

AMENDMENT #9-2010
TO THE RETIREMENT PLAN FOR NON-TEACHING EMPLOYEES
OF SCHOOL DISTRICT NO. 43 (COQUITLAM)

1. Amend Section 3.5.1 (Re-Hire of a Member Before Retirement) in Article 3: Eligibility and Enrolment as follows:
 - Revise the opening paragraph by removing the words "and continues to have undischarged benefit rights under Section 10, or a corresponding provision of a previous version of the **Plan**". The revised paragraph reads as follows: "If a **Member** who has undergone **Termination Of Employment**, again becomes an **Employee**, the following provisions will apply."
 - Renumber existing paragraph 3.5.1 (b) to 3.5.1 (c); and
 - Replace existing paragraph 3.5.1 (a) with the following subparagraphs (a) and (b):
 - (a) If the **Member**, on previous **Termination of Employment**, received any portion of the available entitlement in the form of a **Locked-in Transfer** or a **Cash Lump Sum**, and
 - (i) the Member repays to the **Plan** an amount determined by the **Actuary** as being equal in value to the benefits being reinstated allowing for future salary increases and in accordance with applicable legislation; and
 - (ii) the payment is transferred from the **Member's** RRSP, registered pension plan or deferred profit sharing plan; and
 - (iii) the **Committee** agrees to the reinstatement;then previous **Service, Pensionable Service, Retirement Service, and Pensionable Earnings** will be reinstated and any benefit rights in respect of the **previous Termination of Employment** will be cancelled. On subsequent **Cessation Of Service**, the Member's benefits will be calculated based on the combined amounts of **Service, Pensionable Service, Retirement Service, and Pensionable Earnings** as if the **Termination Of Employment** had not occurred.
 - (b) If the **Member**, on previous **Termination of Employment**, received any portion of the available entitlement in the form of a **Locked-in Transfer** or a **Cash Lump Sum**, and any one or more of the criteria set out under subparagraph (a) are not met, then the **Member** is treated as a new **Employee**, subject to the normal eligibility, contribution, and benefit rules for the new period. Any previous **Deferred Pension** or other benefit rights are unaltered.

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CURRENT VERSION

3.5.1 Re-Hire of a Member Before Retirement

If a **Member** who has undergone **Termination Of Employment** and continues to have undischarged benefit rights under Section 10, or a corresponding provision of a previous version of the **Plan**, again becomes an **Employee**, the following provisions will apply.

- (a) If the **Member**, on previous **Termination Of Employment**, received any portion of the available entitlement in the form of a **Locked-in Transfer** or a **Cash Lump Sum**, the **Member** is treated as a new **Employee**, subject to the normal eligibility, contribution, and benefit rules for the new period. Any previous **Deferred Pension** or other benefit rights are unaltered.
- (b) If the **Member**, on previous **Termination Of Employment**, did not receive any portion of the available entitlement in the form of a **Locked-in Transfer** or a **Cash Lump Sum**, the **Member** must rejoin the **Plan** on the date of re-employment and previous **Service, Pensionable Service, Retirement Service, and Pensionable Earnings** will be reinstated. Any **Deferred Pension** or other benefit rights in respect of the **previous Termination of Employment** will be cancelled. On subsequent **Cessation Of Service**, the **Member's** benefits will be calculated based on the combined amounts of **Service, Pensionable Service, Retirement Service, and Pensionable Earnings** as if the **Termination Of Employment** had not occurred.

PROPOSED AMENDED VERSION

3.5.1 Re-Hire of a Member Before Retirement

If a **Member** who has undergone **Termination Of Employment**, again becomes an **Employee**, the following provisions will apply.

- (a) If the **Member**, on previous **Termination of Employment**, received any portion of the available entitlement in the form of a **Locked-in Transfer** or a **Cash Lump Sum**, and
 - (i) the **Member** repays to the **Plan** an amount which is determined by the **Actuary** as being equal in value to the benefits being reinstated allowing for future salary increases and in accordance with applicable legislation, and
 - (ii) the payment is transferred from the **Member's** RRSP, registered pension plan or deferred profit sharing plan; and
 - (iii) the **Committee** agrees to the reinstatement;

then previous **Service, Pensionable Service, Retirement Service, and Pensionable Earnings** will be reinstated and any benefit rights in respect of the **previous Termination of Employment** will be cancelled. On subsequent **Cessation Of Service**, the **Member's** benefits will be calculated based on the combined amounts of **Service, Pensionable Service, Retirement Service, and Pensionable Earnings** as if the **Termination Of Employment** had not occurred.

- (b) If the **Member**, on previous **Termination of Employment**, received any portion of the available entitlement in the form of a **Locked-in Transfer** or a **Cash Lump Sum**, and any one or more of the criteria set out under subparagraph (a) are not met, then the **Member** is treated as a new **Employee**, subject to the normal eligibility, contribution, and benefit rules for the new period. Any previous **Deferred Pension** or other benefit rights are unaltered.
- (c) If the **Member**, on previous **Termination Of Employment**, did not receive any portion of the available entitlement in the form of a **Locked-in Transfer** or a **Cash Lump Sum**, the **Member** must rejoin the **Plan** on the date of re-employment and previous **Service, Pensionable Service, Retirement Service, and Pensionable Earnings** will be reinstated. Any **Deferred Pension** or other benefit rights in respect of the **previous Termination of Employment** will be cancelled. On subsequent **Cessation Of Service**, the **Member's** benefits will be calculated based on the combined amounts of **Service, Pensionable Service, Retirement Service, and Pensionable Earnings** as if the **Termination Of Employment** had not occurred.

**RESOLUTION OF THE RETIREMENT COMMITTEE
RELATING TO THE RETIREMENT PLAN FOR NON-TEACHING EMPLOYEES
OF SCHOOL DISTRICT NO. 43 (COQUITLAM)**

WHEREAS the Board of School Trustees of School District No. 43 (Coquitlam) (the "Board") has established The Retirement Plan for Non-Teaching Employees of School District No. 43 (Coquitlam) (the "Plan");

AND WHEREAS the Plan provides that the Board may amend the Plan from time to time;

AND WHEREAS the Retirement Committee is recommending that the Plan be amended to reflect a provision for eligibility to rejoin the Plan on rehire with repayment of prior benefits;

AND WHEREAS the Board has authorized the Retirement Committee established under the Plan to make minor housekeeping amendments that do not alter the substance of the Plan but that may be necessary or desirable for legislative compliance and for effective administration of the Plan as long as such amendments do not impact Board policy or require any adjustment to the Board's contribution rate as at the effective date of the amendment;

NOW THEREFORE BE IT RESOLVED that:

1. the Board adopt the following Amendment #9-2010 to the Plan text effecting the noted changes as at September 30, 2010; and
2. the Board authorize the Retirement Committee established under the Plan to make further minor amendments that do not alter the substance of the Plan but that may be necessary or desirable to respond to review of Amendment #9-2010 by regulatory authorities for legislative compliance.

I hereby certify that this is a true copy of a Resolution passed at a duly constituted meeting of the Board held on _____.

Signed: _____

Title: _____

Date: _____