

Interpretive Guideline #13 Plan Text Document

Issued: December 2015

This guideline is designed to outline the provisions that are required to be contained in a plan text document that meet the requirements of the [Employment Pension Plans Act](#) (Act) and the [Employment Pension Plans Regulation](#) (Regulation). This guideline summarizes the legislative requirements that apply to the subject matter, and includes (as applicable) additional details to outline the Superintendent of Pensions (Superintendent) expectations and requirements where such authority has been provided by the Act and Regulation. Finally, the guideline outlines best practices and policies that the Superintendent expects from provincially regulated pension plans.

The Act and Regulation should be used to determine specific legislative requirements. Any legal authority of this Guideline rests in the areas in which the legislation delegates authority to the Superintendent to accept a proposal or action.

General Requirements	<p>Section 8(1) of the Act requires that each pension plan must have a plan text document which provides for:</p> <ul style="list-style-type: none">• administration and maintenance;• who is to pay the administration and investment expenses;• that the pension fund must be held and invested in accordance with the Act and Regulation;• the conditions for membership;• the benefit entitlements on termination of membership, death, retirement and termination of the plan;• the deadlines for selecting options and the consequences of not meeting those deadlines;• how interest is to be calculated and applied to contributions;• the treatment and allocation of actuarial excess and surplus;• the benefit and contribution formulas; and• methods for converting optional ancillary contributions to optional ancillary benefits.
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Related to these requirements section 9 of the Act sets out certain provisions that must be included in a plan text document. These will be dealt with specifically in this guideline. A plan text document may provide for benefits that are more favourable than are specified in the Act and Regulation. In this case, “more favorable” is evaluated based on the spirit and intent of the Act and Regulation. The Act also sets out certain optional provisions. It should be noted that while these are optional in the sense that the plan does not have to include them, if the plan sponsor wants to act on the provisions they must be included in the plan text document.

In addition to the items listed in sections 8 and 9 of the Act, a plan text document must state what the effective date of the plan is and if the plan has a defined contribution provision must state who is responsible for the investment of the members’ accounts.

The plan text document is a stand-alone document. It cannot be part of or subject to another document. The plan text document is the contract that outlines the benefits promised and the rules for administering the plan. Subject to the requirements of the Act, the administrator must ensure that plan administration does not vary from what is permitted in the plan text document

The provisions of the plan text document must meet the requirements of the Act and Regulation. If there is a conflict between the plan text document and the Act and Regulation, the Act and Regulation requirements apply.

Plan Text Document Provisions

The terms “Required” and “Optional” in the left column of this Interpretive Guideline indicate items that must be provided for in the plan text document (required) and those that the plan sponsor may choose to include (optional). In each case the explanation refers to the minimum standards set by the legislation. A plan text document may deal with the provision differently as long as the provision takes into consideration the meaning and intent of the legislation and does not go beyond that boundary. Where a required provision is redundant (e.g. interest on member contributions in an employer pay all plan), the Superintendent may exempt the plan from including the provision.

Definitions

Required

The plan text document must contain definitions of terms used within the document that are necessary to make the meaning and intent of the provisions in the plan text document clear.

The definitions used in the plan text document must not conflict with the definitions in the Act and Regulation and certain definitions in the legislation must be included in the plan text document (e.g. pension eligibility date).

The definition of pension partner must be included exactly as provided in the legislation. Some plans use the term spouse instead of pension partner. This is acceptable as long as the rest of the definition is the same as the Act. This may cause confusion, however, as some other pieces of legislation, such as the Matrimonial Property Act, exclude a common-law relationship from the definition of spouse.

Each plan must identify which commuted value method is applicable using the appropriate definition for each provision: (i) benefit formula or (ii) defined contribution [see section 1(1)(k) and section 2 of the Act, and section 9 of the Regulation].

Plan Fiscal Year (Act 11)

Optional

Unless the plan text document specifically provides otherwise, the fiscal year of the pension plan is January 1 to December 31 in each year. If

the plan is to have an alternate fiscal year end this must be stated in the plan text document.

A fiscal year may not be more than 12 months without the written consent of the Superintendent. Consent to this is given where needed to deal with a transitional event such as a one – time change in the plan fiscal year end.

Entitlement to Join a Plan (Act 29)

Required

A pension plan may be established for all employees or for an identifiable class of employees. In either case, if the person is part of that class, that employee must be permitted to join the plan no later than after two years of employment with the participating employer in each of which the employee had earnings of at least 35 per cent of the Year's Maximum Pensionable Earnings (YMPE) in each of two consecutive calendar years of employment

Where membership in a pension plan is optional for a class of employees, the administrator must advise the employees when they reach eligibility. If the employee declines to join the plan when first eligible, the employee has the right to join the plan in the future, subject to meeting any minimum service and earnings requirements. The employer does not have to monitor the status of each employee who declines membership when first eligible nor advise them when they are next eligible. For purposes of administrative efficiency, the employer may establish an open enrollment period on at least an annual basis.

In the case of a collectively bargained multi-employer plan (CBMEP), the two year calculation is two calendar years since the employee was first employed by a participating employer, regardless of the number of hours worked.

The Act allows the employer to define the class or classes eligible to join the plan. The intent is to allow employers to define eligibility based on the nature of the employment relationship. The plan may permit all employees to join the plan or may restrict eligibility to certain classes, such as all employees employed on a regular basis, that is, with no pre-determined date of termination of the employment relationship. A plan may also be for employees at one specific location of the employer.

The plan may exclude certain employment groups from eligibility. Such groups could include employees hired on a contract basis with a pre-determined end date of employment, those hired on a temporary or casual basis or students employed for a summer or other holiday basis, such as Christmas relief.

The plan may have different eligibility criteria for full-time employees compared to part-time employees. However, part-time employees cannot be excluded from eligibility simply because they are part-time. Part-time employees who are part of a class that would otherwise qualify for plan membership if they were full-time must be eligible to join the plan if they meet the employment and earnings tests.

A key consideration is the substance of the employment relationship as opposed to the form. If membership is open to those employed on a regular basis, contract employees would be deemed to be eligible to join the plan if their contracts are continuously renewed.

Where there is a dispute between an employee and employer as to whether the employee is in a class covered by the plan, the Superintendent, pursuant to section 30 of the Act, may intervene and make a ruling as to whether the employee qualifies to be a member of the plan. This ruling may be appealed under sections 146 and 147 of the Act.

Retired member recommencement of employment (Regulation 15)

Required

The plan text document of a pension plan must say what happens when a retired member recommences employment covered by the plan.

There are three possible options:

- the member will **continue** to receive pension payments and is **not eligible** to become an active member of the plan;
- pension payments are **suspended** and the member **again becomes** an active member; or
- subject to the *Income Tax Act* (Canada), the member will **continue** to receive pension payments and **continue** as an active member.

The plan text document may provide for one or all of the alternatives; however, if more than one option is provided, the member must elect which one is to apply.

If the second option is offered, the pension to be paid when the member re-retires must be adjusted by:

- adding the additional accrued benefit; and
- adjusting the prior benefit that had been in pay to reflect the period in which it was not paid [Regulation 15(6)]

Continuous Employment Under a Non-Collectively Bargained Multi-employer Plan [Act 29 (1)(b)(i)]

Optional

In the case of a non-collectively bargained multi-employer plan, the plan may provide that service with any of the participating employers will count towards the accumulation of the two years of service.

Mandatory membership and Auto-Enrollment [Act 29(2), Regulation 26]

Mandatory membership

Optional

A plan text document may require an employee to become a member of the pension plan as part of the terms and conditions of employment if they are or become a member of a class covered by the plan.

A plan text document may further provide that membership is optional at certain points of time (e.g. at date of hire or after satisfying the

minimum service and earnings requirements) and compulsory after a certain service level (e.g. five years of service) is reached.

Auto-enrollment

Optional

The plan text document may further provide that an employee will be automatically enrolled in the pension plan once the employee has received notice of such intention. The employee may at this point elect not to become a member of the plan, in which case that individual's enrollment is cancelled. Note that this is a one-time election option and unless the plan provides otherwise, the member may not later elect to commence membership.

The notice of enrollment must be in writing and must state that the employee will become a member of the plan unless the required objection is filed with the employer. This notice must be given 30 days prior to the enrollment date or, if enrollment starts on employment, on the employment date.

To refuse enrollment the individual must provide a written statement to the administrator stating:

- the employee's name, and
- that the employee has elected not to join the plan.

The statement must be signed and dated by the employee and must be filed with the administrator within 60 days of the date the employee received the notice of enrollment (or such longer period as provided in the plan text document)

Once the employee has elected not to join the plan, the employee does not have the option to later join the plan unless the plan document so allows.

Suspension of Membership (Act 31, Regulation 27)

Optional

Once an employee becomes a member of the plan they remain a member even if they cease to meet the initial eligibility requirements (e.g. if earnings drop below 35 per cent of YMPE). A plan text document may, however, include a provision permitting a member to choose to suspend membership in the plan while continuing in employment covered by the plan.

Where this occurs the plan must provide that:

- no accruals will occur while the member is suspended;
- the member may lift the suspension on any January 1 or July 1 of any year;
- once the suspension is lifted, benefits begin to accrue again;
- while the member is suspended there is no entitlement to receive or transfer benefits from the plan; and
- suspension does not mean active membership stops.

Vesting (Act 32)

Required

A plan text document must provide that if a member terminates active membership while employed in Alberta, the benefit vests in the member. There can be no qualifiers (e.g. length of service or age) related to the vesting and the rules applies to all service, not just benefits accrued after September 1, 2014.

Maximum Employee Contribution to a Benefit Formula Provision (Act 57)

Required

The plan text document of a pension plan that is:

- not jointly funded;
- contains a benefit formula provision; and
- requires that members contribute towards that benefit formula provision

must contain a provision that, upon termination of active membership, any member contributions with interest that are in excess of 50 per cent of the commuted value of the benefit formula are refunded to the member.

The 50 per cent maximum calculation is done when a member ceases membership in the plan, or reaches pension commencement age, or the plan is converted to a defined contribution plan. Any excess member contributions may be:

- paid to the member as a cash lump sum;
- transferred to the member's registered retirement savings plan (RRSP) or registered retirement income fund (RRIF);
- transferred to an insurance company to purchase a life annuity;
- transferred to the pension plan of the member's new employer if that plan so permits; or
- used to increase member benefits under the plan if the plan text document so permits (i.e. optional provision).

Age Requirements – Pension eligibility (Act 66, 67 and 68)

Required

1. Pension Eligibility Date or Age

A plan text document must state the age or date a person may start receiving a pension without reduction or increase. The only requirement for this is the age of the member.

For example, a plan may have:

- (a) a normal retirement date of the end of the month in which the member is age 65; and
- (b) an early unreduced retirement date of the end of the month in which the member attains, for example, age 60 with or without a specified number of years of service.

For the purposes of the Act, the Pension Eligibility Date would be as defined in a) above. The provision as defined in b) above would be treated as an Ancillary Benefit as defined in section 92(1)(e)(ii) and

(2) of the Act.

Required

2. Early Retirement

A plan text document must allow a member to start receiving a pension at any time within the ten year period before the plan's pension eligibility date.

The plan text document must say how this benefit will be reduced and give conditions and circumstances under which the reduction would be less or not apply. The maximum permitted reduction is actuarial equivalent, which means that the reduction is cost neutral to the plan due to the fact that the pension is payable over a longer time period.

Required

3. Delayed Retirement

The plan text document must say what happens if a member reaches the pension eligibility date but continues in employment with the employer. Unless the plan provides otherwise, the member continues to be an active member of the plan and does not commence pension until employment ceases.

Optional

The plan text document may have different provisions for a member who has reached pension eligibility date. These include:

- stop accrual and start the pension;
- stop accrual and delay the start of the pension (the pension may be actuarially increased when the pension does start); or
- subject to the *Income Tax Act* (Canada), continue accrual for new service and also start the pension.

The plan text document may have any or all of the above options. Where more than one option is provided, the member shall elect which option is to be applicable.

Optional

A plan text document may have a maximum number of years of credited service under the pension plan. Once this maximum is reached the member stops accruing benefits and any member contributions stop.

Pension Commencement [Act 1(1)(ss) and 66(2)]

Required

The pension commencement date is the date chosen by the member, when the pension payments are to start to be paid. This is important in the case of a death, as it is the pension commencement date that determines whether a death benefit is considered a pre or post-retirement benefit. If this date has not been reached, the pension is deemed not to have commenced even if the member has ceased employment. If the date has passed, the pension is deemed to have commenced even if no payments have been made.

Mandatory Commencement of Pension Section 66(2)

Required

Normally the member chooses when the pension payments will start. The plan text document must state, however, that pension payments will commence on the final date permitted under the *Income Tax Act* (Canada) if no member election has been filed or the member remains employed.

Exceptions to Locking In (Act 70 and 71, Regulation 76)

Pension benefits earned by a member cannot be paid in cash to the member or surviving pension partner entitled to benefits under the plan.

The Act does have some exceptions to the rule and a plan text document **must** provide for all of them. These are:

Required

1. Commutation of Small Amounts

On termination of membership, at retirement, or where a death benefit is payable to a surviving pension partner, if the benefit does not exceed 20 per cent of that year's YMPE, the plan text document must provide that the member may receive the benefit as a cash lump sum payment or as a transfer to an RRSP.

Optional

If the benefit qualifies as a small amount, the plan text document may require the member to move the benefit out of the plan (i.e. no deferred member option)

Required

2. Shortened Life Expectancy

If a medical practitioner certifies in writing that the plan member (other than a pensioner) has an illness or a disability that will considerably shorten their life then the member can choose to receive a series of payments for a set period or the member can choose to receive a cash lump sum payment or transfer to an RRSP.

Required

3. Non-Residency

If a former member, or other person entitled to a locked-in benefit (other than a pensioner) qualifies as a non-resident under the *Income Tax Act* (Canada) and provides the administrator with a letter from the Canada Revenue Agency indicating that the individual qualifies as a non-resident under the *Income Tax Act* (Canada) then that person may choose to receive a cash lump sum payment. If that person is within ten years of their Pension Eligibility Date or the person is a surviving pension partner on the date of death of a member, they may receive the money as a cash lump sum payment under non-residency. The entitlements under non-residency take precedence over other locking-in provisions.

Required

4. 50 per cent Unlocking on the start of a Life Income Fund (LIF) or Life Income Type Benefit (LITB)

If the plan offers an LITB, or if funds can be transferred to a LIF, then the person can take up to 50 per cent of the commuted value of the benefit as a cash lump sum or transfer to an RRSP when the

funds are transferred to the LITB or LIF.

In the last three options, the pension partner, if any, has to sign a prescribed waiver agreeing to the unlocking.

Required

Contribution and Benefit Formulas (Act 8, Regulation 14)

A plan text document with a defined contribution provision must set out the formula for determining the employer and member contribution.

The employer contribution rate under a defined contribution provision must be at least 1 per cent of each member's salary. (Note that this is a requirement that differs from the requirement applied in the *Income Tax Act (Canada)* which is 1 per cent of the total compensation of all plan members) In addition, the formula for the employer or the member contribution must be the same for all members in the same class.

A plan text document with a benefit formula provision must state the formula that will be used to determine the member's pension benefit. The formula must be the same for all members in the same class.

If benefits are to be integrated with or offset by benefits received under the Canada Pension Plan or Quebec Pension Plan, then the integration/offset must be determined based on the formula set out in section 77 of the Regulation. In accordance with section 76 of the Act, benefits accrued on and after January 1, 1987 may not be adjusted for benefits to be received under the *Old Age Security Act*.

Required

Pre-retirement Death Benefits (Act 89)

The plan text document must state that if a member dies before the member's pension commencement date then a pre-retirement death benefit will be paid.

The benefit must be paid to:

- (a) the pension partner of the member at the time of death (unless a prescribed pre-retirement death benefit waiver has been provided to the administrator),
- (b) to the designated beneficiary if there is no pension partner at the time of death, or
- (c) if there is neither a pension partner nor a designated beneficiary under the plan at the time of death, to the estate of the member.

If the pension partner waives entitlement to the pre-retirement death benefit then the death benefit must be paid to the party noted in (b) or (c) above. The pension partner cannot waive the entitlement and be a designated beneficiary.

The amount of the death benefit is 100 per cent of the commuted value of the benefit accrued by the member. If the plan requires member contributions (other than for a jointly sponsored plan) which were paid towards the accrual of a benefit formula provision, then the rules

regarding maximum employee contribution under section 57 of the Act must apply.

Benefits payable to a pension partner are locked in. The pension partner must be offered the same portability options as are available to the member on termination of membership. Mandatory options are the transfer to a LIRA or to the pension plan of the pension partner's employer if that plan will accept them.

The plan text document must specify which of the additional options are available and whether or not the surviving pension partner will be forced out of the plan.

Optional

If the pension partner is age 50 or older, then they may also be permitted to transfer funds to a LIF, in which case the 50 per cent unlocking provision of the Act applies or purchase a life annuity. The 50 per cent unlocking is not permitted if the member selects the life annuity option.

The plan may require that the pension partner transfer the benefit out of the plan or may offer an immediate or deferred pension from the plan.

Post Retirement Death Benefits (Act 90)

The normal form of benefit refers to the lifetime benefit to be provided and to any additional guarantees that are offered with respect to the benefit payments. For example, a life only form is payable for the life of the pensioner and payments stop on the death of the pensioner. A five year guarantee form pays benefits for the longer of five years or the life of the pensioner. The pension benefit may also be paid as a joint and survivor. In this case, the pension is paid for the lifetime of the member and the person named as the joint annuitant (only a pension partner may be named as such). The pension will continue on the death of either party at the full amount of the existing pension or a reduced amount as elected by the member.

Required

Each plan must state what the normal form of benefit is for a retiring member. There are no actuarial adjustments to the accrued benefit in the normal form.

Optional

The plan may also permit the member to choose a form of pension, other than the normal, in which case the benefit is actuarially adjusted so that the value of the pension remains the same.

Required

The form of benefit payable to a member with a pension partner at retirement must be at least a 60 per cent joint and survivor form with the pension partner being the designated survivor unless the pension partner waives this entitlement.

Optional

The plan may provide that the joint and survivor pension will be actuarially adjusted so it is the same value as the normal form of pension payable to a member without a pension partner, or it may be unreduced.

If the plan text document includes optional forms of pension, the pension partner may waive the right to the 60 per cent joint and survivor benefit. This then permits the member to choose an optional form of pension. Forms 4, 8 and 16 in the Regulation, as applicable must be completed.

Optional

Ancillary Benefits (Act 92)

A pension plan may have ancillary benefits such as disability benefits, bridging and cost of living adjustments.

The plan text document must describe the benefit and conditions for qualifying for the benefit. This would normally be one or both of age and plan membership. Other qualifications are subject to the consent of the Superintendent.

Optional

Phased Retirement Benefits (Act 93, Regulation 87)

A pension plan may provide a benefit to a member who is 60 or is 55 and entitled to an unreduced pension to replace income where a “cut back” on work hours is elected. The member will then receive monthly payments from the pension plan to maintain their level of income.

To offer this, the plan text document must include the conditions for qualifying and how the phased benefit will be calculated.

Optional

Lump Sum Payments – Pre-Retirement (Act 94, Regulation 88)

Under a defined contribution provision, a member who is within ten years of pension eligibility may cut back on work hours and receive an annual lump sum payment from the pension plan to maintain their level of income.

To offer this, the plan text document must include the conditions for qualifying and how the lump sum will be calculated.

Optional

Additional Voluntary Contributions and Optional Ancillary Contributions (Act 95 and Regulation 73(1))

The plan text document may allow members to make additional voluntary contributions (AVC) and/or optional ancillary contributions (OAC).

The AVC provision must state that contributions are permitted and interest will be paid at the fund rate of return. It must state that when the member retires, the AVCs are refundable as a lump sum or may be used to purchase additional benefits under the plan. If a member terminates membership, the AVCs with interest will be refunded as a lump sum payment. The plan may state that the member is permitted to

withdraw some or all of the contributions while an active member.

The OAC provision must state that contributions are permitted and interest will be paid at the fund rate of return. The contributions will be converted to optional ancillary benefits (OAB) as chosen by the member at retirement. The plan text document must state the method for converting OACs to OABs. If the member terminates before pension commencement, the OACs with interest will be refunded as a lump sum payment.

Required

Termination of Benefits and What may be Transferred (Act 96 to 100)

Active membership in a plan terminates:

- under a CBMEP, at the end of two continuous fiscal years of the plan in which the member does not have a total of 350 hours of employment for which contributions are required to be remitted to the plan.
- under a non-collectively bargained multi-employer plan (NCBMEP), on termination of employment, although the plan text document may have a one year delay on termination to allow for employment with another participating employer;
- under a plan supplemental to another pension plan, on the date that the member terminates membership in the first plan; and
- under any other plan, on the date that the member ceases to be in employment covered by the pension plan.

A CBMEP plan text may incorporate a shorter time period and/or hours of employment in order to recognize when termination of active membership occurs, at the option of the member. It may also give the member the option of a longer period before termination is required. It must, however, provide the member with the option of termination at the legislated standard.

Required

If, the commuted value of the terminated member's benefit exceeds the prescribed small amount (20 per cent of YMPE), a plan text document must provide that on termination of membership:

- in the case of a benefit formula provision, the member may leave the funds in the plan for a deferred pension or that the member may choose to transfer the commuted value of the pension to a LIRA or to the pension plan of the member's new employer if that plan so permits.
- in the case of a defined contribution provision, the member may choose to transfer the commuted value of the pension to a LIRA or to the pension plan of the member's new employer if that plan so permits.

Regardless of the benefit type, if the benefit is less than 20 per cent of YMPE, the member must be given the option to receive the funds as a lump sum cash payment or to transfer to an RRSP.

Optional

The plan text document may also permit the member to:

- transfer the commuted value of the benefit to a LIF if the member is at least age 50 and provide the 50 per cent unlocking option when

- the funds are transferred; or
- transfer the commuted value of the benefit to an insurance company to purchase a life annuity.

If the plan has a benefit formula provision and the member is within ten years of the pension eligibility date, the plan text document may state that the member is not permitted to transfer the commuted value out of the plan but must elect an immediate or deferred pension.

If the plan has a defined contribution provision, the plan may permit the member to leave the benefit in the plan for payment at a later date.

A plan text document may also state that if the employer has more than one pension plan and a member terminates membership in one plan to become a member of another plan, the member may not transfer money out of the first plan until membership in the second plan ends, unless the first plan is terminated while the second one continues.

If a plan administrator wants to force a transfer or lump sum payment, the plan text document must specify a date in the termination statement that the member's election of a transfer or payment option must be filed with the administrator and what happens at that deadline. Such date may not be less than 90 days after the statement is provided to the member.

**Required
(CBMEP only)**

The plan text document of a CBMEP must state what happens when a participating employer ceases to participate in the pension plan and specify any impact that such a withdrawal would have on the member's accrued benefits.

Administration and Funding

Required

A plan text document must state who the administrator of the plan is and who is responsible for paying both the administrative and investment expenses of the plan. These expenses may be paid from the plan fund or reimbursed to the employer or plan administrator.

The plan text document must state that the plan will be funded in accordance with the requirements of the Act and Regulation and that the funds of the pension plan will be held and invested in accordance with the requirements of the Act and Regulation. There must be a clear statement in the plan text document about excess assets and plan surplus.

For further information please contact:	
Superintendent of Pensions Alberta Treasury Board and Finance Room 402, 9515 - 107 Street Edmonton, AB T5K 2C3 For toll-free dialling within Alberta, call 310-0000 and then dial 780-427-8322.	Telephone: 780-427-8322 Fax: 780-422-4283 Email: Employment.Pensions@gov.ab.ca Internet: http://finance.alberta.ca/business/pensions Sign up for electronic notifications: http://finance.alberta.ca/subscribe/epen