Arrangement protocols. To date, three graduates have successfully completed doctoral programs and we are anticipating another three to complete within three years. Eleven graduates have successfully completed the MA program and one more will complete within the next two years. One of the doctoral graduates has already secured a tenure-track position at Brock University.

3. AIMS, GOALS AND/OR OBJECTIVES

The goal of this new concentration is to produce future leaders and scholars in the field of applied theatre.

The Department of Theatre is proposing a new concentration within the existing Master of Arts degree requiring fifteen credits in total. It will be a full-time five or six semester program, offering theoretical and practical instruction in the key elements of theatre and interactive drama strategies that can be “applied” in a wide variety of settings to achieve defined aesthetic, educational and social outcomes.

Aims and Learning Outcomes

Program Aims

In broad terms the MA Applied Theatre concentration aims to develop a student’s skills in critical analysis and academic research, and to apply these skills in the practical application and study of applied theatre. The structure of the program therefore encourages students to develop broad-based, systematic and advanced understandings of the theories and historical antecedents of the field, and to acquire practical skills in research, coupled with significant opportunities to extend and consolidate personal practice in a variety of contexts.

Core courses coupled with electives offering students high levels of personal autonomy are designed to enable students to deepen their knowledge in a focused exploration of particular aspects of their preferred areas of study within the field.

Thus the program aims may be considered in terms of the core elements of the program and student-driven choice as set out below. **Firstly:**

- to provide students, from diverse academic backgrounds, with a firm grounding in the different approaches to the analysis, making and evaluation of applied theatre practice, and its relationship to the specifics of intention, context and audience;
- to enable students to understand and apply the research methods involved in these approaches;
- to help students develop their oral and written communication abilities towards the demonstration of appropriate transferable skills, including the ability to construct a reasoned argument, synthesize relevant perspectives, and exercise critical judgement;
- to help students develop essential research skills in the gathering, organization and deployment of evidence, data and information derived from a variety of primary and secondary sources.

Secondly, these aims reflect the level of choice open to students within the final year of the program (either THEA 599, or THEA 598/590). These are therefore to enable the student:

- to demonstrate a systematic and extensive understanding of the knowledge, concepts, and practical skills relevant to effective practice, research and scholarship at the forefront of the discipline or area of professional practice;
- to exhibit mastery and innovation in the exercise of generic and subject-specific intellectual abilities;
- to apply the concepts, theories and methods used in the study of the field in order to engage with key and emergent aesthetic, philosophical, social and cultural issues to an advanced level;
- to develop a variety of approaches and forms for the documentation and dissemination of emergent practices appropriate to the various disciplines at graduate level;
- to show the capacity to take control and responsibility for their academic studies and work independently to advanced standards within their field of study;
- to produce a substantial piece of research-based work on a topic of the student's choice, subject to the supervisory expertise of available staff;
- to reflect on career choices, and compete effectively for employment in the work place.

Program Learning Outcomes

On completion of their MA degree students should be able to:

- utilize effectively a substantial body of advanced subject-based knowledge and understanding from the program of study in the core and elective courses;
- demonstrate a systematic and extensive understanding and mastery of the knowledge, concepts, and practical skills relevant to effective practice, research and scholarship at the forefront of the discipline or area of professional practice;
- show the ability to take control and responsibility for their studies and work independently to advanced standards within their field of study;
- employ multiple interpretive perspectives to analyse complex professional issues;
- demonstrate the ability to research and produce an extended independent study as an exercise in the analysis, interpretation and presentation of information and ideas in the field, to the standards of current scholarly practice;
- draw upon a range of generic intellectual and personal transferable skills applicable to a variety of professional contexts, including further research degrees.

3.1 *Distinctive characteristics*

This program will be the first of its kind in Canada. At present there are two programs in the United States: the Applied Theatre program at CUNY was introduced in September 2008, and is focused on the training of the teacher-artist, primarily within the context of youth and community development; and the University of Southern California program, which began in September 2010, is confined to an examination and exploration of the methods of the Brazilian theorist and practitioner, August Boal.

The current proposal has a broader focus than both of the above programs. It is a point of principle in the department's approach to Applied Theatre that an effective practitioner requires two essential skill-sets: those of the deviser/director trained in play-building with diverse community groups; and those of the teacher/facilitator skilled in the design, development and running of exploratory drama and theatre participatory workshops.

(The program will **not** aspire to provide training for drama therapy, teacher education, traditional actor-training or performance studies. The curriculum will equip theatre artists to work in a variety of formal and informal educational and community settings. Its goal will be the comprehensive education of a vanguard of practitioners for the diverse field of applied theatre.)

3.2 *Anticipated contribution to the UVic, Faculty, and academic unit's strategic plans*

In setting out the University's vision for the future, the university's strategic plan, *A Vision for the Future – Building on Excellence* (2012), specifically targets graduate provision as a continuing priority:

“In the coming years, graduate enrolments should continue to increase relative to undergraduate enrolments.” (p 18)

The current proposal engages with policy imperatives drawn directly from the university's Strategic Plan. This document sets out the University's Mission. Given the emphasis identified above, the following seem apposite:

- “integrating teaching, learning, research and civic engagement across the disciplines”, and
- “employing our core strengths to benefit our external communities – locally, regionally, nationally and internationally – and promoting civic engagement and global citizenship”. (p 6)

In line with the above, the institution has indicated its commitment to serving the external community: “**our goal is to establish UVic as a recognized cornerstone of the community, committed to the sustainable social, cultural and economic development of our region and our nation**”. (p 36)

This translates more directly to objective 28a), “establish a university-led civic engagement plan that integrates and supports the civic engagement efforts of individuals and units across campus” (p 36); and 28c), “enhance civic literacy and promote the value of civic engagement among our students, faculty and staff through our academic programs, community outreach and other activities” (p 36), objectives commensurate with the over-arching goals of the program. Applied Theatre students have already been involved in joint initiatives with organizations and agencies in the local, regional, national and international communities, as well as cross-campus collaborations with other faculties, schools, departments and offices.

The Faculty of Fine Arts Strategic Plan (2004) stated as a priority that a second appointment, at the rank of Assistant Professor, would be made to support the Applied Theatre curriculum. The Department has now made this new appointment, and Assistant Professor Dr Kirsten Sadeghi-Yekta commenced July 1st 2014. The same plan lists among its goals, the enhancement of community outreach through the development of research projects which link the university to the community at large (p 9).

The stated aim of the Department of Theatre is to offer the most comprehensive liberal-arts theatre program in Canada. Specialist concentrations currently on offer at the undergraduate level are: acting, applied theatre, design, directing, production and management, and, theatre history. A graduate program is already available in Theatre History, and there are MFA programs in Design and Directing; the addition of a regular graduate program in Applied Theatre will round out the Department’s graduate offerings.

3.3 *Target audience, student and labour market demand*

Target Audience

The program is intended for the broadest spectrum of artists involved in the discipline of theatre, and will consequently be appropriate for facilitators, directors, devisers, playwrights and performers. The cohort would therefore be drawn from groups such as:

- UVic graduates;
- other theatre graduates;
- practising professional theatre artists with an undergraduate degree;
- educators, community workers and others with demonstrable experience in the field and an undergraduate degree in an allied discipline;
- international students with experience in the field and an appropriate undergraduate degree.

Student Demand

Students will be recruited locally, nationally and internationally, but it is anticipated that many will come from the existing undergraduate pool of students within departments of theatre and drama.

Current graduates on Special Arrangement programs in Applied Theatre include: UVic graduates, one of whom has worked extensively in Argentina; two who have broad experience teaching English as a Second Language in South Africa and South East Asia; one who has wide experience in devising and developing theatre for young audiences; and another with experience of working in educational and community contexts in Malawi. Others include a graduate of the Masters program at the University of Alberta, whose expertise lies in reminiscence and intergenerational theatre; one with experience of working in community contexts in Nigeria; and a third who has worked with the Red Cross and is interested in developing Applied Theatre programs in the areas of medical, nurse and health education. One of the doctoral graduates has already secured a tenure-track position at Brock University.

The following schools offer compatible undergraduate programs from which students might be drawn:

- Arizona State University
- Ball State University
- Brock University, Ontario
- Davidson College, NC
- Eastern Michigan University
- Emerson College, MA
- Empire State College, The State University of New York
- Fordham University
- Grand Valley State University
- Griffith University, Australia
- Goldsmith's College, University of London, UK
- Korean National University of the Arts
- Manhattanville College, NY
- University of Michigan
- Morehouse College
- Northumbria University, UK
- Northwestern
- Pace University, NY
- University of Southern Missouri
- Spellman College
- Sunderland University, UK
- University of Texas at Austin
- University of the West Indies (Trinidad and Tobago)
- University of Windsor, Ontario
- University of Wisconsin, Madison
- York St John University, UK

Labour Market Demand

As the field of Applied Theatre continues to grow, an ever-increasing range of working contexts has developed. Graduates might expect to find employment in the following range of positions:

- qualified practitioners with specialist organizations in the fields of theatre outreach (including specialist provision for young audiences), historical interpretation and museum education, prisons, hospitals and other community-based organizations;
- education directors for cultural organizations;
- facilitators with a wide variety of youth activities including after school programs, camps, youth theatres and specialist centers (e.g. Lesbian, Gay, Bisexual and Transgender [LGBT], First Nations youth programs, juvenile detention centers);
- theatre in health education contexts (performers, program trainers, facilitators and directors);
- reminiscence and intergenerational theatre (performers, devisers, workshop leaders and directors);
- team-building and management training specialists in private, public and not-for-profit settings;
- specialists with national and international development programs, aid agencies and refugee support and trauma-relief programs.

Given the wide-range of possible employment opportunities, the entrepreneurial attitude of applied theatre practitioners and the newly-fledged nature of the discipline it is difficult to offer precise indicators as to the future demand for graduates.

What can be claimed with accuracy however is that in Canada the arts and culture sector employs as many people as the combined sectors of agriculture, forestry, fishing, mining, oil, gas and utilities. According to *Statistics Canada*, in 2003-4 (the last year for which comprehensive arts statistics have been published), with an investment of \$7.7 billion from three levels of government, the arts and culture sector directly employed 600,000 people and generated \$40 billion for the Canadian economy. A return on investment of more than 500% of which approximately 25% of this gain goes directly back to tax revenue and which is more than the initial Government investment.ⁱ

Employment figures for Canada as compiled by the Government agency *Statistics Canada (StatCan)* do not offer detailed figures for either theatre workers in general or applied theatre workers in particular. As is the case in many other countries, the data for theatre are subsumed within broader categoriesⁱⁱ and it is therefore not generally possible to mine these employment figures to obtain specific information on theatre employment trends or indeed to determine growth or decline in employment opportunities since these are not disaggregated. However, *StatCan* does offer indicators within broader categories of employment, so that within 'Information, culture and recreation' we are provided with statistics which indicate a growth in employment between 2008 and 2012 from 758,400 to 790,400.ⁱⁱⁱ And statistics for

British Columbia specifically in the category, ‘Performing Arts, Spectator Sports and Related Industries’ give an increase in employment from 2006 to 2010 of 10,800 employees.

However, it can also be argued that international trends in cultural activity quickly cross frontiers and that these trends will have their own inevitable impact on the creative industries^{iv} in Canada.

Worldwide, the creative industries are growing faster than other economic sectors, reflecting the changes in today’s wealth-generating economies. Creative industries are a growing source of direct exports, e.g. film, TV, etc. They also contribute to the competitiveness of other industries, as a component of many modern commercial and consumer products. Creative industries have grown dramatically in Canada, Australia, the United Kingdom, Denmark, the United States, Singapore, Hong Kong, and New Zealand.

The most detailed source of information available internationally on job trends and statistics - albeit in the context of the United States - is the *Bureau of Labor Statistics (BLS)* which provides some useful figures for growth. Thus in the area of ‘Actors, Producers, and Directors’, *BLS* gives a projected increase in acting jobs between 2008 and 2018 of 13% - translating into some 7,200 additional employees.^v

Occupational Title	SOC Code	Employment 2008	Projected Employment 2018	Change, 2008-18	
				Number	Percent
Actors, producers, and directors	27-2010	155,100	172,000	16,900	11
Actors	27-2011	56,500	63,700	7,200	13
Producers and directors	27-2012	98,600	108,300	9,700	10

The *BLS* also indicates a growth in the area of the Performing Arts as a whole of some 11% during the 2006-16 decade. This expansion is accounted for, to a large degree, by growth in cable and satellite television operations which it is predicted will lead to increasing production and distribution of major studio and independent films, which should create more employment opportunities for actors, producers, and directors. Also fuelling job growth is the continued development of interactive media, direct-for-web movies, and mobile content, produced for cell phones or other portable electronic devices.^{vi} Similarly, the job search engine *SimplyHired* which searches thousands of sites and millions of jobs for its information identifies the fact that there has been a 29% increase from 2008 to date in Arts and Entertainment jobs nationwide in the US.^{vii}

Likewise, in the European Union (EU) an economic and political union of 28 member states,^{viii} EU employment data about theatre is subsumed within the *European Labour Force Survey (ELFS)* under cultural employment which encompasses both arts occupations and any employment in the cultural sectors of the economy. Furthermore, the range of cultural employment is, for historical reasons, differently defined in different countries, and thus no agreed framework for the collection of statistics across Europe presently exists. However, EU research indicates that the Cultural and Creative sector's growth in 1999-2003 was 12.3% higher than the growth of the general EU economy. In 2004 **5.8 million people** worked in the sector, equivalent to 3.1% of the total employed population in EU25. Total employment in the EU decreased in 2002-2004, but against this trend, employment in the sector increased (+1.85%).^{ix}

Public Policy Initiatives

Against this general pattern of increasing employment, the creative and cultural industries are now a recognised focus for both policy development and investment on the international stage. Despite world recession, on June 26, 2009, the Hon. James Moore, Minister of Canadian Heritage and Official Languages, announced funding plans for the arts in Canada which would see the *Canada Cultural Spaces Fund (CCSF)* – previously the *Cultural Spaces Canada Program*) keep its funding at the current level for fiscal years 2011-2015 and that, as part of the Government's Economic Action Plan 2009, an additional \$60 million over 2 years was announced to stimulate the economy by investing in cultural infrastructure through the *CCSF*.^x Within this commitment specific funds are targeted towards theatre and community projects so that the *Canada Council for the Arts* funds an *Artists and Community Collaboration Program (ACCP)* to support diverse artistic activities that bring together professional theatre artists and the broader community in a creative and collaborative relationship.

Elsewhere in the northern hemisphere for example in the UK,^{xi} where the *Department for Culture Media and Sport (DCMS)* has identified a departmental strategic objectives framework towards realising the UK's creative potential^{xiii} and, considering the wider European picture in the EU, we see that EU policy foregrounds the cultural dimension in all its activities so that culture is a significant component in plans for regional development, employment policies, strategies for the exploitation of new technologies, improvement of the quality of life and so forth.

Of the two PhD students who have graduated, one has run the Standardized Patient Program for the IMP and is currently a new faculty member in Applied Theatre at Brock University, and the other has also taught as a sessional instructor and is a community artist who has just completed a large-scale community project, entitled *From the Heart*.

Of the nine MA students who have graduated since 2007, four have gone on to undertake PhD study (three at UVic and one at Glasgow University in the UK); one has been working at the Native Friendship Centre and running an actor's agency for local community performance projects; one works as a teacher of English as a Second Language; one is a historical interpreter at the Barkerville historic site and also runs the Parliamentary Players' summer program; one works as a sessional instructor in the Theatre Department; and the other works in the International Office at UVic.

All the above evidence suggests that cultural workers such as applied theatre practitioners are, in many cases, better placed to gain suitable employment than workers in other sectors. This proposal therefore sits within this global context.

4. ADMISSION REQUIREMENTS

The Theatre graduate program seeks to recruit the most able and best-qualified students available. Its primary concern is to discern each candidate's potential to meet the demands of the program and to achieve the necessary standard upon completion. In consequence, the criteria used during the selection process are designed to satisfy the Department of Theatre that the candidate:

- shows clear evidence of the abilities required for successful completion of the program;
- displays the intellectual, creative and practical skills necessary to succeed on a postgraduate degree level programme; and
- demonstrates the personal qualities necessary to complete the program.

Applicants will be graduates who have already undertaken extensive study in the field of Applied Theatre, or an allied discipline, holding an undergraduate degree with a grade point average of 7.0, or its overseas equivalent.

All candidates will be required to provide a full *curriculum vitae* describing former studies and relevant work experience. Additionally, all candidates should provide a clear statement of intent in which they describe their interests and aspirations in the field, including any special areas of interest, as these relate to the specifics of the program.

There will be a single entry point in the fall term of each year.

5. AREAS OF SPECIALIZATION

2005 saw the appointment of the first University Scholar in Applied Theatre, Dr Warwick Dobson. Since then undergraduate numbers in the Applied Theatre specialization have risen to over eighty; and the graduate students have been admitted under the university's Special Arrangement procedures. As noted in section 3.2, the second appointment of an Assistant Professor in Applied Theatre is now a reality.

Dr Warwick Dobson has been teaching THEA 512 (Directing) and a THEA 590 (Research Methods in Applied Theatre), as well as supervising a number of other THEA 590 (Directed Studies) projects. Dr Jennifer Wise teaches THEA 500 (Methods and Materials of Theatre Research) which is a required course for all graduate students in the Theatre Department. Dr Allana Lindgren teaches THEA 504 (Oral History and Performance). Dr Kirsten Sadeghi-Yekta will also be teaching THEA 535 (Research Methods in Applied Theatre), as well as supervising several other THEA 590 (Directed Studies) projects.

In addition to Dr Dobson, the following theatre faculty have served on Applied Theatre graduate committees: Professor Mary Kerr; Dr Allana Lindgren; Emeritus Professor Juliana Saxton; Dr Tony Vickery; and Dr Jennifer Wise.

Drs Lindgren, Vickery and Wise also have responsibilities on the graduate programs in Theatre History; but there is no potential overlap with those faculty members supervising MFA graduates in Design and Directing.

Outside of the Theatre Department, the following faculty members have served as co-supervisors and/or committee members: Dr Darlene Clover (Department of Educational Psychology and Leadership Studies); Dr Michael Hayes (School of Public Health and Social Policy); Dr Pamela Moss (Faculty of Human and Social Development); Dr Monica Prendergast (Department of Curriculum and Instruction); Dr Honoré France (Department of Educational Psychology and Leadership Studies); Dr Dan Russek (Department of Hispanic and Italian Studies); Dr Duncan Taylor (School of Environmental Studies); Dr Holly Tuokko (Centre on Aging); Dr. Wendy Wickwire (School of Environmental Studies); and Dr James Young (Department of Philosophy).

6. CURRICULUM DESIGN

6.1 Schedule of course delivery

Students are expected to complete 9 units (taught courses) during Year One of the program, and six further units in Year Two.

In Year One, Theatre graduates would be required to complete two core courses: THEA 500 Methods and Materials of Theatre Research and THEA 535 Research Methods in Applied Theatre course (currently offered as a THEA 590 course). In addition they may choose two or three courses from: THEA 504 Oral History and Performance; THEA 512 Directing; and THEA 515 Seminar in Directing. Graduates will be encouraged to take one elective course outside of the Theatre Department.

In Year Two, graduates may opt to: either write an MA Thesis THEA 599 (6 units); or, write an MA Essay THEA 598 (4.5 units) and associated Practical Project (currently designated as a THEA 590 Directed Study 1.5 units).

6.2 *Delivery methods*

The Programme's learning and teaching strategy is aligned with UVic's Mission.

"The University of Victoria enriches its students and society by creating knowledge, fostering academic and experiential learning and serving communities in British Columbia, in Canada and around the world. We build on the strength and diversity of our people – students, faculty, staff and alumni – to strengthen our position among the best universities in Canada and the world, recognized for excellence in teaching, learning, research, artistic creativity, professional practice and service to the community"

A Vision for the Future – Building on Excellence (2012) (p. 6)

Fundamental to this proposal is recognition that Applied Theatre is a practice-based discipline. In light of this principle, the program seeks to develop reflective theatre practitioners through the creation of a culture of independent learning and sustained critical reflection, consistent with Master's-level study. Methods will be necessarily intensive, rigorous and challenging with an expectation of considerable autonomy in learning. The delivery methods of the program reflect a continuing balance of theory and practice in the learning outcomes, although it is recognized in the concept of praxis that these are not discrete activities. These methods are designed to build upon the diverse experiences which individuals bring to the program; and necessarily acknowledge that applied theatre practice is value-driven; and that participants should therefore be open to exploring their own values as theatre professionals, as well as their knowledge, in order to develop further their own understandings and practice. The interaction between the personal context of an individual's practice and the public context of theory and debate makes possible the development of praxis. However, although the concept of praxis is a compelling refutation of the false dichotomy between theory and practice, in order for this to develop there needs to be an appropriate shared context for informed critical debate to take place. To enhance this potential, informal peer-learning groups will meet on an occasional basis, to facilitate a rich and varied cross-fertilisation of experience.

In general terms, the program will be taught through lectures, practical workshops, student presentations, student self-directed learning and individual tutorials relating to practical research projects and written work selected by the individual student and undertaken with staff supervision and support.

Core courses will be taught through lectures and group workshops throughout the program. In addition, students will undertake guided independent study and practical explorations throughout, tailoring their existing knowledge to program content.

Elective modules are designed to enable the student to deepen their knowledge through the study and application of selected aspects and approaches in, for example,

education, sociology, psychology, social policy, indigenous studies, and women's studies. Previous graduate students have found the following courses to be complementary to their studies in Applied Theatre:

- ED-D 414: Group Processes;
- ED-D 417: Effective Interpersonal Communication;
- ED-D 519N: Diversity, Culture and Counseling;
- EDCI 533: Theory and Practice in Curriculum Design and Change;
- EDCI 590: Earthsongs: Teaching and Learning in an Indigenous World;
- DR 502: Conflict, Culture and Diversity;
- SPP 516: Research Methodologies for the Social Sciences;
- SPP 519: Theory for Policy and Practice;
- SPP 560: Communities, Politics and Social Change.

Students will demonstrate that they have successfully followed the pathway of their learning through synthesizing appropriate elements of study drawn from earlier courses and applying these in the grounded practical and theoretical exploration of issues in a suitable community context. In consultation with their supervisor and committee members, students will choose the subject matter, context and structure of the final 6.0 units of the program, i.e. either THEA 599 or THEA 598, plus associated practical project.

6.3 *Linkages between the learning outcomes and the curriculum design*

The curriculum design of the program relates to the learning outcomes appropriate for work undertaken at graduate level. It does this through the integration of theory and practice in all courses. Students will be expected to make best use of their experience, and to critically reflect on their knowledge, understandings and practice, in common with other students and faculty. They will be expected to become familiar with an extensive body of knowledge, and to apply it to an Applied Theatre context, functioning as self-reflective practitioners.

The program structure attempts to recognise and value the diversity of learning needs and experiences that typically exists amongst the participants in an MA program. This is consequently reflected in the level of student choice.

The program will utilize formative and summative assessment modes. Formative assessment will underpin the projects assigned in the Facilitation in Applied Theatre Settings course; in the seminar presentations required in the Research Methods in Applied Theatre; and in the practical project (THEA 590) that accompanies the MA Essay (THEA 598). Summative assessment is supported by the student's submission of work in an evaluative response to practice undertaken which can improve the student's final mark, for example: in a directing project in THEA 512.

Students' communication skills will be tested in a variety of contexts, and the program design offers courses which demand high level skills in both written and oral communication, particularly in students' ability to articulate precise, detailed and complex arguments.

Some courses, such as the Research Methods in Applied Theatre, will require seminar presentations while the more standard, written academic assignment will be required in the Methods and Materials of Theatre Research course (THEA 500).

The choice of either the formal thesis (THEA 599) or MA essay (THEA 598) and associated practical project marks the final stage of students' intellectual development as Masters students. This choice provides the challenge to apply and consolidate knowledge, understanding and techniques acquired previously within a self-directed study, offering the freedom to employ their skills in an independent and intensive piece of work.

6.4 *Use and purpose of practica, Co-op, or work terms*

For those students who choose to write the MA Essay (THEA 598), it is a requirement that they also undertake an associated practical project which provides an opportunity to explore a variety of approaches to applied theatre work, either as facilitators or as deviser/directors. It is expected that the essay will set out the parameters of the project that is to be conducted, and will critically evaluate the efficacy of the methods employed.

The department already has well-established links with local and provincial arts and community organizations and agencies. The following have all already hosted special arrangements Applied Theatre students, or have indicated a willingness to do so: *Families Organized for Recognition and Care Equality (The FORCE)*; *Vancouver Island Health Authority (VIHA)*, *Victoria Immigrant and Refugee Centre (VIRC)*; *Victoria's Intercultural Association (ICA)*; the *Royal BC Museum*; the *Native Friendship Centre*; *New Horizons* and *Silver Threads* networks of Seniors Centres; *Oak Bay Lodge*; *Berwick House*; a number of elementary, middle and high schools throughout Victoria and Saanich, etc.

6.5 *Residency requirements and anticipated times to completion*

It is expected that all students will be resident in Greater Victoria for the first year of the program.

Graduates will normally complete the program within two years (5 or 6 semesters) of the start date.

6.6 *Policies on student evaluation and oral examinations (required for both THEA 599 and THEA 598)*

All graduate work will be assessed following the regular Department of Theatre and Faculty of Graduate Studies marking grids for assignments. The major writing project and oral exam will be assessed on a Pass/Fail basis.

7. ENROLMENT PLAN FOR THE LENGTH OF THE PROGRAM

To date, eleven candidates have successfully completed the Masters program under the Special Arrangement protocols (between the Fall of 2008 and the Fall of 2014). Three PhD candidates have completed, one in the Summer of 2011, one in the Winter of 2012, and a third in the fall of 2014. Three MA students completed their degree in August 2014. Currently, there is one Master student registered; five students are on a wait-list; and three PhD students, two of whom have successfully completed their candidacy exams, and one who is embarking on the second year of her programme.

The anticipated annual intake is between 6 and 8 students. Within the course of an academic year, the department currently receives enquiries from between five and eight potential Applied Theatre graduate students. Since Professor Dobson is currently on administrative leave, the next intake is September 2015, and five students are already on a wait-list for entry at that point. Enquiries are, for the most part, unsolicited; and, with the benefit of focused, strategic enrolment advertising, the department anticipates that this target will easily be met.

Year of entry	MA Student numbers	PhD Student numbers	Graduated
2006	3	2	Nil
2007	5	2	Nil
2008	5	2	1
2009	4	2	2
2010	4	2	1
2011	4	2	2
2012	8	2	2
2013	8	3	2

8. PLANS FOR ONGOING PROGRAM ASSESSMENT AND FOR EVALUATION OF GRADUATE STUDENT SUPERVISION

At the end of each course, students will fill out the standard university evaluation forms. In addition, they will meet regularly with their supervisor to discuss their progress. Any problematic features of the program will be addressed, and solutions facilitated where difficulties arise. When appropriate, the Graduate Advisor will meet with graduate students and their supervisors to discuss individual progress.

The Chair will meet with the departmental graduate committee annually to consider admissions; to review program requirements, curriculum and calendar changes; and to assess the progress of students and the quality of the supervision offered by faculty. The graduate program will be regularly reviewed as part of the normal external review process.

9. RELATED PROGRAMS IN OTHER BC POST-SECONDARY INSTITUTIONS

At the present time, there are no graduate programs with an Applied Theatre focus elsewhere in BC. In Quebec, Concordia University offers a graduate programme in

Applied Theatre, but its focus is much narrower than the proposed Uvic programme. There are no other graduate programmes in Applied Theatre in Canada.

The University of British Columbia (UBC) has an MA in Theatre, and MFA programs in design and directing, none of which align with the current proposal.

UBC, Vancouver Island University (VIU), Royal Roads University and Simon Fraser University (SFU) all have extensive post-graduate programs in the field of education, but none of these have any direct relationship to the broader field of applied theatre.

ⁱ <http://greenparty.ca/en/policy/artsandculture#SocialWellBeing> (accessed 09/08/2013)

ⁱⁱ Generally according to the NAICS – North American Industry Classification System (accessed 09/08/2013)

ⁱⁱⁱ <http://www40.statcan.ca/101/cst01/econ40-eng.htm> (accessed 09/08/2013)

^{iv} Creative industries can be defined as “a cluster of those industries which have their origin in individual creativity, skill and talent and which have potential for wealth and job creation through the generation and exploitation of intellectual property” (http://en.wikipedia.org/wiki/Creative_industries, accessed, 09/08/2013). Creative industries operate within a synergy of arts ideas, business and technology. They leverage on the multi-dimensional creativity of individuals – artistic creativity, entrepreneurship and technological innovation, to continuously create new economic value.

Characteristically, creative industries:

- offer a unique product or service based on intellectual property;
- depend on the creative skills, talent and knowledge of the employees and harness local skills and networks in new and emerging sectors;
- strike a balance between creative, business and technical skills;
- are great potential exporters; driving growth and development in every economic sector with new skills and tools, or products and services.

^v http://www.bls.gov/oco/ocos093.htm#projections_data (accessed 09/08/2013)

^{vi} It should be noted that overall the technological drivers of the performing arts sector relate in particular to digitalization and the multimedia potential of the Internet. These drivers affect the production and storage of content, the marketing and publicity of it and the distribution channels to the audience. Thus, they shape the nature of performance and the possibilities open to performers.

^{vii} <http://www.simplyhired.com/a/jobtrends/trend/q-arts+entertainment>

^{viii} Culture is generally seen as having a strong political profile within the EU. One of the EU’s flagship initiatives, the *Culture* program, is now well-established and in its present form, it runs from 2007 to 2013 with a total budget for the period of around €400 million. It covers all non-audiovisual cultural activities. The specific objectives of the current *Culture* program are to:

-
- promote the awareness and the preservation of cultural items of European significance;
 - promote the transnational mobility of those working in the cultural sector;
 - encourage the transnational circulation of works and cultural and artistic products;
 - stimulate intercultural dialogue.

^{ix} KEA European Affairs (2006) Study on the economy of culture in Europe.

(www.ifacca.org/publications/2006/.../the-economy-of-culture-in-europe (accessed 09/08/2013))

^x <http://www.pch.gc.ca/eng/1267728945673> (accessed 09/08/2013)

^{xi} For example DCMS will aim to widen opportunities for all to participate in cultural and sporting activities. This will include a focus on children and young people to ensure that they have the opportunity to participate in high quality cultural and sporting activities. <http://www.culture.gov.uk> (accessed 09/08/2013)

^{xii} Countries like the Canada, the USA and the UK have been taking advantage of performing arts as a tool that promotes other sectors of their economies and lifestyles of their people. The main reason for this success is the ample support these countries' governments give to the industry through the various programs in place. (International Forum on the Creative Economy Ottawa/Gatineau, Canada, March 17—18, 2008)



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

FOR DECISION

November 12, 2015

To: Operations and Facilities Committee

From: Valerie S. Kuehne
Vice-President Academic and Provost

A handwritten signature in blue ink that reads "Valerie S. Kuehne".

cc: President and Vice-Chancellor

Meeting Date: November 30, 2015

Subject: Proposal for MA in Public History

Basis for Jurisdiction: University Act, Section 27 (i)
Senate Committee on Planning terms of reference
Senate

Strategic Relevance: As articulated in the University's Mission Statement, experiential learning and community engagement are core UVic values. The program will attract students of the highest calibre, maintain our outstanding teaching standard while responding to developments in the field and student demand, engage students in applied research, offer blended delivery methods, encourage public and community engagement, offer both a local and internationalized curriculum and support lifelong learning (see objectives 4, 12-15, 18, 19, 20, 24, and 31 in the strategic plan). The MA in public history will enhance the contribution of the History Department and the Faculty of Humanities to the core mandate of the University by training students in applied, community based settings, without sacrificing

academic rigor. Public History is the “applied” arm of the field of history; the proposed program would prepare students for a range of public history careers.

Previous Consultation: At its meeting on September 10, 2015, Senate Committee on Planning approved the attached proposal for review by Senate.

At its meeting on October 2, 2015, Senate recommended that the Board of Governors approve the attached proposal.

Recommendation:

THAT the Operations and Facilities Committee recommend to the Board of Governors that the Board of Governors approve the Proposal for an MA in Public History. Once the Board of Governors have approved the proposal, the proposal must be posted on the Ministry of Advanced Education website for peer review for a period of 30 days.

Background:

Resource Plan for University of Victoria, Board of Governors

1. Overview/nature of the academic program

We aim to create a small (6-8 students/annum), elite graduate program in public history. This “hands on” and academically rigorous program will be offered by History in collaboration with the Cultural Resource Management Program of the Division of Continuing Studies to prepare students for careers in the public applications of historical training and for further graduate study.

The proposed MA program in Public History reflects the History Department's longstanding commitment to graduate training while also responding to student demand for directly employable skills, our strategic location, and the University's broader commitment to community engagement and experiential learning. Public History is the “applied” arm of our field; our proposed program would prepare students for a range of public history careers. Graduates of our program would be equipped to apply rigorous academic training in the many settings where members of the public encounter their pasts.

2. Alignment with the university's mission and strategic plan

As articulated in the University's Mission Statement, experiential learning and community engagement are core UVic values. The program will attract students of the highest calibre, maintain our outstanding teaching standard while responding to developments in the field and student demand, engage students in applied research, offer blended delivery methods, encourage public and community engagement, offer both a local and internationalized curriculum and support lifelong learning (see objectives 4, 12-15, 18, 19, 20, 24, and 31 in the strategic plan). The MA in public history will enhance the contribution of the History Department and the Faculty of Humanities to the core mandate of the University by training students in applied, community based settings, without sacrificing academic rigor.

3. Senate/academic considerations

This program will require that students take a number of existing Graduate History courses, as well as two Cultural Heritage Studies courses offered by the Cultural Resource Management Program. This program is

therefore not offering new courses that will require Senate approval. The program includes both a practicum component and a public history major research project that have not been offered previously through the History graduate program. Because of the differences in program focus and delivery, the program as a whole sought Senate approval. Requirements for the program fit within normal academic expectations for graduate students in History and the Cultural Resource Management Program.

4. Demand and availability

Our program will be the first of its kind west of Ontario (there are currently programs at Carleton and Western University). It will fill a void in western Canada and bring the distinctive perspectives of this region into the study of public history in Canada. Unlike programs of Library and Archival Sciences (in which the University of British Columbia has an important program) our program would be distinctive in providing advanced study within the historical discipline, and therefore skills essential to public engagement with the past. Other B.C. History departments and employers in the field (including the Royal BC Museum) support the program and have articulated a need for historians trained for public practice. Students are eager for this opportunity: although a program does not yet exist, the current Public History class has for the last three years been the History department's best-enrolled graduate seminar, apart from our mandatory historiography class. Graduates from this course have been very successful in finding employment in the public history field.

5. Resource implications (including resource plan, revenue and expenditure implications)

We are not requesting additional resources for this program. Despite the addition of the Public History MA, the department will remain within its maximum graduate enrolment targets (25 students admitted per year, including the 6-8 for Public History). As such, the program can run with the resources (faculty and staff) of our existing graduate program. The Cultural Resource Management Program has agreed to provide support in placing Public History MA students who do not receive co-op placements in either paid internships (where available) or unpaid practicums through their existing practicum placement program.

The future income potential for students in this program does not justify a differential fee, but the Public History MA would be likely to generate additional revenue for the university because our experience thus far suggests that many students interested in Public History are also interested in the Graduate Professional Certificate in Cultural Heritage Studies (GPC). Our Public History MA would further incentivize and institutionalize this synergy, encouraging students to complete academic training in the History Department in addition to the applied professional training of the GPC. This collaboration will enhance student training and marketability, support the GPC program, and increase revenue.

6. Other relevant factors (including impact and outcomes)

We propose to establish one of the nation's leading programs for the training of public historians. Public history is a crucial facet of a healthy society and democracy. History grounds current practice in reflection on who we are and where we have come from. A society that has confronted the failures of the past, and that understands its successes, is better equipped to meet the challenges of the future. The importance of history is well recognized by the public: millions stream annually to historical sites and institutions in Canada and British Columbia, historical films and fiction enjoy unabated popularity, and history is recognized by the government as a cornerstone of democratic citizenship. The University of Victoria is well positioned, with this proposal, to be a key site in the training of the nation's public historians and hence a

vital institution in forging Canada's relation with its past.

Attachment(s): Proposal for MA in Public History submitted to Senate October 2, 2015.



University
of Victoria

Associate Vice-President Academic Planning

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MEMO

Date: September 16, 2015
To: The Secretary of the Senate
From: Dr. Catherine Mateer, Chair, Senate Committee on Planning
Re: **Proposal for MA in Public History**

At its meeting of 10 September 2015, the Senate Committee on Planning discussed and approved the request for an MA in Public History. The following motion is recommended:

That Senate approve and recommend to the Board of Governors that it also approve, subject to funding, the establishment of MA in Public History, as described in the document "Public History MA Proposal", dated May 27, 2015, and that this approval be withdrawn if the program should not be offered within five years of the granting of approval. Once Senate and the Board of Governors have approved the proposal, the proposal must be posted on the Ministry of Advanced Education website for peer review for a period of 30 days.

:mam

Committee Membership:

Dr. Catherine Mateer, Chair
Ms. Lauren Charlton
Dr. Stan Dosso
Mr. Alexander Kovalchuk
Dr. Reuven Gordon
Ms. Carrie Andersen
Dr. David Castle
Dr. Maureen MacDonald
Dr. Jason Colby
Dr. Merwan Engineer
Dr. Patrick Nahirney
Ms. Jessica Gelowsky, Secretary

Dr. Valerie S. Kuehne
Dr. Sang Nam
Dr. Catherine McGregor
Dr. Victoria Wyatt
Dr. Anne Bruce
Dr. Ann Stahl
Mr. Philip Schrod
Dr. Andrea Giles
Dr. Stephen Evans
Ms. Gillian Calder
Dr. Ralf St. Clair

Senate Committee on Planning

Title of proposal:	MA in Public History
Contact Name and Number:	Jordan Stanger-Ross jstross@uvic.ca 250-721-7283 Lynne Marks lsmarks@uvic.ca 250-721-7392
Date approved by Department:	December 10, 2014
Date approved by Faculty:	March 24, 2015
Date approved by Graduate Studies:	April 16, 2015
Date submitted:	April 20, 2015

Public History MA Proposal

Executive Summary

1. Our history, mission, and academic goals:

Our MA program, founded in the late 1960s, remains a key source of pride and inspiration in the department. It exemplifies our larger commitment to the principles of a Humanities education: seminar style discussion and debate, deep reading, individual supervision, and the creation of powerful new analyses of social, political, and cultural life. We believe that the study of history is crucial to a healthy society. History gives us the tools to reflect on who we are, where we have come from, and the full reservoir of ideas from the past to draw upon as we consider where we might go. A society that has confronted the failures of the past, and that understands its successes, is better equipped to meet the challenges of the future.

The proposed MA program in Public History reflects these longstanding values while also responding to student demand for directly employable skills, our strategic location, and the University's broader commitment to community engagement and experiential learning. Public History is the "applied" arm of our field; our proposed program would prepare students for a range of public history careers. Graduates of our program would be equipped to apply rigorous academic training in the many settings where members of the public encounter their pasts. Students are eager for this opportunity: although a program does not yet exist, the current Public History class has for the last three years been our best-enrolled graduate seminar, apart from our mandatory historiography class. Graduates from this course have been very successful in finding employment in the public history field. Our location in the provincial capital places us in an especially advantageous position to establish a graduate program in Public History. The proposed Public History MA program aligns with the University of Victoria's 2012 Strategic Plan to expand student opportunities for experiential learning and community engagement and to be internationally competitive in our graduate programs.

2. Credential to be Awarded:

Master of Arts.

3. Location:

We propose an integrated approach to program delivery, including on-site classes in the History Department, distance learning through the Cultural Resource Management Graduate Certificate Program, and applied internships in public history institutions in Victoria and elsewhere in British Columbia, across Canada and internationally. Students may also participate in one of three field schools which take place in First Nations communities in the Lower Mainland, Europe or South Africa, respectively.

4. Academic Units:

The proposed program is in the History Department, with the collaboration of Continuing Studies (Cultural Resource Management) and the degree is offered by the Faculty of Graduate Studies.

5. Anticipated Start Date:

September 2016.

6. Anticipated Completion Time:

Four semesters (16 months).

7. Description of Proposed Program:

a. Aims, goals and objectives: We aim to create a small (6-8 students/annum), elite graduate program in public history, the first of its kind west of Ontario. This “hands on” and academically rigorous program will prepare students for careers in the public applications of historical training and for further graduate study.

b. Anticipated contribution to the mandate and strategic plan of UVic: As articulated in the University’s Mission Statement, experiential learning and community engagement are core UVic values. The program will attract students of the highest calibre, maintain our outstanding teaching standard while responding to developments in the field and student demand, engage students in applied research, offer blended delivery methods, encourage public and community engagement, offer both a local and internationalized curriculum and support lifelong learning (see objectives 4, 12-15, 18, 19, 20, 24, and 31 in the strategic plan). The MA in public history will enhance the contribution of the History Department and the Faculty of Humanities to the core mandate of the University by training students in applied, community based settings, without sacrificing academic rigor.

c. Linkages between learning outcomes and curriculum demand: Our program will require students to take preexisting traditional academic courses offered within our current graduate program as well as new courses that emphasize group work, applied skills, and community-based assignments. A blend of courses in the History Department, taught by leading scholars, and courses offered by Cultural Resource Management, taught by world-class professionals, will provide students with a solid grounding in major themes, theories, and methods in both the academic historical discipline and the practice of public historical work. In addition, the co-op, practicum, or internship placement will provide intensive “hands on” learning. The result will be students uniquely qualified for professional work in public history as well as for continued graduate study.

d. Areas of employment and further study: Graduates of our program will find employment in heritage sites and museums, urban heritage planning, Indigenous land title research, public programming, digital history, and professions in popular media and the publishing industry. Our graduates will also be fully qualified to continue to study history (in programs emphasizing public or academic streams) at the PhD level.

e. Delivery Methods: The program will take a blended delivery method, including on-site courses, distance learning, and internship/co-op placements.

f. Program strengths: The core strengths of our program are faculty expertise in various fields of public and digital history as well as faculty and University commitment to public engagement. The program also draws upon the proven track record of two successful programs—the MA in History and the high calibre professional training offered through the existing Cultural Resource Management program in Continuing Education. Additional strengths include our location near the RBC Museum, which has an MOU with the university and considerable interest in providing practicums and longer term

employment for our students, student demand for the program, and the lack of comparable programs in western Canada.

g. Overview of the level of support from other post-secondary institutions and other bodies: Our program proposal has received the explicit, written support of the History departments at Kwantlen Polytechnic University, Simon Fraser University, Thompson Rivers University, the University of British Columbia, the University of Northern British Columbia, and museum professionals at the Maritime Museum of British Columbia, the Nikkei National Museum, and the Royal British Columbia Museum. This support reflects the interests of students, who would apply to our program from peer institutions across the province and beyond, as well as the interest among employers in students trained in *both* the practical facets of public history and the scholarly study of the past.

h. Related programs: Our program will be the first of its kind west of Ontario (there are currently programs at Carleton and Western University). Ours would fill a void in western Canada and bring the distinctive perspectives of this region into the study of public history in Canada. Unlike programs of Library and Archival Sciences (in which the University of British Columbia has an important program) our program would be distinctive in providing advanced study within the historical discipline, and therefore skills essential to public engagement with the past.

University contact: Dr. Catherine Mateer, Associate Vice-President Academic Planning, 250-721-7012, avmateer@uvic.ca.

PUBLIC HISTORY M.A. DRAFT PROPOSAL

1. Program Identification

1. Name: Public History M.A.
2. Location: On campus at the University of Victoria
3. Academic Units: The Department of History, the Cultural Resource Management Program in the Division of Continuing Studies, the Faculty of Humanities, and the Faculty of Graduate Studies
4. Anticipated program start date: January 2016
5. Contact person: Dr. Jordan Stanger-Ross, Department of History, University of Victoria, 250-721-7283 jstross@uvic.ca

2. History and context of the program

The History Department is justifiably proud of our longstanding and successful M.A. program. In response to public and student interest in innovative and applied approaches to history, we are proposing to complement our existing offerings with a program in public history. This new program will take advantage of the emerging competencies of numerous faculty now working in the area, the strong community-based partnerships the department has developed, and the university's location in historic Victoria, the province's capital. The proposed M.A. program in public history, the first in western Canada, builds on the university's strategic plan and will strengthen the Faculty of Humanities' ties with communities locally and internationally. This new Public History M.A. program will complement our existing M.A. program, drawing on some common courses and will provide greater choice to both students and professionals considering a graduate degree.

Public history can be defined as the subfield of our discipline concerned with applications of history outside of teaching and the academy. It is the "applied" arm of our field and can include (but is not limited to), heritage and museum studies, urban heritage planning, Indigenous land title research, public memory and commemoration, public programming, oral history, digital history, historical fiction, history in the popular media, and community engagement. This Public History M.A. would include central components of experiential learning, and would directly prepare students for careers in the range of public history fields.

Continuing Studies has recently launched a Graduate Professional Certificate in Cultural Heritage Studies (GPC). This certificate provides students with more practical and "hands on" experience with important facets of public history, particularly cultural heritage stewardship and museum studies, as taught by practitioners in the field. We currently permit our M.A. students to take one course from the GPC in Cultural Heritage Studies for credit towards their MA degree. A number have chosen to do so, while some have chosen to do both our M.A. and the full GPC, hoping in this way to develop credentials that will make them more marketable within the field of public history. We have also recently launched graduate courses in Public History and Digital History, which are currently part of our regular M.A. stream. Interest in these courses, and the opportunity to link with the GPC in Cultural Heritage Studies has led us to propose this unique experiential public history M.A. program.

3. Program Aims and Objectives:

3.1 Distinctive Characteristics:

A Public History M.A. at UVIC would fill a void in western Canada. There are two other public history MA programs in English Canada, but both of them are in Ontario (Carleton and Western University, formerly the University of Western Ontario). Our program would be the only of its kind west of Ontario. UVic is strategically well situated for such a program: in addition to the expertise we have among our faculty, our location in the provincial capital positions us in proximity to the BC Archives and the Royal BC Museum, other significant museums, and at the centre of other historical processes (including land claims) that have connections with the records and activities of the provincial government. We also have a strong “Digital History” focus which will enrich our Public History offerings. In addition, the opportunity to integrate courses from the GPC in Cultural Heritage Studies into this M.A. program will provide students with experiential professional opportunities unique among Canadian public history programs. Each student will do a work-term, either paid through the Co-op program or through a practicum, and may elect to do this work with an employer anywhere in Canada or internationally.

Our vision is to create an outstanding public history program that would provide students with a history M.A. focused on the experiential learning, applied skills, and scholarly training that could either be targeted preparation for a position in the growing field of public history or to enrollment in a PhD program. The Public History M.A. will fulfill the needs of many institutions and communities to develop inclusive programs and to integrate complex historical experiences, including redress and reconciliation with Indigenous peoples and with other racialized groups that have faced racism and exclusion, into their work. Drawing on the strengths of the department in international history, digital history, Indigenous history, the history of racism and imperialism, commemoration and community-based research, the program would be developed in conjunction with community partners, including provincial and local museums, archives, and local cultural organizations. The international expertise of many of our faculty will also lead to partnerships and placements for our students with museums and other cultural institutions in a more global context. A top quality public history program would further elevate the status of the UVIC as a leading training-ground for historians in Canada, enhance community outreach, and diversify students’ learning experiences.

3.2 Anticipated contribution to UVic and Humanities strategic plans:

The Public History M.A. program will contribute directly to several key commitments in the University’s 2012 strategic plan, *A Vision for the Future*.

Objective 4: *To be nationally and internationally competitive in the recruitment and retention of graduate students of the highest calibre.* This applied program will be the only one in western Canada and one of three in the country and will (4.c) “provide training opportunities in ... research as well as in professional development.”

Objective 12: *To ensure that our undergraduate and graduate programs of teaching*

and learning are of the highest quality, responsive to intellectual developments and student needs, inclusive, and organized around best practices in teaching and learning. The program is responsive to changing intellectual developments and to student needs, and in its interdisciplinary collaboration with other UVic units (Continuing Studies) and with off-campus institutions (the RBC Museum and a range of smaller museums and heritage sites that will provide practicums or Co-op placements for our students) the program reflects current best practices in teaching and learning.

Objective 13: *To enhance the quality of our students' classroom experience and ensure that the strong research culture at the University of Victoria is brought into both the physical and the virtual classroom.* The program will provide the necessary training so that each student will produce a major research project.

Objective 14: *To be nationally and internationally competitive in the quality of our graduate program offerings in recognition of the growing need for highly educated graduates.* The program responds to the employment demand for highly qualified graduate students in the public history sector.

Objective 15: *To support a broad range of flexible course delivery options, including face-to face, blended and distributed learning as part of the UVic tradition and as a mechanism for increasing access to higher education.* The program includes a mix of face--to-face and distributed learning options.

Objective 18: *To increase co-op, internship and other experiential learning opportunities for UVic students.* Integral to the program is a work experience term which may be in the form of a co-op or work term, internship or practicum. Every student will have an experiential learning semester.

Objective 19: *To increase opportunities for civic engagement in teaching and learning activities for all students.* The program will work closely with local and national public history institutions like the Royal BC Museum, Maritime Museum of BC and the Canadian Museum of History to establish work experience opportunities that contribute to the mandate and work of these community and public organizations.

Objective 20: *To further enhance internationalization of the university through student and faculty recruitment and mobility, research partnerships, internationalization of the curriculum and experiential learning.* A number of the History Department faculty who will be involved in the proposed Public History program have considerable international expertise and connections, as do many of the Cultural Resource Management instructors. This program will thus provide a local, national and internationalized curriculum in Public History, as well as opportunities for Public History students to participate in international field schools and practicum placements.

Objective 24: *To support lifelong learning by increasing continuing education opportunities for on-campus and online adult and part-time learners.* One of our target markets is mid-career professionals and another is retired professionals with a public history project they would like to undertake.

Objective 31: *To develop effective relationships with the diverse constituencies that make up our local, regional, national and international communities.* The program already has the support from a wide range of regional and national organizations and cultural and educational institutions and will expand these connections as it develops. The international connections of many of the faculty who will be involved in the program will lead to partnerships and placements for our students in a global context.

The **Faculty of Humanities** strategic plan emphasizes connections with the community, “applied Humanities,” the enrichment of student experience, and the employability of our graduates. The Public History M.A. program will contribute to all of these goals.

Since the early 1990s the History Department has sought to maintain a first-rate graduate program offering both M.A. and PhD degrees. The proposed Public History MA will contribute to this goal by responding to changing student needs and interests, and by offering a program that is certain to attract students of high quality.

3.3 Target audience; student and labour market demand.

The program will target **excellent B.A. graduates** who seek a high-quality MA-level training in applied historical knowledge. Pilot courses have confirmed that student demand is strong. An undergraduate course on Public History, taught for the first time in 2013-14, attracted 32 students. The graduate Public History course taught in the same year attracted 11 students, the majority of our M.A. entering class. These enrolments were achieved even without the extensive advertising that would accompany a formal M.A. program in the field.

In addition, the program will be attractive to **many professionals** who are currently working in the field of public history. Many of these professionals who take the GPC in Cultural Heritage Studies have noted their desire to take an M.A. program in this field and the related field of public history. In addition, this program would be attractive to **community members** who have a long time interest and expertise in their own community/ethnic histories and seek an opportunity to produce a quality historical study of topics related to these communities.

Employment opportunities are relatively robust in this field. The public history programs at Carleton University and Western University report significant success in placing their graduates in jobs in the public or private sectors. Carleton states: “graduates of our program have found employment in a wide variety of museums, archives, and cultural institutions, while others have continued their academic studies at the Ph.D. level.” Western University states: “Our **alumni** have had widespread success in museum, archival, government, media, consulting, and educational careers across Canada, the United States, and the United Kingdom.” Since we would be the only Public History M.A. program west of Ontario, our graduates would be in a good position to apply for jobs in these areas in B.C. and elsewhere. Our contacts and partners (in particular Kathryn Bridge, Deputy Director, Royal BC Museum) have confirmed that there will be demand for the specific combination of skills provided by a Public History M.A., especially an M.A. that includes hands-on internship experience in addition to the academic credential. The fact that the two graduates of our MA program who took the

concurrent GPC certificate in 2013-14 were both hired by local museums before they graduated is also suggestive of the marketability of students who come through the new program.

4. Admission requirements

Admission to the department graduate program is subject to the admission requirements of the [Faculty of Graduate Studies](#). A minimum TOEFL (TWE included) score of 600 on the paper-based test is required of all international students whose first language is not English. Admission to the M.A. program normally requires a Bachelor's degree with a minimum average of A- (7.00 G.P.A.). A candidate with background deficiencies in history may be required to register for a year as an unclassified student before being admitted to the M.A. program. A candidate with significant experience in community-based or professional historical engagement may be considered for admission without meeting the full requirements indicated above. Students will normally be admitted for a September start date, but may be admitted in January, upon recommendation of the Graduate Committee.

5. Faculty Expertise

5.1 History Department Expertise

The following faculty members of the Department of History have significant expertise in a range of fields within public history:

Dr. Zhongping Chen: **Global Chinese Diaspora; Digital History; Community Engagement; Chinatowns**

Dr. Jason Colby: **Pacific Northwest and Marine Environmental History; Oral History; Community-Engaged Scholarship**

Dr. John Lutz: **Digital History; Community Engagement/Community Based Scholarship; Community Mapping; Indigenous History, B.C. and Canada**

Dr. Christine O'Bonsawin: **Community-Engaged Scholarship; Sports History; Indigenous History/Indigenous Studies, B.C. and Canada**

Dr. John Price: **Transpacific, Asian Canadian and Digital History; Community-Based projects with Asian-Canadian Communities and Local Museums and Archives**

Dr. Rick Rajala, **Environmental History and Public Policy**

Dr. Eric Sager: **Census Data and Public Policy; Family History and Family Policy; Digital History**

Dr. Kristin Semmens: **The Holocaust; German Tourism in the Nazi Era; Commemoration**

Dr. Jordan Stanger-Ross: **Community-Based partnerships with museums and cultural organizations; Race, Ethnicity and History of Immigration; Digital History**

Dr. Wendy Wickwire: **Oral History; Community-Engaged Scholarship; Indigenous History**

Dr. Elizabeth Vibert: **Community-Engaged/Community-Based Scholarship; Poverty, Gender and Southern Africa**

Dr. David Zimmerman: **Military History; History of Technology; Oral History; Community Outreach/Engagement**

All of these faculty members are able to supervise graduate students in various facets of the field of public history, in the Canadian and Pacific Northwest context, and also globally (particularly on topics related to Southern Africa, Asia and the Asian Diaspora, and Europe, particularly in relation to Germany in the Weimar and Nazi eras and later). Since the program will only admit a maximum of eight students a year, these faculty members will be able to supervise the major research papers of students in this program. Both these faculty members and most other History Department faculty members would be able to take on the responsibility to serve as second readers for major research papers for students in this program. The Department has adjunct professors at the Royal BC Museum (Drs. Kathryn Bridge and Lorne Hammond), both of whom have significant expertise in public history, who could serve as second readers for major research papers in the program. Since the number of students admitted in the proposed public history MA and our existing M.A. will not exceed a total of 25 students, which has been the maximum for our current M.A. program, this program will not create additional demands for graduate supervision of current faculty members.

5.2 Cultural Resource Management Program Expertise

The Cultural Resource Management Program has over 30-years of experience developing education and training programs in the areas of museum and heritage studies. Developed through the Division of Continuing Studies and working in partnership with the Department of Art History and Visual Studies, CRM courses are led by distinguished, internationally-recognized experts engaged in professional practice across Canada, North America, and beyond. These international experts hold advanced academic degrees in related disciplines and bring knowledge, skills and professional experience in their specialist areas, along with teaching experience, to their work with the program.

6. Curriculum design

6.1 Requirements for the Program: Students in the Public History M.A. program would take six courses, complete a work experience term, and a major project.

Courses:

- HSTR 500, the department's core historiography course, would normally be required.
- The graduate course in Public History, HSTR 515A would be required.
- Two regular graduate history courses, see list below. Field school courses, such as the Colonial Legacies Field School, the Sto:lo Field School and the I Witness Field School, can also fulfill the requirement for one of the two regular history courses. The latter courses have an experiential, public history research focus. For a list of course descriptions for the graduate history courses, including the field school courses, see Appendix G.

Regular Graduate History courses:

HSTR 501 Units: 1.5
American History

HSTR 502A Units: 1.5
Early Modern British History

HSTR 502B Units: 1.5
Modern British History

HSTR 503A Units: 1.5
19th Century Canadian History

HSTR 503B Units: 1.5
20th Century Canadian History

HSTR 504A Units: 1.5
Europe, 1500-1800

HSTR 504B Units: 1.5
Europe since 1800

HSTR 505 Units: 1.5
World History

HSTR 506 Units: 1.5
Medieval Europe

HSTR 508A Units: 1.5
China in Local and Global History

HSTR 508B Units: 1.5
A Global History of the Chinese Overseas

HSTR 509A Units: 1.5

Modern Japanese History

HSTR 509B Units: 1.5
Migration, Race and Empire: Canada and the Transpacific

HSTR 511 Units: 1.5
Military History

HSTR 512 Units: 1.5
Intellectual History

HSTR 513 Units: 1.5
History of Gender, Sexuality and the Body

HSTR 516 Units: 1.5
Digital History

HSTR 517 Units: 1.5
Cultural History and Theory

HSTR 518 Units: 1.5
Political History

HSTR 519 Units: 1.5
Special Topics

HSTR 521A Units: 1.5
Medieval Law and Administration

HSTR 521B Units: 1.5
British Legal History

HSTR 522 Units: 1.5
The Social History of Religion

HSTR 523 Units: 1.5
History of Science and Technology

HSTR 526 Units: 1.5
Ethnohistory

Field School courses

HSTR 528 - Field School in Ethnohistory (Sto:lo Field School)

HSTR 470 - Colonial Legacies Field School in South Africa (an enriched version can be taken as HSTR 591 for graduate student credit)

GMST 489 - I-Witness Field School (Holocaust and Memory, an enriched version can be taken as GER 591 for History graduate student credit)

- Two courses in the GPC in Cultural Heritage Studies – the core course CH560 Cultural Heritage Stewardship and Sustainability would be required and one of the following courses from either the Museum Studies or Heritage Planning stream:
- Museum Studies stream
CH 561 Social Engagement; CH 562 Curatorial Planning and Practice and CH 563 Visitor Experience
- Heritage Planning stream
CH 560 Cultural Heritage Stewardship and Sustainability; CH 570 Heritage Conservation in Context; CH 571 Determining Significance of Heritage Resources; CH 572 Heritage Conservation Planning

These courses are all taught by practitioners in the field of cultural heritage. For course descriptions and learning objectives for the GPC courses with course descriptions and detailed learning objectives for each course see Appendix G.

- Upon the approval of the graduate director one of the above courses (other than HSTR 500 or HSTR 515A, the Public History course) could be replaced by a language course, if necessary for the student's program, or a relevant graduate course in another department

Work Experience

Students will be required to complete work experience for course credit, normally over the summer, with a museum, archives, or other public history site. This could either be a paid full-time co-op position or "work experience" position, a paid internship or an unpaid practicum. While paid internships are desirable from several perspectives, the un-paid alternative ensures that a lack of relevant co-op positions is not a barrier to graduation and it allows students to work with smaller heritage organizations who do not have the resources to hire a co-op student. The co-op or "work experience" position would be administered by the UVic Co-op program, while both the paid internship and unpaid practicum-would normally be administered by the GPC in Cultural Heritage Studies, which already requires students to do a similar practicum.

Major Project:

Since the Public History M.A. is a research degree, students would also be required to do a major research project that would make an original contribution to knowledge in the field of public history. This would normally be a written major research paper of 40-50 pages on a public history topic, normally based on primary sources and ideally linked in some way to the focus of the internship or co-op placement (the topic may however not be linked to the internship/co-op, if the nature of the internship/co-op does not make that possible). A website, an exhibit, or other public history project, also based in primary sources, are acceptable alternatives to a major research paper, but those choosing to do such a project would also be required to submit a written paper related to the project of at least 20 pages documenting the research component of their project.

In addition to involving research in primary sources, the latter forms of public history projects (exhibits, websites, etc) would not only contribute to original knowledge in the field of public history, but would also provide students with important experience in concrete forms of knowledge mobilization, a key facet of current research practice.

Note: Students would also have the option of taking the full GPC in Cultural Heritage Studies, as well as the M.A. in Public History. These students would receive both credentials, and would have taken two of the GPC courses as part of the M.A. in Public History.

Units required for the program:

History 500	1.5 Units
History 515A	1.5 Units
Graduate History Course	1.5 Units
Graduate History Course (may be field school course)	1.5 Units
CH 560	1.5 Units
One additional GPC course	1.5 Units
Work Placement Term	3.0 Units
Major Research Paper/Project	4.5 Units
 Total Units	 15 Units

6.2. Delivery methods: Most Graduate History courses in this program will be offered on campus as regular 1.5 unit fall or winter courses, as is currently the practice. These courses are normally offered every year. Our field school courses are offered as 1.5 unit in the May-June term, partly on campus and partly off-campus, in the relevant locations (Sto:lō territory, South Africa, Europe). They are offered biennially. See appendix G for further details about these courses. Co-op terms, paid internships and unpaid practicums will be offered off campus at a range of museums and heritage sites, both in B.C. and in the rest of Canada. They may also be held overseas, if arrangements can be made with appropriate museums and other public history sites.

The courses offered through the GCP are offered through distance delivery. CH 560 Cultural Heritage Stewardship and Sustainability will run biennially allowing an opportunity for students in the Public History M.A. program to take the course in either the first or second year of the program (this course will run biennially in the Fall term).

At a minimum, the Division of Continuing Studies will run one course from the Museum studies stream (CH 561, 562, 563) and one course from the Heritage stream (CH 570, 571, 572) annually. Additional electives may also be made available

to students in the Public History M.A. program (and will run exclusively in the Fall and/or Winter terms).

Students can choose to take the Public History M.A. program either as full-time or part-time students – the latter option will be attractive to working professionals in the field.

6.3. Program Learning Outcomes:

Public History is a field that involves communicating the past to a non-academic audience and analyzing the applications and uses of history in the world outside of the university.

At the conclusion of an M.A. in Public History, students will have acquired the following general cognitive skills:

- Advanced critical reasoning;
- Advanced communications skills (written and oral);
- Advanced capacity to plan and complete projects, organize material, analyze original sources;
- Experience in gaining specialized professional knowledge and skills of one or more field within public history: Museum Studies; History and Public Policy; Redress and Reconciliation; Monuments and Memorialization; Archival and Information Sciences; Digital History; History and Popular Media; Heritage Conservation.

Linkages between the learning outcomes and curriculum design

Program Learning Outcomes:

Learning Outcomes	Curriculum Design
Students will gain an overview of the field of Public History, its major concepts, and its position within the wider discipline. Students will learn the importance of applying advanced historical training in employment settings outside of the university and/or build a foundation for doctoral study in the field of public history. They will gain crucial research skills as well as skills in critically analyzing interpretations of the past in public settings, including their political and social roles.	These issues will form the basis for the required Public History Core Seminar (HIST 519).
As a context for understanding Public History, students will explore the theoretical and historical foundations of the discipline of history as a form of knowledge and	These issues will be covered in the required historiographical seminar (HIST 500).

<p>representation. They will engage with recent debates in the philosophy of history, social and literary theory, historical logic and methodologies, the political and ethical meanings and implications of historical work, and the diversity of approaches to the past.</p>	
<p>Students will gain umbrella competencies for their practice of public history, including a framework for contextualizing past and present events and discipline specific skills for carrying out further primary and secondary research and applying best practices in public history.</p>	<p>These broad competencies will developed through taking two additional elective seminars in the Department of History and in the major paper.</p>
<p>Students will gain knowledge and practical management skills in a range of cultural heritage fields. They will both strengthen their understanding of public history and heighten their ability to integrate community engagement, cultural heritage conservation, and sustainable development.</p>	<p>These competencies will be developed in two Cultural Heritage Studies Courses, including the GPC Core Seminar (CH560), the work placement, and the major paper.</p>
<p>Students will gain hands-on experience in carrying-out public history projects and participating in public historical institutions. This will enhance their research and knowledge mobilization skills as well as skills in areas such as teamwork; planning discussions and decision making; and project budgeting, development, and promotion.</p>	<p>These competencies will be developed in the work placement and major paper as well as in the Public History Core Seminar and the Cultural Heritage Studies courses.</p>

6.4 Use of Practica, co-op or work terms

A practical experience in the field of Public History is a requirement to graduate from this program. This may take the form of a co-op placement, a paid work-term, or an unpaid practicum.

The program's goal is to prepare students for careers in the field of public history and so practical experience is not only a valuable and integral part of the program's pedagogy but also will assist students to find work after graduation. Our expectation is that some

students will find on-going work with the organizations where they do their practical training and others will be in a better competitive position in the job market if they are able to show practical work experience and professional outputs as a result of their placements.

Students will normally do their practical experience in the May-August term at the end of the first year of the program, although the timing can vary if an opportunity for work experience arises at a different part of their program.

Students may meet the practical experience requirement through:

1. A one semester co-op or work-term organized through the Cooperative Education and Career Services (CECS). CECS regularly posts a few positions every year in the field of public history and the staff in the Humanities, Fine Arts & Professional Writing Co-Op and Career Office will seek out more opportunities when the program is accepted. For example many co-op opportunities in this field exist in Ottawa and those postings would be sought and added to the current public history jobs. The Department Graduate Advisor will adjudicate whether particular co-op postings qualify.
2. Paid employment for a minimum of three months full time (or the equivalent) in a public history position. Students may seek out and suggest possible placements to the staff person overseeing practicums in the Cultural Resource Management Program, Division of Continuing Studies, who will co-ordinate all work placements for the M.A. program other than co-op placements.
3. Unpaid practicum equivalent to a half time position for three months. Students may seek out and suggest possible placements to the staff person overseeing practicums in the Cultural Resource Management Program, Division of Continuing Studies.
4. In the case of options 2 and 3 the History Department Graduate advisor will work with the CRM staff person to adjudicate whether particular paid or unpaid placements qualify.
5. Students who are currently working professionals in the field, or have extensive volunteer experience in the field, may be able to have the work experience requirement waived, at the discretion of the Department of History's Graduate Advisor.

A practical experience supervisor from the relevant agency will be designated in each of the placement situations in consultation with the respective agency.

6.5 Residency Requirements, Time to Completion

Students will have the option of taking the M.A. in Public History on its own or combine the degree with a Graduate Professional Certificate in Cultural Heritage Studies. For full-time students the normal time for completion for the M.A. program on its own will be 16 months. Normally, full-time students will take three courses in each of the fall and spring semesters, complete their work experience term over the summer, and complete their major research project by December of their second year. Depending on course availability students may be able to take one or two of the required two courses drawn from the Cultural Heritage Studies program over the May-August semesters, or they may need to take one in the fall of their second year, while completing their major project. Students doing the Joint Certificate program will normally take an extra semester in the spring of their second year. Students will be

required to be in residence for a minimum of eight months. Part-time students will normally take one course per term. Efforts will be made to accommodate part-time students who are working professionals by offering some of the History graduate courses either at night or as shorter more intense summer courses.

6.6 Policies on Evaluation

For all the regular courses students will be evaluated according to the standard practices for graduate students in the Faculty of Humanities/Division of Continuing Studies. For the work experience and major project students will be evaluated by a supervisor assigned by the Department of History who will consult and take input from the designated supervisor at the place of employment/internship. The major project may take the form of a written assignment linked to their practical experience of 40-50 pages or a website, exhibit, video, marketing plan, or other public history project, accompanied by a written analyses of at least 20 pages. The quality of the work will be evaluated on the expectation that the work should be comparable to that required of a beginning professional in that field.

7. Enrolment Plan

	2016-2017	2017-2018	2018-2019	2019-2020
New	4	6	8	8
Continuing	0	4	6	8
Total	4	10	14	16

Ours will be a small, competitive program, with a projected maximum enrollment of 8 new students/year. We plan to increase annual admissions incrementally to reach this number, with the goal of reaching 16 total students by the 2019-2020 academic year.

8. Plans for on-going program assessment and other evaluation of grad student supervision.

To ensure that the program meets the needs of the students, potential employers, the History Department and the Cultural Heritage Studies Program we will have several kinds of on-going assessment.

1. Students will be asked for feedback at the end of their first two semesters on the courses and the program. In some courses, feedback will also be sought mid-semester.
2. The supervising faculty or program co-ordinator will ask students for feedback in the middle and at the end of their work experience.
3. Students will be sent an exit survey 2-3 months after completing the program.
4. The supervising faculty or program co-ordinator will ask the work experience agency for feedback in the middle and at the end of a work experience term.
5. Participating faculty will meet with the program co-ordinator and staff from the Cultural Heritage Studies Program at least once a year to provide feedback and refine work experiences and explore opportunities.

9. Related Programs

There are no related programs in other B.C. post-secondary institutions. The only two other public history M.A. programs in Canada are in Ontario, at Carleton University and Western University. There are some museum studies graduate certificate programs in Ontario and Quebec, as well as a Heritage Resources Management post-baccalaureat distance education diploma through Athabaska University.

10. Evidence of Support

We have consulted with faculty involved in the successful Carleton program, whose experience suggests untapped demand among exceptional students for a western Canadian program of this kind. We have discussed the program with executive staff at the Royal BC Museum and Archives and the British Columbia Maritime Museum, who have expressed strong support for the program and interest in becoming involved with it. Institutions further afield, such as the Canadian Museum of Immigration at Pier 21 (a national museum) and the Nikkei National Museum in Vancouver also support the development of public history at UVIC. We have also received strong letters of support from the departments of History at SFU, UNBC, UBC, Kwantlen University and Thompson Rivers University. Chairs of these departments have noted that this program will be of great value to their students, while students at undergraduate and graduate levels have expressed interest in the program. Practicing public historians have indicated that demand for their services in our region is high.

Appendix A: Short Faculty curriculum vitae

Appendix B: Calendar curriculum change forms

Appendix C: Enrolment Plan, see section 7

Appendix D: Recruitment and Marketing Plan

We expect to start the program with 4-6 students and grow to a maximum intake of 8 students which will result in a maximum of 16 students (new and continuing) in the program. Informal surveys of our History MA students over the last two years show that if this option was available at the moment 4-6 of them would have enrolled in such a program in preference to our regular M.A. stream. As a result a substantial core of the new M.A. program in Public History will come from students already attracted to our M.A. in History.

Marketing this program has three components: 1) marketing the program to recruit students 2) marketing the program to organize co-op and intern opportunities among public history agencies 3) marketing the program to potential employers so they are aware of and drawn to a pool of highly qualified graduate students.

1. Marketing this program to recruit students:
 - a. Internet Recruiting Strategy.
 - i. We will establish a website for this program with prominent links from our departmental main page and the graduate program pages.
 - ii. We will post information about the program on public history blogs, facebook pages and websites.

- iii. We will create our own Facebook page, public history blog and tweet to draw attention to developments in the field, work and study opportunities.
 - b. The graduate director or program director will hold information sessions at UVic and other provincial universities in the fall and spring to inform students about our regular and Public History M.A. programs.
 - c. Posters will be sent to and posted in History departments across Canada with an emphasis on western Canada.
 - d. We will join with the Recruitment Office, Heritage Studies Program and Co-op and Career Services to have tables/sessions at public history professional meetings (such as the Canadian Museums Associations) and recruitment fairs.
 - e. the Cultural Resource Management Program in the Division of Continuing Studies would be able to market this opportunity to potential student audiences as part of their annual marketing campaigns which include print, online and social media communications
- 2. Marketing the program to organize co-op and intern opportunities among public history agencies and cultural institutions.
 - a. We will use our existing network of graduate history alumni, many of whom are now working in public history positions.
 - b. We will join with the Recruitment Office, the Cultural Heritage Studies Program and Coop and Career Services to have tables/sessions at public history professional meetings (such as the Canadian Museums Associations) and recruitment fairs.
- 3. Marketing the program to potential employers so they are aware of and drawn to a pool of highly qualified graduate students.
 - a. We already have relationships with the Royal BC Museum and the BC Maritime Museum which include internships/community engaged learning.
 - b. We already have in place a large network with regional and national museums and archives several of whom have written letters of support.
 - c. Through CECS we already have relationships with a few employers who regularly post history positions.
 - d. To expand our network we will join with the Heritage Studies Program and Co-op and Career Services to have tables/sessions at public history professional meetings (such as the Canadian Museums Associations) and career fairs.
 - e. We will take advantage of free advertising opportunities associated with the news of the launch of a new program which will be picked up in the professional organs, websites and blogs of public history professional organizations.

Appendix E. Letters of Support

Letters the Royal British Columbia Museum, the Nikkei National Museum, the British Columbia Maritime Museum, as well as from the Chairs of the departments of History at UBC, UNBC, SFU, Kwantlen University and Thompson Rivers University and from the Division of Continuing

Studies, UVic.

Appendix F. Business Plan

Income generated: The future income potential for students in this program does not justify a differential fee, but the Public History M.A. would be likely to generate additional revenue for the university because our experience thus far suggests that many students interested in Public History are also interested in the Graduate Professional Certificate. Our Public History M.A. would further incentivize and institutionalize this synergy, encouraging students to complete academic training in the History Department in addition to the applied professional training afforded by the GPC, whose courses are taught, in large part, by practitioners outside of the academy. This collaboration would enhance student training and marketability, support the GPC program, and increase revenue.

Given the number of faculty with expertise in various areas of public history (see above) who are able to supervise students in this field, we do not require additional faculty members in order to run this program.

Since with the addition of this public history program we will not be increasing the total number of M.A. students admitted beyond current maximum of 25 in our existing program, our existing graduate secretary will be able to manage the administrative workload without additional support. The Cultural Resource Management Program has agreed to provide support in placing Public History M.A. students who do not receive co-op placements in either paid internships (where available) or unpaid practicums through their existing practicum placement program.

The Faculty of Humanities has agreed to reimburse the Division of Continuing Studies \$440 for each of the two courses in the GPC program that our Public History M.A. students take. The Faculty will also reimburse the FCS \$440 for each student that the Faculty places in either a paid internship or an unpaid practicum.

Student financial support plan. Students in the Public History M.A. program will share in the resources for financial support currently available for our existing M.A. students, as the Dean of Graduate Studies has indicated that no additional funds for financial support will be available to the new Public History M.A. program. Since we will only be admitting 8 students per year, and that the total number of students in our current M.A. program and the Public History M.A. program will not exceed the current maximum of 25 students for our existing M.A. stream, we should be able to provide adequate funding for our Public History M.A. students.

As is the case with our current program, student funding for the Public History M.A. program will be as follows:

- The top third of our students will receive between \$18,000-\$20,000 in fellowships, TA and RA support.
 - The middle third of our students will receive between \$8,000-\$12,000, primarily in fellowship funding, but also including a \$3,000 TAship
 - The bottom third of our students will receive approximately \$5,000 (fellowship and TAship)
- Support will be available to full-time students for up to 16 months.

Space requirements: Since we will not be admitting additional graduate students beyond our current maximum of 25 per year, but will instead reduce the number in the regular M.A. stream as necessary to ensure that numbers do not go above 25 in total, we will be able to manage with

our current space allocation for graduate students.

Library requirements: Since we currently offer both a graduate and an undergraduate course in public history, we have already expanded the library holdings in this field, including relevant journals, although further expansion will need to occur with the implementation of this program.

Appendix G: List of Graduate History Courses, including Field School Courses, with Course Descriptions and List of GPC courses in Cultural Heritage Studies with Course Descriptions

History Graduate courses

HSTR 500 Units: 1.5

Formerly: HIST 500

Historiography

Surveys the diverse answers given to the question, “What is history?” Exploration of the nature of historical knowledge through examination of major changes in theory, method and practice within the discipline. Students articulate their understanding of what being an historian entails. Specific topics covered may vary with the instructor.

Note: Credit will be granted for only one of 500, HIST 500

HSTR 501 Units: 1.5

Formerly: HSTR 501A, 501B, HIST 501A , 501B

American History

New and classic readings in the history of Colonial America and the United States. Themes include Indigenous societies, conquest, gender, religion, race, slavery, sexuality, politics and economy

Note: Credit will be granted for only one of 501, 501A, 501B, HIST 501A, 501B

HSTR 502A Units: 1.5

Formerly: HIST 502A

Early Modern British History

Social, cultural and political history of early modern England, with an emphasis on the 17th century. Topics include crime and print culture, the British Civil Wars, the execution of Charles I, radical religion and the Interregnum, patriarchy and authority, class conflict and social hierarchy, parents and children, marriage and gender. Provides advanced students a survey of some of the main primary sources, important secondary works and historiographical issues.

Note: Credit will be granted for only one of 502A, HIST 502A.

HSTR 502B Units: 1.5

Formerly: HIST 502B

Modern British History

Social, cultural and political history of modern England. Topics may include government and the state, war and society, crime and punishment, monarchy, and elite and popular cultures. Provides advanced students a survey of some of the main primary sources, important secondary works and historiographical issues.

Note: Credit will be granted for only one of 502B, HIST 502B.

HSTR 503A Units: 1.5Formerly: **HIST 503A****19th Century Canadian History**

Provides an in-depth look at historical writing about pre-1900 Canada. Explores a variety of historical approaches and covers a number of major topics in the field. Topics may include indigenous histories, First Nations-settler encounters, politics and war, rural and urban experiences, liberalism and the state, and issues of race, religion, gender and class. Focus on historiographical and analytical skills.

Note: Credit will be granted for only one of 503A, HIST 503A.

HSTR 503B Units: 1.5Formerly: **HIST 503B****20th Century Canadian History**

Examines historical writing about 20th century Canada, taking a chronological and thematic approach to recent literature. Topics may include: gender and the family, law and moral regulation, work, the environment, First Nations, politics and the state, nationalism and regionalism, and the experience and commemoration of war. Focus on historiographical and analytical skills.

Note: Credit will be granted for only one of 503B, HIST 503B.

HSTR 504A Units: 1.5Formerly: **HIST 504A****Europe, 1500-1800**

Advanced study of the transformation of European society and culture during the early modern period. May take a topical or temporal focus.

Note: Credit will be granted for only one of 504A, HIST 504A.

HSTR 504B Units: 1.5Formerly: **HIST 504B****Europe since 1800**

Advanced study of the transformation of European politics, society and culture in the modern era. May take a topical or temporal focus.

Note: Credit will be granted for only one of 504B, HIST 504B.

HSTR 505 Units: 1.5Formerly: **HSTR 505, 514, HIST 514****World History**

Examines recent contributions to the field of world history that allow both for focussed study of particular themes as well as the exploration of broader historiographical and theoretical debates. Students are encouraged to pursue their own particular interests in the subject.

Note: Credit will be granted for only one of 505, 514, HIST 514.

HSTR 506 Units: 1.5Formerly: **HSTR 506A, 506B, HIST 506A, 506B****Medieval Europe**

The major fields, sources and approaches in medieval history and medievalism.

Note: Credit will be granted for only one of 506, 506A, 506B, HIST 506A, 506B

HSTR 508A Units: 1.5

Formerly: **HIST 508A**

China in Local and Global History

Examines the local history and global networks of Tibet, Taiwan, and Hong Kong as well as the North China Plain (around Beijing), the Yangzi River Delta (around Shanghai), and the Pearl River Delta (around Canton) in China up to the mid-20th century. Emphasis on both local and global approaches to the six regions and to modern China beyond the limits of its nation-state history.

Note: Credit will be granted for only one of 508A, HIST 508A.

HSTR 508B Units: 1.5

Formerly: **HIST 508B**

A Global History of the Chinese Overseas

Examination of the Chinese diaspora in Southeast Asia, North America and other regions. Emphasis on the emigration from China, transformation of Chinatowns and development of global networks and transnational identities of the Chinese overseas. May include exploration of the diasporic experiences of Japanese, Korean, Indian and other Asian migrants in the global arena.

Note: Credit will be granted for only one of 508B, HIST 508B.

HSTR 509A Units: 1.5

Formerly: HIST 509A

Modern Japanese History

A survey of historiographical issues in Japan's history from the end of Tokugawa to the present day. Analyzes the debates regarding peasant struggles in late Tokugawa, the impact of imperial arrivals in the 1850s, the nature of the Meiji restoration, migration and the rise of Japanese imperialism, and the national polity in the interwar years. Concludes with World War II and Japan's occupation and subsequent economic transformations.

Note: Credit will be granted for only one of 509A, HIST 509A.

HSTR 509B Units: 1.5

Formerly: **HIST 509B**

Migration, Race and Empire: Canada and the Transpacific

Brings together the histories of the Pacific and British Columbia using a translocal lens to analyze critically the intersections between race, colonialism and indigeneity from 1840 to the 1950s. Specific attention to Asian Canadian experiences on Vancouver Island and the impact of conflicting empires (British, American and Japanese). Utilizes critical anti-racist and feminist theory, and offers possibilities for innovative public history projects and community-based, action research.

Note: Credit will be granted for only one of 509B, HIST 509B.

HSTR 511 Units: 1.5

Formerly: **HIST 511**

Military History

Explores historiographical issues in military history. Themes include: technology and science and war; social and cultural history of war and society; the evolution of military organization and

military techniques; intellectual and philosophical writing on war and armed forces; military intelligence; history of air power; and naval and maritime affairs.

Note: Credit will be granted for only one of 511, HIST 511.

HSTR 512 Units: 1.5

Formerly: **HIST 512**

Intellectual History

Advanced study of intellectual history. Topics to be explored may include the history of intellectual history, the similarities and differences between intellectual history and other genres of historical analysis, the rise of atheism and unbelief in early modern Europe and Enlightenment in Europe.

Note: Credit will be granted for only one of 512, HIST 512.

HSTR 513 Units: 1.5

Formerly: **HIST 513**

History of Gender, Sexuality and the Body

Explores selected topics in gender history, the history of sexuality and the history of the body and addresses current theoretical and methodological debates within these fields. Focus is primarily on American history, although Canadian and British readings may be included.

Explores shifting understandings of femininity, masculinity and sexualities, as well as relationships between gender and class, race, ethnicity, religion, sexualities and the body.

Note: Credit will be granted for only one of 513, HIST 513.

HSTR 515A Units: 1.5

Formerly: **HIST 515A**

Public History

Provides an overview of the branch of the discipline that involves communicating the past to non-academic audiences and analyzing applications of history outside of the university. Students meet practitioners of public history, making professional contacts and exploring non-academic applications of their training. Connected with these practical activities are analytical questions: as they contemplate how history can be carried outside of the academy, students also discuss its purpose, importance and meaning.

Note: Credit will only be granted for only one of 515A, HIST 515A, 519 (if taken in the same topic).

HSTR 516 Units: 1.5

Formerly: **HIST 516**

Digital History

Explores specific computing applications used in the field known as “digital history,” and how digital history is changing the way we think about History and the past. Emphasis on student projects, student presentations and discussions of selected readings on the big questions facing the discipline, including “is this really a revolution?”

Note: Credit will be granted for only one of 516, HIST 516.

HSTR 517 Units: 1.5

Formerly: **HIST 517**

Cultural History and Theory

Explores the theory and practice of cultural history, focusing on culture as topic and as methodology. Students examine the approaches of cultural historians who either seek out new sources, or read traditional sources against the grain to provide answers to new questions. Themes may include: ritual, symbolism and meaning; objects and representation; colonialism and difference; popular culture, storytelling and language. Time period and geographical focus vary with the research area of the instructor.

Note: Credit will be granted for only one of 517, HIST 517.

HSTR 518 Units: 1.5

Formerly: **HIST 518**

Political History

Examines the evolution of the state and the negotiation of power in North America. Topics may include federalism, party and bureaucratic developments, mass media and politics, and political leadership.

Note: Credit will be granted for only one of 518, HIST 518.

HSTR 519 Units: 1.5

Formerly: **HIST 519**

Special Topics

Notes: - Credit will be granted for only one of 519, HIST 519 (if taken in the same topic).

-May be taken more than once for credit in different topics with permission of the department.

HSTR 521A Units: 1.5

Formerly: **HSTR 521, HIST 521**

Medieval Law and Administration

The origins and development of Western European civil, canon and common law. The history of law and jurisprudence, of the relationships of law and society and of the role of law in the growth of governance and order. Direct work on legal texts and records.

Note: Credit will be granted for only one of 521A, 521, HIST 521.

HSTR 521B Units: 1.5

Formerly: **HSTR 521, HIST 521**

British Legal History

Social, cultural and political history of the law in England. Topics include crime, policing, the administration of justice, and punishments. Intended to give advanced students a general introduction to some of the main primary sources, important secondary works and historiographical issues.

Note: Credit will be granted for only one of 521B, 521, HIST 521.

HSTR 522 Units: 1.5

Formerly: **HIST 522**

The Social History of Religion

Explores selected topics in the social history of religion in the context of Canada, the United States and Britain in the nineteenth and twentieth centuries. Focuses on Christianity, but also touches on other faith traditions. Topics to be explored may include popular religion, religion and mass culture, spirituality, colonialism, secularization, immigration and assimilation, religion

and health, religious conflicts and prejudices and issues of class, race, gender, sexuality and family life as they relate to religion.

Note: Credit will be granted for only one of 522, HIST 522.

HSTR 523 Units: 1.5

Formerly: **HIST 523**

History of Science and Technology

Advanced study of the history of science. Topics to be explored may include the history of the history of science, the Scientific Revolution, the rise of the 'science of man' in early modern Europe, science and Enlightenment, science and religion, and science and society in Britain, 1600-1945. May include topics in the history of technology.

Note: Credit will be granted for only one of 523, HIST 523.

HSTR 526 Units: 1.5

Formerly: **HIST 526**

Ethnohistory

Examines the major issues facing ethnohistorians generally, with emphasis on ethnohistory with respect to Indigenous peoples.

Note: Credit will be granted for only one of 526, HIST 526.

Field School Courses

HSTR 528 Ethnohistory Field School Units 1.5

This course introduces students to community engaged scholarship, public history, and ethnohistory during a month long residential field school with the Stó:lō First Nation in the Fraser Valley, followed by a month of supervised research and report writing back at UVic. Ethnohistory is the combination of the critical primary research skills of historians with the use of oral history and other non-documentary sources which are the focus of ethnographers. Students work on projects identified by the Stó:lō communities, produce research outcomes that assist the Stó:lō and gain valuable practical experience in archival and ethnographic research and writing. Many students have used their field school experience as the basis for further study and paid employment with First Nations, government and NGOS at the interface of aboriginal-non-aboriginal relations.

HSTR 470 (taken by graduate students as HSTR 591)

The Colonial Legacies Field School in South Africa

This field school offers an extraordinary opportunity for students to consider the living legacies of colonialism in the Global South today. During the classroom component students learn about key themes in the colonial and post-colonial history of South Africa, focusing on historical and political questions around land, labour, identities, and political structures. Students take part in workshops on such topics as cultural intelligence, ethical listening/interview techniques, and the politics of development. During the three-week field portion of the course, carried out in South Africa, students explore and analyse links between South Africa's contemporary challenges and its particular histories of colonisation. Through visits to museums and historic sites and

especially through interaction with rural and urban South Africans of many backgrounds, students will examine such questions as: How are the legacies of the region's multiple colonisations written on the landscape, on political relations, and on people's daily lives? How do colonial pasts shape the present, what are the key contemporary challenges, and what are the alternatives?

One requirement upon return is a public presentation through which students share their learning with individuals and groups in the broader community.

GMST 489 (taken by graduate students as GMST 591 for 1.5 units)

By analyzing what Andreas Huyssen has termed "present pasts", course participants explore how the past is negotiated in the present and, specifically, how issues such as racism, antisemitism, and homophobia are addressed in the present.. This 3-unit field school explores and analyzes the ways in which the Holocaust is memorialized in Central Europe and builds an understanding of how the lessons of the Holocaust are relevant in today's world. The course promotes intercultural learning through a variety of activities including joint workshops with European students and visits to memorial sites, museums, and monuments of the Holocaust. Upon return to Canada, participants share their experiences through formal presentations and discussions on campus, in high schools, and with the local community.

List of GPC courses:

Museum Studies course offerings:

CH 560 CULTURAL HERITAGE STEWARDSHIP AND SUSTAINABILITY (1.5 units)

The diversity of contemporary cultural heritage presents practitioners, policy makers, communities and researchers with a range of ethical and philosophical challenges. To engage with these challenges this course offers a critical overview of some of the key issues raised as contemporary societies question the scope, meaning and sustainability of heritage. Participants will be required to critically analyze, synthesize and evaluate dominant and alternative definitions of heritage and the practices involved in its management, interpretation and curation. The overall aim of the course will be to encourage participants to vigorously examine the idea of heritage as a form of cultural practice, performance and production, and to ultimately develop their own ethical and theoretical frameworks to inform their practice within the heritage field.

The course will build on recent work in critical heritage and museum studies and introduce participants to various critical intellectual frameworks and debates. Participants will also be presented throughout the course with sets of ethical and practical issues and problems to illustrate the changing philosophical issues facing practitioners as social, economic and political contexts for cultural heritage preservation and management develop.

Issues covered in the course allow participants to judge the relevance of critical approaches to cultural heritage to traditional ideas of cultural heritage stewardship, and develop their understanding of what sustainability in the cultural heritage sector might mean. The course presents both historical and contemporary material on theorizing cultural heritage and its

political and cultural significance. A series of issues which have moved to the forefront of recent debate and practice will be introduced which include dissonance, cultural diversity, memory, performativity, intangible heritage, community/civic-engagement, digital heritage, tourism and interpretation, and recent approaches to visitor/audience research.

CH 561 SOCIAL ENGAGEMENT (1.5 units)

Museums and other cultural heritage organizations have the capacity to serve as dynamic social spaces for community engagement and action. This graduate course explores the profound social changes that are reshaping the nature and purposes of museums in a pluralistic society and considers the implications for all aspects of their specialized functions. During the first half of the course participants utilize a group of core resources to assist their learning about how the museum and cultural field has evolved, why social and community engagement is a critical foundation for all other professional practices, and how other organizations have begun their journeys towards engagement. The second half of the course introduces participants to a series of skills and practices to initiate, facilitate, and support community engagement and embed them in organizational life.

CH 562 CURATORIAL PLANNING AND PRACTICE

This course is designed to familiarize students with both the theory and practice of curating in art, history, anthropology, science and interdisciplinary museums. The first five weeks will focus on theory, history and ethics. Through reading, analysis and online discussion, students will explore and debate the evolving definitions of what is involved in curating. The remainder of the course will focus on practice. In addition to continued reading and online discussion, students will select one public site in their community and engage in a series of exercises that encourage them to explore best practices in curating. Each student will critique two exhibitions at their case study site, propose the accessioning of an object into that site's permanent collection, communicate intellectual content for that object public through a blog post or tweet, and create a concept and plan for a new exhibition that incorporates that objects for their chosen case study site.

CH 563 VISITOR EXPERIENCES (1.5 units)

This course explores the evolving concept and implications of an holistic approach to visitor engagement in museums and other cultural heritage institutions, and focuses on museums' relationships with their publics, their capacity to serve as social spaces, strategies for audience research, the characteristics of visitors, communications, exhibitions, formal and informal learning activities, and evaluation strategies.

Heritage Planning course offerings:

CH 560 Cultural Heritage Stewardship and Sustainability (see description above)

CH 570 HERITAGE CONSERVATION IN CONTEXT (1.5 units)

The course introduces students to the fundamental and interrelated dynamics of place, ritual, memory and history as these apply to heritage conservation. The 13 units chart a path from the philosophical and historical roots of conservation to the contemporary issues and challenges facing professional practitioners. Along the way the legal, regulatory and policy frameworks through which heritage conservation operates in Canada are explored. The philosophical underpinnings of conservation are revealed, compared and challenged. Finally, emerging issues

in the conservation sector an affecting the conservation sector are presented, and discussed through case studies and assignments.

CH 571 DETERMINING SIGNIFICANCE OF HERITAGE RESOURCES (1.5 units)

This course focuses on the definition of the heritage value or significance of a historic place or resource as a key step in the management of cultural heritage resources. It explores the range of historical, aesthetic, social and scientific values that establish the character-defining elements of historic resources, including buildings, structures, historic districts and cultural landscapes. Various methods of inventory and evaluation are discussed along with their roles in guiding subsequent conservation planning and decision-making.

CH 572 HERITAGE CONSERVATION PLANNING (1.5 units)

This course provides an overview of heritage planning, the field within heritage conservation that addresses interventions to historic places in the context of urban (and rural) planning and development. The objective of heritage planning is to manage change wisely. The course will use a pragmatic approach to consider individual and collective historic places (e.g., buildings, historic districts, cultural landscapes, archaeological sites) in a wide variety of geographical and physical contexts. Heritage planning will be addressed within the larger framework of sustainability.

Practicum in Cultural Heritage (either in museum studies or heritage planning)

CH 591 PRACTICUM IN CULTURAL HERITAGE (1.5 units)

A three to four month placement in a cultural heritage management setting, designed to build knowledge and skills in a specialized area of practice.

Course Format

Our distance-based courses are known for their comprehensive and innovative approaches to instructional design and learning technologies that facilitate academically-based professional education and relate it to the practical needs of the participant and the workplace. The online course format used in the GPC program is effective in meeting the educational needs of museum and heritage professionals and well as students in related disciplines at the University of Victoria. Distance courses enable participants from across Canada and beyond to control the pace of their learning, to reflect on professional issues from a theoretical perspective, and to network within a community of professional practice.

Offering all courses for the GPC program by distance enables us to draw upon distinguished, internationally-recognized experts from the field of professional practice across Canada, North America, and beyond. These international experts hold advanced academic degrees in related disciplines and bring knowledge, skills and professional experience in their specialist areas, along with teaching experience, to their work with the program. Students have greatly appreciated the extensive and international/national experience of and insights provided by the course instructors. They have also enjoyed the engagement of the professors in online discussions.

Through instructional design and delivery, our distance courses aim to:

- Utilize innovative learning technologies and delivery methods to ensure that courses are accessible to both Practitioners, and Master's students who are balancing their participation in the Certificate level with degree studies.
- Integrate a strong experiential learning component by developing curriculum and instructional strategies that link theory and methodology with practical applications, and by emphasizing volunteer and networking opportunities, as well as building on

participants' prior learning and experience, and relate coursework to real-life challenges.

- Allow participants have the flexibility to complete their studies anywhere in the world and ensure access to a range of learners.
- Provide asynchronous course delivery to allow participants the flexibility to complete the course without the need to be scheduled at their computer.
- Utilize leading-edge learning techniques and technologies to encourage interaction and support student engagement.
- Honour multiple perspectives and diverse ways of knowing.
- Strengthen students' capacity for critical, reflexive, collaborative and creative thinking



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

FOR DECISION

November 12, 2015

To: Operations and Facilities Committee

From: Valerie S. Kuehne
Vice-President Academic and Provost

A handwritten signature in blue ink, reading "Valerie S. Kuehne".

cc: President and Vice-Chancellor

Meeting Date: November 23, 2015

Subject: Proposal for Honours Program in Slavic Studies

Basis for Jurisdiction: University Act, Section 27 (i)
Senate Committee on Planning terms of reference
Senate

Strategic Relevance: The proposed implementation of an Honours Program in Slavic Studies is fully in line with the university's mission and strategic plan. Objective 21 of the Strategic Plan cites the need to "nurture our culture of excellence in research, scholarship, and creative endeavours, enhancing UVic's local, national and international impact and reputation as a leading, innovative, research-intensive university" (31). The strategic plan further identifies experiential learning and internationalization as core strategic goals. Finally, the strategic plan emphasizes the need to continue enhancing the quality and effectiveness of academic programs in a resource constrained environment in order to strengthen UVic's position as a university of choice.

Previous Consultation: At its meeting on September 10, 2015, Senate Committee on Planning approved the attached proposal for review by Senate.

At its meeting on October 2, 2015, Senate recommended that the Board of Governors approve the attached proposal.

Recommendation:

THAT the Operations and Facilities Committee recommend to the Board of Governors that the Board of Governors approve the Proposal for an Honours Program in Slavic Studies effective immediately.

Background:

Resource Plan for University of Victoria, Board of Governors

1. Overview/nature of the academic program

This proposal is for an Honours program in Slavic Studies. The Department of Germanic and Slavic Studies recently created an MA program in Germanic and Slavic Studies with two streams (an MA Stream in Germanic Studies and an MA Stream in Slavic Studies), which the Board of Governors approved on May 26, 2015. After establishing this graduate-level Stream in Slavic Studies, we believe it is even more important to offer undergraduate Slavic Studies students the opportunity to complete an Honours Program in order to give them a competitive edge when applying for graduate study or the job market. The proposed Honours Program not only offers a parallel to the Germanic Studies program, but it also provides students with a rich and rigorous academic experience as they complete their BA.

2. Alignment with the university's mission and strategic plan

The proposed implementation of an Honours Program in Slavic Studies is fully in line with the university's mission and strategic plan. Objective 21 of the Strategic Plan cites the need to "nurture our culture of excellence in research, scholarship, and creative endeavours, enhancing UVic's local, national and international impact and reputation as a leading, innovative, research-intensive university" (31). The strategic plan further identifies experiential learning and internationalization as core strategic goals. Finally, the strategic plan emphasizes the need to continue enhancing the quality and effectiveness of academic programs in a resource constrained environment in order to strengthen UVic's position as a university of choice.

3. Senate/academic considerations

The Faculty of Humanities approved the Slavic Studies Honours Program proposal on May 19, 2015. The Senate Committee on Planning approved the proposal in the fall of 2015, followed by the University Senate.

4. Demand and availability

UVic is the only university in British Columbia to offer a Major in Slavic Studies and the option of an MA Stream in Slavic Studies.

5. Resource implications (including resource plan, revenue and expenditure implications)

The proposed Honours Program in Slavic Studies has no immediate resource implications and will not require the expenditure of additional resources. We currently offer enough courses for students to meet the proposed Honours requirements. The only course we do not presently offer is SLST 499 (Honours Graduating Essay), and we will implement that curriculum addition once the program has been approved.

6. Other relevant factors (including impact and outcomes)

The proposed changes are intended to improve significantly the student experience and the overall academic quality of the undergraduate experience. The new program structure aligns the program better with the university's mission and strategic plan and will increase the success potential of graduates from the program, be it as candidates for graduate study or for professional work in the public or private sector.

Attachment(s): Proposal for Honours Program in Slavic Studies submitted to Senate October 2, 2015.



University
of Victoria

Associate Vice-President Academic Planning

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MEMO

Date: September 16, 2015
To: The Secretary of the Senate
From: Dr. Catherine Mateer, Chair, Senate Committee on Planning
Re: **Proposal for Honours Program in Slavic Studies**

At its meeting of 10 September 2015, the Senate Committee on Planning discussed and approved the request for an Honours Program in Slavic Studies. The following motion is recommended:

That Senate approve and recommend to the Board of Governors that it also approve, subject to funding, the establishment of an Honours program in Slavic Studies, as described in the document "Proposal for Honours Program in Slavic Studies", dated July 15, 2015, and that this approval be withdrawn if the program should not be offered within five years of the granting of approval.



:mam

Committee Membership:

Dr. Catherine Mateer, Chair
Ms. Lauren Charlton
Dr. Stan Dosso
Mr. Alexander Kovalchuk
Dr. Reuven Gordon
Ms. Carrie Andersen
Dr. David Castle
Dr. Maureen MacDonald
Dr. Jason Colby
Dr. Merwan Engineer
Dr. Patrick Nahirney
Ms. Jessica Gelowsky, Secretary

Dr. Valerie S. Kuehne
Dr. Sang Nam
Dr. Catherine McGregor
Dr. Victoria Wyatt
Dr. Anne Bruce
Dr. Ann Stahl
Mr. Philip Schrod
Dr. Andrea Giles
Dr. Stephen Evans
Ms. Gillian Calder
Dr. Ralf St. Clair

Cover Page Template for Senate Committee on Planning

Title of proposal:	Proposal for Honours Program in Slavic Studies
Contact Name and Number:	Helga Thorson, Chair Department of Germanic and Slavic Studies 250-721-7320
Date approved by Department:	March 31, 2015
Date approved by Faculty:	May 19, 2015
Date approved by Graduate Studies: (if applicable)	N.A.
Date submitted:	July 15, 2015

Proposal for Honours Program in Slavic Studies

July 15, 2015

(Submitted by Helga Thorson, on behalf of the Department of Germanic and Slavic Studies with assistance from Elena Pnevmonidou)

1. Department History, Mission, Academic Goals

The current shape of the Department of Germanic and Slavic Studies is the outcome of a number of structural changes, an amalgamation, and various curricular renewal initiatives prompted by cyclical reviews and departmental retreats.

Both disciplines were offered by separate departments until 2001, when they were merged into a new academic unit, the Department of Germanic and Russian Studies. Germanic Studies at UVic was originally taught in the German Division (part of a bigger foreign languages and literatures umbrella unit), was then established as the Department of Germanic Languages and Literatures, and in 1979 changed into the Department of Germanic Studies to reflect its broadened curriculum and shift to an interdisciplinary cultural studies approach. At that time, the Department of Slavonic and Oriental Studies was divided into the Departments of Slavonic Studies and what became Pacific and Asian Studies.

The two units amalgamated in 2001 to form the new Department of Germanic and Russian Studies. In 2006, the department changed its name to Germanic and Slavic Studies in order to reflect more accurately its research and teaching areas, to improve the community outreach efforts, and to build bridges especially to the Ukrainian community, which, among other positive outcomes, has enabled the department to secure substantial donations for Ukrainian and Eastern European Studies.

Some of the restructuring of the Germanic and Slavic Studies programs has been in reaction to external pressures (e.g. amalgamation, retirements). However, after a significant number of retirements, the department has also experienced substantial faculty renewal since amalgamation (8 new positions since 2004, the latest of which is a .5 ATP position in Slavic Studies starting on July 1, 2015). The department has thus been able to embrace change as an opportunity to redefine its research and teaching profile. Consequently, we have been working consistently and proactively to streamline and integrate our two programs more and to develop a common vision away from the traditional model that treats language, culture, and literature as separate disciplines towards more integrative and interdisciplinary approaches.

As a result of a number of departmental retreats in recent years, the curricula of both programs have been substantially redesigned, and continuing effort has been made to develop common program goals and learning outcomes that explicitly stipulate language proficiency in both German and Russian (and to some extent Ukrainian), a grounding in a range of areas within literary, cultural, and film studies, as well as cross-cultural and indeed plurilingual and pluricultural competencies (i.e., beyond knowledge of the "other" culture and self-awareness about one's own culture, an ability to interface and to move more fluidly between languages and cultures). We have also made a concerted effort to develop common teaching approaches that offer opportunities for internationalization and experiential learning and that foster the development of transferable skills and professionalization beyond the specific disciplines, while also continuing to promote Germanic and Slavic Studies as core Liberal Arts disciplines that offer training in research, analytical, and critical thinking skills.

These substantial common and concerted efforts to achieve program renewal and streamlining have proven to be successful. Ours is a highly collegial and collaborative department that is well positioned for increased integration as well as for increased synergies with other disciplines and academic units on campus. The Department has experienced growth in undergraduate enrolments and has maintained this trend even with the recent teaching load reduction. Undergraduate Slavic Studies enrolments are proportionally comparable to undergraduate Germanic Studies enrolments. In recent years there has also been consistent interest among students for a graduate program in Slavic Studies, as demonstrated by the continuing recruitment of high quality students to an MA in Slavic Studies by special arrangement. Therefore we recently proposed a Master's in Germanic and Slavic Studies with two streams: an MA Stream in Germanic Studies and an MA Stream in Slavic Studies. The Board of Governors approved this proposal on May 26, 2015.

2. Credential to Be Awarded

At the undergraduate level, the Department of Germanic and Slavic Studies offers a Certificate in Language and Cultural Proficiency in German, general and minor programs in Germanic Studies, a major program in Germanic Studies, and an Honours program in Germanic Studies. On the Slavic Studies side, the Department offers a Certificate in Language and Cultural Proficiency in Russian, general and minor programs in Slavic Studies, and a major program in Slavic Studies. This proposal is for an Honours program in Slavic Studies.

3. Location

University of Victoria

4. Academic Units

Department of Germanic and Slavic Studies

5. Anticipated Program Start Date

Fall 2016

6. Anticipated Completion Time

Four years

7. Description of Proposed Program

7.1 Aims, Goals, Objectives, UVic Strategic Plan, Departmental Curriculum Design & Learning Outcomes, Delivery Methods

The aim of an Honours program in Slavic Studies is to provide qualified students the opportunity to study Russian language and Slavic literature and culture more intensively than in other programs. Additionally the program develops advanced analytical competence, sharpens writing, research, and presentation skills, and deepens students' understanding of the chosen Honours paper topic.

The program as a whole also prepares students for graduate studies. With the implementation of a Master's of Arts in Germanic and Slavic Studies with two streams (an MA Stream in Germanic Studies

and an MA Stream in Slavic Studies), it would serve our students well to also introduce an Honours program at this time. The Honours in Slavic Studies is a natural stepping-stone for those students who want to continue their studies at the graduate level, whether at the University of Victoria or some other institution. It also provides a rigorous capstone experience for undergraduate students as they complete their B.A. in Slavic Studies.

The proposed Honours program in Slavic Studies aligns well to the current Strategic Plan, *A Vision for the Future – Building on Excellence*. The Honours program in Slavic Studies furthers the following strategic plan objectives in terms of improving the quality of academic programs, teaching, and learning:

Objective 12: To ensure that our undergraduate and graduate programs of teaching and learning are of the highest quality, responsive to intellectual developments and student needs, inclusive, and organized around best practices in teaching and learning.

Objective 13: To enhance the quality of our students' classroom experience and ensure that the strong research culture at the University of Victoria is brought into both the physical and the virtual classrooms.

Objective 18: To increase co-op, internship and other experiential learning opportunities for UVic students.

Objective 20: To further enhance internationalization of the university through student and faculty recruitment and mobility, research partnerships, internationalization of the curriculum and experiential learning.

Objective 21: To nurture our culture of excellence in research, scholarship and creative endeavours, enhancing UVic's local, national and international impact and reputation as a leading, innovative, research-intensive university.

Objective 23: To enhance the societal benefit derived through mobilization of research knowledge and creative endeavours from across the disciplines.

See Appendix A for Slavic Studies course offerings and curriculum design. The program requirements for an Honours in Slavic Studies would mirror the Germanic Studies Honours in admission and graduation standards and the number of required credits. The actual required courses vary somewhat between the two units, given the smaller size of the Slavic Studies faculty and a resulting need for flexibility.

Program Requirements

Admission to the Honours Program normally requires a GPA of at least 5.5 in a minimum of 7.5 units of introductory courses (must include SLST 100 or SLST 160) and the permission of the department.

Applications for admission are usually made at the end of the second year of studies; students interested in pursuing an Honours program in Slavic Studies should consult the department at an early stage in their undergraduate studies.

The Honours Program requires a minimum of 21 units of upper-level courses, including SLST 300; two of SLST 301, 303, 401 or 403; and 499. An Honours degree requires a graduating GPA of at least 3.5 and at least a B- in 499.

SLST 499 (Honours Graduating Essay) is the only course that is not currently in the UVic calendar. We will introduce it in the next round of curricular changes (Cycle 1, 2015).

General Departmental Learning Outcomes

When leaving our program students will be able to ...

Speak and comprehend Ukrainian at a beginning level or Russian or German at a level that is sufficient to be able to:

- function in everyday situations.
- navigate primary sources for research and analysis.
- travel and work in German-speaking or Russian-speaking countries.

Exhibit a variety of cultural and cross-cultural competencies

- understand how to function appropriately in local customs, cultures, and local practices of target communities.
- gain self-awareness of their own cultural context and have the ability to self-reflect within that context.
- transfer learned cultural competence to other contexts and exhibit global mindedness in a variety of contexts.

Demonstrate research, analytical, and life-long learning skills

- analyze and interpret a range of texts, films, and social media from various disciplines, historical periods, and cultures.
- apply critical theories and perspectives to texts and other cultural artifacts or spaces.
- acquire research skills including the ability to define problems; to access, retrieve, and evaluate information; and to properly cite sources.

Apply life skills and professional preparation

- communicate effectively to a wide range of audiences in a manner that also respects and acknowledges difference.
- use a wide range of multi-media tools that are essential for effective communication in today's global economy.
- benefit from a full range of experiential learning opportunities.
- be prepared for a fulfilling career in their chosen field.

The proposed Honours in Slavic Studies, deepens all of these program outcomes and additionally provides students the opportunity to engage in an individual research project, thus honing research and writing skills as well as time management skills necessary for completing and defending a longer research paper.

The Honours in Slavic Studies requires a minimum of 7.5 units of introductory coursework and a minimum of 21 units of upper-level courses. See Appendix B for the courses we have offered over the past four academic years. During that time, we have offered 9 different lower-level courses (all 9 were offered in 2 year cycles) and 20 different upper-level courses. We offered 16 different upper-level courses in the first two-year cycle (out of 19 total upper-level courses in that two year cycle) and 4 additional new upper-level courses in the next two-year cycle (out of 18 total upper-level courses in that two year cycle). Therefore, an Honours in Slavic Studies is completely sustainable for our department. No new resources are needed since we currently offer enough courses for students to meet the proposed Honours requirements. The only course we do not presently offer is SLST 499 (Honours Graduating Essay).

7.2 Areas of Employment and/or Further Study

The MA Stream in Slavic Studies can lead to exciting career opportunities because Russian is recognized as a language of strategic importance. The Department of Foreign Affairs and International Trade Canada recruits candidates who can speak Russian to work in the Foreign Service department. Moreover, there is a Russian immersion program in three BC public school districts for grades K-12. These districts are currently recruiting teachers. Slavic Studies graduates can also teach English in Russian and Ukrainian high schools and colleges.

Russia is one of the largest producers of natural resources and raw materials. The country has an enormous timber reserve. Our program students can work with Canadian businesses participating in this market.

The transferable skills of an Honours degree in Slavic Studies are also significant. Russian combines well with other disciplines: History and Russian, Political Science and Russian, Business and Russian, Linguistics and Russian, English and Russian, Music and Russian, Art History and Russian, Film Studies and Russian. Such combinations provide our majors with broader career opportunities.

Finally, students with an undergraduate degree in Slavic Studies have a high rate of acceptance in graduate programs, including Russian and Slavic Studies, English, Linguistics, History, Art History, Political Science, and continue successful academic careers. They are also accepted for study in law and business schools.

7.3 Strengths of an Honours Program in Slavic Studies

The proposed Honours program in Slavic Studies will contribute in several important areas to UVic's pursuit of excellence in research, education, and community engagement. The proposed Honours program is well positioned to succeed simply by virtue of growing out of a strong and vibrant undergraduate Slavic program, the only one in BC offering a Slavic or Russian Studies Major. Our chances of becoming a Western Canadian destination program are even higher given the recent merging of language Majors and graduate programs in Modern Languages at the University of Alberta, a decision that led to student disillusionment in what used to be Western Canada's premier Slavic program.

The regular faculty members in the Slavic Section are distinguished researchers whose profiles fit together remarkably well in that they cover the main research areas in the field: Russian literature (Dr. Megan Swift); second-language pedagogy (Dr. Julia Rochtchina); and the history of Russian and other East European cultures (Dr. Serhy Yekelchuk). As a group, they have a distinguished record of research accomplishments, including monographs, textbooks, research grants, and organizing conferences. Regularizing the position of Dr. Olga Pressitch (starting in July 1, 2015) adds much-needed research expertise in Eastern European cinema and immigrant Slavic literatures, the former weakened somewhat after Dr. Nick Galichenko's retirement several years ago. With these two added fields, our program, owing to its balance and comprehensive coverage, offers a range of research expertise unparalleled among Canadian universities. It is also significant that the faculty consists of active researchers, who would involve Honours students in their JCURA research projects.

The proposed Honours program will also capitalize on the two strengths that have long characterized our undergraduate program: connection with the community and the study-abroad option. In the last decade in particular, our department has developed close cooperation with the Ukrainian and Russian communities of Greater Victoria, resulting in the establishment of several scholarships, lecture series,

film evenings, and even community funding for our Ukrainian-language courses. The creation of an Honours program will allow us to take this cooperation a step further, not just by asking for community support but also, possibly, developing experiential-learning initiatives that would involve students experiencing first-hand the cultural life of the local Ukrainian and Russian communities.

The study-abroad component of our undergraduate Slavic program also lends itself well to an Honours program. For many years our summer-study programs at St. Petersburg University (Intermediate to Advanced Russian language and culture) and Kyiv Mohyla Academy (Ukrainian and Russian language from the Beginner's level on up and a selection of courses on Ukrainian culture) have been popular with our program students. Every year between three and five students have participated in these programs, which are coordinated nationally on the Canadian side through Dalhousie University and the University of Manitoba, respectively. It should be noted that we have not sent students to Ukraine since the current crisis began—but we hope to be able to do so again soon. These programs contribute to internationalization and experiential aspects of the proposed Slavic Studies Honours program.

7.4 Distribution of Slavic Studies Programs in Canada

According to the website of the Canadian Association of Slavists, there are 19 universities offering undergraduate programs in Slavic Studies across Canada, of these 4 offer Master's level instruction: McGill, University of Toronto, University of Manitoba, and University of Alberta. With our new Slavic Studies graduate stream, UVic is well-situated to recruit students graduating from undergraduate programs across the country, but in particular in Western Canada, where there is a unique niche for Slavic Studies at the graduate level.

There are no Slavic MA programs, aside from the program UVic has been offering by special arrangement, among the three major universities in British Columbia. Following a recent period of retrenchment, the University of Alberta no longer offers a discrete Slavic Studies MA, but rather an MA in Modern Languages and Cultural Studies. This leaves UVic positioned to be the only established and growing Slavic MA program in western Canada. The major MA programs in Slavic Studies in Canada tend to be housed at research universities, and the creation of a regularized MA at UVic is expected to enhance the research profile of the Department and of the University as a whole.

Adding an undergraduate Honours program is a good move for the University of Victoria because it sends a signal that we integrate teaching and research at all levels. It prepares our students well for future graduate studies and leads them to a range of other educational and career options.

APPENDIX A: Slavic Studies Curriculum Design

Core Courses in Slavic Studies	Language Courses	Cultural Studies Courses
<p>SLST 100: Introduction to Russian Society and Culture</p> <p>SLST 160: The Culture of the Russian Revolution ↓</p>	<p>SLST 101: Beginning Russian 1</p> <p>SLST 102: Beginning Russian 2</p> <p>SLST 111: Beginning Ukrainian 1</p> <p>SLST 112: Beginning Ukrainian 2 ↓</p>	<p>SLST 180: Magic and the Fairy Tale World</p>
	<p>SLST 201: Intermediate Russian 1</p> <p>SLST 202: Intermediate Russian 2</p> <p>SLST 203: Pronunciation and Colloquial Russian ↓</p>	<p>SLST 210: Special Topics ↓</p>
<p>SLST 300: Slavic Cultural Studies</p>	<p>SLST 301: Advanced Russian</p> <p>SLST 303: Popular Culture (in Russian)</p>	<p>SLST 361: Major Figures of Russian Culture and History</p> <p>SLST 361: Imperial Russia, 1689-1917</p> <p>SLST 362: The Soviet Union and Its Successor States 1917-2000</p> <p>SLST 363: Modern Ukraine and the Russian-Ukrainian Conflict</p> <p>SLST 364: Eastern Europe through Western Eyes</p> <p>SLST 365: Stalinism ↓</p>
<p>SLST 499: Honours Graduating Essay</p>	<p>SLST 401: Advanced Russian Practice</p> <p>SLST 403: Topics in Russian Culture, Literature, Film (in Russian) ↓</p>	<p>SLST 410: Special Topics</p> <p>SLST 450: Cold War on Film</p> <p>SLST 451: Stalinist Cinema</p> <p>SLST 452: Fantasy and Science Fiction in Russia</p> <p>SLST 460: History and Memory in Eastern European Cultures</p> <p>SLST 461: Putin's Russia</p> <p>SLST 480: Tolstoy and the Age of Anna Karenina</p> <p>SLST 481: Existence and Anxiety in Dostoevsky</p>
<p>One of SLST 100 or SLST 160 as well as SLST 300 required for a minor, major, or Honours program. SLST 499 is also required for an Honours.</p>	<p>One of SLST 301 or SLST 303 required for a minor; two of SLST 301, 303, 401, or 403 required for a major or Honours.</p>	<p>7.5 units of lower-level courses and 9 units upper-level courses (including core courses) required for a minor.</p> <p>7.5 units of lower-level courses and 15 units upper-level courses (including core courses) required for a major.</p> <p>7.5 units of lower-level courses and 21 units upper-level courses (including core courses) required for an Honours.</p>

APPENDIX B: Courses in Slavic Studies (Fall 2012-Spring 2016)

2012-13	2013-14	2014-15	2015-16
SLST 100 Introduction to Russian Society and Culture	SLST 101 Beginning Russian I	SLST 100 A01 Introduction to Russian Society and Culture	SLST 101 A01 F Beginning Russian I
SLST 101 Beginning Russian I	SLST 101 Beginning Russian I	SLST 101 A01 Beginning Russian I	SLST 101 A01 S Beginning Russian I
SLST 101 Beginning Russian I	SLST 101 Beginning Russian I	SLST 101 A01 Beginning Russian I	SLST 102 A01 Beginning Russian II
SLST 101 Beginning Russian I	SLST 102 Beginning Russian II	SLST 102 A01 Beginning Russian II	SLST 111 A01 Beginning Ukrainian I
SLST 102 Beginning Russian II	SLST 111 Beginning Ukrainian I	SLST 111 A01 Beginning Ukrainian I	SLST 160 A01 The Culture of the Russian Revolution
SLST 111 Beginning Ukrainian I	SLST 160 The Culture of the Russian Revolution	SLST 201 A01 Intermediate Russian I	SLST 201 A01 Intermediate Russian I
SLST 201 Intermediate Russian I	SLST 201 Intermediate Russian I	SLST 202 A01 Intermediate Russian II	SLST 202 A01 Intermediate Russian II
SLST 202 Intermediate Russian II	SLST 202 Intermediate Russian II	SLST 262 A01 Stalinism: Society and Culture	SLST 203 A01 Pronunciation and Colloquial Russian
SLST 203 Pronunciation and Colloquial Russian	SLST 203 Pronunciation and Colloquial Russian	SLST 303 A01 Russian Popular Culture (in Russian)	SLST 300 A01 Cultural Studies
SLST 301 Advanced Russian	SLST 301 Advanced Russian	SLST 360 A01 Major Figures of Russian Culture and History	SLST 301 A01 Advanced Russian
SLST 303 Russian Popular Culture (in Russian)	SLST 361 Imperial Russia, 1689-1917	SLST 364 A01 Eastern Europe through Western Eyes	SLST 363 A01 Modern Ukraine and the Russian-Ukrainian Conflict
SLST 360 Major Figures of Russian Culture and History	SLST 364 Eastern Europe Through Western Eyes	SLST 401 A01 Advanced Russian Practice (in Russian)	SLST 364 Eastern Europe Through Western Eyes
SLST 362 The Soviet Union and its Successor States, 1917-2000	SLST 403 Topics in Russian Culture, Literature, Film (in Russian)	SLST 410 Special Topics: Putin's Russia	SLST 403 Topics in Russian Culture, Literature, Film (in Russian)
SLST 363 Modern Ukraine	SLST 410 Special Topics	SLST 410 X HSTR 340 A01 Special Topics: The Eastern Front in World Wars I and II	SLST 410 A01 Putin's Russia
SLST 364 Eastern Europe Through Western Eyes	SLST 450 Cold War on Film	SLST 452 A01 Fantasy and Science Fiction in Russia	SLST 450 A01 Cold War on Film
SLST 401 Advanced Russian Practice	SLST 451 Stalinist Cinema	SLST 460 A01 History and Memory in Eastern European Cultures	SLST 451 Stalinist Cinema
SLST 450 Cold War on Film	SLST 452 Fantasy and Science Fiction in Russia	SLST 462 A01 Fairy Tale World	SLST 480 A01 Tolstoy and the Age of Anna Karenina
SLST 451 Stalinist Cinema	SLST 460 History and Memory in Eastern European Cultures	SLST 481 A01 Existence and Anxiety in Dostoevsky	
SLST 481 Existence and Anxiety in Dostoevsky	SLST 480 Tolstoy and the Age of Anna Karenina		



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

FOR DECISION

November 12, 2015

To: Operations and Facilities Committee

From: Valerie S. Kuehne
Vice-President Academic and Provost

A handwritten signature in blue ink that reads "Valerie S. Kuehne".

cc: President and Vice-Chancellor

Meeting Date: November 23, 2015

Subject: Proposal for Certificate in General Studies

Basis for Jurisdiction: University Act, Section 27 (i)
Senate Committee on Planning terms of reference
Senate

Strategic Relevance: The University's success is dependent on the ability to provide rich, relevant and diverse quality programs that demonstrate societal need and value, meet student demand and faculty expertise. This proposal aligns with our strategic objective of providing broad range of flexible course delivery options to increase access to higher education (objective 15 of the strategic plan) and also supports lifelong learning (see objective 24).

Previous Consultation: At its meeting on October 8, 2015, Senate Committee on Planning meeting approved the attached proposal for review by Senate.

At its meeting on November 6, 2015, Senate recommended that the Board of Governors approve the attached proposal.

Recommendation:

THAT the Operations and Facilities Committee recommend to the Board of Governors that the Board of Governors approve the Proposal for a Certificate in General Studies effective immediately.

Background:

Resource Plan for University of Victoria, Board of Governors

1. Overview/nature of the academic program

The proposed non-credit Certificate in General Studies is designed to address unique learning needs of students by providing them with a framework to customize their learning program through the selection of individual courses from a cross-section of existing non-credit certificate and diploma programs offered by the Division of Continuing Studies. Students identify their learning objectives and determine, in consultation with program staff, the courses that will enable them to meet those objectives. The framework would allow students to select courses (online and/or in-class) from a variety of disciplines in order to update competencies, learn new skills, explore new career fields or add to professional expertise. The formal program would be documented through a learning contract prepared by the student and approved by the Division. Students who complete all program requirements would be awarded a University of Victoria Certificate in General Studies.

2. Alignment with the university's mission and strategic plan

The proposed certificate program aligns well with the objectives articulated in the UVic Strategic Plan. Of particular note is objective 24 and some of the key strategies identified within that objective.

Objective 24: To support lifelong learning by increasing continuing education opportunities for on-campus and online adult and part-time learners.

Key strategies:

24a) develop and deliver programming in diverse disciplines to support the personal and professional development needs of individuals and communities in the region and, in areas of unique strength, address national and international continuing education needs.

24b) develop expanded opportunities to deliver new and existing academic programs for lifelong learners.

3. Senate/academic considerations

The program will be open to any student who can demonstrate admissibility to Division of Continuing Studies non-credit programs. All evaluation activities, grading, and academic performance expectations will be consistent with the policies and standards for evaluation of student course work within the Division and/or the relevant department. Academic units would be involved in cases where courses are offered in credit and non-credit sections, although the students would only be taking the courses as non-credit students. The proposed program would provide a University of Victoria non-credit certificate to students

completing between a minimum of 10.5 units and a maximum of 15 units (University Policy AC1135 Policy for the Establishment of Certificate and Diploma Programs).

4. Demand and availability

Given the mobility of today's workforce and the ever-changing nature of work, a program that a student starts may not be relevant to their work demands if they change jobs or employers during the course of the certificate or diploma. A Certificate in General Studies can respond to this situation by enabling students to redirect their learning objectives.

The intended audience is a similar demographic to the students registered in other Division programs (majority are female, based in BC, approximately 33% have bachelor's degrees, 19% have Master's degrees, majority are employed full time – DCS Student Survey 2010).

We expect that 10-15 students will seek to enroll in this certificate on an annual basis. In the first year we would also approach students who had not completed their other certificates to determine if this more customized certificate could entice them back to complete a credential.

5. Resource implications (including resource plan, revenue and expenditure implications)

An existing Program Coordinator would be assigned to this program (.1 FTE). No additional instructors or library resources would be required as the program relies entirely on existing courses.

6. Other relevant factors (including impact and outcomes)

The specific learning outcomes from the Certificate in General Studies will depend on the learning objectives the student articulates in their learning contract. So, while all Division of Continuing Studies courses have learning outcomes, the certificate outcomes will be individualized.

This program would provide an opportunity for those students who are unable or unwilling to complete a certificate because of a change in job duties or interests, to receive some credit for what they have already completed while supplementing it with new learning.

This program would also provide a vehicle for the Division to assess demand in new and emerging areas. The manner in which students choose to "package" their courses can provide an indication of programs the Division might start to develop in the future.

Attachment(s): Proposal for Certificate in General Studies submitted to Senate November 6, 2015.



University
of Victoria

Associate Vice-President Academic Planning

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MEMO

Date: October 21, 2015
To: The Secretary of the Senate
From: Dr. Catherine Mateer, Chair, Senate Committee on Planning
Re: **Proposal for Certificate in General Studies**

At its meeting of 8 October 2015, the Senate Committee on Planning discussed and approved the request for a Certificate in General Studies. The following motion is recommended:

That Senate approve and recommend to the Board of Governors that it also approve, subject to funding, the establishment of a Certificate in General Studies, as described in the document "Proposal for a Certificate in General Studies", dated September 22, 2015, and that this approval be withdrawn if the program should not be offered within five years of the granting of approval.

:mam

Committee Membership:

Dr. Catherine Mateer, Chair
Ms. Lauren Charlton
Dr. Stan Dosso
Mr. Alexander Kovalchuk
Dr. Reuven Gordon
Ms. Carrie Andersen
Dr. David Castle
Dr. Maureen MacDonald
Dr. Jason Colby
Dr. Merwan Engineer
Dr. Patrick Nahirney
Ms. Jessica Gelowsky, Secretary

Dr. Valerie S. Kuehne
Dr. Sang Nam
Dr. Catherine McGregor
Dr. Victoria Wyatt
Dr. Anne Bruce
Dr. Ann Stahl
Mr. Philip Schrod
Dr. Andrea Giles
Dr. Stephen Evans
Ms. Gillian Calder
Dr. Ralf St. Clair

Cover Page for Senate Committee on Planning

Title of proposal:	Division of Continuing Studies: Certificate in General Studies
Contact Name and Number:	Nancy Moudahi 250-893-8354 uvcsasst@uvic.ca
Approved by DCS Executive Council:	September 21, 2015
Pending Approval by Senate Committee on Continuing Studies:	October 7, 2015
Date approved by Graduate Studies: (if applicable)	N/A
Date submitted:	September 22, 2015

**PROPOSAL TO
THE UNIVERSITY OF VICTORIA**

Certificate in General Studies

SEPTEMBER 22, 2015

Prepared in accordance with Policy AC1135, *Policy for the Establishment of Certificate and Diploma Programs*

EXECUTIVE SUMMARY

Certificate and diploma programs within the Division of Continuing Studies at the University of Victoria are designed to meet the needs of many of our adult learners seeking professional development opportunities. However, there are those students whose professional and career goals do not match precisely with the variety of programs we currently offer. Therefore, we are proposing the introduction of a certificate program that allows students to select individual courses from a cross-section of existing certificate and diploma programs.

The proposed certificate will be offered within the Division of Continuing Studies.

PROGRAM PROPOSAL

1. PROGRAM IDENTIFICATION

1.1 Name of Program

Certificate in General Studies

1.2 Academic Units

This will be a non-credit certificate and will be offered through the Division of Continuing Studies. Academic units would be involved if some courses are offered in credit and non-credit sections. In this case, the academic leader for the credit courses is the relevant department/ faculty (e.g. Fine Arts, Humanities, School of Environmental Studies, to name a few)

1.3 Anticipated Program Start Date

January, 2016

1.4 Contact Persons

Richard Rush

Director of Community & Professional Programs

Phone 250-721-8472

rushr@uvic.ca

2. HISTORY AND CONTEXT OF THE PROGRAM

This program is designed to address unique learning needs of individual or small groups of students by providing them with a framework to customize their learning program within the Division of Continuing Studies. While the certificate programs, as presently constituted, provide an opportunity for structured learning within a variety of subject areas, there is virtually no ability to recognize learning that crosses disciplines. Furthermore, there are students whose professional and career goals do not match precisely with the programs we currently offer. The proposed program would provide a University of Victoria non-credit certificate to students completing between a minimum of 10.5 units and a maximum of 15 units (University Policy AC1135 Policy for the Establishment of Certificate and Diploma Programs).

The proposed certificate program is modelled after a similar program at the University of Manitoba (Certificate in Interdisciplinary Studies) which was based on a program offered by San Jose State University. Over and above the value to individual students to direct their own learning, the format enabled the unit to identify new certificates to be offered and to generate inquiries that could be directed to other programs.

The distinct format of placing the broad learning objectives in the hands of the learner provides greater flexibility and can enhance access to the courses offered by the Division. In most programs, the Division determines the set of courses (both required and electives) that are needed to meet the specific program objectives. In this program, the students identify their learning objectives so should be able to determine, in consultation with program staff, the courses that will enable them to meet their objectives. The framework would allow students to select courses from a variety of disciplines in order to update competencies, learn new skills, explore new career fields or add to professional expertise. The formal program would be documented through a learning contract prepared by the student and approved by the Division prior to entering the program.

Those students who complete all program requirements would be awarded a University of Victoria Certificate in General Studies.

3. AIMS, GOALS AND OBJECTIVES

The objective of the Certificate in General Studies is to provide students with a framework to pursue interdisciplinary studies within the Division of Continuing Studies. It is intended to provide substantial flexibility and maximum control to the student in designing the learning objectives and the course of study.

A secondary objective is to provide an opportunity for those students who are unable or unwilling to complete a certificate because they have had a change in job duties or interests, to receive some credit

for what they have already completed while supplementing it with new learning. The Certificate in General Studies is not intended to duplicate or modify existing certificates or provide an avenue for students to avoid undesirable courses in existing certificate programs.

A third objective is for the program to provide a vehicle for assessing demand in new and emerging areas. The manner in which students choose to “package” their courses can provide an indication of programs the Division might start to develop in the future.

3.1 Anticipated Contribution to University of Victoria Strategic Plans

The proposed certificate program aligns well with the objectives articulated in the UVic Strategic Plan. Of particular note is objective 24 and some of the key strategies identified within that objective.

Objective 24: *To support lifelong learning by increasing continuing education opportunities for on-campus and online adult and part-time learners.*

Key strategies:

24a) develop and deliver programming in diverse disciplines to support the personal and professional development needs of individuals and communities in the region and, in areas of unique strength, address national and international continuing education needs.

24b) develop expanded opportunities to deliver new and existing academic programs for lifelong learners.

3.2 Target audience, student and labour market demand:

The intended audience for the Certificate in General Studies is a similar demographic to the students registered in other Division programs (majority are female, based in BC, approximately 33% have bachelor’s degrees, 19% have Master’s degrees, majority are employed full time – DCS Student Survey 2010). It is designed for students with clear, albeit interdisciplinary interests.

Career focused learners within the Division are seeking career advancement or an enhancement to existing job skills. Given the mobility of today’s workforce, a program that a student starts may not be relevant to their work demands if they change jobs or employers during the course of the certificate or diploma. A Certificate in General Studies can respond to this situation by enabling students to redirect their learning objectives in a manner that befits their circumstances.

4. ADMISSION REQUIREMENTS AND PROCEDURES

This program will be open to any student who can demonstrate admissibility to Division non-credit programs. Graduation from secondary school is normally required. Mature applicants who do not meet this requirement may be considered on the basis of previous academic or work experience. Students would be required to meet pre-requisites for any courses that they wish to include in their program of study.

5. FACULTY COMPLEMENT AND ADVISORY SUPPORTS

Division programs are taught by sessional instructors, often with industry experience and/or UVic faculty. No additional instructors would be required for this program as it relies entirely on existing courses.

A Program Coordinator would be assigned to this program (in the same manner all existing programs have the oversight of a Program Coordinator) to provide guidance to students in the program and to work with them to identify appropriate courses to meet their learning objectives.

As with other Division programs, an Advisory Committee will be created – typically including members that represent former/current Division students, instructors, academic partners and Division staff. This committee would meet 1-2 times annually or as required to provide oversight to the delivery of the program.

6. CURRICULUM DESIGN

Pursuant to Policy AC1135, *Policy for the Establishment of Certificate and Diploma Programs*

A certificate program must have a minimum of 10.5 units and a maximum of 15 units of instruction. This typically equates to a minimum of 7 courses and a maximum of 10 courses. As noted previously, the program allows each student to select the content of their program based on one or more program objectives. Students identify their learning objectives and, in consultation with program staff, determine the courses that will enable them to meet their objectives. This framework would enable students to select courses from a variety of disciplines in order to update competencies, learn new skills or add to their professional expertise.

The listing of eligible courses is attached in Appendix 1. All of these courses would be taken as non-credit courses and all currently exist within a credential already approved by the University of Victoria Senate and Board of Governors.

6.1 Delivery methods:

Courses are available either through in-class or online education format, depending on which courses the student elects to take.

6.2 Policies on student evaluation:

As is the case with existing certificates and diplomas in the Division, students will be evaluated through a mix of assignments and participatory activities that support their mastery of course content. All evaluation activities, grading, and academic performance expectations will be consistent with the policies and standards for evaluation of student course work within the Division and/or the relevant department. Students will be expected to fully participate in course offerings, behave and work to

professional standards, and engage with and submit assignments in timely ways.

7. ENROLMENT PLAN

It is expected that there would be 10-15 students seeking to enroll in this certificate on an annual basis.

In the first year we would also approach students who had not completed their other certificates to determine if this more customized certificate could entice them back to complete a credential.

8. PROGRAM EVALUATION

The effectiveness of individual courses within the Certificate in General Studies program will be gauged by student performance in course assignments and other activities, and by evaluations of student experience as documented in the Course Experience Survey. The outcomes of these forms of evaluation will be reviewed by the program steering committee and will inform subsequent course design and delivery.

9. RELATED PROGRAMS AT UVIC OR IN BRITISH COLUMBIA INSTITUTIONS

Thompson Rivers University (TRU) – Open Learning offers a certificate, diploma and degree in General Studies. The certificate accepts an array of college and/or university courses for credit but requires that at least 6 credits of 30 must be obtained through TRU for the certificate. (9 of 60 for the diploma and 15 of 120 for the degree).

APPENDICES

- 1. Eligible Courses**
- 2. Draft Learning Contract**
- 3. Recruitment and marketing plan**
- 4. ~~Xkdkw'kf gz~~**

APPENDIX A –ELIGIBLE COURSES

Certificate in General Studies

Course #	Course Name	Certificate/Diploma	# of Units
CS 101	Introduction to Canadian Culture	Canadian Studies Diploma	1.5
CS 102	Introduction to Canadian Contemporary Issues	Canadian Studies Diploma	1.5
CS 200	Topics in Canadian Studies	Canadian Studies Diploma	1.5
CS 201	Issues and Ideas in Canadian Environmentalism	Canadian Studies Diploma	1.5
PHDA 01	Working with Administrative Data	Population Health Data PSC	1.5
PHDA 02	Epidemiological Statistics	Population Health Data PSC	1.5
PHDA 03	GIS and Population Health	Population Health Data PSC	1.5
PHDA 04	Spatial Epidemiology and Outbreak Detection	Population Health Data PSC	1.5
PHDA 05	Longitudinal Analysis and Multi-level Modeling of Population Health Data	Population Health Data PSC	1.5
PHDA 06	Health Services Program Monitoring and Evaluation	Population Health Data PSC	1.5
FLDP 100	French Language Diploma Program Level 1 *	French Language Diploma	1.5
FLDP 200	French Language Diploma Program Level 2 *	French Language Diploma	1.5
FLDP 300	French Language Diploma Program Level 3 *	French Language Diploma	1.5
FLDP 400	French Language Diploma Program Level 4 *	French Language Diploma	1.5
FLDP 500	French Language Diploma Program Level 5 *	French Language Diploma	1.5
<i>(*With Instructor Approval)</i>			
EDCI475	Principles of Teaching French Immersion	Teaching French Immersion PSC	1.5
EDCI476	Organization and Instruction in French Immersion	Teaching French Immersion PSC	1.5
EDCI477	Designs for Learning	Teaching French Immersion PSC	1.5
FRAN 475	FRAN 475	Teaching French Immersion PSC	1.5
EDCA004	Facilitating Dream Teams in the Workplace	Certificate in Adult & Continuing Education	0.75
EDCA015	Constructing Change through Creative Goal Setting	Certificate in Adult & Continuing Education	0.75
EDCA031	Effective Coaching for Learning in the Workplace	Certificate in Adult & Continuing Education	0.75
EDCA040	Instructional Techniques Workshop	Certificate in Adult & Continuing Education	0.75
EDCA042	Advanced Facilitation Skills: Engaging Groups	Certificate in Adult & Continuing Education	0.75
EDCA053	Appreciative Inquiry	Certificate in Adult & Continuing Education	0.75
EDCA069	Cracking Through to Creativity	Certificate in Adult & Continuing Education	0.75
EDCA075	Project Management for Educators and Trainers	Certificate in Adult & Continuing Education	0.75
EDCA086	Dynamic Presentation Skills: A Public Speaking and Presentation Skills Workshop	Certificate in Adult & Continuing Education	0.75
EDCA094	Planning Program Evaluation	Certificate in Adult & Continuing Education	1.5
EDCA097	Discovering Our Many Intelligences	Certificate in Adult & Continuing Education	0.75
EDCA100	Program Planning in Adult Education	Certificate in Adult & Continuing Education	1.5
EDCA110	Training and Development	Certificate in Adult & Continuing Education	1.5
EDCA112	Strategies and Tools for Teaching Adults Online	Certificate in Adult & Continuing Education	1.5
EDCA113	Workplace Learning Across the Generations	Certificate in Adult & Continuing Education	0.75
EDCA115	Assessment and Evaluation in Adult Learning	Certificate in Adult & Continuing Education	1.5
EDCA116	e-Learning: Design and Development	Certificate in Adult & Continuing Education	1.5

EDCA117	Blended Learning in the Workplace	Certificate in Adult & Continuing Education	1.5
EDCA200	Foundations of Adult Education	Certificate in Adult & Continuing Education	1.5
EDCA210	Organizational Change through Transformative Learning	Certificate in Adult & Continuing Education	1.5
EDCA300	Facilitating Adult Learning	Certificate in Adult & Continuing Education	1.5
EDCA400	Adult Learning & Development	Certificate in Adult & Continuing Education	1.5
EDCA401	Instructional Design in Adult Education	Certificate in Adult & Continuing Education	1.5
EDCW006	Improving Performance through Learning Transfer	Certificate in Adult & Continuing Education	1.5
ECSW114	Training Needs Assessment	Certificate in Adult & Continuing Education	1.5
ER 501	Design Principles for Natural Processes	Ecological Restoration PSC	1.5
ER 502	Ecosystem Design through Propagation of Native Plants	Ecological Restoration PSC	1.5
ER 503	Restoration Ecology	Ecological Restoration PSC	1.5
ER 504	Invasive Species and Novel Ecosystems	Ecological Restoration PSC	1.5
ER 311	Principles & Concepts of Ecological Restoration	Restoration of Natural Systems Certificate and Diploma	1.5
ER 312A	Field Study in Ecological Restoration I	Restoration of Natural Systems Certificate and Diploma	1.5
ER 312B	Field Study in Ecological Restoration II	Restoration of Natural Systems Certificate and Diploma	1.5
ER 313	Biodiversity & Conservation Biology	Restoration of Natural Systems Certificate and Diploma	1.5
ER 314	Ethical, Legal, and Policy Aspects of Environmental Restoration	Restoration of Natural Systems Certificate and Diploma	1.5
ER 325	Ecosystems of British Columbia, Canada and the World	Restoration of Natural Systems Certificate and Diploma	1.5
ER 326	Traditional Systems of Land and Resource Management	Restoration of Natural Systems Certificate and Diploma	1.5
ER 327	Ecorestoration Strategies: Case Studies	Restoration of Natural Systems Certificate and Diploma	1.5
ER 328	Forest Restoration and Sustainable Forestry	Restoration of Natural Systems Certificate and Diploma	1.5
ER 329	Mining Reclamation	Restoration of Natural Systems Certificate and Diploma	1.5
ER 331	Urban Restoration and Sustainable Agricultural Systems	Restoration of Natural Systems Certificate and Diploma	1.5
ER 332	Selection and Propagation of Native Plants	Restoration of Natural Systems Certificate and Diploma	1.5
ER 334	Soil Conservation and Restoration	Restoration of Natural Systems Certificate and Diploma	1.5
ER 335A	Restoration of Freshwater Aquatic Systems	Restoration of Natural Systems Certificate and Diploma	1.5
ER 335B	Restoration of Marine Aquatic Systems	Restoration of Natural Systems Certificate and Diploma	1.5
ER 336	Communication and Dispute Resolution in Restoration of Natural Systems	Restoration of Natural Systems Certificate and Diploma	1.5
ER 338	Special Topics in Environmental Restoration	Restoration of Natural Systems Certificate and Diploma	1.5
ER 352	Non-Timber Forest Management and Sustainable Use by Major Forest Zones in BC	Restoration of Natural Systems Certificate and Diploma	1.5
ER 390	Environmental Restoration Project	Restoration of Natural Systems Certificate and Diploma	1.5
ER 400	Seminar in Environmental Restoration	Restoration of Natural Systems Certificate and Diploma	1.5
ER 411	Advanced Principles & Concepts of Ecological Restoration	Restoration of Natural Systems Certificate and Diploma	1.5
HA 486A	Museum Principles and Practices I	Diploma in Cultural Resource Management	1.5
HA 486B	Museum Principles and Practices II	Diploma in Cultural Resource Management	1.5
HA 487A	Heritage Resource Management	Diploma in Cultural Resource Management	1.5
HA 488A	Managing Cultural Organizations	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA488B	Collections Management	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA488C	Communicating Through Exhibitions	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA488D	Caring for Museum Collections	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA 488G	Public Programing	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA488H	Topics in Museum Studies	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA 488J	Curatorship	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA 488K	Exhibition Design and Installation	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA488M	Topics in Cultural Management	Diploma in Cultural Resource Management; Collections Management PSC	1.5

HA488N	Museum Information Management	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA488P	Human Resource Management in Cultural Organizations	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA 488Q	Financial Management	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA488R	Planning in Cultural Organizations	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA488S	Building Community Relationships	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA488T	Leadership in Cultural Organizations	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA488U	Managing Archival Collections	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA488V	Museums as Learning Environments	Diploma in Cultural Resource Management; Collections Management PSC	1.5
HA 489A	Heritage Area Conservation	Diploma in Cultural Resource Management	1.5
HA489C	Determining Significance of Heritage Resources	Diploma in Cultural Resource Management	1.5
HA 489D	Studies in Building Conservation	Diploma in Cultural Resource Management	1.5
HA 489E	Topics in Heritage Conservation	Diploma in Cultural Resource Management	1.5
HA 489G	Cultural Landscapes	Diploma in Cultural Resource Management	1.5
HA 489H	Cultural Tourism	Diploma in Cultural Resource Management	1.5
HA 489J	Conserving Historic Structures	Diploma in Cultural Resource Management	1.5
HA489K	Heritage Conservation in Context	Diploma in Cultural Resource Management	1.5
HA489L	Heritage Conservation Planning	Diploma in Cultural Resource Management	1.5
IET 420	Topics in Intercultural Education	Intercultural Education Diploma	1.5
IET 430	Facilitating Intercultural Relationships	Intercultural Education Diploma	1.5
EDTE 101	Profess Specialization: Teaching English as a Foreign Language (F2F *available only in cohorts)	Teaching English as a Foreign Language Professional Specialization Certificate	2.25
BMBA100	Business Administration	Certificate or Diploma in Business Administration	1.5
BMBA160	Applied Communications Concepts	Certificate or Diploma in Business Administration	1.5
BMBA440	Business Ethics	Certificate or Diploma in Business Administration	1.5
BMBA110	Business Writing and Presentation Skills	Certificate or Diploma in Business Administration	1.5
BMBA300	Business Law	Certificate or Diploma in Business Administration	1.5
BMBA230	Economics	Certificate or Diploma in Business Administration	1.5
BMBA210	Employment Law and Labour Relations	Certificate or Diploma in Business Administration	1.5
BMBA360	Finance	Certificate or Diploma in Business Administration	1.5
BMBA140	Financial Accounting	Certificate or Diploma in Business Administration	1.5
BMBA150	Human Resource Management	Certificate or Diploma in Business Administration	1.5
TECB402	Human Side of Information Systems	Certificate or Diploma in Business Administration	1.5
BMBA430	International Business	Certificate or Diploma in Business Administration	1.5
BMBA120	Interpersonal Business Communications	Certificate or Diploma in Business Administration	1.5
BMBA220	Management Accounting	Certificate or Diploma in Business Administration	1.5
BMBA115	Management Communication	Certificate or Diploma in Business Administration	1.5
BMBA200	Management Computing	Certificate or Diploma in Business Administration	1.5
TECJ100	OR Computing Concepts	Certificate or Diploma in Business Administration	1.5
BMBA310	Management Consulting	Certificate or Diploma in Business Administration	1.5
BMBA250	Management Practices	Certificate or Diploma in Business Administration	1.5
BMBA420	Managing Change (Selected Management Topics)	Certificate or Diploma in Business Administration	1.5
BMBA240	Marketing	Certificate or Diploma in Business Administration	1.5
BMBA330	Marketing Communications	Certificate or Diploma in Business Administration	1.5
BMBA340	Marketing Management	Certificate or Diploma in Business Administration	1.5
BMBA320	Negotiation Skills	Certificate or Diploma in Business Administration	1.5
BMBA260	Operations Management	Certificate or Diploma in Business Administration	1.5

BMBA130	Organizational Behaviour	Certificate or Diploma in Business Administration	1.5
BMBA270	Professional Sales Skills	Certificate or Diploma in Business Administration	1.5
TECJ410	Project Management	Certificate or Diploma in Business Administration	1.5
BMBA275	Sales Management	Certificate or Diploma in Business Administration	1.5
BMBA290	Small Business Management	Certificate or Diploma in Business Administration	1.5
BMBA450	Social Marketing and E-Cpmmerce	Certificate or Diploma in Business Administration	1.5
BMBA410	Strategic Leadership	Certificate or Diploma in Business Administration	1.5
BMBA400	Strategic Management	Certificate or Diploma in Business Administration	1.5
BMBA460	Strategy Execution	Certificate or Diploma in Business Administration	1.5
TECJ100)	Computing Concepts	Computer Based Information Systems	1.5
TECJ432)	Database Concepts	Computer Based Information Systems	1.5
TECJ420)	Networks and Network Management	Computer Based Information Systems	1.5
TECB401)	System Analysis and Design	Computer Based Information Systems	1.5
TECB402)	Human Side of Information Systems	Computer Based Information Systems	1.5
TECJ425)	IT Security	Computer Based Information Systems	1.5
TECJ230)	Web Design and Management I	Computer Based Information Systems	1.5
TECJ340)	Web Design and Management II	Computer Based Information Systems	1.5
TECJ315)	Relational Database Application Systems	Computer Based Information Systems	1.5
TECJ320)	Database Application Development	Computer Based Information Systems	1.5
TECJ460)	Programming with Java	Computer Based Information Systems	1.5
(TETS461)	Digital Identity Management: Concepts and Technologies (.05 elective)	Computer Based Information Systems	0.75
HPPR 401	Public Relations Theory and Practice	Public Relations Diploma	1.5
HPPR 402	Effective Communication Tools	Public Relations Diploma	1.5
HPPR 403	Communication Planning	Public Relations Diploma	1.5
HPPR 404	Research and Evaluation	Public Relations Diploma	1.5
HPPR 405	Writing for Public Relations	Public Relations Diploma	1.5
HPPR 407	Evolution of Public Relations	Public Relations Diploma	1.5
HPPR 408	Case Studies in Public Relations	Public Relations Diploma	1.5
HPPR 406	Managing the Public Relations Function	Public Relations Diploma	1.5
HPPR 428	Ethics and Public Relations	Public Relations Diploma	1.5
HPPR 433	Media Relations	Public Relations Diploma	1.5
HPPR450	Social Media for Public Relations	Public Relations Diploma	1.5
HPEO401	Occupation and Environmental Health Law	Certificate in Environmental and Occupational Health	1.5
HPEO403	Risk Management Perfection & Communication	Certificate in Environmental and Occupational Health	1.5
HPEO404	Human Health Risk Assessment	Certificate in Environmental and Occupational Health	1.5
HPEO405	Ergonomics	Certificate in Environmental and Occupational Health	1.5
HPEO406	Epidemiology	Certificate in Environmental and Occupational Health	1.5
HPEO407	Hazardous Waste Management	Certificate in Environmental and Occupational Health	1.5
HPEO408	Occupation Health Hazards	Certificate in Environmental and Occupational Health	1.5
HPEO409	Environemntal Health Economics	Certificate in Environmental and Occupational Health	1.5
HPEO411	Health Protection Technology	Certificate in Environmental and Occupational Health	1.5
LING 180A	Dynamics of Indigenous Language Shift	Aboriginal Language Revitalization Certificate	1.5
LING 180B	Issues, Principles & Practices in Language Revitalization	Aboriginal Language Revitalization Certificate	1.5
LING 181	Introductory Linguistics for Language Revitalization	Aboriginal Language Revitalization Certificate	1.5
LING 182	Language Learning, Language Revitalization and Social Action	Aboriginal Language Revitalization Certificate	1.5

LING 183A	Field Methods for Language Preservation & Revitalization: Documentation & Recording	Aboriginal Language Revitalization Certificate	1.5
LING 183B	Field Methods in Language Preservation and Revitalization: Project Development	Aboriginal Language Revitalization Certificate	1.5
LING 159	LING 459 Indigenous Language Levels 1 -4	Aboriginal Language Revitalization Certificate	1.5
LING 159	458 Indigenous language Mentorship Levels 1 -4	Aboriginal Language Revitalization Certificate	1.5
LING 184	Indigenous Language Materials Development	Aboriginal Language Revitalization Certificate	1.5
LING 185	Indigenous Language Revitalization Practicum	Aboriginal Language Revitalization Certificate	1.5 or 3
LING 186	Language in Indigenous Culture	Aboriginal Language Revitalization Certificate	1.5
LING 187	Special Topics in Language Revitalization	Aboriginal Language Revitalization Certificate	1.5
LING 379	Language and Land	Aboriginal Language Revitalization Certificate	1.5
CW 100E	Intro to Creative Writing	Foundations in Indigenous Fine Arts Certificate	3
ART 100E	Studio Foundation	Foundations in Indigenous Fine Arts Certificate	1.5
ART 150E	Introduction to Art Theory	Foundations in Indigenous Fine Arts Certificate	1.5
CW 150E	Writing for Children from a First Nations Perspective	Foundations in Indigenous Fine Arts Certificate	1.5
CW 155E	Critical Process and World View	Foundations in Indigenous Fine Arts Certificate	1.5
CW 156E	Critical Process, Symbolism and Oral Tradition	Foundations in Indigenous Fine Arts Certificate	1.5
CW 160E	First nations Non Fiction	Foundations in Indigenous Fine Arts Certificate	1.5
CW 212E	Structure in Cinema and Television	Foundations in Indigenous Fine Arts Certificate	1.5
ART 101E	Drawing	Foundations in Indigenous Fine Arts Certificate	1.5
ART 211E	Painting	Foundations in Indigenous Fine Arts Certificate	1.5
ART 221E	Sculpture	Foundations in Indigenous Fine Arts Certificate	1.5
ART 130E	Printmaking	Foundations in Indigenous Fine Arts Certificate	1.5

APPENDIX 2 – DRAFT LEARNING CONTRACT

DCS: Certificate in General Studies Learning Contract

Student Name: _____ Student V#: _____

What are you going to learn? (Objectives)	How are you going to learn it?	Target date for Completion
Itemize what you want to be able to do or know when completed.	Courses to Take	When do you plan to complete each task?

Notes:

I have reviewed and find acceptable the above learning contract

Student Signature: _____ Date: _____

DCS Program Coordinator Signature: _____ Date: _____

APPENDIX 3 – RECRUITMENT AND MARKETING PLAN

Upon approval of the Certificate in General Studies by the Board of Governors, a web site along with print promotional materials will be released to provide prospective students with information on the program, the options available and the admissions and registration procedures. Information about the program will also be available in the Division's Calendar (published two times per year).

As noted previously, efforts will be made to re-engage students who have failed to complete other programs in order to determine if the Certificate in General Studies would be a viable option for them.

APPENDIX 4 – VIABILITY INDEX



Summary

Program:	Certificate in General Studies	Previous Year Course Registrations:	New Program
Inception Date:	Est. January 2016	Previous Year Overall Revenue:	New Program
Review Team:		Previous Year Direct Expenses:	New Program
Review Date:		Previous Year Overall Expenses:	New Program
Credit/Non Credit:	Non Credit	Previous Year Overall Net:	New Program

Factor:	Overall Rating: (Strong/Positive, Moderate, Weak/Negative, None /Unfeasible, N/A)	General Positioning:
1. Alignment	Strong	
2. Value to Communities	Moderate	
3. Academic value to the Students/Clients/Audience	Moderate	
4. Financial	Moderate	
5. Sustainability	Strong	
6. Central Resource Requirements – Start-up	None	
6. Central Resource Requirements – Maintenance	Moderate	
7. Demands on Program Unit(s) Resources	Weak	
8. Ongoing Program Measures	Moderate	

APPENDIX 5 – VIABILITY INDEX

	Factor	Yes	No	Comments and Rationale
1.	<p>Alignment</p> <ul style="list-style-type: none"> a. University b. DCS c. Unit 	<p>✓</p> <p>✓</p> <p>✓</p>		
2.	<p>Value to Communities</p> <ul style="list-style-type: none"> a. Does the program have as its goal the improvement of conditions in the community by, for example: <ul style="list-style-type: none"> - Providing a “train the trainer” model with information flowing back to the community; - addressing the needs or improving conditions of disenfranchised or underserved populations; - focusing on the needs of the collective as well as the individual. b. Has the community or community organizations expressed a need for the program (either as part of a needs analysis, survey or a direct request for programming), and is documented evidence of support such as letters of support), or documented policy or PD changes which require this program content? c. Does the program draw on and build upon expertise which exists in the community thereby supporting and developing community assets? d. Does the program offer unique content which the community wouldn’t be able to access otherwise, or is it offered in a unique format which increases accessibility? e. Will the program develop capacity among community organizations or service providers? 	<p>✓</p> <p>✓</p>		<p>This is a repackaging of existing content – hoping to respond to the interdisciplinary nature of employment.</p>
3.	<p>Academic value to the Students/Clients/Audience</p> <ul style="list-style-type: none"> a. Can program ladder into credit programs? b. Does program have content currency and relevance? e.g. <ul style="list-style-type: none"> - Is there a balance between theory and practice? - Can students receive PLAR credit for coursework and work-related experience they have completed outside the program? - Is there a credentialing or PD requirement for curriculum (industry or government mandated)? - Does curriculum represent advances in the field of study? 	<p>✓</p>	<p>✓</p>	

APPENDIX 5 – VIABILITY INDEX

	<p>c. Does the program have pedagogical currency and relevance? e.g.</p> <ul style="list-style-type: none"> - Is the program founded upon adult learning principles? - Does the program and do the courses have clear learning objectives and do the content and assignments contribute to the achievement of these objectives? - Is technology used appropriate for content, instructor and student needs? <p>d. Does the program include an advisory committee with terms of reference that reflect its degree of involvement in supporting the program?</p> <p>e. Is the program designed to provide students with academic or professional development? e.g.</p> <ul style="list-style-type: none"> - access to or connections with experts in the field - practical application of subject matter which may assist with employability <p>f. Is the program designed to provide students with an opportunity for personal (as opposed to professional) development or transformation</p> <p>g. Do program students have access to advising related to: e.g.</p> <ul style="list-style-type: none"> - Academic matters - Career counselling - Admissions and Funding - Graduation 	<p align="center">✓</p> <p align="center">✓</p> <p align="center">✓</p> <p align="center">✓</p>		
4.	<p>Financial</p> <p>a. Does the program/course contribute a positive net income (after direct and indirect expenses)</p> <p>b. Does the program/course recover development costs within 3 years (direct, indirect, institutional)</p> <p>c. Does the program/course rely on external funding to the Division If yes:</p> <ul style="list-style-type: none"> • Is it one time support • Ongoing <p>d. Can the program sustain ongoing development (and delivery) without external funding</p>	<p align="center">✓</p> <p align="center">✓</p> <p align="center">✓</p> <p align="center">✓</p>	<p align="center">✓</p>	<p>Courses cross multiple program areas – the tuition will stay with the course.</p>

APPENDIX 5 – VIABILITY INDEX

	e. Does the program provide a financial benefit to another DCS program/service area?			
5.	<p>Sustainability</p> <p>a. Is the Life expectancy of the program</p> <p style="padding-left: 20px;">a. Less than or equal to 3 years?</p> <p style="padding-left: 20px;">b. More than 3 years?</p> <p>b. Does the program require substantive curriculum revision more frequently than every 2-3 years to maintain the program?</p> <p>c. Is there a sufficient pool of instructors (skill set, numbers, availability)</p> <p>d. Is there an agreement with external partners that extends throughout the duration of the program (contact person, financial and/or non-financial support, written or verbal)?</p> <p>e. Have program and student evaluations been considered and planned for?</p> <p>f. Does the program/course require space (classroom/office) not currently available?</p>	<p>✓</p> <p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p> <p>✓</p>	<p>> 3 Years - ongoing</p>
6.	<p>Preamble: After considering what central services will be required for this program development and maintenance:</p> <p>Is there staff capacity (person hours, skills) to support the start-up phase of the program/course?</p> <p style="padding-left: 20px;">a. Can Administrative Services support be managed within existing person hours and skill sets?</p> <p style="padding-left: 20px;">b. Can Marketing Services support be managed within existing person hours and skill sets?</p> <p style="padding-left: 20px;">c. Can IT Services support be managed within existing person hours and skill sets?</p> <p style="padding-left: 20px;">d. Can DES support be managed within existing person hours and skill sets?</p> <p>Is there staff capacity (person hours, skills) for the intended duration of the program/course?</p> <p style="padding-left: 20px;">a. Can Administrative Services support be managed within existing person hours and skill sets?</p> <p style="padding-left: 20px;">b. Can Marketing Services support be managed within existing person hours and skill sets?</p>	<p>✓</p> <p>✓</p>	<p>✓</p> <p>✓</p>	<p>Limited additional central services – they are existing courses that are currently supported. It is just more students in existing sections.</p>

APPENDIX 5 – VIABILITY INDEX

	<ul style="list-style-type: none"> c. Can IT Services support be managed within existing person hours and skill sets? d. Can DES support be managed within existing person hours and skill sets? 			
7.	<p>Demands on Program Unit(s) Resources</p> <ul style="list-style-type: none"> a. Does the program unit have sufficient content knowledge and skills to develop and deliver this program? b. Do program staff (Director, Coordinator, Secretary) have time available for each of the following phases: <ul style="list-style-type: none"> i. Phase I: Planning and partnership development; ii. Phase II: Program development, including <ul style="list-style-type: none"> a. curriculum planning/development b. policies and systems development; iii. Phase III: Program/course implementation ; iv. Phase IV: Ongoing administration; v. Phase V: Evaluation and redevelopment. 	✓		
8.	<p>Ongoing Program Measures</p> <p>In considering ongoing regular evaluation of a course or program, has consideration been given to:</p> <ul style="list-style-type: none"> a. Academic value <ul style="list-style-type: none"> i. Student satisfaction (student evaluations) ii. Impact on life/work of students b. Sustainability <ul style="list-style-type: none"> i. Continuance or discontinuance of the course or program ii. If discontinue, what is the teach-out plan c. Regular program evaluation <ul style="list-style-type: none"> i. Annually, biannually, every five years, external or internal? ii. Evaluate future market possibilities and product life cycle iii. Enrollments, finances, student outcomes iv. Demographic profile of student body 	✓		<p>Program will be reviewed after the first year to assess efficiency and effectiveness.</p>



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

FOR DECISION

To: FINANCE COMMITTEE

From: Vice-President Finance and Operations

A handwritten signature in black ink, appearing to read "G. Hill".

cc: President and Vice-Chancellor

Meeting Date: November 24, 2015

Subject: University of Victoria Staff Pension Plan, Amendment No.29

Basis for Jurisdiction: Section 16 of the Staff Pension Plan document empowers the Board of Governors to amend the Plan.

Strategic Relevance:

One of the pillars of the strategic plan is that we will attract and retain a diverse group of exceptionally talented faculty and staff. Part of attracting and retaining faculty and staff is a strong benefits package. Pension is a critical part of any compensation package and as such good governance of the plans is critical. As well, this amendment is required in order to remain in compliance with statutory requirements under provincial law as described below.

Previous Consultation:

University of Victoria Staff Pension Plan Governance Committee
University of Victoria Staff Pension Plan Investments and Administration Committee
University of Victoria Human Resources
Lawson Lundell LLP (external legal counsel)
Towers Watson (Plan actuary)

Recommendation:

THAT the Finance Committee recommend to the Board of Governors that the Board of Governors approve the attached Amendment No. 29 to the University of Victoria Staff Pension Plan and that the attached restated Plan text, consolidating all amendments up to and including Amendment No. 29, be effective September 30, 2015.

Background:

On May 11, 2015, the British Columbia government released the new *Pension Benefits Standards Regulation* (PBSR) which details the implementation requirements under the new *Pension Benefits Standards Act* (PBSA). This was the first comprehensive review of the Act and regulations since the original Act and Regulations came into force in 1993 and is therefore quite substantive.

The new Act and associated regulations are in force as of September 30, 2015. Plan administrators (the University under this plan) were given until December 31, 2015 to amend Plan texts so that they comply with the requirements of the new PBSA and PBSR, but the Plan must be (and has been) administered in accordance with the new legislation effective September 30, 2015. Plan administrators were also given to January 1, 2016 to develop associated policies that are also now required under the Act. This document deals solely with the Plan text amendments that are required. A document on the required associated policies is provided under separate cover.

The amendment to the Plan document, referred to as “Amendment No. 29,” incorporates the changes required to comply with the new PBSA and PBSR as noted above and also includes:

- other changes intended to add clarity and detail to better reflect current practice;
- transferring the majority of provisions in the Governance of Plan section of the Plan text to the Staff Pension Plan Governance Policy (submitted under separate cover). A Governance policy is a requirement under the new PBSA, and accordingly, is no longer required in the Plan document.
- removal of the ability for employees to make additional future voluntary contributions given the new Act would require the Plan to pay these contributions as a pension which would transfer the risk of voluntary contributions to the Plan;
- the addition of “Appendix II: Participating Employers” to recognize the current inclusion of various Agency employees in the Plan (e.g., the University club); and
- housekeeping items.

For ease of review of the changes, a summary of the amendment has been provided as appendix A. This summary outlines the changes to each section and their associated impact, if any, on the administration of the Plan and/or Plan members.

This amendment is recommended to the Board of Governors by the Governance Committee. The Governance Committee is comprised of UVic senior management and a representative of the Board of Governors, who is approved by the Board of Governors. Their duties and powers include:

“recommend to the Board of Governors amendments to the Plan that the Governance Committee deems necessary or advisable so that the Plan remains compliant with applicable law and continues to meet its mission and objectives”

In order to fulfil this obligation, particularly given the very tight timelines, the committee hired outside legal counsel who are experts in pension law to assist in the development of the amendment. Draft documents from legal counsel were reviewed in detail by the Governance

Committee and pension staff and the attached amendment reflects the committee's recommendation.

The amended and restated Plan document includes all amendments up to and including Amendment No. 29.

Attachment(s):

- **Appendix A:** Summary of Amendment No.29.
- **Appendix B:** Amendment No.29 (blackline)
- **Appendix C:** Amendment No.29 (restated Plan document)

Planned Further Action:

- Regulatory filing of the amendment with the Superintendent of Pensions (BC) and CRA by December 31, 2015.
- Notification to Plan Members.

Appendix A - Staff Pension Plan – Summary of Plan Amendments (Amendment #29)

Plan Section	New Provision(s)	Effect of amendment on administrative practice or plan member
1 Introduction <i>(new section)</i>	<ul style="list-style-type: none"> • Previous recitals section – no longer appropriate (and outdated). Therefore, “amendment and restatement” language that incorporates amendment clause as well as relevant information from the recitals added as Subsection 1(2). 	No change.
2 Definitions	<ul style="list-style-type: none"> • Defined each CUPE group. • Moved full definition of ‘Designated Beneficiary’ to Section 19, to allow for a fuller definition in Section 18(4)(a). • Amended the definition of interest for member required contributions to use CANSIM series bond rates compiled by Stats Canada. • Locked-in RRSP is now a locked-in retirement account (LIRA). • Definition of Spouse revised as per new definition in PBSA. • Other various housekeeping items. 	<p>No change. No change.</p> <p>Previously credited member accounts with Plan returns. The change does not affect the member benefit (additional Voluntary Contributions are still credited with monthly plan returns).</p> <p>No change No change No change</p>
3 Eligibility for Membership	<ul style="list-style-type: none"> • Addition of re-employment of pensioner provisions (not eligible to recontribute). • Removal of casual class (has never been an eligible class). 	<p>Reflects existing practice. Reflects existing practice.</p>
4 Enrollment	<ul style="list-style-type: none"> • Housekeeping changes only. 	No change.
5 Member Contributions	<ul style="list-style-type: none"> • Contributions must be remitted to Trust Fund within 30 days of being deducted • Additional Voluntary Contributions moved to own Section 21 (this was also done for other various Sections throughout the document). 	No change – contributions still remitted immediately.
6 University Contributions	<ul style="list-style-type: none"> • Contributions must be remitted to Trust Fund within 30 days of being payable. 	No change – contributions still remitted immediately.
7 Retirement Dates	<ul style="list-style-type: none"> • Clarifies that Normal Retirement Date of age 65 is “pension eligibility date” for PBSA purposes, as PBSA allows a member to apply for early retirement pension 10 years before that date (therefore, remains at age 55). • Formalizes application for pension process (we now require completion of an application for an estimate). • Provides consequences of not electing a retirement benefit – must be within 90 days of date in which the pension is to commence – otherwise pension is considered deferred for the purpose of age reductions (actuarial reduction to age 65 then applies). 	<p>No change.</p> <p>New requirement for plan member to complete application. Previously no administrative policy or parameters around retroactivity of pension commencement. PBSA requires a statement of consequences.</p>

Plan Section	New Provision(s)	Effect of amendment on administrative practice or plan member
8 Normal Form of Retirement Benefit	<ul style="list-style-type: none"> Housekeeping changes only. 	No change.
9 Retirement Benefits	<ul style="list-style-type: none"> Housekeeping changes only. 	No change.
10 Optional Retirement Benefits	<ul style="list-style-type: none"> Additional detail regarding Spousal Entitlement and Waivers. 	No change.
11 Death Benefit	<ul style="list-style-type: none"> Pre-retirement death benefit for a member with a spouse is now a lifetime benefit of the actuarial equivalent of 100% of the member's commuted value accrued to the date of death, but guaranteed for 10 years in any event . Added consequences for surviving spouse not making an election. Spouse can waive entitlement to the benefit, but cannot then be designated as the non-spousal beneficiary to receive a lump-sum payment. 	<p>Change of benefit to comply with PBSA requirements.</p> <p>No change but provides clarity on consequences if no election made Required under PBSA.</p>
12 Termination of Covered Employment	<ul style="list-style-type: none"> Added language to make clear that the commuted value option is only available up to age 55; after that the only option is a monthly pension. Various housekeeping changes. 	No change - clarifies existing practice.
13 Disability Retirement	<ul style="list-style-type: none"> Housekeeping changes only (closed group). 	No change.
14 Governance of Plan	<ul style="list-style-type: none"> A governance policy is a new requirement under the BC PBSA and the majority of the Section was moved to the Governance Policy, which requires BOG approval. No requirement for Advisory Committee under the new Regulations – now at the discretion of the University. 	The transfer of details of 'Governance of Plan' out of the plan text to the governance policy avoids duplication and allows for revision of plan governance provisions by the Board without the requirement for a plan amendment and Regulatory (Superintendent of Pensions and CRA) approval.
15 Trust Fund	<ul style="list-style-type: none"> Provisions have been added to allow the University the ability to establish a "Solvency Reserve Account" as now allowed under the PBSA. Surplus in the solvency reserve account is entirely the plan sponsor's property. A plan administrator may apply to the Superintendent to withdraw funds from the solvency reserve account subject to certain conditions, e.g., a withdrawal may only be made from a solvency reserve account if the plan's solvency assets exceed 105% of its 	Enabling provision only - the University currently uses a letter of credit to fund the solvency deficit.

Plan Section	New Provision(s)	Effect of amendment on administrative practice or plan member
	solvency liability.	
16 Non-Alienation of Benefits	<ul style="list-style-type: none"> • Housekeeping changes only. 	No change.
17 Amendment & Termination of the Plan	<ul style="list-style-type: none"> • Provisions in this section (e.g., priority allocation of assets to various plan membership categories) are largely limited by legislation, so were amended to the extent possible to say “in accordance with the PBSA” 	No change.
18 Miscellaneous	Various items include:	
	<ul style="list-style-type: none"> ○ Recalculation of commuted value must now be no more than 30 days from date of transfer. 	PBSA change – previously recalculation was up to 180 days from date of transfer.
	<ul style="list-style-type: none"> ○ Disclosure provisions for Designated Beneficiary of deceased members only. ○ Plan must allow the transfer of a commuted value to an RRSP to the extent permitted by the Income Tax Act. 	Reflects existing practice.
	<ul style="list-style-type: none"> ○ Change to ‘small benefit threshold’ for lump-sum commuted values to be now only based on lump-sum amount of anything below 20% of the current Year’s Maximum Pensionable Earnings (YMPE). Transferred out lump-sum amounts above the threshold can only be accessed for pension-type benefit payments (i.e., are “locked-in”). 	Will result in the majority of commuted values being transferred on a locked-in basis only.
	<ul style="list-style-type: none"> ○ Specifically allows the payment of small benefits in a lump-sum at the discretion of the Plan. 	May allow reduction of administrative costs associated with maintaining members with very small pensions. Policy needs to be developed.
	<ul style="list-style-type: none"> ○ Details of exemption from “lock-in” rules (access to pension) for non-residents ○ Detailed definition of Designated Beneficiary, subject to <i>Wills, Estates and Succession Act</i> (WESA). 	Provides additional clarity. New PBSA and WESA requirement.
	<ul style="list-style-type: none"> ○ Details of exemption from “lock-in” rules (access to pension) for shortened life expectancy. 	New PBSA requirement. Member could now request access to pension based on shortened life.
	<ul style="list-style-type: none"> ○ Basis on which cost of living adjustments will be paid from the Plan. 	New PBSA requirement – reflects existing

Plan Section	New Provision(s)	Effect of amendment on administrative practice or plan member
		practice.
	<ul style="list-style-type: none"> ○ Ability of University to enter into a contract for external payments of pensions if it becomes favourable to do so. 	Enabling provision only. No change contemplated.
19 Marriage Breakdown	<ul style="list-style-type: none"> • Most of provisions in Plan removed – simplified to avoid conflict with the provisions of the <i>BC Family Law Act</i>. 	No implications of change to existing practice.
20 Resolution of Disputes	<ul style="list-style-type: none"> • Housekeeping changes only. 	No change.
21 Additional Voluntary Contributions (AVCs) (<i>new section</i>)	<ul style="list-style-type: none"> • The new PBSA now requires, at a minimum, the University to allow the account holder of the AVC the option to have the <u>University</u> negotiate and purchase an outside annuity on behalf of the member. 	Given the implications for increased administrative cost and plan risk, the AVC provisions were revised so that new contributions are no longer allowed.
22 Change in membership to other University Plans (<i>new section</i>)	<ul style="list-style-type: none"> • New PBSA allows employee to commence a pension at minimum age 55 in one University pension plan while actively contributing to another. • PBSA still allows restriction of commuted values. • New Plan provisions set parameters for reductions (subsidized vs actuarial) for commencing Staff Plan while contributing to other University Plans as recommended to and approved by the Governance Committee. 	Previously employees were not allowed to commence a pension until termination of active membership from all University Plans. A member may now access their Staff pension while employed at UVic in a position not covered by the Staff Plan.
Appendix I – Supplementary retirement benefits	<ul style="list-style-type: none"> • Housekeeping changes only. 	No change.
Appendix II – Participating Employers (<i>new section</i>)	<ul style="list-style-type: none"> • Provisions to acknowledge Agency employees – currently about 20 plan members are considered non-UVic employees (e.g., University Club, Bamfield Marine Sciences Centre). 	

BLACKLINE (Original to Final)

APPENDIX B

UNIVERSITY OF VICTORIA STAFF PENSION PLAN

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~~UNIVERSITY OF VICTORIA~~

~~STAFF PENSION PLAN~~

1 INTRODUCTION

(1) History

~~WHEREAS the~~The University of Victoria ~~had established a~~Staff Pension Plan ~~was effective January 1, 1993~~ for those eligible employees of the University who are members of the Specialist/ Instructional, Office, Technical and Child Care, Exempt, Maintenance and Other staffs;.

~~AND WHEREAS the aforesaid Pension Plan has been amended from time to time;~~

~~AND WHEREAS it is desired to further amend the aforesaid Pension Plan;~~

~~NOW THEREFORE it is hereby declared that the following shall constitute the University of Victoria Staff Pension Plan effective January 1, 1993:~~

(2) Application of this Plan Text

The Plan was amended and restated effective September 30, 2015. Except as otherwise provided herein, or as is necessary to give effect to the terms of this Plan, this Plan applies to Members who terminate, retire or die on or after September 30, 2015. Except as otherwise provided by law, the benefits of a Member who terminated, retired or died prior to September 30, 2015 must, subject to the foregoing exceptions, be determined by the terms of the Plan in force on the date the Member terminated, retired or died.

~~EXHIBIT "A"~~

2 ~~1~~-DEFINITIONS

- (1) The following words or phrases shall be as defined herein unless the context clearly indicates otherwise:

"Actuary" shall mean a person who is a Fellow of the Canadian Institute of Actuaries appointed by the Investments and Administration Committee for the purposes of the Plan.

"Actuarial Equivalent" shall mean a benefit of equivalent value when computed at the rate of interest and on the basis of the mortality or other tables which may from time to time be adopted by the Investments and Administration Committee in consultation with the Actuary. Effective January 1, 1993 the mortality table adopted by the Investments and Administration Committee for the purpose of calculating actuarially equivalent benefits shall be a mortality table that produces factors that do not differentiate on the basis of sex.

"Additional Voluntary Contribution Account" shall mean that account for each Member who is making or who has made additional voluntary contributions.

~~**"Applicable Member"** shall mean a Member or Retired Member (as the case may be) of the Plan who is the Spouse or former Spouse of the Limited Member and in respect of whose benefits the Limited Member acquired his or her status as a Limited Member.~~

"Average Annual Basic Salary" shall mean the arithmetical average of the Member's annual Basic Salary for the five (5) consecutive years, within the Member's period of Credited Service, during which the aggregate of Basic Salary for those years was highest.

"Average YMPE" shall mean, for a given year, the arithmetic average of the YMPE for such year and for the four immediately preceding years.

"Basic Salary" shall mean the amount of regular annual compensation payable to Members of the Plan, excluding overtime pay, extra pay, shift differential pay, etc., but before deduction for income tax, old age security tax and contributions to the Canada Pension Plan, and shall not include contributions which may be made by the University under or by virtue of this Plan or for medical services or group term life insurance.

With respect to periods of leave during which a Member does not actually receive or receives reduced compensation from the University, an amount deemed to be salary based on the compensation the Member would have received if the Member had not taken the leave, provided that required contributions are made on

the deemed salary. Deemed salary shall not exceed the amount of compensation that is prescribed for this purpose under the Income Tax Act.

“**Board of Governors**” shall mean the Board of Governors of the University of Victoria.

“**Commutated Value**” means, in relation to benefits that a person has a present or future entitlement to receive, the actuarial present value of those benefits as determined by the Actuary in accordance with the Pension Benefits Standards Act.

“**Covered Employment**” means, in respect of a Member, employment for which contributions are required to be made to the Plan on the Member’s behalf.

“**Credited Service**” shall mean:

- (a) the length of time a person is employed ~~by the University~~ in Covered Employment and has contributed to this Plan and to any Prior Pension Plan ~~as a Member of the Specialist/Instructional, Office, Technical and Child Care, Exempt, Maintenance and Food Services Staff~~ on a continuous basis, but not beyond the date of termination of ~~employment or normal or early retirement date~~ Covered Employment or Normal Retirement Date or Early Retirement Date whichever first occurs, except that a Member shall not be deemed to have terminated ~~employment~~ Covered Employment for purposes of this Plan if:
 - (i) the Member is granted leave of absence with pay provided he or she returns to ~~the employment of the University~~ Covered Employment at the expiry of the term of the leave of absence approved, or
 - (ii) the Member is granted a leave of absence without pay provided that he or she returns to ~~the employment of the University~~ Covered Employment at the expiry of the term of the leave of absence approved except that such a period of leave of absence without pay and without contribution shall be subtracted from the Member’s Credited Service, or
 - (iii) he or she is absent due to illness or injury and is in receipt of sick leave or disability benefits other than those payable from the Plan,
- (b) PROVIDED THAT where part of a Member’s total service includes regular part-time employment, such period of regular part-time employment shall be counted as that appropriate fractional period of Credited Service as determined by the Investments and Administration Committee.

“CUPE 917” shall mean the Canadian Union of Public Employees, Local 917 or any successor thereof.

“CUPE 951” shall mean the Canadian Union of Public Employees, Local 951 or any successor thereof.

“CUPE 4163” shall mean the Canadian Union of Public Employees, Local 4163 or any successor thereof.

“Deferred Retirement Date” shall have the meaning set out in subsection 7(3).

“Designated Beneficiary” shall mean ~~the Member’s Spouse if the Member has a Spouse, or the Member’s estate if the Member does not have a Spouse or the Spouse files a waiver with the University. If a Member does not have a Spouse or the Member’s Spouse completes a waiver, the Member may designate another,~~ in respect of a Member or Retired Member, the person designated or deemed to be designated as the Member or Retired Member’s beneficiary in accordance with subsection 18(4).

“Early Retirement Date” shall have the meaning set out in subsection 7(2).

“Family Law Act” shall mean the Family Law Act, Statutes of BC and the Regulations thereunder as amended or replaced from time to time.

“Governance Committee” shall mean the Committee responsible for overseeing the governance of this Plan, as more particularly set forth in Section ~~13~~14 hereof.

“Income Tax Act” shall mean the Income Tax Act of Canada, Statutes of Canada and the Regulations thereunder as amended or replaced from time to time.

“Interest” shall mean,

(a) in respect of a Member’s required contributions, interest compounded annually at the rate of interest calculated on the basis of the average of the yields of 5-year personal fixed term chartered bank deposit rates, determined by reference to the CANSIM Series VI22515 compiled by Statistics Canada and available on the website maintained by the Bank of Canada for December 31st of the preceding Plan Year, which shall be computed as a full year’s interest on the Member’s required Contributions with interest at the end of the previous Plan Year plus ½ year’s interest on the Member’s required contributions made during the Plan Year; and

(b) ~~“Interest” shall mean, for the purposes of accumulating required and/or voluntary account balances, in respect of additional voluntary contributions, interest at the net rate of return earned on the assets of the Trust Fund, calculated monthly, as at the date the assets were last valued, and for periods subsequent to the last asset valuation date, shall mean the~~

~~rate of interest last adopted by the Investments and Administration Committee calculated monthly and credited as set out subsections 21(3) and 21(4) as applicable.~~

“Investments and Administration Committee” shall mean the Committee responsible for the investment of the Trust Fund and the administration of this Plan, as more particularly set forth in Section ~~13~~14 hereof.

~~“Life Income Fund” shall mean a retirement income fund that is registered under the Income Tax Act and that contains any additional provisions required by the Pension Benefits Standards Act.~~

~~“Limited Member” shall mean a Limited Member as defined in the Family Law Act.~~

“Locked-in Registered Retirement Savings Plan Account” shall mean a registered retirement savings plan within the meaning of the Income Tax Act that is registered under the Income Tax Act and ~~under which the benefit may be paid only as a life annuity or as a death benefit and that contains any additional provisions required by~~which satisfies the "locking-in" requirements of the Pension Benefits Standards Act.

“Member” shall mean a person who is or who has been a contributor to this Plan, who is not receiving benefits under this Plan or has not withdrawn from this Plan.

“Normal Retirement Date” shall have the meaning set out in subsection 7(1).

“Pension Advisory Committee” shall mean the ~~Committee responsible for promoting awareness and understanding of the Plan amongst Members, Retired Members and employees, as more particularly set forth in Section 13 hereof~~committee described in subsection 14(5).

“Pension Benefits Standards Act” shall mean the Pension Benefits Standards Act, Statutes of British Columbia and the Regulations thereunder, as amended or replaced from time to time.

“Plan” shall mean this Pension Plan in its present form or as may be from time to time properly amended.

“Plan Year” shall mean the twelve (12) month period from a January 1 to the succeeding December 31 during the continuance of this Plan, the first day of the first Plan Year being January 1, 1972.

“Prescribed Form” means the form prescribed from time to time by the Investments and Administration Committee.

“Prior Pension Plan” shall mean the pension plan with Teachers Insurance and Annuity Association and College Retirement Equities Fund in effect at the University at January 1, 1972.

“Retired Member” shall mean a former Member of this Plan who has retired or become disabled on or after January 1, 1992 and who is receiving benefits under this Plan, ~~or a Limited Member who is in receipt of a separate benefit and any beneficiary or joint annuitant arising from such separate benefits.~~

“Retirement Benefit” shall mean any payments provided under Sections ~~8, 9, 10~~ and ~~18, 11~~.

~~“Spouse” shall mean:~~

~~(a) “Spouse” shall mean, in relation to another person, a person who at the relevant time was;~~

~~(a) is married to that other person and has not been living separate and apart from that other person for the two-year period immediately preceding the relevant time; a continuous period longer than two years; or~~

~~(b) if there is no person to whom paragraph (a) applies,~~

~~(i) a person who at the relevant time lived with that other person as husband and wife for the two-year period immediately preceding the relevant time, or~~

~~(ii) a(b) has been living with that other person of the same gender who at the relevant time lived in a marriage-like relationship with that other person for the two-year a period of at least two years immediately preceding the relevant time,~~

~~(e) but does not include a person who has been allocated a share of the Member or Retired Member’s benefit under the Family Law Act unless a subsequent spousal relationship has been established by that person and the Member or Retired Member.~~

“Trustee” shall mean the Trust Company appointed by the Investments and Administration Committee from time to time pursuant to the Trust Agreement.

“Trust Agreement” shall mean that agreement of which this Plan forms part and as may be amended from time to time.

“Trust Company” shall mean any trust company with which any amount of the Pension Fund may be deposited or to which any amount of said Pension Fund may be transferred under an agency agreement, in order to fund benefits under this Plan.

“Trust Fund” shall mean the fund established pursuant to the Trust Agreement of which this Plan is a part, and from which benefits to Members and Retired Members are paid.

“University” shall mean the Board of Governors of the University of Victoria unless the context indicates otherwise.

“YMPE” shall mean, in respect of any Plan Year, the Year’s Maximum Pensionable Earnings as defined under the Canada Pension Plan.

- (2) Whenever the singular or masculine pronoun is used the same shall be construed as meaning the plural or the feminine or the body politic or corporate wherever the circumstances so require.

3 ~~2~~-ELIGIBILITY FOR MEMBERSHIP

- (1) Those “regular employees” of the University, as defined in the collective agreements between the University and ~~locals 917 and 951 of the Canadian Union of Public Employees, who are members of the Office, Technical and Child Care, or Maintenance and Food Services Staffs~~ CUPE 917 and CUPE 951, and Exempt Staff shall become Members of the Plan on the date of appointment as regular employees.
- (2) Eligibility for those employees of the University as defined in the collective agreement between the University and CUPE ~~local~~ 4163 for Components I and II is as follows:
 - (a) Component I - Full-time twelve (12) month appointed employees may participate on a voluntary basis after twelve (12) or more months of continuous full-time service. Part-time twelve (12) month appointees working half-time or more on a year-round basis may participate on a voluntary basis after twelve (12) or more months of such continuous service. Employees who choose to enroll are required to remain enrolled until the end of their term or contiguous terms.
 - (b) Component II Regular Sessional Employees - All Regular Sessional Second Language Teachers who are appointed at half-time or more will become Members of the Plan on the first (1st) day of the month coinciding with or following appointment to a Regular Sessional Second Language Teacher position.
- (3) Subject to the preceding subsections of this Section ~~23~~ 23 and in such cases as are not herein dealt with the University shall at all times have the right to decide which of its employees are eligible for the Plan or have ceased to be eligible and shall supply the Investments and Administration Committee from time to time, or as may be reasonably requested by the committee, with a list of eligible employees.
- (4) Notwithstanding ~~the preceding subsections, an employee who is not eligible to join the Plan as above shall be eligible to join the Plan on the first day of the month following completion of two years of continuous employment with the University with a Basic Salary of at least 35% of the YMPE in each of two consecutive calendar years.~~ any other provision of this Section 3, if a Retired Member is re-employed by the University, he or she will continue to receive their Retirement Benefit and shall not be eligible to become a Member of the Plan.

4 ~~3~~-ENROLLMENT

- (1) An employee joining the Plan shall be required to file or have filed with the Investments and Administration Committee an ~~Enrollment~~enrollment application in ~~a form prescribed by this Committee~~the Prescribed Form authorizing the deduction from his or her earnings of the required contributions under this Plan.
- (2) Once an eligible employee signs an enrollment application for participation in the Plan, he or she may not thereafter discontinue contributions so long as the Plan is in effect and he or she continues to be ~~an employee of the University~~employed in Covered Employment and eligible for enrollment under Section ~~23~~ and is not a member of the University of Victoria Combination Pension Plan or the University of Victoria Money Purchase Pension Plan.

5 ~~4~~-MEMBER CONTRIBUTIONS

(1) Minimum Required Basic Contributions

Each Member shall be required to make basic minimum contributions equal to:

- (a) 4.53% of Basic Salary that does not exceed the YMPE, prorated for the length of the Member's pay period; plus
- (b) 6.28% of Basic Salary which is in excess of the YMPE, prorated for the length of the Member's pay period.

(2) Additional Required Contributions

In addition to the contributions required under subsection (1) above, each Member shall be required to make contributions equal to that percentage of Basic Salary that is equal to the percentage described in ~~Section 5~~subparagraph 6(1)(a)(ii).

(3) Contribution Reductions

- (a) If the University chooses to reduce its contribution rate under ~~Section 5~~paragraph 6(3)(b), the University and CUPE 917 and CUPE 951 will negotiate a Member contribution rate reduction or one-time benefit improvement(s), or a combination thereof that is equivalent in value to the University's contribution rate reduction, provided that the resulting Member contribution rate shall not be less than the minimum under subsection (1) above.
- (b) If the University contribution rate is reduced under ~~Section 5~~subsection 6(5), the University and CUPE 917 and CUPE 951 will negotiate a Member contribution rate reduction or one-time benefit improvement(s), or a combination thereof that is equivalent in value to the University's contribution rate reduction. Should the parties be unable to reach agreement before a reduction takes effect under ~~Section 5~~subsection 6(5), an equivalent share of the reduction will be applied as a prospective improvement to the benefit accrual rate until the earlier of the effective date of the next actuarial valuation, or the date when there is no longer a reduction in the University contribution rate under ~~Section 5~~subsection 6(5).

(4) Required Supplementary Contributions

In addition to the above, each Member shall make supplementary contributions as provided for in ~~Section~~subsection 2(1) of Appendix I.

- (5) Required Member contributions shall be by means of payroll deduction and shall be remitted ~~at least monthly~~ by the University to the Trust Fund within 30 days after the end of the month in which the contributions were deducted.

(6) Contributions During an Approved Leave of Absence

A Member who is on an approved leave of absence without pay may, with the approval of the University and subject to limits set under the Income Tax Act, elect to make the required contributions described above. The Member shall also be responsible for payment of the University contributions described in Section ~~5.6~~, unless the University portion is paid from some other source.

~~(7) Additional Voluntary Contributions~~

- ~~(a) During membership in the Plan, each Member shall be permitted to make additional voluntary contributions to the Trust Fund provided that the additional voluntary contributions do not have the potential to cause the Plan to become a revocable plan under the Income Tax Act and are made by payroll deduction or transfer from another registered plan.~~
- ~~(b) Additional voluntary contributions made by a Member shall be credited to an Additional Voluntary Contribution Account established and maintained within the Trust Fund for such Member. Such Additional Voluntary Contribution Accounts shall be updated monthly with Interest as follows:
 - ~~(i) the amount of the Member's Additional Voluntary Contribution Account as of the first day of the month shall be credited with Interest for the full month;~~
 - ~~(ii) the Member's additional voluntary contributions received by the Trust Fund in such month shall be added to the Additional Voluntary Contribution Account balance without an adjustment for Interest.~~~~
- ~~(c) The amount of each Additional Voluntary Contribution Account at the date of retirement, date of death, or date of termination, as the case may be, of a Member shall be the sum of:
 - ~~(i) the amount of such Member's account on the first day of the preceding month with Interest thereon for the then expired portion of such month, plus~~
 - ~~(ii) the sum of the Member's additional voluntary contributions received by the Trust Fund in such month without an adjustment for Interest.~~~~
- ~~(d) A Member may elect to receive a cash payment or transfer to another registered vehicle of an amount equal to all or a portion of the amount of his or her Additional Voluntary Contribution Account or, at retirement, he or she may elect that the amount of his or her Additional Voluntary Contribution Account shall be applied to provide an additional retirement benefit to him or her~~

~~provided through the purchase of an annuity contract from a life insurance company.~~

- ~~(e) In the event of the death prior to retirement of a Member who has made additional voluntary contributions, the death benefit in respect to such voluntary contributions shall be in accordance with Section 10.~~
- ~~(f) In the event of the termination of the employment of a Member who has made voluntary contributions for reasons other than death or retirement, such Member shall be entitled to benefits in respect to such additional voluntary contributions in accordance with Section 11.~~

~~(7)~~ ~~(8)~~ All contributions shall cease on the earliest of the date of the Member's termination of ~~employment~~Covered Employment or death. Contributions may not be made by a Retired Member.

~~(8)~~ ~~(9)~~ A Member's required contributions under ~~Subsections~~subsections (1) to (5) of this Section ~~45~~ shall not exceed the limits in subparagraph 8503(4)(a)(i) of the Income Tax Regulations under the Income Tax Act.

6 ~~5~~-UNIVERSITY CONTRIBUTIONS

(1) Basic Normal Actuarial Cost

(a) If the basic normal actuarial cost, as determined by the most recent actuarial valuation, less Member basic minimum contributions, expressed as a percent of Basic Salary, is at least 11.75%, the University's share of normal actuarial cost is:

(i) 11.75%; plus

(ii) one half the amount, if any, by which total basic normal actuarial cost less Member minimum required basic contributions determined in ~~Section 4~~ [subsection 5](#)(1), expressed as a percent of Basic Salary, exceeds 11.75%.

(b) If the basic normal actuarial cost, as determined by the most recent actuarial valuation, less Member minimum required basic contributions determined in ~~Section 4~~ [subsection 5](#)(1), expressed as a percent of Basic Salary, is less than 11.75%, the University's share of normal actuarial cost is

(i) 11.75%; less

(ii) the lesser of 1.5% and one half the amount, if any, by which 11.75% exceeds total basic normal actuarial cost less Member basic minimum contributions, expressed as a percent of Basic Salary.

(2) Special Contributions

In addition to the contributions determined in subsection (1) above, the University shall be required to contribute:

(a) the amount required to fund a solvency and/or going concern deficiency, excluding any portion that is secured with a letter of credit; plus

(b) the transfer deficiency relating to any payments made from the Trust Fund where there are solvency deficiency payments covered by a letter of credit;

[as required by and in accordance with the Pension Benefits Standards Act.](#)

(3) Contribution Reductions

- (a) If the ~~Plan-actuary~~ Actuary determines that there is sufficient surplus for contributions to be made at a rate below the basic normal actuarial cost determined in subsection (1) above, the University may choose to reduce its contribution rate to the extent necessary to recover special contributions made under subsection (2) above, and as permitted under the requirement of the Pension Benefits Standards Act.
- (b) If the ~~Plan-actuary~~ Actuary determines that there is sufficient surplus for contributions to be reduced to a rate that is below the basic normal actuarial cost determined in subsection (1) above, the University may choose to reduce its contribution rate by up to 50% of the amount by which the permissible rate reduction, as determined by the ~~Plan-actuary~~ Actuary, exceeds unrecovered special contributions.

A reduction under this subsection (3) may not reduce University basic normal contributions determined in subsection (1) of this Section ~~56~~ below 10.25% of Members' Basic Salary.

(4) Required Supplementary Contributions

In addition to the above, the University shall make supplementary contributions as provided for in ~~Section~~ subsection 2(2) of Appendix I.

(5) Maximum Contribution

Notwithstanding the above, University contributions shall not exceed the maximum permitted under the Income Tax Act. If contributions must be reduced to comply with the Income Tax Act, one-half the required reduction shall be applied to the University basic normal actuarial cost contribution rate determined in subsection (1) above and one-half as set out in ~~Section 4~~ paragraph 5(3)(b).

(6) The University shall not make contributions in respect of a Member who is a Retired Member from this Plan.

(7) The University shall keep separate and apart from its own assets:

- (a) all contributions that are due and owing to the Trust Fund by the University;
- (b) all amounts that have been deducted by the University from a Member's Basic Salary and not yet remitted to the Trust Fund; and
- (c) all contributions that the University has received with respect to a Member and not yet remitted to the Trust Fund.

The amounts are deemed to be held in trust for the Members and any other person

entitled to pension benefits, refunds or any other payments under the Plan in accordance with their interests under the Plan.

The amounts shall not form any part of the estate of the University.

- (8) University contributions shall be remitted by the University to the Trust Fund within 30 days after the end of the month for which those contributions are payable.

7

6-RETIREMENT DATES

- (1) Normal Retirement Date - The ~~normal retirement date~~Normal Retirement Date of a Member shall be the final working day of the month in which the Member reaches age ~~65~~65, which is also the Plan's "pension eligibility date" for the purposes of the Pension Benefits Standards Act.
- (2) Early Retirement Date - ~~On written application to the University, a Member who is on the staff of the University and~~A Member who has attained the age of ~~fifty five (55)~~ years may elect to retire as of the first day of any calendar month prior to his or her Normal Retirement Date, which shall not be less than ~~thirty (30)~~ days nor more than ~~ninety (90)~~ days after filing of the application ~~with the University~~specified in subsection (4).
- (3) Deferred Retirement Date - A Member who postpones retirement from ~~service with the University beyond normal retirement~~Covered Employment beyond his or her Normal Retirement Date is eligible, upon written application, to commence his or her Retirement Benefits on the earlier of the first day of any month subsequent to his or her actual retirement date from ~~service with the University~~Covered Employment and the latest date allowed by the Income Tax Act. A Member who postpones retirement from ~~service with the University~~Covered Employment shall continue to make contributions to the Plan, have contributions made to the Plan on his or her behalf and accrue benefits under the Plan and shall have his or her Retirement Benefit calculated in accordance with ~~Section 8~~subsection 9(3).
- (4) Application for Pension
 - (a) A Member must make application in the Prescribed Form to the Investments and Administration Committee to commence receipt of his or her Retirement Benefit. In such application, the Member must specify the first day of the calendar month on which the payment of the Retirement Benefit is to commence, which date must not be less than 30 days before the payment or more than 90 days after filing of the application with the Investments and Administration Committee.
 - (b) Following the submission of the application referred to in paragraph (4)(a) and not more than 90 days after the first day of the calendar month in which the payment of the Retirement Benefit is to commence, the Member must elect a form of Retirement Benefit. If the Member does not make this election within such 90 day period and he or she is retiring prior to his or her Normal Retirement Date:

(i) the Member's entitlement to a Retirement Benefit pursuant to paragraph 9(2)(a), if any, will lapse, and he or she will be entitled to a Retirement Benefit in accordance with paragraph 9(2)(b); and

(ii) if the Member's Retirement Benefit is payable as a lump sum in accordance with paragraph 18(3)(a), the Commuted Value will be calculated on the basis of the Member's entitlement under paragraph 9(2)(b).

8 ~~7~~NORMAL FORM OF RETIREMENT BENEFIT

- (1) The normal form of Retirement Benefit payable under the Plan to a Member who has a Spouse on his or her retirement date shall be monthly payments payable throughout his or her retired lifetime with monthly payments continuing to his or her surviving Spouse, during the Spouse's remaining lifetime each equal to one-half of the monthly payments the Member would have received and ceasing with the payment made on the first day of the month in which the last death of the Member or the Spouse occurs (subject to the provisions of Section 910 with respect to the election of an optional form of Retirement Benefit).

- (2) ~~In the event the Retired~~The normal form of Retirement Benefit payable under the Plan to a Member who does not have a Spouse ~~living~~ on his or her retirement date, ~~the Retired Member~~ shall be ~~entitled to~~ monthly payments commencing on his or her retirement date and terminating with the payment made on the first day of the month in which the death of the ~~Retired~~ Member occurs, except that if the death of the ~~Retired~~ Member occurs before he or she has received one hundred and twenty (120) monthly Retirement Benefit payments, such Retirement Benefit payments shall continue to be paid to the ~~Retired~~ Member's Designated Beneficiary until a total of one hundred and twenty (120) monthly Retirement Benefit payments in all have been paid to the ~~Retired~~ Member and to his or her Designated Beneficiary.

9 8-RETIREMENT BENEFITS

(1) Normal Retirement Benefit

- (a) Upon the retirement of a Member on his or her ~~normal retirement date~~ Normal Retirement Date the initial annual Retirement Benefit, payable monthly, shall be equal to:
 - (i) an annual Retirement Benefit, payable monthly, equal to the applicable percentage of the Member's Average Annual Basic Salary up to the Average YMPE for the year in which the Member retires for each year of Credited Service rendered by the Member, plus
 - (ii) an annual Retirement Benefit, payable monthly, equal to the applicable percentage of the Member's Average Annual Basic Salary in excess of the Average YMPE for the year in which the Member retires for each year of Credited Service rendered by the Member, less
 - (iii) the annual Retirement Benefit, payable monthly, commencing on the Member's ~~normal retirement date~~ Normal Retirement Date under any Prior Pension Plan calculated and paid on the basis of the normal form of Retirement Benefit under this Plan with payments commencing on the said ~~normal retirement date~~ Normal Retirement Date to which the Member may be entitled.
- (b) The applicable percentages referred to above shall be determined from the following table:

Period of Credited Service	Percentage applicable to Average Annual Basic Salary up to the Average YMPE	Percentage applicable to Average Annual Basic Salary in excess of the Average YMPE
Prior to January 1, 1966	2.00%	2.00%
From January 1, 1966 to December 31, 1989	1.65%	2.00%
From January 1, 1990 to December 31, 1991	1.30%	2.00%
From January 1, 1992 to December 31, 1999	1.50%	2.00%
From January 1, 2000	1.70%	2.00%

(2) **Early Retirement Benefit**

- (a) Upon retirement at ~~early retirement date~~Early Retirement Date of an active Member or a disabled Member, the initial annual Retirement Benefit, payable monthly on the normal form, shall be equal to the percentage set out in Table 1 of ~~subsection~~paragraph (2)(c) below multiplied by the annual Retirement Benefit on the normal form, payable monthly, which has accrued to the credit of the Member up to his or her ~~early retirement date~~Early Retirement Date in accordance with ~~subsection~~paragraph (1)(a) above on the basis of his or her Average Annual Basic Salary and years of Credited Service to his or her ~~early retirement date~~Early Retirement Date.
- (b) Upon retirement at ~~early retirement date~~Early Retirement Date of a Member who had terminated ~~employment~~Covered Employment and is entitled to a paid-up deferred Retirement Benefit, the initial annual Retirement Benefit, payable monthly on the normal form, shall be equal to the Actuarial ~~equivalent~~Equivalent of the annual Retirement Benefit payable monthly, which had accrued to the Member's date of termination including any adjustments to the benefit to the Member's ~~early retirement date~~Early Retirement Date in accordance with subsections (5) and (6) of Section ~~H-12~~.
- (c) For the purposes of ~~subsection~~paragraph (2)(a) above, the following percentage factors at the early retirement ages set forth below shall apply:

Table 1

Early Retirement Age	Percentage Factor
64	100%
63	100%
62	100%
61	100%
60	100%
59	97%
58	94%
57	91%
56	88%
55	85%

(3) **Deferred Retirement Benefit**

- (a) A Member for whom commencement of Retirement Benefits under this Plan is deferred until a ~~deferred retirement date~~[Deferred Retirement Date](#) must also postpone commencement of any benefits payable under a Prior Pension Plan until such ~~deferred retirement date~~[Deferred Retirement Date](#).
- (b) The initial annual Retirement Benefit, payable on the normal form, commencing on the ~~deferred retirement date~~[Deferred Retirement Date](#) of a Member shall be calculated in accordance with ~~subsection~~[paragraph](#) (1)(a) above using the Member's Average Annual Basic Salary, the Average YMPE, and the Member's Credited Service at his or her ~~deferred retirement date~~[Deferred Retirement Date](#).

(4) **Annual adjustment of Retirement Benefit**

- (a) The annual Retirement Benefit, payable monthly, to a Retired Member in accordance with subsections (1) and (2) above, but before deduction of the Retirement Benefit payable under any Prior Pension Plan as described in ~~subsection~~[subparagraph](#) (1)(a)(iii) above, shall be adjusted as at January 1 next following the Retired Member's pension effective date and at each succeeding January 1 until benefits cease to be payable.
- (b) The minimum adjustment in a particular year is zero and the maximum adjustment is 3% of the amount paid immediately prior to the adjustment. If less than 12 months have elapsed since the Retired Member's pension effective date, the maximum adjustment is 0.25% for each month that has elapsed from the Retired Member's pension effective date to the adjustment date.
- (c) The amount of the annual adjustment to benefits in a particular year shall be calculated as the pension eligible for adjustment in ~~subsection~~[paragraph](#) (4)(a) above, that includes all previous annual adjustments and all supplementary retirement benefits granted under subsection (5) below, adjusted by:
 - (i) the percentage change in the average of the Consumer Price Index in the 12-month period ending September 30 in the immediately preceding year, and the average of the Consumer Price Index in the 12-month period ending September 30 in the year immediately prior to that preceding year; plus or minus
 - (ii) any Carry Forward addition or deduction from the immediately preceding year as described in ~~subsection~~[paragraph](#) (4)(e) below, subject to the limits described in ~~subsection~~[paragraph](#) (4)(b) above.

- (d) If less than 12 months have elapsed since the Retired Member's pension effective date, the value of the adjustment calculated in ~~subsection~~paragraph (4)(c) above will be reduced to the amount obtained by multiplying the adjustment calculated in ~~subsection~~paragraph (4)(c) above by 1/12th for each month that has elapsed from the Retired Member's Benefit Commencement Date to the adjustment date.
- (e) If the unlimited adjustment calculated in ~~subsection~~paragraph (4)(c) above exceeds the maximum adjustment described in ~~subsection~~paragraph (4)(b) above, the amount by which the unlimited adjustment exceeds the maximum, less any supplementary retirement benefit granted in the particular year under subsection (5) below, shall be a Carry Forward addition in the subsequent year's adjustment calculation. If the unlimited adjustment calculated in ~~subsection~~paragraph (4)(c) above is negative, this negative amount shall be a Carry Forward deduction in the subsequent year's adjustment calculation.

(5) Supplementary Retirement Benefits

Supplementary retirement benefits may be paid as provided for in Section 3 of Appendix I.

(6) Maximum Retirement Benefit

- (a) The initial annual Retirement Benefit payable under the Plan at retirement, termination of ~~employment~~Covered Employment or termination of the Plan may not exceed the aggregate of:
 - (i) In respect of Credited Service prior to January 1, 1992 the lesser of:
 - (A) the defined benefit limit [~~\$2,696.67~~2,818.89 in ~~2013~~2015] for the calendar year in which payment of the Retirement Benefit is to commence times the number of years of Credited Service prior to 1992 not exceeding thirty-five (35) years, or
 - (B) an amount that is the product of:
 - (1) two percent (2%) per year of Credited Service prior to 1992 not exceeding thirty-five (35) years, and
 - (2) the highest average compensation indexed to the calendar year in which payment of the Retirement Benefit is to commence,

- (ii) In respect of Credited Service after December 31, 1991 the lesser of:
 - (A) the defined benefit limit for the calendar year in which payment of the Retirement Benefit is to commence times the number of years of Credited Service after 1991, or
 - (B) an amount that is the product of:
 - (1) two percent (2%) per year of Credited Service after 1991, and
 - (2) the highest average compensation indexed to the calendar year in which payment of the Retirement Benefit is to commence.
- (b) The annual Retirement Benefit including the supplementary retirement benefit payable in a calendar year after the calendar year in which payment of the Retirement Benefit commences shall not exceed the maximum initial annual Retirement Benefit determined as above multiplied by the ratio of the adjusted CPI for such calendar year to the CPI for the calendar year in which payment of Retirement Benefit commenced.

~~(i) except that the above prohibition does not apply to the portion of the annual Retirement Benefit derived from a Member's additional voluntary contributions.~~

(7) Maximum Benefit Rules - Application

- (a) Notwithstanding any other section hereof, the initial annual lifetime Retirement Benefit payable in accordance with this Section ~~8,9~~, whether upon retirement, termination of ~~employment~~Covered Employment or termination of the Plan, shall not exceed the amount set out in subsection (6) above.
- (b) In this Section ~~89~~ and Section ~~1112~~ the words and phrases set forth below shall have the following meanings unless a different meaning is plainly required by the context:
 - (i) “highest average compensation indexed to the calendar year in which payment of the Retirement Benefit is to commence” means one-third (1/3) of the aggregate indexed monthly compensation for three (3) non-overlapping periods of twelve (12) consecutive months. Indexed monthly compensation is calculated by multiplying the monthly compensation received from the University by the ratio of the average wage for the calendar year in

which the payment of Retirement Benefit is to commence to the average wage for the calendar year in which the compensation was received.

Indexed monthly compensation for a month occurring prior to January 1986 is calculated by multiplying the monthly compensation received from the University by the ratio of the average wage of the calendar year in which the payment of Retirement Benefit is to commence to the average wage for 1986.

In the event that average wage for one or more calendar years in the period commencing with the later of 1986 and the year in which the compensation was received and ending with the year prior to the calendar year in which payment of the Retirement Benefit is to commence is higher than the average wage for the calendar year in which payment of the Retirement Benefit is to commence then the highest of such values of the average wage shall be used in place of the average wage for the calendar year in which payment of the Retirement Benefit is to commence in calculating the indexed monthly compensation.

In the event that the Member has not been employed ~~by the University~~in Covered Employment for three (3) non-overlapping periods of twelve (12) consecutive months, the highest average compensation indexed to the calendar year in which payment of the Retirement Benefit is to commence will be determined as twelve (12) times the average indexed monthly compensation over all months for which the Member has been employed ~~by the University~~in Covered Employment.

- (ii) “defined benefit limit” means in respect of a calendar year prior to 1996, \$1,722 and in respect of a calendar year after 1995 such amount as is determined in accordance with Regulation 8500(1) of the Income Tax Act.
- (iii) “adjusted CPI” for a calendar year means the CPI for such calendar year or, if higher, the highest value of the CPI for a calendar year in the period commencing with the calendar year in which payment of Retirement Benefits commenced and ending with the calendar year prior to the calendar year for which the adjusted CPI is to be determined.
- (iv) “CPI” for a calendar year means the average Consumer Price Index for Canada for the months of July, August, and September of the preceding calendar year.

(v) “average wage” for a calendar year means the Average Industrial Wage for Canada for September of the preceding calendar year.

10 ~~9~~-OPTIONAL RETIREMENT BENEFITS

- (1) ~~The optional Retirement Benefits provided under the Plan are as follows and, subject~~Subject to the approval of the Investments and Administration Committee, ~~may be elected~~ and subsection 10(2), a Member may, at any time prior to his or her retirement date, elect one of the following optional Retirement Benefits provided under the Plan in lieu of the normal Retirement Benefits otherwise payable by ~~a proper written request of the Member~~delivering the Prescribed Form to the Investments and Administration Committee ~~and, provided further~~ that the Member elects to receive Retirement Benefits payable under a Prior Pension Plan under the same form of optional benefit with the first payment due and payable on his or her retirement date.

~~Notwithstanding the above, a Member who has a Spouse at date of retirement must elect a joint and survivor optional Retirement Benefit which continues at 60% or more to the Member's Spouse after the Member's death, unless the Spouse completes a waiver in the form prescribed in the Pension Benefits Standards Act.~~

- (a) Joint and Last Survivor Option
- (i) A Member who has a Spouse on his or her retirement date may, prior to retirement, elect the Actuarial Equivalent of his or her normal Retirement Benefit in the form of a smaller monthly benefit with the provision that upon the Member's death after monthly payments begin there shall be payable a Retirement Benefit for life to a surviving designated joint annuitant, in a greater amount than is provided under the normal form but no greater than the amount payable during the Member's lifetime.
- (ii) A Member electing to exercise this option must, at the time the election is made:
- (A) Specify the name of the person who is to be the joint annuitant,
- (B) Specify the portion of the Retirement Benefit to be continued to the joint annuitant, and
- (C) Furnish satisfactory proof of age of the joint annuitant.
- (iii) A designated joint annuitant shall not be changed and shall be, in all cases, the Spouse of the Member living at the time the optional Retirement Benefit is selected, as herein above provided.

(b) Life Annuity with Minimum Guaranteed Period

- (i) A Member who has no Spouse on his or her retirement date may, prior to retirement, elect to receive the Actuarial Equivalent of his or her normal Retirement Benefit in the form of a somewhat larger or a somewhat smaller monthly Retirement Benefit by requesting that such monthly Retirement Benefit payments shall be payable for a minimum guaranteed period. The maximum acceptable guarantee period is fifteen years.
- (ii) A Member whose Spouse completes a waiver in the form prescribed in the Pension Benefits Standards Act may, prior to retirement, elect to receive alternative payment where benefits are the Actuarial Equivalent of the normal form of benefit for a Member who does not have a Spouse at retirement date. The maximum acceptable guarantee period is fifteen years.

(2) Spousal Entitlement and Waiver

- (a) If a Member has a Spouse on his or her retirement date, the Member must elect a joint and survivor optional Retirement Benefit which continues at 60% or more to the Member's Spouse after the Member's death.
- (b) If a Member has a Spouse on his or her retirement date, the Member may elect to receive a Retirement Benefit that does not comply with paragraph (2)(a) by providing to the Investments and Administration Committee:
 - (i) a statement in the Prescribed Form by the Member's Spouse that states the Spouse is aware of his or her entitlement to a joint and survivor pension under paragraph (2)(a), waives that entitlement, and was signed by the Spouse, not more than 90 days before the Member's retirement date, in the presence of a witness and outside the presence of the Member, or
 - (ii) confirmation, in a form and manner satisfactory to the Investments and Administration Committee, that section 145 of the Family Law Act applies.
- (c) A Spouse who has validly signed a statement under paragraph (2)(b) is deemed to be the sole Designated Beneficiary of the Member despite any actual designation of a Designated Beneficiary under subsection 18(4) or any other law relating to such an actual designation.
- (d) Paragraph (2)(c) does not apply if the Investments and Administration Committee receives:

- (i) a statement in the Prescribed Form by the Member's Spouse that states the Spouse is aware of his or her entitlement under paragraph (2)(c), waives that entitlement; and was signed by the Spouse, before the Member's death, in the presence of a witness and outside the presence of the Member, or
- (ii) confirmation, in a form and manner satisfactory to the Investments and Administration Committee, that section 145 of the Family Law Act applies.
- (e) If a Spouse who is deemed to be a Designated Beneficiary pursuant to paragraph (2)(c) does not survive the Member, another person who has actually been designated as the Designated Beneficiary pursuant to subsection 18(4) is the Member's Designated Beneficiary.
- (f) A waiver under paragraph (2)(b) or (2)(d) of an entitlement to a benefit is void if the Member dies before his or her retirement date.
- (g) Where a Member has elected an optional form of pension that has commenced to be paid, such election shall be final, and in the case of a joint and last survivor form of pension, the joint annuitant may not be changed.

11 ~~10~~ DEATH BENEFITS

(1) Before Retirement

(a) ~~In the event of the death~~If a Member dies before his or her retirement of ~~adate and the~~ Member ~~who is survived by a Spouse, such deceased Member's Spouse shall be~~had a Spouse at the time of his or her death and the Spouse has not waived her or her entitlement pursuant to subsection (4), the Spouse is entitled to:

(i) ~~A Retirement Benefit payable during his or her remaining lifetime, but guaranteed for 120 monthly payments in any event, equal to one-half of the Retirement Benefit accrued to the credit of the Member up to date of death.~~

(i) ~~(ii) The accrued benefit referred to above shall be calculated on the basis of the Member's Average Annual Basic Salary and Credited Service. The Retirement Benefit payable to the Spouse shall~~a Retirement Benefit payable during the Spouse's remaining lifetime, but guaranteed for 120 monthly payments in any event, which will be increased or decreased annually corresponding to changes in the Consumer Price Index as provided under ~~Section 8(4)~~subsection 9(4) and which is the Actuarial Equivalent of the Commuted Value of the Member's Retirement Benefit accrued to the date of death; or

(ii) a transfer of the Commuted Value of the Retirement Benefit described in subparagraph (i) above to:

(A) a Locked-in Retirement Account; or

(B) another registered pension plan provided that such plan will accept the transfer and require that the transferred amount be paid out of that plan in a form of pension that is required or allowed by the Pension Benefits Standards Act.

The Spouse must elect one of the above options within 90 days of receiving the statement required by the Pension Benefits Standards Act and if he or she does not make such election within this time limit, the Spouse is limited to the option(s) offered at the discretion of the University in accordance with the Pension Benefits Standards Act.

(b) ~~In the event of the death~~If a Member dies before his or her retirement of ~~adate and the~~ Member ~~who is~~did not ~~survived by a Spouse, or whose Spouse has completed a waiver in the form prescribed under the Pension~~

~~Benefits Standards Act, there shall be payable to such deceased~~have a Spouse at the time of his or her death or the Spouse has waived his or her entitlement pursuant to subsection (4), the Commuted Value of the Member's Retirement Benefit accrued to the date of death must be paid to the Member's Designated Beneficiary ~~an amount equal to the actuarial value of the Retirement Benefit accrued to date of death assuming that this Retirement Benefit is payable as a ten-year certain and life annuity. The amount of the Retirement Benefit accrued to the date of the death of the Member shall be based upon the Member's Average Annual Basic Salary and Credited Service.~~ as a lump sum.

~~(e) If the deceased Member has made additional voluntary contributions, the amount of Additional Voluntary Contribution Account at date of death will be payable to his or her Designated Beneficiary.~~

(c) ~~(d)~~ Notwithstanding the above, the ~~commuted value~~Commuted Value of the benefit payable under ~~subsections~~paragraph (1)(a) or (1)(b) above shall not be less than:

- (i) the Member's required contributions to the Plan prior to January 1, 1993 with Interest to date of death; plus
- (ii) the greater of:
 - (A) the Member's required contributions to the Plan on or after January 1, 1993 with Interest to date of death; or
 - (B) ~~60% of the commuted value~~Commuted Value of the benefit accrued by the Member on or after January 1, 1993.

(e) ~~The Spouse of a Member who dies prior to attaining age fifty-five (55) shall have the option of transferring the commuted value of any benefit~~

(d) If the deceased Member has made additional voluntary contributions, such additional voluntary contributions are payable in accordance with ~~this Section 10(1) to:-~~

~~(i) a Locked-in Registered Retirement Savings Plan or Life Income Fund;~~

~~(ii) an insurance company to purchase a life annuity; or~~

~~(iii) another registered pension plan provided that such plan will accept the transfer and provided that the administrator of such plan agrees in writing to administer such funds as a life annuity within the conditions of the Pension Benefits Standards Act and the Income Tax Act and any administrative rules thereunder.~~ subsection 21(7).

(e) ~~(f)~~ Any transfer made in accordance with this ~~section~~ Section 11 shall be subject to the restrictions in the Pension Benefits Standards Act with regard to the solvency of the Plan and shall be subject to the approval of the Minister of Finance as and when required under the Income Tax Act.

(2) After Retirement or Disability

In the event of the death of a Retired Member the sums payable, if any, shall be in accordance with the form of Retirement Benefit or disability Retirement Benefit payable to such Retired Member.

(3) Proof of Death

Payment arising or conditional upon the death of any Member, Retired Member, beneficiary or joint annuitant or upon the continued life of a Member, Retired Member, beneficiary or joint annuitant or upon the happening of any other event or contingency upon which a payment shall be made only after receipt by the Investments and Administration Committee of satisfactory proof of such death or from time to time of such continued life or the happening of such event or contingency, as the case may be.

(4) Waiver of Spousal Entitlement

(a) A Member's Spouse may waive his or her entitlement pursuant to this Section 11 by delivering a signed waiver in the Prescribed Form to the Investments and Administration Committee.

(b) If a waiver pursuant to paragraph (4)(a) 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.

(c) Despite any other provision of this Plan, if a Spouse waives his or her entitlement under this Section 11, the Spouse is not entitled to receive any benefit by way of lump sum payment as the Member's Designated Beneficiary.

12 ~~11~~ **TERMINATION OF COVERED EMPLOYMENT**

(1) If a Member terminates Covered Employment, such terminating Member may elect to:

(a) ~~(1) If a Member terminates employment, such terminating Member shall be entitled to~~ receive a paid-up deferred Retirement Benefit payable at his or her ~~normal retirement date~~ Normal Retirement Date equal to the Retirement Benefit accrued to his or her credit under the Plan up to the date of termination in accordance with ~~Section 8(1)~~;

~~PROVIDED THAT such a terminated Member may elect prior to attaining age fifty-five (55) to have the commuted value of the paid-up deferred Retirement Benefit to which the Member is entitled, less any amounts payable to such Member under a Prior Pension Plan transferred to:~~ subsection 9(1); or

(b) subject to subsection 22(2), if he or she has not attained age 55, have the Committed Value of the paid-up deferred Retirement Benefit to which the Member is entitled, less any amounts payable to such Member under a Prior Pension Plan transferred to:

(i) ~~(a)~~ a Locked-in ~~Registered Retirement Saving Plan or Life Income Fund~~;

~~(b) an insurance company to purchase a life annuity~~ Account; or

(ii) ~~(e)~~ another registered pension plan provided that such plan will accept the transfer and provided require that the ~~administrator of such plan agrees in writing to administer such funds as a life annuity within the conditions of~~ transferred amount be paid out of that plan in a form of pension that is required or allowed by the Pension Benefits Standards Act ~~and the Income Tax Act and any administrative rules thereunder~~,

PROVIDED THAT the amounts transferable shall not be less than the amounts, if any, held in the Trust Fund arising from contributions to a Prior Pension Plan as determined by the Investments and Administration Committee.

(2) A terminating Member must make the election described in subsection (1) as follows:

(a) if the Member wishes to elect the option set out in paragraph (1)(b), he or she must elect such option prior to attaining age 55 and if such election is

not made prior to the Member attaining age 55, he or she will be limited to the option set out in paragraph (1)(a);

(b) if the Member wishes to elect the option set out in paragraph (1)(a) or has attained the age of 55, he or she must make application for the commencement of such Retirement Benefit payments prior to November 1 in the year in which the Member attains age 71.

(3) (2) A terminated Member who elects to receive a paid-up deferred Retirement Benefit from the Plan shall be entitled to retire early in accordance with ~~Section 6~~subsection 7(2) and shall be entitled to the benefit set forth in ~~Section 8~~paragraph 9(2)(b).

~~(3) A Member who is entitled to Retirement Benefit payments commencing on his or her normal retirement date pursuant to this Section 11 must make application for the commencement of such Retirement Benefit payments prior to November 1 in the year in which the Member attains age 71.~~

(4) The amount of the paid-up deferred Retirement Benefit payable under this Plan to any terminating Member shall be calculated on the basis of the Member's Average Annual Basic Salary and Credited Service.

(5) Annual Adjustment to paid-up Deferred Retirement Benefit up to December 31, 2011

(a) Subject to the provisos hereinafter contained in this ~~Section 11~~subsection 12(5), the annual paid-up deferred Retirement Benefit payable to a Member in accordance with this section shall be adjusted as at the January 1 next following date of termination of ~~employment~~Covered Employment and at each succeeding January 1 during the Member's lifetime prior to commencement of his or her pension so that the amount payable shall be an amount equal to the product obtained by multiplying:

(i) For Terminations Prior to January 1, 1993:

(A) the amount that would have been payable if no adjustment had been made under this subsection since his or her termination date, by the ratio that the Consumer Price Index for Canada (referred to herein as the CPI) as published by Statistics Canada as at the September 1 preceding the January 1 of the said succeeding calendar year bears to the Index at the September 1 of the calendar year in which the Member's date of termination occurred,

(B) PROVIDED HOWEVER that such ratio may not exceed the ratio of the Average Industrial Wage for Canada

(referred to herein as the Average Wage) for the same period,

- (C) PROVIDED FURTHER that the adjusted amount payable in the said succeeding Plan Year shall not exceed the amount obtained by multiplying the amount payable for the last month of the immediately preceding Plan Year by 1.03 nor be less than the amount obtained by dividing the amount payable for the last month of the immediately preceding Plan Year by 1.03,
- (D) PROVIDED FURTHER, that the annual paid-up deferred Retirement Benefit payable to a Member shall not be less than his initial annual paid-up deferred Retirement Benefit as herein defined.

(ii) For Terminations on and after January 1, 1993:

- (A) the amount that would have been payable if no adjustment had been made under this subsection since his or her termination date, by the ratio that the CPI, as published by Statistics Canada as at the September 1 preceding the January 1 of the said succeeding calendar year bears to the CPI as of the first day of the fourth month preceding the Member's date of termination,
- (B) PROVIDED HOWEVER that such ratio may not exceed the ratio of the Average Wage for the same period,
- (C) PROVIDED FURTHER that the adjusted amount payable each month in the said succeeding Plan Year shall not exceed the amount obtained by multiplying the amount payable for the last month of the immediately preceding Plan Year by 1.03 (or one plus .0025 times the number of months since termination, if the Member terminates in such Plan Year) nor be less than the amount obtained by dividing that amount payable for the last month of the immediately preceding Plan Year by 1.03,
- (D) PROVIDED FURTHER, that the annual Retirement Benefit, payable monthly, to a Member shall not be less than his or her initial annual, paid-up deferred Retirement Benefit as herein defined.

(6) Annual Adjustment to paid-up Deferred Retirement Benefit Payable Effective January 1, 2012

- (a) The annual paid-up deferred Retirement Benefit, including any previous adjustments applied up to January 1, 2011 under subsection (5) above, shall be adjusted as at January 1 next following the Member's termination date and at each succeeding January 1 prior to commencement of his or her pension.
- (b) The minimum adjustment in a particular year is zero and the maximum adjustment is 3% of the amount paid immediately prior to the adjustment. If less than 12 months have elapsed since the Member's termination date, the maximum adjustment is 0.25% for each month that has elapsed from the Member's termination date to the adjustment date,
- (c) PROVIDED HOWEVER that such adjustment may not exceed the ratio of the Average Industrial Wage for Canada (referred to herein as the Average Wage) for the same period.
- (d) The amount of the annual adjustment to benefits in a particular year shall be calculated as the pension eligible for adjustment in ~~subsection~~paragraph (6)(a) above, that includes all previous annual adjustments, adjusted:
 - (i) by the percentage change in the average of the Consumer Price Index in the 12-month period ending September 30 in the immediately preceding year, and the average of the Consumer Price Index in the 12-month period ending September 30 in the year immediately prior to that preceding year,
 - (ii) plus or minus any Carry Forward addition or deduction from the immediately preceding year as described in ~~subsection~~paragraph (6)(f) below, subject to the limits described in ~~subsection~~paragraph (6)(b) above.
- (e) If less than 12 months have elapsed since the Member's termination date, the value of the adjustment calculated in ~~subsection~~paragraph (6)(d) above will be reduced to the amount obtained by multiplying the percentage change by 1/12 for each month that has elapsed from the Member's termination date to the adjustment date.
- (f) If the unlimited adjustment calculated in ~~subsection~~paragraph (6)(d) above exceeds the maximum adjustment described in ~~subsection~~paragraph (6)(b) above, the amount by which the unlimited adjustment exceeds the maximum shall be a Carry Forward addition in the subsequent year's adjustment calculation. If the unlimited adjustment calculated in ~~subsection~~paragraph (6)(d) above is negative, this negative amount shall be a Carry Forward deduction in the subsequent year's adjustment calculation.

- (7) If a terminating Member has made additional voluntary contributions ~~such, the~~ Member ~~shall be~~ is entitled to ~~receive one of the following:~~ the options set out in subsection 21(8).
- ~~(a) the amount of the Member's Additional Voluntary Contribution Account at date of termination in a lump sum, or~~
 - ~~(b) the amount of the Member's Additional Voluntary Contribution Account paid in a lump sum as a contribution to or under another registered pension fund or plan, or~~
 - ~~(c) that paid-up deferred Retirement Benefit, payable from the Member's normal retirement date, which can be provided by the Member's Additional Voluntary Contribution Account at date of termination increased by the Member's pro rata share of the investment earnings of the Trust Fund to normal retirement date, provided that the Member has elected to receive a paid-up deferred Retirement Benefit payable under this Plan pursuant to this Section 11.~~
- (8) Any transfer of the ~~commuted value~~ Commuted Value of a paid-up deferred Retirement Benefit made in accordance with this Section ~~11~~ 12 shall be subject to the restrictions in the Pension Benefits Standards Act with regard to the solvency of the Plan.

13 ~~12~~-DISABILITY RETIREMENT

- (1) Prior to April 1, 2006, a Member who is an employee of the University and who:
 - (a) becomes disabled with a physical or mental condition that is severe and prolonged. “Severe” means the condition prevents the Member from working regularly at any job, and “prolonged” means the condition is long term or may result in death, and
 - (b) is so certified by a medical doctor licensed to practice under the laws of a Province of Canada or of the place where the Member resides, and
 - (c) has commenced receipt of Canada Pension Plan disability, and
 - (d) has exhausted any sick leave benefits, and
 - (e) has exhausted any entitlement to wage loss payments from the Worker’s Compensation Board

will be entitled to a disability Retirement Benefit under this Plan. The amount of the disability benefit will be equal to the Retirement Benefit which would be payable to the Member at ~~normal-retirement-date~~Normal Retirement Date calculated on the basis of Average Annual Basic Salary preceding date of disability and total service from date of membership in this Plan (including contributory service under any Prior Pension Plan) up to ~~normal-retirement-date~~Normal Retirement Date.

- (2) The first payment of the disability Retirement Benefit shall be made on the later of:
 - (a) the date of commencement of Canada Pension Plan disability benefits;
 - (b) the date of exhaustion of sick leave payments; and
 - (c) the date of expiry of Worker’s Compensation Board wage loss payments.
- (3) The Retired Member will be required to provide on an annual basis evidence that he or she continues to be disabled with a physical or mental condition that is severe and prolonged and in receipt of Canada Pension Plan disability benefits.
- (4) In the event that a Member becomes entitled to a disability Retirement Benefit prior to January 1, 1992,
 - (a) such benefit will cease on the earliest of the following dates:
 - (i) the Retired Member’s date of death;

- (ii) the date the Retired Member is no longer eligible for Canada Pension Plan disability benefits; and
 - (iii) the Retired Member's normal retirement date.
 - (b) On attainment of ~~normal retirement date~~Normal Retirement Date, the Retired Member would then be eligible to receive a Retirement Benefit calculated in accordance with Section 89 of this Plan based upon his or her membership service under this Plan including the period when in receipt of a disability benefit.
- (5) In the event that a Member becomes entitled to a disability Retirement Benefit between January 1, 1992 and March 31, 2006,
- (a) Such disability benefit will be payable on the normal form of Retirement Benefit in accordance with Section 7.8.
 - (b) Should such annual disability Retirement Benefit payable exceed the YMPE in the year in which the effective date of disability occurs, then the Member shall be entitled to a disability Retirement Benefit equal to the greater of the YMPE in the year in which the effective date of disability occurs and the Retirement Benefit which would be payable to the Member at ~~normal retirement date~~Normal Retirement Date calculated on the basis of his or her service from membership in this Plan (including contributory service under any Prior Pension Plan) up-to-date of disability.
 - (c) The disabled Member may elect an optional Retirement Benefit in accordance with Section 910 and the disability Retirement Benefit will be increased annually in accordance with ~~Section 8~~subsection 9(4). Such disability Retirement Benefit will cease on the earliest of the following dates:
 - (i) The Retired Member's date of death (unless an optional form providing continuance to the Retired Member's surviving Spouse is elected at date of disability);
 - (ii) the date the Retired Member is no longer eligible for Canada Pension Plan disability benefits.

14 ~~13~~ GOVERNANCE OF PLAN

(1) ~~Duty to Create Committees~~ Administrator

For the purposes of the Pension Benefits Standards Act, the University is the “administrator” of the Plan, and has ultimate legal responsibility for the administration of the Plan and the investment of the Trust Fund. ~~To enable the University to discharge these responsibilities, the Board of Governors shall constitute~~

The University shall be responsible for the overall operation and administration of the Plan and shall have the power to decide all matters concerning the operation, administration and interpretation of the Plan. The University may delegate any and all of its authorities and responsibilities under the Plan to such agents, employees or committees as it deems reasonable, including the Governance Committee, the Investments and Administration Committee and the Pension Advisory Committee described in this Section 13, and the Investments and Administration Committee; provided, however, that the University is satisfied that any parties to whom it delegates have the necessary qualifications to carry out the delegated responsibilities, and the University ensures that the supervision of such parties is prudent and reasonable.

(2) Governance Committee

~~(a) There shall be a “Governance Committee” which shall oversee the governance of the Plan.~~

~~(b) Composition of Governance Committee~~

~~The Governance Committee shall consist of the following:~~

~~(i) the Vice-President, Finance and Operations;~~

~~(ii) the Associate Vice-President, Financial Planning and Operations;~~

~~(iii) the Associate Vice-President, Human Resources;~~

~~(iv) the Director, Pensions and Investments; and~~

~~(v) a member of the Board of Governors, appointed by the Board of Governors, or a person external to the University who is experienced in pension plan matters, appointed by the Board of Governors.~~

~~(c) Non-Voting Members of Governance Committee~~

~~The Governance Committee may designate one or more officers or employees of the University with specific expertise to act as non-voting members of the Committee to assist the Governance Committee in its deliberations and activities. Unless the Governance Committee otherwise directs, the Manager, Pension Administration, shall be a non-voting member of the Governance Committee, and shall act as the Secretary of the Governance Committee.~~

~~(d) Powers of Governance Committee~~

~~The Governance Committee shall have all powers necessary to oversee this Plan in accordance with its terms, including the power to:~~

- ~~(i) develop a strategic plan that
 - ~~(A) establishes the mission and objectives of the Plan, as approved by the Board of Governors;~~
 - ~~(B) sets out targets, performance measures, and reporting requirements and such other steps as are necessary to evaluate success in meeting the Plan's mission and objectives, and~~
 - ~~(C) provides for a periodic review of the Plan's governance structure to ensure that it continues to be appropriate to enable the Plan to meet its mission and objectives;~~~~
- ~~(ii) appoint members to the Investments and Administration Committee, in accordance with subsections (3)(b)(v) and (3)(b)(vi) below, and appoint members to the Pension Advisory Committee in accordance with subsections (8)(b)(i)(E) and (8)(b)(i)(F) below;~~
- ~~(iii) recommend to the Board of Governors amendments to the Plan that the Governance Committee deems necessary or advisable so that the Plan remains compliant with applicable law, and continues to meet its mission and objectives;~~
- ~~(iv) interpret the provisions of the Plan in matters where the interpretation is without precedent and may either have a large single material impact or a widespread material impact; and~~
- ~~(v) adopt and maintain policies, including, but not limited to:
 - ~~(A) a Policy on Delegated Signing Authorities which shall be subject to the approval of the Board of Governors; in the absence of a policy, any agreements, notices or other documentation required in connection with the investment of the Trust Fund, or the administration or payment of benefits under the Plan must be signed~~~~

~~by no less than two officers or employees of the University who are members of the Governance Committee;~~

- ~~(B) a Code of Conduct Policy and a Conflict of Interest Policy for all Committees under this Section 13;~~
- ~~(C) a Discretionary Fee Policy applicable to the administration of pension division and subject to applicable laws and regulations, and~~
- ~~(D) a Small Benefit Policy which shall be subject to approval of the Board of Governors and applicable laws and regulations and which establishes the minimum amount of a benefit calculated under the provisions of this Plan below which the benefit must be paid to the member in the form of a commuted value of that benefit and not in the form of a monthly pension.~~

~~(e) Reports-~~

~~The Governance Committee shall:-~~

- ~~(i) prepare and present to the Board of Governors at least annually a report on the administration of the Plan and the University's compliance with the provisions of the Plan, the Pension Benefits Standards Act and the Income Tax Act that do not relate to the investment of the Trust Fund; and~~
- ~~(ii) receive a report on the actuarial valuation, and on periodic asset/liability studies as commissioned by the Investments and Administration Committee.~~

~~(f) Meetings of Governance Committee~~

~~The Governance Committee shall meet at least two times annually. The Committee may establish rules and procedures for the conduct of the Committee and its meetings.—~~

~~(g) Binding Nature of Decisions~~

~~Decisions and determinations of the Governance Committee not inconsistent with the provisions of the Plan shall be binding and conclusive on all interested persons.~~

The University shall establish a Governance Committee to oversee the governance of the Plan. The composition, powers and responsibilities of the Governance Committee are more particularly set out in the Plan's governance policy.

(3) Investments and Administration Committee

~~(a) There shall be an “Investments and Administration Committee” which shall discharge the University’s obligations relating to the investment of the Trust Fund and the administration of the Plan.—~~

~~(b) Composition of Investments and Administration Committee~~

~~The Investments and Administration Committee shall consist of the following:~~

- ~~(i) the Associate Vice President, Financial Planning and Operations;~~
- ~~(ii) the Associate Vice President, Human Resources;~~
- ~~(iii) the Assistant Treasurer;~~
- ~~(iv) the General Counsel;~~
- ~~(v) three others appointed by the Governance Committee with demonstrated expertise in one or more of the field(s) of investments, communications, or staff management; and~~
- ~~(vi) an active Member of the Plan, appointed by the Governance Committee.~~

~~(c) Non-Voting Members of Investments and Administration Committee~~

~~The Investments and Administration Committee may designate one or more officers or employees of the University with specific expertise to act as non-voting members of the Committee to assist the Investments and Administration Committee in its deliberations and activities. Unless the Investments and Administration Committee otherwise directs, the Manager Pension Administration shall act as the Secretary of the Investments and Administration Committee.~~

~~(d) Duties of Investments and Administration Committee~~

~~The Investments and Administration Committee shall have the duty to invest the Trust Fund in accordance with the terms of this Plan and applicable law, and to administer the Plan and ensure its operation in accordance with its terms, including the duty to:~~

- ~~(i) appoint a Trustee for the Trust Fund and enter into a Trust Agreement for the performance of the duties set out in Section 14;~~
- ~~(ii) recommend to the Board of Governors a statement of investment policies and procedures (“SIP&P”) for the Plan, which satisfies the requirements of the Pension Benefits Standards Act, and in accordance with the SIP&P:
 - ~~(A) appoint and terminate investment managers, performance measurement services, consultants and such other service providers~~~~

- ~~as are needed to ensure the efficient and prudent investment of the Trust Fund;~~
- ~~(B) employ consultants and other service providers to conduct periodic asset/liability studies as it may deem necessary to ensure the appropriate asset allocation in the Trust Fund;~~
 - ~~(C) take such steps as are necessary to monitor investment performance and mandate compliance by the investment managers;~~
 - ~~(D) determine the materiality of and approve temporary deviations from the SIP&P in respect of asset mix ranges and allowable investments;~~
 - ~~(E) prepare and present a report at least semi-annually to the Board of Governors on the financial position of the Plan, the investment performance of the Trust Fund, and the University's compliance with the provisions of the Plan, Pension Benefits Standards Act and the Income Tax Act relating to the investment of the Trust Fund, and~~
 - ~~(F) no less frequently than once in every Plan Year, review the SIP&P and either
 - ~~(1) confirm to the Board of Governors the statement's continued appropriateness; or~~
 - ~~(2) recommend to the Board of Governors such amendments to as it considers appropriate;~~~~
- ~~(iii) on an annual basis, provide a report to the Governance Committee on the degree of success in meeting the mission and objectives of the Plan;~~
 - ~~(iv) appoint an Actuary to
 - ~~(A) at least triennially, conduct a review of the Plan's assets and liabilities, based on assumptions determined by the Committee in consultation with the Actuary, and~~
 - ~~(B) provide advice on actuarial matters and the adoption of mortality and other tables as necessary or appropriate for the operation of the Plan;~~~~
 - ~~(v) subject to the approval of the Board of Governors, create reserves within the Trust Fund for any purpose;~~

- ~~(vi) review and approve the annual report and financial statements prepared by employees of the University and appoint an auditor to express an opinion on the financial statements;~~
- ~~(vii) make all annual returns and other filings with regulatory authorities in respect of the Plan;~~
- ~~(viii) subject to approval by the Vice President, Finance and Operations, adopt the annual budget for Plan operating expenses;~~
- ~~(ix) determine, from time to time, the necessity of fiduciary insurance for any members of the Governance, and Investments and Administration Committees, and if deemed necessary acquire and thereafter periodically review the terms of such insurance;~~
- ~~(x) employ and supervise such counsel and agents and obtain and supervise such clerical services as it may deem necessary or appropriate in carrying out the provisions of the Plan;~~
- ~~(xi) interpret the provisions of the Plan and determine any questions arising under the Plan, or in connection with the investment, administration or operation thereof, including but not limited to:
 - ~~(A) determining the eligibility of any employee to be or become a Member of the Plan, and~~
 - ~~(B) determining the Credited Service of any Member and computation of the amount of Retirement Benefit, or other sum, payable under the Plan to any person;~~~~
- ~~(xii) subject to the approval of the Governance Committee and the Board of Governors, enter into reciprocal agreements on behalf of the University with sponsors of other registered pension plans;~~
- ~~(xiii) approve the format for Member annual statements; and~~
- ~~(xiv) cause to be created and review and provide recommendations for mass Member and Retired Member communications, and educational materials such as that information presented on the Plan website and via brochures, newsletters and bulletins.~~
- (e) Reports provided to the Investments and Administration Committee

The Investments and Administration Committee shall receive reports on

 - (i) the findings of the auditor with respect to the annual audit of the financial statements; and

~~(ii) the rebalancing or allocation of funds to investment managers in accordance with parameters established in the SIP&P.~~

~~(f) Meetings of Investments and Administration Committee~~

~~The Investments and Administration Committee shall meet at least four times annually. The Committee may establish rules and procedures for the conduct of the Committee and its meetings.~~

~~(g) Binding Nature of Decisions~~

~~Decisions and determinations of the Investments and Administration Committee not inconsistent with the provisions of the Plan shall be binding and conclusive on all interested persons.~~

~~(4) Adoption and Amendment of Investment Policy~~

- ~~(a) The Board of Governors, acting to the extent it considers appropriate on the recommendations received from the Investments and Administration Committee pursuant to subsection (3)(d)(ii) above, shall adopt, review and amend the SIP&P in accordance with the requirements of the Pension Benefits Standards Act.~~
- ~~(b) All investments of the assets in the Trust Fund and other Plan financial decisions must be made in accordance with the Pension Benefits Standards Act and the Income Tax Act, and in the best financial interests of the Members, Retired Members and other individuals with entitlement to benefits under the Plan. The assets of the Trust Fund must be invested in a manner which a reasonable and prudent person would apply in respect of a portfolio of investments made on behalf of another person to whom there is owed a fiduciary duty to make investments without undue risk of loss and with a reasonable expectation of a return on the investments commensurate with the risk.~~

~~(5) Fiduciary Responsibilities of Governance Committee and Investments and Administration Committee~~

~~In discharging their responsibilities as administrators in connection with the Plan and the Trust Fund, the members of the Governance Committee and Investments and Administration Committee must:~~

- ~~(a) act honestly, in good faith and in the best interests of the Members, Retired Members, and any other persons entitled to benefits under the Plan to whom a fiduciary duty is owed, and~~
- ~~(b) exercise the care, diligence and skill that a person of ordinary prudence would exercise when dealing with the property of another person.~~

~~(6) Delegation of Responsibilities~~

- ~~(a) Unless otherwise indicated in this Plan, the Governance Committee or the Investments and Administration Committee may delegate such of their respective responsibilities as either deems appropriate, provided that the Committee ensures that any party to whom it delegates responsibilities are properly supervised by the Committee, and has the appropriate skills and training to carry out the responsibilities delegated to them.~~
- ~~(b) The Governance Committee and the Investments and Administration Committee shall ensure that if they delegate any of their responsibilities to other parties, such parties shall report to such Committee at such intervals as may be established by the Committee.~~

- (e) ~~The Board of Governors may create a committee of its members to liaise with the Committees described in this Section 13 and receive the reports described above. Until the Board of Governors designates otherwise, its standing finance committee shall act as such committee. Any such committee shall report to the remainder of the Board of Governors in such manner as the Board of Governors directs.~~

The Governance Committee shall establish an Investments and Administration Committee to discharge the University's obligations relating to the investment of the Trust Fund and the administration of the Plan. The composition, powers and responsibilities of the Investments and Administration Committee are set out in the Plan's governance policy.

(4) ~~(7)~~ Limitation of Liability

Neither the establishment of the Plan, nor any modification thereof, nor any action taken hereunder, nor any omission to act, if done honestly and in good faith and not constituting willful misconduct by the Governance Committee, the Investments and Administration Committee or any member of either Committee, or by the University or any employee thereof, shall be construed as giving to any Member, Retired Member or other person, any legal or equitable right against the University, the Governance Committee, the Investments and Administration Committee, any member of either Committee or any employee of the University. No Committee member shall be liable for the act or omission of any other Committee member, or of any agent or employee of the Committee or of the University.

(5) ~~(8)~~ Pension Advisory Committee

~~(a) There shall be~~The University may establish in its sole discretion a "Pension Advisory Committee" ~~which shall~~to promote awareness and understanding of the Plan amongst Members and Retired Members of the Plan ~~and provide advice to the Governance Committee and the Investments and Administration Committee on the financial and administrative aspects of the Plan.~~. The composition, roles and responsibilities of such committee shall be as determined by the University from time to time.

~~(b) Composition of Pension Advisory Committee~~

- ~~(i) The Pension Advisory Committee shall consist of the following:~~
- ~~(A) the Associate Vice President, Financial Planning and Operations;~~
 - ~~(B) the Associate Vice President, Human Resources;~~
 - ~~(C) two members of CUPE 951, appointed by CUPE 951;~~

- ~~(D) two members of CUPE 917, appointed by CUPE 917;~~
- ~~(E) one Exempt Staff member, appointed by the Governance Committee; and~~
- ~~(F) a Retired Member, appointed by the Governance Committee.~~
- ~~(ii) An appointment to the Pension Advisory Committee shall be in effect until revoked by the appointing body. Appointing bodies shall provide written notice of all appointments to the Secretary of the Governance Committee at least one month prior to the effective date of the appointment.~~

~~(c) Responsibilities of the Pension Advisory Committee~~

~~The Pension Advisory Committee shall:~~

- ~~(i) advise the Governance Committee and the Investments and Administration Committee on the effectiveness of the day to day administration of the Plan, and make such recommendations to the Governance Committee and the Investments and Administration Committee as they consider necessary to improve such administration;~~
- ~~(ii) advise the Governance Committee and the Investments and Administration Committee on all pension policy matters, including advice on the overall mission and objectives of the Plan and the continued appropriateness of the structure of the Plan and its effectiveness in providing retirement income to the Members of the Plan;~~
- ~~(iii) promote awareness and understanding of the Plan among Members and Retired Members by assisting in the development of educational programs and Member communications regarding the benefits provided under the Plan; and~~
- ~~(iv) carry out such other tasks or responsibilities relating to the administration of this Plan as the Governance Committee or the Investments and Administration Committee may delegate to the Committee from time to time.—~~

~~(d) Meetings of Pension Advisory Committee~~

~~The Pension Advisory Committee shall meet at least two times annually. The Committee may establish rules and procedures for the conduct of the Committee and its meetings.~~

~~(e) Facilitation of Collective Bargaining~~

~~The University or any of the bargaining agents who represent Members of the Plan may at any time refer any matter relating to the collective bargaining of the benefits payable under the Plan to the Pension Advisory Committee for its advice and comment. Without limitation, the University or any bargaining agent may ask the Pension Advisory Committee to advise on the financial impact of proposed changes to the Plan, or proposed amendments to the Plan designed to implement collectively bargained changes to the Plan. Any such advice or comment given by the Pension Advisory Committee shall be non-binding, and neither the University nor any bargaining agent need consult with the Pension Advisory Committee prior to taking any step relating to the collective bargaining of benefits payable under the Plan, or the implementation of any collectively bargained changes to the Plan.~~

~~(f) Review of Member and Retired Member Communications~~

~~To promote awareness and understanding of the Plan, both the Governance Committee and the Investments and Administration Committee shall use their best efforts to provide draft copies of any material electronic or written communications to the Members or Retired Members to the Pension Advisory Committee for its advice and comments prior to providing them to the Members or Retired Members of the Plan.~~

~~(g) Reports provided to the Pension Advisory Committee~~

~~To facilitate further understanding and awareness of the Plan amongst the members of the Pension Advisory Committee, it shall, on an annual basis, receive a report on the success of the Plan in meeting its objectives, the Plan expense budget, the Plan's financial statements, and, on a triennial basis, the results of the actuarial valuation.~~

~~(h) No Fiduciary or Other Legal Liability~~

~~The Pension Advisory Committee is an advisory body, and has no legal control over the administration of the Plan or the investment of the Trust Fund. Accordingly, the members of the Pension Advisory Committee have no fiduciary or other legal responsibility or liability to anyone in respect of the administration of the Plan or the investment of the Trust Fund.~~

~~(9) Changes in Titles~~

~~If any committee of the Board of Governors or any office or other position with the University referred to in this Section 13 is abolished or otherwise ceases to exist, or the title of such committee, office or position is changed, then the committee, office or position which assumes substantially similar responsibilities to those of the committee, office or other position previously referred to in this Section 13 shall, without further act or formality, assume the rights and responsibilities assigned in this Section 13 to such committee, office or position.~~

15 ~~14~~ TRUST FUND

- (1) The duties of the Trustee shall be those specified in the Trust Agreement and shall include the following:
 - (a) It shall receive from the University, the University's contributions to the trust as set forth in Section ~~56~~ and the Members' contributions as set forth in Section ~~45~~;
 - (b) It shall receive all of the income from the Trust Fund;
 - (c) As directed by the Investments and Administration Committee, it shall pay the funds required for payments under the Plan;
 - (d) As directed by the Investments and Administration Committee or by investment counsel appointed by the Investments and Administration Committee it shall invest and re-invest the corpus and income of the Trust Fund subject to the requirements of the Plan;
 - (e) It shall maintain such records and accounts and shall render such financial statements and reports as may be required from time to time by the University;
 - (f) It shall notify the superintendent within ~~30~~15 days if contributions have not been ~~overdue for 60 days~~ paid within 30 days applicable after the end of the remittance period set out in subsection 5(5) or 6(8), whether or not the contributions were subsequently remitted.
- (2) All payments under the Plan, including all ~~expenses of~~ administration and investment expenses, shall be made or provided for solely from the Trust Fund and solely to the extent that such Trust Fund shall suffice therefor. If the Trust Fund should be insufficient to provide for any payment or benefit under the Plan whatsoever, none of the University, the Investments and Administration Committee, nor the members, officers or representatives of either ~~or both~~ of them shall be liable for any such payment in any manner whatsoever, except as set out in the Pension Benefits Standards Act.
- (3) The Trust Fund must be held and invested in accordance with the Pension Benefits Standards Act.
- (4) Solvency Reserve Account
The University may in accordance with the Pension Benefits Standards Act establish a "solvency reserve account" within the Trust Fund, and make contributions to, and withdrawals from, that solvency reserve account in

accordance with the Pension Benefits Standards Act. Without limitation, no amounts in the solvency reserve account will be used for the payment of Plan benefits or Plan expenses, while the Plan is ongoing, unless at the time of such payment or funding the remainder of the Trust Fund is exhausted.

16 ~~15~~-NON-ALIENATION OF BENEFITS

- (1) Subject to the Pension Benefits Standards Act, Members, Retired Members and beneficiaries under the Plan are hereby restrained from assigning, charging, anticipating, giving as security or surrendering their Retirement Benefits or other Plan benefits or any other rights or interests under the Plan, except that the entitlement of any person to receive a benefit under the Plan is subject to entitlements arising under a separation agreement or order made under the Family Law Act ~~as set forth in Section 18~~, 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 which is filed with the Trustees.
- (2) If any persons who shall be entitled to any benefit under this Plan shall become bankrupt or attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge such benefit, then such benefit shall, in the discretion of the University and in accordance with the Plan, cease and terminate, and in that event the University may cause the same, or any part, to be held or applied to the benefit of such person, Spouse, children or dependents, or any of them, in such manner and in such proportion as the University shall determine.

17 ~~16~~-AMENDMENT AND TERMINATION OF THE PLAN

(1) Amendment

- (a) The University may at any time supplement, modify or amend this Plan provided that no such supplementation, modification or amendment of the Plan or any part thereof shall permit any part of the assets of the Trust Fund to revert to or be recoverable by the University or to be used or diverted to purposes other than for the exclusive benefit of Members, Retired Members or their beneficiaries or joint annuitants under the Plan.

(2) Termination

- (a) The University may terminate the Plan and the Trust Agreement ~~or may terminate any part of the Plan,~~ provided that any such termination shall not be retroactive in effect, and provided that written notice of such termination shall be given ~~within thirty (30) days to the Members of at~~ least 60 days before the effective date of such termination to the Members, Retired Members and the Designated Beneficiaries of deceased Members and Retired Members if they are entitled to benefits from the Plan, and provided that no such termination of the Plan ~~or any part thereof~~ shall permit any part of the assets of the Trust Fund to revert to or be recoverable by the University or to be used or diverted to purposes other than for the exclusive benefit of Members, Retired Members or their beneficiaries or joint annuitants.
- (b) In the event of the ~~complete~~ termination of the Plan, the Investments and Administration Committee shall allocate the assets of the Trust Fund ~~to the following purposes in the following order of priority as follows:~~
- (i) ~~An~~ first, to each Member, an amount ~~which, to the extent funds are available, shall be equal to the aggregate of the Additional Voluntary Contribution Accounts at such date of termination, shall be set aside. Subject to the provisions of subsection (2)(b)(iii) below, each Member shall be entitled to receive a refund of the amounts standing to the credit~~ equal to the value of his or her Additional Voluntary Contribution Account, if any, ~~upon application written thirty (30) days after date of termination.~~ with Interest;
- (ii) ~~An amount which, to the extent funds are available, shall be equal to the total of the required contributions of all Members with interest, at the rate specified herein, shall be set aside. Subject to the provisions of subsection (2)(b)(iii) below, each such Member shall be entitled to receive a refund of his or her respective~~

~~required contributions with interest at the rate provided herein upon application within thirty (30) days after date of termination.~~second, to each Member, Retired Member and Designated Beneficiary of a deceased Member or Retired Member if he or she is entitled to benefits from the Plan, an amount equal to the Member or Retired Member's required contributions with Interest; and

(iii) ~~The balance of the assets of the Trust Fund shall be applied in the following order for the purposes of providing:~~third, to each Member, Retired Member and Designated Beneficiary of a deceased Member or Retired Member if he or she is entitled to benefits from the Plan, the excess if any of his or her accrued benefits on the Plan termination date over the amount allocated under subparagraph (ii).

(A) ~~Retirement Benefit payments to Retired Members and joint annuitants;~~

(B) ~~the payment of Retirement Benefits to those Members eligible for retirement under the Plan at date of termination;~~

(C) ~~the payment of Retirement Benefits to Members who have terminated their employment and are entitled to paid-up deferred Retirement Benefits pursuant to Section 11 hereof;~~

(D) ~~payments for those Members not included in subsections (2)(b)(iii)(A), (2)(b)(iii)(B), and (2)(b)(iii)(C) above.~~

(c) ~~Any Member who does not elect to receive a refund within thirty (30) days after the date of termination as provided in subsections (2)(b)(i) and (2)(b)(ii) of this Section 16, shall have the amount of his or her payments under subsections (2)(b)(iii)(B), (2)(b)(iii)(C) or (2)(b)(iii)(D) of this Section 16, as the case may be, increased by the amount that may be provided by his or her contributions and Interest.~~If, at the Plan termination date, the assets of the Trust Fund are insufficient to provide for all of the benefits contemplated by paragraph (2)(b), the University shall contribute the amounts required to fund those benefits in accordance with the Pension Benefits Standards Act. If despite the preceding sentence, the Trust Fund remains insufficient to provide for all of the benefits contemplated in paragraph (2)(b), the assets of the Trust Fund shall be allocated and distributed pursuant to section 135 of the regulations under the Pension Benefits Standards Act, as amended or replaced from time to time.

(d) ~~The application of such funds under each of the foregoing classifications shall be~~lf, at the Plan termination date, any surplus assets remain after

provision for all the benefits that have accrued up to the date of Plan termination, calculated as described in paragraph (2)(b), such surplus assets shall be distributed to Members and Retired Members in accordance with a non-discriminatory formula adopted by the Investments and Administration Committee, ~~on the basis of Retirement Benefits accrued under the provisions of the Plan and the Credited Service of all Members. When the application of such funds has been calculated on the foregoing basis, the Trust Fund shall be terminated and the respective interests distributed, such distribution to be in the form of cash, annuity contracts or personal registered retirement savings plans as determined by the Investments and Administration Committee subject to the provisions of.~~ Any distribution of excess funds will only be made after appropriate disclosure in accordance with the Pension Benefits Standards Act. ~~No distribution of assets shall be made prior to the~~ and written approval of the ~~Superintendent of Pensions for British Columbia~~ regulating authority.

- (e) Members who have not commenced receipt of a Retirement Benefit at the Plan termination date, may within 90 days of receiving the statement required by the Pension Benefits Standards Act elect to transfer the amount payable under paragraph (2)(b) or (2)(c), as applicable, in accordance with the options set out in paragraph 12(1)(b). If such individual does not make such an election within such time limit, he or she is limited to the options offered at the discretion of the University in accordance with the Pension Benefits Standards Act.

18 ~~17~~-MISCELLANEOUS

(1) Information ~~to Members~~Disclosure

~~(a) Each Member shall be advised of the general provisions of the Plan and, upon written request addressed to the Investments and Administration Committee, shall be furnished with any information reasonably requested regarding the Member's status, rights, and privileges under the Plan.~~ and Designated Beneficiary of a deceased Member entitled to benefits under the Plan shall be entitled to receive or request the statements, Plan documents and other information required to be provided or disclosed by the Pension Board in accordance with the Pension Benefits Standards Act.

~~(b) Each Member shall be entitled to obtain a copy of the Plan upon request.~~

~~(c) Each Member shall be entitled to an annual statement in a form prescribed by the Investments and Administration Committee.~~

(2) Payments

(a) If a person elects a lump sum payment or transfer from the Plan, the payment or transfer shall be made within 60 days after the person completes and files with the Investments and Administration Committee, all documents required to authorize the payment or transfer, including evidence of entitlement. If such payment or transfer occurs more than 180 days after the date on which the Commuted Value of the benefit was determined, the Commuted Value will be redetermined as at a date that is not more than 30 days before the date of payment or transfer. The payment of the entire amount of an individual's entitlement from the Plan shall constitute a complete, final, and binding discharge of all obligations owed by the Plan to an individual and the individual shall thereafter have no right of claim whatsoever against the Plan and, if the individual was a Member, the Member shall for all purposes cease to be a Member of the Plan.

(b) If a payment is in excess of the maximum limit that can be transferred to another plan or to an RRSP under the Income Tax Act, then the amount of that payment that is in excess of that maximum limit is exempt from any lock-in restrictions and must be paid in a lump sum.

(c) ~~If either:~~ Despite any other provision of this Plan, if under the Plan a lump sum cash payment may be payable to a person, and the Income Tax Act permits the entire amount of that cash lump sum to be transferred directly to a registered retirement savings plan, that lump sum payment may be

transferred to a registered retirement savings plan at the option of the person to whom the lump sum is payable.

- (i) ~~the commuted value of the benefit payable to a Member, Limited Member, Retired Member or the surviving Spouse of a Member or Retired Member does not exceed 20% of the YMPE for the calendar year in which the earlier of death, termination of employment, or pension commencement occurred; or~~
- (ii) ~~the monthly pension payable to a Member, Limited Member, Retired Member or the surviving Spouse of a Member or Retired Member, according to the normal form, is less than 1/12 of 10% of the YMPE for the calendar year in which the earlier of death, termination of employment, or pension commencement occurred;~~

(3) Exceptions to Locking-in of Commuted Value of Benefits

(a) Small Benefit

If the Commuted Value of Member or surviving Spouse's entitlement under the Plan is less than 20% of the YMPE for the calendar year in which the Member terminated Covered Employment, retired or died, or any subsequent year in which such Commuted Value is determined prior to the date on which payment of the Member or Spouse's Retirement Benefit commences.

- (i) ~~then the Member, Limited Member, Retired~~the Member or the surviving Spouse ~~of a Member or former Member,~~ as the case may be, may elect to receive the ~~benefit payable from the Plan in a lump sum payment or may transfer the benefit payable from the Plan to another registered vehicle on a non-locked-in basis, in full discharge of all obligations under the Plan.~~Commuted Value in a lump sum; and

~~(d) If the Member, Limited~~

- (ii) notwithstanding subparagraph (a)(i), the Investments and Administration Committee reserves the right to compel a Member or surviving Spouse~~of a Member;~~ as the case may be, to take the Commuted Value in a lump sum.

(b) Non-Resident

- (i) A Member who has terminated Covered Employment pursuant to Section 12 or a surviving Spouse entitled to a benefit under Section 11 may elect to withdraw as a lump sum an amount equal to the Commuted Value of his or her benefit on providing to the

Investments and Administration Committee a statement signed by the Member or Spouse that he or she has been absent from Canada for ~~two or more years~~, more than two years and written evidence that the Canada Revenue Agency has confirmed the person's status as a "non-resident" of Canada for the purposes of the Income Tax Act.

(ii) ~~has become a non-resident of Canada as determined for the purposes of the Income Tax Act, and~~ If a Member who wishes to make an election in accordance with subparagraph (b)(i) has a Spouse at the date of such election, no payments will be made unless the Investments and Administration Committee has received:

(iii) ~~completes and files all necessary documents with the Administration Committee,~~

(A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of his or her entitlement under the Plan, waives that entitlement and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or

(B) confirmation, in a form and manner satisfactory to the Investments and Administration Committee, that section 145 of the Family Law Act applies.

(c) Shortened Life Expectancy

(i) Despite any other provision of this Plan, if a person who has a current entitlement to receive a benefit under the Plan, other than a Retired Member or a surviving Spouse of a Member currently in receipt of any form of lifetime pension under the Plan, has an illness or disability that is certified by a medical practitioner to be terminal or likely to shorten the person's life considerably, that person may elect to:

(A) convert all or part of the benefits on the basis prescribed in the Pension Benefits Standards Act to a series of payments for a fixed term; or

(B) ~~then~~ withdraw as a lump sum an amount equal to the commuted value of the benefit ~~payable from the Plan may be paid in a lump sum in full discharge of all obligations under the Plan,~~ or any lesser amount that the person may select.

- (ii) If a Member who wishes to make an election in accordance with subparagraph (c)(i) has a Spouse on the date of such election, no payments will be made unless the Investments and Administration Committee has received:

 - (A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of his or her entitlement under the Plan, waives that entitlement and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or
 - (B) confirmation, in a form and manner satisfactory to the Investments and Administration Committee, that section 145 of the Family Law Act applies.
- (iii) The Commuted Value of a Member's pension entitlement under the Plan will be determined without taking into consideration the Member's shortened life expectancy and on the basis that the Member terminated Covered Employment on the date of the election.
- (iv) After any payment pursuant to this paragraph 18(3)(c), the Member will continue to participate in the Plan. On the Member's subsequent actual termination of Covered Employment, retirement or death, any payments made with respect to such Member will be actuarially reduced to reflect any payments made under this paragraph 18(3)(c).

(4) Designation of Beneficiary

- (a) A Member or Retired Member's Designated Beneficiary is:

 - (i) if he or she has a Spouse who has not waived his or her entitlement in accordance with this Plan and the Pension Benefits Standards Act, the Spouse;
 - (ii) if he or she has no Spouse, or the Spouse has waived his or her entitlement in accordance with this Plan and the Pension Benefits Standards Act, the person(s) designated by the Member or Retired Member; or
 - (iii) if he or she has no Spouse, or the Spouse has waived his or her entitlement in accordance with this Plan and the Pension Benefits Standards Act and the Member or Retired Member has not designated a beneficiary pursuant to subparagraph (4)(a)(ii), or no beneficiary designated pursuant to subparagraph (4)(a)(ii) survives

the Member or Retired Member, the Member or Retired Member's estate.

- (b) A Designated Beneficiary designation must be filed with the Investments and Administration Committee in the Prescribed Form.
- (c) A Member who has made a designation in accordance with paragraph (4)(a) may alter or revoke the designation by filing with the Investments and Administration Committee such alteration or revocation in the Prescribed Form, subject to the *Wills, Estates and Succession Act* (British Columbia) in respect of any irrevocable designation.

(5) Entitlement to Ancillary Benefits

The basis upon which "ancillary benefits", as defined in the Pension Benefits Standards Act, will be paid from the Plan is established pursuant to this subsection (5) as follows:

- (a) cost of living adjustments are provided in accordance with subsection 9(4) if:
 - (i) a Member becomes a Retired Member;
 - (ii) the Retired Member is receiving an annual Retirement Benefit under subsection 9(1) or 9(2); and
 - (iii) the Retired Member is alive on the date when the cost of living adjustment is made.
- (b) cost of living adjustments are provided in accordance with subsection 12(4) if:
 - (i) a Member terminates Covered Employment;
 - (ii) the Member has not made a transfer under paragraph 12(1)(b); and
 - (iii) the Member is alive on the date when the cost of living adjustment is made.
- (c) cost of living adjustments are provided in accordance with Section 3 of Appendix I if:
 - (i) in respect of a Retired Member, the Member becomes a Retired Member, he or she is receiving an annual Retirement Benefit under subsection 9(1) or 9(2) and he or she has attained the age of 66 years prior to the January 1st on which a cost of living adjustment is made;

- (ii) in respect of a Spouse of a deceased Member,

 - (A) if the Member was not a Retired Member at the time of his or her death, the Spouse is receiving a Retirement Benefit under subparagraph 11(1)(a)(i) and he or she has attained the age of 66 years; or
 - (B) if the Member was a Retired Member at the time of his or her death, the Spouse is receiving a Retirement Benefit under subsection 8(1) and he or she has attained the age of 66 years;
- (iii) the Retired Member referred to in subparagraph (i) or the Spouse referred to in subparagraph (ii), as the case may be, is alive on the date a cost of living adjustment is made; and
- (iv) the financial test specified in subsection 3(5) of Appendix I is satisfied as of the date a cost of living adjustment is made.
- (d) cost of living adjustments are provided in accordance with subsection 3(8) of Appendix I if:

 - (i) the financial test specified in subsection 3(5) of Appendix I is satisfied as of the date a cost of living adjustment is made; and
 - (ii) the Investments and Administration Committee decides, in its discretion and on a non-discriminatory basis, to grant a cost of living adjustment.
- (e) early retirement benefits that exceed the minimum requirements of the Pension Benefits Standards Act are provided in accordance with paragraph 9(2)(c) if:

 - (i) the Member makes the election specified in paragraph 7(4)(b) within the time limit specified in that paragraph;
 - (ii) a Member becomes a Retired Member; and
 - (iii) on the Member's retirement date, he or she satisfies the requirements relating to age in paragraph 9(2)(c).
- (f) joint and survivor pensions that exceed the minimum requirements of the Pension Benefits Standards Act are provided in accordance with subsection 8(1) if:

 - (i) a Member has a Spouse on his or her retirement date; and
 - (ii) the Spouse survives the Member.

(6) Annuity Purchases

Provided that the Plan has not been terminated, the University reserves the right to, at any time, enter into a contract with an insurance company in order to transfer assets, relating to the benefits to which (i) a Member who is entitled to a deferred Retirement Benefit under Section 12, (ii) a Retired Member, or (iii) a Spouse in receipt of a Retirement Benefit from the Plan under Section 11 is entitled, from the Trust Fund to an insurance company in order to purchase an annuity in the form of a pension that is required or allowed by the Pension Benefits Standards Act. The purchase of any such annuity shall constitute a full and final settlement of the right of the person or persons in respect of whose benefits the annuity was purchased and the University and the Trust Fund shall be discharged from all further liability to the person in respect of whose benefits the annuity has been purchased.

~~18 COMPLIANCE WITH THE PENSION DIVISION REQUIREMENTS OF THE FAMILY LAW ACT~~

19 MARRIAGE BREAKDOWN

- (1) ~~Application of Provisions~~ The entitlement of any person to receive a benefit under the Plan is subject to the following:

~~Pursuant to Section 15(1), the following provisions shall apply on or subsequent to July 1, 1995 to any Member or Retired Member whose entitlement to a Retirement Benefit is subject to the provisions of Part 6 of the Family Law Act.~~

- ~~(2) Investments and Administration Committee's Obligations~~

~~The Investments and Administration Committee shall administer the rights acquired by a Limited Member in accordance with the Family Law Act and those administrative procedures adopted by the Investments and Administration Committee for this purpose.~~

- ~~(3) Administrative Fee~~

~~(a) The Limited Member or the Applicable Member or both of them shall pay into the Trust Fund the amount of any fee set by the Investments and Administration Committee for administering the rights of the Limited Member.~~

~~(b) If the required fee is not paid, the Investments and Administration Committee shall not commence nor continue to pay any benefits to the Limited Member or the Applicable Member until such fee is paid.~~

- ~~(4) Death Benefits~~

~~If the Investments and Administration Committee receives notice that a Limited Member may be entitled to a share of either a pre-retirement death benefit or a post-retirement death benefit of the Applicable Member, which are in either case payable to another person pursuant to the terms of the Plan, the Investments and Administration Committee shall not pay any death benefit until both the Limited Member and that other person have agreed on the amounts to be distributed to each of them, or if they do not agree, then only pursuant to a judgment of a court of competent jurisdiction declaring the amount to be distributed to each of them.~~

- ~~(5) Termination of Applicable Member~~

~~In the event that the Applicable Member is or becomes a deferred vested member entitled to exercise the rights to transfer provided under Section 11 hereof and does~~

~~elect to exercise such rights the Investments and Administration Committee shall, within the time required by the Family Law Act, notify the Limited Member or any other person entitled under the Family Law Act to information about the Applicable Member, of such election. Furthermore, in the case of a Limited Member, the Investments and Administration Committee shall advise the Limited Member of his or her rights and proportionate share of the Actuarial Equivalent value of the deferred-vested Retirement Benefit to which the Applicable Member is entitled and instruct the Limited Member to provide appropriate advice and documentation as to where his or her share shall be transferred.~~

~~(6) Adjustment of Applicable Member's Retirement Benefit~~

- ~~(a) If a Limited Member receives a locked-in transfer of a proportionate share of the Actuarial Equivalent value of the Retirement Benefit of the Member then the Investments and Administration Committee shall reduce the Retirement Benefit of the Applicable Member so that the reduction in the Actuarial Equivalent value of the Retirement Benefit payable to the Applicable Member equals the amount transferred to the credit of the Limited Member 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~~
- ~~(b) If a Limited Member chooses to require the Investments and Administration Committee to provide to him or her a separate Retirement Benefit, the Investments and Administration Committee shall reduce the amount of the Retirement Benefit payable to the Retired Member so that the reduction in the Actuarial Equivalent value of the Retirement Benefit payable to the Applicable Member equals the Actuarial Equivalent value of the separate Retirement Benefit provided to the Limited Member entitlements arising under a division of pension under Part 6 of the Family Law Act.~~

~~(7) Termination of Plan~~

~~A Limited Member is subject to a modification or complete or partial termination of the Plan pursuant to Section 16 in the same manner as the Applicable Member. In the event of a complete or partial termination of the Plan the Limited Member shall be treated in the same manner as the Applicable Member.~~

~~(8) Information~~

~~Upon request by a person entitled to information in accordance with the Family Law Act, the Investments and Administration Committee shall provide such information.~~

~~(9) Separate Payment of Divided Retirement Benefits~~

- (2) 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.
- (3) For greater certainty, once a separated Spouse receives a share of a Member's benefit in accordance with this Section 19, such Spouse shall no longer have any other entitlements under this Plan and the Member's Credited Service shall be reduced to reflect the division.

~~In the event that a person is entitled by a court order or a separation agreement to receive from a Retired Member a portion of that Retired Member's Retirement Benefit that person may request that the Investments and Administration Committee allocate and pay such portion of the Retirement Benefit directly to him or her and the Investments and Administration Committee shall pay such portion in accordance with the Family Law Act. Such portion shall cease upon the death of that person or the death of the Retired Member, whichever occurs first. If that person was also designated by the Retired Member as his or her Designated Beneficiary or joint annuitant under the Plan, then that person, if surviving, shall also receive any post-retirement death benefit payable upon the death of the Retired Member.~~

20 ~~19~~ **RESOLUTION OF DISPUTES**

- (1) All disputes arising out of, in connection with or respecting a provision of this Plan relating to:
 - (a) the treatment of surplus assets during the continuation of the Plan;
 - (b) the allocation of any surplus assets on the winding up of this Plan in accordance with ~~Section 45(2)~~[section 107](#) of the Pension Benefits Standards Act;
 - (c) the taking of a contribution holiday if the Plan has surplus assets as provided for in the Plan and as may be prescribed by the Pension Benefits Standards Act;
 - (d) payment or transfer of any surplus assets from the fund to the University;shall be referred to and finally resolved by arbitration.
- (2) The parties entitled to refer a matter to arbitration pursuant to the provisions of this Plan are ~~those prescribed as parties by the regulations of the Pension Benefits Standards Act;~~
 - (a) [the University;](#)
 - (b) [a Member or Retired Member;](#)
 - (c) [a Designated Beneficiary in receipt of a benefit under the Plan; and](#)
 - (d) [CUPE 917, CUPE 951 or CUPE 4163.](#)
- (3) Any arbitration brought under this Plan shall be conducted in accordance with the Commercial Arbitration Act of British Columbia and in accordance with the Rules of the British Columbia International Commercial Arbitration Centre (BCICAC) for Domestic Commercial Arbitrations.
- (4) The arbitration shall be conducted by a single arbitrator; in the absence of agreement between the parties as to the arbitrator, the appointing authority shall be the British Columbia International Commercial Arbitration Centre.
- (5) In the absence of agreement between the parties as to procedure, the case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its procedures for cases under the BCICAC rules.
- (6) The place of arbitration shall be Victoria, British Columbia, Canada.

- (7) The outcome of any arbitration shall be subject to the applicable provisions of the
Income Tax Act.

21 ADDITIONAL VOLUNTARY CONTRIBUTIONS

- (1) After September 29, 2015, Members shall not be permitted to make additional voluntary contributions by a transfer from another registered pension plan. After December 31, 2015, Members shall not be permitted to make additional voluntary contributions to the Trust Fund by payroll deduction. For greater certainty, after December 31, 2015, additional voluntary contributions shall not be permitted to be made to the Trust Fund in any manner.
- (2) Prior to January 1, 2016, Members were permitted to make additional voluntary contributions to the Trust Fund by payroll deduction and prior to October 1, 2015, Members were permitted to make additional voluntary contributions to the Trust Fund by transfer from another registered pension plan, all provided that the additional voluntary contributions did not have the potential to cause the Plan to become a revocable plan under the Income Tax Act.
- (3) Additional voluntary contributions made by a Member shall be credited to an Additional Voluntary Contribution Account established and maintained within the Trust Fund for such Member. Such Additional Voluntary Contribution Accounts shall be updated monthly with Interest as follows:
 - (a) the amount of the Member's Additional Voluntary Contribution Account as of the first day of the month shall be credited with Interest for the full month;
 - (b) the Member's additional voluntary contributions received by the Trust Fund in such month shall be added to the Additional Voluntary Contribution Account balance without an adjustment for Interest.
- (4) The amount of each Additional Voluntary Contribution Account at the date of retirement, date of death, or date of termination, as the case may be, of a Member shall be the sum of:
 - (a) the amount of such Member's account on the last day of the preceding month with Interest thereon for the then expired portion of such month, plus
 - (b) the sum of the Member's additional voluntary contributions received by the Trust Fund in such month without an adjustment for Interest.
- (5) At any time, a Member may elect to receive a lump sum payment or transfer to another registered vehicle of an amount equal to all or a portion of the amount of his or her Additional Voluntary Contribution Account.

(6) When a Member makes an application for a Retirement Benefit at retirement as specified in subsection 7(4), he or she may elect that the amount of his or her Additional Voluntary Contribution Account shall be:

- (a) paid as a lump sum;
- (b) transferred to another registered vehicle; or
- (c) applied to provide an additional retirement benefit to him or her through the purchase of an annuity contract from a life insurance company.

If the Member does not make an election prior to his or her retirement date, the amount of his or her Additional Voluntary Contribution Account will be paid to him or her as a lump sum.

(7) If a Member dies prior to retirement, the amount of his or her Additional Voluntary Contribution Account is payable to his or her Designated Beneficiary as a lump sum.

(8) If a Member who has made additional voluntary contributions terminates Covered Employment for reasons other than death or retirement, the Member is entitled to receive one of the following:

- (a) if the Member has elected a transfer under paragraph 12(1)(b), a refund of the amount of the Member's Additional Voluntary Contribution Account paid as a lump sum; or
- (b) if the Member has elected or is deemed to elect to receive a Retirement Benefit under paragraph 12(1)(a), the options set out under subsection (6).

CHANGE OF MEMBERSHIP TO OTHER UNIVERSITY PLANS

- (1) A Member of the Plan whose appointment is changed to an appointment which makes the Member eligible for membership in another pension plan sponsored by the University shall be required to cease contributions to this Plan and commence contributions to such other pension plan on the date that the change in appointment is effective.
- (2) While such Member is a member of the other pension plan, he or she is restricted from making a transfer under paragraph 12(1)(b).
- (3) If such Member commenced membership in the other pension plan in accordance with subsection (1):
 - (a) prior to attaining age 55, subsequently attains age 55 and continues his or her membership in the other pension plan, he or she is eligible to commence a pension under this Plan in accordance with paragraph 9(2)(b);
 - (b) prior to attaining age 55 and subsequently ceases all employment with the University after attaining age 55, he or she is eligible to commence a pension in accordance with subsection 9(1) or paragraph 9(2)(a), as applicable; or
 - (c) after attaining age 55, he or she is eligible to commence a pension under this Plan in accordance with subsection 9(1) or paragraph 9(2)(a), as applicable.

UNIVERSITY OF VICTORIA STAFF PENSION PLAN

APPENDIX I: SUPPLEMENTARY RETIREMENT BENEFITS

1 Definitions:

- (1) The following words or phrases shall, for the purposes of this Appendix, have the following meanings:
 - (a) **“Supplementary Retirement Benefit”** shall mean any retirement benefit payable in accordance with the provisions of this Appendix.
 - (b) **“Basic Retirement Benefit”** shall mean the retirement benefits payable in accordance with the terms of the Plan including any Prior Pension Plan benefit but excluding any supplementary retirement benefit and excluding any benefits provided through voluntary contributions.
 - (c) **“Total Retirement Benefit”** shall mean the sum of the Basic Retirement and the Supplementary Retirement Benefits.
 - (d) **“Supplementary Retirement Benefit Account”** shall mean the account to which are credited the supplementary contributions provided for in Section 2 of this Appendix I. This account shall be part of the Trust Fund, shall share in the actual investment earnings or losses of the Trust Fund, shall be charged with supplementary retirement benefits paid and shall bear its proportionate share of the expenses of the Plan.

2 Supplementary Contributions:

- (1) By Member:

In addition to the contributions required to be made in accordance with ~~Section 4~~[subsection 5](#)(1) of the Plan each Member shall be required to make contributions of one-quarter of one per cent (0.25%) of his Basic Salary for each time period in respect of which required contributions are made under the Plan.
- (2) By University:

In addition to the contributions required to be made in accordance with ~~Section 5~~[subsection 6](#)(1) of the Plan, and pursuant to the Actuary’s recommendation, the University shall make matching contributions equal in each month to the contributions made by the Members in accordance with [subsection 2](#)(1) above of this Appendix.
- (3) By Member and University:

Effective January 1, 1998, the contributions described in [subsections 2](#)(1) and [2](#)(2) above may from time to time and in whole or in part be directed, following consultation with the ~~Plan~~ Actuary and an agreement between the Members and the University, to a Fund other than the Supplementary Retirement Benefit Account.

3 Supplementary Retirement Benefits

The Investments and Administration Committee may authorize payment of Supplementary Retirement Benefits subject to the provisions of this section. The amount of supplementary

retirement benefit payable in any year shall be determined as that positive amount which, together with the basic Retirement Benefit payable in such year, is equal to the total Retirement Benefit payable in the preceding year increased by such percentage as the Investments and Administration Committee shall determine. The payment of benefits and the determination of amounts shall be subject to the following conditions:

- (1) The following persons may be eligible to receive supplementary retirement benefits:
 - (a) Retired Members who have attained the age of 66 years prior to the January 1st on which a supplementary retirement benefit becomes effective.
 - (b) Spouses of deceased Retired Members who are receiving retirement benefits from the Plan.
- (2) Supplementary retirement benefits shall be determined annually to become effective on January 1 of each year.
- (3) Supplementary retirement benefits shall be payable on the same form as the basic retirement benefit is paid.
- (4) The percentage increase determined at January 1 of a Plan Year will not exceed the percentage change in the average of the Consumer Price Index in the 12-month period ending September 30 in the immediately preceding year, and the average of the Consumer Price Index in the 12-month period ending September 30 of the year immediately prior to that preceding year.
- (5) The percentage increase shall be limited so that the supplementary retirement benefits determined using such percentage increase can be financed by the then assets of the Supplementary Retirement Benefit Account on a sound actuarial basis as certified by the Actuary ~~to the Plan~~, on the assumption that supplementary retirement benefits shall neither increase nor decrease thereafter (except on the death of a Retired Member or Spouse in accordance with the form of benefit elected for the basic Retirement Benefit).
- (6) In the event that a Retired Member who is in receipt of a supplementary retirement benefit dies and is survived by a Spouse who is not at that time aged 66, no further adjustment in supplementary benefit shall be made until such Spouse is aged 66 or more.
- (7) In the event that a Member dies prior to retirement and is survived by a Spouse who is not at that time aged 66, such Spouse shall not be eligible for a supplementary retirement benefit until the attainment of age 66.
- (8) Subject to subsection [3\(5\)](#) above, the Investments and Administration Committee may, at its discretion and on a non-discriminatory selective basis, grant supplementary retirement benefits which are determined in a different manner than that outlined in this Appendix and which may exceed the limit in subsection [3\(4\)](#) above, provided that the resulting total Retirement Benefit does not exceed the Retired Member's initial Retirement Benefit adjusted to reflect full increases in the Consumer Price Index since the Member's retirement date.

APPENDIX II:
PARTICIPATING EMPLOYERS

1 **Application**

- (1) 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.
- (2) For greater certainty the references to the “University” 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 definition of “Basic Salary” in subsection 2(1) of the Plan and subsections 3(4), 5(5), 5(6), and 9(7) of the Plan. References to the “University” in respect of the required contributions in Section 6 and Appendix I of the Plan, shall be applicable to Participating Employers as set out in Section 4 below.

2 **Definitions**

- (1) For the purposes of this Appendix, “Participating Employer” means:
- (a) Oceans Network Canada Society;
- (b) Pacific Climate Impacts Consortium;
- (c) Western Canadian Universities Marine Sciences Society;
- (d) The University Club of Victoria; or
- (e) any other employer acceptable to the University.

3 **Eligibility and Membership**

- (1) A Participating Employer and the University may designate, from time to time, 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.
- (2) 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 and shall supply the Investments and Administration Committee from time to time, or as may be reasonably requested by the committee, with a list of eligible employees of Participating Employers.

4 Participating Employer Contributions

- (1) Participating Employers shall make contributions on the same basis as the University as set out in subsections 6(1), 6(2), 6(3), 6(4), 6(5), 6(6), 6(7) and 6(8) of the Plan and Section 2 of Appendix I.
- (2) The amount that a Participating Employer is required to contribute under subsection 6(2) of the Plan shall be determined on the advice of the Actuary, who in giving such advice must pursuant to subparagraph 147.2(2)(a)(vi) of the Income Tax Act apportion in a reasonable manner the Plan's assets and liabilities among the University and the Participating Employers and base his or her funding recommendations for the University and each Participating Employer on such apportionment.
- (3) Notwithstanding subsections 6(7) and 6(8) of the Plan, if the University remits to the Trust Fund amounts that a Participating Employer is required to remit to the Trust Fund pursuant to this Section and Section 6 and Appendix I of the Plan in respect of that Participating Employer's present or former employees, that Participating Employer must promptly reimburse the University for all such amounts.

5 Withdrawal of Participating Employer

- (1) Members that are employees of Participating Employers comprise an immaterial percentage of the Plan's membership and the cessation of participation in the Plan by a Participating Employer will generally not have an adverse impact on the Plan. However, if the University, in its discretion, determines that the cessation of participation in the Plan by a Participating Employer will have an adverse impact on the Plan, then the University will follow the process set out in subsections 5(2) through 5(5).
- (2) If a Participating Employer ceases to make contributions to the Trust Fund in respect of the Members that it employs and consequently ceases its participation in the Plan, the University, with the assistance of the Actuary, will identify as of the effective date that such Participating Employer (the "**Withdrawing Employer**") ceased participation:
 - (a) the Members and Retired Members who were last employed by the Withdrawing Employer or who derive their entitlement under the Plan through such an individual (the "**Withdrawing Employer's Members**");
 - (b) the actuarial liabilities associated with the Withdrawing Employer's Members (the "**Withdrawing Employer's Liabilities**"); and
 - (c) in a manner consistent with the methodology used by the Actuary in apportioning the Plan's assets among Employers when making funding recommendations pursuant to subsection 4(2) above, the portion of the

Trust Fund that is allocable to the Withdrawing Employer (the “Withdrawing Employer’s Assets”).

- (3) The Withdrawing Employer’s Assets shall be allocated to the Withdrawing Employer’s Members as set out in paragraph 17(2)(b) of the Plan.
- (4) If the Withdrawing Employer’s Assets are less than the Withdrawing Employer’s Liabilities, the Withdrawing Employer is liable for that solvency deficiency and must remit to the Trust Fund within the time periods and in the manner required by the Pension Benefits Standards Act the amount of that solvency deficiency. In no event shall the University or any other Participating Employer be liable for such solvency deficiency.
- (5) If despite subsection 5(4), the Withdrawing Employer’s Assets remain insufficient to provide for all of the benefits payable to the Withdrawing Employer’s Members, the Withdrawing Employer’s Assets shall be allocated so that there is allocated to each Withdrawing Employer’s Member entitled to benefits from the Plan an amount equal to the product of the Commuted Value of that person’s benefits as of the date the Withdrawing Employer ceased participation in the Plan and the solvency ratio obtained by dividing the Withdrawing Employer’s Assets by the Withdrawing Employer’s Liabilities.

6 Termination of the Plan

- (1) If at the time the Plan is terminated under subsection 17(2) of the Plan there are one or more Participating Employers participating in the Plan and the Trust Fund has insufficient assets as set out in paragraph 17(2)(c) of the Plan, the amount required to be paid under paragraph 17(2)(c) of the Plan shall be paid by the University and the Participating Employers and the amount payable by each such entity shall be determined on the advice of the Actuary, who in giving such advice must pursuant to subparagraph 147.2(2)(a)(vi) of the Income Tax Act apportion in a reasonable manner the Plan’s assets and liabilities among the University and the Participating Employers and base his or her funding recommendations for the University and each Participating Employer on such apportionment.

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1 INTRODUCTION

(1) History

The University of Victoria Staff Pension Plan was effective January 1, 1993 for those eligible employees of the University who are members of the Specialist/ Instructional, Office, Technical and Child Care, Exempt, Maintenance and Other staffs.

(2) Application of this Plan Text

The Plan was amended and restated effective September 30, 2015. Except as otherwise provided herein, or as is necessary to give effect to the terms of this Plan, this Plan applies to Members who terminate, retire or die on or after September 30, 2015. Except as otherwise provided by law, the benefits of a Member who terminated, retired or died prior to September 30, 2015 must, subject to the foregoing exceptions, be determined by the terms of the Plan in force on the date the Member terminated, retired or died.

2 DEFINITIONS

- (1) The following words or phrases shall be as defined herein unless the context clearly indicates otherwise:

“Actuary” shall mean a person who is a Fellow of the Canadian Institute of Actuaries appointed by the Investments and Administration Committee for the purposes of the Plan.

“Actuarial Equivalent” shall mean a benefit of equivalent value when computed at the rate of interest and on the basis of the mortality or other tables which may from time to time be adopted by the Investments and Administration Committee in consultation with the Actuary. Effective January 1, 1993 the mortality table adopted by the Investments and Administration Committee for the purpose of calculating actuarially equivalent benefits shall be a mortality table that produces factors that do not differentiate on the basis of sex.

“Additional Voluntary Contribution Account” shall mean that account for each Member who is making or who has made additional voluntary contributions.

“Average Annual Basic Salary” shall mean the arithmetical average of the Member’s annual Basic Salary for the five (5) consecutive years, within the Member’s period of Credited Service, during which the aggregate of Basic Salary for those years was highest.

“Average YMPE” shall mean, for a given year, the arithmetic average of the YMPE for such year and for the four immediately preceding years.

“Basic Salary” shall mean the amount of regular annual compensation payable to Members of the Plan, excluding overtime pay, extra pay, shift differential pay, etc., but before deduction for income tax, old age security tax and contributions to the Canada Pension Plan, and shall not include contributions which may be made by the University under or by virtue of this Plan or for medical services or group term life insurance.

With respect to periods of leave during which a Member does not actually receive or receives reduced compensation from the University, an amount deemed to be salary based on the compensation the Member would have received if the Member had not taken the leave, provided that required contributions are made on the deemed salary. Deemed salary shall not exceed the amount of compensation that is prescribed for this purpose under the Income Tax Act.

“Board of Governors” shall mean the Board of Governors of the University of Victoria.

“Commutated Value” means, in relation to benefits that a person has a present or future entitlement to receive, the actuarial present value of those benefits as

determined by the Actuary in accordance with the Pension Benefits Standards Act.

“Covered Employment” means, in respect of a Member, employment for which contributions are required to be made to the Plan on the Member’s behalf.

“Credited Service” shall mean:

- (a) the length of time a person is employed in Covered Employment and has contributed to this Plan and to any Prior Pension Plan on a continuous basis, but not beyond the date of termination of Covered Employment or Normal Retirement Date or Early Retirement Date whichever first occurs, except that a Member shall not be deemed to have terminated Covered Employment for purposes of this Plan if:
 - (i) the Member is granted leave of absence with pay provided he or she returns to Covered Employment at the expiry of the term of the leave of absence approved, or
 - (ii) the Member is granted a leave of absence without pay provided that he or she returns to Covered Employment at the expiry of the term of the leave of absence approved except that such a period of leave of absence without pay and without contribution shall be subtracted from the Member’s Credited Service, or
 - (iii) he or she is absent due to illness or injury and is in receipt of sick leave or disability benefits other than those payable from the Plan,
- (b) PROVIDED THAT where part of a Member’s total service includes regular part-time employment, such period of regular part-time employment shall be counted as that appropriate fractional period of Credited Service as determined by the Investments and Administration Committee.

“CUPE 917” shall mean the Canadian Union of Public Employees, Local 917 or any successor thereof.

“CUPE 951” shall mean the Canadian Union of Public Employees, Local 951 or any successor thereof.

“CUPE 4163” shall mean the Canadian Union of Public Employees, Local 4163 or any successor thereof.

“Deferred Retirement Date” shall have the meaning set out in subsection 7(3).

“Designated Beneficiary” shall mean, in respect of a Member or Retired Member, the person designated or deemed to be designated as the Member or Retired Member’s beneficiary in accordance with subsection 18(4).

“Early Retirement Date” shall have the meaning set out in subsection 7(2).

“Family Law Act” shall mean the Family Law Act, Statutes of BC and the Regulations thereunder as amended or replaced from time to time.

“Governance Committee” shall mean the Committee responsible for overseeing the governance of this Plan, as more particularly set forth in Section 14 hereof.

“Income Tax Act” shall mean the Income Tax Act of Canada, Statutes of Canada and the Regulations thereunder as amended or replaced from time to time.

“Interest” shall mean,

- (a) in respect of a Member’s required contributions, interest compounded annually at the rate of interest calculated on the basis of the average of the yields of 5-year personal fixed term chartered bank deposit rates, determined by reference to the CANSIM Series VI22515 compiled by Statistics Canada and available on the website maintained by the Bank of Canada for December 31st of the preceding Plan Year, which shall be computed as a full year’s interest on the Member’s required Contributions with interest at the end of the previous Plan Year plus ½ year’s interest on the Member’s required contributions made during the Plan Year; and
- (b) in respect of additional voluntary contributions, interest at the net rate of return earned on the assets of the Fund calculated monthly and credited as set out subsections 21(3) and 21(4) as applicable.

“Investments and Administration Committee” shall mean the Committee responsible for the investment of the Trust Fund and the administration of this Plan, as more particularly set forth in Section 14 hereof.

“Locked-in Retirement Account” shall mean a registered retirement savings plan within the meaning of the Income Tax Act that is registered under the Income Tax Act and which satisfies the "locking-in" requirements of the Pension Benefits Standards Act.

“Member” shall mean a person who is or who has been a contributor to this Plan, who is not receiving benefits under this Plan or has not withdrawn from this Plan.

“Normal Retirement Date” shall have the meaning set out in subsection 7(1).

“Pension Advisory Committee” shall mean the committee described in subsection 14(5).

“Pension Benefits Standards Act” shall mean the Pension Benefits Standards Act, Statutes of British Columbia and the Regulations thereunder, as amended or replaced from time to time.

“Plan” shall mean this Pension Plan in its present form or as may be from time to time properly amended.

“Plan Year” shall mean the twelve (12) month period from a January 1 to the succeeding December 31 during the continuance of this Plan, the first day of the first Plan Year being January 1, 1972.

“Prescribed Form” means the form prescribed from time to time by the Investments and Administration Committee.

“Prior Pension Plan” shall mean the pension plan with Teachers Insurance and Annuity Association and College Retirement Equities Fund in effect at the University at January 1, 1972.

“Retired Member” shall mean a former Member of this Plan who has retired or become disabled on or after January 1, 1992 and who is receiving benefits under this Plan.

“Retirement Benefit” shall mean any payments provided under Sections 9, 10 and 11.

“Spouse” shall mean, in relation to another person, a person who at the relevant time:

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

but does not include a person who has been allocated a share of the Member or Retired Member’s benefit under the Family Law Act unless a subsequent spousal relationship has been established by that person and the Member or Retired Member.

“Trustee” shall mean the Trust Company appointed by the Investments and Administration Committee from time to time pursuant to the Trust Agreement.

“Trust Agreement” shall mean that agreement of which this Plan forms part and as may be amended from time to time.

“Trust Company” shall mean any trust company with which any amount of the Pension Fund may be deposited or to which any amount of said Pension Fund

may be transferred under an agency agreement, in order to fund benefits under this Plan.

“Trust Fund” shall mean the fund established pursuant to the Trust Agreement of which this Plan is a part, and from which benefits to Members and Retired Members are paid.

“University” shall mean the Board of Governors of the University of Victoria unless the context indicates otherwise.

“YMPE” shall mean, in respect of any Plan Year, the Year’s Maximum Pensionable Earnings as defined under the Canada Pension Plan.

- (2) Whenever the singular or masculine pronoun is used the same shall be construed as meaning the plural or the feminine or the body politic or corporate wherever the circumstances so require.

3 ELIGIBILITY FOR MEMBERSHIP

- (1) Those “regular employees” of the University, as defined in the collective agreements between the University and CUPE 917 and CUPE 951, and Exempt Staff shall become Members of the Plan on the date of appointment as regular employees.
- (2) Eligibility for those employees of the University as defined in the collective agreement between the University and CUPE 4163 for Components I and II is as follows:
 - (a) Component I - Full-time twelve (12) month appointed employees may participate on a voluntary basis after twelve (12) or more months of continuous full-time service. Part-time twelve (12) month appointees working half-time or more on a year-round basis may participate on a voluntary basis after twelve (12) or more months of such continuous service. Employees who choose to enroll are required to remain enrolled until the end of their term or contiguous terms.
 - (b) Component II Regular Sessional Employees - All Regular Sessional Second Language Teachers who are appointed at half-time or more will become Members of the Plan on the first (1st) day of the month coinciding with or following appointment to a Regular Sessional Second Language Teacher position.
- (3) Subject to the preceding subsections of this Section 3 and in such cases as are not herein dealt with the University shall at all times have the right to decide which of its employees are eligible for the Plan or have ceased to be eligible and shall supply the Investments and Administration Committee from time to time, or as may be reasonably requested by the committee, with a list of eligible employees.
- (4) Notwithstanding any other provision of this Section 3, if a Retired Member is re-employed by the University, he or she will continue to receive their Retirement Benefit and shall not be eligible to become a Member of the Plan.

4 ENROLLMENT

- (1) An employee joining the Plan shall be required to file or have filed with the Investments and Administration Committee an enrollment application in the Prescribed Form authorizing the deduction from his or her earnings of the required contributions under this Plan.
- (2) Once an eligible employee signs an enrollment application for participation in the Plan, he or she may not thereafter discontinue contributions so long as the Plan is in effect and he or she continues to be employed in Covered Employment and eligible for enrollment under Section 3 and is not a member of the University of Victoria Combination Pension Plan or the University of Victoria Money Purchase Pension Plan.

5 MEMBER CONTRIBUTIONS

(1) Minimum Required Basic Contributions

Each Member shall be required to make basic minimum contributions equal to:

- (a) 4.53% of Basic Salary that does not exceed the YMPE, prorated for the length of the Member's pay period; plus
- (b) 6.28% of Basic Salary which is in excess of the YMPE, prorated for the length of the Member's pay period.

(2) Additional Required Contributions

In addition to the contributions required under subsection (1) above, each Member shall be required to make contributions equal to that percentage of Basic Salary that is equal to the percentage described in subparagraph 6(1)(a)(ii).

(3) Contribution Reductions

- (a) If the University chooses to reduce its contribution rate under paragraph 6(3)(b), the University and CUPE 917 and CUPE 951 will negotiate a Member contribution rate reduction or one-time benefit improvement(s), or a combination thereof that is equivalent in value to the University's contribution rate reduction, provided that the resulting Member contribution rate shall not be less than the minimum under subsection (1) above.
- (b) If the University contribution rate is reduced under subsection 6(5), the University and CUPE 917 and CUPE 951 will negotiate a Member contribution rate reduction or one-time benefit improvement(s), or a combination thereof that is equivalent in value to the University contribution rate reduction. Should the parties be unable to reach agreement before a reduction takes effect under subsection 6(5), an equivalent share of the reduction will be applied as a prospective improvement to the benefit accrual rate until the earlier of the effective date of the next actuarial valuation, or the date when there is no longer a reduction in the University contribution rate under subsection 6(5).

(4) Required Supplementary Contributions

In addition to the above, each Member shall make supplementary contributions as provided for in subsection 2(1) of Appendix I.

- (5) Required Member contributions shall be by means of payroll deduction and shall be remitted by the University to the Trust Fund within 30 days after the end of the month in which the contributions were deducted.

(6) Contributions During an Approved Leave of Absence

A Member who is on an approved leave of absence without pay may, with the approval of the University and subject to limits set under the Income Tax Act, elect to make the required contributions described above. The Member shall also be responsible for payment of the University contributions described in Section 6, unless the University portion is paid from some other source.

(7) All contributions shall cease on the earliest of the date of the Member's termination of Covered Employment or death. Contributions may not be made by a Retired Member.

(8) A Member's required contributions under subsections (1) to (5) of this Section 5 shall not exceed the limits in subparagraph 8503(4)(a)(i) of the Income Tax Regulations under the Income Tax Act.

6 UNIVERSITY CONTRIBUTIONS

(1) Basic Normal Actuarial Cost

- (a) If the basic normal actuarial cost, as determined by the most recent actuarial valuation, less Member basic minimum contributions, expressed as a percent of Basic Salary, is at least 11.75%, the University's share of normal actuarial cost is:
 - (i) 11.75%; plus
 - (ii) one half the amount, if any, by which total basic normal actuarial cost less Member minimum required basic contributions determined in subsection 5(1), expressed as a percent of Basic Salary, exceeds 11.75%.
- (b) If the basic normal actuarial cost, as determined by the most recent actuarial valuation, less Member minimum required basic contributions determined in subsection 5(1), expressed as a percent of Basic Salary, is less than 11.75%, the University's share of normal actuarial cost is
 - (i) 11.75%; less
 - (ii) the lesser of 1.5% and one half the amount, if any, by which 11.75% exceeds total basic normal actuarial cost less Member basic minimum contributions, expressed as a percent of Basic Salary.

(2) Special Contributions

In addition to the contributions determined in subsection (1) above, the University shall be required to contribute:

- (a) the amount required to fund a solvency and/or going concern deficiency, excluding any portion that is secured with a letter of credit; plus
- (b) the transfer deficiency relating to any payments made from the Trust Fund where there are solvency deficiency payments covered by a letter of credit,

as required by and in accordance with the Pension Benefits Standards Act.

(3) Contribution Reductions

- (a) If the Actuary determines that there is sufficient surplus for contributions to be made at a rate below the basic normal actuarial cost determined in subsection (1) above, the University may choose to reduce its contribution rate to the extent necessary to recover special contributions made under

subsection (2) above, and as permitted under the requirement of the Pension Benefits Standards Act.

- (b) If the Actuary determines that there is sufficient surplus for contributions to be reduced to a rate that is below the basic normal actuarial cost determined in subsection (1) above, the University may choose to reduce its contribution rate by up to 50% of the amount by which the permissible rate reduction, as determined by the Actuary, exceeds unrecovered special contributions.

A reduction under this subsection (3) may not reduce University basic normal contributions determined in subsection (1) of this Section 6 below 10.25% of Members' Basic Salary.

(4) Required Supplementary Contributions

In addition to the above, the University shall make supplementary contributions as provided for in subsection 2(2) of Appendix I.

(5) Maximum Contribution

Notwithstanding the above, University contributions shall not exceed the maximum permitted under the Income Tax Act. If contributions must be reduced to comply with the Income Tax Act, one-half the required reduction shall be applied to the University basic normal actuarial cost contribution rate determined in subsection (1) above and one-half as set out in paragraph 5(3)(b).

- (6) The University shall not make contributions in respect of a Member who is a Retired Member from this Plan.

(7) The University shall keep separate and apart from its own assets:

- (a) all contributions that are due and owing to the Trust Fund by the University;
- (b) all amounts that have been deducted by the University from a Member's Basic Salary and not yet remitted to the Trust Fund; and
- (c) all contributions that the University has received with respect to a Member and not yet remitted to the Trust Fund.

The amounts are deemed to be held in trust for the Members and any other person entitled to pension benefits, refunds or any other payments under the Plan in accordance with their interests under the Plan.

The amounts shall not form any part of the estate of the University.

- (8) University contributions shall be remitted by the University to the Trust Fund within 30 days after the end of the month for which those contributions are payable.

7 RETIREMENT DATES

- (1) Normal Retirement Date - The Normal Retirement Date of a Member shall be the final working day of the month in which the Member reaches age 65, which is also the Plan's "pension eligibility date" for the purposes of the Pension Benefits Standards Act.
- (2) Early Retirement Date - A Member who has attained the age of 55 years may elect to retire as of the first day of any calendar month prior to his or her Normal Retirement Date, which shall not be less than 30 days nor more than 90 days after filing of the application specified in subsection (4).
- (3) Deferred Retirement Date - A Member who postpones retirement from Covered Employment beyond his or her Normal Retirement Date is eligible, upon written application, to commence his or her Retirement Benefits on the earlier of the first day of any month subsequent to his or her actual retirement date from Covered Employment and the latest date allowed by the Income Tax Act. A Member who postpones retirement from Covered Employment shall continue to make contributions to the Plan, have contributions made to the Plan on his or her behalf and accrue benefits under the Plan and shall have his or her Retirement Benefit calculated in accordance with subsection 9(3).
- (4) Application for Pension
 - (a) A Member must make application in the Prescribed Form to the Investments and Administration Committee to commence receipt of his or her Retirement Benefit. In such application, the Member must specify the first day of the calendar month on which the payment of the Retirement Benefit is to commence, which date must not be less than 30 days before the payment or more than 90 days after filing of the application with the Investments and Administration Committee.
 - (b) Following the submission of the application referred to in paragraph (4)(a) and not more than 90 days after the first day of the calendar month in which the payment of the Retirement Benefit is to commence, the Member must elect a form of Retirement Benefit. If the Member does not make this election within such 90 day period and he or she is retiring prior to his or her Normal Retirement Date:
 - (i) the Member's entitlement to a Retirement Benefit pursuant to paragraph 9(2)(a), if any, will lapse, and he or she will be entitled to a Retirement Benefit in accordance with paragraph 9(2)(b); and
 - (ii) if the Member's Retirement Benefit is payable as a lump sum in accordance with paragraph 18(3)(a), the Commuted Value will be calculated on the basis of the Member's entitlement under paragraph 9(2)(b).

8 NORMAL FORM OF RETIREMENT BENEFIT

- (1) The normal form of Retirement Benefit payable under the Plan to a Member who has a Spouse on his or her retirement date shall be monthly payments payable throughout his or her retired lifetime with monthly payments continuing to his or her surviving Spouse, during the Spouse's remaining lifetime each equal to one-half of the monthly payments the Member would have received and ceasing with the payment made on the first day of the month in which the last death of the Member or the Spouse occurs (subject to the provisions of Section 10 with respect to the election of an optional form of Retirement Benefit).
- (2) The normal form of Retirement Benefit payable under the Plan to a Member who does not have a Spouse on his or her retirement date shall be monthly payments commencing on his or her retirement date and terminating with the payment made on the first day of the month in which the death of the Member occurs, except that if the death of the Member occurs before he or she has received one hundred and twenty (120) monthly Retirement Benefit payments, such Retirement Benefit payments shall continue to be paid to the Member's Designated Beneficiary until a total of one hundred and twenty (120) monthly Retirement Benefit payments in all have been paid to the Member and to his or her Designated Beneficiary.

9 RETIREMENT BENEFITS

(1) Normal Retirement Benefit

- (a) Upon the retirement of a Member on his or her Normal Retirement Date the initial annual Retirement Benefit, payable monthly, shall be equal to:
- (i) an annual Retirement Benefit, payable monthly, equal to the applicable percentage of the Member's Average Annual Basic Salary up to the Average YMPE for the year in which the Member retires for each year of Credited Service rendered by the Member, plus
 - (ii) an annual Retirement Benefit, payable monthly, equal to the applicable percentage of the Member's Average Annual Basic Salary in excess of the Average YMPE for the year in which the Member retires for each year of Credited Service rendered by the Member, less
 - (iii) the annual Retirement Benefit, payable monthly, commencing on the Member's Normal Retirement Date under any Prior Pension Plan calculated and paid on the basis of the normal form of Retirement Benefit under this Plan with payments commencing on the said Normal Retirement Date to which the Member may be entitled.
- (b) The applicable percentages referred to above shall be determined from the following table:

Period of Credited Service	Percentage applicable to Average Annual Basic Salary up to the Average YMPE	Percentage applicable to Average Annual Basic Salary in excess of the Average YMPE
Prior to January 1, 1966	2.00%	2.00%
From January 1, 1966 to December 31, 1989	1.65%	2.00%
From January 1, 1990 to December 31, 1991	1.30%	2.00%
From January 1, 1992 to December 31, 1999	1.50%	2.00%
From January 1, 2000	1.70%	2.00%

(2) **Early Retirement Benefit**

- (a) Upon retirement at Early Retirement Date of an active Member or a disabled Member, the initial annual Retirement Benefit, payable monthly on the normal form, shall be equal to the percentage set out in Table 1 of paragraph (2)(c) below multiplied by the annual Retirement Benefit on the normal form, payable monthly, which has accrued to the credit of the Member up to his or her Early Retirement Date in accordance with paragraph (1)(a) above on the basis of his or her Average Annual Basic Salary and years of Credited Service to his or her Early Retirement Date.
- (b) Upon retirement at Early Retirement Date of a Member who had terminated Covered Employment and is entitled to a paid-up deferred Retirement Benefit, the initial annual Retirement Benefit, payable monthly on the normal form, shall be equal to the Actuarial Equivalent of the annual Retirement Benefit payable monthly, which had accrued to the Member's date of termination including any adjustments to the benefit to the Member's Early Retirement Date in accordance with subsections (5) and (6) of Section 12.
- (c) For the purposes of paragraph (2)(a) above, the following percentage factors at the early retirement ages set forth below shall apply:

Table 1

Early Retirement Age	Percentage Factor
64	100%
63	100%
62	100%
61	100%
60	100%
59	97%
58	94%
57	91%
56	88%
55	85%

(3) **Deferred Retirement Benefit**

- (a) A Member for whom commencement of Retirement Benefits under this Plan is deferred until a Deferred Retirement Date must also postpone commencement of any benefits payable under a Prior Pension Plan until such Deferred Retirement Date.
- (b) The initial annual Retirement Benefit, payable on the normal form, commencing on the Deferred Retirement Date of a Member shall be calculated in accordance with paragraph (1)(a) above using the Member's Average Annual Basic Salary, the Average YMPE, and the Member's Credited Service at his or her Deferred Retirement Date.

(4) **Annual adjustment of Retirement Benefit**

- (a) The annual Retirement Benefit, payable monthly, to a Retired Member in accordance with subsections (1) and (2) above, but before deduction of the Retirement Benefit payable under any Prior Pension Plan as described in subparagraph (1)(a)(iii) above, shall be adjusted as at January 1 next following the Retired Member's pension effective date and at each succeeding January 1 until benefits cease to be payable.
- (b) The minimum adjustment in a particular year is zero and the maximum adjustment is 3% of the amount paid immediately prior to the adjustment. If less than 12 months have elapsed since the Retired Member's pension effective date, the maximum adjustment is 0.25% for each month that has elapsed from the Retired Member's pension effective date to the adjustment date.
- (c) The amount of the annual adjustment to benefits in a particular year shall be calculated as the pension eligible for adjustment in paragraph (4)(a) above, that includes all previous annual adjustments and all supplementary retirement benefits granted under subsection (5) below, adjusted by:
 - (i) the percentage change in the average of the Consumer Price Index in the 12-month period ending September 30 in the immediately preceding year, and the average of the Consumer Price Index in the 12-month period ending September 30 in the year immediately prior to that preceding year; plus or minus
 - (ii) any Carry Forward addition or deduction from the immediately preceding year as described in paragraph (4)(e) below, subject to the limits described in paragraph (4)(b) above.
- (d) If less than 12 months have elapsed since the Retired Member's pension effective date, the value of the adjustment calculated in paragraph (4)(c) above will be reduced to the amount obtained by multiplying the

adjustment calculated in paragraph (4)(c) above by 1/12th for each month that has elapsed from the Retired Member's Benefit Commencement Date to the adjustment date.

- (e) If the unlimited adjustment calculated in paragraph (4)(c) above exceeds the maximum adjustment described in paragraph (4)(b) above, the amount by which the unlimited adjustment exceeds the maximum, less any supplementary retirement benefit granted in the particular year under subsection (5) below, shall be a Carry Forward addition in the subsequent year's adjustment calculation. If the unlimited adjustment calculated in paragraph (4)(c) above is negative, this negative amount shall be a Carry Forward deduction in the subsequent year's adjustment calculation.

(5) Supplementary Retirement Benefits

Supplementary retirement benefits may be paid as provided for in Section 3 of Appendix I.

(6) Maximum Retirement Benefit

- (a) The initial annual Retirement Benefit payable under the Plan at retirement, termination of Covered Employment or termination of the Plan may not exceed the aggregate of:
 - (i) In respect of Credited Service prior to January 1, 1992 the lesser of:
 - (A) the defined benefit limit [\$2,818.89 in 2015] for the calendar year in which payment of the Retirement Benefit is to commence times the number of years of Credited Service prior to 1992 not exceeding thirty-five (35) years, or
 - (B) an amount that is the product of:
 - (1) two percent (2%) per year of Credited Service prior to 1992 not exceeding thirty-five (35) years, and
 - (2) the highest average compensation indexed to the calendar year in which payment of the Retirement Benefit is to commence,

- (ii) In respect of Credited Service after December 31, 1991 the lesser of:
 - (A) the defined benefit limit for the calendar year in which payment of the Retirement Benefit is to commence times the number of years of Credited Service after 1991, or
 - (B) an amount that is the product of:
 - (1) two percent (2%) per year of Credited Service after 1991, and
 - (2) the highest average compensation indexed to the calendar year in which payment of the Retirement Benefit is to commence.
- (b) The annual Retirement Benefit including the supplementary retirement benefit payable in a calendar year after the calendar year in which payment of the Retirement Benefit commences shall not exceed the maximum initial annual Retirement Benefit determined as above multiplied by the ratio of the adjusted CPI for such calendar year to the CPI for the calendar year in which payment of Retirement Benefit commenced.

(7) Maximum Benefit Rules - Application

- (a) Notwithstanding any other section hereof, the initial annual lifetime Retirement Benefit payable in accordance with this Section 9, whether upon retirement, termination of Covered Employment or termination of the Plan, shall not exceed the amount set out in subsection (6) above.
- (b) In this Section 9 and Section 12 the words and phrases set forth below shall have the following meanings unless a different meaning is plainly required by the context:
 - (i) “highest average compensation indexed to the calendar year in which payment of the Retirement Benefit is to commence” means one-third (1/3) of the aggregate indexed monthly compensation for three (3) non-overlapping periods of twelve (12) consecutive months. Indexed monthly compensation is calculated by multiplying the monthly compensation received from the University by the ratio of the average wage for the calendar year in which the payment of Retirement Benefit is to commence to the average wage for the calendar year in which the compensation was received.

Indexed monthly compensation for a month occurring prior to

January 1986 is calculated by multiplying the monthly compensation received from the University by the ratio of the average wage of the calendar year in which the payment of Retirement Benefit is to commence to the average wage for 1986.

In the event that average wage for one or more calendar years in the period commencing with the later of 1986 and the year in which the compensation was received and ending with the year prior to the calendar year in which payment of the Retirement Benefit is to commence is higher than the average wage for the calendar year in which payment of the Retirement Benefit is to commence then the highest of such values of the average wage shall be used in place of the average wage for the calendar year in which payment of the Retirement Benefit is to commence in calculating the indexed monthly compensation.

In the event that the Member has not been employed in Covered Employment for three (3) non-overlapping periods of twelve (12) consecutive months, the highest average compensation indexed to the calendar year in which payment of the Retirement Benefit is to commence will be determined as twelve (12) times the average indexed monthly compensation over all months for which the Member has been employed in Covered Employment.

- (ii) “defined benefit limit” means in respect of a calendar year prior to 1996, \$1,722 and in respect of a calendar year after 1995 such amount as is determined in accordance with Regulation 8500(1) to the Income Tax Act.
- (iii) “adjusted CPI” for a calendar year means the CPI for such calendar year or, if higher, the highest value of the CPI for a calendar year in the period commencing with the calendar year in which payment of Retirement Benefits commenced and ending with the calendar year prior to the calendar year for which the adjusted CPI is to be determined.
- (iv) “CPI” for a calendar year means the average Consumer Price Index for Canada for the months of July, August, and September of the preceding calendar year.
- (v) “average wage” for a calendar year means the Average Industrial Wage for Canada for September of the preceding calendar year.

10 OPTIONAL RETIREMENT BENEFITS

(1) Subject to the approval of the Investments and Administration Committee and subsection 10(2), a Member may, at any time prior to his or her retirement date, elect one of the following optional Retirement Benefits provided under the Plan in lieu of the normal Retirement Benefits otherwise payable by delivering the Prescribed Form to the Investments and Administration Committee, provided that the Member elects to receive Retirement Benefits payable under a Prior Pension Plan under the same form of optional benefit with the first payment due and payable on his or her retirement date.

(a) Joint and Last Survivor Option

(i) A Member who has a Spouse on his or her retirement date may, prior to retirement, elect the Actuarial Equivalent of his or her normal Retirement Benefit in the form of a smaller monthly benefit with the provision that upon the Member's death after monthly payments begin there shall be payable a Retirement Benefit for life to a surviving designated joint annuitant, in a greater amount than is provided under the normal form but no greater than the amount payable during the Member's lifetime.

(ii) A Member electing to exercise this option must, at the time the election is made:

(A) Specify the name of the person who is to be the joint annuitant,

(B) Specify the portion of the Retirement Benefit to be continued to the joint annuitant, and

(C) Furnish satisfactory proof of age of the joint annuitant.

(iii) A designated joint annuitant shall not be changed and shall be, in all cases, the Spouse of the Member living at the time the optional Retirement Benefit is selected, as herein above provided.

(b) Life Annuity with Minimum Guaranteed Period

(i) A Member who has no Spouse on his or her retirement date may, prior to retirement, elect to receive the Actuarial Equivalent of his or her normal Retirement Benefit in the form of a somewhat larger or a somewhat smaller monthly Retirement Benefit by requesting that such monthly Retirement Benefit payments shall be payable for a minimum guaranteed period. The maximum acceptable guarantee period is fifteen years.

- (ii) A Member whose Spouse completes a waiver in the form prescribed in the Pension Benefits Standards Act may, prior to retirement, elect to receive alternative payment where benefits are the Actuarial Equivalent of the normal form of benefit for a Member who does not have a Spouse at retirement date. The maximum acceptable guarantee period is fifteen years.

(2) Spousal Entitlement and Waiver

- (a) If a Member has a Spouse on his or her retirement date, the Member must elect a joint and survivor optional Retirement Benefit which continues at 60% or more to the Member's Spouse after the Member's death.
- (b) If a Member has a Spouse on his or her retirement date, the Member may elect to receive a Retirement Benefit that does not comply with paragraph (2)(a) by providing to the Investments and Administration Committee:
 - (i) a statement in the Prescribed Form by the Member's Spouse that states the Spouse is aware of his or her entitlement to a joint and survivor pension under paragraph (2)(a), waives that entitlement, and was signed by the Spouse, not more than 90 days before the Member's retirement date, in the presence of a witness and outside the presence of the Member, or
 - (ii) confirmation, in a form and manner satisfactory to the Investments and Administration Committee, that section 145 of the Family Law Act applies.
- (c) A Spouse who has validly signed a statement under paragraph (2)(b) is deemed to be the sole Designated Beneficiary of the Member despite any actual designation of a Designated Beneficiary under subsection 18(4) or any other law relating to such an actual designation.
- (d) Paragraph (2)(c) does not apply if the Investments and Administration Committee receives:
 - (i) a statement in the Prescribed Form by the Member's Spouse that states the Spouse is aware of his or her entitlement under paragraph (2)(c), waives that entitlement; and was signed by the Spouse, before the Member's death, in the presence of a witness and outside the presence of the Member, or
 - (ii) confirmation, in a form and manner satisfactory to the Investments and Administration Committee, that section 145 of the Family Law Act applies.

- (e) If a Spouse who is deemed to be a Designated Beneficiary pursuant to paragraph (2)(c) does not survive the Member, another person who has actually been designated as the Designated Beneficiary pursuant to subsection 18(4) is the Member's Designated Beneficiary.
- (f) A waiver under paragraph (2)(b) or (2)(d) of an entitlement to a benefit is void if the Member dies before his or her retirement date.
- (g) Where a Member has elected an optional form of pension that has commenced to be paid, such election shall be final, and in the case of a joint and last survivor form of pension, the joint annuitant may not be changed.

11 DEATH BENEFITS

(1) Before Retirement

- (a) If a Member dies before his or her retirement date and the Member had a Spouse at the time of his or her death and the Spouse has not waived her or her entitlement pursuant to subsection (4), the Spouse is entitled to:
 - (i) a Retirement Benefit payable during the Spouse's remaining lifetime, but guaranteed for 120 monthly payments in any event, which will be increased or decreased annually corresponding to changes in the Consumer Price Index as provided under subsection 9(4) and which is the Actuarial Equivalent of the Commuted Value of the Member's Retirement Benefit accrued to the date of death; or
 - (ii) a transfer of the Commuted Value of the Retirement Benefit described in subparagraph (i) above to:
 - (A) a Locked-in Retirement Account; or
 - (B) another registered pension plan provided that such plan will accept the transfer and require that the transferred amount be paid out of that plan in a form of pension that is required or allowed by the Pension Benefits Standards Act.

The Spouse must elect one of the above options within 90 days of receiving the statement required by the Pension Benefits Standards Act and if he or she does not make such election within this time limit, the Spouse is limited to the option(s) offered at the discretion of the University in accordance with the Pension Benefits Standards Act.

- (b) If a Member dies before his or her retirement date and the Member did not have a Spouse at the time of his or her death or the Spouse has waived his or her entitlement pursuant to subsection (4), the Commuted Value of the Member's Retirement Benefit accrued to the date of death must be paid to the Member's Designated Beneficiary as a lump sum.
- (c) Notwithstanding the above, the Commuted Value of the benefit payable under paragraph (1)(a) or (1)(b) above shall not be less than:
 - (i) the Member's required contributions to the Plan prior to January 1, 1993 with Interest to date of death; plus
 - (ii) the greater of:

- (A) the Member's required contributions to the Plan on or after January 1, 1993 with Interest to date of death; or
 - (B) the Commuted Value of the benefit accrued by the Member on or after January 1, 1993.
- (d) If the deceased Member has made additional voluntary contributions, such additional voluntary contributions are payable in accordance with subsection 21(7).
- (e) Any transfer made in accordance with this Section 11 shall be subject to the restrictions in the Pension Benefits Standards Act with regard to the solvency of the Plan and shall be subject to the approval of the Minister of Finance as and when required under the Income Tax Act.

(2) After Retirement or Disability

In the event of the death of a Retired Member the sums payable, if any, shall be in accordance with the form of Retirement Benefit or disability Retirement Benefit payable to such Retired Member.

(3) Proof of Death

Payment arising or conditional upon the death of any Member, Retired Member, beneficiary or joint annuitant or upon the continued life of a Member, Retired Member, beneficiary or joint annuitant or upon the happening of any other event or contingency upon which a payment shall be made only after receipt by the Investments and Administration Committee of satisfactory proof of such death or from time to time of such continued life or the happening of such event or contingency, as the case may be.

(4) Waiver of Spousal Entitlement

- (a) A Member's Spouse may waive his or her entitlement pursuant to this Section 11 by delivering a signed waiver in the Prescribed Form to the Investments and Administration Committee.
- (b) If a waiver pursuant to paragraph (4)(a) 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.
- (c) Despite any other provision of this Plan, if a Spouse waives his or her entitlement under this Section 11, the Spouse is not entitled to receive any benefit by way of lump sum payment as the Member's Designated Beneficiary.

12 TERMINATION OF COVERED EMPLOYMENT

- (1) If a Member terminates Covered Employment, such terminating Member may elect to:
 - (a) receive a paid-up deferred Retirement Benefit payable at his or her Normal Retirement Date equal to the Retirement Benefit accrued to his or her credit under the Plan up to the date of termination in accordance with subsection 9(1); or
 - (b) subject to subsection 22(2), if he or she has not attained age 55, have the Commuted Value of the paid-up deferred Retirement Benefit to which the Member is entitled, less any amounts payable to such Member under a Prior Pension Plan transferred to:
 - (i) a Locked-in Retirement Account; or
 - (ii) another registered pension plan provided that such plan will accept the transfer and require that the transferred amount be paid out of that plan in a form of pension that is required or allowed by the Pension Benefits Standards Act,

PROVIDED THAT the amounts transferable shall not be less than the amounts, if any, held in the Trust Fund arising from contributions to a Prior Pension Plan as determined by the Investments and Administration Committee.

- (2) A terminating Member must make the election described in subsection (1) as follows:
 - (a) if the Member wishes to elect the option set out in paragraph (1)(b), he or she must elect such option prior to attaining age 55 and if such election is not made prior to the Member attaining age 55, he or she will be limited to the option set out in paragraph (1)(a);
 - (b) if the Member wishes to elect the option set out in paragraph (1)(a) or has attained the age of 55, he or she must make application for the commencement of such Retirement Benefit payments prior to November 1 in the year in which the Member attains age 71.
- (3) A terminated Member who elects to receive a paid-up deferred Retirement Benefit from the Plan shall be entitled to retire early in accordance with subsection 7(2) and shall be entitled to the benefit set forth in paragraph 9(2)(b).
- (4) The amount of the paid-up deferred Retirement Benefit payable under this Plan to any terminating Member shall be calculated on the basis of the Member's Average Annual Basic Salary and Credited Service.

(5) Annual Adjustment to paid-up Deferred Retirement Benefit up to December 31, 2011

(a) Subject to the provisos hereinafter contained in this subsection 12(5), the annual paid-up deferred Retirement Benefit payable to a Member in accordance with this section shall be adjusted as at the January 1 next following date of termination of Covered Employment and at each succeeding January 1 during the Member's lifetime prior to commencement of his or her pension so that the amount payable shall be an amount equal to the product obtained by multiplying:

(i) For Terminations Prior to January 1, 1993:

(A) the amount that would have been payable if no adjustment had been made under this subsection since his or her termination date, by the ratio that the Consumer Price Index for Canada (referred to herein as the CPI) as published by Statistics Canada as at the September 1 preceding the January 1 of the said succeeding calendar year bears to the Index at the September 1 of the calendar year in which the Member's date of termination occurred,

(B) PROVIDED HOWEVER that such ratio may not exceed the ratio of the Average Industrial Wage for Canada (referred to herein as the Average Wage) for the same period,

(C) PROVIDED FURTHER that the adjusted amount payable in the said succeeding Plan Year shall not exceed the amount obtained by multiplying the amount payable for the last month of the immediately preceding Plan Year by 1.03 nor be less than the amount obtained by dividing the amount payable for the last month of the immediately preceding Plan Year by 1.03,

(D) PROVIDED FURTHER, that the annual paid-up deferred Retirement Benefit payable to a Member shall not be less than his initial annual paid-up deferred Retirement Benefit as herein defined.

(ii) For Terminations on and after January 1, 1993:

(A) the amount that would have been payable if no adjustment had been made under this subsection since his or her termination date, by the ratio that the CPI, as published by Statistics Canada as at the September 1 preceding the January 1 of the said succeeding calendar year bears to the

CPI as of the first day of the fourth month preceding the Member's date of termination,

- (B) PROVIDED HOWEVER that such ratio may not exceed the ratio of the Average Wage for the same period,
 - (C) PROVIDED FURTHER that the adjusted amount payable each month in the said succeeding Plan Year shall not exceed the amount obtained by multiplying the amount payable for the last month of the immediately preceding Plan Year by 1.03 (or one plus .0025 times the number of months since termination, if the Member terminates in such Plan Year) nor be less than the amount obtained by dividing that amount payable for the last month of the immediately preceding Plan Year by 1.03,
 - (D) PROVIDED FURTHER, that the annual Retirement Benefit, payable monthly, to a Member shall not be less than his or her initial annual, paid-up deferred Retirement Benefit as herein defined.
- (6) Annual Adjustment to paid-up Deferred Retirement Benefit Payable Effective January 1, 2012
- (a) The annual paid-up deferred Retirement Benefit, including any previous adjustments applied up to January 1, 2011 under subsection (5) above, shall be adjusted as at January 1 next following the Member's termination date and at each succeeding January 1 prior to commencement of his or her pension.
 - (b) The minimum adjustment in a particular year is zero and the maximum adjustment is 3% of the amount paid immediately prior to the adjustment. If less than 12 months have elapsed since the Member's termination date, the maximum adjustment is 0.25% for each month that has elapsed from the Member's termination date to the adjustment date,
 - (c) PROVIDED HOWEVER that such adjustment may not exceed the ratio of the Average Industrial Wage for Canada (referred to herein as the Average Wage) for the same period.
 - (d) The amount of the annual adjustment to benefits in a particular year shall be calculated as the pension eligible for adjustment in paragraph (6)(a) above, that includes all previous annual adjustments, adjusted:
 - (i) by the percentage change in the average of the Consumer Price Index in the 12-month period ending September 30 in the immediately preceding year, and the average of the Consumer

Price Index in the 12-month period ending September 30 in the year immediately prior to that preceding year,

- (ii) plus or minus any Carry Forward addition or deduction from the immediately preceding year as described in paragraph (6)(f) below, subject to the limits described in paragraph (6)(b) above.
- (e) If less than 12 months have elapsed since the Member's termination date, the value of the adjustment calculated in paragraph (6)(d) above will be reduced to the amount obtained by multiplying the percentage change by 1/12 for each month that has elapsed from the Member's termination date to the adjustment date.
- (f) If the unlimited adjustment calculated in paragraph (6)(d) above exceeds the maximum adjustment described in paragraph (6)(b) above, the amount by which the unlimited adjustment exceeds the maximum shall be a Carry Forward addition in the subsequent year's adjustment calculation. If the unlimited adjustment calculated in paragraph (6)(d) above is negative, this negative amount shall be a Carry Forward deduction in the subsequent year's adjustment calculation.
- (7) If a terminating Member has made additional voluntary contributions, the Member is entitled to the options set out in subsection 21(8).
- (8) Any transfer of the Commuted Value of a paid-up deferred Retirement Benefit made in accordance with this Section 12 shall be subject to the restrictions in the Pension Benefits Standards Act with regard to the solvency of the Plan.

13 DISABILITY RETIREMENT

- (1) Prior to April 1, 2006, a Member who is an employee of the University and who:
 - (a) becomes disabled with a physical or mental condition that is severe and prolonged. "Severe" means the condition prevents the Member from working regularly at any job, and "prolonged" means the condition is long term or may result in death, and
 - (b) is so certified by a medical doctor licensed to practice under the laws of a Province of Canada or of the place where the Member resides, and
 - (c) has commenced receipt of Canada Pension Plan disability, and
 - (d) has exhausted any sick leave benefits, and
 - (e) has exhausted any entitlement to wage loss payments from the Worker's Compensation Board

will be entitled to a disability Retirement Benefit under this Plan. The amount of the disability benefit will be equal to the Retirement Benefit which would be payable to the Member at Normal Retirement Date calculated on the basis of Average Annual Basic Salary preceding date of disability and total service from date of membership in this Plan (including contributory service under any Prior Pension Plan) up to Normal Retirement Date.

- (2) The first payment of the disability Retirement Benefit shall be made on the later of:
 - (a) the date of commencement of Canada Pension Plan disability benefits;
 - (b) the date of exhaustion of sick leave payments; and
 - (c) the date of expiry of Worker's Compensation Board wage loss payments.
- (3) The Retired Member will be required to provide on an annual basis evidence that he or she continues to be disabled with a physical or mental condition that is severe and prolonged and in receipt of Canada Pension Plan disability benefits.
- (4) In the event that a Member becomes entitled to a disability Retirement Benefit prior to January 1, 1992,
 - (a) such benefit will cease on the earliest of the following dates:
 - (i) the Retired Member's date of death;
 - (ii) the date the Retired Member is no longer eligible for Canada Pension Plan disability benefits; and

- (iii) the Retired Member's normal retirement date.
 - (b) On attainment of Normal Retirement Date, the Retired Member would then be eligible to receive a Retirement Benefit calculated in accordance with Section 9 of this Plan based upon his or her membership service under this Plan including the period when in receipt of a disability benefit.
- (5) In the event that a Member becomes entitled to a disability Retirement Benefit between January 1, 1992 and March 31, 2006,
- (a) Such disability benefit will be payable on the normal form of Retirement Benefit in accordance with Section 8.
 - (b) Should such annual disability Retirement Benefit payable exceed the YMPE in the year in which the effective date of disability occurs, then the Member shall be entitled to a disability Retirement Benefit equal to the greater of the YMPE in the year in which the effective date of disability occurs and the Retirement Benefit which would be payable to the Member at Normal Retirement Date calculated on the basis of his or her service from membership in this Plan (including contributory service under any Prior Pension Plan) up-to-date of disability.
 - (c) The disabled Member may elect an optional Retirement Benefit in accordance with Section 10 and the disability Retirement Benefit will be increased annually in accordance with subsection 9(4). Such disability Retirement Benefit will cease on the earliest of the following dates:
 - (i) The Retired Member's date of death (unless an optional form providing continuance to the Retired Member's surviving Spouse is elected at date of disability);
 - (ii) the date the Retired Member is no longer eligible for Canada Pension Plan disability benefits.

14 GOVERNANCE OF PLAN

(1) Administrator

For the purposes of the Pension Benefits Standards Act, the University is the “administrator” of the Plan, and has ultimate legal responsibility for the administration of the Plan and the investment of the Trust Fund.

The University shall be responsible for the overall operation and administration of the Plan and shall have the power to decide all matters concerning the operation, administration and interpretation of the Plan. The University may delegate any and all of its authorities and responsibilities under the Plan to such agents, employees or committees as it deems reasonable, including the Governance Committee and the Investments and Administration Committee; provided, however, that the University is satisfied that any parties to whom it delegates have the necessary qualifications to carry out the delegated responsibilities, and the University ensures that the supervision of such parties is prudent and reasonable.

(2) Governance Committee

The University shall establish a Governance Committee to oversee the governance of the Plan. The composition, powers and responsibilities of the Governance Committee are more particularly set out in the Plan’s governance policy.

(3) Investments and Administration Committee

The Governance Committee shall establish an Investments and Administration Committee to discharge the University’s obligations relating to the investment of the Trust Fund and the administration of the Plan. The composition, powers and responsibilities of the Investments and Administration Committee are set out in the Plan’s governance policy.

(4) Limitation of Liability

Neither the establishment of the Plan, nor any modification thereof, nor any action taken hereunder, nor any omission to act, if done honestly and in good faith and not constituting willful misconduct by the Governance Committee, the Investments and Administration Committee or any member of either Committee, or by the University or any employee thereof, shall be construed as giving to any Member, Retired Member or other person, any legal or equitable right against the University, the Governance Committee, the Investments and Administration Committee, any member of either Committee or any employee of the University. No Committee member shall be liable for the act or omission of any other Committee member, or of any agent or employee of the Committee or of the University.

(5) Pension Advisory Committee

The University may establish in its sole discretion a “Pension Advisory Committee” to promote awareness and understanding of the Plan amongst Members and Retired Members of the Plan. The composition, roles and responsibilities of such committee shall be as determined by the University from time to time.

15 TRUST FUND

- (1) The duties of the Trustee shall be those specified in the Trust Agreement and shall include the following:
 - (a) It shall receive from the University, the University's contributions to the trust as set forth in Section 6 and the Members' contributions as set forth in Section 5;
 - (b) It shall receive all of the income from the Trust Fund;
 - (c) As directed by the Investments and Administration Committee, it shall pay the funds required for payments under the Plan;
 - (d) As directed by the Investments and Administration Committee or by investment counsel appointed by the Investments and Administration Committee it shall invest and re-invest the corpus and income of the Trust Fund subject to the requirements of the Plan;
 - (e) It shall maintain such records and accounts and shall render such financial statements and reports as may be required from time to time by the University;
 - (f) It shall notify the superintendent within 15 days if contributions have not been paid within 30 days applicable after the end of the remittance period set out in subsection 5(5) or 6(8), whether or not the contributions were subsequently remitted.
- (2) All payments under the Plan, including all administration and investment expenses, shall be made or provided for solely from the Trust Fund and solely to the extent that such Trust Fund shall suffice therefor. If the Trust Fund should be insufficient to provide for any payment or benefit under the Plan whatsoever, none of the University, the Investments and Administration Committee, nor the members, officers or representatives of either of them shall be liable for any such payment in any manner whatsoever, except as set out in the Pension Benefits Standards Act.
- (3) The Trust Fund must be held and invested in accordance with the Pension Benefits Standards Act.
- (4) Solvency Reserve Account

The University may in accordance with the Pension Benefits Standards Act establish a "solvency reserve account" within the Trust Fund, and make contributions to, and withdrawals from, that solvency reserve account in accordance with the Pension Benefits Standards Act. Without limitation, no amounts in the solvency reserve account will be used for the payment of Plan

benefits or Plan expenses, while the Plan is ongoing, unless at the time of such payment or funding the remainder of the Trust Fund is exhausted.

16 NON-ALIENATION OF BENEFITS

- (1) Subject to the Pension Benefits Standards Act, Members, Retired Members and beneficiaries under the Plan are hereby restrained from assigning, charging, anticipating, giving as security or surrendering their Retirement Benefits or other Plan benefits or any other rights or interests under the Plan, except that the entitlement of any person to receive a benefit under the Plan is subject to entitlements arising under a separation agreement or order made under 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 which is filed with the Trustees.
- (2) If any persons who shall be entitled to any benefit under this Plan shall become bankrupt or attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge such benefit, then such benefit shall, in the discretion of the University and in accordance with the Plan, cease and terminate, and in that event the University may cause the same, or any part, to be held or applied to the benefit of such person, Spouse, children or dependents, or any of them, in such manner and in such proportion as the University shall determine.

17 AMENDMENT AND TERMINATION OF THE PLAN

(1) Amendment

- (a) The University may at any time supplement, modify or amend this Plan provided that no such supplementation, modification or amendment of the Plan or any part thereof shall permit any part of the assets of the Trust Fund to revert to or be recoverable by the University or to be used or diverted to purposes other than for the exclusive benefit of Members, Retired Members or their beneficiaries or joint annuitants under the Plan.

(2) Termination

- (a) The University may terminate the Plan and the Trust Agreement provided that any such termination shall not be retroactive in effect, and provided that written notice of such termination shall be given at least 60 days before the effective date of such termination to the Members, Retired Members and the Designated Beneficiaries of deceased Members and Retired Members if they are entitled to benefits from the Plan, and provided that no such termination of the Plan shall permit any part of the assets of the Trust Fund to revert to or be recoverable by the University or to be used or diverted to purposes other than for the exclusive benefit of Members, Retired Members or their beneficiaries or joint annuitants.
- (b) In the event of the termination of the Plan, the Investments and Administration Committee shall allocate the assets of the Trust Fund as follows:
 - (i) first, to each Member, an amount equal to the value of his or her Additional Voluntary Contribution Account, if any, with Interest;
 - (ii) second, to each Member, Retired Member and Designated Beneficiary of a deceased Member or Retired Member if he or she is entitled to benefits from the Plan, an amount equal to the Member or Retired Member's required contributions with Interest; and
 - (iii) third, to each Member, Retired Member and Designated Beneficiary of a deceased Member or Retired Member if he or she is entitled to benefits from the Plan, the excess if any of his or her accrued benefits on the Plan termination date over the amount allocated under subparagraph (ii).
- (c) If, at the Plan termination date, the assets of the Trust Fund are insufficient to provide for all of the benefits contemplated by paragraph (2)(b), the University shall contribute the amounts required to fund those benefits in accordance with the Pension Benefits Standards Act. If despite the

preceding sentence, the Trust Fund remains insufficient to provide for all of the benefits contemplated in paragraph (2)(b), the assets of the Trust Fund shall be allocated and distributed pursuant to section 135 of the regulations under the Pension Benefits Standards Act, as amended or replaced from time to time.

- (d) If, at the Plan termination date, any surplus assets remain after provision for all the benefits that have accrued up to the date of Plan termination, calculated as described in paragraph (2)(b), such surplus assets shall be distributed to Members and Retired Members in accordance with a non-discriminatory formula adopted by the Investments and Administration Committee. Any distribution of excess funds will only be made after appropriate disclosure in accordance with the Pension Benefits Standards Act and written approval of the regulating authority.
- (e) Members who have not commenced receipt of a Retirement Benefit at the Plan termination date, may within 90 days of receiving the statement required by the Pension Benefits Standards Act elect to transfer the amount payable under paragraph (2)(b) or (2)(c), as applicable, in accordance with the options set out in paragraph 12(1)(b). If such individual does not make such an election within such time limit, he or she is limited to the options offered at the discretion of the University in accordance with the Pension Benefits Standards Act.

18 MISCELLANEOUS

(1) Information Disclosure

Each Member and Designated Beneficiary of a deceased Member entitled to benefits under the Plan shall be entitled to receive or request the statements, Plan documents and other information required to be provided or disclosed by the Pension Board in accordance with the Pension Benefits Standards Act.

(2) Payments

(a) If a person elects a lump sum payment or transfer from the Plan, the payment or transfer shall be made within 60 days after the person completes and files with the Investments and Administration Committee, all documents required to authorize the payment or transfer, including evidence of entitlement. If such payment or transfer occurs more than 180 days after the date on which the Commuted Value of the benefit was determined, the Commuted Value will be redetermined as at a date that is not more than 30 days before the date of payment or transfer. The payment of the entire amount of an individual's entitlement from the Plan shall constitute a complete, final, and binding discharge of all obligations owed by the Plan to an individual and the individual shall thereafter have no right of claim whatsoever against the Plan and, if the individual was a Member, the Member shall for all purposes cease to be a Member of the Plan.

(b) If a payment is in excess of the maximum limit that can be transferred to another plan or to an RRSP under the Income Tax Act, then the amount of that payment that is in excess of that maximum limit is exempt from any lock-in restrictions and must be paid in a lump sum.

(c) Despite any other provision of this Plan, if under the Plan a lump sum cash payment may be payable to a person, and the Income Tax Act permits the entire amount of that cash lump sum to be transferred directly to a registered retirement savings plan, that lump sum payment may be transferred to a registered retirement savings plan at the option of the person to whom the lump sum is payable.

(3) Exceptions to Locking-in of Commuted Value of Benefits

(a) Small Benefit

If the Commuted Value of Member or surviving Spouse's entitlement under the Plan is less than 20% of the YMPE for the calendar year in which the Member terminated Covered Employment, retired or died, or any subsequent year in which such Commuted Value is determined prior

to the date on which payment of the Member or Spouse's Retirement Benefit commences,

- (i) the Member or surviving Spouse, as the case may be, may elect to receive the Commuted Value in a lump sum; and
- (ii) notwithstanding subparagraph (a)(i), the Investments and Administration Committee reserves the right to compel a Member or surviving Spouse, as the case may be, to take the Commuted Value in a lump sum.

(b) Non-Resident

- (i) A Member who has terminated Covered Employment pursuant to Section 12 or a surviving Spouse entitled to a benefit under Section 11 may elect to withdraw as a lump sum an amount equal to the Commuted Value of his or her benefit on providing to the Investments and Administration Committee a statement signed by the Member or Spouse that he or she has been absent from Canada for more than two years and written evidence that the Canada Revenue Agency has confirmed the person's status as a "non-resident" of Canada for the purposes of the Income Tax Act.
- (ii) If a Member who wishes to make an election in accordance with subparagraph (b)(i) has a Spouse at the date of such election, no payments will be made unless the Investments and Administration Committee has received:
 - (A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of his or her entitlement under the Plan, waives that entitlement and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or
 - (B) confirmation, in a form and manner satisfactory to the Investments and Administration Committee, that section 145 of the Family Law Act applies.

(c) Shortened Life Expectancy

- (i) Despite any other provision of this Plan, if a person who has a current entitlement to receive a benefit under the Plan, other than a Retired Member or a surviving Spouse of a Member currently in receipt of any form of lifetime pension under the Plan, has an illness or disability that is certified by a medical practitioner to be

terminal or likely to shorten the person's life considerably, that person may elect to:

- (A) convert all or part of the benefits on the basis prescribed in the Pension Benefits Standards Act to a series of payments for a fixed term; or
 - (B) withdraw as a lump sum an amount equal to the commuted value of the benefit, or any lesser amount that the person may select.
- (ii) If a Member who wishes to make an election in accordance with subparagraph (c)(i) has a Spouse on the date of such election, no payments will be made unless the Investments and Administration Committee has received:
- (A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of his or her entitlement under the Plan, waives that entitlement and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or
 - (B) confirmation, in a form and manner satisfactory to the Investments and Administration Committee, that section 145 of the Family Law Act applies.
- (iii) The Commuted Value of a Member's pension entitlement under the Plan will be determined without taking into consideration the Member's shortened life expectancy and on the basis that the Member terminated Covered Employment on the date of the election.
- (iv) After any payment pursuant to this paragraph 18(3)(c), the Member will continue to participate in the Plan. On the Member's subsequent actual termination of Covered Employment, retirement or death, any payments made with respect to such Member will be actuarially reduced to reflect any payments made under this paragraph 18(3)(c).

(4) Designation of Beneficiary

- (a) A Member or Retired Member's Designated Beneficiary is:
 - (i) if he or she has a Spouse who has not waived his or her entitlement in accordance with this Plan and the Pension Benefits Standards Act, the Spouse;

- (ii) if he or she has no Spouse, or the Spouse has waived his or her entitlement in accordance with this Plan and the Pension Benefits Standards Act, the person(s) designated by the Member or Retired Member; or
 - (iii) if he or she has no Spouse, or the Spouse has waived his or her entitlement in accordance with this Plan and the Pension Benefits Standards Act and the Member or Retired Member has not designated a beneficiary pursuant to subparagraph (4)(a)(ii), or no beneficiary designated pursuant to subparagraph (4)(a)(ii) survives the Member or Retired Member, the Member or Retired Member's estate.
 - (b) A Designated Beneficiary designation must be filed with the Investments and Administration Committee in the Prescribed Form.
 - (c) A Member who has made a designation in accordance with paragraph (4)(a) may alter or revoke the designation by filing with the Investments and Administration Committee such alteration or revocation in the Prescribed Form, subject to the *Wills, Estates and Succession Act* (British Columbia) in respect of any irrevocable designation.
- (5) Entitlement to Ancillary Benefits

The basis upon which “ancillary benefits”, as defined in the Pension Benefits Standards Act, will be paid from the Plan is established pursuant to this subsection (5) as follows:

- (a) cost of living adjustments are provided in accordance with subsection 9(4) if:
 - (i) a Member becomes a Retired Member;
 - (ii) the Retired Member is receiving an annual Retirement Benefit under subsection 9(1) or 9(2); and
 - (iii) the Retired Member is alive on the date when the cost of living adjustment is made.
- (b) cost of living adjustments are provided in accordance with subsection 12(4) if:
 - (i) a Member terminates Covered Employment;
 - (ii) the Member has not made a transfer under paragraph 12(1)(b); and
 - (iii) the Member is alive on the date when the cost of living adjustment is made.

- (c) cost of living adjustments are provided in accordance with Section 3 of Appendix I if:
 - (i) in respect of a Retired Member, the Member becomes a Retired Member, he or she is receiving an annual Retirement Benefit under subsection 9(1) or 9(2) and he or she has attained the age of 66 years prior to the January 1st on which a cost of living adjustment is made;
 - (ii) in respect of a Spouse of a deceased Member,
 - (A) if the Member was not a Retired Member at the time of his or her death, the Spouse is receiving a Retirement Benefit under subparagraph 11(1)(a)(i) and he or she has attained the age of 66 years; or
 - (B) if the Member was a Retired Member at the time of his or her death, the Spouse is receiving a Retirement Benefit under subsection 8(1) and he or she has attained the age of 66 years;
 - (iii) the Retired Member referred to in subparagraph (i) or the Spouse referred to in subparagraph (ii), as the case may be, is alive on the date a cost of living adjustment is made; and
 - (iv) the financial test specified in subsection 3(5) of Appendix I is satisfied as of the date a cost of living adjustment is made.
- (d) cost of living adjustments are provided in accordance with subsection 3(8) of Appendix I if:
 - (i) the financial test specified in subsection 3(5) of Appendix I is satisfied as of the date a cost of living adjustment is made; and
 - (ii) the Investments and Administration Committee decides, in its discretion and on a non-discriminatory basis, to grant a cost of living adjustment.
- (e) early retirement benefits that exceed the minimum requirements of the Pension Benefits Standards Act are provided in accordance with paragraph 9(2)(c) if:
 - (i) the Member makes the election specified in paragraph 7(4)(b) within the time limit specified in that paragraph;
 - (ii) a Member becomes a Retired Member; and

- (iii) on the Member's retirement date, he or she satisfies the requirements relating to age in paragraph 9(2)(c).
 - (f) joint and survivor pensions that exceed the minimum requirements of the Pension Benefits Standards Act are provided in accordance with subsection 8(1) if:
 - (i) a Member has a Spouse on his or her retirement date; and
 - (ii) the Spouse survives the Member.
- (6) Annuity Purchases

Provided that the Plan has not been terminated, the University reserves the right to, at any time, enter into a contract with an insurance company in order to transfer assets, relating to the benefits to which (i) a Member who is entitled to a deferred Retirement Benefit under Section 12, (ii) a Retired Member, or (iii) a Spouse in receipt of a Retirement Benefit from the Plan under Section 11 is entitled, from the Trust Fund to an insurance company in order to purchase an annuity in the form of a pension that is required or allowed by the Pension Benefits Standards Act. The purchase of any such annuity shall constitute a full and final settlement of the right of the person or persons in respect of whose benefits the annuity was purchased and the University and the Trust Fund shall be discharged from all further liability to the person in respect of whose benefits the annuity has been purchased.

19 MARRIAGE BREAKDOWN

- (1) The entitlement of any person to receive a benefit under the Plan is subject to the following:
 - (a) 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
 - (b) entitlements arising under a division of pension under Part 6 of the Family Law Act.
- (2) 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.
- (3) For greater certainty, once a separated Spouse receives a share of a Member's benefit in accordance with this Section 19, such Spouse shall no longer have any other entitlements under this Plan and the Member's Credited Service shall be reduced to reflect the division.

20 RESOLUTION OF DISPUTES

- (1) All disputes arising out of, in connection with or respecting a provision of this Plan relating to:
 - (a) the treatment of surplus assets during the continuation of the Plan;
 - (b) the allocation of any surplus assets on the winding up of this Plan in accordance with section 107 of the Pension Benefits Standards Act;
 - (c) the taking of a contribution holiday if the Plan has surplus assets as provided for in the Plan and as may be prescribed by the Pension Benefits Standards Act;
 - (d) payment or transfer of any surplus assets from the fund to the University;shall be referred to and finally resolved by arbitration.
- (2) The parties entitled to refer a matter to arbitration pursuant to the provisions of this Plan are:
 - (a) the University;
 - (b) a Member or Retired Member;
 - (c) a Designated Beneficiary in receipt of a benefit under the Plan; and
 - (d) CUPE 917, CUPE 951 or CUPE 4163.
- (3) Any arbitration brought under this Plan shall be conducted in accordance with the Commercial Arbitration Act of British Columbia and in accordance with the Rules of the British Columbia International Commercial Arbitration Centre (BCICAC) for Domestic Commercial Arbitrations.
- (4) The arbitration shall be conducted by a single arbitrator; in the absence of agreement between the parties as to the arbitrator, the appointing authority shall be the British Columbia International Commercial Arbitration Centre.
- (5) In the absence of agreement between the parties as to procedure, the case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its procedures for cases under the BCICAC rules.
- (6) The place of arbitration shall be Victoria, British Columbia, Canada.
- (7) The outcome of any arbitration shall be subject to the applicable provisions of the Income Tax Act.

21 ADDITIONAL VOLUNTARY CONTRIBUTIONS

- (1) After September 29, 2015, Members shall not be permitted to make additional voluntary contributions by a transfer from another registered pension plan. After December 31, 2015, Members shall not be permitted to make additional voluntary contributions to the Trust Fund by payroll deduction. For greater certainty, after December 31, 2015, additional voluntary contributions shall not be permitted to be made to the Trust Fund in any manner.
- (2) Prior to January 1, 2016, Members were permitted to make additional voluntary contributions to the Trust Fund by payroll deduction and prior to October 1, 2015, Members were permitted to make additional voluntary contributions to the Trust Fund by transfer from another registered pension plan, all provided that the additional voluntary contributions did not have the potential to cause the Plan to become a revocable plan under the Income Tax Act.
- (3) Additional voluntary contributions made by a Member shall be credited to an Additional Voluntary Contribution Account established and maintained within the Trust Fund for such Member. Such Additional Voluntary Contribution Accounts shall be updated monthly with Interest as follows:
 - (a) the amount of the Member's Additional Voluntary Contribution Account as of the first day of the month shall be credited with Interest for the full month;
 - (b) the Member's additional voluntary contributions received by the Trust Fund in such month shall be added to the Additional Voluntary Contribution Account balance without an adjustment for Interest.
- (4) The amount of each Additional Voluntary Contribution Account at the date of retirement, date of death, or date of termination, as the case may be, of a Member shall be the sum of:
 - (a) the amount of such Member's account on the last day of the preceding month with Interest thereon for the then expired portion of such month, plus
 - (b) the sum of the Member's additional voluntary contributions received by the Trust Fund in such month without an adjustment for Interest.
- (5) At any time, a Member may elect to receive a lump sum payment or transfer to another registered vehicle of an amount equal to all or a portion of the amount of his or her Additional Voluntary Contribution Account.
- (6) When a Member makes an application for a Retirement Benefit at retirement as specified in subsection 7(4), he or she may elect that the amount of his or her Additional Voluntary Contribution Account shall be:

- (a) paid as a lump sum;
- (b) transferred to another registered vehicle; or
- (c) applied to provide an additional retirement benefit to him or her through the purchase of an annuity contract from a life insurance company.

If the Member does not make an election prior to his or her retirement date, the amount of his or her Additional Voluntary Contribution Account will be paid to him or her as a lump sum.

- (7) If a Member dies prior to retirement, the amount of his or her Additional Voluntary Contribution Account is payable to his or her Designated Beneficiary as a lump sum.
- (8) If a Member who has made additional voluntary contributions terminates Covered Employment for reasons other than death or retirement, the Member is entitled to receive one of the following:
 - (a) if the Member has elected a transfer under paragraph 12(1)(b), a refund of the amount of the Member's Additional Voluntary Contribution Account paid as a lump sum; or
 - (b) if the Member has elected or is deemed to elect to receive a Retirement Benefit under paragraph 12(1)(a), the options set out under subsection (6).

22 CHANGE OF MEMBERSHIP TO OTHER UNIVERSITY PLANS

- (1) A Member of the Plan whose appointment is changed to an appointment which makes the Member eligible for membership in another pension plan sponsored by the University shall be required to cease contributions to this Plan and commence contributions to such other pension plan on the date that the change in appointment is effective.
- (2) While such Member is a member of the other pension plan, he or she is restricted from making a transfer under paragraph 12(1)(b).
- (3) If such Member commenced membership in the other pension plan in accordance with subsection (1):
 - (a) prior to attaining age 55, subsequently attains age 55 and continues his or her membership in the other pension plan, he or she is eligible to commence a pension under this Plan in accordance with paragraph 9(2)(b);
 - (b) prior to attaining age 55 and subsequently ceases all employment with the University after attaining age 55, he or she is eligible to commence a pension in accordance with subsection 9(1) or paragraph 9(2)(a), as applicable; or
 - (c) after attaining age 55, he or she is eligible to commence a pension under this Plan in accordance with subsection 9(1) or paragraph 9(2)(a), as applicable.

UNIVERSITY OF VICTORIA STAFF PENSION PLAN

APPENDIX I: SUPPLEMENTARY RETIREMENT BENEFITS

1 Definitions

- (1) The following words or phrases shall, for the purposes of this Appendix, have the following meanings:
 - (a) **“Supplementary Retirement Benefit”** shall mean any retirement benefit payable in accordance with the provisions of this Appendix.
 - (b) **“Basic Retirement Benefit”** shall mean the retirement benefits payable in accordance with the terms of the Plan including any Prior Pension Plan benefit but excluding any supplementary retirement benefit and excluding any benefits provided through voluntary contributions.
 - (c) **“Total Retirement Benefit”** shall mean the sum of the Basic Retirement and the Supplementary Retirement Benefits.
 - (d) **“Supplementary Retirement Benefit Account”** shall mean the account to which are credited the supplementary contributions provided for in Section 2 of this Appendix I. This account shall be part of the Trust Fund, shall share in the actual investment earnings or losses of the Trust Fund, shall be charged with supplementary retirement benefits paid and shall bear its proportionate share of the expenses of the Plan.

2 Supplementary Contributions

- (1) By Member:

In addition to the contributions required to be made in accordance with subsection 5(1) of the Plan each Member shall be required to make contributions of one-quarter of one per cent (0.25%) of his Basic Salary for each time period in respect of which required contributions are made under the Plan.
- (2) By University:

In addition to the contributions required to be made in accordance with subsection 6(1) of the Plan, and pursuant to the Actuary’s recommendation, the University shall make matching contributions equal in each month to the contributions made by the Members in accordance with subsection 2(1) above of this Appendix.
- (3) By Member and University:

Effective January 1, 1998, the contributions described in subsections 2(1) and 2(2) above may from time to time and in whole or in part be directed, following consultation with the Actuary and an agreement between the Members and the University, to a Fund other than the Supplementary Retirement Benefit Account.

3 Supplementary Retirement Benefits

The Investments and Administration Committee may authorize payment of Supplementary Retirement Benefits subject to the provisions of this section. The amount of supplementary retirement benefit payable in any year shall be determined as that positive amount which, together with the basic Retirement Benefit payable in such year, is equal to the total Retirement Benefit payable in the preceding year increased by such percentage as the Investments and Administration Committee shall determine. The payment of benefits and the determination of amounts shall be subject to the following conditions:

- (1) The following persons may be eligible to receive supplementary retirement benefits:
 - (a) Retired Members who have attained the age of 66 years prior to the January 1st on which a supplementary retirement benefit becomes effective.
 - (b) Spouses of deceased Retired Members who are receiving retirement benefits from the Plan.
- (2) Supplementary retirement benefits shall be determined annually to become effective on January 1 of each year.
- (3) Supplementary retirement benefits shall be payable on the same form as the basic retirement benefit is paid.
- (4) The percentage increase determined at January 1 of a Plan Year will not exceed the percentage change in the average of the Consumer Price Index in the 12-month period ending September 30 in the immediately preceding year, and the average of the Consumer Price Index in the 12-month period ending September 30 of the year immediately prior to that preceding year.
- (5) The percentage increase shall be limited so that the supplementary retirement benefits determined using such percentage increase can be financed by the then assets of the Supplementary Retirement Benefit Account on a sound actuarial basis as certified by the Actuary, on the assumption that supplementary retirement benefits shall neither increase nor decrease thereafter (except on the death of a Retired Member or Spouse in accordance with the form of benefit elected for the basic Retirement Benefit).
- (6) In the event that a Retired Member who is in receipt of a supplementary retirement benefit dies and is survived by a Spouse who is not at that time aged 66, no further adjustment in supplementary benefit shall be made until such Spouse is aged 66 or more.
- (7) In the event that a Member dies prior to retirement and is survived by a Spouse who is not at that time aged 66, such Spouse shall not be eligible for a supplementary retirement benefit until the attainment of age 66.
- (8) Subject to subsection 3(5) above, the Investments and Administration Committee may, at its discretion and on a non-discriminatory selective basis, grant supplementary retirement benefits which are determined in a different manner than that outlined in this Appendix and which may exceed the limit in subsection 3(4) above, provided that the resulting total Retirement Benefit does not exceed the Retired Member's initial Retirement Benefit adjusted to reflect full increases in the Consumer Price Index since the Member's retirement date.

**APPENDIX II:
PARTICIPATING EMPLOYERS**

1 Application

- (1) 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.
- (2) For greater certainty the references to the “University” 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 definition of “Basic Salary” in subsection 2(1) of the Plan and subsections 3(4), 5(5), 5(6), and 9(7) of the Plan. References to the “University” in respect of the required contributions in Section 6 and Appendix I of the Plan, shall be applicable to Participating Employers as set out in Section 4 below.

2 Definitions

- (1) For the purposes of this Appendix, “**Participating Employer**” means:
 - (a) Oceans Network Canada Society;
 - (b) Pacific Climate Impacts Consortium;
 - (c) Western Canadian Universities Marine Sciences Society;
 - (d) The University Club of Victoria; or
 - (e) any other employer acceptable to the University.

3 Eligibility and Membership

- (1) A Participating Employer and the University may designate, from time to time, 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.
- (2) 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 and shall supply the Investments and Administration Committee from time to time, or as may be reasonably requested by the committee, with a list of eligible employees of Participating Employers.

4 Participating Employer Contributions

- (1) Participating Employers shall make contributions on the same basis as the University as set out in subsections 6(1), 6(2), 6(3), 6(4), 6(5), 6(6), 6(7) and 6(8) of the Plan and Section 2 of Appendix I.
- (2) The amount that a Participating Employer is required to contribute under subsection 6(2) of the Plan shall be determined on the advice of the Actuary, who in giving such advice must pursuant to subparagraph 147.2(2)(a)(vi) of the Income Tax Act apportion in a reasonable manner the Plan's assets and liabilities among the University and the Participating Employers and base his or her funding recommendations for the University and each Participating Employer on such apportionment.
- (3) Notwithstanding subsections 6(7) and 6(8) of the Plan, if the University remits to the Trust Fund amounts that a Participating Employer is required to remit to the Trust Fund pursuant to this Section and Section 6 and Appendix I of the Plan in respect of that Participating Employer's present or former employees, that Participating Employer must promptly reimburse the University for all such amounts.

5 Withdrawal of Participating Employer

- (1) Members that are employees of Participating Employers comprise an immaterial percentage of the Plan's membership and the cessation of participation in the Plan by a Participating Employer will generally not have an adverse impact on the Plan. However, if the University, in its discretion, determines that the cessation of participation in the Plan by a Participating Employer will have an adverse impact on the Plan, then the University will follow the process set out in subsections 5(2) through 5(5).
- (2) If a Participating Employer ceases to make contributions to the Trust Fund in respect of the Members that it employs and consequently ceases its participation in the Plan, the University, with the assistance of the Actuary, will identify as of the effective date that such Participating Employer (the "**Withdrawing Employer**") ceased participation:
 - (a) the Members and Retired Members who were last employed by the Withdrawing Employer or who derive their entitlement under the Plan through such an individual (the "**Withdrawing Employer's Members**");
 - (b) the actuarial liabilities associated with the Withdrawing Employer's Members (the "**Withdrawing Employer's Liabilities**"); and
 - (c) in a manner consistent with the methodology used by the Actuary in apportioning the Plan's assets among Employers when making funding recommendations pursuant to subsection 4(2) above, the portion of the

Trust Fund that is allocable to the Withdrawing Employer (the “**Withdrawing Employer’s Assets**”).

- (3) The Withdrawing Employer’s Assets shall be allocated to the Withdrawing Employer’s Members as set out in paragraph 17(2)(b) of the Plan.
- (4) If the Withdrawing Employer’s Assets are less than the Withdrawing Employer’s Liabilities, the Withdrawing Employer is liable for that solvency deficiency and must remit to the Trust Fund within the time periods and in the manner required by the Pension Benefits Standards Act the amount of that solvency deficiency. In no event shall the University or any other Participating Employer be liable for such solvency deficiency.
- (5) If despite subsection 5(4), the Withdrawing Employer’s Assets remain insufficient to provide for all of the benefits payable to the Withdrawing Employer’s Members, the Withdrawing Employer’s Assets shall be allocated so that there is allocated to each Withdrawing Employer’s Member entitled to benefits from the Plan an amount equal to the product of the Commuted Value of that person’s benefits as of the date the Withdrawing Employer ceased participation in the Plan and the solvency ratio obtained by dividing the Withdrawing Employer’s Assets by the Withdrawing Employer’s Liabilities.

6 Termination of the Plan

- (1) If at the time the Plan is terminated under subsection 17(2) of the Plan there are one or more Participating Employers participating in the Plan and the Trust Fund has insufficient assets as set out in paragraph 17(2)(c) of the Plan, the amount required to be paid under paragraph 17(2)(c) of the Plan shall be paid by the University and the Participating Employers and the amount payable by each such entity shall be determined on the advice of the Actuary, who in giving such advice must pursuant to subparagraph 147.2(2)(a)(vi) of the Income Tax Act apportion in a reasonable manner the Plan’s assets and liabilities among the University and the Participating Employers and base his or her funding recommendations for the University and each Participating Employer on such apportionment.



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

FOR DECISION

To: FINANCE COMMITTEE

From: Vice-President Finance and Operations

A handwritten signature in cursive script, likely belonging to the Vice-President of Finance and Operations.

cc: President and Vice-Chancellor

Meeting Date: November 24, 2015

Subject: University of Victoria Money Purchase Pension Plan, Amendment No.13

Basis for Jurisdiction: Section XV of the Trust Agreement for the University of Victoria Money Purchase Pension Plan

Strategic Relevance:

One of the pillars of the strategic plan is that we will attract and retain a diverse group of exceptionally talented faculty and staff. Part of attracting and retaining faculty and staff is a strong benefits package. Pension is a critical part of any compensation package and as such good governance of the plans is critical. As well, this amendment is required in order to remain in compliance with statutory requirements under provincial law as described below.

Previous Consultation:

Governance and Communications Committee of the Pension Board for the University of Victoria
Money Purchase Pension Plan
Pension Board for the University of Victoria Money Purchase Pension Plan
Lawson Lundell LLP (external legal counsel)
Mercer (Canada) Ltd (Plan actuary)

Recommendation:

THAT the Finance Committee recommend to the Board of Governors that the Board of Governors approve the attached Amendment No. 13 to the University of Victoria Money Purchase Pension Plan and that the attached restated Trust Agreement and Plan text, consolidating all amendments up to and including Amendment No. 13, be effective September 30, 2015.

Background:

On May 11, 2015, the British Columbia government released the new *Pension Benefits Standards Regulation* (PBSR) which details the implementation requirements under the new *Pension Benefits Standards Act* (PBSA). This was the first comprehensive review of the PBSA and PBSR since the original legislation came into force in 1993 and is therefore quite substantive.

The new legislation came into force on September 30th, 2015. Plan administrators were given until December 31, 2015 to amend plan texts to comply with the requirements of the new PBSA and PBSR, but the Plan must be (and has been) administered in accordance with the new PBSA and PBSR effective September 30, 2015.

The amendment to the Plan, referred to as “Amendment No. 13,” incorporates the changes required to comply with the new PBSA and PBSR as noted above and also includes:

- Moving definitions from the Trust Agreement to Schedule A (plan text) where the terms are actually used;
- Changes intended to add clarity and detail to better reflect current practice such as defining covered employment and deemed earnings, clarifying practice during leaves etc.;
- amendment to allow Members who reduce their appointment below full time in their current position to remain in the Combination Pension Plan instead of moving to the Money Purchase Pension Plan; and
- housekeeping items such as removal of outdated references.

For ease of review of the changes, a summary of the amendment has been provided as Appendix A. This summary outlines the changes to each section and their associated impact, if any, on the administration of the Plan and/or Plan Members.

Under the Trust Agreement, the Pension Board is responsible for administration of the Plan and has the power to approve this amendment, subject to the written consent of the Board of Governors of the University of Victoria, as follows:

“The Pension Board may, with the written consent of the Board of Governors, at any time and from time to time amend the Trust Agreement or either part thereof, PROVIDED that no such Amendment of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members, joint annuitants and other Beneficiaries under the Plan. And PROVIDED further that no Amendment shall be made to increase a Member's contribution rates over those provided for in subsection 4.01 of the Plan without an affirmative vote of a majority of Members voting, upon thirty days' notice given for such purpose by mail, together with the specific consent of the University.”

As such the Pension Board has reviewed and approved these amendments and is seeking Board of Governors “written consent.” In order to fulfil this obligation, particularly given the very tight timelines, the Pension Board hired outside legal counsel who are experts in pension law to assist in the development of the amendment. Draft documents from legal counsel were reviewed in detail by the Governance and Communication Committee of the Pension Board, the full Pension Board, and pension staff. The attached amendment was approved by the Pension Board at their regular monthly meeting on October 27th, 2015.

The amended and restated Plan document includes all amendments up to and including Amendment No. 35.

Attachment(s):

- **Appendix A:** Summary of Amendment No.13.
- **Appendix B:** Amendment No.13 (blackline)
- **Appendix C:** Amended and Restated Trust Agreement
- **Appendix D:** Amended and Restated Plan text (Schedule A)

Planned Further Action:

- Regulatory filing of the amendment with the Superintendent of Pensions (BC) and Canada Revenue Agency by December 31, 2015.
- Notification to Plan Members in the 2015 annual statement packages.

Money Purchase Pension Plan – Summary of Plan Amendments (Amendment #13)

Trust Agreement Clauses (subclauses)	New Provision(s)	Effect of amendment on administrative practice or plan member
Preamble	<ul style="list-style-type: none"> To reflect amendment date 	No change
I. Name	<ul style="list-style-type: none"> Housekeeping only to reflect changes to defined terms 	No change
II. Definitions	<ul style="list-style-type: none"> Housekeeping - moved defined terms that were only used in the plan text (Schedule A) to the plan text Housekeeping - removed unused definitions (eg: Balanced Fund, Legally Qualified Person, T-Bill Fund) and consolidated definitions for “Plan” and “Money Purchase Plan” 	No change
XIV. Miscellaneous	<ul style="list-style-type: none"> The PBSA/PBSR prescribes the timing for issuing statements for certain events. The prescribed timing differs for each type of statement. The amendment removes outdated timelines that only referenced annual statements and inserts reference to PBSA 	PBSA/PBSR now requires annual statements be issued to pensioners. The statements for variable benefit pensions (Life Income Type Benefits) must be issued within 30 days of year end. While issuing annual statements to pensioners is not new for Pension Services, the timing is advanced considerably.
XVI. Effective Date and Counterparts	<ul style="list-style-type: none"> To reflect amendment date 	No change

<u>Plan Text</u> <u>("Schedule A")</u> <u>Sections</u> <u>(subsections)</u>	New Provision(s)	Effect of amendment on administrative practice or plan member
Title page	<ul style="list-style-type: none"> To reflect amendment date 	No change
<ul style="list-style-type: none"> Definitions 	<ul style="list-style-type: none"> Housekeeping - moved defined terms that are only used in the plan text from the Trust Agreement to the plan text Housekeeping - added defined terms needed in both documents Housekeeping - added new defined terms to reflect actual practices. Revised definition of Beneficiary. Revised definition of Earnings to reflect actual practices and clarify when it includes unearned pay (eg: when contributions are made during a leave of absence or when contributions are made on full pay during a period of reduced pay). Revised definition of Interest used for payments/transfers to reflect administrative practice and the provisions of PBSR Section 69. Revised definition of Investment Earnings to make it clear that investment and administration expenses are deducted from returns before they are distributed to accounts. Revised definition of Spouse to reflect new definition in PBSA. 	No change, except to the interest rate applied to payments/transfers. <i>NOTE: The definition of Investment Earnings requires consent of the superintendent.</i>
2. Pension Fund: Creation and Purpose	<ul style="list-style-type: none"> Housekeeping, to comply with PBSA Sec 8(1) and PBSR Sec 13(5) 	No change
3. Eligibility for Membership	<ul style="list-style-type: none"> Housekeeping to clarify that not all employment with the University is "covered employment" Revised 3.08 to reflect new practice of allowing members of the Combination Plan whose appointment is reduced, to stay in the Combination Plan. Added 3.11 to explicitly state that a re-employed pensioner is not eligible to re-contribute and comply with PBSR Sec 14. 	No change, except for Combination Plan Members who reduce their appointment. They will no longer move to the Money Purchase Plan, unless they also change positions.

Plan Text ("Schedule A") Sections (subsections)	New Provision(s)	Effect of amendment on administrative practice or plan member
4. University Contributions	<ul style="list-style-type: none"> Housekeeping to reflect actual practice in respect of contributions made during a period of leave or reduced appointment. 	No change
5. Written Notice	<ul style="list-style-type: none"> Housekeeping 	No change
6. Retirement and Benefit Commencement Dates	<ul style="list-style-type: none"> Housekeeping in 7.01 to more explicitly comply with PBSA Sec 64(1) Housekeeping in 7.02 to recognize that not all employment with the University is "covered employment" Added 7.05 to comply with PBSA Sec 66(1) and to reflect actual practice 	No change
7. Retirement Benefits	<ul style="list-style-type: none"> Added text to 8.02(a) to reflect the requirement for spousal consent for a variable benefit and to comply with PBSR Sec 74(3). Other housekeeping changes 	No change, however consent is now required before non locked-in funds can be used for a variable benefit.
8. Fund Allocation and Administration	<ul style="list-style-type: none"> Housekeeping and to reflect actual practice and comply with PBSA Sec 8(1) and 33. 	No change <i>NOTE: The methodology used to allocate returns requires the consent of the superintendent under PBSR Sec 69.</i>
9. Death Benefits	<ul style="list-style-type: none"> Housekeeping and to comply with PBSA Sec 79 and PBSR Sec 48 and 84 	No change
10. Termination of Covered Employment	<ul style="list-style-type: none"> Housekeeping and to comply with PBSA Sec 84 and PBSR Sec 84 	No change
11. Plan Amendment and Termination	<ul style="list-style-type: none"> Section 12 was formerly Non Alienation of Benefits and included provisions for dividing a pension under court orders or separation agreements; these provisions are now under Section 13 Miscellaneous. Revised Plan termination provisions to comply with PBSA Sec 85 and PBSR Sec 84 	No change

Plan Text ("Schedule A") Sections (subsections)	New Provision(s)	Effect of amendment on administrative practice or plan member
12. Miscellaneous	<ul style="list-style-type: none"> • Added 13.01, Non Alienation, with wording revised to comply with PBSA Sec 70 (this was formerly in Section 12) • Added 13.06 (division of a pension on marriage breakdown) but simplified from what was formerly in Section 12 • Revised 13.02 to reflect new disclosure requirements. • Revised unlocking provisions to comply with PBSA Sec 69 and as permitted under Sec 89(2) • Revised 13.05 to reflect provisions of PBSA and <i>Wills Estates and Succession Act</i>. 	<p>The only substantive changes are the addition of unlocking provisions for shortened life expectancy as required under PBSA; and an enabling provision to give the Pension Board discretion to pay out small benefits in a lump sum.</p> <p>A more subtle change is to the small benefit threshold, as prescribed by PBSR. The threshold is no longer tied to the year the member terminated employment, so increases over time.</p>
13. Transfers	<ul style="list-style-type: none"> • Housekeeping to clarify actual practice and as permitted by PBSA Sec 87(2). 	<p>Previously, a member who changed membership from one UVic pension plan to another were precluded from commencing a benefit until they terminated all UVic employment that provided pension coverage.</p> <p>Under new rules, only portability (lump sums) may be deferred. Members who are at least age 55, must be permitted to start a pension, even if they are still actively participating in another UVic plan (e.g. staff plan or combination plan).</p>

Amendment #13
University of Victoria Money Purchase Pension Plan

Effective 30 September 2015, amend the Trust Agreement and Schedule A to the Trust Agreement (the Plan text) as indicated in the attached documents, with insertions underlined and deletions struck through.

BLACKLINE

(Orig to

THIS IS THE AGREEMENT BETWEEN THE UNIVERSITY OF VICTORIA AND THE HEREINAFTER NAMED TRUSTEES AS REVISED AND ADOPTED ON ~~26~~ NOVEMBER ~~2013~~ 24, 2015.

THIS AGREEMENT made in duplicate the 2nd day of March, A.D. 1992.

BETWEEN:

UNIVERSITY OF VICTORIA, a body corporate, pursuant to the Statutes of British Columbia, 1963, Chap. 52

(hereinafter called "the University"),

OF THE FIRST PART,

AND:

J. TREVOR MATTHEWS

WILLIAM E. PFAFFENBERGER

ROBERT W. MCQUEEN

ALFRED FISCHER

MARTIN MURENBEELD

KENNETH G. STEWART

S. ROBERT RUDD

DONOVAN W.M. WATERS

(hereinafter called the "Trustees"),

OF THE SECOND PART.

WHEREAS certain employees of the University have requested the University to establish a pension plan, a true copy of which is attached hereto and marked Schedule "A", including, but not necessarily limited to, Assistant Teaching Professors and part-time and sessional members of the academic and administrative and academic professional staff of the University, which the University has agreed to do, upon the several terms and conditions hereinafter appearing; and WHEREAS under such Plan money will be paid to the Trustees (by way of contributions as in the said Plan more particularly set forth) which monies when received by the Trustees will constitute a pension trust fund to be held and administered for the benefit of the Members of the Plan, or their properly designated Beneficiaries.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto agree as follows:

NAME

- I. This Trust Agreement ~~is known as~~ establishes the "Money Purchase Pension Fund and the Plan", which ~~term is~~ terms are defined in ~~subclaus~~ clause II.(17) hereafter.

DEFINITIONS

II. The following words or phrases shall be as defined herein unless the context clearly indicates otherwise.

- (1) ~~(4)~~ "Amendment" - means a supplementation, deletion, modification or any other alteration of the Trust Deed or the Plan, as the case may be, other than the termination or the revocation of the said Deed or Plan.
- ~~(2) "Balanced Fund" means that part of the Pension Fund of which the assets are subject to allocation decisions as to classes of assets such as equities, debt securities and cash.~~
- ~~(3) "Beneficiary" means, for the purposes of Section 11 of the Plan, a natural person, a corporation, a trust or a partnership, and includes persons taking jointly or as tenants in common.~~
- (2) ~~(4)~~ "Board of Governors" - means the Board of Governors of the University of Victoria.
- (3) ~~(5)~~ "Combination Plan" - means the University of Victoria Combination Pension Plan.
- (4) ~~(6)~~ "Combination Plan Pension Board" - means the Pension Board of the Combination Plan.
- (5) ~~(7)~~ "Contributing Member" - means a Member of the Plan who is currently employed by the University in an employee group eligible for membership in the Plan.
- ~~(8) "Earnings" means the amount of regular compensation received by an employee from the University as defined by the Income Tax Act plus, deemed compensation, with respect to periods of approved leave of absence without pay or temporarily reduced pay during which Member and University contributions are made by the Member (or by some other source) as if there were no leave or reduction in pay. The total of compensation and deemed compensation shall not exceed the amount that it is reasonable to consider would have been the Member's Earnings if the Member had not taken the leave or had reduced pay and had been compensated at a rate commensurate with compensation received immediately prior to the period of leave or reduced pay and at the same full-time equivalent. The total of deemed compensation under all University-sponsored plans shall not exceed five years of full-time equivalent compensation or such longer period as may be prescribed for this purpose under the Income Tax Act.~~
- ~~(9) "Family Relations Act" means the Family Relations Act, Statutes of British Columbia, and the Regulations thereunder, as amended or replaced from time to time.~~
- (6) "Earnings" – shall have the meaning set out in Section 1 of the Plan.

- (7) ~~(10)~~ "Income Tax Act" -means the Income Tax Act, Statutes of Canada and the Regulations thereunder, as amended or replaced from time to time.
- (11) ~~"Interest"~~—means:
- (a) ~~interest on a Member's contribution account or accounts compounded monthly and calculated at the end of the month on the balance of the Member's contribution account or accounts at the beginning of the month at a rate which is reasonably attributable to the operation of the Pension Fund; or~~
- (b) ~~interest on lump sum payments out of the Pension Fund calculated from the date at which a determination is required to the end of the month prior to the month of payment at a rate which is reasonably attributable to the operation of the Pension Fund.~~
- (12) ~~"Investment Earnings"~~—mean net gains or losses attributable to the market performance of the assets of the relevant fund or account.
- (13) ~~"Legally Qualified Person"~~—means a barrister or solicitor, an attorney at law, an advocate or notary, qualified to practice and being in practice in the legal jurisdiction whose law is the concern of the Pension Board.
- (8) (14) "Member" - means a person who is or who has been a contributor to the Plan and has not withdrawn from the Plan.
- (9) (15) "Member Trustee" - bears meaning as defined in subclause IV.(1) of this Trust Deed.(16) ~~"Money Purchase Contribution Account"~~—means the account that is maintained for the Member to which is credited the Member's required contributions to the Plan together with the University's regular contributions made on behalf of the Member.
- (10) (17) ~~"Money Purchase Plan"~~—means the University of Victoria Money Purchase Pension Plan for Assistant Teaching Professors, and for Part time, Sessional, or Term members of the following groups: Faculty, Administrative and Academic Professional Staff, Librarians, Management Excluded and Executive Staff, Physicians, Sessional Lecturers, and Music Performance Instructors; but excluding those designated by the Board of Governors as eligible for membership in the Combination or Staff Plans.
- (11) (18) "Pension Benefits Standards Act" - means the Pension Benefits Standards Act, Statutes of British Columbia and the Regulations thereunder, as amended or replaced from time to time.
- (12) (19) "Pension Board" - means the Trustees charged with the general administration and trusteeship of the Plan under the terms of the Trust Deed.

- (13) ~~(20)~~ "Pension Fund" - means the fund established pursuant to the Trust Agreement to which ~~fund~~ all contributions under the Plan are made and from which ~~fund~~ benefits and other amounts payable under the Plan are to be paid; ~~the fund is comprised of the "Balanced Fund," the "T Bill Fund" and such other Funds as the Pension Board may establish.~~
- (14) ~~(21)~~ "Plan" ~~means the pension plan set out in Schedule A, as amended from time to time, but not including the Trust Deed or any Amendment thereof.~~
- ~~(22)~~ "Sessional Lecturer" ~~means an individual appointed by the University to a sessional lecturer or music performance instructor appointment pursuant to an appointment notice and who is designated as a "Sessional Lecturer" or "Music Performance Instructor" in such appointment notice.~~

~~(23) "Specified Beneficiary" means an individual who meets the definition of a specified beneficiary for a particular year in relation to a money purchase provision of a registered pension plan as set out in the Income Tax Act. The specified beneficiary must be the spouse or common law partner of a member who died prior to the beginning of the year and the member or the member's legal representative must have provided the plan administrator with a written designation of the specified beneficiary before the beginning of the year.~~

~~(24) "Spouse" for the purposes of Sections 11 and 14 means, in relation to a Member:~~

~~(a) a person who at the relevant time was married to the Member and not living separate and apart from the Member for the two year period immediately preceding the relevant time; or~~

~~(b) if there is no person to whom subclause (a) applies,~~

~~(i) a person who at the relevant time lived with that other person as husband and wife for the two year period immediate preceding the relevant time; or~~

~~(ii) a person of the same gender who at the relevant time lived in a marriage-like relationship with the Member for the two year period immediately preceding the relevant time.~~

~~but does not include a person who has been allocated a share of the Member's benefit under Section 13.02 unless a subsequent spousal relationship has been established.~~

(15) "Plan" - means the "University of Victoria Money Purchase Pension Plan" established under this Trust Agreement and documented in the Plan text set out in Schedule "A" hereto, as amended from time to time, which provides benefits to certain Assistant Teaching Professors, Part-time, Sessional, or Term members of the following groups: Faculty, Administrative and Academic Professional Staff, Librarians, Management Excluded and Executive Staff, Physicians, Sessional Lecturers, and Music Performance Instructors; but excluding those designated by the Board of Governors as eligible for membership in the Combination or Staff Plans.

(16) "Spouse" - shall have the meaning set out in Section 1 of the Plan.

(17) ~~(25)~~ "Staff Plan" - means the University of Victoria Staff Pension Plan.

~~(26) "T Bill Fund" means that part of the Pension Fund of which the assets are limited to Government of Canada Treasury Bills.~~

(18) ~~(27)~~ "Trust" - means any obligation or duty created by the Trust Agreement and imposed upon the Trustees.

(19) ~~(28)~~ "Trust Agreement" - means the Trust Deed and the Plan, each as amended from time to time.

- (20) ~~(29)~~ "Trust Deed" - means this trust instrument, as amended from time to time, but not including the Plan or any Amendment thereof.
- (21) ~~(30)~~ "Trustee" - means a member of the Pension Board as such Board is from time to time constituted pursuant to the Trust Deed.
- (22) ~~(31)~~ "University" - means the University of Victoria or the Board of Governors thereof, as the context requires.
- (23) ~~(32)~~ "University Trustee" - bears meaning as defined in subclause IV.(1) of this Trust Deed.
- (24) ~~(33)~~ "Voluntary Contribution Account" ~~means the account that is maintained for each Member who is making or who has made additional voluntary contributions.~~ ~~(34)~~ "YMPE" ~~means, in respect of any 12 month period from January 1 to the succeeding December 31 during the continuance of the Plan, the Year's Maximum Pensionable Earnings as defined under the Canada Pension Plan.~~

Whenever the singular is used the same shall be construed as meaning the plural whenever the circumstances so require.

The Trust Deed is divided into clauses and subclauses and the Plan into sections and subsections.

FIRST TRUSTEES

III. The University hereby appoints the following eight Trustees:

- 1. J. TREVOR MATTHEWS University Trustee;
- 2. ROBERT W. MCQUEEN University Trustee;
- 3. MARTIN MURENBEELD University Trustee;
- 4. S. ROBERT RUDD University Trustee;
- 5. WILLIAM E. PFAFFENBERGER Member Trustee;
- 6. ALFRED FISCHER Member Trustee;
- 7. KENNETH G. STEWART Member Trustee;
- 8. DONOVAN W.M. WATERS Member Trustee;

all of whom shall constitute the first Trustees of the Trust Agreement until successors to the Trusteeship are appointed in the manner following, and the said Trustees do hereby accept the trusts therein; and do each declare that they jointly and severally will hold, invest and have invested, distribute and administer the Pension Fund and administer the Plan in accordance with the terms of this Trust Deed and of the terms of the Plan; and do agree that they will further have each successor Trustee likewise declare that such Trustee will then hold, invest, and have invested, distribute and administer the Pension Fund and administer the Plan in accordance with the terms of this Trust Deed and the terms of the Plan.

APPOINTMENT, RESIGNATION, REMOVAL AND TERMS OF OFFICE OF TRUSTEES

- IV. (1) The Pension Board shall consist of eight Trustees appointed by the University. The eight persons appointed by the University as Trustees shall be the eight persons who hold office as trustees of the Pension Board of the Combination Plan. The four persons elected as member trustees to the Combination Plan Pension Board shall be called "Member Trustees" of the Pension Board, and the four persons appointed as University trustees to the Combination Plan Pension Board shall be called "University Trustees" of the Pension Board.
- (2) The eight Trustees shall hold office as trustees until such time as successor member trustees are elected or successor University trustees are appointed trustees to the Combination Plan Pension Board, at which time or times the University shall appoint these successors as the Member Trustees and University Trustees respectively to the Pension Board.
- (3) Anything to the contrary notwithstanding, should one or more vacancies occur in the Pension Board for any reason whatsoever, the remaining members of the Pension Board shall have the full power to act and carry out the duties and obligations of the Trust Agreement.

V. A Trustee shall cease to act and shall be divested of any and all powers hereunder in the following instances:

- (1) if the Trustee resigns and upon the resignation being accepted by the remaining members of the Pension Board;
- (2) if a successor Trustee is appointed;
- (3) if a Trustee becomes of unsound mind;
- (4) if by reason of illness or other cause the Trustee is unable properly to carry out the duties of trustee;
- (5) if the Trustee becomes a bankrupt;
- (6) if by unanimous vote of the remaining members of the Pension Board it is resolved that the Trustee is a person unfit to hold the office of trustee or that the Trustee has or is likely to bring the Pension Board, the Plan, the Trust Deed or the University into disrepute;
- (7) if the Trustee fails to attend any meeting of the Pension Board during a period of three consecutive months.

- VI. (1) Upon ceasing to be a Trustee, the Trustee in question shall thereupon be discharged and released of all claims, demands and obligations arising hereunder or under the Plan, save and except for any liability or obligation for any debt or loss as a consequence of a wrongful act or omission, or negligence, on the part of the Trustee.
- (2) Each new Trustee, before assuming any duties or being vested with any rights or powers of Trusteeship hereunder, shall by instrument in writing confirm and declare that the Trustee accepts the Trusteeship and all obligations of the Trust Agreement, as if the Trustee had been an original appointee hereunder. All insurance companies, agencies and institutions and all persons connected with the administration of the Pension Fund and Plan shall be if necessary immediately notified.

MEETINGS AND PROCEDURES OF THE PENSION BOARD

- VII. (1) The first Trustees shall hold a meeting of the Pension Board upon their appointment and shall elect a Trustee as Chair. Subsequently and prior in each year to the mailing of annual statements to Members the Trustees shall hold an annual general meeting of the Pension Board and at such meeting they shall elect a Trustee who shall hold the office of Chair until the next annual general meeting.
- (2) Meetings of the Pension Board shall be held at regular intervals as determined from time to time by the Pension Board. A meeting of the Pension Board may be summoned by the Chair or by any two Trustees acting jointly upon seven days' notice to the Trustees. Notices may be effectively given if delivered to any Trustee or mailed by regular prepaid post to the Trustee at the Trustee's usual mailing address. The Trustees may waive regular notice of any meeting and convene at any time by unanimous consent.
- (3) At any duly constituted meeting of the Pension Board a quorum shall consist of four Trustees, of whom at least one shall be a University Trustee and at least one shall be a Member Trustee, all of whom shall be in office at the time such meeting is held. Any motion, moved at any duly constituted meeting of the Pension Board, at which a quorum is present, shall be decided by a majority vote. In the event of a tie vote occurring in the course of a meeting of the Pension Board, the motion before the Pension Board shall fail. A resolution signed by all Trustees shall be as effective and binding as if passed at a duly convened meeting of the Trustees.
- (4) The Trustees shall appoint a Secretary who shall keep minutes or records of all meetings, proceedings and acts of the Pension Board and such minutes need not be verbatim.
- (5) Without limiting the generality of the foregoing, and subject to the limitations of the terms of the Plan, the Pension Board shall from time to time establish rules for the conduct of its meetings, the performance of its functions and the administration of the Plan, and control the Plan's operations according to its terms and the terms of this Trust Deed, including the power:
- (a) to apply the provisions of the Plan in respect to policy as it relates to an individual according to the true intent and meaning of the Plan and to determine any questions arising in connection with the administration or operation thereof;
 - (b) to compute the amount of retirement benefit or other sum payable under the Plan to any person;
 - (c) to authorize and direct the disbursement of retirement benefits or other sums under the Plan; and
 - (d) to employ such counsel and agents and to obtain such clerical and medical and legal and actuarial services it may deem necessary or appropriate in carrying out the provisions of the Trust Deed and the Plan.
- (6) Decisions and determinations of the Pension Board, within its powers and not inconsistent with the provisions of the Trust Agreement, shall be binding and conclusive in relation to all interested persons.

ANNUAL MEETING OF MEMBERS

- VIII. The Trustees shall call and convene annually a general meeting of the Members of the Plan at least fifteen, but no more than sixty days, from the distribution of annual statements to Members. The Chair shall act as the chair of the said meeting. In the absence of the Chair a Trustee selected by the Trustees present shall act as chair of the meeting.

POWERS OF THE PENSION BOARD

- IX. (1) The Pension Board shall cause to be invested and re-invested all the principal and income of the Pension Fund without distinction between principal and income in such investments as the Pension Board shall from time to time in its discretion decide and which at the time of investment are not inconsistent with the investment requirements of the Income Tax Act and the Pension Benefits Standards Act.
- (2) The Pension Board shall have and is hereby vested with all and every power, right and authority to enable it to administer and invest the Pension Fund and carry out its obligations and rights under the Trust Agreement, including but without restricting the generality of the foregoing, full power to use and apply the Pension Fund for the following purposes:
- (a) To pay or provide for the payment of all reasonable and necessary expenses, costs and fees incurred by the Trustees in connection with the maintenance and administration of the Pension Fund, and the Plan, including the employment of such legal, actuarial and other expert assistance as the Pension Board in its discretion deems necessary or appropriate in the performance of its duties. PROVIDED however that no part of the Pension Fund shall be used for the personal expenses or compensation of the Trustees except when such expenses are incurred by a Trustee on the business of and approved by the Pension Board.
 - (b) To pay or provide for the payment of all real and personal property taxes, income taxes and other taxes and assessments of any and all kinds, levied or assessed under existing or future laws upon or in respect of the Pension Fund or any money or property forming a part thereof, and to withhold from payments out of the Pension Fund all taxes required by any law to be so withheld.
 - (c) To maintain a reserve for expected administration expenses reasonably anticipated to be incurred.
 - (d) To demand, collect and receive contributions for the purposes of the Plan, including the right to sue in any court of competent jurisdiction and to impose a reasonable penalty upon delinquency in payment of contributions, limited however to such sum as shall reimburse the Pension Fund for the amount of loss incurred by reason of such delinquency together with interest, costs and expenses.

RIGHTS TO THE PENSION FUND

- X. The following provisions shall apply to the rights or interests of any natural person, corporation, or other association in or to the use of the Pension Fund:
- (1) Neither the University, the Members, nor any other persons, any associations or corporations, shall have any right or interest in or to the Pension Fund or any part thereof, save as by this instrument and by the Plan expressly provided, nor shall any persons, associations or corporations have any right to demand payment of any portion of the Pension Fund, save as by the Trust Deed and by the Plan provided. PROVIDED however that nothing herein contained shall impair or derogate from the right of any Member or any person properly claiming by, through or under such Member, to the benefits or rights, specifically provided in the Trust Agreement.
 - (2) Notwithstanding anything contained in the Trust Agreement to the contrary, no part of the corpus or income of the Pension Fund shall be used or diverted to purposes other than for the exclusive benefit of the Members and other Beneficiaries, except as follows:
 - (a) costs and expenses directly attributable to the administration of the Plan and the Pension Board; or
 - (b) a contribution returned to the contributor where such return is required to avoid the revocation of the Plan under the Income Tax Act; or
 - ~~(e)~~ (c) the execution of a matrimonial property order under the applicable provincial property law to settle the entitlements of a Member's Spouse or former Spouse.

ADMINISTRATION OF THE PENSION FUND

- XI. (1) The administration of the Pension Fund shall be vested wholly in the Pension Board, and for such administration the Pension Board shall, consistent with the purpose of the Pension Fund, have the power to make such arrangements and agreements with persons or corporations as the Pension Board in its sole and complete discretion deems most advantageous.
- (2) The Pension Board is to administer the Plan and in so doing is authorized to appoint from time to time such agents, or such employees of the Plan, as the Pension Board deems necessary to assist in the day-to-day handling of the management of the Pension Fund and administration of the Plan. The Pension Board may appoint or employ any such persons to carry out clerical or administration functions, but always under the direction of the Pension Board.
- (3) In addition to such other powers as are set forth herein or confirmed by law:
- (a) To sell, exchange, lease, convey, grant options or dispose of any property at any time forming a part of the Pension Fund, or the whole thereof, upon such terms as it may deem proper, and to effectuate and deliver any and all instruments of conveyance and transfer in connection therewith;
 - (b) To enter into any and all contracts and agreements, including insurance contracts with insurance companies, and trust or agency agreements with Trust Companies, for carrying out the terms of the Trust Agreement and for the administration of the Pension Fund, and to do all acts as it in its discretion may deem necessary or advisable, and such contracts, agreements and acts shall be conclusively binding upon the Members and all other Beneficiaries;
 - (c) To do all acts according to the true intent and purpose of the Trust Agreement whether or not expressly authorized herein which the Pension Board may deem necessary or proper for the protection of the Pension Fund, and thereto its judgment shall be final;
 - (d) To promulgate such rules and regulations as may in its discretion be deemed proper and necessary for the sound and efficient administration of the Pension Fund and the Plan, provided that such rules and regulations shall not be inconsistent with this Trust Deed or the Plan and which effectuate the provisions of the Plan;
 - (e) To keep true and accurate books of account and records of all transactions of the Pension Board; thereto, transactions involving the Pension Fund shall be open for the inspection of any Trustee at any time, and the said Pension Fund shall be audited at least annually by a qualified member in good standing of a recognized professional accounting association selected by the Pension Board;

- (f) To administer the Pension Fund and the Plan in conformity with the Trust Agreement, as from time to time amended, and in conformity with the Income Tax Act and the Pension Benefits Standards Act.
- (4) The Pension Fund shall be administered and pooled for investment purposes with the Pension Fund of the Combination Plan.

EXECUTION OF INSTRUMENTS

- XII. All cheques, drafts, vouchers or other withdrawals of money from the Pension Fund, and the transfer of any property or security of the Pension Fund, shall be executed or signed by such persons as the Pension Board may by general or specific resolution decide, and failing a resolution specifying the signatories, shall be signed by the Chair and the Secretary, or any two Trustees.

LIMITATION OF LIABILITY

XIII. The Trustees shall not be liable for any loss arising out of any error of judgment or any act or omission in the administration of the Pension Fund; nor shall they be personally liable for any liability or debt of the Pension Fund contracted by them in pursuance of the powers contained in the Trust Agreement, or for the non-fulfillment of any contract; nor shall they be liable for any application of any part of the Pension Fund, or for any liability arising in connection with the administration or the existence of the Pension Fund. PROVIDED however that nothing herein contained shall exempt the Trustees or any Trustee for any liability that would otherwise have been incurred by the Trustees or Trustee consequent upon a wrongful or negligent act or omission on the part of the Trustees or any Trustee.

The University shall not be liable for the failure of the Trustees to secure the benefits contemplated herein for any Member or any other ~~Beneficiary~~beneficiary or for any default or neglect of the Trustees.

MISCELLANEOUS

- XIV. (1) No person, partnership, corporation or association dealing with the Trustees shall be obligated to see to the application of any funds or property of the Pension Fund or to see that the terms of the Trust Agreement have been complied with or be obliged to enquire into the necessity or expedience of any act of the Trustees.
- (2) The Trustees may seek judicial protection by any action or proceeding they may deem necessary to settle their accounts, and may obtain a judicial determination or declaratory judgment as to any question of construction of the Trust Agreement or direction as to any matter thereunder. Any such determination, declaration or direction shall be binding upon all parties to or claiming under the Trust Agreement.
- (3) The costs and expenses of any action, suit or proceeding brought by or against the Trustees or any of them (including counsel fees) shall be paid from the Pension Fund, except in relation to matters as to which it may be adjudged in such action, suit or proceeding that a Trustee or the Trustees were liable for a wrongful act or omission, or negligence in the performance of their duties hereunder.
- (4) Each person employed by the Trustees, as well as the Trustees themselves, who may be engaged from time to time in handling the monies of the Pension Fund shall be bonded by a duly authorized surety company for such sum as the Trustees from time to time shall determine. The cost of premiums for such bonds shall be paid out of the Pension Fund.
- (5) The Trustees may purchase for and on behalf of each Trustee liability insurance so as to provide a reasonable and adequate coverage in respect of the duties and obligations imposed upon the Trustee by the Trust Agreement. The cost of such premiums shall be paid out of the Pension Fund.
- (6) The fiscal year of the Pension Fund shall end on the 31st day of December in each year.
- (7) The Trustees, within one hundred and fifty days following the end of the fiscal year, shall account and issue a statement of the Pension Fund, a copy of which shall be sent to the Board of Governors.
- (8) ~~The~~ As and when required by the Pension Benefits Standards Act, the Trustees shall, ~~within one hundred fifty days following the end of the fiscal year, send to each Member an annual statement and statement concerning the Pension Fund.~~ send out statements to Members and any other individuals who are entitled to such information under the Pension Benefits Standards Act.

AMENDMENT AND TERMINATION

XV. (1) Amendment:

The Pension Board may, with the written consent of the Board of Governors, at any time and from time to time amend the Trust Agreement or either part thereof, PROVIDED that no such Amendment of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members and other Beneficiaries under the Plan. And PROVIDED further that no Amendment shall be made to increase a Member's contribution over the rates of 3% of Earnings up to the YMPE plus 5% of Earnings in excess of the YMPE provided for in the Plan without an affirmative vote of a majority of Members voting, upon thirty days' notice given for such purpose by mail, together with the specific consent of the University.

(2) Termination:

The Board of Governors, together with the affirmative vote of the majority of Members who vote, upon thirty days' notice first given by mail to each Member may thereupon terminate the Trust Agreement or either part thereof in such manner as may have been set forth in the thirty days' notice and such termination shall take effect upon written notice of the resolution of the Board of Governors and the said affirmative vote being given by the University to the Pension Board, PROVIDED that no such termination of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members and other Beneficiaries under the Trust Agreement. In the event of termination the Trustees shall:

- (a) Make provision out of the Pension Fund for the payment of expenses incurred up to the date of termination of the Trust Agreement and the expenses incident to such termination;
- (b) Pay to any insurance or trust company the balance, if any, of the assets of the Pension Fund remaining in the hands of the Trustees, which assets are due to said insurance or trust company under the provisions of the Trust Agreement;
- (c) Arrange for a final audit and report of their transactions and accounts for the purpose of terminating their trusteeship;
- (d) Make final determinations as to the amounts owing to the Members and all other Beneficiaries as required under the Plan that is in existence at the date of termination of the Trust Agreement; and
- (e) Pay and distribute according to the provisions of the Plan.

- (3) Upon termination of the Trust Agreement, the Board of Governors being fully satisfied that all matters relevant to the termination of the Plan have been done

shall grant to the Trustees a release and discharge which shall be binding upon all or any person or persons having any interest under the Trust Agreement.

EFFECTIVE DATE AND COUNTERPARTS

XVI. This instrument, being the Trust Agreement, and an Amendment to the agreement and Schedule A thereto (the Plan) dated the second day of March, 1992, between the University and the Trustees,

- (1) shall have effect as of ~~the first day of January 2014~~[September 30, 2015](#); and
- (2) may be executed in one or more counterparts, each of which upon execution is to be deemed an original, and all such counterparts together with the true original shall constitute one and the same instrument.

IN WITNESS WHEREOF the University of Victoria has caused this instrument to be executed by its officers thereunto duly authorized and its seal to be hereunto affixed, and the Trustees have hereunto set their hands and seals, as of the day and year first above written.

BLACKLINE
(Orig to

SCHEDULE A

UNIVERSITY OF VICTORIA ~~PENSION PLAN~~
~~FOR THE TRUST AGREEMENT KNOWN AS THE~~
MONEY PURCHASE PENSION PLAN

(amended and restated ~~as at January 2014~~effective September 30, 2015)

CERTIFIED to be a true and complete copy of the text as at ~~January 2014~~September 30, 2015.

Date: _____

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SECTION 1 - DEFINITIONS

1.01 ~~1.01 Unless specifically defined herein or~~ In this Plan text, the following words shall have the following meanings unless the context otherwise requires, words and designations used herein shall have the meanings defined in the Trust Agreement.:

“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 Member, employment for which contributions are being made to the Pension Fund on the Member’s behalf.

“Earnings” means:

- (a) the amount of regular compensation received by an employee from the University as defined by the Income Tax Act; and
- (b) the amount deemed to be Earnings for a Member
 - (i) on an Approved Leave of Absence who makes contributions pursuant to subparagraph 4.01(b)(i), shall be the amount set out in paragraph (a) that the Member earned immediately prior to his or her Approved Leave of Absence;
 - (ii) on a Sabbatical or Study Leave or Special Reduction of Appointment who makes contributions pursuant to subparagraph 4.01(b)(ii), shall be the amount set out in paragraph (a) that the Member would have earned if he or she did not have a Sabbatical or Study Leave or Special Reduction of Appointment;
 - (iii) on a Statutory Leave who makes contribution pursuant to subparagraph 4.01(b)(iii), shall be the amount set out in paragraph (a) that the Member earned immediately prior to his or her Approved Leave of Absence;
 - (iv) on a Temporary Reduction of Appointment who makes contributions pursuant to subparagraph 4.01(b)(iv), shall be the amount set out in paragraph (a) that the Member would have earned if he or she did not have a Temporary Reduction of Appointment; or
 - (v) on long-term disability who is covered under the University-sponsored long term disability plan and on whose behalf contributions are made to the Plan pursuant to paragraph 4.01(a), shall be the amount determined pursuant to the terms of the University sponsored long term disability plan,

provided that such deemed Earnings shall not exceed the amount of compensation that is prescribed for this purpose by the Income Tax Act.

“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 Tax Act* (Canada) and the regulations prescribed thereunder, as amended or replaced from time to time.

“Interest” means the rate of interest calculated on the basis of the average of the yields of 5-year personal fixed term chartered bank deposit rates, determined by reference to the CANSIM Series V122515 compiled by Statistics Canada and available on the website maintained by the Bank of Canada, which average is determined in relation to the most recent period of that length for which the rates are available.

“Investment Earnings” mean net gains or losses attributable to the market performance of the assets of the relevant fund or account, during the relevant period less any investment and administration expenses payable from such fund or account pursuant to subsection 10.06.

“Member” has the meaning set out in clause II of the Trust Agreement.

“Money Purchase Contribution Account” means the account that is maintained for the Member to which is credited the Member's required contributions to the Plan together with the University's regular contributions made on behalf of the Member.

“PBSA” means the *Pension Benefits Standards Act* (British Columbia) and the regulations prescribed thereunder, as amended or replaced from time to time.

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

“Pension Fund” has the meaning set out in clause II of the Trust Agreement.

“Plan” means the University of Victoria Money Purchase Pension Plan, as constituted under the Trust Agreement and this plan text.

“Prescribed Form” means the form prescribed from time to time by the Pension Board.

“Sabbatical or Study Leave” means a period of absence from the University approved as such by the University.

“Sessional Lecturer” means an individual appointed by the University to a sessional lecturer or music performance instructor appointment pursuant to an appointment notice and who is designated as a "Sessional Lecturer" or "Music Performance Instructor" in such appointment notice.

“Special Reduction of Appointment” means a reduction in the number of hours worked in Covered Employment by a Member, other than a Temporary Reduction of Appointment, that is approved as such by the University.

"Specified Beneficiary" means an individual who meets the definition of a specified beneficiary for a particular year in relation to a money purchase provision of a registered pension plan as set out in the Income Tax Act.

"Spouse" means, in relation to another person, a person who at the relevant time:

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

but does not include a person who has been allocated a share of the Member's benefit under the Family Law Act unless a subsequent spousal relationship has been established.

"Staff Plan" means the University of Victoria Staff Pension Plan.

"Statutory Leave" means a leave of absence for which the *Employment Standards Act* (British Columbia) requires the University to continue to make contributions in respect of Member on such a leave, if the Member elects to continue to make his required contributions under the Plan.

"Temporary Reduction of Appointment" means a temporary reduction in the number of hours worked in Covered Employment by a Member that is approved as such by the University.

"Trust Agreement" has the meaning set out in clause II of the Trust Agreement.

"Trustee" has the meaning set out in clause II of the Trust Agreement.

"University" means the University of Victoria or the Board of Governors thereof, as the context requires.

"Voluntary Contribution Account" means the account that is maintained for each Member who is making or who has made additional voluntary contributions.

"YMPE" - means, in respect of a calendar year, the "year's maximum pensionable earnings" as defined under the Canada Pension Plan.

SECTION 2 - ~~SECTION 2~~ PENSION FUND: CREATION AND PURPOSE

2.01 ~~2.01~~ The Pension Fund shall be established and maintained pursuant to the provisions of this Plan and of the Trust Agreement for the purpose of providing retirement, death and termination benefits for the Members and their Beneficiaries, and for no other purpose whatsoever, save and except administration and investment costs.

2.02 ~~2.02~~ All contributions made to or under the provisions of this Plan shall be paid into the Pension Fund, and all disbursements with respect to benefits payable under the provisions of the Plan shall be made from the Pension Fund.

2.03 ~~2.03~~ The Pension Fund shall comprise the entire assets of the Plan including those assets derived from contributions, together with all contracts (including dividends, interest, refunds or other sums payable to the Trustees on account of such contracts), all investments made and held by the Trustees, all income therefrom and any other property received and held by the Trustees.

2.04 ~~2.04~~ The Trustees are hereby designated as the only persons to receive contributions to the Pension Fund, and the Trustees are vested with all legal right, title and interest in and to the Plan in order that the Trustees may discharge on behalf of the Members under the terms of the Trust Agreement any and all of the uses, purposes and duties set forth in the Trust Agreement.

2.05 The Plan was established effective January 1, 1991.

2.06 The Plan was amended and restated effective September 30, 2015. Except as otherwise provided herein, or as is necessary to give effect to the terms of this Plan, this Plan applies to Members who terminate, retire or die on or after September 30, 2015. Except as otherwise provided by law, the benefits of a Member who terminated, retired or died prior to September 30, 2015 must, subject to the foregoing exceptions, be determined by the terms of the Plan in force on the date the Member terminated, retired or died.

SECTION 3 - SECTION 3 - ELIGIBILITY FOR MEMBERSHIP

- 3.01 ~~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 ~~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 ~~appointment~~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, ~~on the form provided by the University 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 ~~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.

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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 ~~3.08~~ 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 ~~3.09~~ 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 ~~3.10~~ ~~A Member on an approved leave of absence without pay or period of temporarily reduced pay may continue to participate in the plan on the same basis as if there had been no leave or reduced pay, provided that both the Member's and the University contributions (whether paid by the Member or by some other source) continue to be paid on Earnings and, in the case of reduced pay, the Member had been employed by the University for at least 36 months prior to the complete period of reduced pay. Periods of participation while on leave or reduced pay shall not exceed two years at any one time or a lifetime full time equivalent of five years or such longer period as may be prescribed for this purpose under the Income Tax Act.~~ Notwithstanding any other provision of this Section 3, if a Member who has commenced receipt of pension benefits under paragraph 8.02(a) is re-employed by the University and would otherwise be eligible for membership in the Plan, he or she will continue to receive the pension benefits elected under paragraph 8.02(a) and will not be eligible to become a Member of the Plan.

SECTION 4 - SECTION 4 - MEMBER CONTRIBUTIONS**4.01** ~~4.01~~ Required Contributions by Members**(a)** ~~(a)~~ Required Contributions

~~Each~~ 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)** ~~(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)** ~~(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 to the Pension Fund at least monthly and the remitted contributions shall be credited to the Member's Money Purchase Contribution Account.

(b) Contributions During Periods of Leave or Reduced Appointment

- (i)** A Member on an Approved Leave of Absence may elect in the Prescribed Form to make the Member required contributions under paragraph (a) and the University contributions under subsection 5.01 in respect of his or her deemed Earnings during the leave.
- (ii)** While a Member is on a Sabbatical or Study Leave or Special Reduction of Appointment, the Member will make the Member required contributions under paragraph (a) in respect of his or her deemed Earnings during the leave or reduction of appointment and the University will make contributions under subsection 5.01 in respect of his or her deemed Earnings during the leave or reduction of appointment.
- (iii)** A Member on a Statutory Leave may elect in the Prescribed Form to make the Member required contributions under paragraph (a) in respect of his or her deemed Earnings during the leave, in which case the University must make the contributions under subsection 5.01 in respect of his or her deemed Earnings during the leave.
- (iv)** While a Member is on a Temporary Reduction of Appointment, the Member will make the Member required contributions under paragraph (a) in respect of his or her actual Earnings during the Temporary Reduction of Appointment and the University will make contributions under subsection 5.01 in respect of his or her actual Earnings during the Temporary Reduction of Appointment, and the Member may elect in the Prescribed Form to make additional contributions in respect of the Member required contributions under paragraph (a) and the University contributions under subsection 5.01 on the basis of the difference between his or her actual Earnings and deemed Earnings during the Temporary Reduction of Appointment.

(c) ~~(b)~~ 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) ~~(e)~~ Reduction of a Member's Contributions

~~In the event~~If a Member's contributions for a year under paragraphs (a) and (b) will exceed the limit described in ~~(b)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 ~~(b)paragraph (c)~~.

4.02 ~~4.02~~ Additional Voluntary Contributions by Members

(a) ~~(a)~~ Voluntary Contributions

(i) ~~A~~Subject to subparagraph (ii), a Member ~~shall have the right to~~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 Leave, Statutory Leave, Special Reduction of Appointment or Temporary Reduction of Appointment, he or she cannot make any additional voluntary contributions in that calendar year.

(b) ~~(b)~~ Voluntary Contribution Limit

Notwithstanding paragraph (a), a Member's voluntary contributions shall not exceed in any one year the maximum amount permitted under the Income Tax Act.

4.03 ~~4.03~~ Member Receiving a Benefit

Contributions shall not be made by or on behalf of a Member while that Member is receiving a benefit from this Plan.

SECTION 5 - SECTION 5 - UNIVERSITY CONTRIBUTIONS

5.01 ~~5.01~~ Contributions to Members' Money Purchase Contribution Accounts

~~For~~ 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) ~~(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) ~~(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 ~~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 the Member's contributions in accordance with subsection 4.01.

On and after January 1, 1994 any reduction in the University's contribution to a Member's Money Purchase Contribution Account from that specified in subsection 5.01, in order to comply with the foregoing limit, shall be contributed to a supplemental benefit arrangement for the benefit of the Member.

No contribution shall be made by the University pursuant to subsection 5.01 unless it is an eligible contribution as defined by the Income Tax Act.

5.03 ~~5.03~~ Pension Adjustment Limit

In no event shall the contributions paid in a year to the Member's Money Purchase Contribution Account and Voluntary Contribution Account, under subsections 4.01, 4.02 and 5.01, result in a Member's pension adjustment as defined by the Income Tax Act in excess of the limit for the year prescribed by the Income Tax Act.

5.04 ~~5.04~~ Member Receiving a Benefit

The University shall not make contributions in respect of a Member who is receiving a benefit from this Plan.

SECTION 6 - SECTION 6 - WRITTEN NOTICE

6.01 ~~6.01~~ Whenever a Member or the Member's surviving Spouse is required to make a choice or election under any section of this ~~Schedule~~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 ~~Pension Benefits Standards Act~~PBSA specifies a shorter period of notice or if the Pension Board determines that special circumstances exist.

SECTION 7 - ~~SECTION 7~~ RETIREMENT AND BENEFIT COMMENCEMENT DATES**7.01** ~~7.01~~ 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 ~~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 ~~ceased employment with the University~~ terminated his or her Covered Employment.

7.03 ~~7.03~~ Benefit Commencement Date

A Member may elect to commence benefits on the first day of any month after the Member becomes eligible for benefits according to subsection 7.02. The date of commencement of retirement benefits is the Member's "Benefit Commencement Date".

7.04 Mandatory Commencement of Benefits

Notwithstanding any other provision of the Plan, the pension benefits to which an individual is entitled under the Plan will commence no later than the latest date allowed by the Income Tax Act.

7.05 Employment Past Normal Retirement Date

If a Member continues his or her Covered Employment after his or her Normal Retirement Date, required contributions shall continue to be made by the Member and the University until the earlier of the date Member retires and November 30th of the year in which the Member reaches the maximum age for which contributions are permitted under the Income Tax Act.

SECTION 8 - ~~SECTION 8~~ - RETIREMENT BENEFITS**8.01** ~~8.01~~ Balances Available for Retirement Benefits

The balances in a Member's Money Purchase Contribution Account, Voluntary Contribution Account, and Variable Benefit Account are available to provide a retirement benefit, provided that the Member is eligible under the terms of subsection 7.02.

8.02 ~~8.02~~ Retirement Benefits Options

A Member may elect to apply the available balance described in subsection 8.01 to a combination of the options listed in paragraphs (a) and (b) below, subject to the approval of the Pension Board:

~~(a)~~ Options within the Plan

- ~~(a)~~ (i) Options within the Plan - Variable Benefit Option for any Member whose balance is not less than twice the YMPE. This option allows the Member to retain the amount within the Plan. The amount is applied to provide the Member with a variable benefit, payable monthly from the Pension Fund, according to the requirements set out in the Income Tax Act and the ~~Pension Benefits Standards Act~~ PBSA. The total annual payment shall not be less than the minimum specified in the Income Tax Act nor greater than the maximum specified in the ~~Pension Benefits Standards Act~~ PBSA, and payments will begin not later than the latest date allowed by the Income Tax Act. With the approval of the Pension Board, a Member may elect to apply a portion of the balance remaining in the Member's Variable Benefit Account to another option, at which time the variable benefit payments will be recalculated. Payments will cease upon the effective date of the transfer of the entire remaining balance to another option, or upon the later of the end of the month in which the Member dies, or, if there is a Specified Beneficiary, the end of the month in which the Specified Beneficiary dies. Any balance remaining in the Member's account after the death of the Member and the death of the Specified Beneficiary, if any, will be paid as described in Section 10.

If required under the PBSA, a Member who has a Spouse on his or her Benefit Commencement Date and elects this option must provide the Pension Board with:

- (i) a consent in the Prescribed Form by the Member's Spouse that was signed by the Spouse, not more than 90 days before the Member's Benefit Commencement Date, in the presence of a witness and outside the presence of the Member; or
- (ii) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- ~~(b)~~ (b) Options external to the Plan include transfer of the amount to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company ~~or other financial institution~~ to purchase an annuity, in accordance with the requirements of the ~~Pension Benefits Standards Act~~ PBSA. Such transfer must be on a locked-in basis for that portion of the

Member's account contributed after December 31, 1992 plus the Investment Earnings on those contributions, but there is no lock-in requirement for the balance in a Member's account at December 31, 1992 plus the Investment Earnings on that amount after that date.

8.03 ~~8.03~~ Voluntary Contribution Account Benefit

If a Member becomes eligible for benefits under subsection 7.02, he or she may elect to apply the balance of his or her Voluntary Contribution Account as follows:

- (a) ~~The amount of the Voluntary Contribution Account balance of a Member is available to provide a retirement benefit as described in subsections 8.01 and 8.02, or to provide to be refunded to the Member as a lump sum payment, unless such payment is precluded by restrictions attached to the voluntary contributions, or for a combination of these options approved by the Pension Board;~~
- (b) to be transferred in accordance with any of the options available under paragraph 8.02(b);
- (c) if the Member elects to use his or her Money Purchase Contribution Account to provide a variable benefit under paragraph 8.02(a), to have the balance of his or her Voluntary Contribution Account transferred to the Member's Variable Benefit Account, provided that the combined balance of the Money Purchase Contribution Account and the Voluntary Contribution Account is not less than twice the YMPE;
- (d) if the Member does not elect to use his or her Money Purchase Contribution Account to provide a variable benefit under paragraph 8.02(a), but the balance of his or her Voluntary Contribution Account is not less than twice the YMPE, to have the balance of his or her Voluntary Contribution Account used to establish a Variable Benefit Account to provide variable benefits; or
- (e) to a combination of the above options as approved by the Pension Board.

8.04 ~~8.04~~ Minimum Balances

Under the terms of subsection 8.02, a Member may use all or part of their account balances to establish a Variable Benefit Account, provided that the initial amount applied to this option is not less than twice the YMPE. If the Member subsequently elects to apply part of the balance in the Variable Benefit Account to another option, the remaining balance must not be less than twice the YMPE.

8.05 ~~8.05~~ Default Option

A retiring Member, who fails to make an election under subsections 8.02 or 8.03 prior to, or within 90 days following, the Member's date of eligibility for a retirement benefit and who has not advised the Pension Board of a deferred Benefit Commencement Date, will be deemed to have elected to retain the Member's Money Purchase Contribution Account and the Member's Voluntary Contribution Account, if any.

A Member who has not made the required election before December 1st of the last calendar year that the Member is eligible to hold a retirement savings plan registered under the Income Tax Act 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 Member would be eligible to elect under the Income Tax Act and ~~Pension Benefits Standards Act~~ [PBSA](#). In such a case, effective December 1st of said year, payment(s) under the option will be made as appropriate to the Member, or to an account in trust for the Member with a financial institution selected by the Pension Board.

[8.06](#) ~~8.06~~ Termination of Membership

The payment of the entire amount of the balance of the Member's Money ~~Purchase~~ [Purchase](#) Contribution Account, Voluntary Contribution Account, and Variable Benefit Account to the company or companies selected by the Member for the purposes of ~~subsection~~ [paragraph](#) 8.02(b), shall constitute a complete, final and binding discharge by the Pension Board of all obligations owed by the Plan to the Member. From the date of the payment of the amount(s), the Member shall for all purposes cease to be a Member of the Plan, and shall thereafter have no right or claim of any kind whatsoever against the Plan.

SECTION 9 - ~~SECTION 9~~ FUND ALLOCATION AND ADMINISTRATION

9.01 ~~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) ~~(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) ~~(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 ~~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)~~ 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-1993 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) ~~(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 ~~15.03, 14.03~~, to which shall be credited the Member's additional voluntary contributions, transfers, and Investment Earnings and to which shall be debited lump sum payments and any transfers to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company or other financial institution.
- (c) ~~(c)~~ A Variable Benefit Account for each Member who has elected a benefit under ~~subsection paragraph~~ 8.02(a)~~(i)~~ to which shall be credited
 - (i) ~~(i)~~ that proportion of the Member's Money Purchase Contribution Account balance on the Member's Benefit Commencement Date that the Member elected to be applied to benefits under ~~subsection paragraph~~ 8.02(a)~~(i)~~, and

(ii) ~~(ii)~~ that proportion of the Member's Voluntary Contribution Account balance on the Member's Benefit Commencement Date that the Member elected under subsection 8.03 to be applied to benefits under ~~subsection~~paragraph 8.02(a)~~(i)~~, and

(iii) ~~(iii)~~ Investment Earnings,

and to which shall be debited

(iv) ~~(iv)~~ the benefits paid under ~~subsection~~paragraph 8.02(a)~~(i)~~ including the portion provided from the Member's former Voluntary Contribution Account.

Separate sub-accounts will be maintained for amounts that are subject to lock-in restrictions.

9.03 ~~9.03~~ Investment

(a) ~~(a)~~ The Pension Board shall hold and direct the investment of the Pension Fund in accordance with the requirements of the Income Tax Act and the ~~Pension Benefits Standards Act~~PBSA.

(b) ~~(b)~~ The Pension Board shall have the power to invest funds from different classes of accounts in different investment vehicles as it deems appropriate.

(c) ~~(c)~~ The Pension Fund shall be administered and pooled for investment purposes with the Pension Fund of the Combination Plan.

9.04 ~~9.04~~ ~~Allocation of~~ Investment Earnings

(a) ~~The Pension Board shall arrange for a valuation of the assets of the Pension Fund to determine Investment Earnings at the end of each month.~~

(b) ~~The~~In determining the Investment Earnings, the Pension Board shall have the power to allocate in an equitable and non-discriminatory manner between the foregoing accounts described in subsection 9.02:

(i) ~~(a)~~ the net investment income;

(ii) ~~(b)~~ the administrative and investment expenses incurred in the period since the previous allocation; and

(iii) ~~(c) the net increase or decrease in the value of the assets.~~the net increase or decrease in the value of the assets.

9.05 ~~9.05~~ Valuation of Assets

~~The Pension Board shall arrange for a valuation of the assets of the Pension Fund annually and may arrange for more frequent valuations and, following the methods outlined in subsection 9.04, may make entries to the several accounts as of the date of such more~~

~~frequent valuations. The right of the Pension Board to arrange more frequent valuations and to adjust the accounts shall be exercised in a non-discriminatory manner.~~

(c) Investment Earnings shall be credited to each Member's Money Purchase Contribution Account, Voluntary Contribution Account and Variable Benefit Account based on the balance in each such account at the end of the previous month.

9.05 ~~9.06~~ Interim Account Values

~~The amount~~If a transfer or payment of each Member's Money Purchase Contribution Account, ~~Variable Benefit Account or~~ Voluntary Contribution Account, ~~on the Member's Benefit Commencement Date, date of death or date of termination of a Member, as the case may be, shall be the sum of~~ and Variable Benefit Account must be made under the terms of the Plan due to the Member's retirement, termination of Covered Employment or death, the amount of such account shall be:

- (a) ~~(a)~~ the amount of such account on the ~~most recent date of valuation pursuant to subsection 9.05 prior to the Member's Benefit Commencement Date, date of death or date of termination, as the case may be, and~~ end of the month prior to the month in which the transfer or payment is made,
- (b) ~~(b)~~ Interest ~~or Investment Earnings~~ on the amount under paragraph (a) ~~at the rate of interest last adopted by the Pension Board pursuant to subclause II.(11) of the Trust Agreement for the period following the most recent date of valuation,~~ 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) ~~(c)~~ the sum of the Member's contributions and the University contributions on the Member's behalf credited to such account since the ~~most recent date of valuation~~ end of the month prior to the month in which the transfer or payment is made with Interest ~~or Investment Earnings~~ thereon from the date the contributions were credited to the account ~~at the rate of interest last adopted by the Pension Board pursuant to subclause II.(11) of the Trust Agreement~~ 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 - SECTION 10 - DEATH BENEFITS**10.01 ~~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 Relations Law Act:

(a) ~~(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 ~~designated~~ Beneficiary, ~~Beneficiaries or estate~~ 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) ~~(b)~~ Death Benefit Payable to Spouse

~~The~~ If a Member had a Spouse at the time of his or her death, the death benefit payable under paragraph (a) is payable 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.

~~A~~ If a Spouse who fails to make ~~an~~ the election ~~of one of the above options before the later of 90 days following the last day of the month of the Member's death and 90 days following advice by the Pension Board of the death benefit payable, 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)~~ (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)~~ (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 ~~Pension Benefits Standards Act~~ 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, if a Spouse waives his or her entitlement under this subsection 10.01, the Spouse is not entitled to receive any benefit by way of a lump sum payment as the Member's Beneficiary.

(d) ~~(e)~~ Death Benefit Payable to Non-Spouse Beneficiary

If the Member does not have a Spouse at the date of death, or, if the Pension Board receives from the surviving Spouse a ~~statement in the prescribed form that waives the spousal entitlement~~waiver pursuant to subparagraph 10.01(c)(i), the death benefit payable under paragraph (a) is payable in a lump sum to the Member's ~~designated~~ Beneficiary, ~~or, if there is no designated Beneficiary, to the Member's estate.~~

(e) ~~(d)~~ Refund of Voluntary Contributions

If the person entitled to the death benefit is the Member's Spouse, the portion of the death benefit that is attributable to the Member's Voluntary Contribution Account is not subject to lock-in restrictions and may be paid in a lump sum unless such payment is precluded by restrictions attached to the voluntary contributions or transferred to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company or other financial institution.

10.02 ~~10.02~~ Death After Member's Benefit Commencement Date

In the event of the death of a retired Member who had elected a benefit under ~~subsection~~paragraph 8.02(a)~~(i)~~, a death benefit is payable as described in subsection 10.01 as if references to the Money Purchase Contribution Account and Voluntary Contribution Account were replaced with the Variable Benefit Account. Upon the death of a surviving Spouse who is in receipt of benefits under ~~subsection~~paragraph 8.02(a)~~(i)~~, the balance remaining in the Variable Benefit Account is payable to the Spouse's designated ~~Beneficiary~~beneficiary or if none to the estate of the Spouse ~~and amount shall be paid within one year following the Spouse's death.~~

10.03 ~~10.03~~ Proof of Death

Payment arising or conditional upon the death of any Member or any other Beneficiary or upon the continued life of a Member or any other Beneficiary or upon the happening of any other event or contingency upon which a payment becomes payable shall be made only after receipt by the Pension Board of satisfactory proof of such death or from time to time of such continued life or the happening of such event or contingency, as the case may be.

SECTION 11 - SECTION 11--TERMINATION OF APPOINTMENT COVERED EMPLOYMENT

11.01 ~~11.01~~ A Member whose ~~appointment~~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 ~~Balance~~ and Voluntary Contribution Account a combination of the following options, subject to the approval of the Pension Board:

- (a) ~~(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 ~~a pro-rata share of the~~ Investment Earnings ~~to the Member's Benefit Commencement Date~~on those amounts applied to provide a benefit as described in subsection 8.02; ~~or~~
- (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 or other financial institution to purchase an annuity, in accordance with the requirements of the ~~Pension Benefits Standards Act~~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 ~~the~~ 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 ~~the~~ 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 elects an option other than one including paragraph (a) above will cease to be a Member and have no further entitlement under the Plan upon such transfer. A Member who fails to make an election of one of the above options ~~prior to, or~~ within 90 days ~~following the date of termination~~of receiving the statement required by the PBSA will be deemed to have elected the option in paragraph (a).

11.02 ~~11.02~~ A transfer under ~~subsection~~paragraph 11.01(b) or (c) shall be in accordance with the requirements of the Income Tax Act and the ~~Pension Benefits Standards Act~~PBSA.

SECTION 12 - SECTION 12 - NON-ALIENATION OF BENEFITS

12.01 Non-Alienation

~~Except as specified in subsection 12.02, any benefits which are provided under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void; and, subject to applicable laws, any such benefits shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person who shall be entitled to such benefits, nor shall they be subject to attachment or legal process for or against such person.~~

12.02 Court Orders and Separation Agreements

~~For the purpose of this subsection 12.02 "Spouse" means spouse as defined in the governing matrimonial property law.~~

- ~~(a) On an event occurring further to which

 - ~~(i) a Member's Spouse becomes entitled in law to any interest in the Member's retirement benefit under the Plan; and~~
 - ~~(ii) the Pension Board is formally advised in writing by submission of the prescribed form under the Family Relations Act of the claim of the Member's Spouse to such an interest,~~

~~the Member's Spouse, by a written request to the Pension Board may require the Pension Board to provide information in respect of the Plan as is prescribed under the Family Relations Act.~~~~
- ~~(b) Upon submission of the prescribed form together with a copy of the court order or separation agreement on which the Spouse's entitlement is based, the Pension Board shall take all steps in accordance with and as required by the Family Relations Act and the Pension Benefits Standards Act.~~
- ~~(c) Prior to the date the Pension Board is formally advised in writing, further to (a)(ii), of the claim of a Member's Spouse to a benefit entitlement, neither the Plan nor the Pension Board shall be in any way responsible for the entitlement of the Spouse otherwise payable.~~
- ~~(d) Where the law applicable for the purposes of (a)(i) provides that the entitlement described in that subsection arises on the death of a Member, and

 - ~~(i) death is the event further to (a) that has occurred, and~~~~

- (ii) ~~the Member's Spouse is not the Member's designated Beneficiary or there is no designated Beneficiary at the time of the Member's death, the Member's Spouse in either instance having survived the Member, the Pension Board at its discretion may withhold payment of any part of the Member's Money Purchase Contribution Account, notwithstanding subsection 10.01 of the Plan, until advised in writing by a Legally Qualified Person that the rights of all affected parties thereto are determined by the applicable law or are the subject of a judicial determination or a binding agreement.~~

SECTION 13- PLAN AMENDMENT AND TERMINATION12.01 ~~13.01~~-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~~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 ~~13.02~~-Termination

(a) Further to subclause XV.(2) of the Trust Agreement, and in the event of the termination of the Plan ~~in whole or in part~~, 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. ~~Subject to the applicable law the~~

(b) A Member, ~~or such other person entitled who is the~~ or a surviving Spouse of ~~the~~ a Member, ~~may elect one of the options described in subsections 8.02 and 8.03. In the case of a Member, or other person entitled who is the Spouse of the Member, who fails to make such election within one calendar month of having been advised of the termination of the Plan~~ 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 other person entitled,~~ or surviving Spouse or to an account in trust for the Member, ~~or other person entitled,~~ or surviving Spouse with a financial institution selected by the Pension Board.

(c) A ~~beneficiary~~Beneficiary who is not the Spouse of a Member will be paid the entitlement as a lump sum.

SECTION 13 - ~~SECTION 14~~ - MISCELLANEOUS13.01 Non-Alienation

Subject to the PBSA, any benefits which are provided under this Plan shall not be subject in any manner to anticipation, surrender, alienation, sale, transfer, assignment, pledge, encumbrance, charge or given as security and any attempt to anticipate, surrender, alienate, sell, transfer, assign, pledge, encumber, charge or give as security the same shall be void and non-enforceable against the Plan; and, subject to applicable laws, any such benefits shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person who shall be entitled to such benefits, nor shall they be subject to attachment, seizure, execution or legal process for or against such person.

13.02 ~~14.01~~ - Information to Members Disclosure

~~(a) Each Member shall be advised of the general provisions of the Plan, and upon written request addressed to the Pension Board, shall be furnished with any information reasonably requested regarding the Member's status, rights and privileges under the Plan.~~
(b) Each Member and Beneficiary of a deceased Member entitled to benefits under the Plan shall be entitled to obtain a copy of the Plan upon request.
~~(c) Each Member shall be entitled to an annual statement in a form prescribed~~
receive or request the statements, Plan documents and other information required to be provided or disclosed by the Pension Board on the status of the Pension Fund and of the Member's participation therein in accordance with the PBSA.

13.03 ~~14.02~~ - Payments

~~(a)~~ (a) If a person elects a lump sum payment or transfer from the Plan, the payment or transfer shall be made within 60 days after the person completes and files with the Secretary to the Pension Board, all documents required to authorize the payment or transfer, including evidence of entitlement. The payment of the entire amount of an individual's entitlement from the Plan shall constitute a complete, final and binding discharge by the Pension Board of all obligations owed by the Plan to an individual and the individual shall thereafter have no right of claim whatsoever against the Plan and, if the individual was a Member, the Member shall for all purposes cease to be a Member of the Plan.

If a payment is in excess of the maximum limit that can be transferred to another plan or to a retirement savings plan registered under the Income Tax Act, then the amount of that payment that is in excess of that maximum limit is exempt from any lock-in restrictions and must be paid in a lump sum.

(b) Despite any other provision of this Plan, if under the Plan a lump sum cash payment may be payable to a person, and the Income Tax Act permits the entire amount of that cash lump sum to be transferred directly to a registered retirement savings plan, that lump sum payment may be transferred to a registered retirement savings plan at the option of the person to whom the lump sum is payable.

13.04 Permitted Unlocking

(a) Small Benefit

(i) ~~If the total payable from a Member's Money Purchase Contribution Account does not exceed~~ is less than 20% of the YMPE for the calendar year in which ~~the earlier of death, termination of employment, or benefit payment occurred, the Member, surviving Spouse or former Spouse, as the case may be, may elect to receive the benefit payable from the Plan in a lump sum, or alternatively may transfer the benefit payable from the Plan to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an Insurance Company or other financial institution, in full discharge of all obligations under the Plan.~~ Member terminated his or her Covered Employment, retired or died, or any subsequent year in which the value of the Money Purchase Contribution Account is determined prior to the Member or Spouse's Benefit Commencement Date,

(A) the Member or surviving Spouse of the Member may elect to receive the value of the Money Purchase Contribution Account in a lump sum; and

(B) notwithstanding subparagraph (A), the Pension Board reserves the right to compel a Member or surviving Spouse of the Member to take the value of the Money Purchase Contribution Account in a lump sum.

(ii) ~~If the Member, value of a Member's Variable Benefit Account is less than 20% of the YMPE for the calendar year in which the value of his or her Variable Benefit Account is determined, the Member or surviving Spouse, or former Spouse may elect to receive the value of his or her Variable Benefit Account in a lump sum.~~

(b) Non-Resident

(i) A Member whose Covered Employment has terminated pursuant to Section 11 or a Spouse entitled to a benefit under subsection 10.01 may elect to withdraw as a lump sum an amount equal to the balance of his or her Money Purchase Contribution Account on providing to the Pension Board a statement signed by the Member or Spouse that he or she has been absent from Canada for more than two years and written evidence that the Canada Revenue Agency has confirmed the person's status as a "non-resident" of Canada for the purposes of the Income Tax Act.

(ii) If a Member who wishes to make an election in accordance with subparagraph (i) has a Spouse at the date of such an election, no payments will be made unless the Pension Board has received:

(A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of his or her entitlement under the Plan, waives that entitlement and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or

(B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.

(c) Shortened Life Expectancy

(i) Despite any other provision of this Plan, if a person who has a current entitlement to receive a benefit under the Plan, has an illness or disability that is certified by a medical practitioner to be terminal or likely to shorten the person's life considerably, that person may elect to:

(A) convert all or part of the balance of his or her Money Purchase Contribution Account or Variable Benefit Account, as the case may 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 equal to the balance of his or her Money Purchase Contribution Account or Variable Benefit Account, as the case may be, or any lesser amount that the person may select.

(ii) If a Member who wishes to make an election in accordance with subparagraph (i) has a Spouse at the date of such an election, no payments will be made unless the Pension Board has received:

(A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of his or her entitlement under the Plan, waives that entitlement, and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or

(B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.

(iii) After any payment pursuant to this paragraph (c), the Member will continue to participate in the Plan. On the Member's subsequent termination of Covered Employment, retirement or death, any payments made with respect to such Member will be reduced to reflect any payments made under this paragraph (c).

13.05 Designation of Beneficiary

(a) A Member's Beneficiary is:

(i) ~~has been absent from Canada for two or more years,~~ if he or she has a Spouse who has not waived his or her entitlement in accordance with this Plan text and the PBSA, the Spouse;

(ii) ~~has become a non-resident of Canada as determined for the purposes of the Income Tax Act, and~~ if he or she has no Spouse, or the Spouse has waived his or her entitlement in accordance with this Plan text and the PBSA, the person(s) designated by the Member or Retired Member; or

- (iii) ~~completes and files a Certificate of Non-Residency and spousal consent form, if the individual is a Member with a Spouse, with the Secretary of the Pension Board, if he or she has no Spouse, or the Spouse has waived his or her entitlement in accordance with this Plan text and the PBSA and the Member has not designed a beneficiary pursuant to subparagraph (a)(ii), or no beneficiary designated pursuant to subparagraph (a)(ii) survives the Member, the Member's estate.~~

~~the benefit payable from the Plan may be paid in a lump sum in full discharge of all obligations under the Plan.~~

~~If the Member has attained age 65 and completes and files a Declaration of Commutable Amount and spousal consent form, if the Member has a spouse, with the Secretary of the Pension Board, the balance in the Member's Money Purchase Contribution Account may be paid in a lump sum in full discharge of all obligations under the Plan.~~

- (b) A Beneficiary designation must be filed with the Pension Board in the Prescribed Form.
- (c) A Member who has made a designation in accordance with paragraph (a) may alter or revoke the designation by filing with the Pension Board such alteration or revocation 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 - ~~SECTION 15~~ - TRANSFERS

14.01 ~~15.01~~ - 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 ~~15.02~~ - Transfers into Variable Benefit Accounts

- (a) ~~(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) ~~(b)~~ Any such transfer must be permitted under the Income Tax Act and the ~~Pension Benefits Standards Act~~PBSA and the funds must ~~originate~~originate from an account registered in the name of the Member or former Member.

14.03 ~~15.03~~ - Transfers to or from Voluntary Contribution Accounts

- (a) ~~(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) ~~(b)~~ Any such transfer must be permitted under the Income Tax Act and the ~~Pension Benefits Standards Act~~PBSA and the funds must ~~originate~~originate from an account registered in the name of the Member or former Member.
- (c) ~~(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, or an ~~Insurance Company~~insurance company or other financial institution, of all or part of the funds in the Member's Voluntary Contribution Account. Transfers and payments made under this subsection shall take place at the end of the month next following the month of the Member's election.

[14.04](#) ~~15.04~~ 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 Voluntary Contribution Account.

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THIS IS THE AGREEMENT BETWEEN THE UNIVERSITY OF VICTORIA AND THE HERINAFTER NAMED TRUSTEES AS REVISED AND ADOPTED ON NOVEMBER 24, 2015.

THIS AGREEMENT made in duplicate the 2nd day of March, A.D. 1992.

BETWEEN:

UNIVERSITY OF VICTORIA, a body corporate, pursuant to the Statutes of British Columbia, 1963, Chap. 52

(hereinafter called "the University"),

OF THE FIRST PART,

AND:

J. TREVOR MATTHEWS

WILLIAM E. PFAFFENBERGER

ROBERT W. MCQUEEN

ALFRED FISCHER

MARTIN MURENBEELD

KENNETH G. STEWART

S. ROBERT RUDD

DONOVAN W.M. WATERS

(hereinafter called the "Trustees"),

OF THE SECOND PART.

WHEREAS certain employees of the University have requested the University to establish a pension plan, a true copy of which is attached hereto and marked Schedule "A", including, but not necessarily limited to, Assistant Teaching Professors and part-time and sessional members of the academic and administrative and academic professional staff of the University, which the University has agreed to do, upon the several terms and conditions hereinafter appearing; and WHEREAS under such Plan money will be paid to the Trustees (by way of contributions as in the said Plan more particularly set forth) which monies when received by the Trustees will constitute a pension trust fund to be held and administered for the benefit of the Members of the Plan, or their properly designated Beneficiaries.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto agree as follows:

NAME

- I. This Trust Agreement establishes the Pension Fund and the Plan, which terms are defined in clause II hereafter.

DEFINITIONS

- II. The following words or phrases shall be as defined herein unless the context clearly indicates otherwise.
- (1) "Amendment" - means a supplementation, deletion, modification or any other alteration of the Trust Deed or the Plan, as the case may be, other than the termination or the revocation of the said Deed or Plan.
 - (2) "Board of Governors" - means the Board of Governors of the University of Victoria.
 - (3) "Combination Plan" - means the University of Victoria Combination Pension Plan.
 - (4) "Combination Plan Pension Board" - means the Pension Board of the Combination Plan.
 - (5) "Contributing Member" - means a Member of the Plan who is currently employed by the University in an employee group eligible for membership in the Plan.
 - (6) "Earnings" – shall have the meaning set out in Section 1 of the Plan.
 - (7) "Income Tax Act" -means the Income Tax Act, Statutes of Canada and the Regulations thereunder, as amended or replaced from time to time.
 - (8) "Member" - means a person who is or who has been a contributor to the Plan and has not withdrawn from the Plan.
 - (9) "Member Trustee" - bears meaning as defined in subclause IV.(1) of this Trust Deed.
 - (10) "Pension Benefits Standards Act" - means the Pension Benefits Standards Act, Statutes of British Columbia and the Regulations thereunder, as amended or replaced from time to time.
 - (11) "Pension Board" - means the Trustees charged with the general administration and trusteeship of the Plan under the terms of the Trust Deed.
 - (12) "Pension Fund" - - means the fund established pursuant to the Trust Agreement to which all contributions under the Plan are made and from which benefits and other amounts payable under the Plan are to be paid.
 - (13) "Plan" - means the "University of Victoria Money Purchase Pension Plan" established under this Trust Agreement and documented in the Plan text set out in Schedule "A" hereto, as amended from time to time, which provides benefits to certain Assistant Teaching Professors, Part-time, Sessional, or Term members of the following groups: Faculty, Administrative and Academic Professional Staff, Librarians, Management Excluded and Executive Staff, Physicians, Sessional Lecturers, and Music Performance Instructors; but excluding those designated by

the Board of Governors as eligible for membership in the Combination or Staff Plans.

- (14) "Spouse" - shall have the meaning set out in Section 1 of the Plan.
- (15) "Staff Plan" - means the University of Victoria Staff Pension Plan.
- (16) "Trust" - means any obligation or duty created by the Trust Agreement and imposed upon the Trustees.
- (17) "Trust Agreement" - means the Trust Deed and the Plan, each as amended from time to time.
- (18) "Trust Deed" - means this trust instrument, as amended from time to time, but not including the Plan or any Amendment thereof.
- (19) "Trustee" - means a member of the Pension Board as such Board is from time to time constituted pursuant to the Trust Deed.
- (20) "University" - means the University of Victoria or the Board of Governors thereof, as the context requires.
- (21) "University Trustee" - bears meaning as defined in subclause IV.(1) of this Trust Deed.

Whenever the singular is used the same shall be construed as meaning the plural whenever the circumstances so require.

The Trust Deed is divided into clauses and subclauses and the Plan into sections and subsections.

FIRST TRUSTEES

III. The University hereby appoints the following eight Trustees:

- | | | |
|----|--------------------------|---------------------|
| 1. | J. TREVOR MATTHEWS | University Trustee; |
| 2. | ROBERT W. MCQUEEN | University Trustee; |
| 3. | MARTIN MURENBEELD | University Trustee; |
| 4. | S. ROBERT RUDD | University Trustee; |
| 5. | WILLIAM E. PFAFFENBERGER | Member Trustee; |
| 6. | ALFRED FISCHER | Member Trustee; |
| 7. | KENNETH G. STEWART | Member Trustee; |
| 8. | DONOVAN W.M. WATERS | Member Trustee; |

all of whom shall constitute the first Trustees of the Trust Agreement until successors to the Trusteeship are appointed in the manner following, and the said Trustees do hereby accept the trusts therein; and do each declare that they jointly and severally will hold, invest and have invested, distribute and administer the Pension Fund and administer the Plan in accordance with the terms of this Trust Deed and of the terms of the Plan; and do agree that they will further have each successor Trustee likewise declare that such Trustee will then hold, invest, and have invested, distribute and administer the Pension Fund and administer the Plan in accordance with the terms of this Trust Deed and the terms of the Plan.

APPOINTMENT, RESIGNATION, REMOVAL AND TERMS OF OFFICE OF TRUSTEES

- IV. (1) The Pension Board shall consist of eight Trustees appointed by the University. The eight persons appointed by the University as Trustees shall be the eight persons who hold office as trustees of the Pension Board of the Combination Plan. The four persons elected as member trustees to the Combination Plan Pension Board shall be called "Member Trustees" of the Pension Board, and the four persons appointed as University trustees to the Combination Plan Pension Board shall be called "University Trustees" of the Pension Board.
- (2) The eight Trustees shall hold office as trustees until such time as successor member trustees are elected or successor University trustees are appointed trustees to the Combination Plan Pension Board, at which time or times the University shall appoint these successors as the Member Trustees and University Trustees respectively to the Pension Board.
- (3) Anything to the contrary notwithstanding, should one or more vacancies occur in the Pension Board for any reason whatsoever, the remaining members of the Pension Board shall have the full power to act and carry out the duties and obligations of the Trust Agreement.

- V. A Trustee shall cease to act and shall be divested of any and all powers hereunder in the following instances:
- (1) if the Trustee resigns and upon the resignation being accepted by the remaining members of the Pension Board;
 - (2) if a successor Trustee is appointed;
 - (3) if a Trustee becomes of unsound mind;
 - (4) if by reason of illness or other cause the Trustee is unable properly to carry out the duties of trustee;
 - (5) if the Trustee becomes a bankrupt;
 - (6) if by unanimous vote of the remaining members of the Pension Board it is resolved that the Trustee is a person unfit to hold the office of trustee or that the Trustee has or is likely to bring the Pension Board, the Plan, the Trust Deed or the University into disrepute;
 - (7) if the Trustee fails to attend any meeting of the Pension Board during a period of three consecutive months.

- VI. (1) Upon ceasing to be a Trustee, the Trustee in question shall thereupon be discharged and released of all claims, demands and obligations arising hereunder or under the Plan, save and except for any liability or obligation for any debt or loss as a consequence of a wrongful act or omission, or negligence, on the part of the Trustee.
- (2) Each new Trustee, before assuming any duties or being vested with any rights or powers of Trusteeship hereunder, shall by instrument in writing confirm and declare that the Trustee accepts the Trusteeship and all obligations of the Trust Agreement, as if the Trustee had been an original appointee hereunder. All insurance companies, agencies and institutions and all persons connected with the administration of the Pension Fund and Plan shall be if necessary immediately notified.

MEETINGS AND PROCEDURES OF THE PENSION BOARD

- VII. (1) The first Trustees shall hold a meeting of the Pension Board upon their appointment and shall elect a Trustee as Chair. Subsequently and prior in each year to the mailing of annual statements to Members the Trustees shall hold an annual general meeting of the Pension Board and at such meeting they shall elect a Trustee who shall hold the office of Chair until the next annual general meeting.
- (2) Meetings of the Pension Board shall be held at regular intervals as determined from time to time by the Pension Board. A meeting of the Pension Board may be summoned by the Chair or by any two Trustees acting jointly upon seven days' notice to the Trustees. Notices may be effectively given if delivered to any Trustee or mailed by regular prepaid post to the Trustee at the Trustee's usual mailing address. The Trustees may waive regular notice of any meeting and convene at any time by unanimous consent.
- (3) At any duly constituted meeting of the Pension Board a quorum shall consist of four Trustees, of whom at least one shall be a University Trustee and at least one shall be a Member Trustee, all of whom shall be in office at the time such meeting is held. Any motion, moved at any duly constituted meeting of the Pension Board, at which a quorum is present, shall be decided by a majority vote. In the event of a tie vote occurring in the course of a meeting of the Pension Board, the motion before the Pension Board shall fail. A resolution signed by all Trustees shall be as effective and binding as if passed at a duly convened meeting of the Trustees.
- (4) The Trustees shall appoint a Secretary who shall keep minutes or records of all meetings, proceedings and acts of the Pension Board and such minutes need not be verbatim.
- (5) Without limiting the generality of the foregoing, and subject to the limitations of the terms of the Plan, the Pension Board shall from time to time establish rules for the conduct of its meetings, the performance of its functions and the administration of the Plan, and control the Plan's operations according to its terms and the terms of this Trust Deed, including the power:
- (a) to apply the provisions of the Plan in respect to policy as it relates to an individual according to the true intent and meaning of the Plan and to determine any questions arising in connection with the administration or operation thereof;
 - (b) to compute the amount of retirement benefit or other sum payable under the Plan to any person;
 - (c) to authorize and direct the disbursement of retirement benefits or other sums under the Plan; and
 - (d) to employ such counsel and agents and to obtain such clerical and medical and legal and actuarial services it may deem necessary or appropriate in carrying out the provisions of the Trust Deed and the Plan.

- (6) Decisions and determinations of the Pension Board, within its powers and not inconsistent with the provisions of the Trust Agreement, shall be binding and conclusive in relation to all interested persons.

ANNUAL MEETING OF MEMBERS

- VIII. The Trustees shall call and convene annually a general meeting of the Members of the Plan at least fifteen, but no more than sixty days, from the distribution of annual statements to Members. The Chair shall act as the chair of the said meeting. In the absence of the Chair a Trustee selected by the Trustees present shall act as chair of the meeting.

POWERS OF THE PENSION BOARD

- IX. (1) The Pension Board shall cause to be invested and re-invested all the principal and income of the Pension Fund without distinction between principal and income in such investments as the Pension Board shall from time to time in its discretion decide and which at the time of investment are not inconsistent with the investment requirements of the Income Tax Act and the Pension Benefits Standards Act.
- (2) The Pension Board shall have and is hereby vested with all and every power, right and authority to enable it to administer and invest the Pension Fund and carry out its obligations and rights under the Trust Agreement, including but without restricting the generality of the foregoing, full power to use and apply the Pension Fund for the following purposes:
- (a) To pay or provide for the payment of all reasonable and necessary expenses, costs and fees incurred by the Trustees in connection with the maintenance and administration of the Pension Fund, and the Plan, including the employment of such legal, actuarial and other expert assistance as the Pension Board in its discretion deems necessary or appropriate in the performance of its duties. PROVIDED however that no part of the Pension Fund shall be used for the personal expenses or compensation of the Trustees except when such expenses are incurred by a Trustee on the business of and approved by the Pension Board.
 - (b) To pay or provide for the payment of all real and personal property taxes, income taxes and other taxes and assessments of any and all kinds, levied or assessed under existing or future laws upon or in respect of the Pension Fund or any money or property forming a part thereof, and to withhold from payments out of the Pension Fund all taxes required by any law to be so withheld.
 - (c) To maintain a reserve for expected administration expenses reasonably anticipated to be incurred.
 - (d) To demand, collect and receive contributions for the purposes of the Plan, including the right to sue in any court of competent jurisdiction and to impose a reasonable penalty upon delinquency in payment of contributions, limited however to such sum as shall reimburse the Pension Fund for the amount of loss incurred by reason of such delinquency together with interest, costs and expenses.

RIGHTS TO THE PENSION FUND

- X. The following provisions shall apply to the rights or interests of any natural person, corporation, or other association in or to the use of the Pension Fund:
- (1) Neither the University, the Members, nor any other persons, any associations or corporations, shall have any right or interest in or to the Pension Fund or any part thereof, save as by this instrument and by the Plan expressly provided, nor shall any persons, associations or corporations have any right to demand payment of any portion of the Pension Fund, save as by the Trust Deed and by the Plan provided. PROVIDED however that nothing herein contained shall impair or derogate from the right of any Member or any person properly claiming by, through or under such Member, to the benefits or rights, specifically provided in the Trust Agreement.
 - (2) Notwithstanding anything contained in the Trust Agreement to the contrary, no part of the corpus or income of the Pension Fund shall be used or diverted to purposes other than for the exclusive benefit of the Members and other Beneficiaries, except as follows:
 - (a) costs and expenses directly attributable to the administration of the Plan and the Pension Board; or
 - (b) a contribution returned to the contributor where such return is required to avoid the revocation of the Plan under the Income Tax Act; or
 - (c) the execution of a matrimonial property order under the applicable provincial property law to settle the entitlements of a Member's Spouse or former Spouse.

ADMINISTRATION OF THE PENSION FUND

- XI. (1) The administration of the Pension Fund shall be vested wholly in the Pension Board, and for such administration the Pension Board shall, consistent with the purpose of the Pension Fund, have the power to make such arrangements and agreements with persons or corporations as the Pension Board in its sole and complete discretion deems most advantageous.
- (2) The Pension Board is to administer the Plan and in so doing is authorized to appoint from time to time such agents, or such employees of the Plan, as the Pension Board deems necessary to assist in the day-to-day handling of the management of the Pension Fund and administration of the Plan. The Pension Board may appoint or employ any such persons to carry out clerical or administration functions, but always under the direction of the Pension Board.
- (3) In addition to such other powers as are set forth herein or confirmed by law:
- (a) To sell, exchange, lease, convey, grant options or dispose of any property at any time forming a part of the Pension Fund, or the whole thereof, upon such terms as it may deem proper, and to effectuate and deliver any and all instruments of conveyance and transfer in connection therewith;
 - (b) To enter into any and all contracts and agreements, including insurance contracts with insurance companies, and trust or agency agreements with Trust Companies, for carrying out the terms of the Trust Agreement and for the administration of the Pension Fund, and to do all acts as it in its discretion may deem necessary or advisable, and such contracts, agreements and acts shall be conclusively binding upon the Members and all other Beneficiaries;
 - (c) To do all acts according to the true intent and purpose of the Trust Agreement whether or not expressly authorized herein which the Pension Board may deem necessary or proper for the protection of the Pension Fund, and thereto its judgment shall be final;
 - (d) To promulgate such rules and regulations as may in its discretion be deemed proper and necessary for the sound and efficient administration of the Pension Fund and the Plan, provided that such rules and regulations shall not be inconsistent with this Trust Deed or the Plan and which effectuate the provisions of the Plan;
 - (e) To keep true and accurate books of account and records of all transactions of the Pension Board; thereto, transactions involving the Pension Fund shall be open for the inspection of any Trustee at any time, and the said Pension Fund shall be audited at least annually by a qualified member in good standing of a recognized professional accounting association selected by the Pension Board;

- (f) To administer the Pension Fund and the Plan in conformity with the Trust Agreement, as from time to time amended, and in conformity with the Income Tax Act and the Pension Benefits Standards Act.
- (4) The Pension Fund shall be administered and pooled for investment purposes with the Pension Fund of the Combination Plan.

EXECUTION OF INSTRUMENTS

- XII. All cheques, drafts, vouchers or other withdrawals of money from the Pension Fund, and the transfer of any property or security of the Pension Fund, shall be executed or signed by such persons as the Pension Board may by general or specific resolution decide, and failing a resolution specifying the signatories, shall be signed by the Chair and the Secretary, or any two Trustees.

LIMITATION OF LIABILITY

XIII. The Trustees shall not be liable for any loss arising out of any error of judgment or any act or omission in the administration of the Pension Fund; nor shall they be personally liable for any liability or debt of the Pension Fund contracted by them in pursuance of the powers contained in the Trust Agreement, or for the non-fulfillment of any contract; nor shall they be liable for any application of any part of the Pension Fund, or for any liability arising in connection with the administration or the existence of the Pension Fund. PROVIDED however that nothing herein contained shall exempt the Trustees or any Trustee for any liability that would otherwise have been incurred by the Trustees or Trustee consequent upon a wrongful or negligent act or omission on the part of the Trustees or any Trustee.

The University shall not be liable for the failure of the Trustees to secure the benefits contemplated herein for any Member or any other beneficiary or for any default or neglect of the Trustees.

MISCELLANEOUS

- XIV. (1) No person, partnership, corporation or association dealing with the Trustees shall be obligated to see to the application of any funds or property of the Pension Fund or to see that the terms of the Trust Agreement have been complied with or be obliged to enquire into the necessity or expedience of any act of the Trustees.
- (2) The Trustees may seek judicial protection by any action or proceeding they may deem necessary to settle their accounts, and may obtain a judicial determination or declaratory judgment as to any question of construction of the Trust Agreement or direction as to any matter thereunder. Any such determination, declaration or direction shall be binding upon all parties to or claiming under the Trust Agreement.
- (3) The costs and expenses of any action, suit or proceeding brought by or against the Trustees or any of them (including counsel fees) shall be paid from the Pension Fund, except in relation to matters as to which it may be adjudged in such action, suit or proceeding that a Trustee or the Trustees were liable for a wrongful act or omission, or negligence in the performance of their duties hereunder.
- (4) Each person employed by the Trustees, as well as the Trustees themselves, who may be engaged from time to time in handling the monies of the Pension Fund shall be bonded by a duly authorized surety company for such sum as the Trustees from time to time shall determine. The cost of premiums for such bonds shall be paid out of the Pension Fund.
- (5) The Trustees may purchase for and on behalf of each Trustee liability insurance so as to provide a reasonable and adequate coverage in respect of the duties and obligations imposed upon the Trustee by the Trust Agreement. The cost of such premiums shall be paid out of the Pension Fund.
- (6) The fiscal year of the Pension Fund shall end on the 31st day of December in each year.
- (7) The Trustees, within one hundred and fifty days following the end of the fiscal year, shall account and issue a statement of the Pension Fund, a copy of which shall be sent to the Board of Governors.
- (8) As and when required by the Pension Benefits Standards Act, the Trustees shall send out statements to Members and any other individuals who are entitled to such information under the Pension Benefits Standards Act.

AMENDMENT AND TERMINATION

XV. (1) Amendment:

The Pension Board may, with the written consent of the Board of Governors, at any time and from time to time amend the Trust Agreement or either part thereof, PROVIDED that no such Amendment of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members and other Beneficiaries under the Plan. And PROVIDED further that no Amendment shall be made to increase a Member's contribution over the rates of 3% of Earnings up to the YMPE plus 5% of Earnings in excess of the YMPE provided for in the Plan without an affirmative vote of a majority of Members voting, upon thirty days' notice given for such purpose by mail, together with the specific consent of the University.

(2) Termination:

The Board of Governors, together with the affirmative vote of the majority of Members who vote, upon thirty days' notice first given by mail to each Member may thereupon terminate the Trust Agreement or either part thereof in such manner as may have been set forth in the thirty days' notice and such termination shall take effect upon written notice of the resolution of the Board of Governors and the said affirmative vote being given by the University to the Pension Board, PROVIDED that no such termination of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members and other Beneficiaries under the Trust Agreement. In the event of termination the Trustees shall:

- (a) Make provision out of the Pension Fund for the payment of expenses incurred up to the date of termination of the Trust Agreement and the expenses incident to such termination;
- (b) Pay to any insurance or trust company the balance, if any, of the assets of the Pension Fund remaining in the hands of the Trustees, which assets are due to said insurance or trust company under the provisions of the Trust Agreement;
- (c) Arrange for a final audit and report of their transactions and accounts for the purpose of terminating their trusteeship;
- (d) Make final determinations as to the amounts owing to the Members and all other Beneficiaries as required under the Plan that is in existence at the date of termination of the Trust Agreement; and
- (e) Pay and distribute according to the provisions of the Plan.

- (3) Upon termination of the Trust Agreement, the Board of Governors being fully satisfied that all matters relevant to the termination of the Plan have been done shall grant to the Trustees a release and discharge which shall be binding upon all or any person or persons having any interest under the Trust Agreement.

EFFECTIVE DATE AND COUNTERPARTS

XVI. This instrument, being the Trust Agreement, and an Amendment to the agreement and Schedule A thereto (the Plan) dated the second day of March, 1992, between the University and the Trustees,

- (1) shall have effect as of September 30, 2015; and
- (2) may be executed in one or more counterparts, each of which upon execution is to be deemed an original, and all such counterparts together with the true original shall constitute one and the same instrument.

IN WITNESS WHEREOF the University of Victoria has caused this instrument to be executed by its officers thereunto duly authorized and its seal to be hereunto affixed, and the Trustees have hereunto set their hands and seals, as of the day and year first above written.

SCHEDULE A

**UNIVERSITY OF VICTORIA
MONEY PURCHASE PENSION PLAN**

(amended and restated effective September 30, 2015)

CERTIFIED to be a true and complete copy of the text as at September 30, 2015.

Date: _____

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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 Member, employment for which contributions are being made to the Pension Fund on the Member’s behalf.

“**Earnings**” means:

- (a) the amount of regular compensation received by an employee from the University as defined by the Income Tax Act; and
- (b) the amount deemed to be Earnings for a Member
 - (i) on an Approved Leave of Absence who makes contributions pursuant to subparagraph 4.01(b)(i), shall be the amount set out in paragraph (a) that the Member earned immediately prior to his or her Approved Leave of Absence;
 - (ii) on a Sabbatical or Study Leave or Special Reduction of Appointment who makes contributions pursuant to subparagraph 4.01(b)(ii), shall be the amount set out in paragraph (a) that the Member would have earned if he or she did not have a Sabbatical or Study Leave or Special Reduction of Appointment;
 - (iii) on a Statutory Leave who makes contribution pursuant to subparagraph 4.01(b)(iii), shall be the amount set out in paragraph (a) that the Member earned immediately prior to his or her Approved Leave of Absence;
 - (iv) on a Temporary Reduction of Appointment who makes contributions pursuant to subparagraph 4.01(b)(iv), shall be the amount set out in paragraph (a) that the Member would have earned if he or she did not have a Temporary Reduction of Appointment; or
 - (v) on long-term disability who is covered under the University-sponsored long term disability plan and on whose behalf contributions are made to the Plan pursuant to paragraph 4.01(a), shall be the amount determined pursuant to the terms of the University sponsored long term disability plan,

provided that such deemed Earnings shall not exceed the amount of compensation that is prescribed for this purpose by the Income Tax Act.

“**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 Tax Act* (Canada) and the regulations prescribed thereunder, as amended or replaced from time to time.

“**Interest**” means the rate of interest calculated on the basis of the average of the yields of 5-year personal fixed term chartered bank deposit rates, determined by reference to the CANSIM Series V122515 compiled by Statistics Canada and available on the website maintained by the Bank of Canada, which average is determined in relation to the most recent period of that length for which the rates are available.

“**Investment Earnings**” mean net gains or losses attributable to the market performance of the assets of the relevant fund or account, during the relevant period less any investment and administration expenses payable from such fund or account pursuant to subsection 10.06.

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

“**Money Purchase Contribution Account**” means the account that is maintained for the Member to which is credited the Member's required contributions to the Plan together with the University's regular contributions made on behalf of the Member.

“**PBSA**” means the *Pension Benefits Standards Act* (British Columbia) and the regulations prescribed thereunder, as amended or replaced from time to time.

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

“**Pension Fund**” has the meaning set out in clause II of the Trust Agreement.

“**Plan**” means the University of Victoria Money Purchase Pension Plan, as constituted under the Trust Agreement and this plan text.

“**Prescribed Form**” means the form prescribed from time to time by the Pension Board.

“**Sabbatical or Study Leave**” means a period of absence from the University approved as such by the University.

“**Sessional Lecturer**” means an individual appointed by the University to a sessional lecturer or music performance instructor appointment pursuant to an appointment notice and who is designated as a "Sessional Lecturer" or "Music Performance Instructor" in such appointment notice.

“**Special Reduction of Appointment**” means a reduction in the number of hours worked in Covered Employment by a Member, other than a Temporary Reduction of Appointment, that is approved as such by the University.

"**Specified Beneficiary**" means an individual who meets the definition of a specified beneficiary for a particular year in relation to a money purchase provision of a registered pension plan as set out in the Income Tax Act.

"**Spouse**" means, in relation to another person, a person who at the relevant time:

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

but does not include a person who has been allocated a share of the Member's benefit under the Family Law Act unless a subsequent spousal relationship has been established.

"**Staff Plan**" means the University of Victoria Staff Pension Plan.

"**Statutory Leave**" means a leave of absence for which the *Employment Standards Act* (British Columbia) requires the University to continue to make contributions in respect of Member on such a leave, if the Member elects to continue to make his required contributions under the Plan.

"**Temporary Reduction of Appointment**" means a temporary reduction in the number of hours worked in Covered Employment by a Member that is approved as such by the University.

"**Trust Agreement**" has the meaning set out in clause II of the Trust Agreement.

"**Trustee**" has the meaning set out in clause II of the Trust Agreement.

"**University**" means the University of Victoria or the Board of Governors thereof, as the context requires.

"**Voluntary Contribution Account**" means the account that is maintained for each Member who is making or who has made additional voluntary contributions.

"**YMPE**" - means, in respect of a calendar year, the "year's maximum pensionable earnings" as defined under the Canada Pension Plan.

SECTION 2 - PENSION FUND: CREATION AND PURPOSE

- 2.01 The Pension Fund shall be established and maintained pursuant to the provisions of this Plan and of the Trust Agreement for the purpose of providing retirement, death and termination benefits for the Members and their Beneficiaries, and for no other purpose whatsoever, save and except administration and investment costs.
- 2.02 All contributions made to or under the provisions of this Plan shall be paid into the Pension Fund, and all disbursements with respect to benefits payable under the provisions of the Plan shall be made from the Pension Fund.
- 2.03 The Pension Fund shall comprise the entire assets of the Plan including those assets derived from contributions, together with all contracts (including dividends, interest, refunds or other sums payable to the Trustees on account of such contracts), all investments made and held by the Trustees, all income therefrom and any other property received and held by the Trustees.
- 2.04 The Trustees are hereby designated as the only persons to receive contributions to the Pension Fund, and the Trustees are vested with all legal right, title and interest in and to the Plan in order that the Trustees may discharge on behalf of the Members under the terms of the Trust Agreement any and all of the uses, purposes and duties set forth in the Trust Agreement.
- 2.05 The Plan was established effective January 1, 1991.
- 2.06 The Plan was amended and restated effective September 30, 2015. Except as otherwise provided herein, or as is necessary to give effect to the terms of this Plan, this Plan applies to Members who terminate, retire or die on or after September 30, 2015. Except as otherwise provided by law, the benefits of a Member who terminated, retired or died prior to September 30, 2015 must, subject to the foregoing exceptions, be determined by the terms of the Plan in force on the date the Member terminated, retired or died.

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 commenced receipt of pension benefits under paragraph 8.02(a) is re-employed by the University and would otherwise be eligible for membership in the Plan, he or she will continue to receive the pension benefits elected under paragraph 8.02(a) and will not be eligible to become a Member of the Plan.

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

(b) Contributions During Periods of Leave or Reduced Appointment

- (i) A Member on an Approved Leave of Absence may elect in the Prescribed Form to make the Member required contributions under paragraph (a) and the University contributions under subsection 5.01 in respect of his or her deemed Earnings during the leave.
- (ii) While a Member is on a Sabbatical or Study Leave or Special Reduction of Appointment, the Member will make the Member required contributions under paragraph (a) in respect of his or her deemed Earnings during the leave or reduction of appointment and the University will make contributions under subsection 5.01 in respect of his or her deemed Earnings during the leave or reduction of appointment.
- (iii) A Member on a Statutory Leave may elect in the Prescribed Form to make the Member required contributions under paragraph (a) in respect of his or her deemed Earnings during the leave, in which case the University must make the contributions under subsection 5.01 in respect of his or her deemed Earnings during the leave.
- (iv) While a Member is on a Temporary Reduction of Appointment, the Member will make the Member required contributions under paragraph (a) in respect of his or her actual Earnings during the Temporary Reduction of Appointment and the University will make contributions under subsection 5.01 in respect of his or her actual Earnings during the Temporary Reduction of Appointment, and the Member may elect in the Prescribed Form to make additional contributions in respect of the Member required contributions under paragraph (a) and the University contributions under subsection 5.01 on the basis of the difference between his or her actual Earnings and deemed Earnings during the Temporary Reduction of Appointment.

(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) Reduction of a Member's Contributions

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

(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 Leave, Statutory Leave, Special Reduction of Appointment or Temporary Reduction of Appointment, he or she cannot make any additional voluntary contributions in that calendar year.

(b) Voluntary Contribution Limit

Notwithstanding paragraph (a), a Member's voluntary contributions shall not exceed in any one year the maximum amount permitted under the Income Tax Act.

4.03 Member Receiving a Benefit

Contributions shall not be made by or on behalf of a Member while that Member is receiving a benefit from this Plan.

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 the Member's contributions in accordance with subsection 4.01.

On and after January 1, 1994 any reduction in the University's contribution to a Member's Money Purchase Contribution Account from that specified in subsection 5.01, in order to comply with the foregoing limit, shall be contributed to a supplemental benefit arrangement for the benefit of the Member.

No contribution shall be made by the University pursuant to subsection 5.01 unless it is an eligible contribution as defined by the Income Tax Act.

5.03 Pension Adjustment Limit

In no event shall the contributions paid in a year to the Member's Money Purchase Contribution Account and Voluntary Contribution Account, under subsections 4.01, 4.02 and 5.01, result in a Member's pension adjustment as defined by the Income Tax Act in excess of the limit for the year prescribed by the Income Tax Act.

5.04 Member Receiving a Benefit

The University shall not make contributions in respect of a Member who is receiving a benefit from this Plan.

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 DATES

7.01 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

A Member may elect to commence benefits on the first day of any month after the Member becomes eligible for benefits according to subsection 7.02. The date of commencement of retirement benefits is the Member's "Benefit Commencement Date".

7.04 Mandatory Commencement of Benefits

Notwithstanding any other provision of the Plan, the pension benefits to which an individual is entitled under the Plan will commence no later than the latest date allowed by the Income Tax Act.

7.05 Employment Past Normal Retirement Date

If a Member continues his or her Covered Employment after his or her Normal Retirement Date, required contributions shall continue to be made by the Member and the University until the earlier of the date Member retires and November 30th of the year in which the Member reaches the maximum age for which contributions are permitted under the Income Tax Act.

SECTION 8 - RETIREMENT BENEFITS

8.01 Balances Available for Retirement Benefits

The balances in a Member's Money Purchase Contribution Account, Voluntary Contribution Account, and Variable Benefit Account are available to provide a retirement benefit, provided that the Member is eligible under the terms of subsection 7.02.

8.02 Retirement Benefits Options

A Member may elect to apply the available balance described in subsection 8.01 to a combination of the options listed in paragraphs (a) and (b) below, subject to the approval of the Pension Board:

- (a) Options within the Plan - Variable Benefit Option for any Member whose balance is not less than twice the YMPE. This option allows the Member to retain the amount within the Plan. The amount is applied to provide the Member with a variable benefit, payable monthly from the Pension Fund, according to the requirements set out in the Income Tax Act and the PBSA. The total annual payment shall not be less than the minimum specified in the Income Tax Act nor greater than the maximum specified in the PBSA, and payments will begin not later than the latest date allowed by the Income Tax Act. With the approval of the Pension Board, a Member may elect to apply a portion of the balance remaining in the Member's Variable Benefit Account to another option, at which time the variable benefit payments will be recalculated. Payments will cease upon the effective date of the transfer of the entire remaining balance to another option, or upon the later of the end of the month in which the Member dies, or, if there is a Specified Beneficiary, the end of the month in which the Specified Beneficiary dies. Any balance remaining in the Member's account after the death of the Member and the death of the Specified Beneficiary, if any, will be paid as described in Section 10.

If required under the PBSA, a Member who has a Spouse on his or her Benefit Commencement Date and elects this option must provide the Pension Board with:

- (i) a consent in the Prescribed Form by the Member's Spouse that was signed by the Spouse, not more than 90 days before the Member's Benefit Commencement Date, in the presence of a witness and outside the presence of the Member; or
- (ii) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (b) Options external to the Plan include transfer of the amount 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 transfer must be on a locked-in basis for that portion of the Member's account contributed after December 31, 1992 plus the Investment Earnings on those contributions, but there is no lock-in requirement for

the balance in a Member's account at December 31, 1992 plus the Investment Earnings on that amount after that date.

8.03 Voluntary Contribution Account Benefit

If a Member becomes eligible for benefits under subsection 7.02, he or she may elect to apply the balance of his or her Voluntary Contribution Account as follows:

- (a) to be refunded to the Member as a lump sum, unless such payment is precluded by restrictions attached to the voluntary contributions;
- (b) to be transferred in accordance with any of the options available under paragraph 8.02(b);
- (c) if the Member elects to use his or her Money Purchase Contribution Account to provide a variable benefit under paragraph 8.02(a), to have the balance of his or her Voluntary Contribution Account transferred to the Member's Variable Benefit Account, provided that the combined balance of the Money Purchase Contribution Account and the Voluntary Contribution Account is not less than twice the YMPE;
- (d) if the Member does not elect to use his or her Money Purchase Contribution Account to provide a variable benefit under paragraph 8.02(a), but the balance of his or her Voluntary Contribution Account is not less than twice the YMPE, to have the balance of his or her Voluntary Contribution Account used to establish a Variable Benefit Account to provide variable benefits; or
- (e) to a combination of the above options as approved by the Pension Board.

8.04 Minimum Balances

Under the terms of subsection 8.02, a Member may use all or part of their account balances to establish a Variable Benefit Account, provided that the initial amount applied to this option is not less than twice the YMPE. If the Member subsequently elects to apply part of the balance in the Variable Benefit Account to another option, the remaining balance must not be less than twice the YMPE.

8.05 Default Option

A retiring Member, who fails to make an election under subsections 8.02 or 8.03 prior to, or within 90 days following, the Member's date of eligibility for a retirement benefit and who has not advised the Pension Board of a deferred Benefit Commencement Date, will be deemed to have elected to retain the Member's Money Purchase Contribution Account and the Member's Voluntary Contribution Account, if any.

A Member who has not made the required election before December 1st of the last calendar year that the Member is eligible to hold a retirement savings plan registered under the Income Tax Act 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 Member 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 Member, or to an account in trust for the Member with a financial institution selected by the Pension Board.

8.06 Termination of Membership

The payment of the entire amount of the balance of the Member's Money Purchase Contribution Account, Voluntary Contribution Account, and Variable Benefit Account to the company or companies selected by the Member for the purposes of paragraph 8.02(b), shall constitute a complete, final and binding discharge by the Pension Board of all obligations owed by the Plan to the Member. From the date of the payment of the amount(s), the Member shall for all purposes cease to be a Member of the Plan, and shall thereafter have no right or claim of any kind whatsoever against the Plan.

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-1993 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 voluntary contributions, transfers, and Investment Earnings and to which shall be debited lump sum payments and any transfers to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company or other financial institution.
- (c) A Variable Benefit Account for each Member who has elected a benefit under paragraph 8.02(a) to which shall be credited
 - (i) that proportion of the Member's Money Purchase Contribution Account balance on the Member's Benefit Commencement Date that the Member elected to be applied to benefits under paragraph 8.02(a), and

- (ii) that proportion of the Member's Voluntary Contribution Account balance on the Member's Benefit Commencement Date that the Member elected under subsection 8.03 to be applied to benefits under paragraph 8.02(a), and
 - (iii) Investment Earnings,
- and to which shall be debited
- (iv) the benefits paid under paragraph 8.02(a) including the portion provided from the Member's former Voluntary Contribution Account.

Separate sub-accounts will be maintained for amounts that are subject to lock-in restrictions.

9.03 Investment

- (a) The Pension Board shall hold and direct the investment of the Pension Fund in accordance with the requirements of the Income Tax Act and the PBSA.
- (b) The Pension Board shall have the power to invest funds from different classes of accounts in different investment vehicles as it deems appropriate.
- (c) The Pension Fund shall be administered and pooled for investment purposes with the Pension Fund of the Combination Plan.

9.04 Investment Earnings

- (a) The Pension Board shall arrange for a valuation of the assets of the Pension Fund to determine Investment Earnings at the end of each month.
- (b) In determining the Investment Earnings, the Pension Board shall have the power to allocate in an equitable and non-discriminatory manner between the foregoing accounts described in subsection 9.02:
 - (i) the net investment income;
 - (ii) the administrative and investment expenses incurred in the period since the previous allocation; and
 - (iii) the net increase or decrease in the value of the assets.
- (c) Investment Earnings shall be credited to each Member's Money Purchase Contribution Account, Voluntary Contribution Account and Variable Benefit Account based on the balance in each such account at the end of the previous month.

9.05 Interim Account Values

If a transfer or payment of a Member's Money Purchase Contribution Account, Voluntary Contribution Account and Variable Benefit Account must be made under the terms of the

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, if a Spouse waives his or her entitlement under this subsection 10.01, the Spouse is not entitled to receive any benefit by way of a lump sum payment as the Member's Beneficiary.

(d) Death Benefit Payable to Non-Spouse Beneficiary

If the Member does not have a Spouse at the date of death, or, if the Pension Board receives from the surviving Spouse a waiver pursuant to subparagraph 10.01(c)(i), the death benefit payable under paragraph (a) is payable in a lump sum to the Member's Beneficiary.

(e) Refund of Voluntary Contributions

If the person entitled to the death benefit is the Member's Spouse, the portion of the death benefit that is attributable to the Member's Voluntary Contribution Account is not subject to lock-in restrictions and may be paid in a lump sum unless such payment is precluded by restrictions attached to the voluntary contributions or transferred to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company or other financial institution.

10.02 Death After Member's Benefit Commencement Date

In the event of the death of a retired Member who had elected a benefit under paragraph 8.02(a), a death benefit is payable as described in subsection 10.01 as if references to the Money Purchase Contribution Account and Voluntary Contribution Account were replaced with the Variable Benefit Account. Upon the death of a surviving Spouse who is in receipt of benefits under paragraph 8.02(a), the balance remaining in the Variable Benefit Account is payable to the Spouse's designated beneficiary or if none to the estate of the Spouse.

10.03 Proof of Death

Payment arising or conditional upon the death of any Member or any other Beneficiary or upon the continued life of a Member or any other Beneficiary or upon the happening of any other event or contingency upon which a payment becomes payable shall be made only after receipt by the Pension Board of satisfactory proof of such death or from time to time of such continued life or the happening of such event or contingency, as the case may be.

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 elects an option other than one including paragraph (a) above will cease to be a Member and have no further entitlement under the Plan upon such transfer. A Member who fails to make an election of one of the above options within 90 days of receiving the statement required by the PBSA will be deemed to have elected the option in paragraph (a).

11.02 A transfer under paragraph 11.01(b) or (c) shall be in accordance with the requirements of the Income Tax Act and the PBSA.

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.

SECTION 13 - MISCELLANEOUS

13.01 Non-Alienation

Subject to the PBSA, any benefits which are provided under this Plan shall not be subject in any manner to anticipation, surrender, alienation, sale, transfer, assignment, pledge, encumbrance, charge or given as security and any attempt to anticipate, surrender, alienate, sell, transfer, assign, pledge, encumber, charge or give as security the same shall be void and non-enforceable against the Plan; and, subject to applicable laws, any such benefits shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person who shall be entitled to such benefits, nor shall they be subject to attachment, seizure, execution or legal process for or against such person.

13.02 Information Disclosure

Each Member and Beneficiary of a deceased Member entitled to benefits under the Plan shall be entitled to receive or request the statements, Plan documents and other information required to be provided or disclosed by the Pension Board in accordance with the PBSA.

13.03 Payments

- (a) If a person elects a lump sum payment or transfer from the Plan, the payment or transfer shall be made within 60 days after the person completes and files with the Secretary to the Pension Board, all documents required to authorize the payment or transfer, including evidence of entitlement. The payment of the entire amount of an individual's entitlement from the Plan shall constitute a complete, final and binding discharge by the Pension Board of all obligations owed by the Plan to an individual and the individual shall thereafter have no right of claim whatsoever against the Plan and, if the individual was a Member, the Member shall for all purposes cease to be a Member of the Plan.

If a payment is in excess of the maximum limit that can be transferred to another plan or to a retirement savings plan registered under the Income Tax Act, then the amount of that payment that is in excess of that maximum limit is exempt from any lock-in restrictions and must be paid in a lump sum.

- (b) Despite any other provision of this Plan, if under the Plan a lump sum cash payment may be payable to a person, and the Income Tax Act permits the entire amount of that cash lump sum to be transferred directly to a registered retirement savings plan, that lump sum payment may be transferred to a registered retirement savings plan at the option of the person to whom the lump sum is payable.

13.04 Permitted Unlocking

(a) Small Benefit

- (i) If the total payable from a Member's Money Purchase Contribution Account is less than 20% of the YMPE for the calendar year in which the Member terminated his or her Covered Employment, retired or died, or any subsequent

year in which the value of the Money Purchase Contribution Account is determined prior to the Member or Spouse's Benefit Commencement Date,

(A) the Member or surviving Spouse of the Member may elect to receive the value of the Money Purchase Contribution Account in a lump sum; and

(B) notwithstanding subparagraph (A), the Pension Board reserves the right to compel a Member or surviving Spouse of the Member to take the value of the Money Purchase Contribution Account in a lump sum.

(ii) If the value of a Member's Variable Benefit Account is less than 20% of the YMPE for the calendar year in which the value of his or her Variable Benefit Account is determined, the Member or surviving Spouse may elect to receive the value of his or her Variable Benefit Account in a lump sum.

(b) Non-Resident

(i) A Member whose Covered Employment has terminated pursuant to Section 11 or a Spouse entitled to a benefit under subsection 10.01 may elect to withdraw as a lump sum an amount equal to the balance of his or her Money Purchase Contribution Account on providing to the Pension Board a statement signed by the Member or Spouse that he or she has been absent from Canada for more than two years and written evidence that the Canada Revenue Agency has confirmed the person's status as a "non-resident" of Canada for the purposes of the Income Tax Act.

(ii) If a Member who wishes to make an election in accordance with subparagraph (i) has a Spouse at the date of such an election, no payments will be made unless the Pension Board has received:

(A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of his or her entitlement under the Plan, waives that entitlement and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or

(B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.

(c) Shortened Life Expectancy

(i) Despite any other provision of this Plan, if a person who has a current entitlement to receive a benefit under the Plan, has an illness or disability that is certified by a medical practitioner to be terminal or likely to shorten the person's life considerably, that person may elect to:

(A) convert all or part of the balance of his or her Money Purchase Contribution Account or Variable Benefit Account, as the case may

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 equal to the balance of his or her Money Purchase Contribution Account or Variable Benefit Account, as the case may be, or any lesser amount that the person may select.
- (ii) If a Member who wishes to make an election in accordance with subparagraph (i) has a Spouse at the date of such an election, no payments will be made unless the Pension Board has received:
 - (A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of his or her entitlement under the Plan, waives that entitlement, and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or
 - (B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (iii) After any payment pursuant to this paragraph (c), the Member will continue to participate in the Plan. On the Member's subsequent termination of Covered Employment, retirement or death, any payments made with respect to such Member will be reduced to reflect any payments made under this paragraph (c).

13.05 Designation of Beneficiary

- (a) A Member's Beneficiary is:
 - (i) if he or she has a Spouse who has not waived his or her entitlement in accordance with this Plan text and the PBSA, the Spouse;
 - (ii) if he or she has no Spouse, or the Spouse has waived his or her entitlement in accordance with this Plan text and the PBSA, the person(s) designated by the Member or Retired Member; or
 - (iii) if he or she has no Spouse, or the Spouse has waived his or her entitlement in accordance with this Plan text and the PBSA and the Member has not designed a beneficiary pursuant to subparagraph (a)(ii), or no beneficiary designated pursuant to subparagraph (a)(ii) survives the Member, the Member's estate.
- (b) A Beneficiary designation must be filed with the Pension Board in the Prescribed Form.
- (c) A Member who has made a designation in accordance with paragraph (a) may alter or revoke the designation by filing with the Pension Board such alteration or revocation

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, or an insurance company or other financial institution, of all or part of the funds in the Member's Voluntary Contribution Account. Transfers and payments made under this subsection shall take place at the end of the month next following the month of the Member's election.

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 Voluntary Contribution Account.



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

FOR DECISION

To: FINANCE COMMITTEE

From: Vice-President Finance and Operations

A handwritten signature in black ink, appearing to read 'G. Hill'.

cc: President and Vice-Chancellor

Meeting Date: November 24, 2015

Subject: University of Victoria Combination Pension Plan, Amendment No.35

Basis for Jurisdiction: Section XV of the Trust Agreement for the University of Victoria
Combination Pension Plan

Strategic Relevance:

One of the pillars of the strategic plan is that we will attract and retain a diverse group of exceptionally talented faculty and staff. Part of attracting and retaining faculty and staff is a strong benefits package. Pension is a critical part of any compensation package and as such good governance of the plans is critical. As well, this amendment is required in order to remain in compliance with statutory requirements under provincial law as described below.

Previous Consultation:

Governance and Communications Committee of the Pension Board for the University of Victoria
Combination Pension Plan
Pension Board for the University of Victoria Combination Pension Plan
University of Victoria management

Lawson Lundell LLP (external legal counsel)
Mercer (Canada) Ltd (Plan actuary)

Recommendation:

THAT the Finance Committee recommend to the Board of Governors that the Board of Governors approve the attached Amendment No. 35 to the University of Victoria Combination Pension Plan and that the attached restated Trust Agreement and Plan text, consolidating all amendments up to and including Amendment No. 35, be effective September 30, 2015.

Background:

On May 11, 2015, the British Columbia government released the new *Pension Benefits Standards Regulation* (PBSR) which details the implementation requirements under the new *Pension Benefits Standards Act* (PBSA). This was the first comprehensive review of the PBSA and PBSR since the original legislation came into force in 1993 and is therefore quite substantive.

The new legislation came into force on September 30th, 2015. Plan administrators were given until December 31, 2015 to amend plan texts to comply with the requirements of the new PBSA and PBSR, but the Plan must be (and has been) administered in accordance with the new PBSA and PBSR effective September 30, 2015.

The amendment to the Plan, referred to as “Amendment No. 35,” incorporates the changes required to comply with the new PBSA and PBSR as noted above and also includes:

- Moving definitions from the Trust Agreement to Schedule A (plan text) where the terms are actually used;
- Changes intended to add clarity and detail to better reflect current practice such as defining covered employment and deemed earnings, clarifying practice during leaves etc.;
- Amendment to allow Members who reduce their appointment below full time in their current position to remain in the Plan instead of moving to the Money Purchase Pension Plan; and
- housekeeping items such as removal of outdated references.

For ease of review of the changes, a summary of the amendment has been provided as Appendix A. This summary outlines the changes to each section and their associated impact, if any, on the administration of the Plan and/or Plan Members.

Under the Trust Agreement, the Pension Board is responsible for administration of the Plan and has the power to approve this amendment, subject to the written consent of the Board of Governors of the University of Victoria, as follows:

“The Pension Board may, with the written consent of the Board of Governors, at any time and from time to time amend the Trust Agreement or either part thereof, PROVIDED that no such Amendment of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members, joint annuitants and other Beneficiaries under the Plan. And PROVIDED further that no Amendment shall be made to increase a Member's contribution rates over those provided for in subsection 4.01 of the Plan without an affirmative vote of a majority of Members voting, upon thirty days' notice given for such purpose by mail, together with the specific consent of the University.”

As such, the Pension Board has reviewed and approved these amendments and is seeking Board of Governors “written consent.” In order to fulfil this obligation, particularly given the very tight timelines, the Pension Board hired outside legal counsel who are experts in pension law to assist in the development of the amendment. Draft documents from legal counsel were reviewed in detail by the Governance and Communication Committee of the Pension Board, the full Pension Board, and pension staff. The attached amendment was approved by the Pension Board at their regular monthly meeting on October 27th, 2015.

The amended and restated Plan document includes all amendments up to and including Amendment No. 35.

Attachment(s):

- **Appendix A:** Summary of Amendment No.35.
- **Appendix B:** Amendment No.35 (blackline)
- **Appendix C:** Amendment No.35 (restated plan document)

Planned Further Action:

- Regulatory filing of the amendment with the Superintendent of Pensions (BC) and Canada Revenue Agency by December 31, 2015.
- Notification to Plan Members in the 2015 annual statement packages.

Combination Pension Plan – Summary of Plan Amendments (Amendment #35)

Trust Agreement Clauses (subclauses)	New Provision(s)	Effect of amendment on administrative practice or plan member
Preamble	<ul style="list-style-type: none"> To reflect amendment date 	No change
I. Name	<ul style="list-style-type: none"> Housekeeping only to reflect changes to defined terms 	No change
II. Definitions	<ul style="list-style-type: none"> Housekeeping - moved defined terms that were only used in the plan text (Schedule A) to the plan text Housekeeping - removed unused definitions (eg: Balanced Fund, Legally Qualified Person, T-Bill Fund) and consolidated definitions for “Plan” and “Money Purchase Plan” 	No change
XIV. Miscellaneous	<ul style="list-style-type: none"> The PBSA/PBSR prescribes the timing for issuing statements for certain events (retirement, termination, death) and annually (for active members and pensioners). The prescribed timing differs for each type of statement. The amendment removes outdated timelines that only referenced annual statements and inserts reference to PBSA 	PBSA/PBSR now requires annual statements be issued to pensioners. The statements for variable benefit pensions (Life Income Type Benefits) must be issued within 30 days of year end. While issuing annual statements to pensioners is not new for Pension Services, the timing is advanced considerably.
XVI. Effective Date and Counterparts	<ul style="list-style-type: none"> To reflect amendment date 	No change

<u>Plan Text</u> <u>("Schedule A")</u> <u>Sections</u> <u>(subsections)</u>	New Provision(s)	Effect of amendment on administrative practice or plan member
Title page	<ul style="list-style-type: none"> To reflect amendment date 	No change
<ul style="list-style-type: none"> Definitions 	<ul style="list-style-type: none"> Housekeeping - moved defined terms that are only used in the plan text from the Trust Agreement to the plan text Housekeeping - added defined terms needed in both documents Housekeeping - added new defined terms to reflect actual practices. Revised definition of Beneficiary Revised definition of Credited Service to reflect actual practice (service is credited when contributions are made during a leave of absence or on full pay during a period of reduced pay). Revised definition of Earnings to reflect actual practices and clarify when it includes unearned pay (eg: when contributions are made during a leave of absence or when contributions are made on full pay during a period of reduced pay). Revised definition of Interest used for payments/transfers to reflect administrative practice and the provisions of PBSR Section 69. Revised definition of Investment Earnings to make it clear that investment and administration expenses are deducted from returns before they are distributed to accounts. Revised definition of Plan to consolidate the previous definitions of Combination Plan and Plan. Revised definition of Pension Fund to consolidate the previous definitions of Balanced Fund, Pension Fund and T-Bill Fund (outdated). Revised definition of Spouse to reflect new definition in PBSA. 	<p>No change, except to the interest rate applied to payments/transfers.</p> <p><i>NOTE: The definition of Investment Earnings requires consent of the superintendent.</i></p>
2. Pension Fund: Creation and Purpose 3.	<ul style="list-style-type: none"> Housekeeping, to comply with PBSA Sec 8(1) and PBSR Sec 13(5) 	No change
4. Eligibility for Membership	<ul style="list-style-type: none"> Revised 3.03 to reflect new practice of allowing members of the Combination Plan whose appointment is reduced, to stay in the Combination Plan. Added 3.05 to explicitly state that a re-employed pensioner is not eligible to re-contribute and to comply with PBSR Sec 14. 	No change, except for Combination Plan Members who reduce their appointment. They will no longer move to the Money Purchase Plan, unless they also change position.

<u>Plan Text</u> <u>("Schedule A")</u> <u>Sections</u> <u>(subsections)</u>	New Provision(s)	Effect of amendment on administrative practice or plan member
5. Member Contributions	<ul style="list-style-type: none"> • Housekeeping to reflect actual practice in respect of contributions made during a period of leave or reduced appointment. • Housekeeping to reflect actual practice of not permitting voluntary contributions through payroll deduction in a calendar year in which contributions have been made on unearned salary (deemed Earnings). This protects the Plan's status as a registered plan and contributes to operational efficiency, by avoiding the possibility of accepting contributions in excess of the Income Tax Act limit and complicated calculations of voluntary contribution room. Any unused contribution room is received by the Member in the following year as part of their "RRSP Contribution Room". 	No change
6. University Contributions	<ul style="list-style-type: none"> • Housekeeping to reflect actual practice in respect of contributions made during a period of leave or reduced appointment. • Section 5.04 was revised on the recommendation of the plan actuary and to reflect that under the PBSA Sec 44 and PBSR Sec 52, a Funding Policy is now required; the policy will replace what was removed from 5.04, and will be more detailed. 	No significant change, other than to refer to the new Funding Policy and provide for funding to be in accordance with that policy and legislation.
7. Written Notice	<ul style="list-style-type: none"> • Housekeeping 	No change
8. Retirement and Benefit Commencement Dates	<ul style="list-style-type: none"> • Housekeeping in 7.01 to more explicitly comply with PBSA Sec 64(1) • Housekeeping in 7.02 to recognize that not all employment with the University is "covered employment" • Added 7.05 to comply with PBSA Sec 66(1) and to reflect actual practice 	No change
9. Retirement Benefits	<ul style="list-style-type: none"> • Added text to 8.02(a)(ii) to reflect the requirement for spousal consent for a variable benefit and to comply with PBSR Sec 74(3). • Revised 8.03 (options at retirement for voluntary accounts) to reflect the Pension Board decision to cease offering an internal variable annuity option for voluntary and to clarify that the variable benefit option is only available if the member selects it with their regular account or if at least twice the YMPE is applied to that option. Members may still purchase an annuity outside the Plan. • Changes to 8.08 and 8.09 are consequential to changes in 11. Death Benefits (see below). • Other housekeeping changes 	Change in options for voluntary funds to allocate resources to areas of higher demand and that benefit a greater number of Members and to improve administrative efficiency.
Plan Text	New Provision(s)	Effect of amendment on administrative

("Schedule A") Sections (subsections)		practice or plan member
10. Forms of Retirement Benefit	<ul style="list-style-type: none"> Housekeeping and to comply with PBSA Sec 80. 	No change
11. Fund Allocation and Administration	<ul style="list-style-type: none"> Housekeeping and to reflect actual practice and comply with PBSA Sec 8(1) and 33. 	No change <i>NOTE: The methodology used to allocate returns requires the consent of the superintendent under PBSR Sec 69.</i>
12. Death Benefits	<ul style="list-style-type: none"> Housekeeping and to comply with PBSA Sec 79 and PBSR Sec 48 and 84 Under PBSA Sec 79, the surviving spouse of a Member who dies before commencing a benefit, is entitled to 100% of the Member's entitlement, instead of 60%. This means that a surviving spouse is not eligible for a defined benefit supplement if the spouse chooses an internal variable annuity and the annuity is less than the defined benefit minimum. The defined benefit minimum for the spouse is the actuarial equivalent of the defined benefit minimum for the Member. 	Change in options for the surviving spouse of a Member who dies before commencing a benefit.
13. Termination of Covered Employment	<ul style="list-style-type: none"> Housekeeping and to comply with PBSA Sec 84 and PBSR Sec 84 	No change
14. Plan Amendment and Termination	<ul style="list-style-type: none"> Section 13 was formerly Non Alienation of Benefits and included provisions for dividing a pension under court orders or separation agreements; these provisions are now under Section 14 Miscellaneous. Revised Plan termination provisions to comply with PBSA Sec 85, 106, 107 and PBSR Sec 84 and 135; more specifically, to remove priority scheme and replace it with the requirement that the University fund any shortfall, and that if assets remain insufficient to provide for required defined benefits, assets shall be allocated and distributed in accordance with PBSR. 	Change as required by PBSA and PBSR.

Plan Text ("Schedule A") Sections (subsections)	New Provision(s)	Effect of amendment on administrative practice or plan member
15. Miscellaneous	<ul style="list-style-type: none"> • Added 14.01, Non Alienation, with wording revised to comply with PBSA Sec 70 (this was formerly in Section 13) • Revised 14.02 to reflect new disclosure requirements. • Revised unlocking provisions to comply with PBSA Sec 69 and as permitted under Sec 89(2) • Revised 14.05 to reflect provisions of PBSA and <i>Wills Estates and Succession Act</i>. • Added 14.06 (division of a pension on marriage breakdown) but simplified from what was formerly in Section 13 • Added 14.07 to comply with PBSA Sec 82 	<p>The most substantive changes are the addition of unlocking provisions for shortened life expectancy as required under PBSA; an enabling provision to give the Pension Board discretion to pay out small benefits in a lump sum; and to set out ancillary benefits. Consent from the Superintendent of Pensions will be required for ancillary benefits that are granted on factors unrelated to age or service.</p> <p>A more subtle change is to the small benefit threshold, as prescribed by PBSR. The threshold is no longer tied to the year the member terminated employment, so increases over time.</p>
16. Transfers	<ul style="list-style-type: none"> • Housekeeping to clarify actual practice and as permitted by PBSA Sec 87(2). 	<p>Previously, members who changed membership from one UVic pension plan to another, were precluded from commencing a benefit until they terminated all UVic employment that provided pension coverage.</p> <p>Under new rules, only portability (lump sums) may be deferred. Members who are at least age 55, must be permitted to start a pension, even if they are still actively participating in another UVic plan.</p>

Amendment #35
University of Victoria Combination Pension Plan

Effective 30 September 2015, amend the Trust Agreement and Schedule A to the Trust Agreement (the Plan text) as indicated in the attached documents, with insertions underlined and deletions struck through.

BLACKLINE

(Orig to

THIS IS THE AGREEMENT BETWEEN THE UNIVERSITY OF VICTORIA AND THE HEREAFTER NAMED TRUSTEES AS REVISED AND ADOPTED ON ~~26~~ NOVEMBER ~~2013~~24, 2015.

THIS AGREEMENT made in duplicate the 21st day of May, A.D. 1968,

BETWEEN:

UNIVERSITY OF VICTORIA, a body corporate, pursuant to the Statutes of British Columbia, 1963, Chap. 52

(hereinafter called "the University"),

OF THE FIRST PART,

AND:

JEAN K. PETRIE

GEORGE A. BRAND

STEPHEN A. JENNINGS

DONALD E. LOBB

J. TREVOR MATTHEWS

NEIL A. SWAINSON

ROBERT W. MCQUEEN

T. RENNIE WARBURTON

(hereinafter called "the Trustees"),

OF THE SECOND PART.

WHEREAS certain employees of the University have requested the University to establish a pension plan a true copy of which is attached hereto and marked Schedule "A", including, but not necessarily limited to, regular full-time members of the academic and administrative and academic professional staff of the University, which the University has agreed to do, upon the several terms and conditions hereinafter appearing; and

WHEREAS under such Plan money will be paid to the Trustees (by way of contributions as in the said Plan more particularly set forth) which monies when received by the Trustees will constitute a pension trust fund to be held and administered for the benefit of the Members of the Plan or their properly designated Beneficiaries.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto agree as follows:

NAME

- I. This Trust Agreement ~~is known as~~establishes the "Combination Pension Fund and the Plan", which ~~term is~~terms are defined in ~~subclause~~clause II.~~(8)~~ hereafter.

DEFINITIONS

II. The following words or phrases shall be as defined herein unless the context clearly indicates otherwise.

- (1) ~~(4)~~ "Actuary" - means a person who is a Fellow of the Canadian Institute of Actuaries.
- ~~(2) "Actuarial Equivalent" means a benefit of equivalent value when computed at the rate of interest and on the basis of the mortality or other tables which may from time to time be adopted by the Pension Board.~~
- (2) ~~(3)~~ "Amendment" - means a supplementation, deletion, modification or any other alteration of the Trust Deed or the Plan, as the case may be, other than the termination or the revocation of the said Deed or Plan.
- ~~(4) "Average YMPE" means, in respect of a year, the arithmetical average of the YMPE for the year and for the two immediately preceding years.~~
- ~~(5) "Balanced Fund" means that part of the Pension Fund of which the assets are subject to allocation decisions as to classes of assets such as equities, debt securities and cash.~~
- ~~(6) "Beneficiary" means, for the purposes of Section 11 of the Plan, a natural person, a corporation, a trust or a partnership, and includes persons taking jointly or as tenants in common.~~
- ~~(7) "Board of Governors" means the Board of Governors of the University of Victoria.~~
- ~~(8) "Combination Plan" means the University of Victoria Combination Pension Plan for regular full time Faculty and Administrative and Academic Professional Staff, Librarians, Management Excluded and Executive Staff, and Physicians appointed by the Board of Governors, but excluding those designated by the Board of Governors as eligible for membership in the Money Purchase or Staff Plans.~~
- ~~(9) "Combined Contribution Account" means the account that is maintained for the Member to which is credited the Member's required contributions to the Plan together with the University's contributions made on behalf of the Member. Within such account there is a "Post 1992 Contribution Sub Account" maintained for the Member to which is credited the Member's required contributions to the Plan made in respect of Earnings on and after January 1, 1993 together with the University's regular contributions under subsection 5.01 of the Plan and any amount that may be contributed under subsection 5.02 of the Plan on and after January 1, 1993.~~

- (10) ~~"Commuted Value" — means, in relation to benefits that a person has a present or future entitlement to receive, a lump sum amount which is the actuarial present value of those benefits computed at the rate of interest and using the actuarial tables adopted by the Pension Board on the recommendation of the Actuary and in accordance with the Income Tax Act and the Pension Benefits Standards Act.~~
- (11) ~~"Consumer Price Index" — means the Canada all items Consumer Price Index as published by Statistics Canada.~~
- (12) ~~"Continuous Service" — means a Member's uninterrupted period of employment with Victoria College or the University as a member of an employee group eligible for membership in the Combination Plan since his or her last date of hire, including any period of approved leave of absence, not exceeding 2 years at any one time.~~
- (13) ~~"Credited Service" — means:~~
- ~~(a) the years and completed months of Continuous Service as a Member of the Plan (and any Prior Plan) during which required contributions were made to the Plan in accordance with Sections 4 and 5 of the Plan or in accordance with the provisions of any Prior Plan; and~~
 - ~~(b) the period of an approved leave of absence, not exceeding 2 years at any one time, where the Member's required contributions and the University contributions (whether paid by the University or some other source) are paid to the Plan and are based upon the Earnings which the Member would have received had the Member not taken the leave of absence; and~~
 - ~~(c) any additional credited service accrued under the Staff Plan as determined in accordance with subsection 16.02 of the Plan; and~~
 - ~~(d) any additional credited service under a former employer's pension plan as determined in accordance with subsection 16.03 or subsection 16.04 of the Plan;~~

~~provided that in respect of periods of absence after December 31, 1990, the aggregate of Credited Service granted under (b) above is limited to a maximum full time equivalent of 5 years, plus an additional 3 years credited in respect of absences that occur within the 12 month period which commences at the time of the birth or adoption of a child of the Member.~~

~~Credited Service does not include service covered by the Money Purchase Plan.~~

~~(14) "Earnings" means the amount of regular compensation received by an employee from the University as defined by the Income Tax Act, plus, with respect to periods of Credited Service during which a Member does not actually receive or receives reduced remuneration from the University, an amount deemed to be received based on the rate of Earnings the Member was receiving immediately preceding that period. However, deemed Earnings shall not exceed the amount of compensation that is prescribed for this purpose by the Income Tax Act.~~

~~(15) "Family Relations Act" means the Family Relations Act, Statutes of British Columbia, and the Regulations thereunder, as amended or replaced from time to time.~~

~~(16) "Final Average Earnings" means the average of a Member's Earnings during the 60 consecutive months of Credited Service preceding the Member's retirement, death or termination of employment in which the highest average is attained, or, in the case of a period of approved leave of absence, the Earnings which the Member is deemed to have received in accordance with subclause II.(13)(b).~~

~~In the case of Members who have not completed 60 months of Credited Service, their Final Average Earnings shall be based on the average of their Earnings during the months of their Credited Service.~~

(3) "Board of Governors" - means the Board of Governors of the University of Victoria.

(4) "Credited Service" – shall have the meaning set out in Section 1 of the Plan.

(5) ~~(17)~~ "Income Tax Act" -means the Income Tax Act, Statutes of Canada and the Regulations thereunder, as amended or replaced from time to time.

(6) ~~(18)~~ "Insurance Company" - means an insurance company licensed to transact business in Canada and authorized to carry on an annuities business in Canada and with which any amount of the Pension Fund may be deposited, or to which any amount of the said Pension Fund may be transferred in order to fund benefits under the Plan.

~~(19) "Interest" means:~~

~~(a) interest on a Member's contribution account or accounts compounded monthly and calculated at the end of the month on the balance of the Member's contribution account or accounts at the beginning of the month at a rate which is reasonably attributable to the operation of the Pension Fund; or~~

~~(b) interest on lump sum payments out of the Pension Fund calculated from the date at which a determination is required to the end of the~~

~~month prior to the month of payment at a rate which is reasonably attributable to the operation of the Pension Fund.~~

- (20) ~~“Investment Earnings” mean net gains or losses attributable to the market performance of the assets of the relevant fund or account.~~
- (21) ~~“Legally Qualified Person” means a barrister or solicitor, an attorney at law, an advocate or notary, qualified to practice and being in practice in the legal jurisdiction whose law is the concern of the Pension Board.~~
- (7) ~~(22)~~ “Member” - means a person who is a contributor to the Plan or who has been a contributor to the Plan and has not withdrawn from the Plan or who has been a contributor to the Plan and who is receiving benefits from the Plan.
- (8) ~~(23)~~ “Member Trustee” - bears meaning as defined in subclause IV.(1) of this Trust Deed.
- (9) ~~(24)~~ “Money Purchase Plan” - means the University of Victoria Money Purchase Pension Plan.
- (10) ~~(25)~~ “Pension Benefits Standards Act” - means the Pension Benefits Standards Act, Statutes of British Columbia and the Regulations thereunder, as amended or replaced from time to time.
- (11) ~~(26)~~ “Pension Board” - means the Trustees charged with the general administration and trusteeship of the Plan under the terms of the Trust Deed.
- (12) ~~(27)~~ “Pension Fund” - means the fund established pursuant to the Trust Agreement to which ~~fund~~ all contributions under the Plan are made and from which ~~fund~~ benefits and other amounts payable under the Plan are to be paid; ~~the fund is comprised of the “Balanced Fund,” the “T-Bill Fund” and such other Funds as the Pension Board may establish.~~
- (13) ~~(28)~~ “Plan” - means the ~~pension plan set out in Schedule A, as amended from time to time, but not including the Trust Deed or any Amendment thereof;~~ “University of Victoria Combination Pension Plan” established under this Trust Agreement and documented in the Plan text set out in Schedule “A” hereto, as amended from time to time, which provides benefits to certain regular full-time Faculty and Administrative and Academic Professional Staff, Librarians, Management Excluded and Executive Staff, and Physicians appointed by the Board of Governors, but excluding those designated by the Board of Governors as eligible for membership in the Money Purchase or Staff Plans.
- ~~(29) “Plan Year” as of January 1, 1986, means the 12 month period from January 1 to the succeeding December 31 during the continuance of the Plan. The first day of the first plan year was July 1, 1968, and the change to a~~

December 31 year end was achieved by reporting for the six months ended December 31, 1985.

~~(30) "Prior Pension Plans" means all pension plans in effect at the University of Victoria on June 30, 1968.~~

~~(31) "Retired Member" means a Member of the Plan who has retired and who is receiving benefits directly from the Plan.~~

~~(32) "Retirement Date" means the day the Member elects to retire pursuant to Section 6 of the Plan.~~

~~(33) "Specified Beneficiary" means an individual who meets the definition of a Specified Beneficiary for a particular year in relation to a money purchase provision of a registered pension plan as set out in the Income Tax Act. The Specified Beneficiary must be the Spouse of a Member who deceased prior to the beginning of the year and the Member or the Member's legal representative must have provided the Plan administrator with a written designation of the Specified Beneficiary before the beginning of the year.~~

~~(34) "Spouse" for the purposes of Sections 8, 11 and 14 means, in relation to a Member:~~

~~(a) a person who at the relevant time was married to the Member and not living separate and apart from the Member for the two year period immediately preceding the relevant time; or~~

~~(b) if there is no person to whom subclause (a) applies,~~

~~(i) a person who at the relevant time lived with that other person as husband and wife for the two year period immediate preceding the relevant time, or~~

~~(ii) a person of the same gender who at the relevant time lived in a marriage like relationship with the Member for the two year period immediately preceding the relevant time,~~

~~but does not include a person who has been allocated a share of the Member's benefit under Section 13.02 unless a subsequent spousal relationship has been established.~~

(14) "Spouse" - shall have the meaning set out in Section 1 of the Plan.

(15) (35) "Staff Plan" - means the University of Victoria Staff Pension Plan.

~~(36) "T Bill Fund" means that part of the Pension Fund of which the assets are limited to Government of Canada Treasury Bills.~~

- (16) (37) "Trust" - means any obligation or duty created by the Trust Agreement and imposed upon the Trustees.
- (17) (38) "Trust Agreement" - means the Trust Deed and the Plan, each as amended from time to time.
- (18) (39) "Trust Company" - means any trust company with which any amount of the Pension Fund may be deposited or to which any amount of the Pension Fund may be transferred under an agency agreement.
- (19) (40) "Trust Deed" - means this trust instrument, as amended from time to time, but not including the Plan or any Amendment thereof.
- (20) (41) "Trustee" - means a member of the Pension Board as such Board is from time to time constituted pursuant to the Trust Deed.
- (21) (42) "University" - means the University of Victoria or the Board of Governors thereof, as the context requires.
- (22) (43) "University Trustee" - bears meaning as defined in subclause IV.(1) of this Trust Deed.
- ~~(44) "Voluntary Contribution Account"—means the account that is maintained for each Member who is making or who has made additional voluntary contributions.~~(45) "YMPE"—means, in respect of any Plan Year, on and after January 1, 1966, the Year's Maximum Pensionable Earnings as defined under the Canada Pension Plan.

Whenever the singular is used the same shall be construed as meaning the plural whenever the circumstances so require.

The Trust Deed is divided into clauses and subclauses and the Plan into sections and subsections.

References to contributions and contribution limits expressed on a monthly (1/12 of annual) basis shall be construed as meaning the appropriate equivalent amounts in the event that the payroll cycle is changed from monthly to some other period.

FIRST TRUSTEES

III. The University hereby appoints the following eight Trustees:

1. JEAN K. PETRIE - Member of the Board of Governors;
2. STEPHEN A. JENNINGS - Nominee of the Board of Governors;
3. J. TREVOR MATTHEWS - Nominee of the Board of Governors;
4. ROBERT W. MCQUEEN - Nominee of the Board of Governors;
5. GEORGE A. BRAND - Nominee of the Executive of the Faculty Association;
6. DONALD E. LOBB - Nominee of the Executive of the Faculty Association;
7. NEIL A. SWAINSON - Nominee of the Executive of the Faculty Association;
8. T. RENNIE WARBURTON - Nominee of the Executive of the Faculty Association;

all of whom shall constitute the first Trustees of the Trust Agreement until successors to the Trusteeship are appointed in the manner following, and the said Trustees do hereby accept the trusts therein; and do each declare that they jointly and severally will hold, invest and have invested, distribute and administer the Pension Fund and administer the Plan in accordance with the terms of this Trust Deed and of the terms of the Plan; and do agree that they will further have each successor Trustee likewise declare that such Trustee will then hold, invest, and have invested, distribute and administer the Pension Fund and administer the Plan in accordance with the terms of this Trust Deed and the terms of the Plan.

APPOINTMENT, RESIGNATION, REMOVAL AND TERMS OF OFFICE OF TRUSTEES

IV. (1) The Pension Board shall consist of eight Trustees, four of whom shall be appointed by the Board of Governors of the University (hereinafter called "University Trustees") and four of whom shall be elected by and from the Members of the Plan (hereinafter called "Member Trustees").

~~(2)~~ (2) Generally, not more than two of the four University Trustees shall be persons who are Members of the Plan. The Board of Governors of the University may, from time to time if circumstances warrant it, appoint as University Trustees more than two persons who are Members of the Plan. University Trustees shall be appointed or reappointed for terms not exceeding three years unless they are appointed Trustees by virtue of the University office they hold, in which case they shall hold office as Trustees at the pleasure of the Board of Governors.

(3) The Board of Governors of the University shall at any time by instrument in writing addressed to the particular University Trustee and to the Pension Board, have power to remove such University Trustee and appoint a new Trustee in such Trustee's place and stead. Such new Trustee shall have all the powers, authorities and discretions and may in all respects act as if the Trustee had been originally appointed a Trustee hereunder.

(4) Member Trustees shall be elected for periods of no more than three years from the first day of January, in such a manner that ordinarily the terms of no more than two Member Trustees expire each year. PROVIDED however that in each case the Trusteeship of the Member Trustees may be sooner terminated as hereinafter more particularly set forth.

(5) Anything to the contrary notwithstanding, should one or more vacancies occur in the Pension Board for any reason whatsoever, the remaining members of the Pension Board shall have the full power to act and carry out the duties and obligations of the Trust Agreement.

- V. A Trustee shall cease to act and shall be divested of any and all powers hereunder in the following instances:
- (1) If the Trustee resigns and upon the resignation being accepted by the remaining members of the Pension Board;
 - (2) If the term of office of the Trustee expires, and upon a successor Trustee being appointed;
 - (3) If a Trustee becomes of unsound mind;
 - (4) If by reason of illness or other cause the Trustee is unable properly to carry out the duties of trustee;
 - (5) If the Trustee becomes a bankrupt;
 - (6) If by unanimous vote of the remaining members of the Pension Board it is resolved that the Trustee is a person unfit to hold the office of trustee or that the Trustee has or is likely to bring the Pension Board, the Plan, the Trust Deed or the University into disrepute;
 - (7) If the Trustee fails to attend any meeting of the Pension Board during a period of three consecutive months.

VI. (1) University Trustees:

Any vacancy occurring in the University Trustees shall be filled by the University Board of Governors within sixty days of such vacancy occurring.

(2) Member Trustees:

- (a) Any vacancy occurring in the Member Trustees shall be filled at any special or regular election of the Members;
- (b) All Members are eligible to vote for the election of a Member Trustee and the list of such Members eligible to vote shall be as certified by the Secretary of the Pension Board whose decision shall be final;
- (c) The following provisions shall apply in respect to the election of Member Trustees:
 - (i) The Secretary of the Pension Board shall determine the date upon which an election shall be held and give due notice thereof;
 - (ii) No person shall be eligible for election as a Member Trustee unless that person is a Member of the Plan and unless a nomination in writing proposed by two Members of the Plan and accompanied by the written consent of the nominee, has been filed with the Secretary at least forty days before such election;
 - (iii) At least thirty-five days prior to an election the Secretary of the Pension Board, in consultation with the University Secretary, shall mail to each Member eligible to vote a ballot paper containing thereon in alphabetical order the names of all Members duly nominated together with a plain envelope;
 - (iv) Any Member eligible to vote shall vote by placing the Member's ballot paper, sealed in a plain envelope, and by delivering or posting the same to the University Secretary in an envelope addressed to the University Secretary;
 - (v) The ballots shall be counted by at least three members of the Pension Office staff. The Secretary of the Pension Board will normally invite the Faculty Association and/or the Professional Employees' Association to nominate an additional scrutineer.

- (vi) The Pension Board may prescribe such forms, rules and regulations for the conduct of such election as it deems necessary from time to time;
 - (vii) All costs of holding any election as aforesaid shall be a charge against the Pension Fund;
 - (viii) The election of any Member Trustee shall be authenticated, confirmed and certified by the remaining Trustees. The Pension Board may, but shall not be bound to, enquire into or adjudicate upon the propriety or procedure followed in any election. The Pension Board may, in its discretion, refuse to confirm the appointment of a new Member Trustee whose election is in dispute, or who in the opinion of the remaining members of the Pension Board has been improperly elected, and until a new Member Trustee has been confirmed by the remaining members of the Pension Board he or she shall not be empowered to act as a member of the Pension Board.
- (d) Any vacancy occurring during a term of office of a Member Trustee shall be filled within sixty days from the date of such vacancy occurring by the appointment of a Member of the Plan by the Pension Board and such appointee shall hold the position of a Member Trustee until a successor has been confirmed pursuant to subclause (c)(vii) herein;
 - (e) Upon simultaneous vacancies occurring during a term of office of all four Member Trustees, then the remaining Trustees shall constitute a quorum to decide only urgent and immediate matters and to call for and have a special election as soon as may be practicable to fill all Member Trustee vacancies;
 - (f) Upon ceasing to be a Trustee, the Trustee in question shall thereupon be discharged and released of all claims, demands and obligations arising hereunder or under the Plan, save and except for any liability or obligation for any debt or loss as a consequence of a wrongful act or omission, or negligence, on the part of the Trustee;
 - (g) Each new Trustee, before assuming any duties or being vested with any rights or powers of Trusteeship hereunder, shall by instrument in writing confirm and declare that the Trustee accepts the Trusteeship and all obligations of the Trust Agreement, as if the Trustee had been an original appointee hereunder. All Insurance Companies, agencies and institutions and all persons connected

with the administration of the Pension Fund and Plan shall be if necessary immediately notified.

MEETINGS AND PROCEDURES OF THE PENSION BOARD

- VII. (1) The first Trustees shall hold a meeting of the Pension Board upon their appointment and shall elect a Trustee as Chair. Subsequently and prior in each year to the mailing of annual statements to Members the Trustees shall hold an annual general meeting of the Pension Board and at such meeting they shall elect a Trustee who shall hold the office of Chair until the next annual general meeting.
- (2) Meetings of the Pension Board shall be held at regular intervals as determined from time to time by the Pension Board. A meeting of the Pension Board may be summoned by the Chair or by any two Trustees acting jointly upon seven days' notice to the Trustees. Notices may be effectively given if delivered to any Trustee or mailed by regular prepaid post to the Trustee at the Trustee's usual mailing address. The Trustees may waive regular notice of any meeting and convene at any time by unanimous consent.
- (3) At any duly constituted meeting of the Pension Board a quorum shall consist of four Trustees, of whom at least one shall be a University Trustee and at least one shall be a Member Trustee, all of whom shall be in office at the time such meeting is held. Any motion, moved at any duly constituted meeting of the Pension Board, at which a quorum is present, shall be decided by a majority vote. In the event of a tie vote occurring in the course of a meeting of the Pension Board, the motion before the Pension Board shall fail. A resolution signed by all Trustees shall be as effective and binding as if passed at a duly convened meeting of the Trustees.
- (4) The Trustees shall appoint a Secretary who shall keep minutes or records of all meetings, proceedings and acts of the Pension Board and such minutes need not be verbatim.
- (5) Without limiting the generality of the foregoing, and subject to the limitations of the terms of the Plan, the Pension Board shall from time to time establish rules for the conduct of its meetings, the performance of its functions and the administration of the Plan, and control the Plan's operations according to its terms and the terms of this Trust Deed, including the power:
- (a) to apply the provisions of the Plan in respect to policy as it relates to an individual according to the true intent and meaning of the Plan and to determine any questions arising in connection with the administration or operation thereof;
 - (b) to determine the Credited Service of any Member and to compute the amount of retirement benefit or other sum payable under the Plan to any person;

- (c) to authorize and direct the disbursement of retirement benefits or other sums under the Plan;
 - (d) to employ such counsel and agents and to obtain such clerical and medical and legal and actuarial services it may deem necessary or appropriate in carrying out the provisions of the Trust Deed and the Plan;
 - (e) to adopt from time to time for the purposes of the Plan and after consultation with its Actuary, such mortality and other tables as it may deem necessary or appropriate for the operation of the Plan;
 - (f) to make valuations and appraisals of the assets held under the Pension Fund and, with the advice of its Actuary, to determine the liabilities of the Plan;
 - (g) to create and disburse reserves from such assets for any purpose, consistent with the Plan.
- (6) The Pension Board shall arrange for an actuarial valuation to be made at periods not to exceed three year intervals. The valuation shall be conducted under the supervision of an Actuary and shall cover the mortality, Credited Service and compensation experience of the Members, joint annuitants and all other Beneficiaries, and shall evaluate the assets and liabilities of the Pension Fund. Upon the basis of the investigation, valuation and recommendations of the Actuary, the Pension Board shall determine such changes in the rate of contributions, or allocation of contributions, or both, to accounts as are necessary.
- (7) Decisions and determinations of the Pension Board, within its powers and not inconsistent with the provisions of the Trust Agreement, shall be binding and conclusive in relation to all interested persons.

ANNUAL MEETING OF MEMBERS

- VIII. The Trustees shall call and convene annually a general meeting of the Members of the Plan at least fifteen, but no more than sixty, days from the distribution of annual statements to Members. The Chair shall act as the chair of the said meeting. In the absence of the Chair a Trustee selected by the Trustees present shall act as chair of the meeting.

POWERS OF THE PENSION BOARD

- IX. (1) The Pension Board shall cause to be invested and re-invested all the principal and income of the Pension Fund without distinction between principal and income in such investments as the Pension Board shall from time to time in its discretion decide and which at the time of investment are not inconsistent with the investment requirements of the Income Tax Act and the Pension Benefits Standards Act.
- (2) The Pension Board shall have and is hereby vested with all and every power, right and authority to enable it to administer and invest the Pension Fund and carry out its obligations and rights under the Trust Agreement, including but without restricting the generality of the foregoing, full power to use and apply the Pension Fund for the following purposes:
- (a) To pay or provide for the payment of all reasonable and necessary expenses, costs and fees incurred by the Trustees in connection with the maintenance and administration of the Pension Fund, and the Plan, including the employment of such legal, actuarial and other expert assistance as the Pension Board in its discretion deems necessary or appropriate in the performance of its duties. PROVIDED however that no part of the Pension Fund shall be used for the personal expenses or compensation of the Trustees except when such expenses are incurred by a Trustee on the business of and approved by the Pension Board.
 - (b) To pay or provide for the payment of all real and personal property taxes, income taxes and other taxes and assessments of any and all kinds, levied or assessed under existing or future laws upon or in respect of the Pension Fund or any money or property forming a part thereof, and to withhold from payments out of the Pension Fund all taxes required by any law to be so withheld.
 - (c) To maintain a reserve for expected administration expenses reasonably anticipated to be incurred.
 - (d) To demand, collect and receive contributions for the purposes of the Plan, including the right to sue in any court of competent jurisdiction and to impose a reasonable penalty upon delinquency in payment of contributions, limited however to such sum as shall reimburse the Pension Fund for the amount of loss incurred by reason of such delinquency together with interest, costs and expenses.

RIGHTS TO THE PENSION FUND

- X. The following provisions shall apply to the rights or interests of any natural person, corporation, or other association in or to the use of the Pension Fund:
- (1) Neither the University, the Members, nor any other persons, any associations or corporations, shall have any right or interest in or to the Pension Fund or any part thereof, save as by this instrument and by the Plan expressly provided, nor shall any persons, associations or corporations have any right to demand payment of any portion of the Pension Fund, save as by the Trust Deed and by the Plan provided. PROVIDED however that nothing herein contained shall impair or derogate from the right of any Member or any person properly claiming by, through or under such Member, to the benefits or rights, specifically provided in the Trust Agreement.
 - (2) Notwithstanding anything contained in the Trust Agreement to the contrary, no part of the corpus or income of the Pension Fund shall be used or diverted to purposes other than for the exclusive benefit of the Members, joint annuitants and other Beneficiaries, except as follows:
 - (a) costs and expenses directly attributable to the administration of the Plan and the Pension Board; or
 - (b) a contribution returned to the contributor where such return is required to avoid the revocation of the Plan under the Income Tax Act; or
 - ~~(c)~~ (c) the execution of a matrimonial property order under the applicable provincial property law to settle the entitlements of a Member's Spouse or former Spouse.

ADMINISTRATION OF THE PENSION FUND

- XI. (1) The administration of the Pension Fund shall be vested wholly in the Pension Board, and for such administration the Pension Board shall, consistent with the purpose of the Pension Fund, have the power to make such arrangements and agreements with persons or corporations as the Pension Board in its sole and complete discretion deems most advantageous.
- (2) The Pension Board is to administer the Plan and in so doing is authorized to appoint from time to time such agents, or such employees of the Plan, as the Pension Board deems necessary to assist in the day-to-day handling of the management of the Pension Fund and administration of the Plan. The Pension Board may appoint or employ any such persons to carry out clerical or administration functions, but always under the direction of the Pension Board.
- (3) In addition to such other powers as are set forth herein or confirmed by law:
- (a) To sell, exchange, lease, convey, grant options or dispose of any property at any time forming a part of the Pension Fund, or the whole thereof, upon such terms as it may deem proper, and to effectuate and deliver any and all instruments of conveyance and transfer in connection therewith;
 - (b) To enter into any and all contracts and agreements, including insurance contracts with Insurance Companies, and trust or agency agreements with Trust Companies, for carrying out the terms of the Trust Agreement and for the administration of the Pension Fund, and to do all acts as it in its discretion may deem necessary or advisable, and such contracts, agreements and acts shall be conclusively binding upon the Members, joint annuitants and all other Beneficiaries;
 - (c) To do all acts according to the true intent and purpose of the Trust Agreement whether or not expressly authorized herein which the Pension Board may deem necessary or proper for the protection of the Pension Fund, and thereto its judgment shall be final;
 - (d) To promulgate such rules and regulations as may in its discretion be deemed proper and necessary for the sound and efficient administration of the Pension Fund and the Plan, provided that such rules and regulations shall not be inconsistent with this Trust Deed or the Plan and which effectuate the provisions of the Plan;
 - (e) To keep true and accurate books of account and records of all transactions of the Pension Board; thereto, transactions involving

the Pension Fund shall be open for the inspection of any Trustee at any time, and the said Pension Fund shall be audited at least annually by a qualified member in good standing of a recognized professional accounting association selected by the Pension Board;

- (f) To administer the Pension Fund and the Plan in conformity with the Trust Agreement, as from time to time amended, and in conformity with the Income Tax Act and the Pension Benefits Standards Act.
- (4) The Pension Fund shall be administered and pooled for investment purposes with the Pension Fund of the Money Purchase Plan.

EXECUTION OF INSTRUMENTS

- XII. All cheques, drafts, vouchers or other withdrawals of money from the Pension Fund, and the transfer of any property or security of the Pension Fund, shall be executed or signed by such persons as the Pension Board may by general or specific resolution decide, and failing a resolution specifying the signatories, shall be signed by the Chair and the Secretary, or any two Trustees.

LIMITATION OF LIABILITY

XIII. The Trustees shall not be liable for any loss arising out of any error of judgment or any act or omission in the administration of the Pension Fund; nor shall they be personally liable for any liability or debt of the Pension Fund contracted by them in pursuance of the powers contained in the Trust Agreement, or for the non-fulfillment of any contract; nor shall they be liable for any application of any part of the Pension Fund, or for any liability arising in connection with the administration or the existence of the Pension Fund. PROVIDED however that nothing herein contained shall exempt the Trustees or any Trustee for any liability that would otherwise have been incurred by the Trustees or Trustee consequent upon a wrongful or negligent act or omission on the part of the Trustees or any Trustee.

The University shall not be liable for the failure of the Trustees to secure the benefits contemplated herein for any Member, joint annuitant or any other ~~Beneficiary~~beneficiary or for any default or neglect of the Trustees.

MISCELLANEOUS

- XIV. (1) No person, partnership, corporation or association dealing with the Trustees shall be obligated to see to the application of any funds or property of the Pension Fund or to see that the terms of the Trust Agreement have been complied with or be obliged to enquire into the necessity or expedience of any act of the Trustees.
- (2) The Trustees may seek judicial protection by any action or proceeding they may deem necessary to settle their accounts, and may obtain a judicial determination or declaratory judgment as to any question of construction of the Trust Agreement or direction as to any matter thereunder. Any such determination, declaration or direction shall be binding upon all parties to or claiming under the Trust Agreement.
- (3) The costs and expenses of any action, suit or proceeding brought by or against the Trustees or any of them (including counsel fees) shall be paid from the Pension Fund, except in relation to matters as to which it may be adjudged in such action, suit or proceeding that a Trustee or the Trustees were liable for a wrongful act or omission, or negligence in the performance of their duties hereunder.
- (4) Each person employed by the Trustees, as well as the Trustees themselves, who may be engaged from time to time in handling the monies of the Pension Fund shall be bonded by a duly authorized surety company for such sum as the Trustees from time to time shall determine. The cost of premiums for such bonds shall be paid out of the Pension Fund.
- (5) The Trustees may purchase for and on behalf of each Trustee liability insurance so as to provide a reasonable and adequate coverage in respect of the duties and obligations imposed upon the Trustee by the Trust Agreement. The cost of such premiums shall be paid out of the Pension Fund.
- (6) The fiscal year of the Pension Fund shall end on the 31st day of December in each year.
- (7) The Trustees, within one hundred and fifty days following the end of the fiscal year, shall account and issue a statement of the Pension Fund, a copy of which shall be sent to the Board of Governors.
- (8) ~~The~~As and when required by the Pension Benefits Standards Act, the Trustees shall, ~~within one hundred fifty days following the end of the fiscal year, send to each Member an annual statement and statement concerning the Pension Fund~~send out statements to Members and any other individuals who are entitled to such information under the Pension Benefits Standards Act.

AMENDMENT AND TERMINATION

XV. (1) Amendment:

The Pension Board may, with the written consent of the Board of Governors, at any time and from time to time amend the Trust Agreement or either part thereof, PROVIDED that no such Amendment of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members, joint annuitants and other Beneficiaries under the Plan. And PROVIDED further that no Amendment shall be made to increase a Member's contribution rates over those provided for in subsection 4.01 of the Plan without an affirmative vote of a majority of Members voting, upon thirty days' notice given for such purpose by mail, together with the specific consent of the University.

(2) Termination:

The Board of Governors, together with the affirmative vote of the majority of Members who vote, upon thirty days' notice first given by mail to each Member, may thereupon terminate the Trust Agreement or either part thereof in such manner as may have been set forth in the thirty days' notice and such termination shall take effect upon written notice of the resolution of the Board of Governors and the said affirmative vote being given by the University to the Pension Board, PROVIDED that no such termination of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members, joint annuitants and other Beneficiaries under the Trust Agreement. In the event of termination the Trustees shall:

- (a) Make provision out of the Pension Fund for the payment of expenses incurred up to the date of termination of the Trust Agreement and the expenses incident to such termination;
- (b) Pay to any Insurance Company or Trust Company the balance, if any, of the assets of the Pension Fund remaining in the hands of the Trustees, which assets are due to said Insurance or Trust Company under the provisions of the Trust Agreement;
- (c) Arrange for a final audit and report of their transactions and accounts for the purpose of terminating their trusteeship;
- (b) ~~(d)~~ Make final determinations as to the amounts owing to the Members, joint annuitants and all other Beneficiaries as required under the Plan that is in existence at the date of termination of the Trust Agreement; and

- (e) Pay and distribute according to the provisions of the Plan.
- (3) Upon termination of the Trust Agreement, the Board of Governors being fully satisfied that all matters relevant to the termination of the Plan have been done shall grant to the Trustees a release and discharge which shall be binding upon all or any person or persons having any interest under the Trust Agreement.

EFFECTIVE DATE AND COUNTERPARTS

XVI. This instrument, being the Trust Agreement, and an Amendment to the agreement and Schedule A thereto (the Plan) dated the twenty-first day of May, 1968, between the University and the Trustees,

- (1) shall have effect as of ~~the first day of January 2014~~September 30, 2015;
and
- (2) may be executed in one or more counterparts, each of which upon execution is to be deemed an original, and all such counterparts together with the true original shall constitute one and the same instrument.

IN WITNESS WHEREOF the University of Victoria has caused this instrument to be executed by its officers thereunto duly authorized and its seal to be hereunto affixed, and the Trustees have hereunto set their hands and seals, as of the day and year first above written.

BLACKLINE
(Orig to

SCHEDULE A

UNIVERSITY OF VICTORIA ~~PENSION PLAN~~
~~FOR THE TRUST AGREEMENT KNOWN AS THE~~
COMBINATION PENSION PLAN

(amended and restated ~~as at July 2012~~effective September 30, 2015)

CERTIFIED to be a true and complete copy of the text as at ~~July 2012~~September 30,
2015.

Date: _____

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~~SECTION 1--~~SECTION 1 - DEFINITIONS

- 1.01 ~~Unless specifically defined herein or~~In this Plan text, the following words shall have the following meanings unless the context otherwise requires, ~~words and designations used herein shall have the meaning ascribed thereto as defined in the Trust Agreement.;~~

“Actuary” has the meaning set out in clause II of the Trust Agreement.

“Actuarial Equivalent” means a benefit of equivalent value when computed at the rate of interest and on the basis of the mortality or other tables which may from time to time be adopted by the Pension Board.

“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.

“Average YMPE” means, in respect of a year, the arithmetical average of the YMPE for the year and for the two immediately preceding years.

“Beneficiary” means, in respect of a Member, the person designated or deemed to be designated as the Member’s beneficiary in accordance with subsection 14.05 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.

“Combined Contribution Account” means the account that is maintained for the Member to which is credited the Member's required contributions to the Plan together with the University's contributions made on behalf of the Member. Within such account there is a "Post-1992 Contribution Sub-Account" maintained for the Member to which is credited the Member's required contributions to the Plan made in respect of Earnings on and after January 1, 1993 together with the University's regular contributions under subsection 5.01 of the Plan and any amount that may be contributed under subsection 5.02 of the Plan on and after January 1, 1993.

“Commuted Value” means, in relation to benefits that a person has a present or future entitlement to receive, a lump sum amount which is the actuarial present value of those benefits computed at the rate of interest and using the actuarial tables adopted by the Pension Board on the recommendation of the Actuary and in accordance with the Income Tax Act and the PBSA.

“Consumer Price Index” means the Canada all-items Consumer Price Index as published by Statistics Canada.

"Continuous Service" means a Member's uninterrupted period of employment with Victoria College or the University as a member of an employee group eligible for membership in the Combination Plan since his or her last date of hire, including any Period of Leave or Reduced Appointment, provided that an Approved Leave of Absence or Statutory Leave does not exceed 2 years at any one time.

"Covered Employment" means, in respect of a Member, employment for which contributions are being made to the Pension Fund on the Member's behalf.

"Credited Service" means:

- (a) the years and completed months of Continuous Service as a Member of the Plan (and any Prior Plan) during which required contributions were made to the Plan in accordance with Sections 4 and 5 or in accordance with the provisions of any Prior Pension Plan;
- (b) a Period of Leave or Reduced Appointment or long-term disability that is covered under the University-sponsored long term disability plan during which required contributions were made to the Plan in accordance with Sections 4 and 5; and
- (c) any additional credited service under the Staff Plan or a former employer's pension plan transferred by a Member prior to 2002 in accordance with the Plan text in force at the time of the transfer;

provided that in respect of periods of absence after December 31, 1990, the aggregate of Credited Service granted for an Approved Leave of Absence and Statutory Leave is limited to a maximum full-time equivalent of 5 years, plus an additional 3 years credited in respect of absences that occur within the 12 month period which commences at the time of the birth or adoption of a child of the Member.

Credited Service does not include service covered by the Money Purchase Plan.

"Earnings" means:

- (a) the amount of regular compensation received by an employee from the University as defined by the Income Tax Act; or
- (b) the amount deemed to be Earnings for a Member
 - (i) on an Approved Leave of Absence who makes contributions pursuant to subparagraph 4.01(b)(i), shall be the amount set out in paragraph (a) that the Member earned immediately prior to his or her Approved Leave of Absence;
 - (ii) on a Sabbatical or Study Leave or Special Reduction of Appointment who makes contributions pursuant to subparagraph 4.01(b)(ii), shall be the amount set out in paragraph (a) that the

Member would have earned if he or she did not have a Sabbatical or Study Leave or Special Reduction of Appointment;

- (iii) on a Statutory Leave who makes contribution pursuant to subparagraph 4.01(b)(iii), shall be the amount set out in paragraph (a) that the Member earned immediately prior to his or her Approved Leave of Absence;
- (iv) on a Temporary Reduction of Appointment who makes contributions pursuant to subparagraph 4.01(b)(iv), shall be the amount set out in paragraph (a) that the Member would have earned if he or she did not have a Temporary Reduction of Appointment; or
- (v) on long-term disability who is covered under the University-sponsored long term disability plan and on whose behalf contributions are made to the Plan pursuant to paragraph 4.01(a), shall be the amount determined pursuant to the terms of the University sponsored long term disability plan.

provided that such deemed Earnings shall not exceed the amount of compensation that is prescribed for this purpose by the Income Tax Act.

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

“Final Average Earnings” means the average of a Member's Earnings during the 60 consecutive months of Credited Service preceding the Member's retirement, death or termination of employment in which the highest average is attained, or, in the case of a Period of Leave or Reduced Appointment, the Earnings which the Member is deemed to have received.

In the case of Members who have not completed 60 months of Credited Service, their Final Average Earnings shall be based on the average of their Earnings during the months of their Credited Service.

“Income Tax Act” means the *Income Tax Act* (Canada) and the regulations prescribed thereunder, as amended or replaced from time to time.

“Interest” means the rate of interest calculated on the basis of the average of the yields of 5-year personal fixed term chartered bank deposit rates, determined by reference to the CANSIM Series V122515 compiled by Statistics Canada and available on the website maintained by the Bank of Canada, which average is determined in relation to the most recent period of that length for which the rates are available.

“Investment Earnings” mean net gains or losses attributable to the market performance of the assets of the relevant fund or account during the relevant period less any investment and administration expenses payable from such fund or account pursuant to subsection 10.06.

“Member” has the meaning set out in clause II of the Trust Agreement.

“Money Purchase Plan” means the University of Victoria Money Purchase Pension Plan.

“PBSA” means the *Pension Benefits Standards Act* (British Columbia) and the regulations prescribed thereunder, as amended or replaced from time to time.

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

“Pension Fund” has the meaning set out in clause II of the Trust Agreement.

“Period of Leave or Reduced Appointment” means an Approved Leave of Absence, Sabbatical or Study Leave, Statutory Leave, Special Reduction of Appointment or Temporary Reduction of Appointment.

“Plan” means the University of Victoria Combination Pension Plan, as constituted under the Trust Agreement and this plan text.

“Prescribed Form” means the form prescribed from time to time by the Pension Board.

“Prior Pension Plans” means all pension plans in effect at the University of Victoria on June 30, 1968.

“Retired Member” means a Member of the Plan who has retired and who is receiving benefits directly from the Plan.

“Retirement Date” means the day the Member elects to retire pursuant to Section 7 of the Plan.

“Sabbatical or Study Leave” means a period of absence from the University approved as such by the University.

“Special Reduction of Appointment” means a reduction in the number of hours worked in Covered Employment by a Member, other than a Temporary Reduction of Appointment, that is approved as such by the University.

“Specified Beneficiary” means an individual who meets the definition of a specified beneficiary for a particular year in relation to a money purchase provision of a registered pension plan as set out in the Income Tax Act.

“Spouse” means, in relation to another person, a person who at the relevant time:

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

but does not include a person who has been allocated a share of the Member's benefit under the Family Law Act unless a subsequent spousal relationship has been established.

"Staff Plan" means the University of Victoria Staff Pension Plan.

"Statutory Leave" means a leave of absence for which the *Employment Standards Act* (British Columbia) requires the University to continue to make contributions in respect of Member on such a leave, if the Member elects to continue to make his required contributions under the Plan.

"Temporary Reduction of Appointment" means a temporary reduction in the number of hours worked in Covered Employment by a Member that is approved as such by the University.

"Trust Agreement" has the meaning set out in clause II of the Trust Agreement.

"Trustee" has the meaning set out in clause II of the Trust Agreement.

"University" means the University of Victoria or the Board of Governors thereof, as the context requires.

"Voluntary Contribution Account" means the account that is maintained for each Member who is making or who has made additional voluntary contributions.

"YMPE" - means, in respect of a calendar year, the "year's maximum pensionable earnings" as defined under the Canada Pension Plan.

SECTION 2 - ~~SECTION 2~~ - PENSION FUND: CREATION AND PURPOSE

- 2.01 ~~2.01~~ The Pension Fund shall be established and maintained pursuant to the provisions of this Plan and of the Trust Agreement for the purpose of providing retirement, death and termination benefits for the Members and their Beneficiaries, and for no other purpose whatsoever, save and except administration and investment costs.
- 2.02 ~~2.02~~ All contributions made to or under the provisions of this Plan shall be paid into the Pension Fund, and all disbursements with respect to benefits payable under the provisions of the Plan shall be made from the Pension Fund.
- 2.03 ~~2.03~~ The Pension Fund shall comprise the entire assets of the Plan including those assets derived from contributions, together with all contracts (including dividends, interest, refunds or other sums payable to the Trustees on account of such contracts), all investments made and held by the Trustees, all income therefrom and any other property received and held by the Trustees.
- 2.04 ~~2.04~~ The Trustees are hereby designated as the only persons to receive contributions to the Pension Fund, and the Trustees are vested with all legal right, title and interest in and to the Plan in order that the Trustees may discharge on behalf of the Members under the terms of the Trust Agreement any and all of the uses, purposes and duties set forth in the Trust Agreement.
- 2.05 The Plan was established effective July 1, 1968.
- 2.06 The Plan was amended and restated effective September 30, 2015. Except as otherwise provided herein, or as is necessary to give effect to the terms of this Plan, this Plan applies to Members who terminate, retire or die on or after September 30, 2015. Except as otherwise provided by law, the benefits of a Member who terminated, retired or died prior to September 30, 2015 must, subject to the foregoing exceptions, be determined by the terms of the Plan in force on the date the Member terminated, retired or died.

SECTION 3 - SECTION 3- ELIGIBILITY FOR MEMBERSHIP

- 3.01 ~~3.01~~ Each regular (continuing) full-time member of an employee group eligible for membership in the Plan shall, as a term of employment, be a Member of this Plan, effective from the first day of employment. Assistant Teaching Professors are not eligible for membership in this Plan.
- 3.02 An individual who holds a full-time appointment equivalent to those appointments described in subsection 3.01 and 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, even though such grant, fund, or source of revenue may be administered by 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.
- 3.03 ~~3.03 A Member on an approved leave of absence not exceeding two years will have the Member's period of absence counted as Credited Service, provided that the Member's required contributions and the University contributions (whether paid by the University or by some other source) are paid and are based upon the Earnings which the Member would have received had the Member not taken a leave of absence.~~ If a Member who joins the Plan on the basis of the eligibility requirements in subsection 3.01 or 3.02 subsequently reduces his or her appointment in the same appointment pursuant to which he or she became eligible for membership in the Plan to less than full-time, such Member shall remain eligible for membership in the Plan.
- 3.04 ~~3.04~~ 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.
- 3.05 Notwithstanding any other provision of this Section 3, if a Retired Member is re-employed by the University and would otherwise be eligible for membership in the Plan, he or she will continue to receive the pension benefits elected under Section 8 and will not be eligible to become a Member of the Plan.

SECTION 4 - ~~SECTION 4~~ - MEMBER CONTRIBUTIONS

4.01 ~~4.01~~ Required Contributions by Members

(a) ~~(a)~~ Required Contributions

~~Each~~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; and
- (iii) that percentage of the Member's Earnings which percentage is equal to one-third of the Additional Defined Retirement Benefit Contribution described in subsection 5.04, when the University's contribution is reduced as specified in ~~subsection~~paragraph 5.01(c).

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

(b) Contributions During Period of Leave or Reduced Appointment

- (i) A Member on an Approved Leave of Absence may elect in the Prescribed Form to make the Member required contributions under paragraph (a) and the University contributions under subsection 5.01 in respect of his or her deemed Earnings during the leave.
- (ii) While a Member is on a Sabbatical or Study Leave or Special Reduction of Appointment, the Member will make the Member required contributions under paragraph (a) in respect of his or her deemed Earnings during the leave or reduction of appointment and the University will make contributions under subsection 5.01 in respect of his or her deemed Earnings during the leave or reduction of appointment.
- (iii) A Member on a Statutory Leave may elect in the Prescribed Form to make the Member required contributions under paragraph (a) in respect of his or her deemed Earnings during the leave, in which case the University must make the contributions under subsection 5.01 in respect of his or her deemed Earnings during the leave.
- (iv) While a Member is on a Temporary Reduction of Appointment, the Member will make the Member required contributions under paragraph (a) in respect of his or her actual Earnings during the

Temporary Reduction of Appointment and the University will make contributions under subsection 5.01 in respect of his or her actual Earnings during the Temporary Reduction of Appointment, and the Member may elect in the Prescribed Form to make additional contributions in respect of the Member required contributions under paragraph (a) and the University contributions under subsection 5.01 on the basis of the difference between his or her actual Earnings and deemed Earnings during the Temporary Reduction of Appointment.

(c) ~~(b)~~ Member Contribution Limit

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

(d) ~~(e)~~ Reduction of a Member's Contributions

~~In the event that~~ If a Member's contributions for a year under paragraphs (a) and (b) will exceed the limit described in ~~(b) 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 ~~(b) paragraph (c)~~.

4.02 ~~4.02~~ Additional Voluntary Contributions by Members

(a) ~~(a)~~ Voluntary Contributions

(i) ~~A~~ Subject to subparagraph (ii), a Member ~~shall have the right to~~ 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 10.

(ii) If a Member had deemed Earnings in a calendar year in respect of a Period of Leave or Reduced Appointment, he or she cannot make any additional voluntary contributions in that calendar year.

(b) ~~(b)~~ Voluntary Contribution Limit

Notwithstanding paragraph (a), a Member's voluntary contributions shall not exceed in any one year the maximum amount permitted under the Income Tax Act.

4.03 ~~4.03~~ Member Receiving a Benefit

Contributions shall not be made by or on behalf of a Member while that Member is receiving a benefit from this Plan.

SECTION 5 - ~~SECTION 5~~ - UNIVERSITY CONTRIBUTIONS

5.01 ~~5.04~~ Contributions to Members' Combined Contribution Accounts

~~For~~ 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) 7.37% of the Member's Earnings that do not exceed the YMPE, pro-rated for the length of the Member's pay period; plus
- (b) 9.0% of the Member's Earnings which are in excess of the YMPE, pro-rated for the length of the Member's pay period; less, at the election of the University,
- (c) that percentage of the Member's Earnings which percentage is equal to one-third of the Additional Defined Retirement Benefit Contribution described in subsection 5.04.

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

5.02 ~~5.02~~ Contributions to the Defined Retirement Benefit Account

In addition to the amount contributed under subsection ~~5.04~~5.01, the University shall contribute in respect of all Members an amount that is equal to 1% of the Members' Earnings to the Defined Retirement Benefit Account. At the discretion of the Pension Board acting on the advice of its Actuary, this 1% of Members' Earnings University contribution may, from time to time and in whole or in part, be contributed as an identical percentage of each Member's Earnings to each Member's Combined Contribution Account and/or to the Supplemental Defined Retirement Benefit Account, instead of to the Defined Retirement Benefit Account.

5.03 ~~5.03~~ Contribution Limit

The University's contributions to the Combined Contribution Account in respect of a Member shall not exceed the maximum amount permitted for the year under the Income Tax Act, less the Member's contributions in accordance with subsection 4.01.

On and after January 1, 1994 any reduction in the University's contribution to a Member's Combined Contribution Account from that specified in subsections 5.01 and 5.02 in order to comply with the foregoing limit, shall be contributed to a supplemental benefit arrangement for the benefit of the Member.

No contribution shall be made by the University pursuant to subsections 5.01 and 5.02, unless it is an eligible contribution as defined by the Income Tax Act.

On and after January 1, 2000, if any portion of the contribution under subsection 5.02 is not an eligible contribution to the Defined Retirement Benefit Account as defined by the Income Tax Act, and the Trustees choose not to allocate it to the Members' Combined Contribution Accounts, the University will contribute such ineligible amounts to a supplemental benefit arrangement for the benefit of Members.

5.04 ~~5.04~~ Additional Contributions to the Defined Retirement Benefit Account

~~If at~~At any time while the Plan continues in existence the Actuary ~~advises~~may advise that additional contributions beyond the 1% of Members' Earnings specified in subsection 5.02 are required to maintain the Defined Retirement Benefit Account ~~on a sound actuarial basis, such~~in accordance with the funding policy adopted by the Pension Board. Such additional contributions ~~as are recommended by the Actuary~~ shall be made by the University in the form of an additional percentage of Members' Earnings and designated as the Additional Defined Retirement Benefit Contribution. Notwithstanding the foregoing, the total contributions made by the University must meet the funding requirements of the PBSA and the Income Tax Act as determined in the most recently filed actuarial valuation report and cost certificate.

5.05 Pension Adjustment Limit

In no event shall the contributions paid in a year to the Member's Combined Contribution Account and Voluntary Contribution Account, under subsections 4.01, 4.02, 5.01 and 5.02, result in a Member's pension adjustment as defined by the Income Tax Act in excess of the limit for the year prescribed by the Income Tax Act.

5.06 Member Receiving a Benefit

The University shall not make contributions in respect of a Member who is receiving a benefit from this Plan.

SECTION 6 - 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 ~~Schedule~~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 ~~Pension Benefits Standards Act~~PBSA specifies a shorter period of notice or if the Pension Board determines that special circumstances exist.

SECTION 7 - ~~SECTION 7~~ - RETIREMENT AND BENEFIT COMMENCEMENT DATES

7.01 ~~7.01~~ 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 ~~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 ~~ceased employment with the University~~ terminated his or her Covered Employment.

With the permission of the University and subject to the PBSA, retirement benefits may be available to a Member who has attained age 55 and who has resigned from ~~the position which provided membership in this Plan~~ Covered Employment but is a part-time employee of the University in a category which provides membership in another University pension plan.

7.03 Benefit Commencement Date

A Member may elect to commence benefits on the first day of any month after the Member becomes eligible for benefits according to subsection 7.02. The ~~day~~ date of commencement of retirement benefits is the Member's "Benefit Commencement Date".

7.04 Mandatory Commencement of Benefits

Notwithstanding any other provision of the Plan, the pension benefits to which an individual is entitled under the Plan will commence no later than the latest date allowed by the Income Tax Act.

7.05 Employment Past Normal Retirement Date

If a Member continues his or her Covered Employment after his or her Normal Retirement Date, required contributions shall continue to be made by the Member and the University until the earlier of the date Member retires and November 30th of the year in which the Member reaches the maximum age for which contributions are permitted under the Income Tax Act.

SECTION 8 - ~~SECTION 8~~ - RETIREMENT BENEFITS

8.01 ~~8.01~~ Balances Available for Retirement Benefits

The balances in a Member's Combined Contribution Account, Voluntary Contribution Account, and Variable Benefit Account are available to provide a retirement benefit, provided that the Member is eligible under the provisions of subsection 7.02.

8.02 ~~8.02~~ Retirement Benefits Options

A Member may elect to apply the available balance described in subsection 8.01 to a combination of the options listed in paragraphs (a) and (b) below, subject to the approval of the Pension Board:

(a) ~~(a)~~ Options within the Plan:

- (i) ~~(i)~~ Internal Variable Annuity Option to have the amount applied to provide the Retired Member with an annual annuity payable monthly from the Pension Fund. The first monthly annuity payment shall be payable as soon as Investment Earnings are known for the Pension Fund for the month preceding the Member's Benefit Commencement Date, and in any event not later than 30 days following the Member's Benefit Commencement Date. The initial amount of such payment shall be determined by the Pension Board on the basis of the actuarial assumptions as to interest and mortality last adopted by the Pension Board for this purpose at the Member's Benefit Commencement Date. The amount payable will fluctuate annually as determined by the Pension Board, in consultation with the Actuary, due to changes in the values of the assets of the Pension Fund and to the mortality assumptions and experience;
- (ii) ~~(ii)~~ Variable Benefit Option to have the amount applied to provide the Member with a variable benefit, payable monthly from the Pension Fund, according to the requirements set out in the Income Tax Act and the ~~Pension Benefits Standards Act~~PBSA. The total annual payment shall not be less than the minimum specified in the Income Tax Act nor greater than the maximum specified in the ~~Pension Benefits Standards Act~~PBSA, and payments will begin not later than the latest date allowed by the Income Tax Act. With the approval of the Pension Board, a Member may elect to apply a portion of the balance remaining in the Member's Variable Benefit Account to another option, at which time the variable benefit payments will be recalculated. Payments will cease upon the effective date of the transfer of the entire remaining balance to another option, or upon the later of the end of the month in which the Member dies, or, if there is a Specified Beneficiary, the end of the month in which the Specified Beneficiary dies. Any balance remaining in the Member's account

after the death of the Member and the death of the Specified Beneficiary, if any, will be paid as described in Section 11.

If required under the PBSA, a Member who has a Spouse on his or her Benefit Commencement Date and elects this option must provide the Pension Board with:

(A) a consent in the Prescribed Form by the Member's Spouse that was signed by the Spouse, not more than 90 days before the Member's Benefit Commencement Date, in the presence of a witness and outside the presence of the Member; or

(B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.

- (b) Options external to the Plan include transfer of the amount to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an ~~Insurance Company or other financial institution~~ insurance company to purchase an annuity, in accordance with the requirements of the ~~Pension Benefits Standards Act~~ PBSA. Such transfers must be on a locked-in basis for that portion of the Member's account contributed after December 31, 1992 plus the Investment Earnings on those contributions, but there is no lock-in requirement for the balance in a Member's account at December 31, 1992 plus the Investment Earnings on that amount after that date.

8.03 ~~8.03~~ Voluntary Contribution Account Benefit

If a Member becomes eligible for benefits under subsection 7.02, he or she may elect to apply the balance of his or her Voluntary Contribution Account as follows:

(a) ~~The amount of the Voluntary Contribution Account balance of a Member is available to provide a retirement benefit as described in subsections 8.01 and 8.02, or to provide~~ to be refunded to the Member as a lump sum payment, unless such payment is precluded by restrictions attached to the voluntary contributions, ~~or for a combination of these options approved by the Pension Board.~~

(b) to be transferred in accordance with any of the options available under paragraph 8.02(b);

(c) if the Member elects to use his or her Combined Contribution Account to provide a variable benefit under subparagraph 8.02(a)(ii), to have the balance of his or her Voluntary Contribution Account transferred to the Member's Variable Benefit Account;

- (d) if the Member does not elect to use his or her Combined Contribution Account to provide a variable benefit under subparagraph 8.02(a)(ii), but the balance of his or her Voluntary Contribution Account is not less than twice the YMPE, to have the balance of his or her Voluntary Contribution Account used to establish a Variable Benefit Account to provide variable benefits; or
- (e) to a combination of the above options as approved by the Pension Board.

8.04 ~~8.04~~ Minimum Balances

Under the terms of subsection 8.02, a Member may use all or part of their account balances to establish a Variable Benefit Account. If only part of an account balance is used, the initial amount applied to this option must not be less than twice the YMPE and, if the Member subsequently elects to apply part of the balance in the Variable Benefit Account to another option, the remaining balance must not be less than twice the YMPE.

8.05 ~~8.05~~ Default Option

A retiring Member, who fails to make an election under subsections 8.02 or 8.03 prior to, or within 90 days following, the date of eligibility for a retirement benefit and who has not advised the Pension Board of a deferred Benefit Commencement Date, will be deemed to have elected to retain the Member's Combined Contribution Account and the Member's Voluntary Contribution Account, if any.

A Member who has not made the required election before December 1st of the last calendar year that the Member is eligible to hold a retirement savings plan registered under the Income Tax Act 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 Member would be eligible to elect under the Income Tax Act and ~~Pension Benefits Standards Act~~ PBSA. In such a case, effective December 1st of said year, payment(s) under the option will be made as appropriate to the Member, or to an account in trust for the Member with a financial institution selected by the Pension Board.

8.06 ~~8.06~~ Internal Variable Annuity

The Internal Variable Annuity is the annuity, calculated annually and payable monthly, commencing on the Member's Benefit Commencement Date, as elected under ~~subsection~~ subparagraph 8.02(a)(i), calculated on the basis of a single life annuity with payments commencing on the Member's Benefit Commencement Date.

8.07 ~~8.07~~ Prior Pension Benefit

The Prior Pension Benefit is the annual retirement benefit, payable monthly, commencing on the Member's Benefit Commencement Date under any Prior Pension Plan calculated on the basis of a single life annuity with payments

commencing on the Member's Benefit Commencement Date, to which the Member may be entitled.

8.08 ~~8.08~~ Supplementary Benefit

- (a) ~~(a)~~ Under the provisions of ~~subsection~~subparagraph 8.02(a)(i), the Pension Board will prescribe an annuity option (the Qualifying Option) which qualifies for a Supplementary Benefit payable from the Defined Retirement Benefit Account.
- (b) ~~(b)~~ The Supplementary Benefit is an annual amount, payable monthly, commencing on the Member's Benefit Commencement Date, and is equal to the amount, if any, by which the Formula Benefit, as defined in the appropriate ~~subsection~~paragraph 8.09(a), (b) or ~~(bc)~~, exceeds the sum of the Internal Variable Annuity as defined in subsection 8.06, and the Prior Pension Benefit, as defined in subsection 8.07.
- (c) ~~(c)~~ A Member who has made an election under ~~subsections~~subparagraph 8.02(a)(ii) and, with the approval of the Pension Board, subsequently elects a benefit under ~~subsection~~subparagraph 8.02(a)(i) is not eligible for the Supplementary Benefit.
- (d) ~~(d)~~ Members other than those excluded by paragraph (c), are eligible for a Supplementary Benefit as follows. They may qualify for the full Supplementary Benefit defined in paragraph (b) by applying the entire balance of their Combined Contribution Account to the Qualifying Option. Alternatively, they may apply a fraction of the balance, provided that such fraction is not less than three times the YMPE. If the amount applied is a fraction of the entire amount, then the Member qualifies for a reduced Supplementary Benefit equal to the same fraction of the Supplementary Benefit defined in paragraph (b).
- (e) Despite the foregoing, if a Spouse elects an Internal Variable Annuity as described in subparagraph 8.02(a)(i) pursuant to paragraph 11.01(b), he or she is eligible for a Supplementary Benefit on the same terms as set out in this subsection 8.08 in respect of a Member.

8.09 ~~8.09~~ Formula Benefit

- (a) ~~(a)~~ At or following Normal Retirement Date

The Formula Benefit for a Member whose Benefit Commencement Date is at or following their Normal Retirement Date shall be an annual amount equal to the following but not greater than the Maximum Formula Benefit as specified in subsection 8.10:

- (i) ~~(i)~~ For Credited Service on and after January 1, 1966

1.3% of the Member's Final Average Earnings up to the Average YMPE, plus 2.0% of the Member's Final Average Earnings in excess of the Average YMPE;

multiplied by the Member's years of Credited Service on and after January 1, 1966; plus

(ii) ~~(ii)~~ For Credited Service before January 1, 1966

2.0% of the Member's Final Average Earnings multiplied by the Member's years of Credited Service before January 1, 1966.

(b) ~~(b)~~ For Benefits Commencing Before Normal Retirement Date

The Formula Benefit for a Member whose Benefit Commencement Date is prior to their Normal Retirement Date shall be the Actuarial Equivalent of the Formula Benefit as calculated under [paragraph \(a\)](#).

(c) For Benefits Payable to a Surviving Spouse

The Formula Benefit for a Spouse who elects an Internal Variable Annuity as described in subparagraph 8.02(a)(i) pursuant to paragraph 11.01(b) shall be the Actuarial Equivalent of the Formula Benefit to which the Member was entitled as of the Member's date of death as calculated under paragraph (a).

8.10 ~~8.10~~ Maximum Formula Benefit

(a) ~~(a)~~ At or following Normal Retirement Date

The Maximum Formula Benefit at or following Normal Retirement Date shall be the annual normal form of lifetime Formula Benefit calculated under ~~subsection~~[paragraph](#) 8.09(a), and shall not exceed the sum of:

(i) ~~(i)~~ the Member's years of Credited Service on and after January 1, 1991 plus the years of Credited Service prior to January 1, 1991, granted after July 1, 1992, multiplied by the lesser of:

(A) \$2,494.44 or such greater amount permitted under the Income Tax Act; and

(B) 2% of the average of the Member's best 3 consecutive years' remuneration from the University;

and

(ii) ~~(ii)~~ the Member's Formula Benefit in respect of years of Credited Service earned prior to January 1, 1991 and granted prior to July 1, 1992, to a maximum of 35 years.

(b) ~~(b)~~ For Benefits Commencing Before Normal Retirement Date

If the Member's Benefit Commencement Date precedes the earliest of the day on which:

- (i) ~~(i)~~ the Member will attain age 60;
- (ii) ~~(ii)~~ the Member's age plus Continuous Service would have equalled 80; and
- (iii) ~~(iii)~~ the Member would have completed 30 years of Continuous Service,

the Maximum Formula Benefit shall be the amount determined in paragraph (a) reduced by 0.25% for each month by which the Member's Benefit Commencement Date precedes that day.

8.11 ~~8.11~~ Annual Adjustment of Formula Benefit and Supplementary Benefit

(a) Annual Adjustment of Formula Benefit

- (i) The Formula Benefit, as described in the appropriate ~~subsection~~ paragraph 8.09(a), ~~(b)~~ or ~~(bc)~~, shall be adjusted as at July 1 next following the Member's Benefit Commencement Date and at each succeeding July 1 until benefits cease to be payable.
- (ii) The minimum adjustment in a particular year is zero and the maximum adjustment is 3% of the amount paid immediately prior to the adjustment. If less than 12 months have elapsed since the Member's Benefit Commencement Date, the maximum adjustment is ¼% for each month that has elapsed from the Member's Benefit Commencement Date to the adjustment date.
- (iii) The adjustment in a particular year shall be calculated as the Formula Benefit including all previous adjustments, adjusted by the percentage change in the value of the Consumer Price Index over the 12 months ending on the immediately preceding March 31, plus or minus any Carry Forward addition or deduction from the immediately preceding year as described in (iv) below and, subject to the limits described in (ii). If less than 12 months have elapsed since the Member's Benefit Commencement Date the change in the value of the Consumer Price Index will be reduced to the amount obtained by multiplying the percentage change by 1/12 for each month that has elapsed from the Member's Benefit Commencement Date to the adjustment date.
- (iv) If the unlimited adjustment calculated in (iii) exceeds the maximum adjustment described in (ii), the amount by which the unlimited adjustment exceeds the maximum shall be a Carry Forward addition in the subsequent year's adjustment calculation. If the unlimited adjustment calculated in (iii) is negative, this

negative amount shall be a Carry Forward deduction in the subsequent year's adjustment calculation.

(b) Annual Adjustment of Supplementary Benefit

The Supplementary Benefit, as described in subsection 8.08, shall be recalculated and, if payable, adjusted as at July 1 next following the Member's Benefit Commencement Date and at each succeeding July 1 during the Retired Member's lifetime so as to reflect adjustments to the Formula Benefit, the Prior Pension Benefit and the Internal Variable Annuity.

(c) Additional Adjustments

A Retired Member will continue to receive the retirement benefit that the Member elected and as was specified in the Plan at the Member's Benefit Commencement Date.

Notwithstanding the foregoing, ad hoc adjustments to compensate in whole or in part for the effect of inflation, as measured by the Consumer Price Index, in reducing the purchasing power of the retirement benefits of a Retired Member in receipt of the Defined Retirement Benefit or a Supplementary Benefit, as it was defined at the Member's Benefit Commencement Date, may be recommended by the Pension Board and approved by the Board of Governors. Such ad hoc adjustments are subject to the limits prescribed by the Income Tax Act.

8.12 ~~8.12~~ Termination of Membership

The payment of the entire amount of the balance of the Member's Combined Contribution Account, Voluntary Contribution Account, and Variable Benefit Account to the company or companies selected by the Member for the purposes of ~~subsection~~paragraph 8.02(b) shall constitute a complete, final and binding discharge by the Pension Board of all obligations owed by the Plan to the Member. From the date of the payment of the amount(s), the Member shall for all purposes cease to be a Member of the Plan, and shall thereafter have no right or claim of any kind whatsoever against the Plan.

SECTION 9 - ~~SECTION 9~~ - FORMS OF RETIREMENT BENEFIT

9.01 ~~9.01~~ Normal Form

The normal form of retirement benefit under subsections 8.06 and 8.09 shall be equal monthly payments commencing on the Member's Benefit Commencement Date and terminating with the payment made on the first day of the month in which the death of the Retired Member occurs.

9.02 ~~9.02~~ Automatic Form for a Member with a Spouse

For a Member who has a Spouse on the Member's Benefit Commencement Date, the retirement benefit must, except as set out in subsection 9.03, be paid as a joint and survivor annuity which is:

- (a) ~~(a)~~ payable in monthly instalments of a reduced amount for the life of the Member and payable after the Member's death to the Member's Spouse for the life of the Spouse in monthly instalments equal to 60% of the amount that would have been paid if such death had not occurred; and
- (b) the Actuarial Equivalent of the normal form of benefit.

9.03 ~~9.03~~ Waiver of Automatic Form of Retirement Benefit

- (a) A Member ~~who has a Spouse~~ may elect to receive a form of retirement benefit ~~which provides a benefit to the Spouse that is more than 60% of the benefit paid to the Member, that does not comply with subsection 9.02 by providing to the Pension Board;~~

~~A Member who has a Spouse may elect a form of retirement benefit which provides no benefit to the Spouse, or a benefit to the Spouse that is less than 60% of the benefit paid to the Member, if:~~

- ~~(a) the Member delivers to the Pension Board, within 90 days preceding the Member's Benefit Commencement Date, the written waiver of the Member's Spouse in the form prescribed under the Pension Benefits Standards Act; and~~
 - (i) ~~(b) the waiver is not revoked~~ a statement in Prescribed Form by the Member's ~~Spouse prior to~~'s Spouse that states that the Spouse is aware of his or his entitlement to a joint and survivor pension under subsection 9.02, waives that entitlement and was signed by the Spouse, not more than 90 days before the Member's Benefit Commencement Date, in the presence of a witness and outside the presence of the Member, or
 - (ii) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (b) A Spouse who has validly signed a statement under subparagraph (a)(i) is deemed to be the sole Beneficiary of the Member despite any actual

designation of Beneficiary pursuant to subsection 14.05 and any other law relating to such an actual designation.

- (c) Paragraph (b) does not apply if the Pension Board receives:
- (i) a statement in Prescribed Form by the Member's Spouse that states that the Spouse is aware of his or her entitlement under paragraph (b), waives that entitlement and was signed by the Spouse, before the Member's death, in the presence of a witness and outside the presence of the Member, or
 - (ii) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (d) If a Spouse who is deemed to be the Beneficiary by virtue of paragraph (b) does not survive the Member, another person who has actually been designated as the Beneficiary pursuant to subsection 14.05 is the Member's Beneficiary.
- (e) A waiver under subparagraph (a)(i) or (c)(i) of an entitlement to a benefit is void if the Member dies before his or her Benefit Commencement Date.
- (f) Where a Member has elected an optional form of pension that has commenced to be paid, such election shall be final, and in the case of a joint and last survivor form of pension, the joint annuitant may not be changed.

9.04 ~~9.04~~ Election of Optional Forms

In lieu of the normal form of retirement benefit payable according to subsection 9.01 or the automatic form of retirement benefit payable according to subsection 9.02, and subject to the restriction under subsection 9.03, a Member may elect by a proper written request of the Member to the Pension Board, before the Member's Benefit Commencement Date, to receive a retirement benefit in one of the optional forms of retirement benefit provided under the Plan, and the amount of the optional form of the benefit shall be the Actuarial Equivalent of the normal form of benefit described in subsection 9.01.

9.05 Optional Forms of Retirement Benefit

(a) ~~(a)~~ Joint and Survivor Option

A Member may, prior to the Member's Benefit Commencement Date, elect an optional form of retirement benefit that provides a smaller monthly benefit with the provision that upon the Member's death after monthly payments begin there shall be payable a retirement benefit for life to the Member's Spouse as at the Member's Benefit Commencement Date, if living at the time of the Member's death, of 66.7%, 75% or 100% of the benefit payable had such death not occurred.

Further, a Member may, prior to the Member's Benefit Commencement Date, elect an optional form of retirement benefit that provides a smaller monthly benefit with the provision that upon the first death of either the Member or the Member's Spouse as at the Member's Benefit Commencement Date, the amount payable to the survivor shall be 66.7% of the benefit that the Member was receiving just prior to such death.

(b) ~~(b)~~ Life Guaranteed 5, 10 or 15 Years

A Member may, prior to the Member's Benefit Commencement Date, elect an optional form of retirement benefit that provides a smaller monthly benefit with the provision that if, at the death of the Retired Member, payments have not been made for a guaranteed period of 60, 120 or 180 months, as that Member may elect, which nevertheless shall not exceed 15 years, the monthly retirement benefit payments will continue during the remainder of the guaranteed period so elected, or, if the Beneficiary is the Member's estate rather than an individual, the present value of such remaining monthly retirement benefit payments, as determined by the Pension Board, shall be paid in one sum to the executors or administrators of the Retired Member.

(c) ~~(c)~~ Other Optional Forms

A Member may, prior to the Member's Benefit Commencement Date, elect to receive the Actuarial Equivalent of the Member's retirement benefit in any other optional form acceptable to the Pension Board and in accordance with the requirements of the Income Tax Act.

SECTION 10 - ~~SECTION 10~~ - FUND ALLOCATION & ADMINISTRATION

10.01 ~~10.01~~ 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) ~~(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) ~~(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).

10.02 ~~10.02~~ Accounts

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

- (a) ~~(a)~~ A Defined Retirement Benefit Account to which shall be credited:
 - (i) ~~(i)~~ the University contributions of up to 1% of Members' Earnings as described in subsection 5.02 hereof, and
 - (ii) the University contributions, if any, as described in subsection 5.04, and
 - (iii) ~~(iii)~~ Investment Earnings,
 and to which shall be debited
 - (iv) ~~(iv)~~ the monthly retirement benefits paid to each Retired Member and joint annuitant who receives benefits under the defined retirement benefit provisions of the Plan as was specified at the Member's Benefit Commencement Date, when this was prior to the first day of January, 1992, and
 - (v) ~~(v)~~ the monthly Supplementary Benefits paid to each Retired Member and joint annuitant who receives benefits under the Supplementary Benefit provisions of subsections 8.08 and 8.11(b), and
 - (vi) ~~(vi)~~ ad hoc adjustments paid to Retired Members under the provisions of ~~subsection~~paragraph 8.11(c).

- (b) ~~(b)~~ A Combined 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) ~~(i)~~ Pre-1993 Contribution Sub-Account to which shall be credited the Member's Combined Contribution Account balance as at December 31, 1992 plus Investment Earnings thereafter; and
 - (ii) ~~(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 Combined Contribution Account for service after December 31, 1992, plus Investment Earnings.
- (c) ~~(c)~~ 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 ~~16.03, 15.04~~, to which shall be credited the Member's additional voluntary contributions, transfers, and Investment Earnings and to which shall be debited lump sum payments and any transfers to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an ~~Insurance Company~~ insurance company or other financial institution.
- (d) ~~(d)~~ A Variable Benefit Account for each Member who has elected a benefit under ~~subsection~~ subparagraph 8.02(a)(ii) to which shall be credited
- (i) ~~(i)~~ that proportion of the Member's Combined Contribution Account balance on the Member's Benefit Commencement Date that the Member elected to be applied to benefits under ~~subsection~~ subparagraph 8.02(a)(ii), and
 - (ii) ~~(ii)~~ that proportion of the Member's Voluntary Contribution Account balance on the Member's Benefit Commencement Date that the Member elected under subsection 8.03 to be applied to benefits under ~~subsection~~ subparagraph 8.02(a)(ii), and
 - (iii) ~~(iii)~~ Investment Earnings,
- and to which shall be debited
- (iv) ~~(iv)~~ the benefits paid under ~~subsection~~ subparagraph 8.02(a)(ii) including the portion provided from the Member's former Voluntary Contribution Account.

Separate sub-accounts will be maintained for amounts that are subject to lock-in restrictions.

- (e) ~~(e)~~ An Internal Variable Annuity Account to which shall be credited:

(i) ~~(i)~~ those proportions of the Combined Contribution Account balances on the respective Benefit Commencement Dates of each Member as those Members elected to have applied to an annuity under ~~subsection~~subparagraph 8.02(a)(i), and

(ii) ~~(ii)~~ those proportions of the Voluntary Contribution Account balances on the respective Benefit Commencement Dates of each Member, as those Members elected under subsection 8.03 to have applied to an annuity under ~~subsection~~subparagraph 8.02(a)(i), and

(iii) ~~(iii)~~ those proportions of the Variable Benefit Account balances of each Member that those Members elected to have applied to an annuity under ~~subsection~~subparagraph 8.02(a)(i),

and to which shall be debited

(iv) ~~(iv)~~ the annuities paid under ~~subsection~~subparagraph 8.02(a)(i), including the portions provided from Members' former Voluntary Contribution Accounts and Variable Benefit Accounts.

10.03 ~~10.03~~ Investment

(a) The Pension Board shall hold and direct the investment of the Pension Fund in accordance with the requirements of the Income Tax Act and the ~~Pension Benefits Standards Act~~PBSA.

(b) ~~(b)~~ The Pension Board shall have the power to invest funds from different classes of accounts in different investment vehicles as it deems appropriate.

(c) ~~(c)~~ The Pension Fund shall be administered and pooled for investment purposes with the Pension Fund of the Money Purchase Plan.

10.04 ~~10.04~~ Allocation of Investment Earnings

(a) The Pension Board shall arrange for a valuation of the assets of the Pension Fund to determine Investment Earnings at the end of each month.

(b) ~~The~~In determining the Investment Earnings, the Pension Board shall have the power to allocate in an equitable and non-discriminatory manner between the foregoing accounts described in subsection 10.02:

(i) ~~(a)~~ the net investment income.

(ii) ~~(b)~~ the administrative and investment expenses incurred in the period since the previous allocation. With the approval of the Board of Governors, the Pension Board may allocate a proportionally greater share of the administrative expenses to the Defined Retirement Benefit Account.

(iii) ~~(c)~~ the net increase or decrease in the value of the assets.

(c) Investment Earnings shall be credited to each Member's Combined Contribution Account, Variable Benefit Account, and Voluntary Contribution Account based on the balance in each such account at the end of the previous month.

10.05 ~~10.05~~ Valuation of Assets~~Annuities~~

The Pension Board shall ~~arrange for a valuation of the assets of the Pension Fund and for a determination of~~determine the value of an annuity unit annually and may arrange for more frequent valuations ~~and, following the methods outlined in the preceding subsection 10.04, may make entries to the several accounts as of the date of such more frequent valuations~~as it deems necessary or desirable. The right of the Pension Board to arrange more frequent ~~valuations and~~ determinations of unit values ~~and to adjust the several accounts~~ shall be exercised in a non-discriminatory manner.

10.06 ~~10.06~~ Interim Account Values

~~The amount~~If a transfer or payment of ~~each~~a Member's Combined Contribution Account, Variable Benefit Account, ~~and or~~and Voluntary Contribution Account, ~~on~~must be made under the terms of the Plan due to the Member's ~~Benefit Commencement Date, date of death or date of~~retirement, termination of a Member, ~~as the case may be, shall be the sum of~~Covered Employment or death, ~~the amount of such account shall be:~~

- (a) ~~(a)~~ the amount of such account on the ~~most recent date of valuation pursuant to subsection 10.05 prior to the Member's Benefit Commencement Date, date of death or date of termination, as the case may be, and~~end of the month prior to the month in which the transfer or payment is made.
- (b) Interest ~~or Investment Earnings~~ on the amount under paragraph (a) ~~at the rate of interest last adopted by the Pension Board pursuant to subclauses II.(19) and II.(20) of the Trust Agreement for the period following the most recent date of valuation, 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 ~~most recent date of valuation~~end of the month prior to the month in which the transfer or payment is made with Interest ~~or Investment Earnings~~ thereon from the date the contributions were credited to the account ~~at the rate of interest last adopted by the Pension Board pursuant to subclause II.(19) of the Trust Agreement~~to the date of transfer or payment.

10.07 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 11 - SECTION 11- DEATH BENEFITS

11.01 ~~11.01~~ 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 ~~Relations~~Law Act:

(a) ~~(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 ~~designated~~ Beneficiary, ~~Beneficiaries or estate~~ equal to the sum of the amount of the Member's Combined Contribution Account and Voluntary Contribution Account at the date of death, in such proportions as had been designated by the Member.

(b) ~~(b)~~ Death Benefit Payable to Spouse

~~The~~If the Member had a Spouse at the time of his or her death, the death benefit payable under paragraph (a) ~~is payable~~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, 8.02~~ as if references to the Spouse were the Member, provided that the ~~guaranteed period, if any, for the annuity described in 8.02(a)(i) shall not exceed the lesser of 15 years or the life expectancy of Member were replaced with Spouse, but without regard for the Spouse's age. The Spouse has no entitlement to the Supplementary Benefit described in subsection 8.08.~~

~~A~~If a Spouse ~~who~~ fails to make an~~the~~ election ~~of one of the above options before the later of 90 days following the last day of the month of the Member's death and 90 days following advice by the Pension Board of the death benefit payable, 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 Combined Contribution Account and Voluntary Contribution Account, if any.

A Spouse who has not made the required election by the later of

~~(i)~~(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)~~(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 ~~Pension Benefits Standards Act~~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 11.01 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 this Plan, if a Spouse waives his or her entitlement under this subsection 11.01, the Spouse is not entitled to receive any benefit by way of a lump sum payment as the Member's Beneficiary.

(d) ~~(e)~~ Death Benefit Payable to Non-Spouse Beneficiary

If the Member does not have a Spouse at the date of death, or, if the Pension Board receives from the surviving Spouse a ~~statement in the prescribed form that waives the spousal entitlement~~waiver pursuant to subparagraph 11.01(c)(i), the death benefit payable under paragraph (a) is payable in a lump sum to the Member's ~~designated~~ Beneficiary, ~~or, if there is no designated Beneficiary, to the Member's estate.~~

(e) ~~(d)~~ Refund of Voluntary Contributions

If the person entitled to the death benefit is the Member's Spouse, the portion of the death benefit that is attributable to the Member's Voluntary Contribution Account is not subject to lock-in restrictions and may be paid in a lump sum unless such payment is precluded by restrictions attached to the voluntary contributions or transferred to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an ~~Insurance Company~~insurance company or other financial institution .

11.02 ~~11.02~~ Death After Member's Benefit Commencement Date

In the event of the death of a Retired Member who had elected an annuity under ~~subsection~~subparagraph 8.02(a)(i) the sums payable, if any, shall be in accordance with the form of benefit elected by such Retired Member under Section 9.

In the event of the death of a Retired Member who had elected a benefit under ~~subsection~~subparagraph 8.02(a)(ii), a death benefit is payable as described in subsection 11.01 as if references to the Combined Contribution Account and Voluntary Contribution Account were replaced with the Variable Benefit

Account. Upon the death of a surviving Spouse who is in receipt of benefits under ~~subsection~~subparagraph 8.02(a)(ii), the balance remaining in the Variable Benefit Account is payable to the Spouse's designated ~~Beneficiary~~beneficiary or if none to the estate of the Spouse ~~and the amount shall be paid within one year following the Spouse's death.~~

11.03 ~~11.03~~ Proof of Death

Payment arising or conditional upon the death of any Member, joint annuitant or any other Beneficiary or upon the continued life of a Member, joint annuitant or any other Beneficiary or upon the happening of any other event or contingency upon which a payment becomes payable shall be made only after receipt by the Pension Board of satisfactory proof of such death or from time to time of such continued life or the happening of such event or contingency, as the case may be.

SECTION 12 - ~~SECTION 12~~ - TERMINATION OF ~~APPOINTMENT COVERED~~ EMPLOYMENT

12.01 A Member whose ~~appointment~~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 Combined Contribution Account and Voluntary Contribution Account a combination of the following options, subject to the approval of the Pension Board:

- (a) ~~(a)~~ to retain the Member's Combined 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 Combined Contribution Account and Voluntary Contribution Account at the date of termination plus ~~a pro-rata share of the~~ Investment Earnings ~~to the Member's Benefit Commencement Date~~on those amounts applied to provide a benefit as described in subsection 8.02; ~~or~~
- (b) ~~(b)~~subject to paragraph 15.01(a), to transfer the amount(s) to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an ~~Insurance Company or other financial institution~~insurance company to purchase an annuity, in accordance with the requirements of the ~~Pension Benefits Standards Act~~PBSA. Such transfers must be on a locked-in basis for that portion of the Member's Combined Contribution Account contributed after December 31, 1992 plus the Investment Earnings on those contributions, but there is no lock-in requirement for the balance in a Member's Combined Contribution Account at December 31, 1992 plus the 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 elects an option other than one including paragraph (a) above will cease to be a Member and have no further entitlement under the Plan upon such transfer. A Member who fails to make an election of one of the above options ~~prior to, or~~ within 90 days ~~following the date of termination~~of receiving the statement required by the PBSA will be deemed to have elected the option in paragraph (a).

12.02 ~~12.02~~ A Member whose ~~appointment~~Covered Employment is terminated and who elects the option described in ~~subsection~~paragraph 12.01(a) retains eligibility for a Supplementary Benefit as described in subsection 8.08.

12.03 ~~12.03~~ A transfer under ~~subsection~~paragraph 12.01(b) or (c) shall be in accordance with the requirements of the Income Tax Act and the ~~Pension Benefits Standards Act~~PBSA.

~~SECTION 13 - SECTION 13 - NON-ALIENATION OF BENEFITS~~

~~13.01 Non-Alienation~~

~~Except as specified in subsection 13.02, any benefits which are provided under this Plan shall not be subject in any manner to anticipation, surrender, alienation, sale, transfer, assignment, pledge, encumbrance, charge or given as security and any attempt to anticipate, surrender, alienate, sell, transfer, assign, pledge, encumber, charge or give as security the same shall be void and non enforceable against the Plan; and, subject to applicable laws, any such benefits shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person who shall be entitled to such benefits, nor shall they be subject to attachment, seizure, execution or legal process for or against such person.~~

~~13.02 Court Orders and Separation Agreements~~

~~For the purpose of this subsection 13.02 "Spouse" means spouse as defined in the governing matrimonial property law.~~

- ~~(a) On an event occurring further to which

 - ~~(i) a Member's Spouse becomes entitled in law to any interest in the Member's retirement benefit under the Plan; and~~
 - ~~(ii) the Pension Board is formally advised in writing by submission of the prescribed form under the Family Relations Act of the claim of the Member's Spouse to such an interest,~~~~

~~the Member's Spouse, by a written request to the Pension Board may require the Pension Board to provide information in respect of the Plan as is prescribed under the Family Relations Act.~~

- ~~(b) Upon submission of the prescribed form together with a copy of the court order or separation agreement on which the Spouse's entitlement is based, the Pension Board shall take all steps in accordance with and as required by the Family Relations Act and the Pension Benefits Standards Act.~~
- ~~(c) Where any part of a Member's Combined Contribution Account is transferred from the Plan to the credit of the Member's Spouse in accordance with (b), the Member's Credited Service will be reduced by the number of years equal to~~

$$\frac{A-x}{B}$$

~~where~~

~~A is the number of years of Credited Service that have accrued to the Member during the marriage,~~

- ~~S~~ is the dollar value on the entitlement date of the portion of the Member's Combined Contribution Account balance that is to be transferred to the credit of the Member's Spouse.
- ~~B~~ is the sum of the combined contributions made to the Member's Combined Contribution Account from the date of the marriage to the entitlement date and the net earnings on these contributions from the date of the marriage to the entitlement date.
- (d) ~~Prior to the date the Pension Board is formally advised in writing, further to (a)(ii), of the claim of a Member's Spouse to a benefit entitlement, neither the Plan nor the Pension Board shall be in any way responsible for the entitlement of the Spouse otherwise payable.~~
- (e) ~~Where the law applicable for the purposes of (a)(i) provides that the entitlement described in that subsection arises on the death of a Member, and~~
- (i) ~~death is the event further to (a) that has occurred, and~~
- (ii) ~~the Member's Spouse is not the Member's designated Beneficiary or there is no designated Beneficiary at the time of the Member's death, the Member's Spouse in either instance having survived the Member, the Pension Board at its discretion may withhold payment of any part of the Member's Combined Contribution Account, notwithstanding subsection 11.01 of the Plan, until advised in writing by a Legally Qualified Person that the rights of all affected parties thereto are determined by the applicable law or are the subject of a judicial determination or a binding agreement.~~

~~SECTION 14~~ PLAN AMENDMENT AND TERMINATION

13.01 ~~14.01~~ 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~~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.

13.02 ~~14.02~~ Termination

(a) ~~(a)~~ Further to subclause XV.(2) of the Trust Agreement, and in the event of the ~~complete~~ termination of the Plan, the Pension Board shall allocate the balances of the various accounts described in subsection 10.02 to Members and Beneficiaries according to the following entitlements:

- (i) Members and Beneficiaries holding Voluntary Contribution Accounts or Variable Benefit Accounts shall be entitled to receive their respective account balances.
- (ii) Members who have not made an election under subsection 8.02, and their Beneficiaries, shall be entitled, except as provided by subparagraph (v) below, to receive their respective Combined Contribution Account balances as of the date of termination. Each such Member or surviving spouse of the Member may elect, within 90 days of receiving the statement required by the PBSA, a transfer of the Member's Combined Contribution Account balance in accordance with paragraph 12.01(b). 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 the surviving Spouse or to an account in trust for the Member or the surviving Spouse with a financial institution selected by the Pension Board. A Beneficiary who is not the Spouse of a Member will be paid the entitlement as a lump sum.
- (iii) Recipients of defined benefit pensions that are payable under the provisions of the Plan as was specified prior to the first day of January 1992 shall be entitled to a retirement benefit equal in value to the actuarial value of the defined benefit pension payable as of the date of termination. This entitlement shall be funded from the Defined Retirement Benefit Account.
- (iv) Recipients of Internal Variable Annuities shall be entitled to a total retirement benefit equal in value to the annuity payable under ~~subsection~~subparagraph 8.02(a)(i) as of the date of termination plus the actuarial value of any Supplementary Benefit payable under subsection 8.08 as of the date of termination. This entitlement shall be funded by a pro-rata share of the Internal Variable Annuity Account based on the number of units held by

the annuitant plus supplementary funds drawn as required from the Defined Retirement Benefit Account.

- (v) Members who have attained the age of 65 at the date of termination but have not made an election under subsection 8.02 shall be entitled to a money purchase benefit equal to their Combined Contribution Account balance under [subparagraph \(ii\)](#), or at the Member's option a retirement benefit equal in value to the actuarial value of the Formula Benefit determined under subsection 8.09 as of the date of termination. This entitlement shall be funded by the Member's Combined Contribution Account plus supplementary funds drawn as required from the Defined Retirement Benefit Account.

~~(b) The order of priority for the use of the Defined Retirement Benefit Account shall be as follows:~~

- ~~(i) to pay termination expenses incurred by the Plan;~~
- ~~(ii) to provide entitlements as required by (a)(iii);~~
- ~~(iii) to provide supplementary funds as required by (a)(iv); and~~
- ~~(iv) to provide supplementary funds as required by (a)(v).~~

(b) If any surplus remains in the Defined Retirement Benefit Account after ~~these provisions have been met~~ it has been allocated in accordance with paragraph (a), the available funds shall be distributed according to a non-discriminatory formula adopted by the Pension Board and in accordance with the PBSA.

(c) If, at the Plan termination date, the Defined Retirement Benefit Account is insufficient to provide for all of the defined benefits payable out of that account as determined under subparagraphs (a)(iii), (a)(iv) and (a)(v), the University shall contribute the amounts required to fund those benefits in accordance with the PBSA. If despite the preceding sentence, the assets in Defined Retirement Benefit Account remain insufficient to provide for all of the defined benefits payable out of that account as determined under subparagraphs (a)(iii), (a)(iv) and (a)(v), the assets in the Defined Retirement Benefit Account must be allocated and distributed pursuant to section 135 of the regulations under the PBSA, as amended or replaced from time to time.

SECTION 14 - ~~SECTION 15~~ - MISCELLANEOUS

14.01 Non Alienation

Subject to the PBSA, any benefits which are provided under this Plan shall not be subject in any manner to anticipation, surrender, alienation, sale, transfer, assignment, pledge, encumbrance, charge or given as security and any attempt to anticipate, surrender, alienate, sell, transfer, assign, pledge, encumber, charge or give as security the same shall be void and non-enforceable against the Plan; and, subject to applicable laws, any such benefits shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person who shall be entitled to such benefits, nor shall they be subject to attachment, seizure, execution or legal process for or against such person.

14.02 ~~15.01~~ ~~Information to Members~~ Information Disclosure

- ~~(a) Each Member shall be advised of the general provisions of the Plan, and upon written request addressed to the Pension Board, shall be furnished with any information reasonably requested regarding the Member's status, rights and privileges under the Plan.~~
- ~~(b) Each Member shall be entitled to obtain a copy of the Plan upon request.~~
- ~~(c) Each Member shall be entitled to an annual statement in a form prescribed by the Pension Board on the status of the Pension Fund and of the Member's participation therein.~~

15.02 Resolution of Disputes

- ~~(a) All disputes arising out of, in connection with, or respecting a provision of the Plan relating to:

 - ~~(i) the treatment of surplus assets during the continuation of the Plan; and~~
 - ~~(ii) the allocation of any surplus assets on the winding up of the Plan in accordance with Section 45(2) of the Pension Benefits Standards Act,~~
 shall be referred to and finally resolved by arbitration.~~
- ~~(b) The parties entitled to refer a matter to arbitration pursuant to the provisions of the Plan are those prescribed as parties by the regulations of the Pensions Benefits Standards Act.~~
- ~~(c) Any arbitration brought under the Plan shall be conducted in accordance with the Commercial Arbitration Act of British Columbia and in accordance with the Rules of the British Columbia International Commercial Arbitration Centre (BCICAC) for Domestic Commercial Arbitrations.~~

- ~~(d) The arbitration shall be conducted by a single arbitrator; in the absence of agreement between the parties as to the arbitrator the appointing authority shall be the British Columbia International Commercial Arbitration Centre.~~
- ~~(e) In the absence of agreement between the parties as to procedure, the case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its procedures for cases under the BCICAC rules.~~
- ~~(f) The place of arbitration shall be Victoria, British Columbia, Canada.~~

Each Member and Beneficiary of a deceased Member entitled to benefits under the Plan shall be entitled to receive or request the statements, Plan documents and other information required to be provided or disclosed by the Pension Board in accordance with the PBSA.

14.03 ~~15.03~~ Payments

- (a) ~~(a)~~ If a person elects a lump sum payment or transfer from the Plan, the payment or transfer shall be made within 60 days after the person completes and files with the Secretary to the Pension Board, all documents required to authorize the payment or transfer, including evidence of entitlement. The payment of the entire amount of an individual's entitlement from the Plan shall constitute a complete, final and binding discharge by the Pension Board of all obligations owed by the Plan to an individual and the individual shall thereafter have no right of claim whatsoever against the Plan and, if the individual was a Member, the Member shall for all purposes cease to be a Member of the Plan.

If a payment is in excess of the maximum limit that can be transferred to another plan or to a retirement savings plan registered under the Income Tax Act, then the amount of that payment that is in excess of that maximum limit is exempt from any lock-in restrictions and must be paid in a lump sum.

~~If either:~~

- (b) Despite any other provision of this Plan, if under the Plan a lump sum cash payment may be payable to a person, and the Income Tax Act permits the entire amount of that cash lump sum to be transferred directly to a registered retirement savings plan, that lump sum payment may be transferred to a registered retirement savings plan at the option of the person to whom the lump sum is payable.

14.04 Permitted Unlocking

- (a) Small Benefit

- (i) If the total payable from a Member's Combined Contribution Account ~~does not exceed~~ is less than 20% of the YMPE for the calendar year in which the ~~earlier of death, termination of employment, or pension commencement occurred; or~~ Member terminated his or her Covered Employment, retired or died, or any subsequent year in which the value of the Combined Contribution Account is determined prior to the Member or Spouse's Benefit Commencement Date,
- (A) the Member or surviving Spouse of the Member may elect to receive the value of the Combined Contribution Account in a lump sum; and
- (B) notwithstanding subparagraph (A), the Pension Board reserves the right to compel a Member or surviving Spouse of the Member to take the value of the Combined Contribution Account in a lump sum.
- (ii) If the value of a Retired Member's Variable Benefit Account is less than 20% of the YMPE for the calendar year in which the value of his or her Variable Benefit Account is determined, the Retired Member or surviving Spouse may elect to receive the value of his or her Variable Benefit Account in a lump sum.

(b) Non-Resident

- (i) A Member whose Covered Employment has terminated pursuant to Section 12 or a Spouse entitled to a benefit under subsection 11.01 may elect to withdraw as a lump sum an amount equal to the value of his or her Combined Contribution Account on providing to the Pension Board a statement signed by the Member or Spouse that he or she ~~has been absent from Canada for more than two years and written evidence that the Canada Revenue Agency has confirmed the person's status as a "non-resident" of Canada for the purposes of the Income Tax Act.~~
- (ii) If a Member who wishes to make an election in accordance with subparagraph (i) has a Spouse at the date of such an election, no payments will be made unless the Pension Board has received:
- (A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of his or her entitlement under the Plan, waives that entitlement and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or
- (B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.

(c) Shortened Life Expectancy

- (i) Despite any other provision of this Plan, if a person who has a current entitlement to receive a benefit under the Plan, other than a Retired Member or a surviving Spouse of a Member currently in receipt of any form of lifetime pension under the Plan, has an illness or disability that is certified by a medical practitioner to be terminal or likely to shorten the person's life considerably, that person may elect to:
- (A) convert all or part of the balance of his or her Combined Contribution Account or Variable Benefit Account, as the case may 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 equal to the balance of his or her Combined Contribution Account or Variable Benefit Account, as the case may be, or any lesser amount that the person may select.
- (ii) ~~the monthly benefit payable to a Member at normal retirement, or to a surviving Spouse, according to the normal form, is less than 1/12 of 10% of the YMPE for the calendar year in which the earlier of death, termination of employment, or pension commencement occurred.~~If a Member who wishes to make an election in accordance with subparagraph (i) has a Spouse at the date of such an election, no payments will be made unless the Pension Board has received:

~~the Member, surviving Spouse or former Spouse, as the case may be, may elect to receive the benefit payable from the Plan in a lump sum, or alternatively may transfer the benefit payable from the Plan to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an Insurance Company or other financial institution, in full discharge of all obligations under the Plan.~~

~~If the Member, surviving Spouse, or former Spouse~~

- (A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of his or her entitlement under the Plan, waives that entitlement, and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or
- (B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.

- (iii) ~~has been absent from Canada for two or more years. After any payment pursuant to this paragraph (c), the Member will continue to participate in the Plan. On the Member's subsequent termination of Covered Employment, retirement or death, any payments made with respect to such Member will be reduced to reflect any payments made under this paragraph (c).~~
 - (iv) ~~has become a non resident of Canada as determined for the purposes of the Income Tax Act, and~~
 - (v) ~~completes and files a Certificate of Non Residency and spousal consent form, if the individual is a Member with a Spouse, with the Secretary of the Pension Board;~~
- ~~the benefit payable from the Plan may be paid in a lump sum in full discharge of all obligations under the Plan.~~

14.05 Designation of Beneficiary

(a) A Member's Beneficiary is:

- (i) if he or she has a Spouse who has not waived his or her entitlement in accordance with this Plan text and the PBSA, the Spouse;
- (ii) if he or she has no Spouse, or the Spouse has waived his or her entitlement in accordance with this Plan text and the PBSA, the person(s) designated by the Member or Retired Member; or
- (iii) if he or she has no Spouse, or the Spouse has waived his or her entitlement in accordance with this Plan text and the PBSA and the Member has not designed a beneficiary pursuant to subparagraph (a)(i), or no beneficiary designated pursuant to subparagraph (a)(ii) survives the Member, the Member's estate.

(b) A Beneficiary designation must be filed with the Pension Board in the Prescribed Form.

(c) A Member who has made a designation in accordance with paragraph (a) may alter or revoke the designation by filing with the Pension Board such alteration or revocation in the Prescribed Form, subject to the *Wills, Estates and Succession Act* (British Columbia) in respect of any irrevocable designation.

14.06 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 14.06, such Spouse shall no longer have any other entitlements under this Plan.
- (d) If a Member's benefits are divided as a result of a marriage breakdown, the Member's Credited Service will be reduced by the amount of Credited Service reflected in the Spouse's proportionate share of the benefits in accordance with the requirements of the Family Law Act.

14.07 Ancillary Benefits

The basis upon which ancillary benefits, as defined in the PBSA, will be paid from the Plan is established pursuant to this subsection 14.06 as follows:

- (a) supplementary benefits payable for a temporary period of time are provided in accordance with subsection 8.08 if:
 - (i) the Member has attained age 55 and retired from or terminated his or her Covered Employment such that the Member eligible for retirement benefits under subsection 7.02, has made an election under subparagraph 8.02(a)(i) and is alive on the date as of when the supplementary benefit is calculated under subsection 8.08; or
 - (ii) the surviving Spouse of a Member has made an election under paragraphs 11.01(b) and 8.02(a)(i) and is alive on the date as of when the supplementary benefit is calculated under subsection 8.08; and
- (b) cost of living adjustments are provided in accordance with paragraph 8.11(a) if
 - (i) the Member has attained age 55 and retired from or terminated his or her Covered Employment such that the Member eligible for retirement benefits under subsection 7.02, is in receipt of a Supplementary Benefit in accordance with subsection 8.08 and is alive on the date as of when a cost of living adjustment is made; or
 - (ii) the surviving Spouse of a Member is in receipt of a Supplementary Benefit in accordance with subsection 8.08 and is alive on the date as of when a cost of living adjustment is made; and

- (c) cost of living adjustments are provided in accordance with paragraph 8.11(c) if:
- (i) the Member has attained age 55 and retired from or terminated his or her Covered Employment such that the Member eligible for retirement benefits under subsection 7.02, is in receipt of a Supplementary Benefit in accordance with subsection 8.08 or a Defined Retirement Benefit and is alive on the date as of when a cost of living adjustment is made; or
 - (ii) the surviving Spouse of a Member is in receipt of a Supplementary Benefit in accordance with subsection 8.08 and is alive on the date as of when a cost of living adjustment is made;

~~If the Member has attained age 65 and completes and files a Declaration of Commutable Amount and spousal consent form, if the Member has a Spouse, with the Secretary of the Pension Board, the balance in the Member's Combined Contribution Account may be paid in a lump sum in full discharge of all obligations under the Plan, and the Pension Board recommends and the Board of Governors approves an ad hoc adjustment.~~

SECTION 15 - ~~SECTION 16~~ - TRANSFERS

15.01 ~~16.01~~ Transfer To and From the Money Purchase Plan

- (a) ~~(a)~~ A Member of this Plan whose appointment is changed to an appointment which makes the Member eligible for membership in the Money Purchase Plan shall be required to cease contributions to this Plan and to commence contributions to the Money Purchase Plan on the date that the change in appointment is effective. Credited Service is not accrued within the Money Purchase Plan and no service is transferable from this Plan to that plan. While such person is a member of the Money Purchase Plan, he or she is restricted from making a transfer under paragraph 12.01(b).
- (b) ~~(b)~~ A member of the Money Purchase Plan whose appointment is changed to an appointment which makes the member eligible for membership in this Plan shall be required to cease contributions to the Money Purchase Plan and to commence contributions to this Plan on the date that the change in appointment is effective. Credited Service is not accrued within the Money Purchase Plan and no service is transferable from that plan to this Plan.

15.02 Transfer To and From the Staff Plan

A Member of this Plan whose appointment is changed to an appointment which makes the Member eligible for membership in the Staff Plan shall be required to cease contributions to this Plan and to commence contributions to the Staff Plan on the date that the change in appointment is effective. While such person is a member of the Staff Plan, he or she is restricted from making a transfer under paragraph 12.01(b).

15.03 ~~16.02~~ Transfers into Variable Benefit Accounts

- (a) ~~(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) ~~(b)~~ Any such transfer must be permitted under the Income Tax Act and the ~~Pension Benefits Standards Act~~ PBSA and the funds must originate from an account registered in the name of the Member or former Member.

15.04 ~~16.03~~ Transfers to or from Voluntary Contribution Accounts

- (a) ~~(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) ~~(b)~~ Any such transfer must be permitted under the Income Tax Act and the ~~Pension Benefits Standards Act~~ PBSA and the funds must originate from an account registered in the name of the Member or former Member.
- (c) ~~(e)~~ 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, or an ~~Insurance Company~~ insurance company or other financial institution, of all or part of the funds in the Member's Voluntary Contribution Account. Transfers and payments made under this ~~subsection~~ subsection shall take place at the end of the month next following the month of the Member's election.

SCHEDULE A

**UNIVERSITY OF VICTORIA
COMBINATION PENSION PLAN**

(amended and restated effective September 30, 2015)

CERTIFIED to be a true and complete copy of the text as at September 30, 2015.

Date: _____

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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:

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

"**Actuarial Equivalent**" means a benefit of equivalent value when computed at the rate of interest and on the basis of the mortality or other tables which may from time to time be adopted by the Pension Board.

“**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.

"**Average YMPE**" means, in respect of a year, the arithmetical average of the YMPE for the year and for the two immediately preceding years.

"**Beneficiary**" means, in respect of a Member, the person designated or deemed to be designated as the Member's beneficiary in accordance with subsection 14.05 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.

"**Combined Contribution Account**" means the account that is maintained for the Member to which is credited the Member's required contributions to the Plan together with the University's contributions made on behalf of the Member. Within such account there is a "Post-1992 Contribution Sub-Account" maintained for the Member to which is credited the Member's required contributions to the Plan made in respect of Earnings on and after January 1, 1993 together with the University's regular contributions under subsection 5.01 of the Plan and any amount that may be contributed under subsection 5.02 of the Plan on and after January 1, 1993.

"**Commuted Value**" means, in relation to benefits that a person has a present or future entitlement to receive, a lump sum amount which is the actuarial present value of those benefits computed at the rate of interest and using the actuarial tables adopted by the Pension Board on the recommendation of the Actuary and in accordance with the Income Tax Act and the PBSA.

"**Consumer Price Index**" means the Canada all-items Consumer Price Index as published by Statistics Canada.

"**Continuous Service**" means a Member's uninterrupted period of employment with Victoria College or the University as a member of an employee group eligible for membership in the Combination Plan since his or her last date of hire,

including any Period of Leave or Reduced Appointment, provided that an Approved Leave of Absence or Statutory Leave does not exceed 2 years at any one time.

“**Covered Employment**” means, in respect of a Member, employment for which contributions are being made to the Pension Fund on the Member’s behalf.

"Credited Service" means:

- (a) the years and completed months of Continuous Service as a Member of the Plan (and any Prior Plan) during which required contributions were made to the Plan in accordance with Sections 4 and 5 or in accordance with the provisions of any Prior Pension Plan;
- (b) a Period of Leave or Reduced Appointment or long-term disability that is covered under the University-sponsored long term disability plan during which required contributions were made to the Plan in accordance with Sections 4 and 5; and
- (c) any additional credited service under the Staff Plan or a former employer’s pension plan transferred by a Member prior to 2002 in accordance with the Plan text in force at the time of the transfer;

provided that in respect of periods of absence after December 31, 1990, the aggregate of Credited Service granted for an Approved Leave of Absence and Statutory Leave is limited to a maximum full-time equivalent of 5 years, plus an additional 3 years credited in respect of absences that occur within the 12 month period which commences at the time of the birth or adoption of a child of the Member.

Credited Service does not include service covered by the Money Purchase Plan.

"Earnings" means:

- (a) the amount of regular compensation received by an employee from the University as defined by the Income Tax Act; or
- (b) the amount deemed to be Earnings for a Member
 - (i) on an Approved Leave of Absence who makes contributions pursuant to subparagraph 4.01(b)(i), shall be the amount set out in paragraph (a) that the Member earned immediately prior to his or her Approved Leave of Absence;
 - (ii) on a Sabbatical or Study Leave or Special Reduction of Appointment who makes contributions pursuant to subparagraph 4.01(b)(ii), shall be the amount set out in paragraph (a) that the Member would have earned if he or she did not have a Sabbatical or Study Leave or Special Reduction of Appointment;

- (iii) on a Statutory Leave who makes contribution pursuant to subparagraph 4.01(b)(iii), shall be the amount set out in paragraph (a) that the Member earned immediately prior to his or her Approved Leave of Absence;
- (iv) on a Temporary Reduction of Appointment who makes contributions pursuant to subparagraph 4.01(b)(iv), shall be the amount set out in paragraph (a) that the Member would have earned if he or she did not have a Temporary Reduction of Appointment; or
- (v) on long-term disability who is covered under the University-sponsored long term disability plan and on whose behalf contributions are made to the Plan pursuant to paragraph 4.01(a), shall be the amount determined pursuant to the terms of the University sponsored long term disability plan,

provided that such deemed Earnings shall not exceed the amount of compensation that is prescribed for this purpose by the Income Tax Act.

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

“**Final Average Earnings**” means the average of a Member's Earnings during the 60 consecutive months of Credited Service preceding the Member's retirement, death or termination of employment in which the highest average is attained, or, in the case of a Period of Leave or Reduced Appointment, the Earnings which the Member is deemed to have received.

In the case of Members who have not completed 60 months of Credited Service, their Final Average Earnings shall be based on the average of their Earnings during the months of their Credited Service.

“**Income Tax Act**” means the *Income Tax Act* (Canada) and the regulations prescribed thereunder, as amended or replaced from time to time.

“**Interest**” means the rate of interest calculated on the basis of the average of the yields of 5-year personal fixed term chartered bank deposit rates, determined by reference to the CANSIM Series V122515 compiled by Statistics Canada and available on the website maintained by the Bank of Canada, which average is determined in relation to the most recent period of that length for which the rates are available.

“**Investment Earnings**” mean net gains or losses attributable to the market performance of the assets of the relevant fund or account during the relevant period less any investment and administration expenses payable from such fund or account pursuant to subsection 10.06.

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

“**Money Purchase Plan**” means the University of Victoria Money Purchase Pension Plan.

“**PBSA**” means the *Pension Benefits Standards Act* (British Columbia) and the regulations prescribed thereunder, as amended or replaced from time to time.

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

“**Pension Fund**” has the meaning set out in clause II of the Trust Agreement.

“**Period of Leave or Reduced Appointment**” means an Approved Leave of Absence, Sabbatical or Study Leave, Statutory Leave, Special Reduction of Appointment or Temporary Reduction of Appointment.

“**Plan**” means the University of Victoria Combination Pension Plan, as constituted under the Trust Agreement and this plan text.

“**Prescribed Form**” means the form prescribed from time to time by the Pension Board.

“**Prior Pension Plans**” means all pension plans in effect at the University of Victoria on June 30, 1968.

“**Retired Member**” means a Member of the Plan who has retired and who is receiving benefits directly from the Plan.

“**Retirement Date**” means the day the Member elects to retire pursuant to Section 7 of the Plan.

“**Sabbatical or Study Leave**” means a period of absence from the University approved as such by the University.

“**Special Reduction of Appointment**” means a reduction in the number of hours worked in Covered Employment by a Member, other than a Temporary Reduction of Appointment, that is approved as such by the University.

“**Specified Beneficiary**” means an individual who meets the definition of a specified beneficiary for a particular year in relation to a money purchase provision of a registered pension plan as set out in the Income Tax Act.

“**Spouse**” means, in relation to another person, a person who at the relevant time:

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

but does not include a person who has been allocated a share of the Member's benefit under the Family Law Act unless a subsequent spousal relationship has been established.

"Staff Plan" means the University of Victoria Staff Pension Plan.

"Statutory Leave" means a leave of absence for which the *Employment Standards Act* (British Columbia) requires the University to continue to make contributions in respect of Member on such a leave, if the Member elects to continue to make his required contributions under the Plan.

"Temporary Reduction of Appointment" means a temporary reduction in the number of hours worked in Covered Employment by a Member that is approved as such by the University.

"Trust Agreement" has the meaning set out in clause II of the Trust Agreement.

"Trustee" has the meaning set out in clause II of the Trust Agreement.

"University" means the University of Victoria or the Board of Governors thereof, as the context requires.

"Voluntary Contribution Account" means the account that is maintained for each Member who is making or who has made additional voluntary contributions.

"YMPE" - means, in respect of a calendar year, the "year's maximum pensionable earnings" as defined under the Canada Pension Plan.

SECTION 2 - PENSION FUND: CREATION AND PURPOSE

- 2.01 The Pension Fund shall be established and maintained pursuant to the provisions of this Plan and of the Trust Agreement for the purpose of providing retirement, death and termination benefits for the Members and their Beneficiaries, and for no other purpose whatsoever, save and except administration and investment costs.
- 2.02 All contributions made to or under the provisions of this Plan shall be paid into the Pension Fund, and all disbursements with respect to benefits payable under the provisions of the Plan shall be made from the Pension Fund.
- 2.03 The Pension Fund shall comprise the entire assets of the Plan including those assets derived from contributions, together with all contracts (including dividends, interest, refunds or other sums payable to the Trustees on account of such contracts), all investments made and held by the Trustees, all income therefrom and any other property received and held by the Trustees.
- 2.04 The Trustees are hereby designated as the only persons to receive contributions to the Pension Fund, and the Trustees are vested with all legal right, title and interest in and to the Plan in order that the Trustees may discharge on behalf of the Members under the terms of the Trust Agreement any and all of the uses, purposes and duties set forth in the Trust Agreement.
- 2.05 The Plan was established effective July 1, 1968.
- 2.06 The Plan was amended and restated effective September 30, 2015. Except as otherwise provided herein, or as is necessary to give effect to the terms of this Plan, this Plan applies to Members who terminate, retire or die on or after September 30, 2015. Except as otherwise provided by law, the benefits of a Member who terminated, retired or died prior to September 30, 2015 must, subject to the foregoing exceptions, be determined by the terms of the Plan in force on the date the Member terminated, retired or died.

SECTION 3 - ELIGIBILITY FOR MEMBERSHIP

- 3.01 Each regular (continuing) full-time member of an employee group eligible for membership in the Plan shall, as a term of employment, be a Member of this Plan, effective from the first day of employment. Assistant Teaching Professors are not eligible for membership in this Plan.
- 3.02 An individual who holds a full-time appointment equivalent to those appointments described in subsection 3.01 and 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, even though such grant, fund, or source of revenue may be administered by 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.
- 3.03 If a Member who joins the Plan on the basis of the eligibility requirements in subsection 3.01 or 3.02 subsequently reduces his or her appointment in the same appointment pursuant to which he or she became eligible for membership in the Plan to less than full-time, such Member shall remain eligible for membership in the Plan.
- 3.04 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.
- 3.05 Notwithstanding any other provision of this Section 3, if a Retired Member is re-employed by the University and would otherwise be eligible for membership in the Plan, he or she will continue to receive the pension benefits elected under Section 8 and will not be eligible to become a Member of the Plan.

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; and
- (iii) that percentage of the Member's Earnings which percentage is equal to one-third of the Additional Defined Retirement Benefit Contribution described in subsection 5.04, when the University's contribution is reduced as specified in paragraph 5.01(c).

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

(b) Contributions During Period of Leave or Reduced Appointment

- (i) A Member on an Approved Leave of Absence may elect in the Prescribed Form to make the Member required contributions under paragraph (a) and the University contributions under subsection 5.01 in respect of his or her deemed Earnings during the leave.
- (ii) While a Member is on a Sabbatical or Study Leave or Special Reduction of Appointment, the Member will make the Member required contributions under paragraph (a) in respect of his or her deemed Earnings during the leave or reduction of appointment and the University will make contributions under subsection 5.01 in respect of his or her deemed Earnings during the leave or reduction of appointment.
- (iii) A Member on a Statutory Leave may elect in the Prescribed Form to make the Member required contributions under paragraph (a) in respect of his or her deemed Earnings during the leave, in which case the University must make the contributions under subsection 5.01 in respect of his or her deemed Earnings during the leave.
- (iv) While a Member is on a Temporary Reduction of Appointment, the Member will make the Member required contributions under paragraph (a) in respect of his or her actual Earnings during the Temporary Reduction of Appointment and the University will

make contributions under subsection 5.01 in respect of his or her actual Earnings during the Temporary Reduction of Appointment, and the Member may elect in the Prescribed Form to make additional contributions in respect of the Member required contributions under paragraph (a) and the University contributions under subsection 5.01 on the basis of the difference between his or her actual Earnings and deemed Earnings during the Temporary Reduction of Appointment.

(c) Member Contribution Limit

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

(d) Reduction of a Member's Contributions

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

(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 10.

(ii) If a Member had deemed Earnings in a calendar year in respect of a Period of Leave or Reduced Appointment, he or she cannot make any additional voluntary contributions in that calendar year.

(b) Voluntary Contribution Limit

Notwithstanding paragraph (a), a Member's voluntary contributions shall not exceed in any one year the maximum amount permitted under the Income Tax Act.

4.03 Member Receiving a Benefit

Contributions shall not be made by or on behalf of a Member while that Member is receiving a benefit from this Plan.

SECTION 5 - UNIVERSITY CONTRIBUTIONS

5.01 Contributions to Members' Combined 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) 7.37% of the Member's Earnings that do not exceed the YMPE, pro-rated for the length of the Member's pay period; plus
- (b) 9.0% of the Member's Earnings which are in excess of the YMPE, pro-rated for the length of the Member's pay period; less, at the election of the University,
- (c) that percentage of the Member's Earnings which percentage is equal to one-third of the Additional Defined Retirement Benefit Contribution described in subsection 5.04.

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

5.02 Contributions to the Defined Retirement Benefit Account

In addition to the amount contributed under subsection 5.01, the University shall contribute in respect of all Members an amount that is equal to 1% of the Members' Earnings to the Defined Retirement Benefit Account. At the discretion of the Pension Board acting on the advice of its Actuary, this 1% of Members' Earnings University contribution may, from time to time and in whole or in part, be contributed as an identical percentage of each Member's Earnings to each Member's Combined Contribution Account and/or to the Supplemental Defined Retirement Benefit Account, instead of to the Defined Retirement Benefit Account.

5.03 Contribution Limit

The University's contributions to the Combined Contribution Account in respect of a Member shall not exceed the maximum amount permitted for the year under the Income Tax Act, less the Member's contributions in accordance with subsection 4.01.

On and after January 1, 1994 any reduction in the University's contribution to a Member's Combined Contribution Account from that specified in subsections 5.01 and 5.02 in order to comply with the foregoing limit, shall be contributed to a supplemental benefit arrangement for the benefit of the Member.

No contribution shall be made by the University pursuant to subsections 5.01 and 5.02, unless it is an eligible contribution as defined by the Income Tax Act.

On and after January 1, 2000, if any portion of the contribution under subsection 5.02 is not an eligible contribution to the Defined Retirement Benefit Account as defined by the Income Tax Act, and the Trustees choose not to allocate it to the Members' Combined Contribution Accounts, the University will contribute such ineligible amounts to a supplemental benefit arrangement for the benefit of Members.

5.04 Additional Contributions to the Defined Retirement Benefit Account

At any time while the Plan continues in existence the Actuary may advise that additional contributions beyond the 1% of Members' Earnings specified in subsection 5.02 are required to maintain the Defined Retirement Benefit Account in accordance with the funding policy adopted by the Pension Board. Such additional contributions shall be made by the University in the form of an additional percentage of Members' Earnings and designated as the Additional Defined Retirement Benefit Contribution. Notwithstanding the foregoing, the total contributions made by the University must meet the funding requirements of the PBSA and the Income Tax Act as determined in the most recently filed actuarial valuation report and cost certificate.

5.05 Pension Adjustment Limit

In no event shall the contributions paid in a year to the Member's Combined Contribution Account and Voluntary Contribution Account, under subsections 4.01, 4.02, 5.01 and 5.02, result in a Member's pension adjustment as defined by the Income Tax Act in excess of the limit for the year prescribed by the Income Tax Act.

5.06 Member Receiving a Benefit

The University shall not make contributions in respect of a Member who is receiving a benefit from this Plan.

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 DATES

7.01 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.

With the permission of the University and subject to the PBSA, retirement benefits may be available to a Member who has attained age 55 and who has resigned from Covered Employment but is a part-time employee of the University in a category which provides membership in another University pension plan.

7.03 Benefit Commencement Date

A Member may elect to commence benefits on the first day of any month after the Member becomes eligible for benefits according to subsection 7.02. The date of commencement of retirement benefits is the Member's "Benefit Commencement Date".

7.04 Mandatory Commencement of Benefits

Notwithstanding any other provision of the Plan, the pension benefits to which an individual is entitled under the Plan will commence no later than the latest date allowed by the Income Tax Act.

7.05 Employment Past Normal Retirement Date

If a Member continues his or her Covered Employment after his or her Normal Retirement Date, required contributions shall continue to be made by the Member and the University until the earlier of the date Member retires and November 30th of the year in which the Member reaches the maximum age for which contributions are permitted under the Income Tax Act.

SECTION 8 - RETIREMENT BENEFITS

8.01 Balances Available for Retirement Benefits

The balances in a Member's Combined Contribution Account, Voluntary Contribution Account, and Variable Benefit Account are available to provide a retirement benefit, provided that the Member is eligible under the provisions of subsection 7.02.

8.02 Retirement Benefits Options

A Member may elect to apply the available balance described in subsection 8.01 to a combination of the options listed in paragraphs (a) and (b) below, subject to the approval of the Pension Board:

(a) Options within the Plan:

- (i) Internal Variable Annuity Option to have the amount applied to provide the Retired Member with an annual annuity payable monthly from the Pension Fund. The first monthly annuity payment shall be payable as soon as Investment Earnings are known for the Pension Fund for the month preceding the Member's Benefit Commencement Date, and in any event not later than 30 days following the Member's Benefit Commencement Date. The initial amount of such payment shall be determined by the Pension Board on the basis of the actuarial assumptions as to interest and mortality last adopted by the Pension Board for this purpose at the Member's Benefit Commencement Date. The amount payable will fluctuate annually as determined by the Pension Board, in consultation with the Actuary, due to changes in the values of the assets of the Pension Fund and to the mortality assumptions and experience;
- (ii) Variable Benefit Option to have the amount applied to provide the Member with a variable benefit, payable monthly from the Pension Fund, according to the requirements set out in the Income Tax Act and the PBSA. The total annual payment shall not be less than the minimum specified in the Income Tax Act nor greater than the maximum specified in the PBSA, and payments will begin not later than the latest date allowed by the Income Tax Act. With the approval of the Pension Board, a Member may elect to apply a portion of the balance remaining in the Member's Variable Benefit Account to another option, at which time the variable benefit payments will be recalculated. Payments will cease upon the effective date of the transfer of the entire remaining balance to another option, or upon the later of the end of the month in which the Member dies, or, if there is a Specified Beneficiary, the end of the month in which the Specified Beneficiary dies. Any balance

remaining in the Member's account after the death of the Member and the death of the Specified Beneficiary, if any, will be paid as described in Section 11.

If required under the PBSA, a Member who has a Spouse on his or her Benefit Commencement Date and elects this option must provide the Pension Board with:

- (A) a consent in the Prescribed Form by the Member's Spouse that was signed by the Spouse, not more than 90 days before the Member's Benefit Commencement Date, in the presence of a witness and outside the presence of the Member; or
 - (B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (b) Options external to the Plan include transfer of the amount 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 account contributed after December 31, 1992 plus the Investment Earnings on those contributions, but there is no lock-in requirement for the balance in a Member's account at December 31, 1992 plus the Investment Earnings on that amount after that date.

8.03 Voluntary Contribution Account Benefit

If a Member becomes eligible for benefits under subsection 7.02, he or she may elect to apply the balance of his or her Voluntary Contribution Account as follows:

- (a) to be refunded to the Member as a lump sum, unless such payment is precluded by restrictions attached to the voluntary contributions;
- (b) to be transferred in accordance with any of the options available under paragraph 8.02(b);
- (c) if the Member elects to use his or her Combined Contribution Account to provide a variable benefit under subparagraph 8.02(a)(ii), to have the balance of his or her Voluntary Contribution Account transferred to the Member's Variable Benefit Account;
- (d) if the Member does not elect to use his or her Combined Contribution Account to provide a variable benefit under subparagraph 8.02(a)(ii), but the balance of his or her Voluntary Contribution Account is not less than twice the YMPE, to have the balance of his or her Voluntary Contribution

Account used to establish a Variable Benefit Account to provide variable benefits; or

(e) to a combination of the above options as approved by the Pension Board.

8.04 Minimum Balances

Under the terms of subsection 8.02, a Member may use all or part of their account balances to establish a Variable Benefit Account. If only part of an account balance is used, the initial amount applied to this option must not be less than twice the YMPE and, if the Member subsequently elects to apply part of the balance in the Variable Benefit Account to another option, the remaining balance must not be less than twice the YMPE.

8.05 Default Option

A retiring Member, who fails to make an election under subsections 8.02 or 8.03 prior to, or within 90 days following, the date of eligibility for a retirement benefit and who has not advised the Pension Board of a deferred Benefit Commencement Date, will be deemed to have elected to retain the Member's Combined Contribution Account and the Member's Voluntary Contribution Account, if any.

A Member who has not made the required election before December 1st of the last calendar year that the Member is eligible to hold a retirement savings plan registered under the Income Tax Act 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 Member 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 Member, or to an account in trust for the Member with a financial institution selected by the Pension Board.

8.06 Internal Variable Annuity

The Internal Variable Annuity is the annuity, calculated annually and payable monthly, commencing on the Member's Benefit Commencement Date, as elected under subparagraph 8.02(a)(i), calculated on the basis of a single life annuity with payments commencing on the Member's Benefit Commencement Date.

8.07 Prior Pension Benefit

The Prior Pension Benefit is the annual retirement benefit, payable monthly, commencing on the Member's Benefit Commencement Date under any Prior Pension Plan calculated on the basis of a single life annuity with payments commencing on the Member's Benefit Commencement Date, to which the Member may be entitled.

8.08 Supplementary Benefit

- (a) Under the provisions of subparagraph 8.02(a)(i), the Pension Board will prescribe an annuity option (the Qualifying Option) which qualifies for a Supplementary Benefit payable from the Defined Retirement Benefit Account.
- (b) The Supplementary Benefit is an annual amount, payable monthly, commencing on the Member's Benefit Commencement Date, and is equal to the amount, if any, by which the Formula Benefit, as defined in the appropriate paragraph 8.09(a), (b) or (c), exceeds the sum of the Internal Variable Annuity as defined in subsection 8.06, and the Prior Pension Benefit, as defined in subsection 8.07.
- (c) A Member who has made an election under subparagraph 8.02(a)(ii) and, with the approval of the Pension Board, subsequently elects a benefit under subparagraph 8.02(a)(i) is not eligible for the Supplementary Benefit.
- (d) Members other than those excluded by paragraph (c), are eligible for a Supplementary Benefit as follows. They may qualify for the full Supplementary Benefit defined in paragraph (b) by applying the entire balance of their Combined Contribution Account to the Qualifying Option. Alternatively, they may apply a fraction of the balance, provided that such fraction is not less than three times the YMPE. If the amount applied is a fraction of the entire amount, then the Member qualifies for a reduced Supplementary Benefit equal to the same fraction of the Supplementary Benefit defined in paragraph (b).
- (e) Despite the foregoing, if a Spouse elects an Internal Variable Annuity as described in subparagraph 8.02(a)(i) pursuant to paragraph 11.01(b), he or she is eligible for a Supplementary Benefit on the same terms as set out in this subsection 8.08 in respect of a Member.

8.09 Formula Benefit

- (a) At or following Normal Retirement Date

The Formula Benefit for a Member whose Benefit Commencement Date is at or following their Normal Retirement Date shall be an annual amount equal to the following but not greater than the Maximum Formula Benefit as specified in subsection 8.10:

- (i) For Credited Service on and after January 1, 1966

1.3% of the Member's Final Average Earnings up to the Average YMPE, plus 2.0% of the Member's Final Average Earnings in excess of the Average YMPE;

multiplied by the Member's years of Credited Service on and after January 1, 1966; plus

(ii) For Credited Service before January 1, 1966

2.0% of the Member's Final Average Earnings multiplied by the Member's years of Credited Service before January 1, 1966.

(b) For Benefits Commencing Before Normal Retirement Date

The Formula Benefit for a Member whose Benefit Commencement Date is prior to their Normal Retirement Date shall be the Actuarial Equivalent of the Formula Benefit as calculated under paragraph (a).

(c) For Benefits Payable to a Surviving Spouse

The Formula Benefit for a Spouse who elects an Internal Variable Annuity as described in subparagraph 8.02(a)(i) pursuant to paragraph 11.01(b) shall be the Actuarial Equivalent of the Formula Benefit to which the Member was entitled as of the Member's date of death as calculated under paragraph (a).

8.10 Maximum Formula Benefit

(a) At or following Normal Retirement Date

The Maximum Formula Benefit at or following Normal Retirement Date shall be the annual normal form of lifetime Formula Benefit calculated under paragraph 8.09(a), and shall not exceed the sum of:

(i) the Member's years of Credited Service on and after January 1, 1991 plus the years of Credited Service prior to January 1, 1991, granted after July 1, 1992, multiplied by the lesser of:

(A) \$2,494.44 or such greater amount permitted under the Income Tax Act; and

(B) 2% of the average of the Member's best 3 consecutive years' remuneration from the University;

and

(ii) the Member's Formula Benefit in respect of years of Credited Service earned prior to January 1, 1991 and granted prior to July 1, 1992, to a maximum of 35 years.

(b) For Benefits Commencing Before Normal Retirement Date

If the Member's Benefit Commencement Date precedes the earliest of the day on which:

- (i) the Member will attain age 60;
- (ii) the Member's age plus Continuous Service would have equalled 80; and
- (iii) the Member would have completed 30 years of Continuous Service,

the Maximum Formula Benefit shall be the amount determined in paragraph (a) reduced by 0.25% for each month by which the Member's Benefit Commencement Date precedes that day.

8.11 Annual Adjustment of Formula Benefit and Supplementary Benefit

(a) Annual Adjustment of Formula Benefit

- (i) The Formula Benefit, as described in the appropriate paragraph 8.09(a), (b) or (c), shall be adjusted as at July 1 next following the Member's Benefit Commencement Date and at each succeeding July 1 until benefits cease to be payable.
- (ii) The minimum adjustment in a particular year is zero and the maximum adjustment is 3% of the amount paid immediately prior to the adjustment. If less than 12 months have elapsed since the Member's Benefit Commencement Date, the maximum adjustment is $\frac{1}{4}\%$ for each month that has elapsed from the Member's Benefit Commencement Date to the adjustment date.
- (iii) The adjustment in a particular year shall be calculated as the Formula Benefit including all previous adjustments, adjusted by the percentage change in the value of the Consumer Price Index over the 12 months ending on the immediately preceding March 31, plus or minus any Carry Forward addition or deduction from the immediately preceding year as described in (iv) below and, subject to the limits described in (ii). If less than 12 months have elapsed since the Member's Benefit Commencement Date the change in the value of the Consumer Price Index will be reduced to the amount obtained by multiplying the percentage change by $\frac{1}{12}$ for each month that has elapsed from the Member's Benefit Commencement Date to the adjustment date.
- (iv) If the unlimited adjustment calculated in (iii) exceeds the maximum adjustment described in (ii), the amount by which the unlimited adjustment exceeds the maximum shall be a Carry Forward addition in the subsequent year's adjustment calculation. If the unlimited adjustment calculated in (iii) is negative, this

negative amount shall be a Carry Forward deduction in the subsequent year's adjustment calculation.

(b) Annual Adjustment of Supplementary Benefit

The Supplementary Benefit, as described in subsection 8.08, shall be recalculated and, if payable, adjusted as at July 1 next following the Member's Benefit Commencement Date and at each succeeding July 1 during the Retired Member's lifetime so as to reflect adjustments to the Formula Benefit, the Prior Pension Benefit and the Internal Variable Annuity.

(c) Additional Adjustments

A Retired Member will continue to receive the retirement benefit that the Member elected and as was specified in the Plan at the Member's Benefit Commencement Date.

Notwithstanding the foregoing, ad hoc adjustments to compensate in whole or in part for the effect of inflation, as measured by the Consumer Price Index, in reducing the purchasing power of the retirement benefits of a Retired Member in receipt of the Defined Retirement Benefit or a Supplementary Benefit, as it was defined at the Member's Benefit Commencement Date, may be recommended by the Pension Board and approved by the Board of Governors. Such ad hoc adjustments are subject to the limits prescribed by the Income Tax Act.

8.12 Termination of Membership

The payment of the entire amount of the balance of the Member's Combined Contribution Account, Voluntary Contribution Account, and Variable Benefit Account to the company or companies selected by the Member for the purposes of paragraph 8.02(b) shall constitute a complete, final and binding discharge by the Pension Board of all obligations owed by the Plan to the Member. From the date of the payment of the amount(s), the Member shall for all purposes cease to be a Member of the Plan, and shall thereafter have no right or claim of any kind whatsoever against the Plan.

SECTION 9 - FORMS OF RETIREMENT BENEFIT

9.01 Normal Form

The normal form of retirement benefit under subsections 8.06 and 8.09 shall be equal monthly payments commencing on the Member's Benefit Commencement Date and terminating with the payment made on the first day of the month in which the death of the Retired Member occurs.

9.02 Automatic Form for a Member with a Spouse

For a Member who has a Spouse on the Member's Benefit Commencement Date, the retirement benefit must, except as set out in subsection 9.03, be paid as a joint and survivor annuity which is:

- (a) payable in monthly instalments of a reduced amount for the life of the Member and payable after the Member's death to the Member's Spouse for the life of the Spouse in monthly instalments equal to 60% of the amount that would have been paid if such death had not occurred; and
- (b) the Actuarial Equivalent of the normal form of benefit.

9.03 Waiver of Automatic Form of Retirement Benefit

- (a) A Member may elect to receive a form of retirement benefit that does not comply with subsection 9.02 by providing to the Pension Board:
 - (i) a statement in Prescribed Form by the Member's Spouse that states that the Spouse is aware of his or his entitlement to a joint and survivor pension under subsection 9.02, waives that entitlement and was signed by the Spouse, not more than 90 days before the Member's Benefit Commencement Date, in the presence of a witness and outside the presence of the Member, or
 - (ii) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (b) A Spouse who has validly signed a statement under subparagraph (a)(i) is deemed to be the sole Beneficiary of the Member despite any actual designation of Beneficiary pursuant to subsection 14.05 and any other law relating to such an actual designation.
- (c) Paragraph (b) does not apply if the Pension Board receives:
 - (i) a statement in Prescribed Form by the Member's Spouse that states that the Spouse is aware of his or her entitlement under paragraph (b), waives that entitlement and was signed by the Spouse, before the Member's death, in the presence of a witness and outside the presence of the Member, or

- (ii) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (d) If a Spouse who is deemed to be the Beneficiary by virtue of paragraph (b) does not survive the Member, another person who has actually been designated as the Beneficiary pursuant to subsection 14.05 is the Member's Beneficiary.
- (e) A waiver under subparagraph (a)(i) or (c)(i) of an entitlement to a benefit is void if the Member dies before his or her Benefit Commencement Date.
- (f) Where a Member has elected an optional form of pension that has commenced to be paid, such election shall be final, and in the case of a joint and last survivor form of pension, the joint annuitant may not be changed.

9.04 Election of Optional Forms

In lieu of the normal form of retirement benefit payable according to subsection 9.01 or the automatic form of retirement benefit payable according to subsection 9.02, and subject to the restriction under subsection 9.03, a Member may elect by a proper written request of the Member to the Pension Board, before the Member's Benefit Commencement Date, to receive a retirement benefit in one of the optional forms of retirement benefit provided under the Plan, and the amount of the optional form of the benefit shall be the Actuarial Equivalent of the normal form of benefit described in subsection 9.01.

9.05 Optional Forms of Retirement Benefit

(a) Joint and Survivor Option

A Member may, prior to the Member's Benefit Commencement Date, elect an optional form of retirement benefit that provides a smaller monthly benefit with the provision that upon the Member's death after monthly payments begin there shall be payable a retirement benefit for life to the Member's Spouse as at the Member's Benefit Commencement Date, if living at the time of the Member's death, of 66.7%, 75% or 100% of the benefit payable had such death not occurred.

Further, a Member may, prior to the Member's Benefit Commencement Date, elect an optional form of retirement benefit that provides a smaller monthly benefit with the provision that upon the first death of either the Member or the Member's Spouse as at the Member's Benefit Commencement Date, the amount payable to the survivor shall be 66.7% of the benefit that the Member was receiving just prior to such death.

(b) Life Guaranteed 5, 10 or 15 Years

A Member may, prior to the Member's Benefit Commencement Date, elect an optional form of retirement benefit that provides a smaller monthly benefit with the provision that if, at the death of the Retired Member, payments have not been made for a guaranteed period of 60, 120 or 180 months, as that Member may elect, which nevertheless shall not exceed 15 years, the monthly retirement benefit payments will continue during the remainder of the guaranteed period so elected, or, if the Beneficiary is the Member's estate rather than an individual, the present value of such remaining monthly retirement benefit payments, as determined by the Pension Board, shall be paid in one sum to the executors or administrators of the Retired Member.

(c) Other Optional Forms

A Member may, prior to the Member's Benefit Commencement Date, elect to receive the Actuarial Equivalent of the Member's retirement benefit in any other optional form acceptable to the Pension Board and in accordance with the requirements of the Income Tax Act.

SECTION 10 - FUND ALLOCATION & ADMINISTRATION

10.01 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).

10.02 Accounts

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

- (a) A Defined Retirement Benefit Account to which shall be credited:
 - (i) the University contributions of up to 1% of Members' Earnings as described in subsection 5.02 hereof, and
 - (ii) the University contributions, if any, as described in subsection 5.04, and
 - (iii) Investment Earnings,
 and to which shall be debited
 - (iv) the monthly retirement benefits paid to each Retired Member and joint annuitant who receives benefits under the defined retirement benefit provisions of the Plan as was specified at the Member's Benefit Commencement Date, when this was prior to the first day of January, 1992, and
 - (v) the monthly Supplementary Benefits paid to each Retired Member and joint annuitant who receives benefits under the Supplementary Benefit provisions of subsections 8.08 and 8.11(b), and
 - (vi) ad hoc adjustments paid to Retired Members under the provisions of paragraph 8.11(c).

- (b) A Combined 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-1993 Contribution Sub-Account to which shall be credited the Member's Combined 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 Combined Contribution Account for service after December 31, 1992, plus Investment Earnings.

- (c) 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 15.04, to which shall be credited the Member's additional voluntary contributions, transfers, and Investment Earnings and to which shall be debited lump sum payments and any transfers to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company or other financial institution.

- (d) A Variable Benefit Account for each Member who has elected a benefit under subparagraph 8.02(a)(ii) to which shall be credited
 - (i) that proportion of the Member's Combined Contribution Account balance on the Member's Benefit Commencement Date that the Member elected to be applied to benefits under subparagraph 8.02(a)(ii), and
 - (ii) that proportion of the Member's Voluntary Contribution Account balance on the Member's Benefit Commencement Date that the Member elected under subsection 8.03 to be applied to benefits under subparagraph 8.02(a)(ii), and
 - (iii) Investment Earnings,
 and to which shall be debited
 - (iv) the benefits paid under subparagraph 8.02(a)(ii) including the portion provided from the Member's former Voluntary Contribution Account.

Separate sub-accounts will be maintained for amounts that are subject to lock-in restrictions.

- (e) An Internal Variable Annuity Account to which shall be credited:

- (i) those proportions of the Combined Contribution Account balances on the respective Benefit Commencement Dates of each Member as those Members elected to have applied to an annuity under subparagraph 8.02(a)(i), and
 - (ii) those proportions of the Voluntary Contribution Account balances on the respective Benefit Commencement Dates of each Member, as those Members elected under subsection 8.03 to have applied to an annuity under subparagraph 8.02(a)(i), and
 - (iii) those proportions of the Variable Benefit Account balances of each Member that those Members elected to have applied to an annuity under subparagraph 8.02(a)(i),
- and to which shall be debited
- (iv) the annuities paid under subparagraph 8.02(a)(i), including the portions provided from Members' former Voluntary Contribution Accounts and Variable Benefit Accounts.

10.03 Investment

- (a) The Pension Board shall hold and direct the investment of the Pension Fund in accordance with the requirements of the Income Tax Act and the PBSA.
- (b) The Pension Board shall have the power to invest funds from different classes of accounts in different investment vehicles as it deems appropriate.
- (c) The Pension Fund shall be administered and pooled for investment purposes with the Pension Fund of the Money Purchase Plan.

10.04 Investment Earnings

- (a) The Pension Board shall arrange for a valuation of the assets of the Pension Fund to determine Investment Earnings at the end of each month.
- (b) In determining the Investment Earnings, the Pension Board shall have the power to allocate in an equitable and non-discriminatory manner between the foregoing accounts described in subsection 10.02:
 - (i) the net investment income.
 - (ii) the administrative and investment expenses incurred in the period since the previous allocation. With the approval of the Board of Governors, the Pension Board may allocate a proportionally greater share of the administrative expenses to the Defined Retirement Benefit Account.

- (iii) the net increase or decrease in the value of the assets.
- (c) Investment Earnings shall be credited to each Member's Combined Contribution Account, Variable Benefit Account, and Voluntary Contribution Account based on the balance in each such account at the end of the previous month.

10.05 Valuation of Annuities

The Pension Board shall determine the value of an annuity unit annually and may arrange for more frequent valuations as it deems necessary or desirable. The right of the Pension Board to arrange more frequent determinations of unit values shall be exercised in a non-discriminatory manner.

10.06 Interim Account Values

If a transfer or payment of a Member's Combined Contribution Account, Variable Benefit Account or Voluntary Contribution Account must be made under the terms of the 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.

10.07 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 11 - DEATH BENEFITS

11.01 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 Combined 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 the 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 references to the Member were replaced with Spouse, but without regard for 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 Combined 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 11.01 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 this Plan, if a Spouse waives his or her entitlement under this subsection 11.01, the Spouse is not entitled to receive any benefit by way of a lump sum payment as the Member's Beneficiary.
- (d) Death Benefit Payable to Non-Spouse Beneficiary

If the Member does not have a Spouse at the date of death, or, if the Pension Board receives from the surviving Spouse a waiver pursuant to subparagraph 11.01(c)(i), the death benefit payable under paragraph (a) is payable in a lump sum to the Member's Beneficiary.

- (e) Refund of Voluntary Contributions

If the person entitled to the death benefit is the Member's Spouse, the portion of the death benefit that is attributable to the Member's Voluntary Contribution Account is not subject to lock-in restrictions and may be paid in a lump sum unless such payment is precluded by restrictions attached to the voluntary contributions or transferred to another registered pension plan, a registered retirement savings plan, a registered retirement income fund, or an insurance company or other financial institution .

11.02 Death After Member's Benefit Commencement Date

In the event of the death of a Retired Member who had elected an annuity under subparagraph 8.02(a)(i) the sums payable, if any, shall be in accordance with the form of benefit elected by such Retired Member under Section 9.

In the event of the death of a Retired Member who had elected a benefit under subparagraph 8.02(a)(ii), a death benefit is payable as described in subsection 11.01 as if references to the Combined Contribution Account and Voluntary Contribution Account were replaced with the Variable Benefit Account. Upon the death of a surviving Spouse who is in receipt of benefits under subparagraph 8.02(a)(ii), the balance remaining in the Variable Benefit Account is payable to the Spouse's designated beneficiary or if none to the estate of the Spouse.

11.03 Proof of Death

Payment arising or conditional upon the death of any Member, joint annuitant or any other Beneficiary or upon the continued life of a Member, joint annuitant or any other Beneficiary or upon the happening of any other event or contingency upon which a payment becomes payable shall be made only after receipt by the Pension Board of satisfactory proof of such death or from time to time of such continued life or the happening of such event or contingency, as the case may be.

SECTION 12 - TERMINATION OF COVERED EMPLOYMENT

12.01 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 Combined Contribution 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 Combined 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 Combined 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 15.01(a), 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 Combined Contribution Account contributed after December 31, 1992 plus the Investment Earnings on those contributions, but there is no lock-in requirement for the balance in a Member's Combined Contribution Account at December 31, 1992 plus the 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 elects an option other than one including paragraph (a) above will cease to be a Member and have no further entitlement under the Plan upon such transfer. A Member who fails to make an election of one of the above options within 90 days of receiving the statement required by the PBSA will be deemed to have elected the option in paragraph (a).

12.02 A Member whose Covered Employment is terminated and who elects the option described in paragraph 12.01(a) retains eligibility for a Supplementary Benefit as described in subsection 8.08.

12.03 A transfer under paragraph 12.01(b) or (c) shall be in accordance with the requirements of the Income Tax Act and the PBSA.

SECTION 13 - PLAN AMENDMENT AND TERMINATION

13.01 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.

13.02 Termination

- (a) Further to subclause XV.(2) of the Trust Agreement, and in the event of the termination of the Plan, the Pension Board shall allocate the balances of the various accounts described in subsection 10.02 to Members and Beneficiaries according to the following entitlements:
- (i) Members and Beneficiaries holding Voluntary Contribution Accounts or Variable Benefit Accounts shall be entitled to receive their respective account balances.
 - (ii) Members who have not made an election under subsection 8.02, and their Beneficiaries, shall be entitled, except as provided by subparagraph (v) below, to receive their respective Combined Contribution Account balances as of the date of termination. Each such Member or surviving spouse of the Member may elect, within 90 days of receiving the statement required by the PBSA, a transfer of the Member's Combined Contribution Account balance in accordance with paragraph 12.01(b). 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 the surviving Spouse or to an account in trust for the Member or the surviving Spouse with a financial institution selected by the Pension Board. A Beneficiary who is not the Spouse of a Member will be paid the entitlement as a lump sum.
 - (iii) Recipients of defined benefit pensions that are payable under the provisions of the Plan as was specified prior to the first day of January 1992 shall be entitled to a retirement benefit equal in value to the actuarial value of the defined benefit pension payable as of the date of termination. This entitlement shall be funded from the Defined Retirement Benefit Account.
 - (iv) Recipients of Internal Variable Annuities shall be entitled to a total retirement benefit equal in value to the annuity payable under subparagraph 8.02(a)(i) as of the date of termination plus the actuarial value of any Supplementary Benefit payable under subsection 8.08 as of the date of termination. This entitlement

shall be funded by a pro-rata share of the Internal Variable Annuity Account based on the number of units held by the annuitant plus supplementary funds drawn as required from the Defined Retirement Benefit Account.

- (v) Members who have attained the age of 65 at the date of termination but have not made an election under subsection 8.02 shall be entitled to a money purchase benefit equal to their Combined Contribution Account balance under subparagraph (ii), or at the Member's option a retirement benefit equal in value to the actuarial value of the Formula Benefit determined under subsection 8.09 as of the date of termination. This entitlement shall be funded by the Member's Combined Contribution Account plus supplementary funds drawn as required from the Defined Retirement Benefit Account.
- (b) If any surplus remains in the Defined Retirement Benefit Account after it has been allocated in accordance with paragraph (a), the available funds shall be distributed according to a non-discriminatory formula adopted by the Pension Board and in accordance with the PBSA.
- (c) If, at the Plan termination date, the Defined Retirement Benefit Account is insufficient to provide for all of the defined benefits payable out of that account as determined under subparagraphs (a)(iii), (a)(iv) and (a)(v), the University shall contribute the amounts required to fund those benefits in accordance with the PBSA. If despite the preceding sentence, the assets in Defined Retirement Benefit Account remain insufficient to provide for all of the defined benefits payable out of that account as determined under subparagraphs (a)(iii), (a)(iv) and (a)(v), the assets in the Defined Retirement Benefit Account must be allocated and distributed pursuant to section 135 of the regulations under the PBSA, as amended or replaced from time to time.

SECTION 14 - MISCELLANEOUS

14.01 Non Alienation

Subject to the PBSA, any benefits which are provided under this Plan shall not be subject in any manner to anticipation, surrender, alienation, sale, transfer, assignment, pledge, encumbrance, charge or given as security and any attempt to anticipate, surrender, alienate, sell, transfer, assign, pledge, encumber, charge or give as security the same shall be void and non-enforceable against the Plan; and, subject to applicable laws, any such benefits shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of the person who shall be entitled to such benefits, nor shall they be subject to attachment, seizure, execution or legal process for or against such person.

14.02 Information Disclosure

Each Member and Beneficiary of a deceased Member entitled to benefits under the Plan shall be entitled to receive or request the statements, Plan documents and other information required to be provided or disclosed by the Pension Board in accordance with the PBSA.

14.03 Payments

- (a) If a person elects a lump sum payment or transfer from the Plan, the payment or transfer shall be made within 60 days after the person completes and files with the Secretary to the Pension Board, all documents required to authorize the payment or transfer, including evidence of entitlement. The payment of the entire amount of an individual's entitlement from the Plan shall constitute a complete, final and binding discharge by the Pension Board of all obligations owed by the Plan to an individual and the individual shall thereafter have no right of claim whatsoever against the Plan and, if the individual was a Member, the Member shall for all purposes cease to be a Member of the Plan.

If a payment is in excess of the maximum limit that can be transferred to another plan or to a retirement savings plan registered under the Income Tax Act, then the amount of that payment that is in excess of that maximum limit is exempt from any lock-in restrictions and must be paid in a lump sum.

- (b) Despite any other provision of this Plan, if under the Plan a lump sum cash payment may be payable to a person, and the Income Tax Act permits the entire amount of that cash lump sum to be transferred directly to a registered retirement savings plan, that lump sum payment may be transferred to a registered retirement savings plan at the option of the person to whom the lump sum is payable.

14.04 Permitted Unlocking

(a) Small Benefit

- (i) If the total payable from a Member's Combined Contribution Account is less than 20% of the YMPE for the calendar year in which the Member terminated his or her Covered Employment, retired or died, or any subsequent year in which the value of the Combined Contribution Account is determined prior to the Member or Spouse's Benefit Commencement Date,
 - (A) the Member or surviving Spouse of the Member may elect to receive the value of the Combined Contribution Account in a lump sum; and
 - (B) notwithstanding subparagraph (A), the Pension Board reserves the right to compel a Member or surviving Spouse of the Member to take the value of the Combined Contribution Account in a lump sum.
- (ii) If the value of a Retired Member's Variable Benefit Account is less than 20% of the YMPE for the calendar year in which the value of his or her Variable Benefit Account is determined, the Retired Member or surviving Spouse may elect to receive the value of his or her Variable Benefit Account in a lump sum.

(b) Non-Resident

- (i) A Member whose Covered Employment has terminated pursuant to Section 12 or a Spouse entitled to a benefit under subsection 11.01 may elect to withdraw as a lump sum an amount equal to the value of his or her Combined Contribution Account on providing to the Pension Board a statement signed by the Member or Spouse that he or she has been absent from Canada for more than two years and written evidence that the Canada Revenue Agency has confirmed the person's status as a "non-resident" of Canada for the purposes of the Income Tax Act.
- (ii) If a Member who wishes to make an election in accordance with subparagraph (i) has a Spouse at the date of such an election, no payments will be made unless the Pension Board has received:
 - (A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of his or her entitlement under the Plan, waives that entitlement and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or

- (B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
- (c) Shortened Life Expectancy
- (i) Despite any other provision of this Plan, if a person who has a current entitlement to receive a benefit under the Plan, other than a Retired Member or a surviving Spouse of a Member currently in receipt of any form of lifetime pension under the Plan, has an illness or disability that is certified by a medical practitioner to be terminal or likely to shorten the person's life considerably, that person may elect to:
 - (A) convert all or part of the balance of his or her Combined Contribution Account or Variable Benefit Account, as the case may 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 equal to the balance of his or her Combined Contribution Account or Variable Benefit Account, as the case may be, or any lesser amount that the person may select.
 - (ii) If a Member who wishes to make an election in accordance with subparagraph (i) has a Spouse at the date of such an election, no payments will be made unless the Pension Board has received:
 - (A) a statement in Prescribed Form by the Spouse that states that the Spouse is aware of his or her entitlement under the Plan, waives that entitlement, and was signed by the Spouse, not more than 90 days before the election is made, in the presence of a witness and outside the presence of the Member; or
 - (B) confirmation, in a form and manner satisfactory to the Pension Board, that section 145 of the Family Law Act applies.
 - (iii) After any payment pursuant to this paragraph (c), the Member will continue to participate in the Plan. On the Member's subsequent termination of Covered Employment, retirement or death, any payments made with respect to such Member will be reduced to reflect any payments made under this paragraph (c).

14.05 Designation of Beneficiary

- (a) A Member's Beneficiary is:

- (i) if he or she has a Spouse who has not waived his or her entitlement in accordance with this Plan text and the PBSA, the Spouse;
 - (ii) if he or she has no Spouse, or the Spouse has waived his or her entitlement in accordance with this Plan text and the PBSA, the person(s) designated by the Member or Retired Member; or
 - (iii) if he or she has no Spouse, or the Spouse has waived his or her entitlement in accordance with this Plan text and the PBSA and the Member has not designed a beneficiary pursuant to subparagraph (a)(ii), or no beneficiary designated pursuant to subparagraph (a)(ii) survives the Member, the Member's estate.
- (b) A Beneficiary designation must be filed with the Pension Board in the Prescribed Form.
 - (c) A Member who has made a designation in accordance with paragraph (a) may alter or revoke the designation by filing with the Pension Board such alteration or revocation in the Prescribed Form, subject to the *Wills, Estates and Succession Act* (British Columbia) in respect of any irrevocable designation.

14.06 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 14.06, such Spouse shall no longer have any other entitlements under this Plan.
- (d) If a Member's benefits are divided as a result of a marriage breakdown, the Member's Credited Service will be reduced by the amount of Credited Service reflected in the Spouse's proportionate share of the benefits in accordance with the requirements of the Family Law Act.

14.07 Ancillary Benefits

The basis upon which ancillary benefits, as defined in the PBSA, will be paid from the Plan is established pursuant to this subsection 14.06 as follows:

- (a) supplementary benefits payable for a temporary period of time are provided in accordance with subsection 8.08 if:
 - (i) the Member has attained age 55 and retired from or terminated his or her Covered Employment such that the Member eligible for retirement benefits under subsection 7.02, has made an election under subparagraph 8.02(a)(i) and is alive on the date as of when the supplementary benefit is calculated under subsection 8.08; or
 - (ii) the surviving Spouse of a Member has made an election under paragraphs 11.01(b) and 8.02(a)(i) and is alive on the date as of when the supplementary benefit is calculated under subsection 8.08; and
- (b) cost of living adjustments are provided in accordance with paragraph 8.11(a) if
 - (i) the Member has attained age 55 and retired from or terminated his or her Covered Employment such that the Member eligible for retirement benefits under subsection 7.02, is in receipt of a Supplementary Benefit in accordance with subsection 8.08 and is alive on the date as of when a cost of living adjustment is made; or
 - (ii) the surviving Spouse of a Member is in receipt of a Supplementary Benefit in accordance with subsection 8.08 and is alive on the date as of when a cost of living adjustment is made; and
- (c) cost of living adjustments are provided in accordance with paragraph 8.11(c) if:
 - (i) the Member has attained age 55 and retired from or terminated his or her Covered Employment such that the Member eligible for retirement benefits under subsection 7.02, is in receipt of a Supplementary Benefit in accordance with subsection 8.08 or a Defined Retirement Benefit and is alive on the date as of when a cost of living adjustment is made; or
 - (ii) the surviving Spouse of a Member is in receipt of a Supplementary Benefit in accordance with subsection 8.08 and is alive on the date as of when a cost of living adjustment is made;

and the Pension Board recommends and the Board of Governors approves an ad hoc adjustment.

SECTION 15 - TRANSFERS

15.01 Transfer To and From the Money Purchase Plan

- (a) A Member of this Plan whose appointment is changed to an appointment which makes the Member eligible for membership in the Money Purchase Plan shall be required to cease contributions to this Plan and to commence contributions to the Money Purchase Plan on the date that the change in appointment is effective. Credited Service is not accrued within the Money Purchase Plan and no service is transferable from this Plan to that plan. While such person is a member of the Money Purchase Plan, he or she is restricted from making a transfer under paragraph 12.01(b).
- (b) A member of the Money Purchase Plan whose appointment is changed to an appointment which makes the member eligible for membership in this Plan shall be required to cease contributions to the Money Purchase Plan and to commence contributions to this Plan on the date that the change in appointment is effective. Credited Service is not accrued within the Money Purchase Plan and no service is transferable from that plan to this Plan.

15.02 Transfer To and From the Staff Plan

A Member of this Plan whose appointment is changed to an appointment which makes the Member eligible for membership in the Staff Plan shall be required to cease contributions to this Plan and to commence contributions to the Staff Plan on the date that the change in appointment is effective. While such person is a member of the Staff Plan, he or she is restricted from making a transfer under paragraph 12.01(b).

15.03 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.

15.04 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, or an insurance company or other financial institution, of all or part of the funds in the Member's Voluntary Contribution Account. Transfers and payments made under this subsection shall take place at the end of the month next following the month of the Member's election.

THIS IS THE AGREEMENT BETWEEN THE UNIVERSITY OF VICTORIA AND THE HERINAFTER NAMED TRUSTEES AS REVISED AND ADOPTED ON NOVEMBER 24, 2015.

THIS AGREEMENT made in duplicate the 21st day of May, A.D. 1968,

BETWEEN:

UNIVERSITY OF VICTORIA, a body corporate, pursuant to the Statutes of British Columbia, 1963, Chap. 52

(hereinafter called "the University"),

OF THE FIRST PART,

AND:

JEAN K. PETRIE

GEORGE A. BRAND

STEPHEN A. JENNINGS

DONALD E. LOBB

J. TREVOR MATTHEWS

NEIL A. SWAINSON

ROBERT W. MCQUEEN

T. RENNIE WARBURTON

(hereinafter called "the Trustees"),

OF THE SECOND PART.

WHEREAS certain employees of the University have requested the University to establish a pension plan a true copy of which is attached hereto and marked Schedule "A", including, but not necessarily limited to, regular full-time members of the academic and administrative and academic professional staff of the University, which the University has agreed to do, upon the several terms and conditions hereinafter appearing; and

WHEREAS under such Plan money will be paid to the Trustees (by way of contributions as in the said Plan more particularly set forth) which monies when received by the Trustees will constitute a pension trust fund to be held and administered for the benefit of the Members of the Plan or their properly designated Beneficiaries.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto agree as follows:

NAME

- I. This Trust Agreement establishes the Pension Fund and the Plan, which terms are defined in clause II hereafter.

DEFINITIONS

II. The following words or phrases shall be as defined herein unless the context clearly indicates otherwise.

- (1) "Actuary" - means a person who is a Fellow of the Canadian Institute of Actuaries.
- (2) "Amendment" - means a supplementation, deletion, modification or any other alteration of the Trust Deed or the Plan, as the case may be, other than the termination or the revocation of the said Deed or Plan.
- (3) "Board of Governors" - means the Board of Governors of the University of Victoria.
- (4) "Credited Service" – shall have the meaning set out in Section 1 of the Plan.
- (5) "Income Tax Act" -means the Income Tax Act, Statutes of Canada and the Regulations thereunder, as amended or replaced from time to time.
- (6) "Insurance Company" - means an insurance company licensed to transact business in Canada and authorized to carry on an annuities business in Canada and with which any amount of the Pension Fund may be deposited, or to which any amount of the said Pension Fund may be transferred in order to fund benefits under the Plan.
- (7) "Member" - means a person who is a contributor to the Plan or who has been a contributor to the Plan and has not withdrawn from the Plan or who has been a contributor to the Plan and who is receiving benefits from the Plan.
- (8) "Member Trustee" - bears meaning as defined in subclause IV.(1) of this Trust Deed.
- (9) "Money Purchase Plan" - means the University of Victoria Money Purchase Pension Plan.
- (10) "Pension Benefits Standards Act" - means the Pension Benefits Standards Act, Statutes of British Columbia and the Regulations thereunder, as amended or replaced from time to time.
- (11) "Pension Board" - means the Trustees charged with the general administration and trusteeship of the Plan under the terms of the Trust Deed.

- (12) "Pension Fund" - means the fund established pursuant to the Trust Agreement to which all contributions under the Plan are made and from which benefits and other amounts payable under the Plan are to be paid.
- (13) "Plan" - means the "University of Victoria Combination Pension Plan" established under this Trust Agreement and documented in the Plan text set out in Schedule "A" hereto, as amended from time to time, which provides benefits to certain regular full-time Faculty and Administrative and Academic Professional Staff, Librarians, Management Excluded and Executive Staff, and Physicians appointed by the Board of Governors, but excluding those designated by the Board of Governors as eligible for membership in the Money Purchase or Staff Plans.
- (14) "Spouse" - shall have the meaning set out in Section 1 of the Plan.
- (15) "Staff Plan" - means the University of Victoria Staff Pension Plan.
- (16) "Trust" - means any obligation or duty created by the Trust Agreement and imposed upon the Trustees.
- (17) "Trust Agreement" - means the Trust Deed and the Plan, each as amended from time to time.
- (18) "Trust Company" - means any trust company with which any amount of the Pension Fund may be deposited or to which any amount of the Pension Fund may be transferred under an agency agreement.
- (19) "Trust Deed" - means this trust instrument, as amended from time to time, but not including the Plan or any Amendment thereof.
- (20) "Trustee" - means a member of the Pension Board as such Board is from time to time constituted pursuant to the Trust Deed.
- (21) "University" - means the University of Victoria or the Board of Governors thereof, as the context requires.
- (22) "University Trustee" - bears meaning as defined in subclause IV.(1) of this Trust Deed.

Whenever the singular is used the same shall be construed as meaning the plural whenever the circumstances so require.

The Trust Deed is divided into clauses and subclauses and the Plan into sections and subsections.

References to contributions and contribution limits expressed on a monthly (1/12 of annual) basis shall be construed as meaning the appropriate equivalent amounts in the event that the payroll cycle is changed from monthly to some other period.

FIRST TRUSTEES

III. The University hereby appoints the following eight Trustees:

1. JEAN K. PETRIE - Member of the Board of Governors;
2. STEPHEN A. JENNINGS - Nominee of the Board of Governors;
3. J. TREVOR MATTHEWS - Nominee of the Board of Governors;
4. ROBERT W. MCQUEEN - Nominee of the Board of Governors;
5. GEORGE A. BRAND - Nominee of the Executive of the Faculty Association;
6. DONALD E. LOBB - Nominee of the Executive of the Faculty Association;
7. NEIL A. SWAINSON - Nominee of the Executive of the Faculty Association;
8. T. RENNIE WARBURTON - Nominee of the Executive of the Faculty Association;

all of whom shall constitute the first Trustees of the Trust Agreement until successors to the Trusteeship are appointed in the manner following, and the said Trustees do hereby accept the trusts therein; and do each declare that they jointly and severally will hold, invest and have invested, distribute and administer the Pension Fund and administer the Plan in accordance with the terms of this Trust Deed and of the terms of the Plan; and do agree that they will further have each successor Trustee likewise declare that such Trustee will then hold, invest, and have invested, distribute and administer the Pension Fund and administer the Plan in accordance with the terms of this Trust Deed and the terms of the Plan.

APPOINTMENT, RESIGNATION, REMOVAL AND TERMS OF OFFICE OF TRUSTEES

- IV. (1) The Pension Board shall consist of eight Trustees, four of whom shall be appointed by the Board of Governors of the University (hereinafter called "University Trustees") and four of whom shall be elected by and from the Members of the Plan (hereinafter called "Member Trustees").
- (2) Generally, not more than two of the four University Trustees shall be persons who are Members of the Plan. The Board of Governors of the University may, from time to time if circumstances warrant it, appoint as University Trustees more than two persons who are Members of the Plan. University Trustees shall be appointed or reappointed for terms not exceeding three years unless they are appointed Trustees by virtue of the University office they hold, in which case they shall hold office as Trustees at the pleasure of the Board of Governors.
- (3) The Board of Governors of the University shall at any time by instrument in writing addressed to the particular University Trustee and to the Pension Board, have power to remove such University Trustee and appoint a new Trustee in such Trustee's place and stead. Such new Trustee shall have all the powers, authorities and discretions and may in all respects act as if the Trustee had been originally appointed a Trustee hereunder.
- (4) Member Trustees shall be elected for periods of no more than three years from the first day of January, in such a manner that ordinarily the terms of no more than two Member Trustees expire each year. PROVIDED however that in each case the Trusteeship of the Member Trustees may be sooner terminated as hereinafter more particularly set forth.
- (5) Anything to the contrary notwithstanding, should one or more vacancies occur in the Pension Board for any reason whatsoever, the remaining members of the Pension Board shall have the full power to act and carry out the duties and obligations of the Trust Agreement.

- V. A Trustee shall cease to act and shall be divested of any and all powers hereunder in the following instances:
- (1) If the Trustee resigns and upon the resignation being accepted by the remaining members of the Pension Board;
 - (2) If the term of office of the Trustee expires, and upon a successor Trustee being appointed;
 - (3) If a Trustee becomes of unsound mind;
 - (4) If by reason of illness or other cause the Trustee is unable properly to carry out the duties of trustee;
 - (5) If the Trustee becomes a bankrupt;
 - (6) If by unanimous vote of the remaining members of the Pension Board it is resolved that the Trustee is a person unfit to hold the office of trustee or that the Trustee has or is likely to bring the Pension Board, the Plan, the Trust Deed or the University into disrepute;
 - (7) If the Trustee fails to attend any meeting of the Pension Board during a period of three consecutive months.

VI. (1) University Trustees:

Any vacancy occurring in the University Trustees shall be filled by the University Board of Governors within sixty days of such vacancy occurring.

(2) Member Trustees:

- (a) Any vacancy occurring in the Member Trustees shall be filled at any special or regular election of the Members;
- (b) All Members are eligible to vote for the election of a Member Trustee and the list of such Members eligible to vote shall be as certified by the Secretary of the Pension Board whose decision shall be final;
- (c) The following provisions shall apply in respect to the election of Member Trustees:
 - (i) The Secretary of the Pension Board shall determine the date upon which an election shall be held and give due notice thereof;
 - (ii) No person shall be eligible for election as a Member Trustee unless that person is a Member of the Plan and unless a nomination in writing proposed by two Members of the Plan and accompanied by the written consent of the nominee, has been filed with the Secretary at least forty days before such election;
 - (iii) At least thirty-five days prior to an election the Secretary of the Pension Board, in consultation with the University Secretary, shall mail to each Member eligible to vote a ballot paper containing thereon in alphabetical order the names of all Members duly nominated together with a plain envelope;
 - (iv) Any Member eligible to vote shall vote by placing the Member's ballot paper, sealed in a plain envelope, and by delivering or posting the same to the University Secretary in an envelope addressed to the University Secretary;
 - (v) The ballots shall be counted by at least three members of the Pension Office staff. The Secretary of the Pension Board will normally invite the Faculty Association and/or the Professional Employees' Association to nominate an additional scrutineer.

- (vi) The Pension Board may prescribe such forms, rules and regulations for the conduct of such election as it deems necessary from time to time;
 - (vii) All costs of holding any election as aforesaid shall be a charge against the Pension Fund;
 - (viii) The election of any Member Trustee shall be authenticated, confirmed and certified by the remaining Trustees. The Pension Board may, but shall not be bound to, enquire into or adjudicate upon the propriety or procedure followed in any election. The Pension Board may, in its discretion, refuse to confirm the appointment of a new Member Trustee whose election is in dispute, or who in the opinion of the remaining members of the Pension Board has been improperly elected, and until a new Member Trustee has been confirmed by the remaining members of the Pension Board he or she shall not be empowered to act as a member of the Pension Board.
- (d) Any vacancy occurring during a term of office of a Member Trustee shall be filled within sixty days from the date of such vacancy occurring by the appointment of a Member of the Plan by the Pension Board and such appointee shall hold the position of a Member Trustee until a successor has been confirmed pursuant to subclause (c)(vii) herein;
 - (e) Upon simultaneous vacancies occurring during a term of office of all four Member Trustees, then the remaining Trustees shall constitute a quorum to decide only urgent and immediate matters and to call for and have a special election as soon as may be practicable to fill all Member Trustee vacancies;
 - (f) Upon ceasing to be a Trustee, the Trustee in question shall thereupon be discharged and released of all claims, demands and obligations arising hereunder or under the Plan, save and except for any liability or obligation for any debt or loss as a consequence of a wrongful act or omission, or negligence, on the part of the Trustee;
 - (g) Each new Trustee, before assuming any duties or being vested with any rights or powers of Trusteeship hereunder, shall by instrument in writing confirm and declare that the Trustee accepts the Trusteeship and all obligations of the Trust Agreement, as if the Trustee had been an original appointee hereunder. All Insurance Companies, agencies and institutions and all persons connected with the administration of the Pension Fund and Plan shall be if necessary immediately notified.

MEETINGS AND PROCEDURES OF THE PENSION BOARD

- VII. (1) The first Trustees shall hold a meeting of the Pension Board upon their appointment and shall elect a Trustee as Chair. Subsequently and prior in each year to the mailing of annual statements to Members the Trustees shall hold an annual general meeting of the Pension Board and at such meeting they shall elect a Trustee who shall hold the office of Chair until the next annual general meeting.
- (2) Meetings of the Pension Board shall be held at regular intervals as determined from time to time by the Pension Board. A meeting of the Pension Board may be summoned by the Chair or by any two Trustees acting jointly upon seven days' notice to the Trustees. Notices may be effectively given if delivered to any Trustee or mailed by regular prepaid post to the Trustee at the Trustee's usual mailing address. The Trustees may waive regular notice of any meeting and convene at any time by unanimous consent.
- (3) At any duly constituted meeting of the Pension Board a quorum shall consist of four Trustees, of whom at least one shall be a University Trustee and at least one shall be a Member Trustee, all of whom shall be in office at the time such meeting is held. Any motion, moved at any duly constituted meeting of the Pension Board, at which a quorum is present, shall be decided by a majority vote. In the event of a tie vote occurring in the course of a meeting of the Pension Board, the motion before the Pension Board shall fail. A resolution signed by all Trustees shall be as effective and binding as if passed at a duly convened meeting of the Trustees.
- (4) The Trustees shall appoint a Secretary who shall keep minutes or records of all meetings, proceedings and acts of the Pension Board and such minutes need not be verbatim.
- (5) Without limiting the generality of the foregoing, and subject to the limitations of the terms of the Plan, the Pension Board shall from time to time establish rules for the conduct of its meetings, the performance of its functions and the administration of the Plan, and control the Plan's operations according to its terms and the terms of this Trust Deed, including the power:
- (a) to apply the provisions of the Plan in respect to policy as it relates to an individual according to the true intent and meaning of the Plan and to determine any questions arising in connection with the administration or operation thereof;

- (b) to determine the Credited Service of any Member and to compute the amount of retirement benefit or other sum payable under the Plan to any person;
 - (c) to authorize and direct the disbursement of retirement benefits or other sums under the Plan;
 - (d) to employ such counsel and agents and to obtain such clerical and medical and legal and actuarial services it may deem necessary or appropriate in carrying out the provisions of the Trust Deed and the Plan;
 - (e) to adopt from time to time for the purposes of the Plan and after consultation with its Actuary, such mortality and other tables as it may deem necessary or appropriate for the operation of the Plan;
 - (f) to make valuations and appraisals of the assets held under the Pension Fund and, with the advice of its Actuary, to determine the liabilities of the Plan;
 - (g) to create and disburse reserves from such assets for any purpose, consistent with the Plan.
- (6) The Pension Board shall arrange for an actuarial valuation to be made at periods not to exceed three year intervals. The valuation shall be conducted under the supervision of an Actuary and shall cover the mortality, Credited Service and compensation experience of the Members, joint annuitants and all other Beneficiaries, and shall evaluate the assets and liabilities of the Pension Fund. Upon the basis of the investigation, valuation and recommendations of the Actuary, the Pension Board shall determine such changes in the rate of contributions, or allocation of contributions, or both, to accounts as are necessary.
- (7) Decisions and determinations of the Pension Board, within its powers and not inconsistent with the provisions of the Trust Agreement, shall be binding and conclusive in relation to all interested persons.

ANNUAL MEETING OF MEMBERS

- VIII. The Trustees shall call and convene annually a general meeting of the Members of the Plan at least fifteen, but no more than sixty, days from the distribution of annual statements to Members. The Chair shall act as the chair of the said meeting. In the absence of the Chair a Trustee selected by the Trustees present shall act as chair of the meeting.

POWERS OF THE PENSION BOARD

- IX. (1) The Pension Board shall cause to be invested and re-invested all the principal and income of the Pension Fund without distinction between principal and income in such investments as the Pension Board shall from time to time in its discretion decide and which at the time of investment are not inconsistent with the investment requirements of the Income Tax Act and the Pension Benefits Standards Act.
- (2) The Pension Board shall have and is hereby vested with all and every power, right and authority to enable it to administer and invest the Pension Fund and carry out its obligations and rights under the Trust Agreement, including but without restricting the generality of the foregoing, full power to use and apply the Pension Fund for the following purposes:
- (a) To pay or provide for the payment of all reasonable and necessary expenses, costs and fees incurred by the Trustees in connection with the maintenance and administration of the Pension Fund, and the Plan, including the employment of such legal, actuarial and other expert assistance as the Pension Board in its discretion deems necessary or appropriate in the performance of its duties. PROVIDED however that no part of the Pension Fund shall be used for the personal expenses or compensation of the Trustees except when such expenses are incurred by a Trustee on the business of and approved by the Pension Board.
 - (b) To pay or provide for the payment of all real and personal property taxes, income taxes and other taxes and assessments of any and all kinds, levied or assessed under existing or future laws upon or in respect of the Pension Fund or any money or property forming a part thereof, and to withhold from payments out of the Pension Fund all taxes required by any law to be so withheld.
 - (c) To maintain a reserve for expected administration expenses reasonably anticipated to be incurred.
 - (d) To demand, collect and receive contributions for the purposes of the Plan, including the right to sue in any court of competent jurisdiction and to impose a reasonable penalty upon delinquency in payment of contributions, limited however to such sum as shall reimburse the Pension Fund for the amount of loss incurred by reason of such delinquency together with interest, costs and expenses.

RIGHTS TO THE PENSION FUND

- X. The following provisions shall apply to the rights or interests of any natural person, corporation, or other association in or to the use of the Pension Fund:
- (1) Neither the University, the Members, nor any other persons, any associations or corporations, shall have any right or interest in or to the Pension Fund or any part thereof, save as by this instrument and by the Plan expressly provided, nor shall any persons, associations or corporations have any right to demand payment of any portion of the Pension Fund, save as by the Trust Deed and by the Plan provided. PROVIDED however that nothing herein contained shall impair or derogate from the right of any Member or any person properly claiming by, through or under such Member, to the benefits or rights, specifically provided in the Trust Agreement.
 - (2) Notwithstanding anything contained in the Trust Agreement to the contrary, no part of the corpus or income of the Pension Fund shall be used or diverted to purposes other than for the exclusive benefit of the Members, joint annuitants and other Beneficiaries, except as follows:
 - (a) costs and expenses directly attributable to the administration of the Plan and the Pension Board; or
 - (b) a contribution returned to the contributor where such return is required to avoid the revocation of the Plan under the Income Tax Act; or
 - (c) the execution of a matrimonial property order under the applicable provincial property law to settle the entitlements of a Member's Spouse or former Spouse.

ADMINISTRATION OF THE PENSION FUND

- XI. (1) The administration of the Pension Fund shall be vested wholly in the Pension Board, and for such administration the Pension Board shall, consistent with the purpose of the Pension Fund, have the power to make such arrangements and agreements with persons or corporations as the Pension Board in its sole and complete discretion deems most advantageous.
- (2) The Pension Board is to administer the Plan and in so doing is authorized to appoint from time to time such agents, or such employees of the Plan, as the Pension Board deems necessary to assist in the day-to-day handling of the management of the Pension Fund and administration of the Plan. The Pension Board may appoint or employ any such persons to carry out clerical or administration functions, but always under the direction of the Pension Board.
- (3) In addition to such other powers as are set forth herein or confirmed by law:
- (a) To sell, exchange, lease, convey, grant options or dispose of any property at any time forming a part of the Pension Fund, or the whole thereof, upon such terms as it may deem proper, and to effectuate and deliver any and all instruments of conveyance and transfer in connection therewith;
 - (b) To enter into any and all contracts and agreements, including insurance contracts with Insurance Companies, and trust or agency agreements with Trust Companies, for carrying out the terms of the Trust Agreement and for the administration of the Pension Fund, and to do all acts as it in its discretion may deem necessary or advisable, and such contracts, agreements and acts shall be conclusively binding upon the Members, joint annuitants and all other Beneficiaries;
 - (c) To do all acts according to the true intent and purpose of the Trust Agreement whether or not expressly authorized herein which the Pension Board may deem necessary or proper for the protection of the Pension Fund, and thereto its judgment shall be final;
 - (d) To promulgate such rules and regulations as may in its discretion be deemed proper and necessary for the sound and efficient administration of the Pension Fund and the Plan, provided that such rules and regulations shall not be inconsistent with this Trust Deed or the Plan and which effectuate the provisions of the Plan;

- (e) To keep true and accurate books of account and records of all transactions of the Pension Board; thereto, transactions involving the Pension Fund shall be open for the inspection of any Trustee at any time, and the said Pension Fund shall be audited at least annually by a qualified member in good standing of a recognized professional accounting association selected by the Pension Board;
 - (f) To administer the Pension Fund and the Plan in conformity with the Trust Agreement, as from time to time amended, and in conformity with the Income Tax Act and the Pension Benefits Standards Act.
- (4) The Pension Fund shall be administered and pooled for investment purposes with the Pension Fund of the Money Purchase Plan.

EXECUTION OF INSTRUMENTS

- XII. All cheques, drafts, vouchers or other withdrawals of money from the Pension Fund, and the transfer of any property or security of the Pension Fund, shall be executed or signed by such persons as the Pension Board may by general or specific resolution decide, and failing a resolution specifying the signatories, shall be signed by the Chair and the Secretary, or any two Trustees.

LIMITATION OF LIABILITY

XIII. The Trustees shall not be liable for any loss arising out of any error of judgment or any act or omission in the administration of the Pension Fund; nor shall they be personally liable for any liability or debt of the Pension Fund contracted by them in pursuance of the powers contained in the Trust Agreement, or for the non-fulfillment of any contract; nor shall they be liable for any application of any part of the Pension Fund, or for any liability arising in connection with the administration or the existence of the Pension Fund. PROVIDED however that nothing herein contained shall exempt the Trustees or any Trustee for any liability that would otherwise have been incurred by the Trustees or Trustee consequent upon a wrongful or negligent act or omission on the part of the Trustees or any Trustee.

The University shall not be liable for the failure of the Trustees to secure the benefits contemplated herein for any Member, joint annuitant or any other beneficiary or for any default or neglect of the Trustees.

MISCELLANEOUS

- XIV. (1) No person, partnership, corporation or association dealing with the Trustees shall be obligated to see to the application of any funds or property of the Pension Fund or to see that the terms of the Trust Agreement have been complied with or be obliged to enquire into the necessity or expedience of any act of the Trustees.
- (2) The Trustees may seek judicial protection by any action or proceeding they may deem necessary to settle their accounts, and may obtain a judicial determination or declaratory judgment as to any question of construction of the Trust Agreement or direction as to any matter thereunder. Any such determination, declaration or direction shall be binding upon all parties to or claiming under the Trust Agreement.
- (3) The costs and expenses of any action, suit or proceeding brought by or against the Trustees or any of them (including counsel fees) shall be paid from the Pension Fund, except in relation to matters as to which it may be adjudged in such action, suit or proceeding that a Trustee or the Trustees were liable for a wrongful act or omission, or negligence in the performance of their duties hereunder.
- (4) Each person employed by the Trustees, as well as the Trustees themselves, who may be engaged from time to time in handling the monies of the Pension Fund shall be bonded by a duly authorized surety company for such sum as the Trustees from time to time shall determine. The cost of premiums for such bonds shall be paid out of the Pension Fund.
- (5) The Trustees may purchase for and on behalf of each Trustee liability insurance so as to provide a reasonable and adequate coverage in respect of the duties and obligations imposed upon the Trustee by the Trust Agreement. The cost of such premiums shall be paid out of the Pension Fund.
- (6) The fiscal year of the Pension Fund shall end on the 31st day of December in each year.
- (7) The Trustees, within one hundred and fifty days following the end of the fiscal year, shall account and issue a statement of the Pension Fund, a copy of which shall be sent to the Board of Governors.
- (8) As and when required by the Pension Benefits Standards Act, the Trustees shall send out statements to Members and any other individuals who are entitled to such information under the Pension Benefits Standards Act.

AMENDMENT AND TERMINATION

XV. (1) Amendment:

The Pension Board may, with the written consent of the Board of Governors, at any time and from time to time amend the Trust Agreement or either part thereof, PROVIDED that no such Amendment of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members, joint annuitants and other Beneficiaries under the Plan. And PROVIDED further that no Amendment shall be made to increase a Member's contribution rates over those provided for in subsection 4.01 of the Plan without an affirmative vote of a majority of Members voting, upon thirty days' notice given for such purpose by mail, together with the specific consent of the University.

(2) Termination:

The Board of Governors, together with the affirmative vote of the majority of Members who vote, upon thirty days' notice first given by mail to each Member, may thereupon terminate the Trust Agreement or either part thereof in such manner as may have been set forth in the thirty days' notice and such termination shall take effect upon written notice of the resolution of the Board of Governors and the said affirmative vote being given by the University to the Pension Board, PROVIDED that no such termination of the Trust Agreement or part thereof shall result in any part of the assets of the Pension Fund being paid to the University, or otherwise used or diverted, for purposes other than the exclusive benefit of Members, joint annuitants and other Beneficiaries under the Trust Agreement. In the event of termination the Trustees shall:

- (a) Make provision out of the Pension Fund for the payment of expenses incurred up to the date of termination of the Trust Agreement and the expenses incident to such termination;
- (b) Pay to any Insurance Company or Trust Company the balance, if any, of the assets of the Pension Fund remaining in the hands of the Trustees, which assets are due to said Insurance or Trust Company under the provisions of the Trust Agreement;
- (c) Arrange for a final audit and report of their transactions and accounts for the purpose of terminating their trusteeship;
- (b) Make final determinations as to the amounts owing to the Members, joint annuitants and all other Beneficiaries as required under the Plan that is in existence at the date of termination of the Trust Agreement; and

- (e) Pay and distribute according to the provisions of the Plan.
- (3) Upon termination of the Trust Agreement, the Board of Governors being fully satisfied that all matters relevant to the termination of the Plan have been done shall grant to the Trustees a release and discharge which shall be binding upon all or any person or persons having any interest under the Trust Agreement.

EFFECTIVE DATE AND COUNTERPARTS

XVI. This instrument, being the Trust Agreement, and an Amendment to the agreement and Schedule A thereto (the Plan) dated the twenty-first day of May, 1968, between the University and the Trustees,

- (1) shall have effect as of September 30, 2015; and
- (2) may be executed in one or more counterparts, each of which upon execution is to be deemed an original, and all such counterparts together with the true original shall constitute one and the same instrument.

IN WITNESS WHEREOF the University of Victoria has caused this instrument to be executed by its officers thereunto duly authorized and its seal to be hereunto affixed, and the Trustees have hereunto set their hands and seals, as of the day and year first above written.



University
of Victoria

SUBMISSION TO THE UVIC BOARD OF GOVERNORS

FOR DECISION

November 12, 2015

To: Operations and Facilities Committee

From: Valerie S. Kuehne
Vice-President Academic and Provost

A handwritten signature in blue ink that reads "Valerie S. Kuehne".

cc: President and Vice-Chancellor

Meeting Date: November 23, 2015

Subject: Proposal for New Department of Civil Engineering

Basis for Jurisdiction: University Act, Section 27 (i)
Senate Committee on Planning terms of reference
Senate

Strategic Relevance: The University's success is dependent on the ability to provide rich, relevant and diverse quality programs that demonstrate societal need and value, meet student demand and faculty expertise. Since the approval of the Civil Engineering Program in 2012, demand for the civil engineering program has been strong. To facilitate the ongoing success of the program, the time is right for the establishment of the new department of civil engineering which will provide the required administrative leadership and structure in support of our strategic plan objective 12 of ensuring that programs are of the highest quality.

Previous Consultation: Senate Committee on Planning meeting October 8, 2015

Recommendation:

THAT the Operations and Facilities Committee recommend to the Board of Governors that the Board of Governors approve the Proposal for a new Department of Civil Engineering effective immediately.

Background:

Resource Plan for University of Victoria, Board of Governors

1. Overview/nature of the academic program

The undergraduate Civil Engineering program (BEng) was approved by the University of Victoria and the Ministry of Advanced Education in 2012. Demand for the program has been strong among applicants to engineering, as well as with many college partners with whom we have established partnership agreements. The BEng program was initially housed within Mechanical Engineering, but the intent was to have a separate department once student enrollment was demonstrated. The new Department of Civil Engineering will have a compliment of 15 FTE's. Proposals for associated MA and PhD programs in Civil Engineering will be forthcoming.

2. Alignment with the university's mission and strategic plan

Objective 1: To be a diverse, welcoming learning community, with a demonstrated commitment to equity and fairness.

The Engineering student population at UVic has traditionally shown low gender diversity. By offering programs in Civil Engineering and Biomedical Engineering we have increased gender diversity by a factor of two, as measured by the percentage of female students entering first year engineering. Female participation in engineering programs across Canada is indicated in Table 1.

Table 1: Participation rates of female students by program in Canada (Engineers Canada 2013)

Program	% Female Students
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Mechanical	10.9
Computer	10.8

Prior to the Faculty of Engineering program expansion of 2012 the engineering disciplines in our program offerings were Computer, Electrical, Mechanical and Software, the disciplines with the lowest gender

diversity nationally. The establishment of the Civil and Biomedical Engineering programs has increased the gender diversity of the student body at UVic and will continue to increase it as these programs grow. The new Civil Engineering department will increase the profile of the Civil Engineering program and support its *continued growth and development*.

Objective 3: To continue to increase the number of Indigenous students graduating from all faculties at UVic, building on our commitment to and our unique relationship with the First Peoples of Canada.

Civil Engineering offers a pathway for quality employment and leadership in the resource industries and in building and operating infrastructure, areas of interest to aboriginal students. A goal of the department is to 'address housing and infrastructure challenges associated with remote and aboriginal communities.' This goal will be met through research expertise and course exercises. Existing Civil Engineering faculty have aspirations to participate in this area, already adding research expertise in the following areas that will support the aboriginal communities in our area of influence: sustainable urban development of water resources, climate change impacts, pollutant dispersion modelling in rivers and nearshore regions, Energy efficient buildings, high performance thermal insulations, hygrothermal properties of construction materials, moisture management in building envelopes, wood-frame constructions, novel and/or bio-based construction materials, technologies for retrofitting building envelope and structures, groundwater footprints and sustainability; mega-scale groundwater systems; groundwater recharge and discharge; fluid flow around geologic structures. As the faculty grows to full strength, they anticipate including graduate and undergraduate laboratory activities in and that support our remote and aboriginal communities.

Although this new department is not expected to explicitly hold seats in its 2nd year admission for underrepresented groups, such as female and aboriginal students, the faculty has begun discussion of holding seats in the 1st year admission to the beginning (general year) of the Bachelor of Engineering programs. Support for aboriginal students in the programs through program advisor and a new advising position that is being added to specifically to support international and aboriginal students in the faculty's programs.

Objective 12: To ensure that our undergraduate and graduate programs of teaching and learning are the highest quality, responsive to intellectual developments and student needs, inclusive, and organized around best practices in teaching and learning.

There is a clearly demonstrated student demand for access to Civil Engineering degree programs in BC, with BC employers importing about half of their new recruits from other jurisdictions. By establishing a department we will be better able to address this demand with quality programs, and create opportunities for BC students, especially Vancouver Island students.

Best practices in teaching and learning include a movement away from traditional lecture led courses allowing for student activities that include opportunities for additional learning engagement. All engineering undergraduate programs in the faculty, including the Civil program, include four mandatory co-operative education terms and significant instruction and assessment (by our NSERC design chair) of design learning outcomes. In addition, the Civil Engineering undergraduate program has been designed to include project-based learning throughout the curriculum.

Objective 29: To engage the community through programs and activities that meet the mandate of the university and the needs of the community.

The Civil Engineering program will enable the university to engage in new ways with municipalities (wastewater treatment), the provincial government (groundwater) and the construction sector (net zero buildings), especially on Vancouver Island. Civil Engineering coop students, from the new program that will form the basis of the new department, have been welcomed by employers throughout our community.

The impact on the Vancouver Island economy of locally trained engineers has been profound. When the Faculty of Engineering - who's offering was established 25 years ago as a high-tech faculty - there were just 9 technology companies on Vancouver Island. Now - 25 years later - there are more than 900 technology companies. The technology industry is now the largest industry on the Island. These companies, mainly *small, are disproportionately populated by UVic engineers.*

Objective 37: To optimize the use of our human, financial, physical and information resources.

By growing the Faculty of Engineering we can offer the students more choices, more electives, more diverse projects, at lower cost through economies of scale. As a result of program expansions since 2012 the undergraduate engineering student population has grown significantly and is having an effect on the upper level courses throughout the faculty. The expanded student cohorts are now moving into and filling previously available classroom and laboratory spaces in 3rd and 4th year courses. Some of the courses and laboratory spaces required by the new Civil Engineering program have been provided by the existing programs. Others have been accommodated in spaces vacated by others (E-Hut, Ian Stewart). It is anticipated, however, that the demands of the Civil Engineering programs and research activities will provide a compelling case for capital expansion. The University's Five Year Capital Plan (http://www.uvic.ca/financialplanning/assets/docs/FiveYearCapitalPlan2014_%202015.pdf) identifies Engineering as a priority area for expansion (cf. p. 10).

3. Senate/academic considerations

A stand-alone department is needed to provide academic leadership for the undergraduate Civil Engineering program, and to assist with recruiting outstanding academics as faculty members. Consistent with the University's vision of itself as a research intensive university where faculty members in Civil Engineering will carry out research and supervise graduate students in the discipline. The Civil program is presently managed as a distinct program in the Mechanical Engineering department, which is a different academic discipline. Establishment of the new Department of Civil Engineering will provide the necessary and appropriate administrative and academic oversight of this component of the Faculty of Engineering.

4. Demand and availability

Student demand for university places in Civil Engineering exceeds capacity in BC, as indicated by the very high admission cut-off (>90%) at UBC, the only university in BC that offers Civil Engineering as direct entry from high school. The second year class size of the Civil Engineering undergraduate program at UVic is 59 in 2015.

5. Resource implications (including resource plan, revenue and expenditure implications)

The VPAC and Provost has approved a three year plan that includes the hiring of 9 additional Civil Engineering faculty members, to bring the Civil Engineering faculty complement up to 15 in 2018, together with additional staff members and non-salary budget. The Faculty of Engineering enrolment target (EETs) will increase in parallel with the increase in faculty numbers.

6. Other relevant factors (including impact and outcomes)

The Civil Engineering graduate program will complement existing UVic programs in Earth and Ocean Sciences and Environmental Studies, among others. Strong support has been received from BC companies that employ Civil Engineers, and Civil coop students have had good success in finding suitable placements in their field. Support for research programs is expected to be available from industry as well as municipal, provincial and federal governments. Our goal is to create the greenest Civil Engineering program in Canada by emphasizing principles of sustainability in our teaching/learning and research, and attract top graduate students from across Canada and internationally.

Attachment(s): Proposal for new Department of Civil Engineering submitted to Senate November 6, 2015.



University
of Victoria

Associate Vice-President Academic Planning

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MEMO

Date: October 21, 2015
To: The Secretary of the Senate
From: Dr. Catherine Mateer, Chair, Senate Committee on Planning
Re: **Proposal to establish a Department of Civil Engineering at UVic**

At its meeting of 8 October 2015, the Senate Committee on Planning discussed and approved the request for a Department of Civil Engineering, subject to inclusion of the revisions proposed by the SCP on that date. The following motion is recommended:

That Senate approve and recommend to the Board of Governors that it also approve, subject to funding, the establishment of New Department of Civil Engineering at UVic, as described in the document "Proposal for the Establishment of a Department of Civil Engineering", dated October 14, 2015.

:mam

Committee Membership:

Dr. Catherine Mateer, Chair
Ms. Lauren Charlton
Dr. Stan Dosso
Mr. Alexander Kovalchuk
Dr. Reuven Gordon
Ms. Carrie Andersen
Dr. David Castle
Dr. Maureen MacDonald
Dr. Jason Colby
Dr. Merwan Engineer
Dr. Patrick Nahirney
Ms. Jessica Gelowsky, Secretary

Dr. Valerie S. Kuehne
Dr. Sang Nam
Dr. Catherine McGregor
Dr. Victoria Wyatt
Dr. Anne Bruce
Dr. Ann Stahl
Mr. Philip Schrod
Dr. Andrea Giles
Dr. Stephen Evans
Ms. Gillian Calder
Dr. Ralf St. Clair

PROPOSAL FOR THE ESTABLISHMENT OF
A DEPARTMENT OF CIVIL ENGINEERING

Faculty of Engineering
University of Victoria

October 14, 2015

Contact: Tom Tiedje, PhD, PEng, FRSC, FCAE
Dean of Engineering
engrdean@uvic.ca, 250 721-8611

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Appendices

- A) Business Plan
- B) Proposal for BEng in Civil Engineering
- C) Proposal for MASc in Civil Engineering
- D) Proposal for PhD in Civil Engineering
- E) Letters of support for BEng program

PROPOSAL FOR THE ESTABLISHMENT OF A DEPARTMENT OF CIVIL ENGINEERING

Faculty of Engineering

University of Victoria

1. IDENTIFICATION OF NEW DEPARTMENT

Name of Department	Department of Civil Engineering
Location	Faculty of Engineering, University of Victoria
Start Date	January 1, 2016
Contact Person	Tom Tiedje, PhD, PEng, FRSC, FCAE, Dean, Faculty of Engineering Tel: 250 721-8611 email: engrdean@uvic.ca

2. AIMS GOALS AND OBJECTIVES

Background

Civil Engineering derives its name from ‘civilian’ as opposed to military engineering, and is the branch of engineering which addresses the interaction between a civil society and the natural environment. Engineers apply scientific principles to the design, analysis and maintenance of technologies for use in Canadian society, ensuring practicality, reliability and safety. Civil Engineers design and construct roads, bridges, buildings, dams, transportation and water infrastructure. As the first civilian professional engineering discipline ever introduced, the Department of Civil Engineering plays an irreplaceable role and functions as a core academic unit within the Faculty of Engineering in most North American universities. The Department of Civil Engineering normally covers a number of closely related sub-disciplinary areas as mutually supportive elements, including structural engineering, material engineering, geotechnical engineering, transportation engineering, water resources engineering, environmental engineering, offshore engineering, etc. To address the unbalanced and incomplete engineering discipline deficiency in the Faculty of Engineering at UVic, to answer the urgent need from the province and the pronounced demands from students, the Civil Engineering B. Eng. program was established at UVic three years ago. The first Civil Engineering class will graduate in 2017.

With the high demands from the students and the community, the emerging MASc and PhD programs, and the coming accreditation review from the Canadian Engineering Accreditation Board in January 2017, it becomes critical to establish the Department of Civil Engineering now.

A major challenge for society in the future will be to follow the principles of sustainability and a low carbon society while minimizing the environmental footprint. Through new concepts such as smart cities and green buildings, it will be possible and essential to redesign and rebuild our infrastructure. The Department of Civil Engineering, as an independent academic unit, will take the lead and effectively collaborate with many other sister departments in the Faculties of Engineering, Sciences, Social Sciences, Business, and Law etc. in meeting this challenge. The traditional cost-versus-benefit analysis that has been used in engineering design is being replaced by a triple bottom line – social, environmental, and financial performance. Sustainability figures strongly in this analysis.

Goal of this Document

The goal of this document is to describe the need for a new department, Civil Engineering, in the Faculty of Engineering. To efficiently stage and unfold the new professional engineering program, the Civil Engineering program has been hosted, in its incubation, in the Department of Mechanical Engineering, even though the Civil Engineering program is not a natural fit in the department. The Civil Engineering undergraduate program has proven to be very popular with students and the graduate programs are being established. With rapid increases in the numbers of the undergraduate and graduate students, and of faculty and staff, it is time now to form the independent academic unit.

The existence of Civil Engineering as an independent academic unit is the standard setting in universities throughout Canada and most of the world, reflecting distinctly different fields with their own cultures, curricula, research areas, professional associations, careers/employment, etc.

In the coming two years the faculty component that supports the Civil Engineering programs will triple to 15, and all indications are that this department is poised for growth beyond that time. The spring 2015 budget letter provides for faculty, staff and operation of this new department.

Identification as a distinct department is critical for faculty recruitment and retention – civil engineering faculty would not be able to function adequately, building research programs and carry out graduate student supervision, professional practice and curriculum development without an independent department. The distinct department is also critical for future recruitment of undergraduate and graduate students, who seek an established location for this historic branch of Engineering. In addition, there is not capacity to manage the requirements of the distinct civil engineering program within the Mechanical Engineering administrative structure.

In spring 2017, the Civil Engineering undergraduate program will undergo its first accreditation by the Canadian Engineering Accreditation Board. This accreditation is a necessity for any Canadian engineering programs. Those that are not successful, over the long term, are unable to recruit students because the graduates will not be able to practice in the Engineering profession. Preparing for accreditation is an onerous activity that requires demonstration of appropriate curriculum, evaluation of the teaching faculty, and institutional support. The existing Mechanical Engineering department is unable, in its current form, to support both of these programs through accreditation cycles, and we feel the accreditation of both programs could be at risk if the current situation continued.

Mission Statement

The mission of the University of Victoria Civil Engineering Department will be to deliver quality outcomes in undergraduate and graduate education in Civil Engineering, to carry out high impact research in the discipline, and to serve the profession. Considerations of sustainability will be integral to all of the department's activities. The World Council on Environment and Development defines sustainability as: "Development that meets the needs of the present without compromising the ability

of future generations to meet their own needs.” In carrying out its mission the department will create career and personal growth opportunities for graduates, support economic growth in BC, help protect the environment, and contribute to a more sustainable society.

Distinctive Characteristics

The Department of Civil Engineering at the University of Victoria will:

- Embed considerations of sustainability in all aspects of its activities
- Adopt an integrated and systems perspective to Civil Engineering education and practice, including project based learning
- Include research activities that set it apart from other universities (e.g. building science)
- Address housing and infrastructure challenges associated with remote and aboriginal communities
- Include a mandatory coop component in the undergraduate program

Current Status

The University of Victoria’s Senate approved an undergraduate Bachelor of Engineering program in Civil Engineering in 2012. The proposal is available at https://docs.engr.uvic.ca/docs/documents/CEE_Proposal_5Jan2012_V2-1.pdf.

During the initial phase this program is being run by the Department of Mechanical Engineering. The first students entered the program, at the second year level from the common first year student group, in September 2013 and will begin graduating in 2017. Proposals for graduate level MAsC and PhD programs are in progress (https://docs.engr.uvic.ca/docs/documents/MASc_CIVE_Proposal_July2015.pdf and https://docs.engr.uvic.ca/docs/documents/PhD_CIVE_Proposal_July2015.pdf).

By establishing a department of Civil Engineering we are strengthening the ability of the university to attract students and faculty into the discipline of Civil Engineering, one of the largest engineering disciplines. In fact by offering a broader range of disciplinary choices in a transparent manner with a new department, we will make the Faculty of Engineering a more attractive choice for any entering student who is uncertain about in which program she or he has most interests.

The desire, on the part of community stakeholders, for a strong Civil Engineering program on Vancouver Island is clear from the letters of support received from community members in support of the undergraduate program proposal. (Copied in appendix A.)

Anticipated Contributions to the Strategic Plan of the University

The strategic plan of the University of Victoria from 2012, *A Vision for the Future – Building on Excellence*, articulates a vision “to be the university of choice for outstanding students faculty and staff” and a mission of “to promoting the development of a just and sustainable society through our programs of education and research”. The Civil Engineering department will contribute to sustainability in ways that other parts of the university cannot, in the built environment of urban and rural design. Sustainability is a core value throughout the Civil Engineering program.

In addition the Civil Engineering Department will contribute to several of the objectives listed in the strategic plan.

Objective 1: To be a diverse, welcoming learning community, with a demonstrated commitment to equity and fairness.

The Engineering student population at UVic has traditionally shown low gender diversity. By offering programs in Civil Engineering and Biomedical Engineering we have increased gender diversity by a factor of two, as measured by the percentage of female students entering first year engineering. Female participation in engineering programs across Canada is indicated in Table 1.

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By growing the Faculty of Engineering we can offer the students more choices, more electives, more diverse projects, at lower cost through economies of scale. As a result of program expansions since 2012 the undergraduate engineering student population has grown significantly and is having an effect on the upper level courses throughout the faculty. The expanded student cohorts are now moving into and filling previously available classroom and laboratory spaces in 3rd and 4th year courses. Some of the courses and laboratory spaces required by the new Civil Engineering program have been provided by the existing programs. Others have been accommodated in spaces vacated by others (E-Hut, Ian Stewart). It is anticipated, however, that the demands of the Civil Engineering programs and research activities will provide a compelling case for capital expansion. The University's Five Year Capital Plan (http://www.uvic.ca/financialplanning/assets/docs/FiveYearCapitalPlan2014_%202015.pdf) identifies Engineering as a priority area for expansion (cf. p. 10).

3. AREAS OF SPECIALIZATION AND EVIDENCE OF ADEQUATE FACULTY COMPLEMENT

The first year of the engineering undergraduate program is common to all engineering disciplines and consists primarily of science (including Computer Science) and English courses. Instructors are in place in the first year program and no growth in the size of the first year engineering program is anticipated in the foreseeable future. It is anticipated that faculty members in the Civil Engineering program will engage with the first year design and mechanics courses, taking over from ECE and Mechanical faculty members once a critical mass of Civil Engineering faculty are available. The second year of the program includes courses from Mechanical Engineering, Mathematics and Geography as well as CIVE.

Civil Engineering faculty will teach the 4 CIVE courses in second year as well as the third and fourth year CIVE courses. Table 1 shows the five “pillars” of the Civil Engineering undergraduate program. Faculty members and new hires that are planned to be recruited are listed in the table. These individuals will also teach graduate courses, supervise research projects, capstone design projects and serve on graduate supervisory committees.

Table 2: Program Areas and Designated Faculty

Core program areas	Faculty
Structural and Materials Engineering, Mechanics	Nadler (0.5), Gupta, Phalguni, 3 New Hires
Water Resources, Fluid Mechanics	Valeo, Gleeson, 3 New Hires
Transportation Systems	Iverson (0.5), 1 New Hire
Geotechnical Engineering	1 New Hire
Environmental Engineering	1 New Hire
Project and Construction Management and Design	1 New Hire

As shown in Table 1, the total number of core faculty members currently on staff or planned is 16 or 15 FTE; this includes 14.5 regular appointments, a 0.5 teaching assistant professor, and a department chair. Teaching assistant professor Scott Iverson is a long-time member of the Mechanical Engineering Department and has historically taught Technology and Society, and Economics to engineering students. These courses have recently been transferred to the Economics Department, and to instructors in the Philosophy Department, and the Technology and Society interdisciplinary program, freeing up Iverson’s time to support the transportation area, an area in which he is well qualified to teach. We plan to initiate a number of Industrial Research Chairs (IRCs) in various key areas of civil engineering, including in the first instance the area of building science. In 2014/15 given our limited instructional capacity we advertised for sessional instructors to assist in delivering required courses. As a result we were able to recruit a number of highly qualified professional engineers both in Victoria and from Vancouver in the area of geotechnical engineering, environmental engineering, environmental policy, geomatics, surveying and mechanics. Some of these individuals have indicated that they are interested in an ongoing relationship with the university and may be hired to teach again in the future.

The planned number of faculty members together with available sessional instructors is sufficient to deliver quality undergraduate and graduate programs in Civil Engineering. This number is also sufficient to manage the effects of study leaves. Based on experience in the existing engineering programs, the effect of study leaves on supervision of graduate students can normally be managed with use of electronic communication tools. If a need arises for interim supervision during the absence of a faculty member, a faculty member in a related program area (see Table 1) will be sufficient to provide adequate coverage. Present engineering policies regarding this issue will also apply to the civil program.

It is anticipated that Computer Science, Mechanical, and Electrical, Computer Engineering and possibly Science graduate students will have an interest in Civil Engineering graduate courses or undergraduate technical electives. Similarly we expect selected Civil Engineering students will take courses from other engineering and science departments.

Civil Engineering Faculty Members

Sadik Dost, PhD, PEng Acting Civil Engineering Program Director, undergraduate degree in civil engineering, research in materials engineering (Dr. Dost is a faculty member in the Mechanical Engineering program who is providing academic leadership for the Civil program)

Tom Gleeson, PhD, EIT, groundwater, groundwater sustainability

Rishi Gupta, PhD, PEng, civil engineering materials

Scott Iverson, PhD, PEng, project management, transportation

Phalguni Mukhopadhyaya, PhD, PEng, building science, building insulation

Ben Nadler, PhD, PEng, theoretical mechanics, structures

Caterina Valeo, PhD, PEng, urban hydrology and runoff

4. ENROLMENT PLAN

The undergraduate student enrolment projection from February 2013 is shown in the table below. The enrolment plan shows a steadily increasing intake in CIVE up to 2018. In parallel with the introduction of the new Civil and Biomedical undergraduate programs in the Bachelor of Engineering programs the number of students admitted to the common 1st year of the programs grew from a steady state of approximately 220 individuals to 450 individuals, the new steady state. At this point we have no plans to further increase this first year intake so there will be a parallel easing of the demand in the other engineering programs, likely primarily in Mechanical Engineering as this discipline has the most commonality with Civil. This is not necessarily a bad thing as Mechanical Engineering is consistently oversubscribed.

There is a future plan to establish a Civil Engineering Bridge program with Camosun College, once the program is established. This Bridge is expected to generate 15-20 additional students in Term 3A. A class size of 82 students as indicated for second year in 2017 is efficient from a resource perspective as well as being a good learning environment. The faculty will make efficient use of its facilities and, at the same time, students will have good opportunities to find classmates they can work with.

In the Faculty of Engineering the ratio of graduate students to faculty is 5:1 of which typically 2/3 are master students and 1/3 are PhD students. Based on the steady state number of regular faculty members in the Civil Engineering department being 14.5, not including the 0.5 assistant teaching

professor, once new faculty have their research programs fully up to speed the expected number of MASc and PhD students will be 48 and 24 respectively. This number will grow when the planned Industrial Research Chairs and/or CRC Chairs are realized.

Table 3: Civil Engineering Headcount Projection

CEE Headcount Projection (February 2013) ¹						Tot. Eng. EETS
Academic Year	1	2	3	4	5	
Eng. Units	6.5	14.5	12	20.5	11.5	
2012/13	50	0	0	0	0	22
2013/14	60	50	0	0	0	74
2014/15	70	58	55	0	0	130
2015/16	80	66	62	55	0	223
2016/17	90	74	69	62	55	293
2017/18	100	82	77	69	62	326
2018/19	110	90	84	77	69	360

As noted above one of the goals of the Civil Engineering program was to increase the gender diversity in the Faculty of Engineering. This has been successful. As a result of establishing the Civil and Biomedical Engineering programs, the percentage of female students entering the BEng/BSEng program in first year has doubled.

Also, we have experienced strong student demand for Civil Engineering as indicated by the number of first year students selecting Civil as their discipline of choice in second year. This demand parallels employer demand for graduates as described in the recent Engineers Canada report, *Engineering Labour Market in Canada: Projections to 2025*, which projects the labour market for Civil Engineers to be “tight” for the next five years. According to this report Civil Engineering has the highest labour market demand of all the engineering disciplines.

Nationwide there are 2.1 engineering undergraduate students per 1000 population. In BC there are only 1.5 students per 1000 population even though a new engineering school has been established in the Okanagan (UBCO). This statistic together with the large fraction of newly employed engineers in BC that come from other jurisdictions means there is room for additional educational capacity in the system. Although we plan to keep the number of new engineering students admitted in first year at a constant level for the foreseeable future, the total engineering undergraduate enrolment will continue to grow for a few more years as the new larger first year classes progress through the system.

¹ This projection from 2013 is very close but not precisely correct for 2013-2015 though it has value in showing the consistency of the projection. For example, we admitted 55 students in second year in 2014/15, whereas the table shows 58. Following this projection we expect to have 390 Civil Engineering students by 2017/18. The first year CIVE enrolment is difficult to determine as the first year is common and students don’t declare their discipline until second year.

5. DEPARTMENTAL GOVERNANCE

To facilitate a smooth start and steady buildup of strong academic and research programs, the BEng Civil Engineering program was introduced inside the Department of Mechanical Engineering due to some similar courses, shared focus, and the strong, well established academic and research programs of the Department of Mechanical Engineering. The intention from the beginning was to create a new academic department of Civil Engineering with equally strong academic and research programs, at the appropriate time. The collective decision by the civil faculty members, the program director, the Mechanical Engineering department chair and the Dean of Engineering is that now is the right time to establish a standalone department.

The proposed Department of Civil Engineering will be housed in the Faculty of Engineering, which will be governed in the same way as the sister departments in the faculty.

The department chair will be the leading administrator of the department and will be responsible for administering its undergraduate and graduate programs and curriculum developments, the department's day-to-day activities, providing leadership and guidance to its faculty, staff and students to achieve the objectives, and managing the promotion and merit evaluations.

The department will have a traditional administrative structure that will include, an undergraduate advisor, a graduate advisor, an administrative secretary and two additional office staff: one being responsible for the graduate programs, and one serving as the receptionist. It is projected that the Department at its full size will have five technical staff responsible for teaching and computer labs. These numbers are approximate and will be refined based on the needs of the program, opportunities for sharing with other departments and the available funding. For example, the Faculty of Engineering administers the undergraduate advisors in the Engineering Undergraduate Office.

The department will also have regular academic committees such as APRT, Curriculum, Accreditation, Space, Awards etc.

6. PLANS FOR ON-GOING PROGRAM ASSESSMENT

The Civil BEng program will lead to an engineering degree that will be accredited by the Canadian Engineering Accreditation Board. A CEAB accredited degree qualifies the graduate for registration as an Engineer in Training which is the first step to becoming a professional engineer. The first accreditation visit will be in 2017. Engineering programs in Canada are normally accredited every six years or less depending on the decision of the CEAB. The accreditation process is onerous and involves a thorough analysis of the program including both curriculum content and outcome assessment. This process will ensure the quality of the program and will help guide decision making by the chair and department.

In addition, all programs including BEng, MASc and PhD will be subject to periodic internal reviews at intervals defined by the university in order to ensure program quality.

The department will also have annual retreats and special meetings where the overall governance, deliverables, teaching and research outputs and performances will be reviewed.

7. RELATED PROGRAMS

BASc, MASc and PhD programs in Civil Engineering are offered at UBC-Vancouver and UBC-Okanagan. The UVic program is broadly similar to the UBC programs with distinctive elements as noted above. BCIT also offers a Civil Engineering program. The BCIT program caters to a different

demographic than UVic, in that admission to their program is through their technology (non-degree) program. As described above, these programs are not meeting the demand for Civil Engineering in BC, either from students or employers.

UNBC offers an Environmental Engineering degree program jointly with UBC. Students spend two years at UNBC in Prince George, then move to UBC Vancouver for two years, and then return to UNBC for a final project. The UBC part of the program is offered by their Civil Engineering Department. UNBC is also starting a provincially funded Masters program on wood construction.

Camosun College offers a Civil Engineering Bridge program that currently leads students to transfer to UBC. They have expressed interest in establishing a Bridge program to UVic, modeled after our successful Electrical and Mechanical Bridges.

Civil Engineering is the engineering discipline, which deals with the built environment. The Civil Engineering program has thematic linkages to other units at the University of Victoria, including for example the School of Earth and Ocean Sciences, Geography, Environmental Studies and Public Administration.

Appendix A Business Plan

Financial Plan Summary

Resources available to support the program include a combination of existing resources re-allocated within the faculty of Engineering, new funding provided by the university over the period 2011-2014, plus planned new funding up to and including 2017/18, described in the Faculty of Engineering budget letter of March 6, 2015. All of the new university funding is associated with proportionate increases in the Faculty of Engineering EETs target. This plan includes a phased implementation of new faculty and staff positions, plus a TA and supplies budget for Civil Engineering. There is also a commitment for support for equipment for student labs to augment equipment already in place.

Faculty Appointments Required

In addition to the three faculty searches underway seven additional faculty appointments are required to achieve the faculty complement of 15 FTE's. The necessary appointments are included in the March 6, 2015 budget letter.

Staff Requirements

In the beginning stage of the department it is planned to have three office staff (one administrative secretary, one graduate secretary and one receptionist), and three technical staff responsible for the teaching and computer labs. As the undergraduate and graduate programs grow and the full faculty complement comes on board, the administrative and technical staff will grow to as much as five administrative and five technical staff depending on opportunities for sharing with other programs, competing needs and available funding. Base budget funding for administrative and technical staff is included in the budget letters of 2013 and 2015.

Student Financial Support Plan

Student financial support packages available to other Faculty of Engineering students will also be available to Civil Engineering students, including bursary funding derived from tuition fees. The Faculty of Engineering has recently attracted an endowment of \$80K from the Engineering Institute of Canada for in-course scholarships for Civil Engineering students.

Space Requirements

New teaching lab space has been made available in the Ian Stewart Complex (geotechnical and environmental engineering labs), and in the temporary materials facility next to TEF (civil engineering materials). The Civil Engineering computer, fluids and thermodynamics labs are located in shared space in the ELW building.

The university has assigned E-Hut to the Faculty of Engineering as research lab space for Civil Engineering faculty members. Facilities Management has hired a space consultant to audit space usage in the EOW, ELW and ECS buildings. It is likely that opportunities for more efficient utilization of space will be identified as a result of this audit potentially identifying ways to accommodate additional graduate students and research space for new faculty members.

The Civil Engineering Chair's office and administrative staff will be located on the third floor of the EOW building in the beginning stage of the department.

Structures and structural testing is a core part of the Civil Engineering curriculum. Many universities including UBC-V, UBC-O and Calgary have large high-head spaces for structural testing. We don't have such a lab, so in the short term there is only one option, namely to limit ourselves to testing small structures that can fit inside a conventional lab. For large structures it is realistic to go to UBC. A collaboration agreement can be worked out by a new hire in the structures area if necessary.

Additional space for the Faculty of Engineering is one of the priorities in the university's capital plan.

Library Requirements

The library has been consulted in connection with the establishment of the Civil Engineering undergraduate program. The formation of a Civil Engineering Department itself will have no additional impact on library resources.

Other Instructional Resources

In parallel with the establishment of the BEng program in Civil Engineering, Coop and Career has hired additional staff specifically to support the Civil Engineering program.

There will be a need for additional equipment for undergraduate labs, some of this equipment has been specified in the 2015 university call for academic equipment requirements and some is as yet unspecified since some labs have not been developed yet. A request for equipment is pending in the Faculty of Engineering's submission to the annual academic equipment allocation. We are currently renting surveying equipment from BCIT; at some point in the future it would be cost effective to buy our own equipment.