

**These Rules are Current to January 27, 2021*****WorkSafeBC Pension Plan Rules***

Effective September 30, 2015

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## ***WorkSafeBC Pension Plan Rules***

### **Background**

Pursuant to section 86(3) of the *Workers' Compensation Act*, R.S.B.C. 1996, c. 492 (the "Act"), the Workers' Compensation Board, which operates under the name "WorkSafeBC", (the "board") may establish a superannuation fund for the payment of superannuation allowances, or pensions, to its employees and former employees. Acting pursuant to its powers under s. 86(3) of the Act and its predecessors the board established effective as of July 1, 1941 such an arrangement, the terms of which have been set out in a plan text document adopted and periodically amended by the board in accordance with the Act and its predecessors. Effective September 30, 2015 the board has renamed its pension arrangement as the "WorkSafeBC Pension Plan". This document is the plan text document of the WorkSafeBC Pension Plan restated as of September 30, 2015. This plan text document may be further amended by the board pursuant to its powers under s. 86(3) of the Act.

**Interpretation**

- 1 (1) This document constitutes the plan text document of the WorkSafeBC Pension Plan. This plan text document is referred to in this document as the “Plan”.
- (2) Part 12 contains definitions of terms used in this Plan.
- (3) In this Plan, unless the context requires otherwise:
  - (a) the use of the word “individual” refers to a natural person and the use of the word “person” refers to a natural person, a corporation, partnership or party;
  - (b) words in the singular include the plural, and words in the plural include the singular;
  - (c) where a word or expression is defined, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
  - (d) headings are used for ease of reference only and do not form part of the Plan;
  - (e) the use of the word “may” is to be construed as permissive and empowering; and
  - (f) the use of the word “must” is to be construed as imperative.
- (4) The Plan is restated as of September 30, 2015 to read as set out herein. Any person who was a member immediately prior to September 30, 2015 continues to be a member on and after that date in accordance with the terms of this Plan. Except as otherwise provided herein, or as is necessary to give effect to the terms of Plan, this Plan applies to members who terminate employment or die after September 29, 2015. The benefits of a member who terminated employment 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 employment or died.
- (5) The benefits of a member who terminates employment or dies before the effective date of any amendment to this Plan made after September 30, 2015 must be determined by the terms of the Plan in effect at the relevant date.

*[Note: Sections of this Plan that are identical or similar to, or that correspond to, the plan text document for the Public Service Pension Plan, the College Pension Plan, the Municipal Pension Plan, and the Teachers’ Pension Plan are given identical section numbering to the rules of those other pension plans, even though this means breaking the normal sequential section numbering system of this Plan.]*

**PART 1 – ENROLLMENT IN THE PENSION PLAN****Employer eligibility**

- 2 This Plan applies to the board with respect to its eligible employees.

**Employee eligibility**

- 3 (1) Subject to terms and conditions of eligibility specified by the board, this Plan applies to the following:
  - (a) a permanent employee of the board in receipt of a salary in payment for service; or;
  - (b) any other employee of the board who has completed two years of continuous employment with salary from the board of at least 35% of the year’s maximum pensionable earnings in each of two consecutive calendar years and who elects to have the Plan apply to that employee.

- (2) If an employee is making contributions to some other pension plan during a period of temporary absence of not more than 3 years, the employee may apply for exemption from coverage and the board may exempt the employee from making contributions under this Plan.
  - (3) An employee exempt under subsection (2) may not
    - (a) make contributions under this Plan if making contributions to some other pension plan, or
    - (b) purchase service under this Plan in respect of the period of temporary absence.
  - (4) This section does not apply to an employee who is a retired member (other than a person who is considered a retired member solely because the person is receiving a pension or monthly benefit following the death of a member).
  - (5) After this Plan begins to apply to an employee, it continues to apply to that employee as an active member until termination of employment.
- 4 [SECTION NOT USED]

## **PART 2 – CONTRIBUTIONS TO THE PENSION PLAN**

### **Active member contributions**

- 5
- (1) From each payment of salary made during a calendar year to an active member, the board must deduct and pay to the pension fund, as a contribution from the member,
    - (a) 5.5% of the member's salary payable that does not exceed the year's maximum pensionable earnings,
    - (b) 7.0% of the member's salary payable that exceeds the year's maximum pensionable earnings, and
    - (c) 1.0 % of the member's entire salary.
  - (2) Member contributions must stop on the earlier of
    - (a) the member reaching latest retirement age, in which case the member is deemed to have terminated employment for the purposes of this Plan, and
    - (b) the member accruing 35 years of pensionable service, in which case the member is deemed to continue as an active member until actual termination of employment.

### **Board contributions**

- 6
- (1) The board shall contribute to the pension fund such amounts which, based on the recommendation of the actuary, are determined by the board to be necessary to provide for the benefits under the Plan. For greater certainty, it is understood that the board may apply surplus funds to reduce or eliminate contributions that might otherwise be required.
  - (2) The Plan must be funded in accordance with such tests and standards for solvency as are prescribed by the *Pension Benefits Standards Act*.
  - (3) When the board is to provide any amount under the Plan, it shall be paid out of the accident fund maintained by the board pursuant to section 36 of the *Workers' Compensation Act*, R.S.B.C. 1996, c. 492.
  - (4) The costs relating to the administration of the Plan subsequent to December 31, 1996 and the investment of the pension fund subsequent to September 30, 1995 must be paid from the pension fund.

**7 [SECTION NOT USED]****Contribution remittances**

- 8** (1) In this section, “pay period end date” means the date on which the board normally pays its employees.
- (2) Contribution remittances must be received by the pension fund within 15 calendar days after the pay period end date for each payroll.
- (3) Interest, compounded annually, at the fund interest rates, is charged on late payments from the due date for receipt of the payment as set out in subsection (2) to the date of payment.
- (4) The board must pay the interest charge under subsection (3) within 30 calendar days from the date of the assessment notice.
- (5) If the interest payment is not received by the pension fund within the 30 calendar days referred to in subsection (4), additional interest will be charged in accordance with subsection (3).
- (6) Late payment includes a pension contribution remittance that
- (a) is less than that required under this Plan, or
  - (b) arises from the application of incorrect contribution rates or other miscalculations.
- (7) All contributions or amounts that are due or owing to the pension fund, regardless of source, must be kept separate and apart from the board’s own assets.

**Arrears**

- 9** (1) If the board has not made deductions under section 5 from the date an employee becomes eligible to contribute to the pension fund, or the board fails at any time to make the deductions required by section 5 in respect of an active member, the plan administrative agent must order the board
- (a) to commence deductions immediately, and
  - (b) to pay to the pension fund, at the time and in the manner specified by the plan administrative agent, the amounts which should have been paid under section 6 in respect of the employee or active member together with interest computed at the refund interest rates, and the board must comply with the order.
- (2) An active member who receives a notice of arrears may, at the member’s option, apply to the plan administrative agent to purchase those arrears but such application must be made on or before the earlier of
- (a) 5 years from the date the arrears notice is sent to the employee, and
  - (b) the termination of employment.
- (3) If an active member applies to purchase arrears under subsection (2) but does not pay the amount required under subsection (4) at the time and in the manner specified by the plan administrative agent, the active member is ineligible to purchase those arrears unless the active member makes a further application under subsection (2) on or before the earlier of the dates referred to in paragraphs (2) (a) and (b).
- (4) For the purposes of subsection (2), the active member must pay to the pension fund, at the time and in the manner specified by the plan administrative agent, the amounts which should have been paid under section 5 together with interest computed at the refund interest rates.

- (5) If both the board and member make the contributions referred to in subsections (1) (b) and (4), the period of service in respect of which contributions are made is contributory and pensionable service within the meaning of this Plan.
- (6) If only the board portion is paid under paragraph (1) (b),
  - (a) all of the period of service in respect of which employer contributions have been made is contributory service, and
  - (b) 1/2 of the period of service in respect of which employer contributions have been made is pensionable service.
- (7) An order to pay made under subsection (1) is due and payable by the board immediately upon receipt in accordance with the terms of the order.

**10** [SECTION NOT USED]

**Income Tax Act limits**

- 11** (1) Contributions made under section 5 must not exceed the maximums set out in section 8503 (4) of the Income Tax Regulations under the *Income Tax Act*.
- (2) Contributions made under section 5 in respect of a calendar year must not be paid before January 1 of that year.
- (3) Contributions made under section 6 must qualify as eligible contributions under section 147.2 (2) of the *Income Tax Act*.

## **PART 3 – RECOGNITION OF SERVICE**

### **Division 1 – Contributory and Pensionable Service**

**Limitation on accrual of contributory and pensionable service**

- 12** (1) When determining contributory service, every calendar month in respect of which the member has pensionable service must be counted as one month's contributory service.
- (2) When determining pensionable service, part time service must be adjusted to its full time equivalent.
- (3) The maximum contributory service that can be accrued in a calendar year is 12 months.
- (4) The maximum pensionable service that can be accrued in a calendar year is 12 months.
- (5) If an active member has applied for and is entitled to receive a benefit from a group disability plan, the active member
  - (a) is deemed to have made a contribution to the pension fund during each month for which the active member is entitled to the group disability benefit, and
  - (b) the period of service during which the active member is or would have been employed, had the active member not been receiving that group disability plan benefit, is deemed to be pensionable service.

**Child rearing**

- 13** (1) This section applies to a member who terminates employment, and is an active member at the time of making an election under subsection (2).
- (2) If a member terminated employment or took an approved leave of absence for the purpose of child rearing, engaged in the child rearing and again becomes an active member, the member



may elect to have a period of time equivalent to the period of time during which the member was engaged in child rearing included as contributory service.

- (3) The child rearing period is only to be included as contributory service if
  - (a) the member did not accrue, during the time the member was engaged in child rearing, an entitlement under a pension plan registered under the Income Tax Act (Canada), and
  - (b) the member left the contributions on deposit for service preceding the child rearing period, or reinstated the full period of service preceding the child rearing period.
- (4) There is no restriction on the number of child rearing periods that can be included as contributory service, but the total amount of contributory service recognized under this section must not exceed 5 years.

**14** [SECTION NOT USED]

## **Division 2 – Leaves of Absence**

### **Application of this Division**

- 15** This Division applies to an active member who takes a leave of absence that ends on or after April 1, 2010.

### **Leaves of absence under *Employment Standards Act***

- 16** If an active member is or was absent from service by reason of
- (a) required attendance at court as a juror;
  - (b) a leave under any of the following sections of the *Employment Standards Act*:
    - (i) section 50 [*maternity leave*];
    - (ii) section 51 [*parental leave*];
    - (iii) section 52 [*family responsibility leave*];
    - (iv) section 52.1 [*compassionate care leave*];
    - (v) section 52.3 [*leave respecting disappearance of child*];
    - (vi) section 52.4 [*leave respecting death of child*];
    - (vii) section 53 [*bereavement leave*]; or
  - (c) any other circumstance in which subsection 56 (2) of the *Employment Standards Act* obligates an employer to make contributions to a pension plan in respect of a period of absence if the employee pays the employee's contributions to the plan in respect of that period of absence,

the active member may apply to purchase that leave of absence in accordance with section 19 or 19.1.

**17** [SECTION NOT USED]

**Leaves of absence for other reasons**

- 18** Subject to section 19, if an active member is or was absent from service for a reason other than under section 16 and the period of leave of absence was approved by the board, the active member may apply to the board to have the period of leave of absence recognized as contributory service and pensionable service. If an active member's application is approved by board, the active member must pay to the pension fund an amount determined in accordance with subsection 19 (1).

**Payment and conditions for leaves of absence**

- 19** (1) In order to purchase a period of leave of absence under section 16 or 18, the member must pay to the pension fund, at the time and in the manner specified by the plan administrative agent,
- (a) an amount determined in accordance with section 5 but using the member's full time equivalent salary payable for the most recent month of employment multiplied by
  - (b) the number of months and fractions of a month of pensionable service to be credited for the leave period.
- (2) If the member pays the amount required by subsection (1), the board must pay to the pension fund, at the time and in the manner specified by the plan administrative agent,
- (a) an amount determined in accordance with section 6 but using the member's full time equivalent salary payable for the most recent month of employment multiplied by
  - (b) the number of months and fractions of a month of pensionable service to be credited for the leave period.
- (3) If payment is made in accordance with subsections (1) and (2),
- (a) the payment is considered to be contributions made by the member under section 5 and by the board under section 6, and
  - (b) the period of service to which payment relates is contributory and pensionable service.
- (4) An application under section 16 or 18 to purchase a period of leave of absence must be made on or before the earlier of
- (a) the date which is 5 years from the end of the period of leave that is being purchased, and
  - (b) the member's termination of employment.
- (5) If an active member applies to purchase a leave of absence under section 16 or 18 but does not pay the amount required under subsection (1) at the time and in the manner specified by the plan administrative agent, the active member is ineligible to purchase the leave of absence unless the active member makes a further application under section 16 or 18 on or before the earlier of the dates referred to in paragraphs (4) (a) and (b).

**Payment and conditions for contributions while on leaves of absence regulated under *Employment Standards Act***

- 19.1** (1) Despite section 19, a member may elect to purchase a period of leave of absence under section 16 by electing no later than 30 days after the commencement of that period of leave of absence in the manner specified by the plan administrative agent to continue to contribute to the pension fund in accordance with this section 19.1.
- (2) A member who elects under subsection (1) to continue to contribute to the pension fund during a period of leave of absence must in respect of each payroll period during that period of leave of absence pay to the pension fund, at the time and in the manner specified by the

- plan administrative agent, an amount determined in accordance with section 5 using
- (a) what would have been the member's full time equivalent salary for that payroll period had the member not been on a leave of absence, and
  - (b) the contribution rate in effect under section 5 during that payroll period.
- (3) If the member pays the amount required by subsection (2) in respect of a payroll period, the board must pay to the pension fund, at the time and in the manner specified by the plan administrative agent, an amount determined in accordance with section 6 using what would have been the member's full time equivalent salary for that payroll period had the member not been on a leave of absence.
- (4) If payment is made in accordance with subsections (2) and (3),
- (a) the payment is considered to be contributions made by the member under section 5 and by the employer under section 6, and
  - (b) the payroll period to which the payment relates is contributory and pensionable service of the member.
- (5) If a member who elects under subsection (1) to continue to contribute to the pension fund during a period of leave of absence fails to make timely payment of a contribution in respect of a payroll period in accordance with subsection (2), that individual is thereafter ineligible to purchase that payroll period or any subsequent payroll period during that period of leave of absence pursuant to this section 19.1.
- (6) A member to whom subsection (5) applies may purchase pursuant to section 19 the portion of the period of leave of absence not purchased pursuant to this section 19.1.
- (7) An election under subsection (1) can only be made in respect of a period of leave of absence that commences after June 30, 2020.

### **Division 3 – Reinstatement**

#### **Re-employed member who took refund**

- 20** (1) If an individual
- (a) terminated employment prior to September 30, 2015 without vesting in accordance with the terms of this Plan in effect on the date the individual terminated employment,
  - (b) took a refund of the individual's contributions made to the pension fund during that prior period of service, and
  - (c) again becomes an active member prior to January 1, 2017,
- the individual may re-instate the prior period of service by repaying the refund in accordance with the terms of this Plan in effect immediately prior to September 30, 2015 on or before the earlier of
- (d) the date that is five years after the individual again becomes an active member, and
  - (e) the date the individual next terminates employment.
- (2) Despite subsection (1), where a reinstatement creates a certifiable past service pension adjustment under the *Income Tax Act* in respect of the active member, the reinstatement does not take effect unless and until the past service pension adjustment in respect of the active member is certified by the Canada Revenue Agency.

**21 to 28** [SECTIONS NOT USED]

### **Division 4 – Transfer of Service Agreements**

#### **Transfer of service agreements**

**29** (1) The board may enter into an agreement with the administrator of another pension plan, in accordance with the terms and conditions established by the board, to transfer an inactive member's contributory and pensionable service to another pension plan, and to transfer an active member's contributory and pensionable service from the other pension plan to this Plan.

(2) [Repealed]

**30 to 40** [SECTIONS NOT USED]

### **Division 5 – Limitations on Recognition of Service**

#### **Income Tax Act limits**

- 41** (1) In this section, “**defined benefit limit**” for a calendar year means the greater of
- (a) \$1,722.22, and
  - (b) 1/9 of the money purchase limit for the year.
- (2) If the period of a leave of absence of an active member is included as contributory and pensionable service by another plan registered under the *Income Tax Act*, the period may be purchased under this Part provided that
- (a) the benefits for the period are retroactively provided after April 30 of the year immediately following the year in which the member returns to work, and
  - (b) Canada Revenue Agency certifies the past service pension adjustment associated with the purchase.
- (3) A member cannot purchase service under this Part that would result in pensionable service in excess of
- (a) 12 months pensionable service in a calendar year, or
  - (b) a cumulative total of 35 years pensionable service.
- (4) Contributions must not exceed the maximums as set out in section 8503 (4) of the *Income Tax Regulations* made under the *Income Tax Act*.
- (5) Contributions made in respect of a calendar year must not be paid before January 1 of that year.
- (6) The maximum service that an active member may purchase for leaves of absence completed after December 31, 1991 is restricted to
- (a) 3 years of pensionable service in respect of maternity leave and parental leave, each leave of absence not to exceed one year from the child's birth date or adoption date, and
  - (b) 5 years of pensionable service in respect of any other recognized leaves of absence.
- (7) Service before January 1, 1990 will only be recognized if the lifetime retirement benefit for the year does not exceed 2/3 of the defined benefit limit for the year in which the benefits begin to be paid, or such greater amount as is permitted by subsection 8504 (6) of the *Income Tax Regulations* made under the *Income Tax Act*.

- (8) Subsection (7) does not apply for a particular calendar year if
  - (a) a period in the particular calendar year was pensionable service under a registered pension plan before June 8, 1990,
  - (b) the member was entitled, on June 7, 1990 under an arrangement in writing, to be provided with lifetime retirement benefits in respect of a period in the particular calendar year, whether or not the entitlement was conditional on contributions being made, and
  - (c) at the beginning of the particular calendar year, a period in the preceding calendar year was pensionable service of the member and the member was disabled or on a leave of absence.
- (9) Service recognized under this Part must be eligible service as defined under the *Income Tax Act* and its regulations.

## **PART 4 – TERMINATION BENEFITS**

### **Eligibility for termination benefits**

- 42** (1) Subject to subsections (2) to (4), a member who terminates employment on or after September 30, 2015 is eligible to receive one of the following:
- (a) a deferred retirement benefit calculated in accordance with Part 5 on meeting the eligibility requirements of section 50 or 51, other than the requirement of active membership or;
  - (b) a commuted value under section 46, if the member has not attained earliest retirement age.
- (2) An inactive member is not eligible to receive a termination benefit under this Part if the member has attained earliest retirement age.
- (3) A member who has taken any of the following or any other form of lump sum settlement with respect to a period of service is not entitled to any other benefit under this Plan in respect of that period of service:
- (a) a commuted value under section 46;
  - (b) a payment under section 48.
- (4) If a member to whom subsection (3) applies again becomes an active member, the member is deemed to be a new active member from the date on which the member again becomes a contributor to the pension fund.
- (5) For greater clarity, an inactive member who
- (a) terminated employment before September 30, 2015,
  - (b) was eligible to receive a retirement benefit or commuted value under the rules of this Plan, or under any predecessor rules to this Plan, as those rules read at the date of termination of employment, and
  - (c) applies to receive the retirement benefit or commuted value,
- is entitled to receive that retirement benefit or commuted value calculated in accordance with the rules in force at the date of termination of employment.

**Termination benefits statement**

- 43** (1) The plan administrative agent must provide the inactive member with a termination benefits statement in the manner required by the *Pension Benefits Standards Act*.
- (2) If a member who is eligible for a termination benefit in accordance with section 42 elects an option as provided for in the termination benefits statement and returns the completed election to the plan administrative agent, the plan administrative agent must make the payment in accordance with this Part.
- 44 and 45** [SECTIONS NOT USED]

**Calculation and payment of commuted value benefit**

- 46** (1) Subject to subsection (2), an inactive member who elects to receive a commuted value under paragraph 42 (1) (b) will receive that payment calculated on the basis of the method specified by the board.
- (2) If the plan administrative agent is satisfied that the commuted value must be transferred on a locked-in basis, it may be transferred to
- (a) another registered pension plan,
  - (b) a locked-in retirement account,
  - (c) a retirement income fund, or
  - (d) an insurance company or other financial institution,
- in accordance with the requirements of the *Pension Benefits Standards Act* for the transfer of locked-in funds.
- (3) The locked-in requirement of subsection (2) does not apply to a member who
- (a) has been absent from Canada for 2 or more years, and
  - (b) has become a non-resident of Canada as determined for the purpose of the *Income Tax Act*.
- 47** [SECTION NOT USED]

**Lump sum payment instead of small deferred retirement benefit**

- 48** Despite sections 42 and 46, a member may elect to receive, instead of a deferred retirement benefit, a payment equal to the commuted value of the deferred retirement benefit if the commuted value is not greater than 20% of the year's maximum pensionable earnings for the calendar year in which the most recent calculation of the commuted value was made.

**Income Tax Act limits**

- 49** (1) Benefits payable under this Part for service accrued after December 31, 1991 are limited to pension benefits in accordance with the maximum lifetime retirement benefits as set out in section 8504 of the Income Tax Regulations under the *Income Tax Act*.
- (2) The manner in which benefits are payable under this Part for service accrued after December 31, 1991 must be in accordance with section 8517 of the Income Tax Regulations under the *Income Tax Act*.
- (3) Commencement of payment of benefits must not be delayed beyond latest retirement age.

## PART 5 – RETIREMENT BENEFITS

### Eligibility for unreduced retirement benefit

- 50** An active member who, on or after September 30, 2015, terminates employment is, on application, entitled to an unreduced pension and a bridge benefit calculated under section 54 if the member has reached
- (a) earliest retirement age and the sum of the member's age plus years of contributory service is at least 90 years,
  - (b) pensionable age and has completed at least 2 years of contributory service, or
  - (c) normal retirement age.

### Eligibility for reduced retirement benefit

- 51** An active member who, on or after September 30, 2015, terminates employment is, on application, entitled to a reduced pension and a bridge benefit
- (a) calculated under subsection 55 (1) if the member has reached earliest retirement age and has completed at least 2 years of contributory service, or
  - (b) calculated under subsection 55 (2) if the member has reached earliest retirement age but has not completed 2 years of contributory service.

### Retirement benefits statement

- 52** (1) The plan administrative agent must provide to the member a retirement benefits statement in the manner required by the *Pension Benefits Standards Act*.
- (2) If a member who is eligible for a retirement benefit under section 50 or 51 elects an option as provided for in the retirement benefits statement and returns the completed election to the plan administrative agent, the plan administrative agent must make the payment in accordance with this Part.

### Effective date of retirement benefit

- 53** (1) A retirement benefit will be granted on
- (a) the first day of the month following the month for which final payment of salary is made,
  - (b) the first day of the month in which the application for a retirement benefit is filed with the plan administrative agent, or
  - (c) the first day of the month following the month in which the member first becomes eligible to receive a retirement benefit,
- whichever is latest.
- (2) Despite paragraph (1) (b), if a member fails to apply for a retirement benefit on or before its eligibility date and, in the opinion of the plan administrative agent, the failure to apply is due to
- (a) the member being incapable of managing the member's affairs, or
  - (b) another good and sufficient reason,
- the plan administrative agent may grant a retirement benefit effective the date the member would have, but for the failure to apply, begun receiving it.
- (3) Commencement of the payment of benefits must not be delayed beyond latest retirement age.

**Calculation of unreduced retirement benefit**

- 54** (1) A member referred to in section 50 is entitled to receive a pension, payable in the single life guaranteed option under paragraph 56 (1) (b) with a term certain of 10 years, that is equal to the amount obtained by multiplying A by B and subtracting from the result C where:

A = 2% of the member's highest average salary,

B = the member's years of pensionable service, not exceeding 35 years, and

C = the product of:

- (a) 0.70% of the lesser of

(i) the member's highest average salary, and

(ii) 1/12 of the year's maximum pensionable earnings for the calendar year immediately before the calendar year of the effective date of the retirement benefit payable to the member,

multiplied by

- (b) the member's years of pensionable service not exceeding 35 years.

- (2) In addition to the pension payable under subsection (1), a member referred to in section 50 is entitled to a monthly bridge benefit payable until the earlier of the member's death and the member reaching age 65 that is equal to the product of:

- (a) 0.70% of the lesser of

(i) the member's highest average salary, and

(ii) 1/12 of the year's maximum pensionable earnings for the calendar year immediately before the calendar year of the effective date of the retirement benefit payable to the member,

multiplied by

- (b) the member's years of pensionable service not exceeding 35 years.

**Calculation of reduced retirement benefit**

- 55** (1) A member referred to in subsection 51 (a) is entitled to receive a pension and a bridge benefit calculated and payable in accordance with subsections 54(1) and 54(2), provided that in calculating the amount of the pension payable under subsection 54(1) item A must be reduced by 3% for each year of age by which

(a) the member's age is less than pensionable age, or

(b) the sum of the member's age plus years of contributory service is less than 90 years, whichever is less, and the percentage must be prorated for fractions of years. For greater clarity, the reduction provided for in this subsection does not apply to the bridge benefit calculated and payable in accordance with subsection 54(2), nor to the calculation of item C in subsection 54(1).

- (2) A member referred to in subsection 51 (b) is entitled to receive a pension and a bridge benefit calculated and payable in accordance with subsections 54(1) and 54(2), provided that in calculating the amount of the pension payable under subsection 54(1) item A must be reduced by 5% for each year of age by which the member's age is less than normal retirement age, and the percentage must be prorated for fractions of years. For greater clarity, the reduction provided for in this subsection does not apply to the bridge benefit calculated and payable in accordance with subsection 54(2), nor to the calculation of item C in subsection 54(1).



- (3) Despite subsection (1), if while an active member the member
  - (a) has not reached age 50, or
  - (b) has not completed at least 10 years of contributory service,the 3% referred to in subsection (1) is deemed to be 5%.
- (4) A reduced pension under this Part must have an actuarial present value that is at least equal to the actuarial present value of the pension payable at normal retirement age.

#### Optional forms of pension

- 56** (1) A pension to which a member is entitled under section 50 or 51 may be granted on any of the following options:
- (a) single life, payable for the life of the member;
  - (b) single life guaranteed, payable for the longer of
    - (i) the life of the member, or
    - (ii) a term certain of 5, 10 or 15 years;
  - (c) joint life and last survivor, payable
    - (i) during the joint life of the member and
      - (A) the spouse, or
      - (B) a former spouse who, as a result of a written agreement or court order, has such an entitlement, and
    - (ii) during the life of the survivor;
  - (d) temporary annuity at a rate not exceeding one of the following:
    - (i) the amount of the pension payable under the *Old Age Security Act* (Canada), payments to cease when the member dies or reaches age 65, whichever first occurs;
    - (ii) the amount of the member's retirement pension under the *Canada Pension Plan*, payments to cease when the member dies or reaches age 65, whichever first occurs;
  - (e) a combination of the options under paragraphs (a), (b), (c) and (d) as the member, with the approval of the plan administrative agent, may request.
- (2) The options referred to in subsection (1) must be adjusted to the actuarial equivalent of the pension otherwise payable under this Part on the single life guaranteed option with a term certain of 10 years.
- (3) If a member has a spouse on the date the member elects an option under subsection (1), the member is required to elect that 60% of the member's pension, in relation to paragraph (1) (b) or (c), be paid on the joint life and last survivor option under paragraph (1) (c) unless the spouse waives this requirement in writing by completion of a form specified by the plan administrative agent or there is filed with the plan administrative agent a written agreement or court order made under Part 5 or 6 of the Family Law Act with the same effect.
- (4) If the pension granted to a member includes the single life guaranteed option under paragraph (1) (b), and the member dies before the expiration of the term certain, the payments for the remainder of the term must be made to the beneficiary as determined by section 81, in the form of
- (a) a choice of a monthly payment or lump sum if the beneficiary is a spouse, or is

- designated under subparagraph 81 (2) (a) (i) or is one or more trustees designated by the member in respect of a minor beneficiary; or
- (b) a lump sum for any other beneficiary including, without limitation, a beneficiary designated under subparagraph 81 (2) (a) (ii) or (iii) and a trustee not referred to in subsection (a) including a trustee of a family or charitable purpose trust.
- (5) If the pension granted to a member includes the single life guaranteed option under paragraph (1) (b) and the member dies before the expiration of the term certain, and a beneficiary designated by the member under subparagraph 81 (2) (a) (i) dies after the member dies but before the expiration of the term certain
- (a) where the beneficiary that died was the only beneficiary designated by the member under subparagraph 81 (2) (a) (i) the commuted value of the remaining payments must be made to that beneficiary's estate,
- (b) where the member designated more than one beneficiary under subparagraph 81 (2) (a) (i) the commuted value of the remaining payments otherwise payable to the deceased beneficiary must be paid to that beneficiary's estate.
- (6) If the pension granted to a member includes a joint life guaranteed option under paragraph 1 (c), and the spouse or former spouse and the member die before the expiration of the term certain, and if
- (a) the spouse or former spouse survives the member, the commuted value of the remaining payments must be paid to the estate of the spouse or former spouse;
- (b) the member survives the spouse or former spouse, the commuted value of the remaining payments must be paid to the beneficiary designated by the member under section 81.
- (7) Within 60 days after the date on which the member's retirement benefit is granted, the member may change the pension option by notice in writing filed with the plan administrative agent.
- (8) A member may elect to receive, instead of a retirement benefit, a payment equal to the commuted value of the retirement benefit if the commuted value is not greater than 20% of the year's maximum pensionable earnings for the calendar year in which the most recent calculation of the commuted value was made.

### **Special retirement incentive plan**

- 57** (1) The board may waive or alter the combined age plus years of contributory service or the percentage reduction, or both, provided for in sections 50 and 51.
- (2) If the board acts under subsection (1), it must specify the following:
- (a) the class of members to which subsection (1) applies;
- (b) the period of time during which subsection (1) applies; and
- (c) the conditions under which the combined age plus years of contributory service or percentage reduction, or both, is waived or altered.
- (3) Whenever a waiver or alteration occurs under subsection (1), the plan administrative agent must determine the following:
- (a) the additional cost to the pension fund that results from the payment of a retirement benefit to a member by the application of subsection (1);

- (b) the amount and the time at which the additional cost must be paid to the pension fund by the board.
- (4) Benefits payable under this Part are subject to the restrictions on early retirement provisions set out in section 8503 (3) of the Income Tax Regulations under the *Income Tax Act*.

**58** [SECTION NOT USED]

#### **Income Tax Act limits**

- 59** (1) Benefits payable under this Part for service accrued after December 31, 1991 are limited to the maximum lifetime retirement benefits as set out in section 8504 of the Income Tax Regulations under the *Income Tax Act*.
- (2) The manner in which benefits are payable under this Part for service accrued after December 31, 1991 must be in accordance with section 8517 of the Income Tax Regulations under the *Income Tax Act*.
- (3) Commencement of payment of benefits must not be delayed beyond latest retirement age.

**60 to 64** [SECTIONS NOT USED]

### **PART 6 – SHORTENED LIFE EXPECTANCY BENEFITS**

#### **Election to convert locked-in benefits in the event of shortened life expectancy**

- 65** (1) If a member, other than a retired member in receipt of a benefit under this Plan, who is entitled to receive a benefit from this Plan has an illness or a disability that is certified by a medical practitioner to be terminal or to likely shorten the member's life considerably, that member may, subject to and in accordance with the *Pension Benefits Standards Regulations*,
  - (a) elect to convert all or part of the benefit to a series of payments for a fixed term to that member, or
  - (b) elect to withdraw as a lump sum an amount equal to the commuted value of the benefit or any lesser amount that the member may select.
- (2) If a member who wishes to make an election under subsection (1) has a spouse, the member is not eligible to make that election unless a valid spousal waiver has been filed with the plan administrative agent.
- (3) If a payment is made to a member pursuant to subsection (1), any subsequent payments made in respect of that member will be reduced by an actuarially equivalent value to reflect any payments made under subsection (1).

### **PART 7 – PRE-RETIREMENT DEATH BENEFITS**

#### **Eligibility for pre-retirement death benefits**

- 66** This Part applies to a member who dies on or after September 30, 2015 but before being granted a benefit under Part 4 or 5.

#### **Pre-retirement death benefits statement**

- 67** (1) The plan administrative agent must provide to the member's beneficiary a pre-retirement death benefits statement in the manner required by the *Pension Benefits Standards Act*.

- (2) If the member's beneficiary is eligible for a pre-retirement death benefit under this Part and applies to the plan administrative agent for that benefit, the plan administrative agent must pay the benefit in accordance with this Part.

**Effective date of pre-retirement death benefit**

- 68** If payable, a pension determined in accordance with section 69 will be granted on the first day of the month following the member's date of death.

**Calculation of pre-retirement death benefit**

- 69**
- (1) If a member dies and there is no surviving spouse or a valid spousal waiver has been filed with the plan administrative agent, a benefit equal to the commuted value calculated in accordance with section 46 which the member would have been entitled to in respect of the member's pensionable service had the member terminated employment immediately before death, is payable to the beneficiary as determined by section 81 or 81.1.
  - (2) For greater clarity, if a valid spousal waiver has been filed with the plan administrative agent, in no case is the surviving spouse entitled to receive the benefit as a designated beneficiary under sections 81 or 81.1.
  - (3) If a member who dies is not entitled at the date of death to an immediate pension in accordance with section 50 or 51, and there is a surviving spouse and a valid spousal waiver has not been filed with the plan administrative agent, the spouse may elect to receive either
    - (a) a benefit equal to the commuted value calculated in accordance with section 46 which the member would have been entitled to in respect of the member's pensionable service had the member terminated employment immediately before death, or,
    - (b) an immediate pension which is actuarially equivalent to the amount calculated under paragraph (a), and payable as if the member had chosen the joint life and last survivor option under paragraph 56 (1) (c).
  - (4) If a member who dies is entitled at the member's date of death to an immediate pension in accordance with section 50 or 51, and there is a surviving spouse and a valid spousal waiver has not been filed with the plan administrative agent, an immediate pension is payable to the spouse of the member which is actuarially equivalent to the commuted value calculated in accordance with section 46 which the member would have been entitled to in respect of the member's pensionable service had the member terminated employment immediately before death, and payable as if the member had chosen the joint life and last survivor option under paragraph 56 (1) (c).
  - (5) If a surviving spouse dies prior to making an election under subsection (3), or prior to receiving an immediate pension under subsection (4), the commuted value of the pension is payable to the surviving spouse's estate.
  - (6) A surviving spouse may elect to receive, instead of a pension calculated under subsection (3) or (4), a payment equal to the commuted value of the pension if the commuted value is not greater than 20% of the year's maximum pensionable earnings for the calendar year in which the most recent calculation of the commuted value was made.
  - (7) If the plan administrative agent is satisfied that the commuted value must be transferred on a locked-in basis, it may be transferred to
    - (a) another registered pension plan,
    - (b) a locked-in retirement account,

- (c) a retirement income fund, or
  - (d) an insurance company or other financial institution,
- in accordance with the requirements of the *Pension Benefits Standards Act* for the transfer of locked-in funds.
- (8) The locked-in requirement of subsection (8) does not apply to a surviving spouse or former spouse who
- (a) has been absent from Canada for 2 or more years, and
  - (b) has become a non-resident of Canada as determined for the purpose of the *Income Tax Act*.

#### **Family Law Act restrictions**

- 70** (1) Despite any other provision of this Part, if a member is separated or divorced and, as a result of a written agreement or court order made under Part 5 or 6 of the *Family Law Act*, the former spouse is entitled to a portion of the benefit payable under section 69 on the death of the member, the former spouse is entitled to that portion whether or not the member has nominated the former spouse or any other beneficiary.
- (2) Despite subsection (1), if the plan administrative agent has paid a benefit under section 69 on the death of a member before receiving notice of an agreement or court order, neither the board nor the plan administrative agent is liable to make any payment to the former spouse except in accordance with section 77.
- (3) Despite any other provision of this Part, the remainder of the benefit over the amount of the court order or separation agreement must be paid to the beneficiary described in section 81 as the benefit would have been paid under section 69 had there been no court order or separation agreement.

#### **Income Tax Act limits**

- 71** Benefits payable under this Part are limited to the maximums set out in section 8503 (2) of the *Income Tax Regulations* under the *Income Tax Act*.

## **PART 8 – RETIRED MEMBER BENEFITS**

#### **Source of Payments**

- 72** The pensions, bridge benefits, temporary annuities and monthly benefits paid under Parts 5 and 7 must be paid monthly from the pension fund, including a full payment for the month in which the member dies or payment of the benefit otherwise ends.

#### **Cost of living benefits**

- 73** (1) Cost of living benefits to retired members who receive an indexable benefit under this Plan are funded from the inflation adjustment account.
- (2) On January 1 of each year, the board must grant cost of living benefits to members in accordance with this section. If on the day a cost of living benefit is granted the indexable benefit has been paid for a period of less than 12 months, the cost of living benefit must be reduced to the amount obtained by multiplying it by 1/12 for each complete month during which the indexable benefit was paid.

- (3) The portion of the indexable benefit eligible for adjustment is the total amount of the indexable benefit, including any previous cost of living benefits.
- (4) The amount of a cost of living benefit granted on any January 1 must not exceed the amount obtained by multiplying
  - (a) the percentage change in the consumer price index over the 12 months ending on the immediately preceding September 30<sup>th</sup>by
  - (b) the portion of the indexable benefit eligible for adjustment on that January 1<sup>st</sup>.
- (5) In determining the percentage change in the consumer price index for the purposes of paragraph (4) (a), the value of consumer price index on any September 30<sup>th</sup> is deemed to be the greater of
  - (a) the actual value of the consumer price index as of that date, or
  - (b) the highest value of the consumer price index calculated as of any preceding September 30<sup>th</sup>.
- (6) Subject to subsection (4), the cost of living benefit must be
  - (a) an amount, in total, that has a capitalized value less than or equal to the amount in the inflation adjustment account on the preceding September 30<sup>th</sup>, and
  - (b) calculated to provide a uniform percentage increase in the portion of the indexable benefit eligible for adjustment.
- (7) The total capitalized value of all cost of living benefits granted on any January 1 under this section must not exceed the amount the plan administrative agent determines is in the inflation adjustment account on the preceding September 30<sup>th</sup>.
- (8) The capitalized value of the aggregate of the cost of living benefits granted annually under this section must be transferred from the inflation adjustment account to the basic account.
- (9) A cost of living benefit ends when the part of the indexable benefit on which the cost of living benefit is based ends.

#### **Re-employment of retired members**

- 74**
- (1) If a retired member becomes an employee to whom this Plan would otherwise apply, the retired member must continue to receive a retirement benefit. For greater clarity, the retired member is not eligible to make contributions and accrue service in respect of the re-employment.
  - (2) This section does not apply to a person who is considered a retired member solely because the person is receiving a pension or monthly benefit following the death of a member.

### **PART 9 – PENSION FUND**

#### **Accounts in the pension fund**

- 75**
- (1) The pension fund is divided into the following 3 accounts:
    - (a) the basic account;
    - (b) the inflation adjustment account;
    - (c) the supplemental benefits account.

- (2) The basic account consists of all the assets of the pension fund other than assets in the inflation adjustment account and the supplemental benefits account.
- (3) The inflation adjustment account consists of
  - (a) the active members' contributions made under paragraph 5 (1) (c),
  - (b) an amount equal to the amount determined in paragraph (a) allocated from the contributions made by the board under section 6,
  - (c) net investment income earned on the account, and
  - (d) [Repealed]
  - (e) where the most recent actuarial valuation discloses a surplus in the basic account, such amount as the board determines be transferred from such surplus,less
  - (f) amounts transferred to the basic account under sections 73 and 88,
  - (g) contributions made under paragraph 5 (1) (c) refunded to members who terminated employment before September 30, 2015 without vesting in accordance with the terms of the Plan in effect on the date the member terminated employment,
  - (h) amounts determined by the plan administrative agent in respect of the portion of any commuted value, actuarial reserve value or other form of lump sum transferred out of the pension fund that is attributable to the cost of living adjustment,
  - (i) amounts transferred to the basic account that are equal to the capitalized value of the increase in a member's retirement benefit resulting from any increase in the member's highest average salary under section 100, and
  - (j) amounts contributed to the supplemental benefits account under paragraph (4) (d).
- (4) The supplemental benefits account consists of
  - (a) contributions to the pension fund provided for in section 86,
  - (b) amounts from contributions under section 6 specified by the plan administrative agent as necessary to cover any annual shortfall between current assets in the account and the cost of providing benefits under section 87 and the cost of providing cost of living benefits under section 88,
  - (c) amounts otherwise contributed under section 6 which are specified by the plan administrative agent to be required to pay for the cost of administering the account, including the costs to administer any benefits under Part 11, and
  - (d) other amounts that may be specified by the board,less
  - (e) amounts paid in respect of benefits under section 87,
  - (f) amounts paid in respect of cost of living benefits under section 88, and
  - (g) amounts determined by the plan administrative agent as the cost of administering the account, including the costs to administer any benefits under Part 11.
- (5) The plan administrative agent must keep an account of
  - (a) all contributions and money received and all money paid out, and
  - (b) all assets and liabilities of the pension fund.
- (6) Subject to section 59 of the *Pension Benefits Standards Act*, the plan administrative agent may return to a member or the board, or to the supplemental benefits account, any contributions

that are inadvertently made to the basic account which are in excess of the maximum contributions set out in the *Income Tax Act*.

## **PART 10 – GENERAL ADMINISTRATIVE REQUIREMENTS**

### **Prohibition on assignment and seizure**

- 76** Benefits payable under the Plan must not be assigned, charged, attached, anticipated, surrendered or given as security, and any transaction purporting to assign, charge, attach, anticipate, surrender or give as security a benefit is void.

### **Separation agreements and court orders**

- 77** (1) If a member is separated or divorced and there is a written agreement or court order made under Part 5 or 6 of the *Family Law Act* under which the spouse is entitled to, or relinquishes entitlement to, the benefits under this Plan or has that entitlement cancelled, a copy of that written agreement or court order must be filed with the plan administrative agent before the earlier of
- (a) the death of the member, and
  - (b) the date the member begins receiving a benefit.
- (2) If the written agreement or court order is not filed within the time required by subsection (1), the plan administrative agent must not make any adjustment in the payment of a retirement benefit
- (a) other than a pension granted under Part 7, or
  - (b) except as required by the *Family Law Act*.
- (3) If an adjustment is made under subsection (2), the adjustment applies only to payments made after the written agreement or court order is filed.

### **Proof**

- 78** (1) When required by the plan administrative agent, a member or other person claiming a benefit must submit
- (a) proof respecting
    - (i) age,
    - (ii) identity,
    - (iii) marital status,
    - (iv) employment,
    - (v) termination of employment, or
    - (vi) spouse, or
  - (b) any proof necessary for the determination of entitlement to a benefit.
- (2) The plan administrative agent may defer the granting of a benefit until proof satisfactory to the plan administrative agent has been submitted.
- (3) The plan administrative agent may require the person to provide evidence to establish the claim, including evidence by way of affidavit or declaration or by certified copy of a certificate or other required document.



**Address of members or persons claiming an interest**

- 79** A member or a person with an interest or entitlement must
- (a) keep the plan administrative agent informed of the member's or person's current address, and
  - (b) in the case of a retired member, report in person or by certificate, using the form specified by the plan administrative agent, as the plan administrative agent may require.

**Board's duties and rights**

- 80** (1) The board must do all of the following:
- (a) provide to the plan administrative agent, in the manner and within the time limits specified by the plan administrative agent, complete, accurate and sufficient personal information and records respecting any member as may be necessary for the administration of this Plan;
  - (b) collect and remit to the plan administrative agent all required member and board contributions in accordance with Part 2;
  - (c) provide each member with the information supplied by the plan administrative agent as required by the *Pension Benefits Standards Act*, and provide any other information and records in the manner, and within the time limits, established by the plan administrative agent.
- (2) Nothing in this Plan impairs or affects the rights of the board to remove or dismiss an individual from service.

**Valuation Review Date**

- 80.1** Effective December 31, 2019, the review date, as that term is defined in the Pension Benefits Standards Regulation, for the preparation of actuarial valuations of the WorkSafeBC Pension Plan is December 31.

**Beneficiary designation**

- 81** (1) Despite the member's designation of one or more beneficiaries pursuant to subsection (2) and despite subsection (5):
- (a) if a member has a spouse at the time that the member elects a pension option under section 56, the spouse will be the member's beneficiary;
  - (b) if a member has a spouse at the time that the member dies before being granted a retirement benefit, the spouse will be the member's beneficiary.
- (2) If a member does not have a spouse at the relevant time or a valid spousal waiver has been filed with the plan administrative agent, the member's beneficiary will be determined in accordance with the following:
- (a) the member may designate as the member's primary beneficiary, any one of or a combination of the following:
    - (i) one or more individuals,
    - (ii) one or more corporations, partnerships, societies, associations or any other entities that are acceptable to the plan administrative agent,
    - (iii) the personal representative of the estate of the member in a representative capacity,

- (iv) one or more trustees including, without limitation, trustees of a family trust, trustees of a minor designated by the member as a beneficiary or trustees of a charitable purpose trust;
  - (b) for any primary beneficiary designated pursuant to paragraph (a) the member may designate one or more alternate beneficiaries that will receive the applicable share of the benefit only if the primary designated beneficiary dies, winds-up or terminates (as is applicable) before the member's death;
  - (c) the member may designate the percentage of the benefit to be paid to each of the beneficiaries designated pursuant to paragraphs (a) and (b). If the member does not specify how the benefit will be shared between or among the beneficiaries designated pursuant to paragraphs (a) and (b), the beneficiaries will receive an equal share of the payment;
  - (d) if the member does not designate an alternate beneficiary and the primary beneficiary dies, winds-up or terminates (as is applicable) before the member's death, the share that would have been paid to the primary designated beneficiary will be payable:
    - (i) to the surviving designated beneficiary,
    - (ii) among the surviving designated beneficiaries in equal shares if there is more than one surviving designated beneficiary, or
    - (iii) to the member's estate if there are no surviving designated beneficiaries.
- (3) A person granted power over an adult's financial affairs under
  - (a) Part 2 of the *Power of Attorney Act*, or
  - (b) the *Patients Property Act*may make, alter or revoke a designation under this section only if expressly authorized to do so by the court and the designation is not made in a will.
- (4) Subject to subsection (7), any designation, alteration or revocation of a beneficiary designation made pursuant to subsection (2) or (3) must be
  - (a) in writing,
  - (b) signed by the person making it, or by another person in the presence of the person making it and by the direction of the person making it and the signature may be in the name of the person making it or the person signing by the direction of the person making it, and
  - (c) in a form acceptable to the plan administrative agent.
- (5) A member may make any beneficiary designation made pursuant to this section an irrevocable designation of beneficiary to which subsection (7) applies if
  - (a) the member completes the form approved by the plan administrative agent for that purpose in order to irrevocably designate a beneficiary, and
  - (b) the irrevocable beneficiary designation form referred to in paragraph (a) is filed with the plan administrative agent before the member's death.
- (6) For greater clarity, a member's irrevocable beneficiary designation that does not comply with subsection (5) including, without limitation, because the irrevocable beneficiary designation is made in a will or because the member does not file the form referred to in paragraph (5) (a) with the plan administrative agent before the member's death, the designation will be subject to the normal alteration and revocation rules as set out in subsection (4).

- (7) If a member makes an irrevocable beneficiary designation in accordance with subsection (5), despite subsection (4):
  - (a) the member may only alter or revoke that designation during the lifetime of the beneficiary that is the subject of the irrevocable designation with that beneficiary's express consent and using the form approved by the plan administrative agent for that purpose, and
  - (b) the benefit about which the irrevocable beneficiary designation has been made does not form part of the member's estate upon the member's death and is not subject to the control of the member or of the member's creditors.

#### **Beneficiary designation in a member's will**

- 81.1** (1) Subject to subsection 81 (5), a member's beneficiary designation may be made in the member's will.
- (2) If a member designates a beneficiary in the member's will:
- (a) such designation is only effective if the designation relates expressly to the plan either generally or specifically,
  - (b) the member may alter or revoke that designation by:
    - (i) altering or revoking the designation in a subsequent will provided that alteration or revocation complies with paragraph (a), or
    - (ii) completing a form acceptable to the plan administrative agent for the purpose of altering or revoking a beneficiary designation and by filing that form with the plan administrative agent before the member's death,
  - (c) revocation of the member's will also revokes any beneficiary designations made in the will,
  - (d) revocation of that beneficiary designation does not revive an earlier designation of beneficiary.

#### **Discharge of liability**

- 81.2** (1) If a payment is made to a designated beneficiary, the board and the plan administrative agent are discharged in respect of that benefit even if the plan administrative agent later receives notice of a change of designated beneficiary.
- (2) Any payment to a trustee including, without limitation, payment to a trustee for a minor designated as a beneficiary or a trustee of a family or charitable purpose trust, discharges the board and the plan administrative agent in respect of that payment.
- (3) In the event of a payment referred to in subsection (1) or (2), the board and the plan administrative agent may set up any defence that would have been available had a claim to enforce payment been brought by the member or the member's personal representative.

#### **Benefit payable to a minor**

- 82** (1) If, on the death of a member, a benefit becomes payable to a minor, the benefit must be paid to the Public Guardian and Trustee, in trust for the minor, for payment to the minor on reaching the age of 19 years.
- (2) Subsection (1) does not apply if the member has designated a trustee in respect of the minor under subparagraph 81 (2) (a) (iv).

**Creditor's claim respecting a benefit**

- 83** (1) If, on the death of a member, a benefit becomes payable to
- (a) the spouse of the member if there is a spouse and a valid spousal waiver has not been filed with the plan administrative agent, or
  - (b) a beneficiary of the member if there is no spouse or a valid spousal waiver has been filed with the plan administrative agent,
- the amount is not subject to the control of the creditors of the deceased member and does not form part of the member's estate.
- (2) If, on the death of a member, a benefit becomes payable and no spouse or beneficiary exists who qualifies to receive the benefit under subsection (1), the benefit is payable to the estate of the member and forms part of the member's estate and is subject to the control of the creditors.
- 84** [SECTION NOT USED]

**Benefits under a group disability plan**

- 85** (1) A member who receives a monthly income benefit under a group disability plan for a particular period of time is not entitled to a benefit under this Plan for that same period of time.
- (2) If a benefit was paid under this Plan for a period of time during which the member received a monthly income benefit under a group disability plan, the benefit paid under this Plan must be repaid to the Plan by the member as an amount due and owing by the member to the Plan.

**PART 11 – SUPPLEMENTAL BENEFITS****Supplemental benefit contributions**

- 86** (1) If an active member contribution required under section 5 is limited by subsection 11 (1), the difference between what would have been contributed and what is actually contributed under Part 2 must be contributed under this Part.
- (2) If the board contribution requirement under section 6 is limited by subsection 11 (3), the difference between what would have been contributed and what is actually contributed under Part 2 must be contributed under this Part.
- (3) If a member contribution required for a benefit under Part 3 is limited by subsection 41 (2), (4) or (7) to (9), the difference between what otherwise would have been contributed and what was actually contributed may, with the approval of the board, be contributed under this Part.
- (4) If a board contribution required for a benefit under Part 3 is limited by subsection 41 (2), (4) or (7) to (9), the difference between what otherwise would have been contributed and what was actually contributed may, with the approval of the board, be contributed under this Part.
- (5) The contributions required by this section must be made to the supplemental benefits account.

**Supplemental benefits**

- 87** (1) If a benefit resulting from recognition of service that would be provided under Part 3 is limited by subsections 41 (7) to (9), the difference between what would have been provided and what is actually provided under Part 3 must, with the approval of the board, be provided under this Part.
- (2) If a benefit that would be provided under Part 4 is limited by subsection 49 (1) the difference between what would have been provided and what is actually provided under Part 4 must, with the approval of the board, be provided under this Part.
- (3) If a benefit that would be provided under Part 5 is limited by section 59, the difference between what would have been provided and what is actually provided under Part 5 must, with the approval of the board, be provided under this Part.
- (4) If a benefit that would be provided under Part 6 is limited by section 49 or 59 the difference between what would have been provided and what is actually provided under Part 6 must, with the approval of the board, be provided under this Part.
- (5) If a benefit that would be provided under Part 7 is limited by section 71, the difference between what would have been provided and what is actually provided under Part 7 must, with the approval of the board, be provided under this Part.

**Supplemental cost of living benefits**

- 88** (1) If a member receives or is entitled to receive a cost of living benefit under section 73, the member must receive or is entitled to receive an additional cost of living benefit with respect to the amount of a supplemental benefit payable under section 87.
- (2) The additional cost of living benefit provided under this section must
- (a) be calculated using the same percentage increase as the increase provided with respect to an indexable benefit, and
  - (b) be provided in the same manner as a cost of living benefit provided with respect to an indexable benefit.

**Payment of supplemental benefits**

- 89** If a benefit is payable under this Part, the benefit is payable on the same terms and conditions as the original benefit payable under Parts 4 to 7 unless
- (a) the benefit was to be in the form of a commuted value transfer to a locked- in retirement account, in which case the payment of the commuted value amount under this Part must be made directly to the individual,
  - (b) the person has elected different options for the payment of benefits under Parts 4 to 7 and benefits under this Part, or
  - (c) different treatment is required under the *Income Tax Act* or some other authority.

**Supplemental benefits on re-employment**

- 90** If a member receiving supplemental benefits becomes an employee to whom this Plan applies, the provisions of section 74 respecting a retirement benefit also apply to the supplemental benefits.

**91 to 95** [SECTIONS NOT USED]

## PART 12 – DEFINITIONS AND PLAN INTERPRETATION

### Division 1 – General Definitions

#### Definitions and interpretation

- 96** In this Plan, unless the context requires another meaning, the following defined terms have the following meanings:
- “actuary”** means the Plan’s actuary appointed by the board;
- “active member”** means an employee who is making, or is deemed to be making, contributions to the pension fund, including an employee
- (a) on a leave of absence approved by the board,
  - (b) receiving a group disability plan benefit,
  - (c) no longer required by subsection 5(2) to contribute, or
  - (d) receiving a benefit under this Plan as the spouse or beneficiary of a member,
- but does not include an employee who has terminated employment or is receiving a retirement benefit under this Plan that arises as a result of providing service to the board;
- “beneficiary”** means one or more of the following as permitted by the application of section 81 and includes an alternate beneficiary described in accordance with section 81(2)(b):
- (a) the member’s spouse,
  - (b) one or more individuals,
  - (c) one or more corporations, partnerships, societies, associations or any other entities that are acceptable to the plan administrative agent,
  - (d) the personal representative of the estate of the member in a representative capacity,
  - (e) one or more trustees including, without limitation, trustees of a family trust, trustees of a minor designated by the member as a beneficiary or trustees of a charitable purpose trust.
- “benefit”** means a commuted value, pension, bridge benefit, temporary annuity, monthly benefit or any other entitlement payable under this Plan to a member or the beneficiary of a member;
- “board”** means the Workers’ Compensation Board established under the *Workers’ Compensation Act*, R.S.B.C. 1996, c. 492;
- “bridge benefit”** means a monthly payment payable pursuant to subsection 54(2);
- “capitalized value”** means, in relation to a retirement benefit or indexable benefit or part of a retirement benefit or indexable benefit, its actuarial present value determined, at the date of the calculation, in accordance with
- (a) generally accepted actuarial methods, and
  - (b) mortality and investment rates assumed by the actuary in the most recent actuarial valuation of this Plan,
- as approved by the board;
- “certified copy”** means, in relation to a document, a copy of the document certified to be a true copy by a person authorized by the employer or plan administrative agent to certify the document;
- “child rearing”** means the direct and active caring for a dependent who is under the age of seven years;

- “**commuted value**” means, in relation to a benefit that a member has a present or future entitlement to receive, the actuarial present value of the benefit determined, at the date of calculation, in accordance with
- (a) generally accepted actuarial methods, and
  - (b) mortality and investment rates that are adequate and appropriate, and in accordance with generally accepted actuarial principles,
  - (c) the *Pension Benefits Standards Act*, and
  - (d) the *Income Tax Act*,
- as approved by the board;
- “**consumer price index**” means the Consumer Price Index for Canada, as published by Statistics Canada under the authority of the *Statistics Act* (Canada), and, if the Consumer Price Index for Canada is adjusted to reflect a new time basis or a new content basis, includes a corresponding percentage adjustment in the consumer price index;
- “**contributory service**” means the period of service of a member for which contributions were made by the member or the board, or are deemed to have been made by the member or by the board with respect to the member;
- “**earliest retirement age**” means the end of the calendar month in which a member reaches age 55;
- “**employee**” means an individual who provides a service to the board and is in receipt of, or entitled to, a salary for the service;
- “**fiscal year**” means the year beginning on April 1 and ending on March 31 next following, or the period that the board establishes as the fiscal year;
- “**fund interest rates**” mean the net earned rate of the pension fund as specified by the board;
- “**group disability plan**” means a disability plan approved by the board for the purposes of the Plan;
- “**highest average salary**” has the meaning given to it in Division 2 of this Part;
- “**Income Tax Act**” means the *Income Tax Act*, R.S.C. 1985, c. 1 (5<sup>th</sup> Supplement), as amended;
- “**inactive member**” means an individual who
- (a) was an active member,
  - (b) has terminated employment,
  - (c) is entitled to receive a benefit from this Plan, and
  - (d) is not currently receiving a benefit from this Plan;
- “**indexable benefit**” means a pension, bridge benefit, temporary annuity or monthly benefit payable to a retired member.
- [Note: These are the benefits subject to indexing in accordance with Part 8.]
- “**insurance company**” means a corporation authorized to carry on life insurance business in Canada;
- “**latest retirement age**” means, in respect of a member, November 30<sup>th</sup> of the calendar year in which the member attains the age prescribed under section 8502(e) of the *Income Tax Regulations* under the *Income Tax Act* for the latest commencement of retirement benefits under a registered pension plan;
- “**locked-in**” means that the pension plan funds must be used to provide a lifetime benefit;

**“locked-in retirement account”** means an RRSP that complies with the requirements of Division 2 of Part 9 of the Pension Benefits Standards Regulation;

**“member”** means

- (a) an active member,
- (b) an inactive member, or
- (c) a retired member;

**“minor”** means an individual under the age of majority;

**“monthly benefit”** means a monthly payment payable pursuant to Part 5 for the balance of a guarantee period after the death of a member;

**“normal retirement age”** means the end of the calendar month in which a member reaches age 65;

**“pension”** means a monthly lifetime payment payable pursuant to Part 5 or Part 7;

**“Pension Benefits Standards Act”** means the *Pension Benefits Standards Act*, S.B.C. 2012, c. 30, as amended;

**“Pension Benefits Standards Regulation”** means the *Pension Benefits Standards Regulation*, B.C. Reg. 71/2015, as amended;

**“pension fund”** means the superannuation fund established and maintained for the purposes of the Plan pursuant to subsection 86(3) of the *Workers’ Compensation Act*, R.S.B.C. 1996, c. 492;

**“pension index”** means, for the purpose of the highest average salary, in any one year, the average of the consumer price index over a 12 month period ending on December 31 in that year;

**“pensionable age”** means the end of the calendar month in which a member reaches age 60;

**“pensionable service”** means the period of service of a member, used to determine the amount of the benefits payable to a member under this Plan, for which contributions were made by the member or the employer, or are deemed to have been made by the member or by the employer, but does not include service which the member is, because of this Plan, not permitted to count as pensionable service;

**“plan administrative agent”** means the British Columbia Pension Corporation established under section 5 of the *Public Sector Pension Plans Act*, S.B.C. 1999, c. 44;

**“refund interest rates”** means,

- (a) for periods before April 1, 2003, four percent per annum plus such supplemental rates as may be determined by the board on the basis of the net earnings of the pension fund,
- (b) for periods on or after April 1, 2003 and before January 1, 2004, the rate of interest calculated on the basis of the average yields of 5 year personal fixed term chartered bank deposit rates, published in the Bank of Canada Review as CANSIM Series B 14045,
- (c) for periods on or after January 1, 2004, and before October 1, 2019, the rates of interest calculated on the basis of the average yields of 5 year personal fixed term chartered bank deposit rates, published in the Bank of Canada Review as CANSIM Series V122515, and
- (d) for periods on or after October 1, 2019, the rates of interest calculated on the basis of the average yields of the 5 year personal fixed term chartered bank deposit rates, determined by reference to CANSIM Series V80691336, or its future equivalent,



published by the Bank of Canada, using the value of the last weekly series for each month;

**“RRSP”** means a retirement savings plan that is within the meaning of the *Income Tax Act* (Canada) and that is registered under that Act;

**“retired member”** means a person who

- (a) has terminated employment, and
- (b) is eligible to receive and is receiving a retirement benefit from the pension fund, and includes
- (c) a person who receives a pension or monthly benefit following the death of the member;

**“retirement benefit”** means a pension and, if applicable, a bridge benefit payable pursuant to Part 5;

**“salary”** means the sum of the wages, pay for night duty, service bonuses, vacation pay, substitution pay, northern allowance, shift differential and stand-by fees paid by the board, but does not include overtime pay or any other allowances except those approved for inclusion in salary by the board;

**“service”** means service in the employment of the board;

**“spouse”** individuals are spouses for the purposes of the *Pension Benefits Standards Act* and this Plan on any date on which one of the following applies:

- (a) they
  - (i) are married to each other, and
  - (ii) have not been living separate and apart from each other for a continuous period longer than 2 years;
- (b) they have been living with each other in a marriage-like relationship for a period of at least 2 years immediately preceding the date;

**“temporary annuity”** means a monthly payment payable pursuant to paragraph 56(1)(d);

**“termination of employment”** or **“terminated employment”** means,

- (a) the cessation by the member of employment for which the board is required by this Plan to make contributions on the member’s behalf, or
- (b) in the case of a member who is entitled to receive benefits from a group disability plan and whose contributions to the pension fund have been discontinued because of that entitlement, the cessation of entitlement to benefits from the group disability plan;

**“year’s maximum pensionable earnings”** has the meaning given to it in the *Canada Pension Plan*;

**“years of continuous employment”** means years of employment with the board, including any temporary absences from employment in that period, but does not include any period in respect of which the member has received a benefit. For the purposes of this definition, the absence of an individual from employment with the board is a temporary absence if all of the following apply:

- (a) no cessation of employment with the board has occurred;
- (b) the period of absence is not more than 52 consecutive weeks;
- (c) immediately before the absence the individual was in the employment of the board;

- (d) during the absence the individual is not doing work, or providing a service, for the board for remuneration; and
- (e) after the absence the individual is again in the employment of the board;

## **Division 2 – Highest Average Salary**

### **Calculation of highest average salary – full time service**

- 97** (1) This section only applies to a member whose service was full time during the 60 months immediately preceding termination of employment.
- (2) Subject to subsection (3), the highest average salary of a member who is entitled to a retirement benefit is the average of 1/12th of the annual salary that the member earned, or is deemed to have earned, in each fiscal year
- (a) during the 5 years of service in which the member received, or is deemed to have received, the member's highest salary before the date on which the member begins receiving a retirement benefit, or
  - (b) during the member's actual period of pensionable service, if the member's period of pensionable service is less than 5 years.
- (3) If a member does not terminate employment at the end of a fiscal year, and if the annualized salary for that partial year is equal to or higher than the annual salaries received, or deemed to have been received, in each of the 5 full years of highest annual salary as determined under subsection (2), the partial year may be combined as required with a portion of the salary of the lowest of the 5 years in order to calculate a highest annual salary for the combined year, and the combined year can be used in place of the lowest of the 5 years, but in no case can the total of the 2 portions exceed one year of salary.

### **Calculation of highest average salary – less than full time service**

- 98** (1) This section only applies to a member whose service was less than full time during the 60 months immediately preceding termination of employment.
- (2) The highest average salary of a member who is entitled to a retirement benefit is the greater of
- (a) the average of 1/12th of the annual salary that the member earned, or is deemed to have earned, in each fiscal year during the 5 years of service immediately before the date on which the member begins receiving a retirement benefit, adjusted in each of those years by an additional amount which is calculated by using salary from a year or multiple years of previous service, to compensate for those periods in a year that the member was not working, multiplied by the ratio that the pension index for the calendar year before the year of adjustment bears to the pension index for the calendar year of previous service, and
  - (b) subject to subsection (3), the average of 1/12th of the annual salary that the member earned, or is deemed to have earned, in each fiscal year
    - (i) during the equivalent of 5 full time years of service in which the member received, or is deemed to have received, the member's highest salary before the date on which the member begins receiving a retirement benefit, or
    - (ii) during the member's actual period of pensionable service, if the member's period of pensionable service is less than the equivalent of 5 full time years,

adjusted to its full time equivalent.

- (3) For the purpose of calculating the highest average salary in subsection (2) (b), if a member does not terminate employment at the end of a fiscal year, and if the annualized full time equivalent of the salary for that partial year as determined under subsection (2) (b) is equal to or higher than the annual salaries received, or deemed to have been received, in each of the equivalent of 5 full time years of highest annual salary as determined under subsection (2) (b), the partial year may be combined as required with a portion of the salary of the lowest of the equivalent of 5 full time years in order to calculate a highest annual salary for the combined year, and the combined year can be used in place of the lowest of the 5 years, but in no case can the total of the 2 portions exceed one year of full time equivalent salary.

#### **Adjustment to highest average salary – group disability plan service**

- 99**
- (1) This section only applies to a member who terminates employment and becomes a retired member immediately following cessation of benefits from a group disability plan.
  - (2) The plan administrative agent must adjust the highest average salary of the member, as determined under section 97 or 98, by the ratio that the pension index for the calendar year immediately before the calendar year in which the retirement benefit is granted bears to the pension index for the calendar year in which the member last began to receive a monthly income benefit under the group disability plan.

#### **Adjustment to highest average salary – deferred retirement benefit**

- 100**
- (1) This section only applies to an inactive member who is entitled to and applies for a deferred retirement benefit when the member reaches earliest retirement age or later.
  - (2) In this section, “**percentage increase granted to retirement benefits**” means the percentage increase in a deferred retirement benefit that results from the granting on January 1 in each year of a cost of living benefit under section 73.
  - (3) If an inactive member, whose employment terminated on or after January 1, 1983, is entitled to and applies to receive a retirement benefit under this Plan, the plan administrative agent must adjust the highest average salary of the member, as determined under section 97 or 98, by the method set out in subsection (4) from the first of the month following the month in which termination of employment occurred to the end of the month immediately preceding the month in which the retirement benefit is to be granted.
  - (4) The inactive member’s highest average salary is increased in each calendar year during the period referred to in subsections (2) and (3) by the percentage, for each of those calendar years, as follows:
    - (a) if the member’s retirement benefit is granted in the same calendar year as the year in which termination of employment occurred, the proration, for the number of complete months from the date of termination of employment to the end of the month immediately preceding the effective date of the retirement benefit, of the percentage increase granted to retirement benefits on January 1 of the calendar year of termination;
    - (b) if the member’s retirement benefit is granted in a calendar year other than that referred to in paragraph (a),
      - (i) the proration, for the number of complete months from the date of termination of employment to the end of the calendar year, of the percentage increase granted to retirement benefits on January 1 of the calendar year following termination,

- (ii) for each complete year between the years referred to in subparagraphs (i) and (iii), the percentage increase granted to retirement benefits on each January 1 following the calendar year following termination until January 1 of the year that the retirement benefit is granted, and
- (iii) the proration, for the number of complete months from January 1 of the year the retirement benefit is granted to the end of the month immediately preceding the effective date of the retirement benefit, of the percentage increase granted to retirement benefits on January 1 of that calendar year.

#### **Limitation on calculation of highest average salary**

- 101** (1) For the purpose of this Division, only salary paid to a member after the date on which this Plan first applies to the member must be counted in calculating the member's highest average salary.
- (2) For the purpose of this Division, salary paid to a member while the member is receiving a benefit from a group disability plan must not be counted in calculating the member's highest average salary.

### **PART 13 – TERMINATION OF THE PLAN**

#### **Board power to terminate**

- 102** While the board expects to continue the WorkSafeBC Pension Plan indefinitely, the board reserves the right at any time to terminate the WorkSafeBC Pension Plan.

#### **Actuarial assumptions**

- 103** For purposes of the plan-termination assumptions needed in calculating the ongoing *Pension Benefits Standards Act* minimum funding requirements:
- (a) all active members are deemed to have terminated employment at the date of such plan termination,
  - (b) benefits shall be calculated only on service and salaries credited up to the termination date and there shall be no projection of salary increases beyond such date,
  - (c) in the calculation of the plan's liabilities in respect of benefits to be provided from the basic account, the future indexing of benefits shall be ignored, both before and after retirement, and
  - (d) the liability for such future indexing shall be limited to the assets in the inflation adjustment account.

#### **Definitions**

- 104** For the purposes of this Part, the following words shall have the following meanings, unless the context requires otherwise:

**“accumulated member basic contributions”** means

- (a) all of the contributions made under paragraphs 5(1)(a) and (b), and
- (b) the portion of the contributions made under sections 19, 19.1, 20 and 29 attributable to the plan's basic benefits,

by the member, or by the individual through whom the member derives an interest under the plan, with interest to the date of plan termination at the refund interest rate;

**“accumulated member indexing contributions”** means

- (a) all of the contributions made under paragraph 5(1)(c), and
- (b) the portion of the contributions made under sections 19, 19.1, 20 and 29 attributable to the plan’s indexing benefits,

by the member, or by the individual through whom the member derives an interest under the plan, with interest to the date of plan termination at the refund interest rate;

**“final commuted value”** means, in respect of a member, the commuted value of a member’s entitlement under the Plan as of the plan termination date, including any section 73 cost of living benefits then payable to the member which have been funded by transfers to the basic account pursuant to subsection 73(8), calculated in accordance with paragraphs 103(a) to (c) and section 9 of the *Pension Benefits Standards Regulation*, which amounts will be referred to as the member’s “final accrued basic benefit”, provided that the final commuted value of a member for whom payment of benefits under the plan has commenced prior to the date of plan termination cannot be less than the amount required to purchase an annuity equal to the member’s final accrued basic benefit;

**“member”** means a person who as of the plan termination date is entitled to a benefit from the Plan;

**“net member basic contributions”** means

- (a) for a member for whom payment of benefits under the Plan has not commenced by the date of plan termination, the accumulated member basic contributions, or
- (b) for a member for whom payment of benefits under the Plan has commenced prior to the date of plan termination, the excess, if any, of the accumulated member basic contributions over the sum of the basic lifetime pension payments already made to the member (excluding any portions in respect of section 73 cost of living benefits) prior to the date of plan termination, accumulated with interest to the date of plan termination at the refund interest rate;

**“net member indexing contributions”** means

- (a) for a member for whom payment of benefits under the Plan has not commenced by the date of plan termination, the accumulated member indexing contributions, or
- (b) for a member for whom payment of benefits under the Plan has commenced prior to the date of plan termination, the excess, if any, of the accumulated member indexing contributions over the sum of the section 73 cost of living benefits paid to the member prior to the date of plan termination accumulated with interest to the date of plan termination at the refund interest rate.

#### **Distribution of basic account**

**105** On plan termination, the pension fund, net of wind-up and outstanding regular expenses not paid by the board, shall be applied in the following manner:

- (a) The plan administrative agent must determine in accordance with section 75 the balances in the basic account and the inflation adjustment account as of the plan termination date. Subject to paragraph (c), this determination will be conclusive for all purposes associated with the plan’s windup.
- (b) The actuary shall calculate the final commuted value, net member basic contributions and net member indexing contributions for each member.

- (c) If the aggregate of all members' net member indexing contributions exceeds the balance in the inflation adjustment account on the plan termination date, an amount equal to the excess shall be subtracted from the balance of the basic account determined pursuant to paragraph (a) and an equal amount added to the inflation adjustment account balance.
- (d) Each member shall be entitled to receive, as of the plan termination date, from the amount remaining in the basic account, the following amounts, in the following order:
  - (i) the member's net member basic contributions;
  - (ii) the excess of the member's final commuted value over the member's net member basic contributions.

#### **Contributions by Board**

- 106** If the basic account has insufficient assets on the plan termination date to make all of the payments contemplated by subsection 105(d), the board must contribute the amount of such deficiency to the pension fund in accordance with the *Pension Benefits Standards Act*.

#### **Adjustments to basic account benefits**

- 107** If, despite section 106, the basic account has insufficient assets to make all of the payments contemplated by subsection 105(d), the assets in the basic account must be allocated in accordance with section 135 of the *Pension Benefits Standards Regulation*.

#### **Excess assets in basic account**

- 108** If the basic account has more than sufficient assets to make all payments contemplated by subsection 105(d), then the remaining surplus assets in the basic account must be allocated in the following order of priority:
- (a) The final commuted values of the members who are active employees on the plan termination date must be recalculated assuming future consumer-price-index related indexing of salaries continuing through to a projected date of employment termination or pension commencement for each member.
  - (b) If the surplus assets in the basic account are insufficient to fully increase final commuted values in accordance with subsection (a), the increases must be reduced pro rata so that the aggregate value of the increases pursuant to subsection (a) equals the value of the surplus assets.
  - (c) Each member is entitled to receive as of the plan termination date from the basic account an amount equal to the increase in the member's final commuted value resulting from the application of subsections (a) and (b).
  - (d) If after increasing final commuted values in accordance with subsections (a) and (b) surplus assets remain in the basic account, an amount equal to A minus B must be deducted from that surplus, and added to the inflation adjustment account, where:
    - A = the capitalized amount needed to further index all members' benefits in the manner they normally would have been subject to indexing after the plan termination date assuming full future consumer-price-index-related indexing during the period after termination of employment or pension commencement, and
    - B = the balance in the inflation adjustment account,provided that if the result of the foregoing calculation is a negative number, the result is deemed to be nil; provided further that if the result of the foregoing calculation is greater than the surplus then remaining in the basic account, the result must be reduced to equal the amount of the surplus.
  - (e) The recalculation of the members' final commuted values provided for in subsection (a) and the calculation of the capitalized amount provided for in the description of A in subsection

- (d) must be carried out using assumptions and methodology consistent with the initial calculation of the final commuted values and in accordance with section 9 of the *Pension Benefits Standards Regulation*.
- (f) Subject to subsection (g), if surplus assets remain in the basic account after the foregoing, such surplus assets must be shared equally between the board and the remaining members. The board may use all or any part of its share of such surplus and all or any part of the non-board share of the surplus to improve members' benefits further up to the maximum limits permitted under the *Income Tax Act*.
- (g) If the plan is terminated as a result of a change in ownership and control of the board, the surplus described in subsection (f) must be allocated in full to the members. The board may use all or any part of such surplus to improve benefits further up to the maximum levels permitted under the *Income Tax Act*.
- (h) If there is surplus that is to be distributed to members in cash pursuant to subsection (f) or (g), the distribution must be made in an equitable manner by the board.

#### **Distribution of inflation adjustment account**

- 109** After adjusting the members' final commuted values and the inflation adjustment account balance in accordance with sections 105 and 108, each member is entitled to receive, as of the plan termination date from the inflation adjustment account, the sum of the following:
- (a) the member's net member indexing contributions, and
- (b) the result obtained by multiplying A by B and dividing the result by C, where
- A = the balance of the inflation adjustment account, minus the aggregate of all members' net member indexing contributions,
- B = the member's final commuted value, and
- C = the aggregate of all members' final commuted values.

#### **Permissible forms of payment**

- 110** The plan obligations as determined and modified above must be satisfied by the application of the assets of the pension fund, including any deficiency payments under section 106, in the form of cash, annuity contracts, transfers to other retirement plans or arrangements, or by any combination of these methods or other means, subject to any applicable legislation.

#### **Board determination**

- 111** Subject to the *Pension Benefits Standards Act*, the amounts allocated in accordance with this Part will be solely determined by the board on the advice of the actuary.

## **PART 14 – PENSION COMMITTEE**

#### **Pension Committee**

- 112** The Pension Committee appointed by the board shall on the board's behalf perform such administrative and investment related functions in respect of the WorkSafeBC Pension Plan as are specified by the board in a "terms of reference" or similar document adopted by the board.