SCHEDULE A

ANNEXE A

SOLEMN DECLARATION

I, ……
do solemnly declare that I will faithfully, truly and to the best of my judgement, skill and ability, execute and perform the duties required of me as an officer or employee of the Canadian Broadcasting Corporation and which properly relate to any office or position in the said Corporation held by me.

I further solemnly declare that I will not communicate or allow to be communicated to any person not legally entitled thereto any information relating to the affairs of the Corporation, nor will I allow any such person to inspect or have access to any books or documents belonging to or in the possession of the Corporation and relating to the business of the Corporation, and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under Oath.

Delcared before me at _____

this _____ day

of _____ 19 _____

_____
Witness

_____
Signature

DÉCLARATION SOLONNELLE

Je, ……
déclare solennellement d'accomplir avec fidélité et sincérité, ainsi qu'au mieux de mon jugement, de ma capacité et de mon habilité, les devoirs qui me sont assignés comme fonctionnaire ou employé de la Société Radio-Canada, et qui se rattachent à bon droit à toute charge ou à tout poste que je remplis dans ladite Société.

En outre, je déclare solennellement de ne communiquer ni permettre que soit communiqué aucun renseignement sur les affaires de la Société à une personne n'y ayant pas droit légalement et de ne permettre à aucune semblable personne d'inspecter des livres ou documents appartenant à la Société ou en la possession de cette dernière, et se rapportant aux affaires de la Société ou d'avoir accès audits livres ou documents, et je fais cette déclaration solennelle, la croyant consciencieusement vraie et sachant qu'elle a la même force et le même effet que si elle était faite sous serment.

Déclaré devant moi à _____

ce _____jour

de _____ 19 _____

_____
Témoin

_____
Signature

[INCLUDING C-9/C-47/2013 Cont increase]

CANADIAN BROADCASTING CORPORATION PENSION PLAN

Amended and restated as of July 1, 2011

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CANADIAN BROADCASTING CORPORATION PENSION PLAN

SECTION 1
NAME AND EFFECTIVE DATE

Name

1.1 Name of Plan

These provisions may be cited as the CBC Pension Plan.

1.2 Effective Date

Prior Plan Text

Prior to July 1, 2011, the CBC Pension Plan was comprised of three parts, namely Part I for Full-Time Employees, Part II for Part-Time Employees, and Part III for the flexible component.

Effective Date

Part I, Part II and Part III are amended, consolidated and restated herein effective July 1, 2011 unless otherwise specified.

1.3 Application

Continuation of CBC Pension Plan

This restated CBC Pension Plan continues, for Contributors and Employees of the Corporation, the Canadian Broadcasting Corporation Pension Plan that came into effect on September 1, 1961, as revised to reflect the requirements of the PBSA.

Application

Except as otherwise specifically provided, this restated CBC Pension Plan applies to Employees in the service of the Corporation on July 1, 2011, and thereafter. For greater certainty and unless otherwise specified, the rights of a Contributor who retired, died or otherwise terminated employment prior to July 1, 2011 are governed by the Canadian Broadcasting Corporation Pension Plan as it existed when the Contributor retired, died or otherwise terminated employment, as applicable.

Benefits Accrued Under Part II

Benefits accrued by Contributors under Part II prior to July 1, 2011 shall continue to be determined in accordance with the provisions of Part II as they read on June 30, 2011. These provisions are set out in Schedule "B" hereto.

SECTION 2
DEFINITIONS

2.1 Definitions

In the CBC Pension Plan and the Regulations made hereunder, unless the context otherwise requires:

"Accumulated Employee Contributions"

(a) "**Accumulated Employee Contributions**" means the entire amount paid by the Contributor, either during the Contributor's entire period of Pensionable Service, unless otherwise specified, or during such part or in respect of such part of the Contributor's Pensionable Service as may be specified, together with interest thereon calculated in the manner prescribed in Regulation 1. This amount shall be reduced by the Redesignated Employee Contributions, if any.

"Actuary"

(b) "**Actuary**" means a person or firm retained by the Corporation who is, or one of whose employees is, a Fellow of the Canadian Institute of Actuaries.

"Actuarial Equivalent"

(c) "**Actuarial Equivalent**" means a benefit of equal value, based on actuarial bases approved by the Corporation from time to time, on the recommendation of the Actuary, and which are in effect on the date on which the benefits related thereto commence to be payable, subject to any requirement of the PBSA and the ITA.

"Assumed Pensionable Service"

(d) "**Assumed Pensionable Service**" for the purpose of computing benefits to or in respect of a Contributor who ceases to be an Employee by reason of becoming Disabled, or following the death of a Contributor, means the greater of:

(i) the Pensionable Service rendered by the Contributor; or

(ii) the lesser of

(A) fifteen (15) years, or

(B) the sum of

(1) the Pensionable Service rendered by the Contributor excluding Pensionable Service credited pursuant to subsections 11.6 and 11.7 and section 15, if any, and

(2) the number of years (with allowance for each completed calendar month) between the date on which the Contributor ceases to be an Employee and the Contributor's Normal Retirement Date (both dates inclusive), multiplied by the

Contributor's Full-Time Equivalent Rate for the day preceding the one on which the Contributor ceases to be an Employee.

For the purpose of this paragraph, the Full-Time Equivalent Rate of a Contributor who is an On-Call Employee shall be determined with the year of Membership immediately preceding the date on which the Contributor ceases to be an Employee as the period of reference or, if the Contributor has less than such a year of Membership, with the Contributor's period of Membership as the period of reference.

"Average YMPE"

(e) "**Average YMPE**" means, with respect to any Contributor, the average of the YMPE for the year in which the Contributor reaches a Final Salary Year and for each of the two (2) preceding years.

"Basic Survivor Pension"

(f) "**Basic Survivor Pension**" has the meaning set out in subparagraph 7.3(a)(i).

"Child"

(g) "**Child**" means a person who, at the time of the Contributor's death, and continuously thereafter,

(i) is under eighteen (18) years of age, or

(ii) if in full-time attendance at a school or university, who is under twenty-five (25) years of age,

and who is the natural child, adopted child or step-child of a deceased Contributor, provided always that the same child shall not qualify as such in respect of more than one (1) Contributor. If more than one (1) person qualify as a Child, they may collectively be referred to as "**Children**".

For more certainty, a person shall be deemed to be in full-time attendance at a school or university if such person is considered by the school or university attended to be a full-time student pursuant to its policies. A person who ceases to qualify as a Child after the death of a Contributor shall not be eligible to re-qualify thereafter.

"Cogeco"

(h) "**Cogeco**" means Cogeco Inc. or any of its subsidiaries.

"Continuous Employment"

(i) "**Continuous Employment**" means a period of employment since last joining the Corporation without regard to periods of temporary interruption of employment.

"Contributor"

(j) "**Contributor**" means a person who contributes or has formerly contributed to the CBC Pension Plan and who is entitled to benefits thereunder.

"Contributory Service"

(k) "**Contributory Service**" of a Contributor means the sum of the following periods:

(i) the Contributory Service accumulated by the Contributor under Part I and Part II prior to July 1, 2011,

(ii) the periods of Pensionable Service credited after June 30, 2011 to the Contributor pursuant to subsections 11.6 and 11.7 and section 15, and

(iii) the number of calendar months after June 30, 2011 in respect of which such Contributor made or is deemed to have made contributions in accordance with section 4, including such months prior to last becoming a Contributor.

Notwithstanding subparagraph (iv), a Contributor who is not an On-Call Employee shall only be credited with a fraction of a month of Contributory Service in respect of a calendar month where such Contributor reaches a Final Salary Year before the last day of a month or is not working all the Normal Work Hours for a given month. In such cases, the fraction to be credited shall be equal to the Contributor's Work Attendance Rate for that month.

Notwithstanding subparagraph (iv), a Contributor who is an On-Call Employee shall only be credited with a fraction of a month of Contributory Service in respect of a calendar month if the Contributor has worked less than four days in the month on the same schedule as a full-time employee in the class of employee of which such Contributor is a member. In such case, the fraction to be credited to the Contributor shall be equal to one quarter of a month of Contributory Service for each day in such month on which the Contributor has worked on the same schedule as a full-time employee in the class of employee of which such Contributor is a member.

"Corporation"

(l) "**Corporation**" means the Canadian Broadcasting Corporation.

"Deferred Pension"

(m) "**Deferred Pension**" means an annual pension other than an Immediate Pension that becomes payable to or in respect of a Contributor on the first day of any month subsequent to the termination of the Contributor's service with the Corporation but not earlier than the day following the Contributor's Optional Retirement Date and not later than the day following the Contributor's Unreduced Retirement Date.

"Deferred Salary Leave Plan"

(n) "**Deferred Salary Leave Plan**" means a vehicle provided by the Corporation to an Employee through which the Employee may defer a portion of the Employee's earnings for the purpose of financing a pre-planned future period of leave of absence. The terms and conditions of such plan are set out in the policies of the Corporation and any applicable collective agreement.

"Disabled"

(o) "**Disabled**", with reference to a Contributor, means that the Contributor for medical reasons has become totally and permanently disabled and

incapable, in the opinion of the President of the Corporation or his delegate, on the basis of written certification by a medical practitioner who is licensed to practice under the laws of a province or of the place where the Contributor resides and submission of any other proof of disability that may be deemed necessary, in the opinion of the President of the Corporation or his delegate, of satisfactorily performing on a regular basis the duties of his office or former office or any other position with the Corporation commensurate with his qualifications and experience, provided that no Contributor who is an Employee at the Contributor's Normal Retirement Date shall then be regarded as Disabled.

"Elective Service"

(p) "**Elective Service**" means the service described in section 15.

"Employee"

(q) "**Employee**" means:

(i) a person who is performing services either on a Full-Time Basis or Part-Time Basis for the Corporation and is employed in a position which is considered by the Corporation to be of a continuing nature, and such person has been hired by the Corporation to perform such services for an indefinite period and shall be deemed to include any person appointed by the Governor-in-Council to serve full time as a director of the Corporation;

(ii) a person who is performing services either on a Full-Time Basis or Part-Time Basis for the Corporation and is employed in a position which is considered by the Corporation to be supernumerary or temporary or such other equivalent category established by the Corporation from time to time;

(iii) a person who is performing services either on a Full-Time Basis or Part-Time Basis for the Corporation as a contract employee member of the "Association des réalisateurs" (French);

(iv) a person who is performing services either on a Full-Time Basis or Part-Time Basis for the Corporation as a contract employee member of the "Syndicat des Communications de Radio-Canada";

(v) a person who is performing services either on a Full-Time Basis or Part-Time Basis for the Corporation as a contract employee member of the Canadian Media Guild;

(vi) a person who is performing services on an on-call basis for the Corporation as a temporary employee member of the "Syndicat des technicien(ne)s et artisan(e)s du réseau français de Radio-Canada";

(vii) a person who is performing services on an on-call basis for the Corporation as a temporary employee member of the "Syndicat canadien de la fonction publique";

(viii) a person who is performing services on an on-call basis for the Corporation as a contract employee member of the "Association des réalisateurs"; or

(ix) such other category as may be determined by the Corporation from time to time.

An Employee referred to in subparagraph (vi), (vii) or (viii) above is referred to as an **"On-Call Employee"**.

An Employee shall be deemed to include a person who is on leave of absence without pay when such person was so classified as an Employee immediately prior to being granted such leave.

An Employee referred to under subparagraph (iii) or (iv) above does not cease to be considered an Employee when there is a break in service of less than thirteen (13) weeks that is solely due to a program's production scheduling. These breaks in service shall be treated in the same manner as leaves of absence without pay are treated.

"Excess Employee Contributions"

(r) "**Excess Employee Contributions**" mean the amount, if any, by which the Accumulated Employee Contributions of a Contributor exceeds fifty percent (50 %) of the Pension Benefit Credit of such Contributor.

"Final Salary Year"

(s) "**Final Salary Year**" of an Employee means the calendar year during which such Employee ceases to qualify as an Employee, and an Employee shall be deemed to have reached a Final Salary Year on the date on which such Employee ceases to qualify as an Employee.

"Full-Time Basis"

(t) "**Full-Time Basis**", in relation to an employee, means engaged to work, throughout the year, all or substantially all of the Normal Full-Time Work Hours. For greater certainty, an On-Call Employee is not considered a person working on a Full-Time Basis for the purpose of the CBC Pension Plan.

"Full-Time Equivalent Rate"

(u) "**Full-Time Equivalent Rate**" means the ratio between the number of hours actually worked by a Contributor during a given period (including hours deemed to be worked during a leave of absence granted pursuant to the Corporation's policies) and the Normal Full-Time Work Hours for the same period. For greater certainty, the ratio shall not exceed one.

"General Service"

(v) "**General Service**" of a Contributor means a continuous period during which such Contributor has been in the service of the Corporation, including service with Cogeco immediately prior to September 1, 2002 with respect to Contributors whose employment has been transferred from Cogeco to the Corporation on September 1, 2002.

"Immediate Pension"

(w) "**Immediate Pension**" means an annual pension that becomes payable to or in respect of a Contributor on the first day of the month next following

the day on which the Contributor ceased to be an employee, died or became Disabled, as the case may be.

"Initial Eligibility Requirement"

(x) "**Initial Eligibility Requirement**" means:

(i) the completion of twenty-four (24) months of Continuous Employment with the Corporation and,

(ii) for an Employee who is performing services on a Part-Time Basis (with the exception of an Employee as defined in subparagraph 2.1(q)(i)), the receipt of earnings, in respect of employment with the Corporation, equal to at least thirty-five per cent (35 %) of the YMPE in each of two (2) consecutive calendar years.

"ITA"

(y) "**ITA**" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time.

"Lump-Sum Amount"

(z) "**Lump-Sum Amount**" means a lump-sum amount which is the Actuarial Equivalent of the pension benefit of a Contributor and which can be paid on a non-locked-in basis.

"Membership"

(aa) **"Membership"** means a Contributor's period of Continuous Employment between the date on which the Contributor last commenced to contribute to the CBC Pension Plan and a particular date.

"Normal Full-Time Work Hours"

(bb) **"Normal Full-Time Work Hours"** means, in respect of an Employee or Contributor, the number of hours of work normally scheduled by the Corporation during a given period for full-time employees in the class of employees of which such Employee or Contributor is a member..

"Normal Retirement Date"

(cc) "**Normal Retirement Date**" of a Contributor means the last day of the month in which the Contributor attains the age of sixty-five (65) years.

"Normal Work Hours"

(dd) **"Normal Work Hours"** means, in respect of an Employee or Contributor, the number of hours of work normally scheduled by the Corporation for such Employee or Contributor during a given period.

"Optional Retirement Date"

(ee) "**Optional Retirement Date**" of a Contributor means the day which is ten (10) years prior to the Contributor's Unreduced Retirement Date.

"PBSA"

(ff) "**PBSA**" means the *Pension Benefits Standards Act, 1985* (Canada) including the regulations thereunder and the directives of the Superintendent, as amended from time to time.

"Parts I, II and III"

(gg) **"Part I"**, "**Part II**" and **"Part III"** mean Part I, Part II and Part III of the CBC Pension Plan as they read on June 30, 2011.

"Part-Time Basis"

(hh) "**Part-Time Basis**", in relation to an employee, means engaged to work less than all or substantially all of the Normal Full-Time Work Hours. For

greater certainty, an On-Call Employee is considered a person working on a Part-Time Basis for the purpose of the CBC Pension Plan.

"Past Service Pension Adjustment"

(ii) "**Past Service Pension Adjustment**" has the meaning assigned to it in the ITA.

"Pension Benefit Credit"

(jj) "**Pension Benefit Credit**" in relation to a Contributor or a Spouse, means the aggregate value at a particular time, determined in accordance with the PBSA, of that Contributor's benefits or Spouse's benefits, as the case may be, calculated without taking into account any Excess Employee Contributions, and, when in respect of a Contributor who has died or become Disabled, calculated as if the Contributor had not died or had not become Disabled.

"Pension Board"

(kk) "**Pension Board**" means the CBC Pension Board of Trustees established by the Corporation.

"Pension Fund"

(ll) "**Pension Fund**" means the fund established by virtue of the Trust Deed between the Corporation and the CBC Pension Board of Trustees effective September 1, 1961, as amended from time to time.

"Pensionable Salary Rate"

(mm) "**Pensionable Salary Rate**" means:

(i) in the case of a Contributor who has rendered at least ten (10) years of Contributory Service, the greater of:

(A) the highest average annual Salary of the Contributor during any period of five (5) consecutive years during the Contributor's last ten (10) years of Contributory Service rendered, or

(B) the average annual Salary of the Contributor during the Contributor's entire period of Contributory Service rendered, or during the Contributor's last thirty-five (35) years of Contributory Service if the Contributor has rendered more than thirty-five (35) years of Contributory Service;

(ii) in the case of a Contributor who has rendered at least five (5) but less than ten (10) years of Contributory Service, the highest average annual Salary of the Contributor during any period of five (5) consecutive years of Contributory Service rendered;

(iii) in the case of a Contributor who has rendered less than five (5) years of Contributory Service, the average annual Salary of the Contributor during the period of Contributory Service rendered;

(iv) in the case of a Contributor whose total Contributory Service is comprised of Contributory Service last rendered and a period of

Elective Service interrupted by termination of employment or by a period of non-pensionable service, and whose Contributory Service last rendered is less than five (5) years, the average annual Salary received during the period of the Contributor's Contributory Service last rendered.

Average annual Salary

The average annual Salary received by a Contributor during any period of Contributory Service rendered shall be taken as such Contributor's total Salary during such period divided by the number of years during such period.

Last partial month

Notwithstanding the foregoing, in the case of a Contributor who ceases to qualify as an Employee on a date other than the last day of a month, the Salary received by the Contributor in the last partial month of a Final Salary Year shall be taken into account for the purpose of calculating the Pensionable Salary Rate, provided that the total period of Salary included in the calculation of the Pensionable Salary Rate does not exceed five (5) years.

Elective Service and Contributory Service Under Part II

Notwithstanding the foregoing, any period of Contributory Service accumulated by the Contributor under Part II prior to July 1, 2011 which was not immediately preceded by a period of Contributory Service accumulated under Part I, any period of Contributory Service credited pursuant to subsections 11.6 and 11.7 and any period of Elective Service prior to the current period of Membership, including any period of Elective Service which has been bought back, shall be disregarded for the purpose of calculating the Pensionable Salary Rate.

Service Under Part I and Part II

Notwithstanding the foregoing, where an Employee ceased to contribute under Part I and, without a Final Salary Year occurring, became an Employee under Part II, all periods of service under Part I are deemed to be uninterrupted by periods of service under Part II for the purposes of computing such Contributor's Pensionable Salary Rate. The Salary for each pay period under Part I, except the period under Part I in which the Contributor reaches a Final Salary Year, if applicable, will be adjusted. The adjustment will be in the form of a ratio of the Wage Index. The ratio will be based on the calendar year in which the Salary in question was paid, the Final Salary Year and the number of pay periods required in computing a Pensionable Salary Rate.

Maximum Pensionable Salary Rate

Notwithstanding any other provision, the Pensionable Salary Rate of a Contributor at any time shall be deemed not to exceed such amount as would result in a pension for such Contributor (calculated as if the Contributor had reached Normal Retirement Date) in excess of the maximum pension then permitted by the ITA as a condition for registration of pension plans under said Act.

"Pensionable Service"

(nn) "**Pensionable Service**" means, subject to sections 5 and 15 and subsections 11.6 and 11.7, the sum of the following periods:

(i) the Pensionable Service accumulated by the Contributor under Part I prior to July 1, 2011,

(ii) the periods of Pensionable Service credited to the Contributor after June 30, 2011 pursuant to subsections 11.6 and 11.7 and section 15, if any, and

(iii) each calendar month after June 30, 2011 in respect of which the Contributor made or is deemed to have made contributions in accordance with section 4, multiplied by the Contributor's Full-Time Equivalent Rate for such month.

The Pensionable Service of a Contributor shall not include any period for which a Lump-Sum Amount has been paid or a Deferred Pension or Immediate Pension granted or a Pension Benefit Credit transferred out of the CBC Pension Plan.

Unless otherwise specified, Pensionable Service rendered prior to July 1, 2011 under Part II shall not be included in a Contributor's Pensionable Service.

"Public Pension Plan"

(oo) "**Public Pension Plan**" means the Canada Pension Plan or the Québec Pension Plan, as applicable at the time of determination, as amended from time to time.

"Redesignated Employee Contributions"

(pp) "**Redesignated Employee Contributions**" means an amount equal to seventeen and two tenths percent (17 2/10 %) of the Accumulated Employee Contributions with respect to Pensionable Service before January 1, 2000 that was redesignated as voluntary employee contributions and was paid to the Contributor.

"Salary"

(qq) "**Salary**", in relation to any period, means the basic salary rate of a Contributor during such period excluding overtime and other supplementary remuneration that may be paid to the Contributor from time to time.

Salary of Part-Time Employees

For greater certainty, the basic salary rate of a Contributor who is employed on a Part-Time Basis shall be determined as if such Contributor were employed on a Full-Time Basis.

Secondary assignment

During a period of secondary appointment, as determined under the Corporation's policies, the basic salary rate of a Contributor shall be deemed to be the basic salary rate of the Contributor in respect of the Contributor's primary appointment.

Deemed Salary

For the purpose of computing the Pensionable Salary Rate, the Salary of a Contributor shall be deemed to be:

(i) during any period of maternity leave, paternity leave, child care leave, adoption leave, absence without pay for childcare purposes, and compassionate care leave granted pursuant to the Corporation's policy regarding the granting of such leaves, if such periods are included in the Contributor's Pensionable Service according to the Corporation's policy, provided that the Contributor elects to and does make any required contributions thereto as specified in the Corporation's policy, the basic salary rate paid to the Contributor immediately before such leave begins, otherwise such leave shall be regarded as being a leave of absence without pay; and

(ii) for any period during which a Contributor is in receipt of benefits under the long-term disability income plan made available to employees of the Corporation as part of the Corporation's benefit program:

(A) for the calendar year or fraction thereof, for which such benefits are first payable, the basic salary rate paid to the Contributor immediately prior to such period;

(B) for each subsequent calendar year or fraction thereof in such period, the basic salary rate deemed to be paid to the Contributor at the end of the immediately preceding calendar year, adjusted by the lesser of the economic increase granted or negotiated for the preceding calendar year for the position held by the Contributor immediately prior to receiving such benefits or the increase in the Wage Index for the said calendar year; the adjustment shall not be made in the first calendar year subsequent to the commencement of long-term disability if the Contributor's salary had already been adjusted by the economic increase in the calendar year when the Contributor commenced to receive long-term disability benefits; and

(iii) for any period during which salary is deferred under the Corporation's Deferred Salary Leave Plan, the basic salary rate before allowances for contributions to the Deferred Salary Leave Plan; and

(iv) during any period of leave under the Corporation's Deferred Salary Leave Plan, the basic salary rate deemed to be paid to the Contributor under subparagraph (iii) above immediately before the leave, provided that the Contributor elects to and does make contributions thereto at the rate determined under the

Corporation's policy and in accordance with the Corporation's Deferred Salary Leave Plan, otherwise such leave shall be regarded as being leave of absence without pay; and

(v) in the case of a Contributor covered by a collective agreement between the Corporation and the Canadian Media Guild, for any period on or after October 4, 2005 during which the Contributor is on leave of absence because the Contributor is elected to a Canadian Media Guild office or has accepted work with the Canadian Media Guild on a full-time basis for more than one year, which period must be included in the Contributor's Pensionable Service and for which the Contributor must make the required contributions thereto, the basic salary rate paid to the Contributor immediately before such leave begins and adjusted during the period of leave by the negotiated wage increases in accordance with the applicable collective agreements.

Not returning to work

Notwithstanding the provisions of this paragraph 2.1(qq), if a Contributor does not resume active employment immediately following a period of absence without pay for childcare purposes described in subparagraph (i) above, or a period described in subparagraph (iv) above, or immediately following the expiration of any immediately subsequent permitted period of leave of absence, such period shall be regarded as being leave of absence without pay.

"Spouse"

(rr) "**Spouse**" in relation to a Contributor means, except as otherwise provided or as required in the application of subsection 10.5,

(i) if there is no person described in subparagraph (ii), a person who is married to the Contributor, or a person who is party to a void marriage with the Contributor, or

(ii) a person who is cohabiting with the Contributor in a conjugal relationship at the relevant date, having so cohabited with the Contributor for at least one (1) year.

"Superintendent"

(ss) "**Superintendent**" means the Superintendent of Financial Institutions appointed pursuant to subsection 5(1) of the *Office of the Superintendent of Financial Institutions Act* (Canada).

"Unreduced Retirement Date"

(tt) "**Unreduced Retirement Date**" of a Contributor shall be deemed to be:

(i) if the Contributor's age when added to the Contributor's Contributory Service total eighty-five (85) years or more, the last day of the month in which the Contributor ceases to qualify as an Employee, but in no case shall the Unreduced Retirement Date of a Contributor be deemed to be later than the Contributor's Normal Retirement Date;

(ii) if the Contributor does not satisfy the criteria of subparagraph (i) above, but if the Contributor has either rendered at least twenty-five (25) years of Contributory Service or attained the age of at least forty-five (45) years when the Contributor ceases to qualify as an Employee and rendered at least ten (10) years of General Service, the latest of:

(A) the last day of the month in which the Contributor ceases to qualify as an Employee, or

(B) the last day of the month in which the age when added to the Contributory Service would have totalled eighty-five (85) years had the Contributor remained in service until such day,

but in no case shall the Unreduced Retirement Date of a Contributor be deemed to be later than the Contributor's Normal Retirement Date;

(iii) if the Contributor does not satisfy the criteria of subparagraph (i) or (ii) above, but if the Contributor has rendered twenty (20) or more years of Contributory Service, the last day of the month in which the Contributor's age when added to the Contributor's Contributory Service total eighty-five (85) years, but in no case shall the Unreduced Retirement Date of a Contributor be deemed to be later than the Contributor's Normal Retirement Date;

(iv) if the Contributor does not satisfy the criteria of subparagraph (i), (ii) or (iii) above, the Contributor's Normal Retirement Date.

For all purposes of this definition, both "age" and "Contributory Service" shall be calculated in years and fractions thereof.

For all purposes of this definition, Contributory Service shall be deemed not to include any period for which the Contributor was granted leave of absence without pay and for which contributions were not made as provided under paragraph 4.1(i).

"Wage Index"

(uu) "**Wage Index**" means the wage index to be used in the computation of benefits as prescribed from time to time pursuant to Regulation 2.

"Work Attendance Rate"

(vv) "**Work Attendance Rate**" means the ratio between the number of hours actually worked by a Contributor during a given period and the Contributor's Normal Work Hours for the same period. For greater certainty, the ratio shall not exceed one.

"YMPE"

(ww) "**YMPE**" means the year's maximum pensionable earnings defined under the Public Pension Plan as applicable at the time of determination.

2.2 Interpretation

Equality of status

(a) An expression in the CBC Pension Plan that imports a male person may be read and construed to import a female person and an expression that imports a female person may be read and construed to import a male person, unless the section in which such an expression occurs expressly excludes this provision.

Titles

(b) The titles given to sections, subsections and paragraphs are inserted for convenience of reference and are not part of the sections, subsections and paragraphs for purposes of interpretation.

Defined terms

(c) When used in the CBC Pension Plan and the Regulations made hereunder, the terms defined in subsection 2.1 are written using capital letters, when terms are used without capital letters, they are to have the general meaning of such terms.

Official languages

(d) Both the English and French version of the CBC Pension Plan shall be considered official plan texts having equal force. Where a difference in interpretation arises, both versions will be compared in order to determine the intended meaning of the provisions at issue.

SECTION 3
MEMBERSHIP

3.1 Mandatory Participation

Contributors on June 30, 2011 and permanent Employees

(a) Subject to subsection 3.3, the following persons shall contribute to the CBC Pension Plan:

(i) all Employees on July 1, 2011 who were contributing under Part I or Part II on June 30, 2011, and

(ii) all persons who become Employees as defined in subparagraph 2.1(q)(i) on or after July 1, 2011.

3.2 Optional Participation

Temporary and contract Employees

(a) An Employee as defined in subparagraph 2.1(q)(ii), (iii), (iv), (v), (vi), (vii), (viii) or (ix) who is not contributing to the CBC Pension Plan may elect to do so provided:

(i) the Employee meets the Initial Eligibility Requirement, and

(ii) an election to contribute has been filed in a form acceptable to the Pension Board.

Returning Employee

(b) A former Employee returning to work for the Corporation as an Employee as defined in subparagraph 2.1(q)(ii), (iii), (iv), (v), (vi), (vii), (viii) or (ix) shall be required to meet the Initial Eligibility Requirement before contributing to the CBC Pension Plan.

Returning laid-off Employee

(c) Notwithstanding paragraph 3.2(b), an Employee as defined in subparagraph 2.1(q)(ii), (iii), (iv) or (v) who elects to retain credit for Pensionable Service rendered prior to a lay off period in accordance with subsection 5.3 shall be eligible to contribute to the CBC Pension Plan without meeting the Initial Eligibility Requirement.

3.3 Exclusions

Religious beliefs

(a) No person shall be required to contribute to the CBC Pension Plan who objects to becoming a Contributor because of a bona fide religious belief and provides such evidence as may be required by the Pension Board in respect of such person's application to waive participation in the CBC Pension Plan, and the decision of the Pension Board shall be binding and conclusive upon the Contributor.

Public Service Superannuation Act

(b) Any person who, except for this section, would be eligible and required to contribute to the CBC Pension Plan, shall not be eligible or required to contribute to nor eligible to receive any benefits from the CBC Pension Plan in respect of any period during which by reason of an election

pursuant to the *Public Service Superannuation Act* (Canada) such person is deemed to be employed in the Public Service.

Returning retiree

(c) A former Employee returning to work for the Corporation as an Employee and who has elected to continue to receive a pension pursuant to paragraph 6.9(a) shall not be eligible to contribute to the CBC Pension Plan.

Employees aged 71 and older

(d) An Employee who, because of age and according to the provisions of subsection 6.6, is drawing a pension shall not be eligible to contribute to the CBC Pension Plan.

SECTION 4
CONTRIBUTIONS

4.1 Employee Contributions

Initial contribution date

(a) A person covered by paragraph 3.1(a) contributes to the CBC Pension Plan:

(i) as of July 1, 2011 in the case of an Employee covered by subparagraph 3.1(a)(i),

(ii) as from the first day of the month coinciding with or next following the day on which such person becomes an Employee covered under subparagraph 3.1(a)(ii), it being understood that if the day such person becomes an Employee is the first working day of the month in which such person becomes an Employee, according to the conditions of work of such Employee, such person shall be deemed to have become an Employee on the first day of that month.

(b) If an election to contribute is made pursuant to paragraph 3.2(a), contributions shall begin on a date which is the later of:

(i) the first day of the month following the submission of the election to the Pension Board, or

(ii) the first day of the month following the completion of the Initial Eligibility Requirement.

Contribution rates before July 2012

(c) Except as otherwise provided, contributions to the CBC Pension Plan in respect of the period beginning July 1, 2011 and ending June 30, 2012 shall be made by payroll deduction or as determined by the Corporation while the Contributor remains an Employee accruing Pensionable Service in the following amount:

(i) the sum of

(A) five and one-fifteenth percent (5 1/15 %) in respect of Salary up to and including the YMPE, and

(B) six and two-thirds percent (6 2/3 %) in respect of Salary exceeding the YMPE,

(ii) multiplied by the Full-Time Equivalent Rate of the Contributor for the given period.

Contribution rates after July 2012

(d) Except as otherwise provided, contributions to the CBC Pension Plan in respect of the period beginning July 1, 2012 shall be made by payroll deduction or as determined by the Corporation while the Contributor

remains an Employee accruing Pensionable Service in the following amount:

(i) in respect of the period beginning July 1, 2012 and ending June 30, 2013:

(A) the sum of

(1) five and fifty three hundred percent (5.53 %) in respect of Salary up to and including the YMPE, and

(2) seven and twenty seven hundred percent (7.27 %) in respect of Salary exceeding the YMPE,

(B) multiplied by the Full-Time Equivalent Rate of the Contributor for the given period.

(ii) in respect of the period beginning July 1, 2013:

(A) the sum of

(1) six and nineteen hundred percent (6.19 %) in respect of Salary up to and including the YMPE, and

(2) eight and fourteen hundred percent (8.14 %) in respect of Salary exceeding the YMPE,

(B) multiplied by the Full-Time Equivalent Rate of the Contributor for the given period.

Fluctuations in Salary

(e) Where the Salary of a Contributor fluctuates during a given pay period, the contributions to be paid in respect of such period shall be calculated on the average Salary of the Contributor during that period.

Increased rate

(f) Notwithstanding paragraphs 4.1(c) and (d), the rate of contributions set out in clause 4.1(c)(i)(B), 4.1(d)(i)(A)(2) or 4.1(d)(ii)(A)(2), as applicable, shall apply to the entire Salary during any period in which the Contributor does not make contributions under the Public Pension Plan by reason of age.

Lower rate

(g) Notwithstanding any other provisions, any female Contributor may, if she so elected prior to February 15, 1976, contribute an amount which is one percent (1 %) of her Salary less than the rates of contributions stated in paragraphs 4.1(c) or 4.1(d), as the case may be.

CMG office

(h) A Contributor covered by a collective agreement between the Corporation and the Canadian Media Guild, for any period on or after October 4, 2005 during which the Contributor is on leave of absence because the Contributor is elected to a Canadian Media Guild office or has accepted work with the Canadian Media Guild on a full-time basis for more than one (1) year must make the required contributions to the Pension Fund. Such contributions shall be equal to the contributions which would have been paid by the Contributor had the Contributor remained in active employment and shall be paid in a manner determined by the President of the Corporation or his delegate but not later than the return of the Contributor to active employment.

Leaves – Partial months

(i) When a Contributor is granted leave of absence without pay, no contributions shall be paid in respect of such leave unless otherwise specified.

Leaves – Public interest

(j) When a Contributor is granted leave of absence without pay for a continuous period not in excess of two (2) years, and such leave is deemed by the President of the Corporation or his delegate to have been granted in the public interest, the Contributor may elect to contribute in respect of such period of absence. Such contribution shall be made by paying to the Corporation, for payment to the Pension Fund, the contributions which would have been paid by the Contributor and by the Corporation in respect of the Contributor had the Contributor remained in active employment during such period of absence and the contributions shall be based on the Salary the Contributor received from the Corporation immediately prior to such leave of absence. Such contributions shall be paid in a manner determined by the President of the Corporation or his delegate but not later than the return of the Contributor to active employment.

Long-Term Disability

(k) For all purposes of the CBC Pension Plan, except the computation of the Accumulated Employee Contributions, a Contributor shall be deemed to have contributed in accordance with subsection 4.1 in respect of a period during which such Contributor was in receipt of benefits under the long-term disability income plan made available to employees of the Corporation as part of its benefit program.

Maximum contributions

(l) The contributions to be deducted from the Salary of a Contributor shall be limited, where applicable, to take into account, as described below, the maximum pension permitted by the ITA as a condition for registration of pension plans under said Act. Contributions for any period during which a Contributor receives or is deemed to receive Salary shall be limited to such part of the Contributor's Salary as would be sufficient to result in said maximum pension for the calendar year in which the contribution is made, based on the assumption that the YMPE and the Contributor's Salary for any other period were the same as for such period.

No cessation

(m) Subject to the provisions of subsections 3.3 and 4.1, no Contributor shall be permitted to cease contributions to the CBC Pension Plan unless the Contributor ceases to qualify as an Employee.

Exception

(n) When the total Pensionable Service of a Contributor (including Pensionable Service accrued prior to July 1, 2011 under Part II) reaches thirty-five (35) years, the contributions of such Contributor shall cease. For all purposes of the CBC Pension Plan, except the computation of the Accumulated Employee Contributions of such Contributor, it shall be deemed that such Contributor continued to make the contributions which would have been made except for this paragraph 4.1(n).

Withdrawal

(o) Except as otherwise provided, a Contributor who is entitled to a Deferred Pension or an Immediate Pension or other benefit, or who would be so entitled if the Contributor had reached a Final Salary Year, is not entitled to withdraw any part of such Contributor's contributions to the CBC Pension Plan. Any pension and any Pension Fund monies attributable to such contributions shall be applied towards the provision of the Deferred Pension or Immediate Pension or other benefit to which such Contributor or eligible survivors are entitled.

Deposit

(p) All contributions deducted from a Contributor's Salary must be deposited to the Pension Fund not later than thirty (30) days after the end of the period in respect of which such contributions were deducted.

4.2 Contributions of the Corporation

Required contributions

(a) The Corporation shall provide for the funding of the CBC Pension Plan as is required, based on the advice of the Actuary, to provide

(i) the normal cost of the benefits currently accruing to Contributors under the CBC Pension Plan, and

(ii) for the proper amortization of any unfunded liability or solvency deficiency, both in accordance with such tests and standards as are prescribed by the PBSA,

subject to the provisions of the ITA, after taking into account the assets of the Pension Fund, contributions of Contributors and all other relevant factors. For greater certainty, it is understood that the Corporation may avail itself of any funding measures available under the PBSA (including without limitation solvency relief measures and other reductions of solvency special payments).

Deposit

(b) The Corporation contributions shall be remitted to the Pension Fund monthly and not later than thirty (30) days after the end of the period in respect of which the instalment is paid.

Overpayment

(c) Subject to the prior approval of the Superintendent, and in accordance with the PBSA, any overpayment made by the Corporation in the plan year in excess of the amount required to be contributed or payments made by the Corporation that should have been paid out of the Pension Fund may be returned to the Corporation out of the Pension Fund.

Use of Surplus

(d) Any surplus determined during the continuation of the CBC Pension Plan pursuant to an actuarial valuation or opinion filed with the Superintendent and/or the Canada Revenue Agency may be used by the Corporation in whole or in part to:

(i) reduce the outstanding balance of any initial unfunded liability or solvency deficiency;

(ii) reduce the Corporation's contributions that would otherwise be required to be paid in accordance with the prescribed solvency tests under the PBSA;

(iii) increase benefits under the CBC Pension Plan by lump-sum payments or otherwise.

SECTION 5
PENSIONABLE SERVICE

5.1 Maximum Pensionable Service

35 years

(a) The Pensionable Service to the credit of a Contributor which shall be counted in computing a pension to or in respect of the Contributor under the CBC Pension Plan (including Pensionable Service rendered under Part II prior to July 1, 2011) shall not exceed thirty-five (35) years.

Pre-1966 service

(b) When a Contributor has rendered more than thirty-five (35) years of Pensionable Service under the CBC Pension Plan (including Pensionable Service rendered under Part II prior to July 1, 2011), that part of such service rendered by the Contributor prior to 1966, if any, shall count for the computation of the pension, and such computation shall be made in accordance with the provisions of subparagraph 6.3(a)(i) and the balance of Pensionable Service allowed shall be deemed to be the service rendered by the Contributor after 1965 for the purposes of paragraph 6.3(a).

Returning Employee

(c) If a Contributor reaches a Final Salary Year and again becomes an Employee, the Pensionable Service to the Contributor's credit which shall be counted in computing a pension to or in respect of the Contributor after again becoming an Employee shall not exceed thirty-five (35) years (including Pensionable Service rendered under Part II prior to July 1, 2011) less any period of service on and after September 1, 1961 in respect of which a Deferred Pension or Immediate Pension was granted to or in respect of the Contributor.

The reference to thirty-five (35) years in paragraphs 4.1(n) and 5.1(a) shall be deemed to be a reference to such maximum number of years which may be counted as Pensionable Service.

Leaves of absence

(d) The Pensionable Service to the credit of a Contributor (including Pensionable Service rendered under Part II prior to July 1, 2011) attributable to eligible periods of temporary absence after 1989, as defined in the ITA, shall be limited to an aggregate of five (5) full-time equivalent years plus an additional three (3) full-time equivalent years in respect of periods of parenting after 1989, as defined in the ITA.

5.2 Leaves of Absence

Leaves – Public interest

(a) When a Contributor is granted leave of absence without pay for a continuous period not in excess of two (2) years, and such leave is deemed by the President of the Corporation or his delegate to have been granted in the public interest, the period of such leave shall be regarded as Pensionable Service to the credit of the Contributor if the Contributor elects to and does contribute in respect thereto as set out in paragraph 4.1(j).

Long-term disability

(b) A period during which a Disabled Contributor is in receipt of benefits under the long-term disability income plan made available to employees of the Corporation as part of its benefit program shall be deemed to count as Pensionable Service whether contributions are paid or not.

Returning laid-off Employee

5.3 Reinstated Service

When an Employee is laid off, such person shall be deemed to have reached a Final Salary Year and shall be eligible for benefits according to sections 6 and 8. Notwithstanding anything to the contrary herein, if such person again becomes an Employee within one (1) year following the date on which the Employee was laid off, the Employee may elect, within one (1) month of written notification by the Pension Board, to retain credit for the Pensionable Service rendered prior to the date on which the Employee was laid off, in which case the Employee will be required to waive or relinquish entitlements to immediate or deferred benefits or refund any settlement or other payments received after the Employee was laid off, as the case may be, and which were granted under sections 6 and 8 following the Employee's lay-off.

SECTION 6
RETIREMENT BENEFITS

6.1 General Provisions

Application

(a) A Contributor who ceases to be an Employee by reason of retirement or becoming Disabled shall be entitled to retirement benefits subject to the conditions set out in section 6.

Deemed Employee

(b) In applying the provisions of section 6, a Contributor shall be deemed not to have ceased to be an Employee until such Contributor has reached a Final Salary Year.

Public Pension Plan

(c) Where, in section 6, reference is made to the Public Pension Plan in the computation of benefits, the person to whom benefits are payable shall establish to the satisfaction of the Pension Board that such person has conformed with all regulations, formalities and instructions issued under the authority of the Public Pension Plan and has done everything within such person's power to do or refrain from doing to ensure that the maximum pension payable under the provisions thereof may be paid at its earliest possible date and for the longest possible duration. Failing this requirement, the pension payable to or in respect of such Contributor shall be computed on the basis of the actual Pensionable Service of the Contributor.

Normal pension

6.2 Normal Retirement Pension

A Contributor who retires on the Contributor's Normal Retirement Date shall receive an Immediate Pension computed according to subsection 6.3.

Pension formula

6.3 Computation of Retirement Pension

Except as otherwise provided, the amount of annual pension to which a Contributor shall become entitled as of the Contributor's Unreduced Retirement Date is an amount equal to the greater of (a) or (b) below:

(a) the sum of the following:

(i) in respect of Pensionable Service rendered prior to January 1, 1966, two percent (2 %) of the Contributor's Pensionable Salary Rate multiplied by the Pensionable Service rendered by such Contributor before the year 1966, and

(ii) in respect of Pensionable Service rendered after the year 1965, two percent (2 %) of the Contributor's Pensionable Salary Rate in excess of the Average YMPE, multiplied by the Pensionable Service rendered by such Contributor after the year 1965, and

(iii) in respect of Pensionable Service rendered after the year 1965, one and three-tenths percent (1 3/10 %) of the lesser of the Contributor's Pensionable Salary Rate or the Average YMPE, multiplied by the Pensionable Service rendered by such Contributor after the year 1965;

(b) in the case of a Contributor whose actual retirement date occurs prior to the Contributor's Normal Retirement Date, the pension payable to the Contributor before the Contributor's Normal Retirement Date shall be computed on the basis of two percent (2 %) of the Contributor's Pensionable Salary Rate multiplied by the Pensionable Service to the Contributor's credit, less any benefit received by the Contributor under the Public Pension Plan other than a benefit received before age 65 which is intended to be the approximate equivalent of a benefit otherwise payable at age 65.

Maximum pension

6.4 Maximum Retirement Pension

As provided under the ITA, notwithstanding any other provision, the amount of annual pension to which a Contributor shall be entitled under the CBC Pension Plan for the Contributor's lifetime (including the annual pension accrued under Part II in respect of service rendered prior to July 1, 2011), computed according to subsection 6.3 and the equivalent provision under Part II shall not exceed the lesser of:

(a) two percent (2 %) of the Contributor's average best three non-overlapping periods of twelve (12) consecutive months of indexed compensation multiplied by the Contributor's years of Pensionable Service (including Pensionable Service accrued under Part II prior to July 1, 2011) not in excess of thirty-five (35) years; and

(b) $1,722.22 (or such greater amount as is permitted by the ITA from time to time) multiplied by the Contributor's years of Pensionable Service (including Pensionable Service accrued under Part II prior to July 1, 2011) not in excess of thirty-five (35) years;

reduced, if the pension commencement date precedes the earlier of the day on which:

(c) the Contributor will attain age sixty (60); or

(d) the Contributor's age plus early retirement eligibility service as defined in the ITA would have equalled eighty (80); or

(e) the Contributor would have completed thirty (30) years of early retirement eligibility service as defined in the ITA;

by one-quarter of one percent (1/4 %) for each month by which the pension commencement date precedes that day.

A Contributor's indexed compensation for a year is the Contributor's compensation for the year multiplied by the Wage Index for the year in which pension benefits commence, divided by the Wage Index for the year in which the compensation was received.

6.5 Early Retirement Pension

Early pension

(a) A Contributor who retires on or after the Contributor's Optional Retirement Date but before the Contributor's Unreduced Retirement Date shall receive an Immediate Pension computed in accordance with paragraph 6.5(b).

Reduction

(b) The amount of Immediate Pension payable to a Contributor under the terms of paragraph 6.5(a) shall be equal to the amount of pension payable on the Contributor's Unreduced Retirement Date computed in accordance with subsections 6.3 and 6.4, and reduced by six twelfths percent (6/12 %) for each of the first thirty-six (36) months by which the date from which the Contributor's pension is actually made payable precedes the Contributor's Unreduced Retirement Date, by a further five twelfths percent (5/12 %) for each of the next thirty-six (36) such months, and by a further four twelfths percent (4/12 %) for each of the next forty-eight (48) such months. However, in no case, shall such reduction in the Contributor's pension result in pension benefits that are less than the Actuarial Equivalent of the pension benefits which would have been payable had the Contributor's pension commenced to be paid on the Contributor's Unreduced Retirement Date.

Early unreduced pension

(c) A Contributor who retires on or after the Contributor's Unreduced Retirement date but before the Contributor's Normal Retirement Date, shall receive an Immediate Pension computed in accordance with subsections 6.3 and 6.4.

6.6 Late Retirement Pension

Postponed pension

(a) A Contributor who retires after the Contributor's Normal Retirement Date shall receive an Immediate Pension computed in accordance with subsection 6.3, provided that no Contributor shall be deemed to be an Employee during any period on or after the first day of the month of December in the year in which the Contributor attains the age of seventy-one (71) years or any other such age limit as defined in the ITA, and an Immediate Pension shall commence no later than such day.

Adjustment

(b) Notwithstanding subsection 6.3, if, after reaching the Contributor's Normal Retirement Date, a Contributor does not continue to make contributions to the Public Pension Plan, the annual amount of pension to which the Contributor shall become entitled with respect to Pensionable Service rendered after the Contributor's Normal Retirement Date during which the Contributor did not contribute to the Public Pension Plan shall

be computed as two percent (2 %) of the Contributor's Pensionable Salary Rate multiplied by the number of years of such Pensionable Service, subject to the limitation in subsection 6.4.

In the case of such a Contributor, references to "Final Salary Year" in respect of the YMPE shall be deemed to be references to the year in which the Contributor attains the Contributor's Normal Retirement Date.

6.7 Disability Benefits

Benefits on ceasing to qualify as an Employee by reason of becoming Disabled shall be as follows.

Less than 2 years of service

(a) A Contributor who ceases to be an Employee before the Contributor's Unreduced Retirement Date, having less than two (2) years of Membership shall be entitled to:

(i) a Lump-Sum Amount, or

(ii) a Deferred Pension computed in accordance with subsections 6.3 and 6.5 and payable at the Contributor's Unreduced Retirement Date.

Disability pension

(b) If a Contributor has at least two (2) years of Membership, an Immediate Pension shall be paid, computed according to subsection 6.3, except as provided in paragraphs 6.7(c), 6.7(d) and 6.7(e).

Additional pension

(c) Subject to paragraphs 6.7(d) and 6.7(e), in addition to the pension provided by paragraph 6.7(b), an Immediate Pension will be paid equal to the excess, if any, of:

(i) the pension computed as two percent (2 %) of the Contributor's Pensionable Salary Rate multiplied by the number of years of Assumed Pensionable Service of such Contributor

over

(ii) the sum of such Contributor's pension, computed without taking into account this paragraph 6.7(c), and the pensions, if any, which such Contributor receives or is eligible to receive from the Public Pension Plan or which such Contributor receives or is eligible to receive under Part II.

Reduction

(d) The total of the pensions granted under paragraphs 6.7(b) and 6.7(c) shall be reduced by any pension granted to such Contributor under any legislation other than the Public Pension Plan providing compensation in respect of any illness or injury suffered by such Contributor in respect of employment by the Corporation, provided that such reduction shall not result in a total benefit of less than an Immediate Pension computed as

though such Contributor had reached the Contributor's Normal Retirement Date and was not Disabled.

Maximum pension

(e) The amount of disability benefits shall not exceed the limit prescribed by the ITA.

Option

(f) A Contributor may elect to receive instead of such disability benefits, the benefits which would be granted if such Contributor had ceased to qualify as an Employee for a reason other than death or becoming Disabled.

6.8 End of Disability

Recomputation of pension

(a) When a Contributor in receipt of a pension by reason of becoming Disabled has, in the opinion of the Corporation, ceased to be Disabled, the pension or other benefit to which such Contributor is or may become entitled shall be recomputed without reference to such disability, and the disability pension shall cease if the Contributor again becomes an Employee.

Pensionable Service for computation of benefits

(b) If such Contributor again becomes an Employee immediately after the Contributor ceases to be regarded as Disabled, Pensionable Service prior to having become Disabled shall be included in the computation of any pension which becomes payable to or in respect of such Contributor when again reaching a Final Salary Year.

6.9 Contributor Returning to Work

Options

Notwithstanding any other provision, when a Contributor who is receiving a pension is rehired as an Employee, the Contributor may choose:

Payments continued

(a) to continue receiving pension payments, in which case any period of service with the Corporation during which pension payments are being received shall be deemed not to be Pensionable Service; or

Suspension of pension payments

(b) to have the pension payments suspended as of the first of the month coinciding with or next following the Contributor's date of rehire, in which case, at subsequent retirement, the amount of annual pension to which the Contributor shall become entitled will be equal to the greater of:

(i) the lesser of:

(A) the sum of:

(1) in respect of the Contributor's previous period of Pensionable Service, the Actuarial Equivalent of the annual pension and any other benefits to which the Contributor was entitled in respect of that previous period of Pensionable Service at the date of re-employment, and

(2) in respect of the Contributor's subsequent period of Pensionable Service, the annual pension computed in accordance with the terms of the CBC Pension Plan for that period of Pensionable Service, or

(B) the sum of:

(1) in respect of the Contributor's previous period of Pensionable Service, the sum of:

I. the annual pension payable as of the previous retirement date indexed on each January 1st following such retirement date until the January 1st preceding the second retirement date but not after the year in which the Contributor reached age sixty-five (65); the indexation on each applicable January 1st shall be as prescribed by the CBC Pension Plan for the period between the first retirement date to the date of re-employment and at one hundred percent (100 %) of Consumer Price Index for the period between the date of re-employment and the earlier of the second retirement date and the attainment of age sixty-five (65), and

II. the annual pension recalculated to reflect the new early retirement reduction applicable considering his entire period of Pensionable Service less the annual pension payable as of the previous retirement date and based on the previous early retirement reduction factor applied as of such date;

if the second retirement date is after the attainment of age sixty-five (65), the pension payable should be adjusted to be the Actuarial Equivalent of the pension calculated under clause 6.9(b)(i)(B)(1) payable from age sixty-five (65), and

(2) in respect of the Contributor's subsequent period of Pensionable Service, the annual pension computed in accordance with the terms of the CBC Pension Plan for that period of Pensionable Service, or

(ii) the annual pension computed in accordance with the terms of the CBC Pension Plan, as the case may be, for the Contributor's entire period of Pensionable Service.

Death during suspension

In the event that the Contributor dies during the period when the pension payments are suspended, the Contributor shall be deemed to have retired immediately prior to his death for purposes of determining death benefits.

6.10 Forms of Pension

Lifetime pension

(a) A pension under this section 6 shall be payable in equal monthly instalments in advance and shall continue, subject to the terms of the CBC Pension Plan, during the lifetime of the Contributor. A pension shall cease immediately after the monthly instalment payable on the first day of the month in which the Contributor's death occurs.

Joint and survivor pension

(b) If a Contributor has a Spouse when pension payments begin to be paid to him and no spousal waiver has been filed in a prescribed form to the Pension Board,

(i) unless the surviving Spouse's pension which the CBC Pension Plan otherwise provides (herein called the normal Spouse's pension) equals at least sixty percent (60 %) of that payable to the Contributor, the Contributor shall be deemed to have elected the sixty percent (60 %) survivor option whereby, in lieu of the normal Spouse's pension, the surviving Spouse will receive a pension equal to sixty percent (60 %) of the pension which the Contributor would have received if the Contributor had survived, the amount of the Contributor's pension being the Actuarial Equivalent of that payable with the normal Spouse's pension, and

(ii) no option may be elected to provide a pension to the surviving Spouse of less than sixty percent (60 %) of the pension that would have been payable to the Contributor if the Contributor had survived.

For greater certainty, the normal Spouse's pension described above shall be deemed to be the Basic Survivor Pension described under subparagraph 7.3(a)(i) if the Contributor's Spouse at the time of commencement of pension payments was the Contributor's Spouse when the contributor reached a Final Salary Year.

If the Contributor's Spouse at the time of commencement of pension payments was not the Contributor's Spouse when the Contributor reached a Final Salary Year, the normal Spouse's pension described above shall be deemed to be a pension equal to sixty percent (60 %) of the pension calculated in accordance with subsections 6.3, 6.4 and 6.5 that would have been payable to the Contributor if the Contributor had survived. The

amount of the pension payable to the Contributor is reduced to be the Actuarial Equivalent of that payable with such normal Spouse's pension.

Variable benefit

Notwithstanding the foregoing, an option through which the amount of the Contributor's pension only is adjusted so as to vary by reference to the amount of pension payable under the *Old Age Security Act* (Canada) may be elected as long as the pension that would be payable to the surviving Spouse following the Contributor's death is at least sixty percent (60 %) of the pension that would have been payable to such Contributor, except for such adjustment, had the Contributor survived.

Other optional forms

(c) Subject to paragraphs 6.10(b) and subsection 10.5, the Pension Board may make available to Contributors other optional forms of pension which are the Actuarial Equivalent of the pension otherwise payable, provided that such optional forms of pension are not contrary to the PBSA and the ITA.

SECTION 7
DEATH BENEFITS

7.1 General Provisions

Application

(a) On the death of a Contributor, death benefits shall be payable to the Spouse, Children, designated beneficiary or estate of the Contributor, as applicable, in accordance with section 7.

Excluded individuals

(b) Notwithstanding any other provision, no pension shall be granted to:

(i) a person who becomes the Spouse of a Contributor if such person becomes the Spouse of such Contributor after such Contributor begins to receive a pension pursuant to the CBC Pension Plan, or

(ii) any Child of a Contributor if such Child is born to or adopted by such Contributor, or becomes the stepchild of such Contributor after such Contributor reaches a Final Salary Year unless, where such Contributor ceased to be an Employee because of death, the Child is a posthumous Child.

Presumed death

(c) Where a Contributor, a Spouse or a Child disappeared under circumstances that, in the opinion of the Pension Board, raise beyond a reasonable doubt a presumption that such Contributor or such other person is dead, the Pension Board may, subject to applicable laws, issue a certificate declaring that the Contributor or such other person is presumed to be dead and stating the date upon which death is presumed to have occurred, and thereupon the Contributor or such other person shall be deemed for all purposes of the CBC Pension Plan to have died on the date so stated in the certificate.

Public pension plan

(d) Where, in section 7, reference is made to the Public Pension Plan in the computation of benefits, the person to whom benefits are payable shall establish to the satisfaction of the Pension Board that such person has conformed with all regulations, formalities and instructions issued under the authority of the Public Pension Plan and has done everything within such person's power to do or refrain from doing to ensure that the maximum pension payable under the provisions thereof may be paid at its earliest possible date and for the longest possible duration. Failing this requirement, the pension payable to or in respect of such person to whom benefits are payable shall be computed on the basis of the actual Pensionable Service of the Contributor.

Deemed public pension

(e) Where the Contributor's Assumed Pensionable Service is equal to the Contributor's Pensionable Service, any survivor pensions payable to the Contributor's Spouse or Child in respect of the Contributor under the Public Pension Plan referred to in this section 7, shall be deemed to be equal to the following and be payable until the date the Contributor would have reached the Contributor's Normal Retirement Date:

(i) in the case of a survivor pension payable to the Contributor's Spouse, sixty percent (60%) of seven tenths percent (7/10 %) of the lesser of the Contributor's Pensionable Salary Rate or the Average YMPE, multiplied by the Pensionable Service rendered by such Contributor after the year 1965;

(ii) in the case of a survivor pension payable to the Contributor's Child, one fifth (1/5) of the amount calculated in (i) above or two fifths (2/5) of said amount if there is no living Spouse of the Contributor;

(iii) if such Contributor is survived by more than four (4) Children, four fifths (4/5) of the amount calculated in (i) above, or eight fifths (8/5) of such amount if there is no living Spouse of the Contributor, shall be divided equally among all the Children.

7.2 No Surviving Spouse

Payment to beneficiary or estate

If a Contributor who was not in receipt of a pension benefit under the CBC Pension Plan dies without leaving a Spouse, the Contributor's Pension Benefit Credit, calculated by taking into account any Excess Employee Contributions, shall be paid to the Contributor's designated beneficiary or, if there is none, to such Contributor's estate.

7.3 Employee at Time of Death

Pre-retirement death benefits

The following benefits shall be payable upon the death of a Contributor who was an Employee at the time of death and who is survived by a Spouse.

(a) The Contributor's Spouse and Children, if any, shall be entitled to Immediate Pensions as follows:

Basic Survivor Pension

(i) In respect of the Spouse, sixty percent (60 %) of the pension computed in respect of the Contributor as two percent (2 %) of such Contributor's Pensionable Salary Rate multiplied by the number of years of Assumed Pensionable Service of such Contributor (hereinafter referred to as the **"Basic Survivor Pension"**);

Children's pension

(ii) In respect of each of the Contributor's Children, to a maximum of four Children, one fifth (1/5) of the Basic Survivor Pension.

If such Contributor is survived by more than four (4) Children, four fifths (4/5) of the Basic Survivor Pension shall be divided equally among all the Children.

If a pension is no longer payable to the Spouse or a Child, the pensions in payment under this subparagraph 7.3(a)(ii) will be increased in equal shares up to a maximum pension per Child of

one fifth (1/5) of the Basic Survivor Pension. In no case shall the total pension paid to all Children exceed four fifths (4/5) of the Basic Survivor Pension.

Reduction

(iii) The total of pensions granted under subparagraphs 7.3(a)(i) and 7.3(a)(ii) shall be reduced by:

(A) any other pensions to which such Contributor's Spouse or Child are entitled in respect of previous employment of the Contributor by the Corporation, and

(B) any survivor pensions payable to the Contributor's Spouse or Child, in respect of the Contributor under the Public Pension Plan, and

(C) where the Contributor's Assumed Pensionable Service is greater than the Contributor's Pensionable Service, any pension payable to the Contributor's Spouse or Child under Part II;

provided that all of such reductions shall not result in a pension payable from time to time under the CBC Pension Plan of less than the pension computed by deeming the Basic Survivor Pension to be sixty percent (60 %) of the pension computed in respect of the Contributor according to paragraph 6.3(a) if the Contributor died before the Contributor's Optional Retirement Date or according to paragraphs 6.3(a) and 6.3(b) if the Contributor died after the Contributor's Optional Retirement Date.

Individual computations

(iv) The computation of the pensions in accordance with paragraph 7.3(a) shall be undertaken in respect of the surviving Spouse and each of the surviving Children individually.

Additional survivor pension

(b) In addition to the pension described in subparagraph 7.3(a)(i), the Spouse shall receive an Actuarial Equivalent pension, the value of which is equal to the amount, if any, by which the Contributor's Pension Benefit Credit at the time of death, calculated by taking into account any Excess Employee Contributions, exceeds the Spouse's Pension Benefit Credit (such Spouse's Pension Benefit Credit being based on the Basic Survivor Pension adjusted, if applicable, as provided in subsection 10.3).

Death of deferred and retired Contributors

7.4 No Longer an Employee at Time of Death

Except as may be provided by an optional form of pension elected under paragraph 6.10(c) or deemed to have been elected under paragraph 6.10(b), following the death of a Contributor who:

(a) was no longer an Employee at the time of death,

(b) was either in receipt of a pension under the CBC Pension Plan, or was eligible to receive either a Deferred Pension or Immediate Pension, and

(c) is survived by a Spouse (determined at the time of the Contributor's death or of commencement of pension payments if earlier),

Immediate Pensions shall be paid as set forth in paragraphs 7.3(a) and 7.3(b) if such Contributor died before receiving a pension or as set forth in paragraph 7.3(a) if such Contributor died while in receipt of a pension, such pensions being calculated as if the Contributor's Assumed Pensionable Service were equal to the Contributor's Pensionable Service.

Notwithstanding the previous paragraph, if the Contributor was eligible to receive a Deferred Pension, the Contributor's Assumed Pensionable Service shall be determined without taking into account the requirement provided in subparagraph 2.1(d)(ii).

Notwithstanding the foregoing, and except as may be provided by an optional form of pension elected under paragraph 6.10(c) or deemed to be elected under paragraph 6.10(b), no pension shall be paid to the Contributor's Spouse at the time of death if that person was not the Contributor's Spouse when the Contributor reached a Final Salary Year.

Residual payment

7.5 Residual Payment

When all pension payments or other benefits to or in respect of such Contributor cease, a residual payment shall be made to the Contributor's estate or last recipient of such payments, as the Pension Board may decide, equal to the amount, if any, by which the Contributor's Accumulated Employee Contributions, calculated at the earlier of the date of death or the date on which the Contributor's pension commenced to be paid, exceeds the sum of any pension payments and other benefits to the Contributor and to or in respect of the Contributor's Spouse and Children and the Excess Employee Contributions.

7.6 Maximum Benefit

Notwithstanding any other provision, the total benefits provided by subsections 7.3 and 7.4 and the equivalent provisions of Part II shall be limited as follows:

Maximum pre-retirement death benefit

(a) in respect of Pensionable Service on or after January 1, 1992 (including Pensionable Service rendered under Part II prior to July 1, 2011), where a Contributor dies before commencing to receive a pension, the aggregate of the pensions payable under subsection 7.3 and 7.4 and the equivalent provisions of Part II to all survivors of the Contributor, shall not exceed the greater of:

(i) the aggregate pension which the Contributor has accrued at the date of the Contributor's death under paragraph 6.3(a) and the equivalent provision of Part II; or

(ii) the lesser of:

(A) the pension which the Contributor would have accrued under paragraph 6.3(a) if the Contributory Service were equal to the Pensionable Service the Contributor would have had, had the Contributor reached a Final Salary Year on the Contributor's Normal Retirement Date, plus any pension which the Contributor has accrued at the date of the Contributor's death under Part II, and

(B) one and one-half (1 1/2) time the YMPE for the year in which the Contributor dies, or

(iii) the pension that would have been payable to the Contributor under the CBC Pension Plan (including the pension accrued under Part II), had the Contributor retired and not died;

(b) in respect of Pensionable Service on or after January 1, 1992 (including Pensionable Service rendered under Part II prior to July 1, 2011), where a Contributor dies before commencing to receive a pension, the aggregate of the pensions payable under subsection 7.3 and 7.4 and the equivalent provision of Part II to the Contributor's Spouse shall not exceed two-thirds (2/3) of the amount calculated under paragraph 7.6(a);

(c) where a Spouse's benefit is limited as a result of paragraph 7.6(b), it may be increased to the extent that any other provision of the ITA so permits;

Increase

(d) where the Pension Benefit Credit of the benefit to a Contributor's Spouse, after the application of paragraph 7.6(b) or (c), is less than the Pension Benefit Credit, calculated by taking into account any Excess Employee Contributions, of the Contributor's benefit prior to the Contributor's death, the Spouse's benefit will be increased in a manner determined by the Pension Board to an amount not exceeding the amount that would have been payable had paragraph 7.6(b) or (c) not applied, such that the Pension Benefit Credit of the Spouse's benefit so determined does not exceed the Pension Benefit Credit of the Contributor prior to the Contributor's death; if the Spouse's benefit is increased to such effect and the Contributor was survived by at least one Child, no pension shall be paid to the Contributor's Child;

Maximum post-retirement death benefit

(e) in respect of Pensionable Service on or after January 1, 1992 (including Pensionable Service rendered under Part II prior to July 1, 2011), where a Contributor dies after commencing to receive a pension, the pension payable under subsection 7.4:

(i) to a Contributor's Spouse shall not exceed two-thirds (2/3) of the pension that would have been payable from time to time to the Contributor had the Contributor not died, in respect of such service;

(ii) to all survivors of the Contributor shall not exceed the amount of pension that would have been payable from time to time to the Contributor, had the Contributor not died, in respect of such service;

Adjustment

(f) where pensions for survivors are limited as a result of the application of paragraph 7.6(a) or subparagraph 7.6(e)(ii), the pensions payable in respect of Children shall be divided equally among all the Children.

7.7 Form of Pension

Monthly pension

(a) A pension under this section 7 shall be payable in equal monthly instalments in advance and shall continue, subject to the terms of the CBC Pension Plan, until one of the situations described in paragraph 7.7(b) or 7.7(c) below occurs.

End of survivor pension

(b) A pension payable to or in respect of a Contributor's Spouse shall cease immediately after the monthly instalment payable on the first day of the month in which the death of the Contributor's Spouse occurs.

End of Child's pension

(c) A pension payable to or in respect of a Child shall cease immediately after the monthly instalment payable on the first day of the month in which the death of the Child occurs. Notwithstanding the foregoing, a pension payable to or in respect of a Child shall cease immediately after the monthly instalment payable on the first day of the month in which the Child ceases to qualify as a Child.

SECTION 8
TERMINATION OF EMPLOYMENT BENEFITS

8.1 General Provisions

Application

(a) A Contributor who ceases to be an Employee for a reason other than death, retirement or becoming Disabled shall be entitled to termination benefits subject to the conditions set out in section 8.

Deemed Employee

(b) In applying the provisions of section 8, a Contributor shall be deemed not to have ceased to be an Employee until such Contributor has reached a Final Salary Year.

8.2 Entitlements Upon Termination of Employment

Less than two years of service

(a) A Contributor who ceases to be an Employee before the Contributor's Unreduced Retirement Date, having less than two (2) years of Membership shall be entitled to:

(i) a Lump-Sum Amount, or

(ii) a Deferred Pension computed in accordance with paragraph 8.2(c) and payable at the Contributor's Unreduced Retirement Date.

Two years of service or more

(b) A Contributor who ceases to be an Employee before the Contributor's Unreduced Retirement Date, having at least two (2) years of Membership, shall then be entitled to a Deferred Pension computed in accordance with paragraph 8.2(c) and payable at the Contributor's Unreduced Retirement Date.

Amount of pension

(c) The amount of Deferred Pension payable under the terms of paragraphs 8.2(a) and 8.2(b) shall equal the amount computed at the Contributor's termination date in accordance with subsection 6.3.

Early pension

(d) A Contributor entitled to a Deferred Pension pursuant to paragraphs 8.2(a) and 8.2(b) may elect to have the Deferred Pension commence at any time on or after the Contributor's Optional Retirement Date but before Contributor's Unreduced Retirement Date. The amount of Deferred Pension shall then be computed in accordance with subsection 6.3, and reduced in accordance with paragraph 6.5(b).

Form of pension

(e) The Contributor's Deferred Pension shall be payable in accordance with subsection 6.10.

8.3 Election for Certain Contributors

New election for deferred Contributors

Where a Contributor who is no longer an Employee exercised the option of a Deferred Pension, such Contributor may at any time before the Deferred Pension becomes payable, and before the Contributor's Unreduced Retirement Date:

(a) if such Contributor has become Disabled, elect to receive immediately an Actuarial Equivalent pension in lieu of a Deferred Pension, or

(b) revoke said exercise of option and elect to receive a pension which becomes payable on the first day of any month from such Contributor's Optional Retirement Date but not earlier than the date of such revocation of option and not later than the Contributor's Unreduced Retirement Date, or

(c) revoke the said exercise of option and elect to receive a Lump-Sum Amount, as may be permitted by the provisions of subsection 8.2.

SECTION 9
PORTABILITY OF PENSION BENEFIT CREDITS

9.1 Optional Transfer

Portability

(a) Where a Contributor reaches a Final Salary Year before reaching the Contributor's Optional Retirement Date but while eligible for a Deferred Pension, the Contributor, or the Contributor's surviving Spouse, as the case may be, is entitled to:

(i) transfer the Contributor's Pension Benefit Credit (or the surviving Spouse's Pension Benefit Credit, whichever is applicable) to another pension plan, if that other plan permits,

(ii) transfer the Contributor's Pension Benefit Credit (or the surviving Spouse's Pension Benefit Credit, whichever is applicable) to a registered retirement savings plan of an authorized kind for the Contributor or surviving Spouse, as the case may be, or

(iii) use the Contributor's Pension Benefit Credit (or the surviving Spouse's Pension Benefit Credit, whichever is applicable) to purchase an immediate or deferred life annuity of an authorized kind for the Contributor or surviving Spouse, as the case may be.

Notice

(b) The Contributor or surviving Spouse must notify the Pension Board of such desire, in authorized form and within ninety (90) days after the termination of employment or death of the Contributor, or within sixty (60) days after the Contributor or surviving Spouse has been given the statement to which reference is made in paragraph 11.5(e).

Restrictions

9.2 Restrictions on Transfers

Any transfer of monies out of the CBC Pension Plan shall be subject to:

(a) the provisions of the PBSA;

(b) the provisions of the ITA; and

(c) the provisions of the CBC Pension Plan.

Portability for deferred Contributors

9.3 Optional Transfer Prior to Optional Retirement Date

Any Contributor who was granted a Deferred Pension may elect, at any time before the Contributor's Optional Retirement Date, to have the value of such Deferred Pension and other benefits to which such Contributor is entitled applied in accordance with subsection 9.1.

Release and discharge

9.4 Release and Discharge

Any transfer of monies out of the CBC Pension Plan shall release and discharge the Corporation, the Pension Board and the CBC Pension Plan from all liability in respect of the Pensionable Service in respect of which such transfer was made.

SECTION 10
ADDITIONAL BENEFIT PROVISIONS

10.1 Additional Benefits

The following benefits shall be added, or shall be applicable, as the case may be, to the benefits provided by sections 6, 7 and 8.

Computation of Excess Employee Contributions

(a) A computation will be made as at the day on which a Contributor reached a Final Salary Year to determine the amount, if any, of Excess Employee Contributions.

Options

(b) Any amount determined pursuant to paragraph 10.1(a) shall:

(i) be transferred in accordance with the option elected by the Contributor or the Contributor's Spouse pursuant to section 9; and

(ii) in all other cases, be used to increase the Deferred Pension or Immediate Pension to which the Contributor or the Contributor's Spouse is entitled under the CBC Pension Plan by a pension amount payable under the same terms and conditions, and the value of which is the Actuarial Equivalent of the Excess Employee Contributions.

10.2 Benefits Payable to Certain Female Contributors

Benefits for certain female Contributors

In this subsection 10.2, female Contributor shall not be read and construed as to import a male Contributor.

Subject to the provisions of paragraphs 6.10(b) and 6.10(c), the following benefits will be paid to or in respect of a female Contributor who, as provided in paragraph 4.1(g), elected prior to February 15, 1976, to contribute at a lower rate.

Waiver or no Spouse

(a) If at the time such Contributor dies or the pension of such Contributor commences, whichever is earlier, such Contributor does not have a Spouse, or such Contributor has a Spouse but a spousal waiver in a form prescribed has been submitted to the Pension Board, benefits to or in respect of such Contributor shall be paid according to sections 6 and 7, as the case may be, as though there were not a Spouse.

Contributor with Spouse

(b) If paragraph 10.2(a) above does not apply, benefits shall be paid as follows:

(i) In respect of section 6, a computation will be made, at the time the Contributor's pension begins, of the Pension Benefit Credit of the Contributor, presuming that no Spouse's pension is payable. Such value will be used to compute an Actuarial Equivalent pension of the Contributor providing for a pension payable to her Spouse following the Contributor's death equal for any month to sixty

percent (60 %) of the pension which would be paid to the Contributor if she were alive for that month and such Actuarial Equivalent pension will be the pension paid to the Contributor.

Pre-retirement death benefits

(ii) If the Contributor dies under circumstances described in subsection 7.3, the death benefits shall be as follows:

(A) The Contributor's Spouse shall receive an Actuarial Equivalent pension, the amount of which shall be equal in value to the amount of the Contributor's Pension Benefit Credit at the time of her death; and

(B) Children's pensions shall be paid as provided by subsection 7.3(a) if a situation of hardship is deemed by the Pension Board to exist.

(iii) If the Contributor dies under circumstances described in subsection 7.4, the death benefits shall be as follows:

Deferred Contributor

(A) If she dies before a pension has commenced to be paid to her:

(1) The Contributor's Spouse shall receive an Actuarial Equivalent pension, the amount of which shall be equal in value to the amount of the Contributor's Pension Benefit Credit at the time of her death; and

(2) Children's pensions shall be paid as provided by paragraph 7.3(a) if a situation of hardship is deemed by the Pension Board to exist.

Post-retirement death benefit

(B) If she dies after a pension has commenced to be paid to her:

(1) No pension will be payable to the Contributor's Spouse except to the extent that a sixty percent (60 %) survivor pension in respect of paragraph 6.10(b) had been in effect.

(2) Children's pension shall be paid as provided by paragraph 7.3(a) if a situation of hardship is deemed by the Pension Board to exist.

10.3 Age of a Contributor Exceeds the Age of Contributor's Spouse by More Than Twenty Years

Reduction

(a) If the age of a Contributor exceeds the age of such Contributor's Spouse by more than twenty (20) years, the pension of such Contributor and/or Spouse are subject to reduction as described in this subsection 10.3.

"Assumed Age"

In the computation of such reduction, "Assumed Age" of a Spouse shall be the age which is twenty (20) years less than the age of the Contributor.

Children's pensions

The pensions payable to Children under the provisions of paragraph 7.3(a) shall be the pensions computed in respect of them before any adjustment is made in Spouses' pensions as a result of subsection 10.3.

"Value"

The term "value" used hereunder, means the actuarial value at a particular time, as per the Spouse age indicated, based on actuarial bases approved by the Corporation, on the recommendation of the Actuary, in effect on the date on which the benefits related thereto commence to be payable, of that Contributor's benefits or Spouse's benefits, as the case may be, accrued under the CBC Pension Plan.

Pre-retirement death benefits

(b) The Spouse's pension provided by subsection 7.3 shall be adjusted as follows:

(i) The value of the Spouse's pension computed according to subparagraph 7.3(a)(i), based on the Spouse's Assumed Age, shall be computed;

(ii) A reduced pension to the Spouse, having a value equal to the value computed according to subparagraph (i) above, shall be computed, using the Spouse's actual age. Such reduced pension shall be the pension paid to the Spouse under subparagraph 7.3(a)(i);

(iii) The pension paid according to paragraph 7.3(b) shall be based on the Spouse's actual age.

Deferred Contributor

(c) The Spouse's pension provided by subsection 7.4, in the event of the death of a Contributor not in receipt of a pension but eligible for a Deferred Pension or Immediate Pension, shall be adjusted in the same manner as provided by paragraph 10.3(b).

Post-retirement death benefits

(d) If at the time a Contributor's pension commences a spousal waiver in a prescribed form has been submitted to the Pension Board, the Contributor's pension shall not be adjusted but the Spouse's pension shall be adjusted as follows with the necessary computations being made as at the time the Contributor's pension commences:

(i) the value of the Spouse's pension according to paragraph 7.3(a), based on the Spouse's Assumed Age, shall be computed; and

(ii) a reduced pension to the Spouse, having a value equal to the value computed according to subparagraph (i) above, shall be computed using the Spouse's actual age.

Computations upon retirement

(e) If at the time a Contributor's pension commences a spousal waiver in a prescribed form has not been submitted to the Pension Board, the

following computations shall be made as of the date on which the Contributor's pension commences:

(i) A computation shall be made of the value of the pension payable to the Contributor;

(ii) A computation shall be made of the value of the benefits payable in accordance with the provisions of section 7 to the Contributor's Spouse in the event of the Contributor's death and, in calculating such value, the Spouse's actual age shall be used;

(iii) A computation shall be made of the value of the benefits payable in accordance with the provisions of section 7 to the Contributor's Spouse in the event of the Contributor's death and, in calculating such value, the Spouse's Assumed Age shall be used;

(iv) A computation shall be made of the fraction obtained by dividing the result obtained by adding the values derived from subparagraph (i) and (iii) by the result obtained by adding the values derived from subparagraph (i) and (ii);

(v) A computation shall be made of the value of the benefits payable to the Contributor's Spouse in the event of the Contributor's death, where such benefits shall be deemed to be sixty percent (60 %) of the Contributor's pension payable at the time of the Contributor's death multiplied by the ratio derived from subparagraph (iv) and, in calculating such value, the Spouse's actual age shall be used;

(vi) If the value derived from subparagraph (v) is higher than the value derived from subparagraph (iii) the pension payable from time to time to the Contributor shall be adjusted by multiplying the Contributor's pension by the fraction derived from subparagraph (iv).

In such case, the benefits payable to the Contributor's Spouse in the event of the Contributor's death shall be equal to sixty percent (60 %) of the Contributor's pension calculated in accordance with this subparagraph (vi).

(vii) If the value derived from subparagraph (iii) is higher than the value derived from subparagraph (v), the pension payable from time to time to the Contributor shall not be adjusted.

In such case, the benefits payable to the Contributor's Spouse in the event of the Contributor's death shall be those benefits determined in accordance with the provisions of section 7 multiplied by the value derived from subparagraph (iii) and divided by the value derived from subparagraph (ii).

Unlocking

10.4 Small Pensions

Should the aggregate value of the total pension benefits payable pursuant to the CBC Pension Plan to a Contributor or the Contributor's Spouse or any Child of the Contributor (including benefits under section 16 and under Part II) be less than the percentage prescribed under the PBSA at the time when the Contributor reaches a Final Salary Year, the Pension Board may, in lieu thereof, pay that aggregate value to a Contributor or the Contributor's Spouse or any Child of the Contributor, as the case may be, in a Lump Sum Amount.

10.5 Divorce, Annulment, Separation or Breakdown of Common-Law Partnership

(a) In this subsection 10.5, the following definitions apply:

"Provincial Property Law"

(i) "**Provincial Property Law**" means the law of a province relating to the distribution, pursuant to a court order or agreement between the spouses, of the property of the spouses on divorce, annulment, separation or breakdown of their common-law partnership, as appropriate;

"Spouse"

(ii) "**Spouse**" has

(A) in relation to the "Provincial Property Law", the same meaning that it has in the applicable Provincial Property Law, regardless of whether the Provincial Property Law uses the word "spouse" or uses another expression;

(B) in relation to a court order, the same meaning that it has in the applicable Provincial Property Law, regardless of whether the Provincial Property Law uses the word "spouse" or uses another expression;

(C) in relation to an assignment or agreement referred to in this subsection 10.5, the same meaning as in the definition of Spouse in paragraph 2.1(rr).

Application of provincial law

(b) Subject to this subsection 10.5, pension benefits, Pension Benefit Credits and any other benefit shall, on divorce, annulment, separation or breakdown of common-law partnership, be subject to the applicable Provincial Property Law.

Non-application of PBSA

(c) A pension benefit, Pension Benefit Credit or other benefit that is subject to Provincial Property Law is not subject to the provisions of the PBSA relating to the valuation or distribution of pension benefits, pension benefit credits or other benefits as the case may be.

Assignment permitted

(d) A Contributor may assign all or part of such Contributor's pension benefit, Pension Benefit Credit or other benefit to such Contributor's Spouse,

effective as of divorce, annulment, separation or breakdown of common-law partnership, as applicable. In the event of such an assignment the Spouse shall, in respect of the assigned portion of such pension benefit, Pension Benefit Credit or other benefit, be deemed for the purposes of the CBC Pension Plan

(i) to have been a Contributor of the CBC Pension Plan;

(ii) to have reached a Final Salary Year as of the effective date of the assignment.

However, a subsequent spouse of that Spouse is not entitled to any pension benefit, Pension Benefit Credit or other benefit in respect of that assigned portion.

Administration and distribution

(e) On divorce, annulment, separation or breakdown of a common-law partnership, if a court order or an agreement between the Contributor and the Contributor's Spouse provides for the distribution of property between them, the Pension Board shall determine and administer any pension benefit, Pension Benefit Credit or other benefit of a Contributor in the prescribed manner and in accordance with the court order or agreement on receipt of:

(i) a written request from the Contributor or the Contributor's Spouse that all or part of the pension benefit, Pension Benefit Credit or other benefit, as the case may be, be distributed or administered in accordance with the court order or the agreement, and

(ii) an original or certified copy of the court order or agreement.

However, in the case of a court order, the Pension Board shall not administer the pension benefit, Pension Benefit Credit or other benefit in accordance with the court order until all appeals from that order have been finally determined or the time for appealing has expired.

Notice

(f) On receipt of a request referred to in subparagraph 10.5(e)(i), the Pension Board shall notify the non-requesting Spouse of the request and shall provide that Spouse with a copy of the court order or agreement submitted in support of the request, but this requirement does not apply in respect of a request or an agreement received by the Pension Board in a form or manner that indicates that it was jointly submitted by the two spouses.

Adjustment

(g) Where, pursuant to this subsection 10.5, all or part of a pension benefit of a Contributor is required to be distributed to that Contributor's Spouse under a court order or an agreement between the spouses, the Contributor's pension, including the pension to the surviving Spouse, may be adjusted so that it becomes payable as two separate pensions, one to the Contributor and the other to the Contributor's Spouse, if the lump-sum amount which is the Actuarial Equivalent of the two pensions and other

benefits is not less than the lump-sum amount which is the Actuarial Equivalent of such Contributor's pension including any other benefits in respect of the Contributor.

Maximum pensions

(h) The aggregate of the following amounts shall not be greater than the lump-sum amount which is the Actuarial Equivalent of the pension benefit or other benefit, as the case may be, that would have been payable to the Contributor had the divorce, annulment, separation or breakdown not occurred:

(i) the lump-sum amount which is the Actuarial Equivalent of the pension benefit or other benefit paid to the Contributor, and

(ii) the lump-sum amount which is the Actuarial Equivalent of the pension benefit or other benefit paid to such Contributor's Spouse.

SECTION 11
ADMINISTRATION OF PENSION PLAN

Administrator

11.1 Administrator

The Corporation, acting through the Pension Board, is the administrator of the CBC Pension Plan.

Regulations

11.2 Regulations

The Corporation may from time to time make regulations in respect of those matters indicated in the CBC Pension Plan and which are not inconsistent with its provisions, and may from time to time amend, repeal or add to such regulations. Without limiting the generality of the foregoing, the Corporation may make regulations with respect to the rate of interest to be used in the calculation of Accumulated Employee Contributions, the indices to be used in adjusting pension credits both before and after termination of employment, the forms to be used in the administration of the CBC Pension Plan, and generally with respect to those administrative matters reasonably necessary for carrying out the purposes and provisions of the CBC Pension Plan. All regulations shall have the same force and effect as if set out herein.

Interpretation

11.3 Questions Arising in the Administration and Interpretation of the CBC Pension Plan

Subject to the powers of the Corporation as expressed herein, all questions arising in the administration and interpretation of the CBC Pension Plan shall be decided by the Pension Board provided always that where there arises a question as to whether or not a pension is payable to or in respect of a Contributor under the Public Pension Plan, or the amount thereof, the Pension Board will consider itself to be bound by the determination of such question by any body or person designated in such plan as being authorized to make such determination.

Investments

11.4 Investments

The Pension Fund shall be invested in assets in which the funds of a registered pension plan may be invested under the ITA and the PBSA.

Summary of Plan and amendments

11.5 Information to Contributors and Spouses

(a) Each Contributor and each Employee who is eligible to become a Contributor, and that person's Spouse, shall be given:

(i) a written explanation of the provisions of the CBC Pension Plan and any applicable amendments thereto, within six (6) months after the making of an amendment;

(ii) any other information required by the PBSA.

Annual statement

(b) Contributors and their Spouses will be given, within six (6) months after the end of each year of operation of the CBC Pension Plan, a written statement showing

(i) the pension benefits to which the Contributor is entitled under the CBC Pension Plan at the end of that year;

(ii) the value of Accumulated Employee Contributions made under the CBC Pension Plan by the Contributor since contributions began to be made;

(iii) the ratio of the assets of the CBC Pension Plan to its liabilities on a going-concern basis as reported in the latest actuarial report respecting the CBC Pension Plan filed with the Superintendent;

(iv) any other information required by the PBSA.

Statement for deferred/retired Contributors

(c) Contributors who are either in receipt of a pension benefit under the CBC Pension Plan or are entitled to a Deferred Pension shall be given a written statement showing the prescribed ratio and any other prescribed information.

Examination of documents

(d) Each Contributor, every other person entitled to benefits or refunds under the CBC Pension Plan and their Spouses may, once in each year of operation of the CBC Pension Plan, either personally or by an agent authorized in writing for that purpose:

(i) examine a copy of:

(A) the CBC Pension Plan and regulations made thereunder;

(B) any amendment to the CBC Pension Plan or any document that creates or supports it or the Pension Fund established pursuant to the CBC Pension Plan;

(C) any other documents which the Pension Board is required to file with the Superintendent pursuant to the PBSA or which may be examined pursuant to the PBSA;

(ii) order a photocopy of any such documents.

Any examination of documents shall be made in the office of the Pension Board in the City of Ottawa, Ontario, during normal office hours and upon not less than five (5) business days notice in writing.

The Pension Board may require the payment of such reasonable fee as it may fix for the order of a photocopy of any document.

Statement upon Final Salary Year

(e) If a Contributor reaches a Final Salary Year for any reason other than the termination of the whole or part of the CBC Pension Plan, the Pension Board shall give to that Contributor and to the Contributor's Spouse a written statement, in the prescribed form, of the Contributor's pension benefits and other benefits payable under the CBC Pension Plan within thirty (30) days after the date on which the Contributor reaches a Final Salary Year.

Statement upon death

(f) If a Contributor dies, the Pension Board shall give the written statement referred to in paragraph 11.5(e) in the prescribed form within thirty (30) days after the date of death to the Contributor's Spouse, if there is one, to the designated beneficiary, if the Pension Board has been notified of the designation and there is no Spouse, or, in every other case, to the executor of the Contributor's estate.

Statement upon plan termination

(g) If the whole of the CBC Pension Plan is terminated, the Pension Board shall give Contributors and their Spouse a written statement, in the prescribed form, informing them of

(i) the termination of the plan within thirty (30) days or any longer period permitted by the Superintendent; and

(ii) the Contributor's pension benefits and other benefits payable under Part I within one hundred twenty (120) days after the termination or any longer period that the Superintendent may allow.

11.6 Reciprocal Transfer Agreements

Employer

(a) In this subsection 11.6, "**Employer**" means an employer for the benefit of whose employees there is a superannuation or pension fund or plan and includes the administrator of any such superannuation or pension fund or plan established for those employees.

Reciprocal transfer agreements

(b) The Corporation may from time to time enter into a reciprocal transfer agreement with any Employer whereby:

(i) the Employer will pay to the Pension Board an amount determined in accordance with the reciprocal transfer agreement in respect of any employee of that Employer who becomes or has become an Employee of the Corporation and who contributes under the CBC Pension Plan; or

(ii) the Pension Board will pay to that Employer for the purpose of any superannuation or pension fund or plan established for the benefit of employees of that Employer an amount determined in accordance with the terms of such agreement in respect of any Contributor who ceases to be an Employee of the Corporation to become an employee of that Employer.

Such reciprocal transfer agreement may provide for such payment to be made in respect of such transfers of employment effected prior to the effective date of such agreement.

Consent

(c) An Employee may take advantage of such reciprocal transfer agreement only where such Employee has provided the Pension Board with consent in writing in a form acceptable to the Pension Board.

No right under former plan

(d) Where a payment has been accepted under a reciprocal transfer agreement entered into between the Corporation and an Employer in respect of any former employee of that Employer, the previous rights of the employee in respect of such monies paid shall be extinguished and the employee shall then have the sole right in relation thereto to be treated as a Contributor to the extent provided for in the reciprocal transfer agreement.

Discharge

(e) When a payment is made by the Pension Board on behalf of a Contributor pursuant to a reciprocal transfer agreement, that Contributor ceases to be entitled to any benefit under the CBC Pension Plan in respect of the period of Pensionable Service (including Pensionable Service rendered under Part II prior to July 1, 2011) to which that payment relates.

Pensionable Service and Contributory Service

(f) Where a payment has been received by the Pension Board, Pensionable Service is credited under the CBC Pension Plan with respect to a Contributor. An equal period of Contributory Service is also credited to the Contributor.

Payments

(g) Where a reciprocal transfer agreement is in force, and where the application of such agreement requires that a payment be made or received, the Pension Board will accept a payment into or will cause a payment to be made out of the Pension Fund. All payments received shall be administered by the Pension Board as part of the said Pension Fund.

Additional Pensionable Service and Contributory Service

11.7 Employees Who Were Members of a Pension Plan of a Previous Employer

Where an Employee was a member of a registered pension plan of a previous employer, the Corporation may permit the transfer of assets credited to such Employee under such registered pension plan to the Pension Fund in order to provide such Employee with additional Pensionable Service under the CBC Pension Plan, in accordance with applicable legislation. The additional Pensionable Service is determined by the Pension Board, based on the method and assumptions recommended by the Actuary, and must be calculated in complete days. Notwithstanding any other provision of this plan, the additional Pensionable Service shall not exceed the pensionable service recognized for the same purpose under the previous employer's registered pension plan. An equal period of additional Contributory Service is also credited to the Contributor.

Withholding

11.8 Set-off

The Pension Board shall be entitled to withhold or direct to be withheld from any benefit payable to a person under the CBC Pension Plan any amounts which have been improperly paid by reason of any act of the Contributor in respect of whom such benefits are payable, or any act of any other person to whom benefits are payable in respect of the Contributor.

SECTION 12
MODIFICATION AND TERMINATION

Power to amend and terminate Plan

12.1 Modification and Termination

The Corporation reserves the right to amend or to terminate the CBC Pension Plan at any time. No such amendment or termination shall affect adversely the benefits accrued to any Contributor or any Contributor's Spouse or Child up to the date of such amendment or termination. In the case of termination of the CBC Pension Plan, all benefits accrued shall be treated as vested without regard to conditions as to age and Contributory Service.

Full funding

12.2 Funding Upon Termination

Upon termination of the CBC Pension Plan, the Corporation will pay into the Pension Fund, in accordance with the PBSA, all amounts that would otherwise be required to meet the prescribed tests and standards for the solvency of the CBC Pension Plan.

Surplus

12.3 Surplus Upon Termination

Upon termination of the CBC Pension Plan, any assets remaining in the Pension Fund after the discharge of all liabilities under the CBC Pension Plan shall be paid in accordance with applicable law.

SECTION 13
GENERAL PROVISIONS

13.1 Alienation of Benefits Prohibited

Alienation

(a) Unless otherwise provided, no benefit provided under the CBC Pension Plan is capable of being assigned or alienated, charged, anticipated or given as security or confers on a Contributor, that person's personal representative or dependent or other person any right or interest therein that is capable of being assigned, alienated, charged, anticipated or given as security.

Commutation

(b) Unless otherwise provided, no pension benefit is capable of being surrendered or commuted during the lifetime of the recipient.

Evidence

13.2 Proof of Age, Marriage and Entitlement to Benefits

Before becoming entitled to any benefits under the CBC Pension Plan, the Contributor or other recipient thereof shall furnish the Corporation or the Pension Board with such information and evidence thereof, including but not limited to proof of age, as they shall require.

13.3 Payment of Benefit in the Event of Legal Incapacity

Payment in respect of Child

(a) Where the Child of a Contributor is entitled to a payment pursuant to the CBC Pension Plan, payment shall be made to:

(i) the guardian or tutor of the Child up to the time at which such Child has reached the age of majority;

(ii) to such Child effective with the instalment of pension payable on the day coinciding with or next following the day on which such Child reaches the age of majority.

However, the Pension Board may decide that the pension to which such Child is entitled shall be paid either to such Child or the guardian or tutor of such Child if, in the opinion of the Pension Board, the surrounding circumstances so justify.

Payment in case of incapacity

(b) Where, for any reason, a person entitled to a benefit under the CBC Pension Plan is, in the opinion of the Pension Board, unable to manage his or her own affairs and there is no person entitled by law to act for such person, the Pension Board may pay or direct to be paid to such other person as it deems appropriate any amount that is payable to such person entitled to such benefit under the CBC Pension Plan.

Presumption

(c) Any payment made pursuant to this section shall be deemed to be a payment to the person in respect of whom such payment is made.

Currency

13.4 Currency

All pensions and other benefits under the CBC Pension Plan shall be payable in Canadian currency.

Guarantee

13.5 Guarantee of the Corporation

The Corporation guarantees the payment of the pensions and other benefits payable under the terms of the CBC Pension Plan.

SECTION 14
INDEXATION OF PENSION BENEFITS

14.1 Increase to Pensions

(a) In this subsection 14.1

"Consumer Price Index" "**Consumer Price Index**" shall mean the Consumer Price Index of Canada as published by Statistics Canada under the authority of the *Statistics Act*, R.S.C. 1985, Chapter S-19, as amended.

"Index Factor" "**Index Factor**" for any calendar year shall mean the ratio of:

(i) the average of the Consumer Price Index for the period of twelve (12) months ending with the month of September of the year preceding such year to

(ii) the average of the Consumer Price Index for the period of twelve (12) months preceding the period described in subparagraph (i) above.

The Index Factor shall be calculated to the nearest fourth decimal but may not in any event exceed 1.0270 for any year. Index Factor shall be no less than 1.0000.

Increase (b) Beginning with the month of January following the Final Salary Year of a Contributor, and effective with the month of January in each year thereafter, the Immediate or Deferred Pension payable to such Contributor or to the Spouse and/or Child of such Contributor, as the case may be, shall be subject to increase as provided herein. The increased amount payable for any year shall be determined by multiplying the pension that would otherwise be payable for the month of January in that year by the Index Factor for that year.

SECTION 15
ELECTIVE SERVICE (SERVICE BUY BACK)

15.1 Definitions

"Actuarial Value"

(a) **"Actuarial Value"** means, in relation to benefits that a person has a present or future entitlement to receive, a lump-sum amount which is the actuarial present value of such benefits, as determined by the Actuary based on actuarial bases approved by the Corporation from time to time on the recommendation of the Actuary.

"Unit II (English)"

(b) "**Unit II (English) Eligible Employees**" means any Unit II (English) Employee covered by the collective agreement dated June 1, 1998 between the Corporation and the Communications, Energy and Paperworkers Union of Canada - Unit II (English) who:

(i) was on leave of absence without pay due to a strike during the month of March 1999; and

(ii) was a Contributor prior to such strike.

"Unit II (French)"

(c) "**Unit II (French) Eligible employees**" means any Unit II (French) Employee covered by the collective agreement dated February 4, 2000 between the Corporation and the "Syndicat des techniciens et artisans du réseau français" – Unit II (French) who:

(i) was on leave of absence without pay due to a strike during the month of January 2000; and

(ii) was a Contributor prior to such strike.

"Unit I (French)"

(d) "**Unit I (French) Eligible Employees**" means any Unit I (French) Employee covered under the collective agreement dated May 31, 2002 between the Corporation and the "Syndicat des Communications de Radio-Canada" Unit I (French) who:

(i) was on leave of absence without pay due to a labour conflict during the months of April and May 2002, and

(ii) was a Contributor prior to such conflict.

Elective Service

15.2 Elective Service – General Provision

Elective Service means the service described hereinafter:

Past Pensionable Service

(a) a period of Pensionable Service ended by termination of service or transfer to a non-pensionable position, with the exception of a period of service with the Corporation for which a commutation was made under the provisions of subsection 10.4;

Contractual service

(b) any period of service rendered in the employment of the Corporation in a position considered by the Corporation not to be of a continuing nature, with the following exceptions:

(i) any period of service rendered in the employment of the Corporation during which the Employee could have elected to contribute to the CBC Pension Plan and did not contribute;

(ii) any period of Contributory Service under Part II accumulated prior to July 1, 2011;

(iii) any freelance service;

(iv) any leave of absence without pay in respect of which contributions were not made;

(v) any leave of absence without pay due to a strike or labour conflict except for those specified in this section;

(vi) any leave of absence without pay for childcare purposes and compassionate care leave in respect of which contributions were not made;

(vii) any period of service rendered in the employment of the Corporation during which the Employee was not considered an Employee in accordance with paragraph 2.1(q) or with paragraph 3(fb) of Part I or with paragraph 3(i) of Part II because of the nature of the contractual relationship with the Corporation;

Other periods

(c) at the sole discretion of the Corporation, any period of service in the employment of the Corporation that is not included as part of the Employee's current period of Pensionable Service.

March 1999 strike

15.3 Elective Service – Units II (English)

With respect to Unit II (English) Eligible Employees, as defined in paragraph 15.1(b), Elective Service also means the month of March 1999 during which Unit II (English) Eligible employees were on leave of absence without pay due to a strike.

For greater certainty, this subsection shall only apply in respect of a Unit II (English) Eligible Employee who worked all the Normal Full-Time Work Hours in February 1999.

January 2000 strike

15.4 Elective Service – Unit II (French)

With respect to Unit II (French) Eligible Employees, as defined in paragraph 15.1(c), Elective Service also means the month of January 2000 during

which Unit II (French) Eligible employees were on leave of absence without pay due to a strike.

For greater certainty, this subsection shall only apply in respect of a Unit II (French) Eligible Employee who worked all the Normal Full-Time Work Hours in December 1999.

April/May 2002 conflict

15.5 Elective Service – Unit I (French)

With respect to Unit I (French) Eligible Employees, as defined in paragraph 15.1(d), Elective Service also means the months of April and May 2002 during which Unit I (French) Eligible Employees were on leave of absence without pay due to a labour conflict.

For greater certainty, this subsection shall only apply in respect of a Unit I (French) Eligible Employee who worked all the Normal Full-Time Work Hours in March 2001.

Buy-back

15.6 Purpose

Through an election made by an Employee in accordance with the terms and conditions of this section 15, that Employee's Elective Service or a portion thereof may be included as part of the Employee's current period of Pensionable Service and Contributory Service.

15.7 Deferred Pension Rights

Effect on Deferred Pension

An election made by an Employee under this section 15 with respect to any Elective Service which had been at one time classified as Pensionable Service and is the basis of any Deferred Pension rights previously acquired by the Employee shall result in the automatic extinguishment of such Deferred Pension rights. However, in the event that in the circumstances described in paragraph 15.11(b) an Employee's Elective Service is reduced upon the Employee ceasing to be employed in a pensionable position, a proportion of such Deferred Pension shall be revived, the proportion being determined by subtracting the ratio referred to in paragraph 15.11(b) from one (1).

Minimum Deferred Pension

Notwithstanding the foregoing, the Deferred Pension or Immediate Pension payable to or on behalf of the Contributor with respect to a period of Elective Service recognized pursuant to the provisions of paragraph 15.10(a), shall not be less than the Deferred Pension or Immediate Pension to which the Contributor would have been entitled had an election not been made under this section 15.

Applicable terms and conditions

15.8 Terms and Conditions Applicable to an Election

Any election made pursuant to this section 15 must comply with the terms and conditions in effect on the date of the election.

Timing of election

15.9 Eligibility to Make an Election

An Employee may only make an election during a period of Pensionable Service and must have rendered Elective Service in respect of which an election may be made under this section 15.

15.10 Contributions

Past Pensionable Service

(a) With respect to any period of Elective Service during which an Employee made contributions to the CBC Pension Plan and in respect of which the Employee is entitled to Deferred Pension rights, the Employee shall make contributions equal to (i) minus (ii) as follows:

(i) the Actuarial Value of the pension benefits with respect to the period of Elective Service, determined on the basis of the Employee's Salary in effect at the time of the Employee's election; and

(ii) the Actuarial Value of the Employee's Deferred Pension rights with respect to the same period of Elective Service,

provided that no contributions are required if (ii) is greater than or equal to (i) above.

Other periods

(b) With respect to any other period of Elective Service, the Employee shall make contributions equal to the Actuarial Value of the pension benefits with respect to the period of Elective Service, determined on the basis of the Employee's Salary in effect at the time of the Employee's election.

Additional Pensionable Service and Contributory Service

(c) Any service for which an election is made pursuant to this section 15 shall be deemed to be Pensionable Service and shall be included in the Employee's current period of Pensionable Service. An equal period of Contributory Service shall also be credited to the Employee.

15.11 Elections and Payments

Deemed Salary

(a) For purposes of the appropriate calculation of contributions by an Employee under subsection 15.10, when an Employee requests in writing information regarding a possible election under this section 15, and makes such an election within ninety (90) days of receiving such information, the Employee's Salary in effect at the time of such request for information shall be substituted for "the Employee's Salary in effect at the time of the Employee's election".

Lump-sum or deductions

(b) An Employee making an election under this section 15 must pay the total amount of the appropriate contributions calculated under paragraph 15.10(a) in one lump sum at the time of making such election or may pay the amount in instalments with interest charges in accordance with paragraph 15.11(e) below through payroll deductions, or in the case

of an Employee who after making the election is on a leave of absence without pay or receives benefits under the Corporation's long-term disability plan, by direct regular remittances, equal to the deductions that would otherwise have been made from the Employee's Salary.

An election to pay the amount of contribution in instalments through payroll deductions may be denied by the Corporation at its discretion if the Salary of the Employee is not sufficient to make such deductions.

An On-Call Employee is not allowed to pay the amount of the contribution in instalments through payroll deductions.

Deduction end date

Such regular deductions and regular remittances shall be in amounts sufficient to pay the total amount of the Employee's contributions calculated under subsection 15.10 at the latest by the date on which the Employee's Immediate Pension shall commence as defined in paragraph 6.6(a).

Unpaid balance on termination

If an Employee who has chosen to pay in instalments ceases to be employed by the Corporation in a pensionable position for any reason other than death, any unpaid principal amount may be paid in a lump sum, or if the Employee requests the Pension Board in writing to cancel any unpaid balance and reduce the amount of Elective Service covered by the election to which the payments relate, the said amount of Elective Service shall thereupon be reduced in the ratio that the value of future instalments bears to the value of both past and future instalments. Such values shall be determined by the Actuary.

Any amount of Elective Service reduced in accordance with the preceding paragraph may be subject to a new election by the Employee. However, the terms and conditions applicable to such election shall be those in effect on the date of this new election.

Pre-1992 service

Notwithstanding the foregoing, an Employee making an election under this section 15 with respect to a period of Elective Service during which the Employee contributed to the CBC Pension Plan before January 1, 1992, and in respect of which the Employee elected a transfer of Pension Benefit Credits pursuant to section 9, must pay the total amount of the appropriate contributions calculated under paragraph 15.10(b) through a direct transfer from the Employee's Registered Retirement Savings Plan or a previous employer's Registered Pension Plan or Deferred Profit Sharing Plan.

Allocation of contributions

(c) For purposes of computing Accumulated Employee Contributions, the contributions made by an Employee under this section 15 shall be allocated to the years of Elective Service to which they pertain. Interest shall be calculated in accordance with Regulation 1.

Unpaid balance upon death

(d) If an Employee paying contributions under this section 15 by instalments ceases to contribute to the CBC Pension Plan by reason of such Employee's death, all outstanding instalments shall be deemed to have been paid in full, and pension benefits shall be computed accordingly.

Interest

(e) The unpaid balance of any amount owed by an Employee who is allowed to make instalments payments pursuant to paragraph 15.11(b) shall bear interest in accordance with Regulation 1.

15.12 Limitations

Pre-1990 service

(a) Notwithstanding any other provision, in respect of Elective Service rendered before January 1, 1990, the amount of Immediate or Deferred Pension payable to the Contributor for the Contributor's lifetime under the CBC Pension Plan at retirement, disability retirement, termination of employment or termination of the CBC Pension Plan shall not exceed the greater of:

(i) $1,150 and

(ii) two-thirds of the dollar maximum mentioned in paragraph 6.4(b), as applicable from year to year

multiplied by the Contributor's years of such Elective Service.

(b) Paragraph 15.12(a) does not apply where the Elective Service was previous Contributory Service with the Corporation.

Post-1989 service

(c) In respect of Elective Service rendered on or after January 1, 1990, the Pension Board will compute the relevant Past Service Pension Adjustment for certification with Canada Revenue Agency. Where such certification is obtained, the Elective Service will be granted, subject to the provisions of the CBC Pension Plan. Where such certification has not been granted by Canada Revenue Agency, such period of Elective Service will not be granted.

Service with Cogeco

15.13 Former employees of Cogeco

Notwithstanding anything to the contrary, this section 15 shall not apply to any service prior to September 1, 2002 with respect to Employees whose employment has been transferred from Cogeco to the Corporation on September 1, 2002.

SECTION 16
FLEXIBLE COMPONENT

16.1 Definitions

"Compensation"

(a) "**Compensation**" means a Contributor's earnings for a calendar year as determined by the Corporation.

"Optional Ancillary Account"

(b) **"Optional Ancillary Account"** means the account established by the Pension Board in the name of the Contributor, to which shall be credited all the Contributor's optional ancillary contributions made pursuant to this Section 16, plus any applicable interest or investment earnings.

"Eligible Service"

(c) "**Eligible Service**" of a Contributor, means any current and past periods during which the Contributor has been in the service of the Corporation, and any periods included in the Contributory Service during which the Contributor has been in the service of a preceding employer, but excludes periods for which the Contributor was granted leave of absence without pay and for which contributions were not made as provided under paragraph 2.1(qq) or paragraph 4.1(i).

16.2 Purpose

Enhanced benefits

(a) The purpose of this Section 16 is to enable Contributors to make optional ancillary contributions to the CBC Pension Plan in order to enhance the ancillary features of their pension otherwise payable under the plan. This Section 16 is being added to the CBC Pension Plan for the sole purpose of improving the Contributors' ability to save for retirement on a tax-sheltered basis.

Employee paid benefits

(b) The additional benefits associated with this Section 16 are to be fully employee paid. For greater certainty, subsection 10.1 shall only be applied in respect of the benefits and contributions under the other provisions of the CBC Pension Plan and shall not be applied in respect of benefits and contributions under this Section 16.

Right to terminate Part III

(c) In the event the addition of this Section 16 to the CBC Pension Plan would have the effect under applicable pension legislation of increasing the cost to the Corporation of otherwise providing benefits under the plan, this Section 16 may be rescinded as of its original effective date, and any employee contributions to the CBC Pension Plan made in accordance with this Section 16 will be returned to the affected Contributor.

16.3 Optional Ancillary Contributions

Election to contribute

(a) Subject to paragraph 16.3(c), a Contributor may elect to make optional ancillary contributions to the CBC Pension Plan in the manner prescribed by the Pension Board. The contributions will be credited to the Contributor's Optional Ancillary Account.

Terms and conditions applicable to election

(b) The Contributor's election to make such optional ancillary contributions, or to vary, suspend, or terminate the amount of such contributions are subject to such terms and conditions as prescribed by the Pension Board from time to time.

Maximum contributions

(c) The optional ancillary contributions made by a Contributor in a calendar year shall not exceed the amount, if any, by which the lesser of:

(i) nine percent (9%) of the Contributor's Compensation for the year, and

(ii) $1,000 plus seventy percent (70 %) of the Contributor's defined benefit pension credits for the year under the CBC Pension Plan

exceeds the amount the Contributor is required to contribute in the year under the CBC Pension Plan.

Deposit

(d) The Corporation shall remit the Contributor's optional ancillary contributions in accordance with applicable legislation.

Restrictions on use of Account

(e) The amount in a Contributor's Optional Ancillary Account must be used to provide optional ancillary benefits as described in subsection 16.6, 16.7 or 16.9 in respect of the Contributor's service on or after January 1, 1990 and may not be used for any other purpose nor, subject to Section 16.8, refunded to the Contributor, the Contributor's Spouse or other beneficiary.

No withdrawals

(f) In no event shall a Contributor withdraw or otherwise receive a refund of his optional ancillary contributions prior to the Contributor ceasing to be an Employee.

16.4 Investment

Investment of Optional Ancillary Accounts

(a) Each Contributor shall decide how to invest the Optional Ancillary Account within the range of the investment options which are selected by the Pension Board from time to time.

Terms and Conditions

(b) The Pension Board shall invest the Contributor's optional ancillary contributions in accordance with the Contributor's instructions and the applicable legislation.

(c) The investment of each Contributor's Optional Ancillary Account shall be subject to such other terms and conditions as prescribed by the Pension Board from time to time.

16.5 Annual Investment Earnings

Annual adjustment

Each Contributor's Optional Ancillary Account shall be credited, at least annually, with the interest and/or investment earnings (positive and/or negative) which relate to the investments in the Contributor's Optional Ancillary Account.

16.6 Benefits on Retirement or Termination

Right to purchase additional benefits

(a) When a Contributor ceases to be an Employee for any reason other than death or becoming Disabled, the Contributor's Optional Ancillary Account shall be applied to purchase optional ancillary benefits in respect of the pension otherwise payable to the Contributor from the CBC Pension Plan in respect of the Contributor's service on or after January 1, 1990.

Benefits available

(b) The Contributor shall choose one or more of the following optional ancillary benefits.

Increased pension

(i) An increased lifetime retirement pension as described in Section 6. The increased total pension may be paid on an unreduced basis from the first of the following dates:

(A) the date on which the Contributor has attained age sixty (60);

(B) the date on which the Contributor's age plus Eligible Service is equal to eighty (80); or

(C) the date on which the Contributor has completed thirty (30) years of Eligible Service.

Otherwise, the total pension shall be reduced by no less than the minimum reduction required by the ITA, which is ¼ of 1 % for each month by which the pension commencement date precedes the earliest of the date on which:

(D) the Contributor will attain age sixty (60);

(E) the Contributor's age plus Eligible Service would have equalled eighty (80); or

(F) the Contributor would have completed thirty (30) years of Eligible Service.

Bridge benefit

(ii) The provision of a bridge benefit, the amount of which shall be limited as follows:

(A) The maximum annual bridge benefit shall be equal to an amount up to but not exceeding the sum of the maximum benefits payable to the Contributor under the Public Pension Plan, and the maximum Old Age Security benefit that would be payable if the Contributor were age sixty-five (65) as at the Contributor's pension commencement date;

(B) The maximum bridge benefit described in paragraph (i) above shall be reduced by the minimum amount required by the ITA, which is a proportional reduction in the case of a Contributor who has completed less than ten (10) years of General Service at the pension commencement date, and a further reduction of ¼ of 1 % for each month by which the pension commencement date precedes the date that the Contributor will attain age sixty (60);

(C) In addition, the annual bridge benefit payable under this clause 16.6(ii)(C) combined with the annual lifetime pension payable from the date pension payments commence under the CBC Pension Plan shall not exceed (A) plus (B) as follows:

(1) $1,722.22 or such greater amount as may be prescribed for this purpose by the ITA, multiplied by the Contributor's Pensionable Service; plus

(2) 1/35th of 25 % of the average of the YMPE for the year of retirement and each of the two (2) immediately preceding years, multiplied by the Contributor's Pensionable Service not exceeding thirty-five (35) years.

New "Pensionable Salary Rate" or "Adjusted Pensionable Earnings"

(iii) The replacement of the definition of "Pensionable Salary Rate", for the purpose of determining the pension benefit in subsection 6.3 or the term "sum of such Contributor's Adjusted Pensionable Earnings for all calendar years of Pensionable Service" in Part II with the Contributor's indexed Compensation for the thirty-six (36) consecutive months of Pensionable Service with the Corporation in which the highest average is attained. If a Contributor does not have three (3) years of Pensionable Service, the average shall be taken for the Contributor's entire period of Pensionable Service.

A Contributor's indexed Compensation for a year is the Contributor's Compensation for the year multiplied by the Wage Index for the year in which pension benefits commence, divided by the Wage index for the year in which the Compensation was received.

Enhanced death benefits

(iv) An increase of the amount of survivor benefit for death after commencement of pension benefits such that the survivor benefit payable to any one of the Contributor's Spouse and Children from the CBC Pension Plan for any month be no greater than 66 2/3 % of the amount of pension that would have been payable for the month to the Contributor, if alive, payable to the Spouse for life,

with or without a guarantee of up to sixty (60) monthly payments, or to a Child for the eligible survivor benefit period, as defined in the ITA, nor a total of 100 % of the amount of pension that would have been payable for the month to the Contributor, if alive, payable to all survivors for the relevant period(s), distributed among the surviving Spouse and Children at the discretion of the Pension Board.

Terms and conditions applicable to benefits

(c) Benefits paid under this Section 16 shall be paid under the same terms and conditions as the respective benefits under Sections 6 and 7, as the case may be. For greater certainty and without restricting the generality of the foregoing, the following conditions of the plan shall apply, unless the context requires otherwise:

(i) indexation;

(ii) survivor benefits; and

(iii) credit splitting on marriage breakdown.

Cost of benefits

(d) The cost of purchasing such optional ancillary benefits shall be equal to the Pension Benefit Credit of the optional ancillary benefits.

Reallocation of excess contributions

(e) In the event that the Contributor's Optional Ancillary Account balance exceeds the Pension Benefit Credit of the optional ancillary benefits elected by the Contributor in respect of the Contributor's service on or after January 1, 1990, the Contributor shall not have any entitlement to such excess amount, and such excess amount shall be reallocated from the Contributor's Optional Ancillary Account in the Pension Fund to the unallocated assets of the CBC Pension Plan in the Pension Fund.

16.7 Pre-Retirement Death or Disability Retirement

Enhanced benefits

(a) In the event that a Contributor dies before pension commencement, or the Contributor becomes entitled to a disability pension in accordance with subsection 6.7, benefits will be increased to the extent possible such that the Pension Benefit Credit related to the additional optional ancillary benefit provided under subsection 7.2 is equal to the Optional Ancillary Account balance, subject to the maximum benefits permissible under the ITA.

Reallocation of excess contributions

(b) In the event that the Contributor's Optional Ancillary Account balance exceeds the Pension Benefit Credit of the optional ancillary benefits that can be provided to the Contributor and the Contributor's Spouse, Children, designated beneficiary and estate, as the case may be, in respect of the Contributor's service on or after January 1, 1990, the Contributor and the Contributor's Spouse, Children, designated beneficiary and estate, as the case may be, shall not have any entitlement to such excess amount, and such excess amount shall be reallocated from the Contributor's Optional

Ancillary Account in the Pension Fund to the unallocated assets of the CBC Pension Plan in the Pension Fund.

16.8 Refund of Net Contribution Account

Notwithstanding the prohibition on the refund of all or part of the Contributor's Optional Ancillary Account described in paragraph 16.3(f) and notwithstanding the reallocation of the excess portion of the Contributor's Optional Ancillary Account described in paragraphs 16.6(e) and 16.9(b), any such prohibition or reallocation shall not prevent the payment of a benefit to or in respect of the Contributor where such Lump-Sum Amount represents the only benefit paid to or on behalf of the Contributor.

16.9 Portability

Portability

(a) In the event that a Contributor terminates or dies prior to retirement and the Contributor or the Contributor's Spouse, as applicable, elects to have the Pension Benefit Credit otherwise payable transferred in accordance with Section 9, the Pension Benefit Credit shall include the Pension Benefit Credit of the optional ancillary benefits purchased from the Contributor's Optional Ancillary Account in accordance with paragraph 16.6(b), subject to the maximum benefits permissible under the ITA.

Reallocation of excess contributions

(b) In the event that the Contributor's Optional Ancillary Account balance exceeds the Pension Benefit Credit of the optional ancillary benefits elected by the Contributor in respect of the Contributor's service on or after January 1, 1990, neither the Contributor nor the Contributor's surviving Spouse shall have any entitlement to such excess amount, and such excess amount shall be reallocated from the Contributor's Optional Ancillary Account in the Pension Fund to the unallocated assets of the CBC Pension Plan in the Pension Fund.

16.10 Information to Contributors

Annual statement

(a) A Contributor who has made optional ancillary contributions under this Section 16 and such Contributor's Spouse shall be given the information required by the applicable legislation to be included on the Contributor's annual statement.

Required content

(b) The Pension Board shall also provide them with the following:

(i) a statement of the amount in the Contributor's Optional Ancillary Account as at December 31 of the statement year; and

(ii) such other information that in the opinion of the Pension Board would assist the Contributor in monitoring the level of future optional ancillary contributions and the value of ancillary benefits.

APPENDIX 1

REGULATION 1
Rates of interest

1. Accumulated Employee Contributions

Computation of Accumulated Employee Contributions

The rate of interest to be used in computing the amount of Accumulated Employee Contributions is to be three percent (3 %) per annum compounding annually in respect of periods up to and including June 30, 1982 and, in respect of any subsequent periods, at such rate as will be declared by the Corporation from time to time for such periods, to be applied on the assumption that all contributions made in a fiscal year were made in one lump sum at the end of such year, except that all contributions made in the last fiscal year in which a Contributor was an Employee shall be deemed to have been made on the day on which such Contributor ceases to qualify as an Employee. For purposes of this regulation, "fiscal year" shall be the period of twelve (12) months ending on December 31st each year; the fiscal year ending on December 31, 1971, shall be deemed to have commenced on the 1st day of April 1971. Notwithstanding the foregoing, effective January 1, 1987 the following rules shall apply in computing the Accumulated Employee Contributions.

Pre-1987 contributions

(a) The rate of interest accruing from January 1, 1987 on contributions made before that date as well as contributions made from that date shall be based on the rate prescribed in the directive of the Superintendent.

CANSIM B14045

(b) Based on the directive of June 30, 1987, which prescribes the use of CANSIM series B14045, the annual rate for any full calendar year shall be determined as the arithmetic average of the values of said series, as published by the Bank of Canada, for the twelve (12) months commencing with November of the year preceding the said calendar year, and the annual rate for any partial calendar year shall be equal to the annual rate used for the preceding full calendar year.

Post-1986 contributions

(c) Interest on contributions made after 1986 shall accrue from the end of the calendar month of contribution on the assumption that contributions made in a calendar year are equally divided among the months of that calendar year, but excluding any month following the month in which the Employee terminates, dies or retires, and excluding any month preceding the month in which the Employee becomes a Contributor.

Incomplete year

(d) Interest for a fraction of a calendar year shall be calculated on the basis of simple interest.

Accrual start date

(e) Interest shall accrue to the date of termination, death, retirement or the last day of the month preceding the month of payment of a Lump-Sum Amount or of a transfer of a Pension Benefit Credit, whichever may apply.

Annual credit

(f) Interest shall be credited at least once every plan year.

Buy-back funds

(g) Interest on the contributions made by an Employee under section 15 shall accrue from the date of payment to the Pension Fund.

Interest on unpaid balance

2. Elective Service

The unpaid balance of any amount owed by an Employee who is allowed to make instalment payments pursuant to paragraph 15.11(b) shall bear interest from the date of the Employee's election at the rate in effect at the time of such election as determined by the Corporation from time to time.

REGULATION 2
Identification of Wage Index

In this Regulation

"Industrial Composite"

"Industrial Composite" means the average of weekly earnings at the industrial aggregate level in Canada as calculated by Statistics Canada and published monthly in the Bank of Canada Review under CANSIM Series L1241 or comparable successor publication.

"Average of Industrial Composite"

"Average of Industrial Composite" means, for any calendar year, the arithmetic average of the Industrial Composite for the period of twelve (12) months ending with the month of June of the preceding calendar year.

"Wage Index"

"Wage Index" means, for any calendar year, the result obtained by multiplying a) by b), where

(a) is the Wage Index for the preceding calendar year, and

(b) is the ratio of the Average of Industrial Composite for the calendar year to the Average of Industrial Composite for the year preceding said calendar year.

Notwithstanding the foregoing, the Wage Index for 1983 shall be equal to 1.00000 and the Wage Index for any subsequent calendar year shall be rounded to the nearest fifth decimal point.

APPENDIX 2

PART II

SECTION 1
NAME AND EFFECTIVE DATE

Name

1.1 Name of Plan

These provisions may be cited as the CBC Pension Plan Part II, and are hereinafter sometimes referred to as "**Part II**".

1.2 Effective Date

Effective Date

This Part II, which came into effect on January 1, 1992, is amended and restated effective June 30, 2011 unless otherwise specified.

Application

Except as otherwise specifically provided, this amended and restated Part II applies to Employees in the service of the Corporation on June 30, 2011 and thereafter. For greater certainty and unless otherwise specified, the rights of a Contributor who retired, died or otherwise terminated employment prior to June 30, 2011 are governed by the Canadian Broadcasting Corporation Pension Plan as it existed when the Contributor retired, died or otherwise terminated employment, as applicable.

SECTION 2
DEFINITIONS

2.1 Definitions

In Part II and the Regulations made hereunder, unless the context otherwise requires:

"Accumulated Employee Contributions"

(a) "**Accumulated Employee Contributions**" means the entire amount paid by the Contributor under Part II, either during the Contributor's entire period of Pensionable Service unless otherwise specified, or during such part or in respect of such part of the Contributor's Pensionable Service as may be specified, together with interest thereon calculated in the manner prescribed in Regulation 1. This amount shall be reduced by the Redesignated Employee Contributions, if any.

"Actuary"

(b) "**Actuary**" means a person or firm retained by the Corporation who is, or one of whose employees is, a Fellow of the Canadian Institute of Actuaries.

"Actuarial Equivalent"

(c) "**Actuarial Equivalent**" means a benefit of equal value, based on actuarial bases approved by the Corporation from time to time, on the recommendation of the Actuary, and which are in effect on the date on which the benefits related thereto commence to be payable, subject to any requirement of the PBSA and the ITA.

"Adjusted Pensionable Earnings"

(d) **"Adjusted Pensionable Earnings"** means, for any calendar year of Pensionable Service, the product of a Contributor's Salary for that year and the ratio of the average of the Wage Index for the Final Salary Year and the four preceding years to the Wage Index for that calendar year.

If the contributions of a Contributor have ceased to be made by reason of paragraph 4.1(j), the first years of such Contributor's Pensionable Service under Part II shall be the period of Pensionable Service on which contributions are deemed to have been made for the purpose of determining the Adjusted Pensionable Earnings of such Contributor under Part II.

If an Employee ceases to contribute under Part II and, without a Final Salary Year occurring, becomes an Employee under Part I, at the time a Final Salary Year occurs such Employee's Salary, for all periods of service as a Contributor to Part II, except any periods for which a Lump-Sum Amount has been paid or a Deferred Pension or Immediate Pension granted, shall be recomputed as Adjusted Pensionable Earnings.

In no case shall the sum of the Adjusted Pensionable Earnings of a Contributor be less than the sum of the Salaries of the Contributor upon which the Adjusted Pensionable Earnings were computed.

"Basic Survivor Pension"

(e) **"Basic Survivor Pension"** has the meaning set out in subparagraph 7.3(a)(i).

"Child"

(f) "**Child**" means a person who, at the time of the Contributor's death, and continuously thereafter,

(i) is under eighteen (18) years of age, or

(ii) if in full-time attendance at a school or university who is under twenty-five (25) years of age,

and who is the natural child, adopted child or step-child of a deceased Contributor, provided always that the same child shall not qualify as such in respect of more than one (1) Contributor. If more than one (1) person qualify as a Child, they may collectively be referred to as "**Children**".

For more certainty, a person shall be deemed to be in full-time attendance at a school or university if such person is considered by the school or university attended to be a full-time student pursuant to its policies. A person who ceases to qualify as a Child after the death of a Contributor shall not be eligible to re-qualify thereafter.

"Cogeco"

(g) "**Cogeco**" means Cogeco Inc. or any of its subsidiaries.

"Continuous Employment"

(h) "**Continuous Employment**" means a period of employment since last joining the Corporation without regard to periods of temporary interruption of employment.

"Contributor"

(i) "**Contributor**" means a person who contributes or has formerly contributed under Part II and who is entitled to benefits thereunder.

"Contributory Service"

(j) "**Contributory Service**" of a Contributor means the sum of any periods during which such Contributor,

(i) rendered Pensionable Service under Part II, including periods of Pensionable Service under Part II prior to last becoming a Contributor,

(ii) rendered Contributory Service under Part I, including periods of Contributory Service under Part I prior to last becoming a Contributor,

(iii) was on leave of absence without pay under Part II,

(iv) was a member of the "Régime des rentes à l'intention des employés de Cogeco Inc. et ses filiales participantes" or the "Régime de rentes des employés de Radio Saguenay Ltée" in the case of contributors who joined Part I or Part II on September 1,

2002 further to their transfer of employment from Cogeco to the Corporation as of that date.

Furthermore, for a Contributor who was covered by the collective agreement dated December 31, 2001 between the Corporation and the Communications, Energy and Paperworkers Union of Canada, was a Contributor on December 31, 2001, and was on leave of absence without pay due to a labour conflict during the month of December 2001, the month of December 2001 shall be included in such Contributor's Contributory Service.

"Corporation" (k) "**Corporation**" means Canadian Broadcasting Corporation.

"Deferred Pension" (l) "**Deferred Pension**" means an annual pension other than an Immediate Pension that becomes payable to or in respect of a Contributor pursuant to Part II on the first day of any month subsequent to the termination of the Contributor's service with the Corporation but not earlier than the day following the Contributor's Optional Retirement Date and not later than the day following the Contributor's Unreduced Retirement Date.

"Deferred Salary Leave Plan" (m) "**Deferred Salary Leave Plan**" means a vehicle provided by the Corporation to an Employee through which the Employee may defer a portion of the Employee's earnings for the purpose of financing a pre-planned future period of leave of absence. The terms and conditions of such plan are set out in the policies of the Corporation and any applicable collective agreement.

"Disabled" (n) "**Disabled**", with reference to a Contributor, means that the Contributor for medical reasons has become totally and permanently disabled and incapable, in the opinion of the President of the Corporation or his delegate, on the basis of written certification by a medical practitioner who is licensed to practice under the laws of a province or of the place where the Contributor resides and submission of any other proof of disability that may be deemed necessary, in the opinion of the President of the Corporation or his delegate, of satisfactorily performing on a regular basis the duties of his office or former office or any other position with the Corporation commensurate with his qualifications and experience, provided that no Contributor who is an Employee at the Contributor's Normal Retirement Date shall then be regarded as Disabled.

"Employee" (o) "**Employee**" means:

(i) a person who is performing services on a Part-Time Basis for the Corporation and is employed as a temporary employee;

(ii) a person who is performing services on a Part-Time Basis for the Corporation and is employed as a permanent employee;

(iii) a person who is performing services on a Part-Time Basis for the Corporation as a contract employee member of the "Association des réalisateurs" (French);

(iv) a person who is performing services on a Part-Time Basis for the Corporation as a contract employee member of the "Syndicat des Communications de Radio-Canada";

(v) a person who is performing services on a Part-Time Basis for the Corporation as a contract employee member of the Canadian Media Guild;

(vi) a person who is performing services on an on-call basis for the Corporation as a temporary employee member of the "Syndicat des technicien(ne)s et artisan(e)s du réseau français de Radio-Canada";

(vii) a person who is performing services on an on-call basis for the Corporation as a temporary employee member of the "Syndicat canadien de la fonction publique";

(viii) a person who is performing services on an on-call basis for the Corporation as a contract employee member of the "Association des réalisateurs"; or

(ix) such other equivalent category established by the Corporation from time to time.

An Employee shall be deemed to include a person who is on leave of absence without pay when such person was so classified as an Employee immediately prior to being granted such leave.

A person referred to under paragraph (iii) or paragraph (iv) above does not cease to be considered an Employee when there is a break in service of less than thirteen (13) weeks that is solely due to a program's production scheduling. These breaks in service shall be treated in the same manner as leaves of absence without pay are treated.

"Excess Employee Contributions"

(p) "**Excess Employee Contributions**" the amount, if any, by which the Accumulated Employee Contributions of a Contributor exceeds fifty percent (50 %) of the Pension Benefit Credit of such Contributor.

"Final Salary Year"

(q) "**Final Salary Year**" of an Employee means the calendar year during which such Employee ceases to qualify as an Employee as defined in either of Part I or Part II, and an Employee shall be deemed to have reached a Final Salary Year on the date on which such Employee ceases to qualify as an Employee as defined in either of Part I or Part II.

"General Service"

(r) "**General Service**" of a Contributor means a continuous period during which such Contributor has been in the service of the Corporation,

including service with Cogeco immediately prior to September 1, 2002 with respect to Contributors whose employment has been transferred from Cogeco to the Corporation on September 1, 2002.

"Immediate Pension"

(s) "**Immediate Pension**" means an annual pension that becomes payable to or in respect of a Contributor pursuant to Part II on the first day of the month next following the day on which the Contributor ceased to be an employee, died or became Disabled, as the case may be.

"Initial Eligibility Requirements"

(t) "**Initial Eligibility Requirements**" means the completion of twenty-four (24) months of Continuous Employment with the Corporation and the receipt of earnings, in respect of employment with the Corporation, equal to at least thirty-five per cent (35 %) of the YMPE in each of two (2) consecutive calendar years.

"ITA"

(u) "**ITA**" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time.

"Lump-Sum Amount"

(v) "**Lump-Sum Amount**" means a lump-sum amount which is the Actuarial Equivalent of the pension benefit of a Contributor and which can be paid on a non-locked-in basis.

"Normal Retirement Date"

(w) "**Normal Retirement Date**" of a Contributor means the last day of the month in which the Contributor attains the age of sixty-five (65) years.

"Optional Retirement Date"

(x) "**Optional Retirement Date**" of a Contributor means the day which is ten (10) years prior to the Contributor's Unreduced Retirement Date.

"Part-Time Basis"

(y) "**Part-Time Basis**" in relation to an employee means engaged to work less than all or substantially all of the normally scheduled hours of work established for persons in the same category of employees covered by Part I. For greater certainty, an Employee who occupies an on call position is considered as an Employee working on a Part-Time Basis for the purpose of the Plan.

"PBSA"

(z) "**PBSA**" means the *Pension Benefits Standards Act, 1985* (Canada) including the regulations thereunder and the directives of the Superintendent, as amended from time to time.

"Part I"

(aa) "**Part I**" means Part I of the CBC Pension Plan.

"Past Service Pension Adjustment"

(bb) "**Past Service Pension Adjustment**" has the meaning assigned to it in the ITA.

"Pension Benefit Credit"

(cc) "**Pension Benefit Credit**" in relation to a Contributor or a Spouse, means the aggregate value at a particular time, determined in accordance with the PBSA, of that Contributor's benefits or Spouse's benefits, as the case may be, accrued under Part II, calculated without taking into account any Excess Employee Contributions, and when in respect of a Contributor who

has died or become Disabled, calculated as if the Contributor had not died or had not become Disabled.

"Pension Board"

(dd) "**Pension Board**" means the CBC Pension Board of Trustees established by the Corporation.

"Pension Fund"

(ee) "**Pension Fund**" means the fund established by virtue of the Trust Deed between the Corporation and the CBC Pension Board of Trustees effective September 1, 1961, as amended from time to time.

"Pensionable Service"

(ff) "**Pensionable Service**" means, subject to Section 5 and subsection 11.6, the periods for which Salary is paid or deemed to have been paid according to paragraph 2.1(ii) and for which contributions are paid, but shall not include any period for which a Lump-Sum Amount has been paid or a Deferred Pension or Immediate Pension granted or a Pension Benefit Credit transferred.

"Public Pension Plan"

(gg) "**Public Pension Plan**" means the Canada Pension Plan or the Québec Pension Plan, as applicable at the time of determination, as amended from time to time.

"Redesignated Employee Contributions"

(hh) "**Redesignated Employee Contributions**" means an amount equal to seventeen and two tenths percent (17 2/10 %) of the Accumulated Employee Contributions with respect to Pensionable Service before January 1, 2000 that was redesignated as voluntary employee contributions and was paid to the Contributor.

"Salary"

(ii) "**Salary**", in relation to any period, means the basic salary rate of a Contributor during such period excluding overtime and other supplementary remuneration that may be paid to the Contributor from time to time.

On-Call Employees

For an Employee referred to in subparagraph 2.1(o)(vi), (vii) or (viii), the salary for a given calendar month is recognized under Part II only if the Employee receives the equivalent of one day of salary or more in each week of the calendar month. Salary for such calendar month is otherwise deemed to be nil for the purposes of Part II, the calendar month shall not be considered as Pensionable Service and shall be considered as a period of leave of absence without pay. The Employee shall not make any contributions in respect of such month. If the Monday of a week is part of a given calendar month, the full week is deemed to be part of this month.

Secondary assignment

During a period of secondary appointment, as determined under the Corporation's policies, the basic salary rate referred to in the preceding paragraph shall be deemed to be the basic salary rate of the Contributor in respect of the Contributor's primary appointment.

Deemed Salary

For the purpose of computing the Adjusted Pensionable Earnings, the Salary of a Contributor shall be deemed to be:

(i) during any period of maternity leave, paternity leave, child care leave, adoption leave, absence without pay for childcare purposes, and compassionate care leave granted pursuant to the Corporation's policy regarding the granting of such leaves, if such periods are included in the Contributor's Pensionable Service according to the Corporation's policy, provided that the Contributor elects to and does make any required contributions thereto as specified in the Corporation's policy, the salary at the rate paid to the Contributor immediately before such leave begins, otherwise such leave shall be regarded as being leave of absence without pay; and

(ii) for any period during which a Contributor is in receipt of benefits under the long-term disability income plan made available to employees of the Corporation as part of the Corporation's benefit program:

(A) for the calendar year or fraction thereof, for which such benefits are first payable, the salary at the rate paid to the Contributor immediately prior to such period;

(B) for each subsequent calendar year or fraction thereof in such period, the salary at the rate deemed to be paid to the Contributor at the end of the immediately preceding calendar year, adjusted by the lesser of the economic increase granted or negotiated for the preceding calendar year for the position held by the Contributor immediately prior to receiving such benefits or the increase in the Wage Index for the said calendar year. The adjustment shall not be made in the first calendar year subsequent to the commencement of long-term disability if the Contributor's salary had already been adjusted by the economic increase in the calendar year when the Contributor commenced to receive long-term disability benefits; and

(iii) for any period during which salary is deferred under the Corporation's Deferred Salary Leave Plan, the salary at the rate before allowances for contributions to the Deferred Salary Leave Plan; and

(iv) during any period of leave under the Corporation's Deferred Salary Leave Plan, the salary at the rate deemed to be paid to the Contributor under paragraph (iii) above immediately before the leave, provided that the Contributor elects to and does make contributions thereto at the rate determined under the Corporation's policy and in accordance with the Corporation's Deferred Salary Leave Plan, otherwise such leave shall be regarded as being leave of absence without pay.

Not returning to work

Notwithstanding the provisions of this paragraph 2.1(ii), if a Contributor does not resume active employment immediately following a period of absence without pay for childcare purposes described in paragraph (i) above, or a period described in paragraph (iv) above, or immediately following the expiration of any immediately subsequent permitted period of leave of absence, such period shall be regarded as being leave of absence without pay.

On call Employees

For greater certainty, in this paragraph 2.1(ii) above, the expression "salary at the rate" means, in respect of Contributor who is an Employee who occupies an on call position, the Contributor's average salary during the twelve months of membership preceding such leave or, if the Contributor has less than twelve months of membership at the time the leave begins, the Contributor's average salary during the entire period of membership.

Computation

In this paragraph 2.1(ii), only complete calendar months shall be deemed to count as months for which salary has been paid, and a complete calendar month shall be regarded as one-twelfth (1/12) of a year.

Maximum Salary

The Salary of a Contributor shall be deemed in any case not to exceed a rate which would result in a pension exceeding the maximum pension permitted by the ITA as a condition for registration of pension plans under said Act.

"Spouse"

(jj) "**Spouse**" in relation to a Contributor means, except as otherwise provided in Part II or as required in the application of subsection 10.4,

(i) if there is no person described in paragraph (ii), a person who is married to the Contributor, or a person who is party to a void marriage with the Contributor, or

(ii) a person who is cohabiting with the Contributor in a conjugal relationship at the relevant date, having so cohabited with the Contributor for at least one (1) year.

"Superintendent"

(kk) "**Superintendent**" means the Superintendent of Financial Institutions appointed pursuant to subsection 5(1) of the *Office of the Superintendent of Financial Institutions Act* (Canada).

"Unreduced Retirement Date"

(ll) "**Unreduced Retirement Date**" of a Contributor shall be deemed to be:

(i) if the Contributor's age when added to the Contributor's Contributory Service total eighty-five (85) years or more, the last day of the month in which the Contributor ceases to qualify as an Employee, but in no case shall the Unreduced Retirement Date of a Contributor be deemed to be later than the Contributor's Normal Retirement Date;

(ii) if the Contributor does not satisfy the criteria of paragraph (i) above, but if the Contributor has either rendered at least twenty-five (25) years of Contributory Service or attained the age of at least forty-five (45) years when the Contributor ceases to qualify as an Employee and rendered at least ten (10) years of General Service, the latest of:

(A) the last day of the month in which the Contributor ceases to qualify as an Employee, or

(B) the last day of the month in which the age when added to the Contributory Service would have totalled eighty-five (85) years had the Contributor remained in service until such day,

but in no case shall the Unreduced Retirement Date of a Contributor be deemed to be later than the Contributor's Normal Retirement Date;

(iii) if the Contributor does not satisfy the criteria of paragraph (i) or paragraph (ii) above, but if the Contributor has rendered twenty (20) or more years of Contributory Service, the last day of the month in which the Contributor's age when added to the Contributor's Contributory Service total eighty-five (85) years, but in no case shall the Unreduced Retirement Date of a Contributor be deemed to be later than the Contributor's Normal Retirement Date;

(iv) if the Contributor does not satisfy the criteria of paragraph (i), paragraph (ii) or paragraph (iii) above, the Contributor's Normal Retirement Date.

For all purposes of this definition, both "age" and "Contributory Service" shall be calculated in years and fractions thereof. Only complete calendar months shall be taken into account, and a complete calendar month shall be regarded as one twelfth (1/12) of one year.

For all purposes of this definition, Contributory Service shall be deemed not to include any period for which the Contributor was granted leave of absence without pay and for which contributions were not made as provided under paragraph 5.3(b).

"Wage Index" (mm) "**Wage Index**" means the wage index to be used in the computation of benefits as prescribed from time to time pursuant to Regulation 2.

"YMPE" (nn) "**YMPE**" means the year's maximum pensionable earnings defined under the Public Pension Plan as applicable at the time of determination.

2.2 Interpretation

Equality of status

(a) An expression in Part II that imports a male person may be read and construed to import a female person and an expression in Part II that imports a female person may be read and construed to import a male person, unless the section in which such an expression occurs expressly excludes this provision.

Titles

(b) The titles given to sections, subsections and paragraphs are inserted for convenience of reference and are not part of the sections, subsections and paragraphs for purposes of interpretation.

Defined terms

(c) When used in Part II and the Regulations made hereunder, the terms defined in subsection 2.1 are written using capital letters, when terms are used without capital letters, they are to have the general meaning of such terms.

Official languages

(d) Both the English and French version of this Part II shall be considered official plan texts having equal force. Where a difference in interpretation arises, both versions will be compared in order to determine the intended meaning of the provisions at issue.

SECTION 3
MEMBERSHIP

3.1 Mandatory Participation

Contributors on June 30, 2011 and permanent Employees

(a) Subject to subsection 3.3, the following persons shall contribute to Part II:

(i) all Employees on June 30, 2011 who were contributing under Part II on June 29, 2011, and

(ii) all persons who become Employees as defined in subparagraph 2.1(o)(ii) on or after June 30, 2011.

Transferred Employee

(b) An Employee as defined in Part I who contributes under Part I shall not, upon becoming an Employee under Part II, be required to meet the Initial Eligibility Requirements before contributing under Part II.

3.2 Optional Participation

Temporary and contract Employees

(a) An Employee as defined in subparagraph 2.1(o)(i), (iii), (iv), (v), (vi), (vii), (viii) or (ix) who is not contributing under Part II may elect to do so provided:

(i) the Employee meets the Initial Eligibility Requirements, and

(ii) an election to contribute has been filed in a form acceptable to the Pension Board.

Returning Employee

(b) A former Employee under Part I or Part II returning to work for the Corporation as an Employee as defined in subparagraph 2.1(o)(i), (iii), (iv), (v), (vi), (vii), (viii) or (ix) shall be required to meet the Initial Eligibility Requirements before contributing under Part II.

Returning laid-off Employee

(c) Notwithstanding paragraph 3.2(b), an Employee as defined in subparagraph 2.1(o)(i), (iii), (iv), (v), (vi), (vii), (viii) or (ix) who elects to retain credit for Pensionable Service rendered prior to a lay off period in accordance with subsection 5.4 shall be eligible to contribute under Part II without meeting the Initial Eligibility Requirements.

3.3 Exclusions

Religious beliefs

(a) No person shall be required to contribute to Part II who objects to becoming a Contributor because of a bona fide religious belief and provides such evidence as may be required by the Pension Board in respect of such person's application to waive participation in Part II, and the decision of the Pension Board shall be binding and conclusive upon the Contributor.

Returning retiree

(b) A former Employee under Part I or Part II returning to work for the Corporation as an Employee under Part II and who has elected to continue to receive a pension pursuant to paragraph 6.9(a) shall not be eligible to contribute under Part II.

Employees aged 71 and older

(c) An Employee who, because of age and according to the provisions of subsection 6.6, is drawing a pension shall not be eligible to contribute under Part II.

SECTION 4
CONTRIBUTIONS

4.1 Employee Contributions

Initial contribution date

(a) The following persons are required to contribute under Part II as follows:

(i) all Employees who are required to contribute according to subparagraph 3.1(a)(i) shall contribute under Part II as of June 30, 2011;

(ii) all Employees required to contribute according to subparagraph 3.1(a)(ii) shall contribute to Part II as from the first day of the month coinciding with or next following the day on which such person becomes an Employee. For the purposes of this subparagraph, if the day such person becomes an Employee is the first working day of the month in which such person becomes an Employee, according to the conditions of work of such Employee, such person shall be deemed to have become an Employee on the first day of that month.

(b) All persons required to contribute according to paragraph 3.1(b) shall contribute to Part II upon becoming an Employee as defined in paragraph 2.1(o).

(c) If an election to contribute is made pursuant to paragraph 3.2(a), contributions shall begin on a date which is the later of:

(i) the first day of the month following the submission of the election to the Pension Board, or

(ii) the first day of the month following the completion of the Initial Eligibility Requirements.

Contribution rate

(d) Except as otherwise provided, contributions under Part II shall be made by a Contributor by a deduction from Salary (while such Contributor remains an Employee in receipt of Salary) in the amount of five percent (5 %) of Salary.

Fluctuations in Salary

(e) Where the Salary of a Contributor fluctuates during a given pay period, the contributions to be paid in respect of such period shall be calculated on the average Salary of the Contributor during that period.

Leaves – Partial months

(f) When a Contributor is granted leave of absence without pay,

(i) if the Contributor, by reason of being granted such leave, receives Salary in respect of any calendar month that is one half or more of the Salary that the Contributor would otherwise have received, the

Contributor shall contribute in respect of that month as though the Contributor had received Salary for such month in its entirety;

(ii) if the Contributor, by reason of being granted such leave, receives Salary in respect of any calendar month that is less than one half of the Salary that the Contributor would otherwise have received, the Contributor shall make no contribution in respect of such month.

The provisions of this paragraph 4.1(f) shall not apply in respect of a Contributor who occupies an on call position.

Leaves – Public interest

(g) When a Contributor is granted leave of absence without pay for a continuous period not in excess of two (2) years, and such leave is deemed by the President of the Corporation or his delegate to have been granted in the public interest, the Contributor may elect to contribute in respect of such period of absence. Such contribution shall be made by paying to the Corporation, for payment to the Pension Fund, the contributions which would have been paid by the Contributor and by the Corporation in respect of the Contributor had the Contributor remained in active employment during such period of absence and the contributions shall be based on the Salary the Contributor received from the Corporation immediately prior to such leave of absence. Such contributions shall be paid in a manner determined by the President of the Corporation or his delegate but not later than the return of the Contributor to active employment.

Maximum contributions

(h) The contributions to be deducted from the Salary of a Contributor shall be limited, where applicable, to take into account, as described below, the maximum pension permitted by the ITA as a condition for registration of pension plans under said Act. Contributions for any period during which a Contributor receives or is deemed to receive Salary shall be limited to such part of the Contributor's Salary as would be sufficient to result in said maximum pension for the calendar year in which the contribution is made, based on the assumption that the Contributor's Salary for any other period was the same as for such period.

No cessation

(i) Subject to the provisions of subsections 3.3 and 4.1, no Contributor shall be permitted to cease contributions to Part II, unless the Contributor ceases to qualify as an Employee. For more certainty, a Contributor shall not be permitted to cease contributions under Part II for the reason that the Contributor's Salary is less than thirty-five percent (35 %) of the YMPE in a calendar year.

Exception

(j) When the total Pensionable Service of a Contributor under both Part I and Part II combined reaches thirty-five (35) years, the contributions of such Contributor shall cease. For all purposes of Part II, excepting the computation of the Accumulated Employee Contributions of such Contributor, it shall be deemed that such Contributor continued to make

the contributions which would have been made except for this paragraph 4.1(j).

Withdrawal

(k) A Contributor who is entitled to a Deferred Pension or an Immediate Pension or other benefit, or who would be so entitled if the Contributor had reached a Final Salary Year, is not entitled to withdraw any part of such Contributor's contributions to or under Part II in respect of service under Part II, except as otherwise provided in Part II, and any pension and any Pension Fund monies attributable to such contributions shall be applied under the terms of Part II towards the provision of the Deferred Pension or Immediate Pension or other benefit to which such Contributor or eligible survivors are entitled.

Refund

(l) If a Contributor terminates employment with the Corporation before the last day of a month, the contributions made by such Contributor during that month shall be refunded to the Contributor.

Deposit

(m) All contributions deducted from a Contributor's Salary must be deposited to the Pension Fund not later than thirty (30) days after the end of the period in respect of which such contributions were deducted.

4.2 Contributions of the Corporation

Required contributions

(a) The Corporation shall provide for the funding of Part II as is required, based on the advice of the Actuary, to provide

(i) the normal cost of the benefits currently accruing to Contributors under Part II, and

(ii) for the proper amortization of any unfunded liability or solvency deficiency, both in accordance with such tests and standards as are prescribed by the PBSA,

subject to the provisions of the ITA, after taking into account the assets of the Pension Fund, contributions of Contributors and all other relevant factors. For greater certainty, it is understood that the Corporation may avail itself of any funding measures available under the PBSA (including without limitation solvency relief measures and other reductions of solvency special payments).

Deposit

(b) The Corporation contributions shall be remitted to the Pension Fund monthly and not later than thirty (30) days after the end of the period in respect of which the instalment is paid.

Overpayment

(c) Subject to the prior approval of the Superintendent, and in accordance with the PBSA, any overpayment made by the Corporation in the plan year in excess of the amount required to be contributed or payments made by the Corporation that should have been paid out of the Pension Fund may be returned to the Corporation out of the Pension Fund.

Use of Surplus

(d) Any surplus determined during the continuation of Part II pursuant to an actuarial valuation or opinion filed with the Superintendent and/or the Canada Revenue Agency may be used by the Corporation in whole or in part to:

(i) reduce the outstanding balance of any initial unfunded liability or solvency deficiency;

(ii) reduce the Corporation's contributions that would otherwise be required to be paid in accordance with the prescribed solvency tests under the PBSA;

(iii) increase benefits under Part II by lump-sum payments or otherwise.

SECTION 5
PENSIONABLE SERVICE

Full months

5.1 Calculation of Pensionable Service

Only each complete calendar month shall be deemed to count as Pensionable Service and a complete calendar month shall be regarded as one-twelfth (1/12) of a year except in the case of subsection 11.6 where Pensionable Service is counted in days.

5.2 Maximum Pensionable Service

35 years

(a) The Pensionable Service to the credit of a Contributor which shall be counted in computing a pension to or in respect of the Contributor under this Part II, combined with the Pensionable Service rendered under Part I, if any, shall not exceed thirty-five (35) years.

Returning Employee

(b) If a Contributor reaches a Final Salary Year and again becomes an Employee, the Pensionable Service to the Contributor's credit which shall be counted in computing a pension to or in respect of the Contributor after again becoming an Employee shall not exceed thirty-five (35) years less:

(i) any period of service on and after September 1, 1961, in respect of which a Deferred Pension or Immediate Pension was granted to or in respect of the Contributor under Part I, and

(ii) any period of service in respect of which a Deferred Pension or Immediate Pension was granted to or in respect of the Contributor under Part II,

and the reference to thirty-five (35) years in paragraphs 4.1(j) and 5.2(a) shall be deemed to be a reference to such maximum number of years which may be counted as Pensionable Service.

Leaves of absence

(c) The Pensionable Service to the credit of a Contributor attributable to eligible periods of temporary absence after 1989, as defined in the ITA, shall be limited to an aggregate of five (5) full-time equivalent years plus an additional three (3) full-time equivalent years in respect of periods of parenting after 1989, as defined in the ITA.

5.3 Leaves of Absence

Leaves – Partial months

(a) When a Contributor is granted leave of absence without pay,

(i) if the Contributor, by reason of being granted such leave, receives Salary in respect of any calendar month that is one half or more of the Salary that the Contributor would otherwise have received, such month in its entirety shall be regarded as Pensionable Service to the credit of the Contributor;

(ii) if the Contributor, by reason of being granted such leave, receives Salary in respect of any calendar month that is less than one half of the Salary that the Contributor would otherwise have received, such month in its entirety shall not be regarded as Pensionable Service to the credit of the Contributor.

Each complete calendar month shall count as one-twelfth of a year.

The provisions of this subsection 5.3 shall not apply in respect of a Contributor who occupies an on call position.

Leaves – Public interest

(b) When a Contributor is granted leave of absence without pay for a continuous period not in excess of two (2) years, and such leave is deemed by the President of the Corporation or his delegate to have been granted in the public interest, the period of such leave shall be regarded as Pensionable Service to the credit of the Contributor if the Contributor elects to and does contribute in respect thereto as set out in paragraph 4.1(g).

Long-term disability

(c) A period during which a Disabled Contributor is in receipt of benefits under the long-term disability income plan made available to employees of the Corporation as part of its benefit program shall be deemed to count as Pensionable Service whether contributions are paid or not.

Returning laid-off Employee

5.4 Reinstated Service

When an Employee is laid off, such person shall be deemed to have reached a Final Salary Year and shall be eligible for benefits according to Sections 6 and 8. Notwithstanding anything to the contrary herein, if such person again becomes an Employee, as defined under either Part I or Part II, within one (1) year following the date on which the Employee was laid off, the Employee may elect, within one (1) month of written notification by the Pension Board, to retain credit for the Pensionable Service rendered prior to the date on which the Employee was laid off, in which case the Employee will be required to waive or relinquish entitlements to immediate or deferred benefits or refund any settlement or other payments received after the Employee was laid off, as the case may be, and which were granted under Sections 6 and 8 following the Employee's lay-off.

Partial last month

5.5 Last Month of Service

If a Contributor terminates employment with the Corporation before the last day of a month, such month shall not be included as Pensionable Service.

SECTION 6
RETIREMENT BENEFITS

6.1 General Provisions

Application

(a) A Contributor who ceases to be an Employee by reason of retirement or becoming Disabled shall be entitled to retirement benefits subject to the conditions set out in Section 6.

Deemed Employee

(b) In applying the provisions of Section 6, a Contributor shall be deemed not to have ceased to be an Employee until such Contributor has reached a Final Salary Year.

Normal pension

6.2 Normal Pension

A Contributor who retires on the Contributor's Normal Retirement Date shall receive an Immediate Pension computed according to subsection 6.3.

Pension formula

6.3 Computation of Retirement Pension

Except as otherwise provided in Part II, the amount of annual pension to which a Contributor shall become entitled as of the Contributor's Unreduced Retirement Date is an amount equal to one and one quarter percent (1 ¼ %) of the sum of such Contributor's Adjusted Pensionable Earnings for all calendar years of Pensionable Service.

Maximum pension

6.4 Maximum Retirement Pension

As provided under the ITA, notwithstanding any other provision of Part II, the amount of annual pension to which a Contributor shall be entitled under both Part I and Part II for the Contributor's lifetime, computed according to subsection 6.3 and the equivalent provision under Part I shall not exceed the lesser of:

(a) two percent (2 %) of the Contributor's average best three non-overlapping periods of twelve (12) consecutive months of indexed compensation multiplied by the Contributor's years of Pensionable Service (not in excess of thirty-five (35) years); and

(b) $1,722.22 (or such greater amount as is permitted by the ITA from time to time) multiplied by the Contributor's years of Pensionable Service (not in excess of thirty-five (35) years);

reduced, if the pension commencement date precedes the earlier of the day on which:

(c) the Contributor will attain age sixty (60); or

(d) the Contributor's age plus early retirement eligibility service as defined in the ITA would have equalled eighty (80); or

(e) the Contributor would have completed thirty (30) years of early retirement eligibility service as defined in the ITA;

by one-quarter of one percent (1/4 %) for each month by which the pension commencement date precedes that day.

A Contributor's indexed compensation for a year is the Contributor's compensation for the year multiplied by the Wage Index for the year in which pension benefits commence, divided by the Wage Index for the year in which the compensation was received.

6.5 Early Retirement Pension

Early pension

(a) A Contributor who retires on or after the Contributor's Optional Retirement Date but before the Contributor's Unreduced Retirement Date shall receive an Immediate Pension computed in accordance with paragraph 6.5(b).

Reduction

(b) The amount of Immediate Pension payable to a Contributor under the terms of paragraph 6.5(a) shall be equal to the amount of pension payable on the Contributor's Unreduced Retirement Date computed in accordance with subsection 6.3, and reduced by six twelfths percent (6/12 %) for each of the first thirty-six (36) months by which the date from which the Contributor's pension is actually made payable precedes the Contributor's Unreduced Retirement Date, by a further five twelfths percent (5/12 %) for each of the next thirty-six (36) such months, and by a further four twelfths percent (4/12 %) for each of the next forty-eight (48) such months. However, in no case, shall such reduction in the Contributor's pension result in pension benefits that are less than the Actuarial Equivalent of the pension benefits which would have been payable had the Contributor's pension commenced to be paid on the Contributor's Unreduced Retirement Date.

Early unreduced pension

(c) A Contributor who retires on or after the Contributor's Unreduced Retirement date, but before the Contributor's Normal Retirement Date, shall receive an Immediate Pension computed in accordance with subsections 6.3 and 6.4.

Postponed pension

6.6 Late Retirement Pension

A Contributor who retires after the Contributor's Normal Retirement Date shall receive an Immediate Pension computed in accordance with subsection 6.3, provided that no Contributor shall be deemed to be an Employee during any period on or after the first day of the month of December in the year in which the Contributor attains the age of seventy-one (71) years or any other such age limit

as defined in the ITA, and an Immediate Pension shall commence no later than such day.

6.7 Disability Benefits

Benefits on ceasing to qualify as an Employee by reason of becoming Disabled shall be as follows.

Less than 2 years of service

(a) A Contributor who ceases to be an Employee before the Contributor's Unreduced Retirement Date, having Contributory Service of less than two (2) years shall be entitled to:

(i) a Lump-Sum Amount;

(ii) a Deferred Pension computed in accordance with subsections 6.3 and 6.5 and payable at the Contributor's Unreduced Retirement Date.

Disability pension

(b) If a Contributor has rendered at least two (2) years of Contributory Service, an Immediate Pension shall be paid, computed according to subsection 6.3, and subsection 10.1 shall also apply to such pension.

Maximum pension

(c) The amount of disability benefits shall not exceed the limit prescribed by the ITA.

6.8 End of Disability

Recomputation of pension

(a) When a Contributor in receipt of a pension payable under Part II by reason of becoming Disabled has, in the opinion of the Corporation, ceased to be Disabled, the pension or other benefit to which such Contributor is or may become entitled shall be recomputed without reference to such disability.

Pensionable Service for computation of benefits

(b) If such Contributor again becomes an Employee immediately after ceasing to be Disabled, pension payments will be suspended effective with the monthly instalment payable on the first day of the month coinciding with or next following the day on which such Contributor again becomes an Employee, and the pensionable service of such Contributor prior to his having become Disabled shall be included in the computation of any pension which becomes payable to or in respect of such Contributor when again reaching a Final Salary Year.

6.9 Contributor Returning to Work

Options

Notwithstanding anything in Part II, when a Contributor who is receiving a pension under Part I or Part II is rehired as an Employee under Part II, the Contributor may choose:

Payments continued

(a) to continue receiving pension payments, in which case any period of service with the Corporation during which pension payments are being received shall be deemed not to be Pensionable Service; or

Suspension of pension payments

(b) to have the pension payments suspended as of the first of the month coinciding with or next following the Contributor's date of rehire, in which case, at subsequent retirement, the amount of annual pension to which the Contributor shall become entitled will be equal to the greater of:

(i) the lesser of:

(A) the sum of:

(1) in respect of the Contributor's previous period of Pensionable Service, the Actuarial Equivalent of the annual pension and any other benefits to which the Contributor was entitled in respect of that previous period of Pensionable Service at the date of re-employment, and

(2) in respect of the Contributor's subsequent period of Pensionable Service, the annual pension computed in accordance with the terms of Part II for that period of Pensionable Service, or

(B) the sum of:

(1) in respect of the Contributor's previous period of Pensionable Service, the sum of:

(a) the annual pension payable as of the previous retirement date indexed on each January 1st following such retirement date until the January 1st preceding the second retirement date but not after the year in which the Contributor reached age sixty-five (65); the indexation on each applicable January 1st shall be as prescribed by Part II for the period between the first retirement date to the date of re-employment and at one hundred percent (100 %) of Consumer Price Index for the period between the date of re-employment and the earlier of the second retirement date and the attainment of age sixty-five (65), and

(b) the annual pension recalculated to reflect the new early retirement reduction applicable considering his entire period of Pensionable

Service less the annual pension payable as of the previous retirement date and based on the previous early retirement reduction factor applied as of such date;

if the second retirement date is after the attainment of age sixty-five (65), the pension payable should be adjusted to be the Actuarial Equivalent of the pension calculated under sub-clause 6.9(b)(i)(B)(1) payable from age sixty-five (65), and

(2) in respect of the Contributor's subsequent period of Pensionable Service, the annual pension computed in accordance with the terms of Part II for that period of Pensionable Service, or

(ii) the annual pension computed in accordance with the terms of Part I and Part II, as the case may be, for the Contributor's entire period of Pensionable Service.

Death during suspension

In the event that the Contributor dies during the period when the pension payments are suspended, the Contributor shall be deemed to have retired immediately prior to his death for purposes of determining death benefits.

6.10 Forms of Pension

Lifetime pension

(a) A pension under this Section 6 shall be payable in equal monthly instalments in advance and shall continue, subject to the terms of Part II, during the lifetime of the Contributor. A pension shall cease immediately after the monthly instalment payable on the first day of the month in which the Contributor's death occurs.

Joint and survivor pension

(b) If a Contributor has a Spouse when pension payments begin to be paid to him and no spousal waiver has been filed in a prescribed form to the Pension Board,

(i) unless the surviving Spouse's pension which Part II otherwise provides (herein called the normal Spouse's pension) equals at least sixty percent (60 %) of that payable to the Contributor, the Contributor shall be deemed to have elected the sixty percent (60 %) survivor option whereby, in lieu of the normal Spouse's pension, the surviving Spouse will receive a pension equal to sixty percent (60 %) of the pension which the Contributor would have received if the Contributor had survived, the amount of the Contributor's pension being the Actuarial Equivalent of that payable with the normal Spouse's pension, and

(ii) no option may be elected to provide a pension to the surviving Spouse of less than sixty percent (60 %) of the pension that would

have been payable to the Contributor if the Contributor had survived.

For greater certainty, the normal Spouse's pension described above shall be deemed to be the Basic Survivor Pension described under subparagraph 7.3(a)(i) if the Contributor's Spouse at the time of commencement of pension payments was the Contributor's Spouse when the contributor reached a Final Salary Year.

If the Contributor's Spouse at the time of commencement of pension payments was not the Contributor's Spouse when the Contributor reached a Final Salary Year, the normal Spouse's pension described above shall be deemed to be a pension equal to sixty percent (60 %) of the pension calculated in accordance with subsections 6.3, 6.4 and 6.5 that would have been payable to the Contributor if the Contributor had survived. The amount of the pension payable to the Contributor is reduced to be the Actuarial Equivalent of that payable with such normal Spouse's pension.

Variable benefit

Notwithstanding the foregoing, an option through which the amount of the Contributor's pension only is adjusted so as to vary by reference to the amount of pension payable under the *Old Age Security Act* (Canada) may be elected as long as the pension that would be payable to the surviving Spouse following the Contributor's death is at least sixty percent (60 %) of the pension that would have been payable to such Contributor, except for such adjustment, had the Contributor survived.

Other optional forms

(c) Subject to paragraph 6.10(b) and subsection 10.4, the Pension Board may make available to Contributors other optional forms of pension which are the Actuarial Equivalent of the pension otherwise payable, provided that such optional forms of pension are not contrary to the PBSA and the ITA.

SECTION 7
DEATH BENEFITS

7.1 General Provisions

Application

(a) On the death of a Contributor, death benefits shall be payable to the Spouse, Children, designated beneficiary or estate of the Contributor, as applicable, in accordance with Section 7.

Excluded individuals

(b) Notwithstanding anything in Part II, no pension shall be granted to:

(i) a person who becomes the Spouse of a Contributor if such person becomes the Spouse of such Contributor after such Contributor begins to receive a pension pursuant to Part II, or

(ii) any Child of a Contributor if such Child is born to or adopted by such Contributor, or becomes the stepchild of such Contributor after such Contributor reaches a Final Salary Year unless, where such Contributor ceased to be an Employee because of death, the Child is a posthumous Child.

Presumed death

(c) Where a Contributor, a Spouse or a Child disappeared under circumstances that, in the opinion of the Pension Board, raise beyond a reasonable doubt a presumption that such Contributor or such other person is dead, the Pension Board may, subject to applicable laws, issue a certificate declaring that the Contributor or such other person is presumed to be dead and stating the date upon which death is presumed to have occurred, and thereupon the Contributor or such other person shall be deemed for all purposes of Part II to have died on the date so stated in the certificate.

7.2 No Surviving Spouse

Payment to beneficiary or estate

If a Contributor who was not in receipt of a pension benefit under Part II dies without leaving a Spouse, the Contributor's Pension Benefit Credit, calculated by taking into account any Excess Employee Contributions, shall be paid to the Contributor's designated beneficiary or, if there is none, to such Contributor's estate.

7.3 Employee at Time of Death

Pre-retirement death benefit

The following benefits shall be payable upon the death of a Contributor who was an Employee at the time of death and who is survived by a Spouse.

(a) The Contributor's Spouse and Children, if any, shall be entitled to Immediate Pensions as follows:

"Basic Survivor Pension"

(i) In respect of the Spouse: sixty percent (60 %) of the pension computed in respect of the Contributor according to subsection 6.3 (hereinafter referred to as the **"Basic Survivor Pension"**);

Children's pension

(ii) In respect of each of the Contributor's Children, to a maximum of four Children: one fifth (1/5) of the Basic Survivor Pension.

If such Contributor is survived by more than four (4) Children, four fifths (4/5) of the Basic Survivor Pension shall be divided equally among all the Children.

If a pension is no longer payable to the Spouse or a Child, the pensions in payment under this subparagraph 7.3(a)(ii) will be increased in equal shares up to a maximum pension per Child of one fifth (1/5) of the Basic Survivor Pension. In no case shall the total pension paid to all Children exceed four fifths (4/5) of the Basic Survivor Pension.

Additional survivor pension

(b) In addition to the pension described in subparagraph 7.3(a)(i), the Spouse shall receive an Actuarial Equivalent pension, the value of which is equal to the amount, if any, by which the Contributor's Pension Benefit Credit at the time of death, including any Excess Employee Contributions, exceeds the Spouse's Pension Benefit Credit (such Spouse's Pension Benefit Credit being based on the Basic Survivor Pension adjusted, if applicable, as provided in subsection 10.2).

Death of deferred and retired Contributors

7.4 No Longer an Employee at Time of Death

Except as may be provided by an optional form of pension elected under paragraph 6.10(c) or deemed to have been elected under paragraph 6.10(b), following the death of a Contributor who:

(a) was no longer an Employee at the time of death;

(b) was either in receipt of a pension under Part II, or was eligible to receive either a Deferred Pension or Immediate Pension under Part II; and

(c) is survived by a Spouse (determined at the time of the Contributor's death or of commencement of pension payments if earlier),

Immediate Pensions shall be paid as set forth in paragraphs 7.3(a) and 7.3(b) if such Contributor died before receiving a pension or as set forth in paragraph 7.3(a) if such Contributor died while in receipt of a pension.

Notwithstanding the foregoing, and except as may be provided by an optional form of pension elected under paragraph 6.10(c) or deemed to be elected under paragraph 6.10(b), no pension shall be paid to the Contributor's Spouse at the time of death if that person was not the Contributor's Spouse when the Contributor reached a Final Salary Year.

Residual payment

7.5 Residual Payment

When all pension payments or other benefits to or in respect of such Contributor cease, a residual payment shall be made to the Contributor's estate or last recipient of such payments, as the Pension Board may decide, equal to the amount, if any, by which the Contributor's Accumulated Employee Contributions, calculated at the earlier of the date of death or the date on which the Contributor's pension commenced to be paid, exceeds the sum of any pension payments and other benefits to the Contributor and to or in respect of the Contributor's Spouse and Children and the Excess Employee Contributions.

7.6 Maximum Benefit

Notwithstanding any other provisions of Part I or Part II, the total benefits provided by subsections 7.3 and 7.4 of Part I and Part II shall be limited as follows:

Maximum pre-retirement death benefit

(a) in respect of Pensionable Service on or after January 1, 1992, where a Contributor dies before commencing to receive a pension, the aggregate of the pensions payable under subsection 7.3 and 7.4 of Part I and Part II to all survivors of the Contributor, shall not exceed the greater of:

(i) the aggregate pension which the Contributor has accrued at the date of the Contributor's death under paragraph 6.3(a) of Part I and subsection 6.3 of Part II; or

(ii) the lesser of:

(A) if the Contributor was accumulating pension benefits under Part I immediately before death, the pension which the Contributor would have accrued under paragraph 6.3(a) if the Contributory Service were equal to the Pensionable Service the Contributor would have had, had the Contributor reached a Final Salary Year on the Contributor's Normal Retirement Date, plus any pension which the Contributor has accrued at the date of the Contributor's death under subsection 6.3 of Part II or,

if the Contributor was accumulating pension benefits under Part II immediately before death, the pension that could reasonably be expected to have accrued to the Contributor to the day on which the Contributor would have attained his Normal Retirement Date, if the Contributor had survived to that date and continued in employment and if the Contributor rate of remuneration had not increased, plus any pension which the Contributor has accrued at the date of the Contributor's death under paragraph 6.3(a) of Part I; and

(B) one and one-half (1 1/2) time the YMPE for the year in which the Contributor dies, or

(iii) the aggregate of the pensions that would have been payable to the Contributor under Part I and Part II, had the Contributor retired and not died;

(b) in respect of Pensionable Service on or after January 1, 1992, where a Contributor dies before commencing to receive a pension, the aggregate of the pensions payable under subsection 7.3 and 7.4 of Part I and Part II to the Contributor's Spouse shall not exceed two-thirds (2/3) of the amount calculated under paragraph 7.6(a);

(c) where a Spouse's benefit is limited as a result of paragraph 7.6(b), it may be increased to the extent that any other provision of the ITA so permits;

(d) where the Pension Benefit Credit of the benefit to a Contributor's Spouse, after the application of paragraph 7.6(b) or (c), is less than the Pension Benefit Credit, calculated by taking into account any Excess Employee Contributions, of the Contributor's benefit prior to the Contributor's death, the Spouse's benefit will be increased in a manner determined by the Pension Board to an amount not exceeding the amount that would have been payable had paragraph 7.6(b) or (c) not applied, such that the Pension Benefit Credit of the Spouse's benefit so determined does not exceed the Pension Benefit Credit of the Contributor prior to the Contributor's death; if the Spouse's benefit is increased to such effect and the Contributor was survived by at least one Child, no pension shall be paid to the Contributor's Child;

Maximum post-retirement death benefit

(e) in respect of Pensionable Service on or after January 1, 1992, where a Contributor dies after commencing to receive a pension, the pension payable under subsection 7.4:

(i) to a Contributor's Spouse shall not exceed two-thirds (2/3) of the pension that would have been payable from time to time to the Contributor had the Contributor not died, in respect of such service;

(ii) to all survivors of the Contributor shall not exceed the amount of pension that would have been payable from time to time to the Contributor, had the Contributor not died, in respect of such service;

Adjustment

(f) where pensions for survivors are limited as a result of the application of paragraph 7.6(a) or subparagraph 7.6(e)(ii), the pensions payable in respect of Children shall be divided equally among all the Children.

7.7 Form of Pension

Monthly pension

(a) A pension under this Section 7 shall be payable in equal monthly instalments in advance and shall continue, subject to the terms of Part II, until one of the situations described in paragraph 7.7(b) or 7.7(c) below occurs.

End of survivor pension

(b) A pension payable to or in respect of a Contributor's Spouse shall cease immediately after the monthly instalment payable on the first day of the month in which the death of the Contributor's Spouse occurs.

End of Child's pension

(c) A pension payable to or in respect of a Child shall cease immediately after the monthly instalment payable on the first day of the month in which the death of the Child occurs. Notwithstanding the foregoing, a pension payable to or in respect of a Child shall cease immediately after the monthly instalment payable on the first day of the month in which the Child ceases to qualify as a Child.

SECTION 8
TERMINATION OF EMPLOYMENT BENEFITS

8.1 General Provisions

Application

(a) A Contributor who ceases to be an Employee for a reason other than death, retirement or becoming Disabled shall be entitled to termination benefits subject to the conditions set out in Section 8.

Deemed Employee

(b) In applying the provisions of Section 8, a Contributor shall be deemed not to have ceased to be an Employee until such Contributor has reached a Final Salary Year.

8.2 Entitlements Upon Termination of Employment

Less than 2 years of service

(a) A Contributor who ceases to be an Employee before the Contributor's Unreduced Retirement Date, having Contributory Service of less than two (2) years shall be entitled to:

(i) a Lump-Sum Amount;

(ii) a Deferred Pension computed in accordance with paragraph 8.2(c) and payable at the Contributor's Unreduced Retirement Date.

At least 2 years of service

(b) A Contributor who ceases to be an Employee before the Contributor's Unreduced Retirement Date, having Contributory Service of at least two (2) years, shall be entitled to a Deferred Pension computed in accordance with paragraph 8.2(c) and payable at the Contributor's Unreduced Retirement Date.

Amount of pension

(c) The amount of Deferred Pension payable under the terms of paragraphs 8.2(a) and 8.2(b) shall equal the amount computed at the Contributor's termination date in accordance with subsection 6.3.

Early pension

(d) A Contributor entitled to a Deferred Pension pursuant to paragraphs 8.2(a) and 8.2(b) may elect to have the Deferred Pension commence at any time on or after the Contributor's Optional Retirement Date but before Contributor's Unreduced Retirement Date. The amount of Deferred Pension shall then be computed in accordance with subsection 6.3, and reduced in accordance with paragraph 6.5(b).

Form of pension

(e) The Contributor's Deferred Pension shall be payable in accordance with subsection 6.10.

New election for deferred Contributors

8.3 Election for Certain Contributors

Where a Contributor who is no longer an Employee exercised the option of a Deferred Pension, such Contributor may at any time before the Deferred Pension becomes payable, and before the Contributor's Unreduced Retirement Date:

(a) if such Contributor has become Disabled, elect to receive immediately an Actuarial Equivalent pension in lieu of a Deferred Pension, or

(b) revoke said exercise of option and elect to receive a pension which becomes payable on the first day of any month from such Contributor's Optional Retirement Date but not earlier than the date of such revocation of option and not later than the Contributor's Unreduced Retirement Date, or

(c) revoke the said exercise of option and elect to receive a Lump-Sum Amount, as may be permitted by the provisions of subsection 8.2.

SECTION 9
PORTABILITY OF PENSION BENEFIT CREDITS

9.1 Optional Transfer

Portability

(a) Where a Contributor reaches a Final Salary Year before reaching the Contributor's Optional Retirement Date but while eligible for a Deferred Pension, the Contributor, or the Contributor's surviving Spouse, as the case may be, is entitled to:

(i) transfer the Contributor's Pension Benefit Credit (or the surviving Spouse's Pension Benefit Credit, whichever is applicable) to another pension plan, if that other plan permits,

(ii) transfer the Contributor's Pension Benefit Credit (or the surviving Spouse's Pension Benefit Credit, whichever is applicable) to a registered retirement savings plan of an authorized kind for the Contributor or surviving Spouse, as the case may be, or

(iii) use the Contributor's Pension Benefit Credit (or the surviving Spouse's Pension Benefit Credit, whichever is applicable) to purchase an immediate or deferred life annuity of an authorized kind for the Contributor or surviving Spouse, as the case may be.

Notice

(b) The Contributor or surviving Spouse must notify the Pension Board of such desire, in authorized form and within ninety (90) days after the termination of employment or death of the Contributor, or within sixty (60) days after the Contributor or surviving Spouse has been given the statement to which reference is made in paragraph 11.5(e).

Restrictions

9.2 Restrictions on Transfers

Any transfer of monies out of Part II shall be subject to:

(a) the provisions of the PBSA;

(b) the provisions of the ITA; and

(c) the provisions of this Part II.

Portability for deferred Contributors

9.3 Optional Transfer Prior to Optional Retirement Date

Any Contributor who was granted a Deferred Pension, may elect, at any time before the Contributor's Optional Retirement Date, to have the value of such Deferred Pension and other benefits to which such Contributor is entitled applied in accordance with subsection 9.1.

Release and discharge

9.4 Release and Discharge

Any transfer of monies out of Part II shall release and discharge the Corporation, the Pension Board and the CBC Pension Plan from all liability in respect of the Pensionable Service in respect of which such transfer was made.

SECTION 10
ADDITIONAL BENEFIT PROVISIONS

10.1 Additional Benefits

The following benefits shall be added, or shall be applicable, as the case may be, to the benefits provided by Sections 6, 7 and 8.

Computation of Excess Employee Contributions

(a) A computation will be made as at the day on which a Contributor reached a Final Salary Year to determine the amount, if any, of Excess Employee Contributions.

Options

(b) Any amount determined pursuant to paragraph 10.1(a) shall:

(i) be transferred in accordance with the option elected by the Contributor or the Contributor's Spouse pursuant to Section 9; and

(ii) in all other cases, be used to increase the Deferred Pension or Immediate Pension to which the Contributor or the Contributor's Spouse is entitled under Part II by a pension amount payable under the same terms and conditions, and the value of which is the Actuarial Equivalent of the Excess Employee Contributions.

10.2 Age of a Contributor Exceeds the Age of Contributor's Spouse by More Than Twenty Years

Reduction

(a) If the age of a Contributor exceeds the age of such Contributor's Spouse by more than twenty (20) years, the pension of such Contributor and/or Spouse are subject to reduction as described in this subsection 10.2.

"Assumed Age"

In the computation of such reduction, "Assumed Age" of a Spouse shall be the age which is twenty (20) years less than the age of the Contributor.

Children's pensions

The pensions payable to Children under the provisions of paragraph 7.3(a) shall be the pensions computed in respect of them before any adjustment is made in Spouses' pensions as a result of subsection 10.2.

"Value"

The term "value" used hereunder, means the actuarial value at a particular time, as per the Spouse age indicated, based on actuarial bases approved by the Corporation, on the recommendation of the Actuary, in effect on the date on which the benefits related thereto commence to be payable, of that Contributor's benefits or Spouse's benefits, as the case may be, accrued under Part II.

(b) The Spouse's pension provided by subsection 7.3 shall be adjusted as follows:

Basic Survivor Pension

(i) The value of the Spouse's pension computed according to subparagraph 7.3(a)(i), based on the Spouse's Assumed Age, shall be computed.

(ii) A reduced pension to the Spouse, having a value equal to the value computed according to paragraph (i) above, shall be computed, using the Spouse's actual age. Such reduced pension shall be the pension paid to the Spouse under subparagraph 7.3(a)(i).

Additional survivor pension

(iii) The pension paid according to paragraph 7.3(b) shall be based on the Spouse's actual age.

Deferred Contributor

(c) The Spouse's pension provided by subsection 7.4, in the event of the death of a Contributor not in receipt of a pension but eligible for a Deferred Pension or Immediate Pension, shall be adjusted in the same manner as provided by paragraph 10.2(b).

Post-retirement death benefit

(d) If at the time a Contributor's pension commences a spousal waiver in a prescribed form has been submitted to the Pension Board, the Contributor's pension shall not be adjusted but the Spouse's pension shall be adjusted as follows with the necessary computations being made as at the time the Contributor's pension commences:

(i) the value of the Spouse's pension according to paragraph 7.3(a), based on the Spouse's Assumed Age, shall be computed; and

(ii) a reduced pension to the Spouse, having a value equal to the value computed according to paragraph (i) above, shall be computed using the Spouse's actual age.

Computations upon retirement

(e) If at the time a Contributor's pension commences a spousal waiver in a prescribed form has not been submitted to the Pension Board, the following computations shall be made as of the date on which the Contributor's pension commences:

(i) A computation shall be made of the value of the Contributor's pension, exclusive of the Spouse's pension;

(ii) A computation shall be made of the value of the Spouse's pension using the Spouse's actual age;

(iii) A computation shall be made of the value of the Spouse's pension using the Spouse's Assumed Age;

(iv) A computation shall be made of the value of the of a Spouse's pension of sixty percent (60 %) of the Contributor's pension using the Spouse's actual age;

(v) If the value derived from paragraph (iv) is higher than the value derived from paragraph (iii), the Contributor's pension shall be adjusted so that the aggregate value derived from paragraph (i) after adjustment and paragraph (iv) after adjustment shall be equal to the aggregate value derived from paragraph (i) before adjustment and paragraph (iii) before adjustment. In such eventuality the Spouse's pension shall be equal to sixty percent (60 %) of the Contributor's pension after adjustment.

(vi) If the value derived from paragraph (iii) is higher than the value derived from paragraph (iv), no adjustment shall be made to the Contributor's pension, but the Spouse's pension, if such Spouse is predeceased by the Contributor, shall be adjusted so that the value derived from paragraph (ii) after adjustment shall be equal to the value derived from paragraph (iii) before adjustment.

Commutation

10.3 Small Pensions

Should the aggregate value of the total pension benefits payable pursuant to Part I, Part II and Part III to a Contributor or the Contributor's Spouse or any Child of the Contributor be less than the percentage prescribed under the PBSA at the time when the Contributor reaches a Final Salary Year, the Pension Board may, in lieu thereof, pay that aggregate value to a Contributor or the Contributor's Spouse or any Child of the Contributor, as the case may be, in a Lump Sum.

10.4 Divorce, Annulment, Separation or Breakdown of Common-Law Partnership

(a) In this subsection 10.4, the following definitions apply:

"Provincial Property Law"

(i) "**Provincial Property Law**" means the law of a province relating to the distribution, pursuant to a court order or agreement between the spouses, of the property of the spouses on divorce, annulment, separation or breakdown of their common-law partnership, as appropriate;

"Spouse"

(ii) "**Spouse**" has

(A) in relation to the "Provincial Property Law", the same meaning that it has in the applicable Provincial Property Law, regardless of whether the Provincial Property Law uses the word "spouse" or uses another expression;

(B) in relation to a court order, the same meaning that it has in the applicable Provincial Property Law, regardless of whether the Provincial Property Law uses the word "spouse" or uses another expression;

(C) in relation to an assignment or agreement referred to in this subsection 10.4, the same meaning as in the definition of Spouse in paragraph 2.1(jj).

Application of provincial law

(b) Subject to this subsection 10.4, pension benefits, Pension Benefit Credits and any other benefit under Part II shall, on divorce, annulment, separation or breakdown of common-law partnership, be subject to the applicable Provincial Property Law.

Non-application of PBSA

(c) A pension benefit, Pension Benefit Credit or other benefit under Part II that is subject to Provincial Property Law is not subject to the provisions of the PBSA relating to the valuation or distribution of pension benefits, pension benefit credits or other benefits under Part II as the case may be.

Assignment permitted

(d) A Contributor may assign all or part of such Contributor's pension benefit, Pension Benefit Credit or other benefit under Part II to such Contributor's Spouse, effective as of divorce, annulment, separation or breakdown of common-law partnership, as applicable. In the event of such an assignment the Spouse shall, in respect of the assigned portion of such pension benefit, Pension Benefit Credit or other benefit, be deemed for the purposes of Part II

(i) to have been a Contributor under the terms of Part II;

(ii) to have reached a Final Salary Year under the terms of Part II as of the effective date of the assignment.

However, a subsequent spouse of that Spouse is not entitled to any pension benefit, Pension Benefit Credit or other benefit under Part II in respect of that assigned portion.

Administration and distribution

(e) On divorce, annulment, separation or breakdown of a common-law partnership, if a court order or an agreement between the Contributor and the Contributor's Spouse provides for the distribution of property between them, the Pension Board shall determine and administer any pension benefit, Pension Benefit Credit or other benefit of a Contributor under Part II in the prescribed manner and in accordance with the court order or agreement on receipt of:

(i) a written request from the Contributor or the Contributor's Spouse that all or part of the pension benefit, Pension Benefit Credit or other benefit, as the case may be, be distributed or administered in accordance with the court order or the agreement, and

(ii) an original or certified copy of the court order or agreement.

However, in the case of a court order, the Pension Board shall not administer the pension benefit, Pension Benefit Credit or other benefit in

accordance with the court order until all appeals therefrom have been finally determined or the time for appealing has expired.

Notice

(f) On receipt of a request referred to in subparagraph 10.4(e)(i), the Pension Board shall notify the non-requesting Spouse of the request and shall provide that Spouse with a copy of the court order or agreement submitted in support of the request, but this requirement does not apply in respect of a request or an agreement received by the Pension Board in a form or manner that indicates that it was jointly submitted by the two spouses.

Adjustment

(g) Where, pursuant to this subsection 10.4, all or part of a pension benefit of a Contributor is required to be distributed to that Contributor's Spouse under a court order or an agreement between the spouses, the Contributor's pension, including the pension to the surviving Spouse, may be adjusted so that it becomes payable as two separate pensions, one to the Contributor and the other to the Contributor's Spouse, if the lump-sum amount which is the Actuarial Equivalent of the two pensions and other benefits is not less than the lump-sum amount which is the Actuarial Equivalent of such Contributor's pension including any other benefits in respect of the Contributor.

Maximum pensions

(h) The aggregate of the following amounts shall not be greater than the lump-sum amount which is the Actuarial Equivalent of the pension benefit or other benefit, as the case may be, that would have been payable to the Contributor had the divorce, annulment, separation or breakdown not occurred:

(i) the lump-sum amount which is the Actuarial Equivalent of the pension benefit or other benefit paid to the Contributor, and

(ii) the lump-sum amount which is the Actuarial Equivalent of the pension benefit or other benefit paid to such Contributor's Spouse

SECTION 11
ADMINISTRATION OF PENSION PLAN

Administrator

Administrator

The Corporation, acting through the Pension Board, is the administrator of the CBC Pension Plan Part II.

Regulations

11.1 Regulations

The Corporation may from time to time make regulations in respect of those matters indicated in Part II and which are not inconsistent with the provisions of Part II, and may from time to time amend, repeal or add to such regulations. Without limiting the generality of the foregoing, the Corporation may make regulations with respect to the rate of interest to be used in the calculation of Accumulated Employee Contributions, the indices to be used in adjusting pension credits both before and after termination of employment, the forms to be used in the administration of Part II, and generally with respect to those administrative matters reasonably necessary for carrying out the purposes and provisions of Part II. All regulations shall have the same force and effect as if set out herein.

Interpretation

11.2 Questions Arising in the Administration and Interpretation of Part II

Subject to the powers of the Corporation as expressed herein, all questions arising in the administration and interpretation of Part II shall be decided by the Pension Board.

Investments

11.3 Investments

The Pension Fund shall be invested in assets in which the funds of a registered pension plan may be invested under the ITA and the PBSA.

Summary of Plan and amendments

11.4 Information to Contributors and Spouses

(a) Each Contributor and each Employee who is eligible to become a Contributor, and that person's Spouse, shall be given:

(i) a written explanation of the provisions of Part II and any applicable amendments thereto, within six (6) months after the establishment of Part II or after the making of an amendment, as the case may be;

(ii) any other information required by the PBSA.

Annual statement

(b) Contributors and their Spouses will be given, within six (6) months after the end of each year of operation of Part II, a written statement showing

(i) the pension benefits to which the Contributor is entitled under Part II at the end of that year;

(ii) the value of Accumulated Employee Contributions made under Part II by the Contributor since contributions began to be made;

(iii) the ratio of the assets of Part II to the liabilities of Part II on a going-concern basis as reported in the latest actuarial report respecting Part II filed with the Superintendent;

(iv) any other information required by the PBSA.

Statement for deferred/retired Contributors

(c) Contributors who are either in receipt of a pension benefit under Part II or are entitled to a Deferred Pension shall be given a written statement showing the prescribed ratio and any other prescribed information.

Examination of documents

(d) Each Contributor, every other person entitled to benefits or refunds under Part II and their Spouses may, once in each year of operation of Part II, either personally or by an agent authorized in writing for that purpose:

(i) examine a copy of:

(A) Part II, and regulations made thereunder;

(B) any amendment to Part II or any document that creates or supports Part II or the Pension Fund established pursuant to Part II;

(C) any other documents which the Pension Board is required to file with the Superintendent pursuant to the PBSA or which may be examined pursuant to the PBSA;

(ii) order a photocopy of any such documents.

Any examination of documents shall be made in the office of the Pension Board in the City of Ottawa, Ontario, during normal office hours and upon not less than five (5) business days notice in writing.

The Pension Board may require the payment of such reasonable fee as it may fix for the order of a photocopy of any document.

Statement upon Final Salary Year

(e) If a Contributor reaches a Final Salary Year for any reason other than the termination of the whole or part of Part II, the Pension Board shall give to that Contributor and to the Contributor's Spouse a written statement, in the prescribed form, of the Contributor's pension benefits and other benefits payable under Part II within thirty (30) days after the date on which the Contributor reaches a Final Salary Year.

Statement upon death

(f) If a Contributor dies, the Pension Board shall give the written statement referred to in paragraph 11.5(e) in the prescribed form within thirty (30) days after the date of death to the Contributor's Spouse, if there is one, to the designated beneficiary, if the Pension Board has been notified of the

designation and there is no Spouse, or, in every other case, to the executor of the Contributor's estate.

Statement upon Plan termination

(g) If the whole of Part II is terminated, the Pension Board shall give Contributors and their Spouse a written statement, in the prescribed form, informing them of

(i) the termination of the plan within thirty (30) days or any longer period permitted by the Superintendent; and

(ii) the Contributor's pension benefits and other benefits payable under Part II within one hundred twenty (120) days after the termination or any longer period that the Superintendent may allow.

11.5 Reciprocal Transfer Agreements

"Employer"

(a) In this subsection 11.6, "**Employer**" means an employer for the benefit of whose employees there is a superannuation or pension fund or plan and includes the administrator of any such superannuation or pension fund or plan established for those employees.

Reciprocal transfer agreements

(b) The Corporation may from time to time enter into a reciprocal transfer agreement with any Employer whereby:

(i) the Employer will pay to the Pension Board an amount determined in accordance with the reciprocal transfer agreement in respect of any employee of that Employer who becomes or has become an Employee of the Corporation and who contributes under Part I or Part II; or

(ii) the Pension Board will pay to that Employer for the purpose of any superannuation or pension fund or plan established for the benefit of employees of that Employer an amount determined in accordance with the terms of such agreement in respect of any Contributor who ceases to be an Employee of the Corporation to become an employee of that Employer.

Such reciprocal transfer agreement may provide for such payment to be made in respect of such transfers of employment effected prior to the effective date of such agreement.

Consent

(c) An Employee under Part I or Part II may take advantage of such reciprocal transfer agreement only where such Employee has provided the Pension Board with consent in writing in a form acceptable to the Pension Board.

No right under former plan

(d) Where a payment has been accepted under a reciprocal transfer agreement entered into between the Corporation and an Employer in respect of any former employee of that Employer, the previous rights of the employee in respect of such monies paid shall be extinguished and the employee shall

then have the sole right in relation thereto to be treated as a Contributor to Part II to the extent provided for in the reciprocal transfer agreement.

Discharge

(e) When a payment is made by the Pension Board on behalf of a Contributor pursuant to a reciprocal transfer agreement, that Contributor ceases to be entitled to any benefit under Part II in respect of the period of Pensionable Service to which that payment relates.

Pensionable Service

(f) Where a payment has been received by the Pension Board, Pensionable Service is credited under Part I with respect to an Employee who contributes under Part I or Part II.

Payments

(g) Where a reciprocal transfer agreement is in force, and where the application of such agreement requires that a payment be made or received, the Pension Board will accept a payment into or will cause a payment to be made out of the Pension Fund. All payments received shall be administered by the Pension Board as part of the said Pension Fund.

Withholding

11.6 Set-off

The Pension Board shall be entitled to withhold or direct to be withheld from any benefit payable to a person under this Part II any amounts which have been improperly paid pursuant to this Part II by reason of any act of the Contributor in respect of whom such benefits are payable, or any act of any other person to whom benefits are payable in respect of the Contributor.

SECTION 12
MODIFICATION AND TERMINATION OF PART II

Power to amend and terminate Plan

12.1 Modification and Termination

The Corporation reserves the right to amend or to terminate Part II at any time. No such amendment or termination shall affect adversely the benefits accrued to any Contributor or any Contributor's Spouse or Child up to the date of such amendment or termination. In the case of termination of Part II, all benefits accrued shall be treated as vested without regard to conditions as to age and Contributory Service.

Full funding

12.2 Funding Upon Termination

Upon termination of Part II, the Corporation will pay into the Pension Fund, in accordance with the PBSA, all amounts that would otherwise be required to meet the prescribed tests and standards for the solvency of Part II.

Surplus

12.3 Surplus Upon Termination

Upon termination of Part II, any assets remaining in the Pension Fund after the discharge of all liabilities under Part II shall be paid in accordance with applicable law.

SECTION 13
GENERAL PROVISIONS

13.1 Alienation of Benefits Prohibited

Alienation

(a) Unless otherwise provided in this Part II, no benefit provided under the terms of Part II is capable of being assigned, alienated, charged, anticipated or given as security or confers on a Contributor, that person's personal representative or dependent or other person any right or interest therein that is capable of being assigned, alienated, charged, anticipated or given as security.

Commutation

(b) Unless otherwise provided in this Part II, no pension benefit is capable of being surrendered or commuted during the lifetime of the recipient.

Evidence

13.2 Proof of Age, Marriage and Entitlement to Benefits

Before becoming entitled to any benefits under Part II, the Contributor or other recipient thereof shall furnish the Corporation or the Pension Board with such information and evidence thereof, including but not limited to proof of age, as they shall require.

13.3 Payment of Benefit in the Event of Legal Incapacity

Payment in respect of Child

(a) Where the Child of a Contributor is entitled to a payment pursuant to Part II, payment shall be made to:

(i) the guardian or tutor of the Child up to the time at which such Child has reached the age of majority;

(ii) to such Child effective with the instalment of pension payable on the day coinciding with or next following the day on which such Child reaches the age of majority.

However, the Pension Board may decide that the pension to which such Child is entitled shall be paid either to such Child or the guardian or tutor of such Child if, in the opinion of the Pension Board, the surrounding circumstances so justify.

Payment in case of incapacity

(b) Where, for any reason, a person entitled to a benefit under Part II is, in the opinion of the Pension Board, unable to manage his or her own affairs and there is no person entitled by law to act for such person, the Pension Board may pay or direct to be paid to such other person as it deems appropriate any amount that is payable to such person entitled to such benefit under Part II.

Presumption

(c) Any payment made pursuant to this section shall be deemed to be a payment to the person in respect of whom such payment is made.

Currency

13.4 Currency

All pensions and other benefits under Part II shall be payable in Canadian currency.

Guarantee

13.5 Guarantee of the Corporation

The Corporation guarantees the payment of the pensions and other benefits payable under the terms of this Part II.

SECTION 14
INDEXATION OF PENSION BENEFITS

14.1 Increase to Pensions

(a) In this subsection 14.1

"Consumer Price Index" "**Consumer Price Index**" shall mean the Consumer Price Index of Canada as published by Statistics Canada under the authority of the *Statistics Act*, R.S.C. 1985, Chapter S-19, as amended.

"Index Factor" "**Index Factor**" for any calendar year shall mean the ratio of:

(i) the average of the Consumer Price Index for the period of twelve (12) months ending with the month of September of the year preceding such year to

(ii) the average of the Consumer Price Index for the period of twelve (12) months preceding the period described in paragraph (i) above.

The Index Factor shall be calculated to the nearest fourth decimal but may not in any event exceed 1.0270 for any year. Index Factor shall be no less than 1.0000.

Increase (b) Beginning with the month of January following the Final Salary Year of a Contributor, and effective with the month of January in each year thereafter, the Immediate or Deferred Pension payable to such Contributor or to the Spouse and/or Child of such Contributor, as the case may be, shall be subject to increase as provided herein. The increased amount payable for any year shall be determined by multiplying the pension that would otherwise be payable for the month of January in that year by the Index Factor for that year.

SCHEDULE 1
REGULATIONS UNDER PART II

REGULATION 1
RATE OF INTEREST TO BE USED IN COMPUTING THE AMOUNT OF ACCUMULATED EMPLOYEE CONTRIBUTIONS

Computation of Accumulated Employee Contributions

The rate of interest to be used in computing the amount of Accumulated Employee Contributions is to be at such rate as will be declared by the Corporation from time to time, to be applied on the assumption that all contributions made in a fiscal year were made in one lump sum at the end of such year, except that all contributions made in the last fiscal year in which a Contributor was an Employee shall be deemed to have been made on the day on which such Contributor ceases to qualify as an Employee. For purposes of this regulation, "fiscal year" shall be the period of twelve (12) months ending on December 31st each year.

Effective January 1, 1987, the following rules shall apply in computing the Accumulated Employee Contributions.

Pre-1987 contributions

(c) The rate of interest accruing from January 1, 1987 on contributions made from that date shall be based on the rate prescribed in the directive of the Superintendent.

CANSIM B14045

(d) Based on the directive of June 30, 1987, which prescribes the use of CANSIM series B14045, the annual rate for any full calendar year shall be determined as the arithmetic average of the values of said series, as published by the Bank of Canada, for the twelve (12) months commencing with November of the year preceding the said calendar year, and the annual rate for any partial calendar year shall be equal to the annual rate used for the preceding full calendar year.

Post-1986 contributions

(e) Interest on contributions shall accrue from the end of the calendar month of contribution on the assumption that contributions made in a calendar year are equally divided among the months of that calendar year, but excluding any month following the month in which the Employee terminates, dies or retires, and excluding any month preceding the month in which the Employee becomes a Contributor.

Incomplete year

(f) Interest for a fraction of a calendar year shall be calculated on the basis of simple interest.

Accrual start date

(g) Interest shall accrue to the date of termination, death, retirement or the last day of the month preceding the month of payment of a Lump-Sum Amount or of a transfer of a Pension Benefit Credit, whichever may apply.

Annual credit

(h) Interest shall be credited at least once every plan year.

REGULATION 2
IDENTIFICATION OF WAGE INDEX

In this Regulation

"Industrial Composite"

"Industrial Composite" means the average of weekly earnings at the industrial aggregate level in Canada as calculated by Statistics Canada and published monthly in the Bank of Canada Review under CANSIM Series L1241 or comparable successor publication.

"Average of Industrial Composite"

"Average of Industrial Composite" means, for any calendar year, the arithmetic average of the Industrial Composite for the period of twelve (12) months ending with the month of June of the preceding calendar year.

"Wage Index"

"Wage Index" means, for any calendar year, the result obtained by multiplying a) by b), where

is the Wage Index for the preceding calendar year, and

is the ratio of the Average of Industrial Composite for the calendar year to the Average of Industrial Composite for the year preceding said calendar year.

Notwithstanding the foregoing, the Wage Index for 1983 shall be equal to 1.00000 and the Wage Index for any subsequent calendar year shall be rounded to the nearest fifth decimal point.

SCHEDULE "C"
Amended November 17, 2010

TRUST DEED

THIS TRUST DEED made as of the 3rd day of August A.D.1961 (as amended
the 5th day of October 1961)
and the 19th day of February, 1963)
and the 17th day of December, 1963)
and the 10th day of September, 1969)
and the 7th day of December, 1971)
and the 17th day of February, 1972)
and the 25th day of November, 1975)
and the 7th day of December, 1976)
and the 29th day of January, 1980)
and the 9th day of February, 1982)
and the 25th - 26th day of June, 1987)
and the 15th day of September, 1992)
and the 12th day of June, 1995)
and the 25th day of March, 1997
and the 12th day of March 2003
and the 20th day of June 2007
and the 20th day of April 2009
and the 17th day of November 2010

BETWEEN

THE CANADIAN BROADCASTING CORPORATION
(Hereinafter referred to as the **"Corporation"**)

OF THE FIRST PART:

AND

Timothy Casgrain
Suzanne Morris
Robert Fisher
Paul Gaffney
Claude Godin
Katya Laviolette
Brian Mitchell

As "**TRUSTEES**"(hereinafter for consistency in French and logic referred to as the **"CBC Pension Board of Trustees**" or as "the **Trustees**")
OF THE SECOND PART:

WHEREAS it is deemed desirable and advisable to execute this Trust Deed for the purpose of implementing the Canadian Broadcasting Corporation Pension Plan, and setting forth the manner in which and the terms under which the Pension Plan is to be administered;

NOW THEREFORE THIS TRUST DEED WITNESSETH that the parties hereto have agreed and do hereby covenant, agree and declare as follows:

1. PENSION PLAN ESTABLISHED BY THE CORPORATION

The Corporation being party hereto of the First Part, has established the Canadian Broadcasting Corporation Pension Plan effective September 1, 1961 (appended hereto as Schedule "B" and hereinafter called "the Plan") by virtue of Section 26(2) of the Broadcasting Act, S.C. 1958, C. 22, to be administered in accordance with the trusts of this Deed, which shall extend to and include all duties, obligations and requirements imposed upon the Trustees by this Deed and by the Plan, and by such amendments or modifications to the Plan as may be made from time to time.

2. TRUSTEES DEFINED

The above named parties of the Second Part and their successors in this Trust as Trustees, and the Trustees for the time being hereunder, are sometimes referred to as the "CBC Pension Board of Trustees" or as "the Trustees".

3. THE TRUSTEES

(1) There shall be a maximum number of seven Trustees.

(2) At all times a majority of the Trustees shall either hold office as Directors of the Corporation or be officers of the Corporation employed full time by the Corporation.

(3) The following officers of the Corporation shall be Trustees by virtue of their office with the Corporation.

(a) The senior executive officer of the Corporation responsible for Human Resources or such other Corporate Executive of the Corporation as designated by the President and CEO of the Corporation and approved by the Board of Directors of the Corporation.

(b) The senior executive officer of the Corporation responsible for finance, or such other Corporate Executive of the Corporation as designated by the President and CEO of the Corporation and approved by the Board of Directors of the Corporation,

either of whom, upon ceasing to hold such office with the Corporation, shall ipso facto cease to be a Trustee, and the successor in office shall be a Trustee in his/her place and stead. A certified copy of a resolution of the Board of Directors of the Corporation indicating the

persons who may from time to time occupy the aforesaid offices shall be conclusive evidence thereof.

(4) All Trustees other than those specified in subsection (3) of clause 3 shall be appointed by the Corporation. All Trustees other than those specified in subsection (3) of clause 3 shall be entitled to resign at any time by giving thirty (30) days' notice in writing to the Corporation.

(5) Subject always to the provisions of subsections (1), (2) and (3) of clause 3, the Corporation may at any time and from time to time by resolution of its Board of Directors appoint an additional Trustee or Trustees, fill in any vacancy caused by the death or resignation of a Trustee or remove one or more of the Trustees from office.

(6) When the number of Trustees is reduced for any reason to less than six, the Corporation shall then appoint a successor Trustee or Trustees so that the CBC Pension Board of Trustees shall consist of at least six Trustees.

4. THE CORPORATION CONFIRMS THE FUND UNTO THE CBC PENSION BOARD OF TRUSTEES

The Corporation for all its right, title and interest therein and thereto doth hereby confirm unto the CBC Pension Board of Trustees the Trust Property coming into their hands from time to time to the end that the Trustees shall have and hold the same upon the trusts of this Deed.

5. THE FUND

The Trust Property (hereinafter sometimes referred to as "the Fund") shall consist of all assets, including investments thereof held by the CBC Pension Board of Trustees from time to time and the income therefrom, and shall in addition extend to and include all additions and payments thereto, proceeds thereof and income therefrom, for the time being in the possession of or coming into the hands of the CBC Pension Board of Trustees for the purposes of the Plan and shall be dealt with in accordance with the trusts of this Deed and the Plan.

6. THE TRUSTEES ACCEPT THE TRUST

The Trustees accept the trusts hereof and undertake to hold, invest, distribute and administer the Fund in accordance with the provisions of the Plan and this Trust Deed.

7. COVENANT AND POWERS OF THE CORPORATION

The Corporation doth by these presents covenant and agree with the Trustees that it will do or cause to be done all acts and things required on its part to be done in accordance with the requirements in that behalf of this Deed and by the Plan as now established or as the same may be hereafter amended, modified, established and declared from time to time. Without limiting the generality of the foregoing, the Corporation undertakes:

(1) To deduct contributions from the salary of employees as required in the Plan, and to pay all of such contributions to the Trustees not later than fifteen days following the end of the month in which such contributions were deducted.

(2) To pay to the Trustees the contributions to be made by the Corporation pursuant to the Plan from time to time.

(3) To determine the earnings, average earnings, pensionable service and the age of contributors, and to furnish to the Trustees all such information as they may require for the proper administration of the Plan.

8. COVENANT AND POWERS OF THE TRUSTEES

The duties, obligations and requirements of the Trustees are limited to those set forth in this Deed and in the Plan and in such amendments or modifications to the Plan as may be made from time to time by the Corporation, provided always that no such amendment or modification shall be binding on the Trustees without their consent in writing if such amendment or modification would impose more onerous duties on the Trustees. The Trustees shall have the power:

(1) Invest

To invest and re-invest the Fund and keep the Fund invested, without distinction between principal and income, as the Trustees in their discretion shall think fit in such securities, loans or investments as are prescribed by the Pension Benefits Standards Act and Regulations thereunder, as amended from time to time, provided that the Trustees, in exercising their investment power, shall not be restricted to those investments authorized by the Trustee Act of Ontario, or other similar provincial legislation governing the investment of trust funds. It is provided, however, that the Trustees in their discretion may keep such portion of the Fund in cash or cash balances as the Trustees may from time to time deem appropriate.

(2) Transaction

To sell, exchange, convey, transfer, mortgage, pledge or otherwise dispose of any property held by them, by private contract or at public auction, to receive the consideration price and grant discharge therefor, and no person dealing with the CBC Pension Board of Trustees shall be bound to see to the application of the purchase money or mortgage money or to enquire into the validity, expediency or propriety of any such sale or other disposition.

(3) Representation Rights

To vote upon any stocks, bonds, or other securities of any corporation or other issuer at any time held in the Fund, or otherwise consent to or request any action on the part of any such corporation or other issuer, and to give general or special proxies or powers of attorney with or without substitution and to participate in re-organizations, consolidations, mergers and similar transactions with respect to such securities; and to deposit such stocks or other securities in any voting trusts or with any protective or like committee or with a Trustee or with depositaries

designated thereby and to exercise any subscription rights and conversion privileges, and generally to exercise any of the powers of an owner with respect to stocks or other securities or property comprising the Fund.

(4) **Court Actions**

In their discretion, to sue in any court of competent jurisdiction for the enforcement of any contract, right or claim, and to defend against or to compromise, settle or otherwise dispose of any demand, claim or suit alleged or brought by them or against them, or any of them, or against the Fund.

(5) **Decisions**

Subject always to the rights and obligations of the Corporation as herein set forth, to determine any question before them concerning matters related to the trusts hereof and the administration of the Plan.

(6) **Employment of Assistants and Officers**

To employ such clerical, legal, actuarial, accounting or other assistants and officers as the Trustees may deem necessary for the proper administration of the trusts hereof and of the Plan.

To delegate to such assistants or officers the duty of determining on the basis of information received from the Corporation according to Clause 7(3) hereof, or from other sources, the benefit payments or other payments which may become payable, or cease to be payable, and of taking action in respect thereto and in respect of any matter pertaining to the discharge of the duties of the Trustees under the terms of this Trust Deed, in accordance with such directions as may be given by the Trustees.

(7) **Custody and Banking**

To make such arrangements as they may from time to time deem proper for the care and custody of the monies, property and assets comprising the Fund, and without limiting the generality of the foregoing may deposit any such monies in an account or accounts with any member of the Canadian Payments Association or Trust Company registered under the *Trust and Loan Companies Act (Canada)* in the name of the "CBC Pension Board of Trustees", the "CBC Pension Plan" or the "CBC Pension Fund" and cheques upon any such account or accounts may be signed by such person or persons and in such manner as the Trustees may from time to time by resolution passed by the CBC Pension Board of Trustees provide, and cheques so signed shall be valid and binding upon the Trustees.

(8) (a)**Employment of Agents and Advisors**

To employ agents to make and manage investments, keep records, maintain accounts, hold registered instruments in the name of the Trustees, in the name of any of such agents or in the names of other nominees, issue cheques on the fund, provide safe custody for investments of the

fund, attend to necessary bookkeeping and maintenance of records and provision of reports, and generally perform duties of a similar nature.

(b)**Employment of Advisors**

To employ advisors to advise the Trustees with respect to the making and managing of investments and with respect to all other matters related to the duties of the Trustees set forth in this Deed and in the Plan.

(9) **Consultation Rights and Protection**

From time to time to consult with and seek opinions, advice or information from legal counsel who may be counsel to the Corporation, actuaries, bankers, accountants, doctors or other persons, and any such opinions, advice or information shall be full justification to the CBC Pension Board of Trustees for any action taken or suffered, in good faith, in accordance with such opinions, advice or information, and the Trustees shall be fully protected with respect to any such action.

(10)**Management of Trust Property**

To hold, manage and protect the Fund, and to have power to sell, collect, sue for, alter or change the investments or assets of the Fund, from time to time as they shall deem advisable. They shall have power to renew or extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto in any manner or to any extent that may be deemed advisable for the protection of the Fund or the preservation of the value of the investment; to waive any default whether in the performance of any covenant or condition of any mortgage or in the performance of any guarantee or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid in property on foreclosure, to take a deed in lieu of foreclosure, with or without paying a consideration therefore and, in connection therewith, to release the obligation on the bond secured by such mortgage and to exercise and enforce in any action, suit, or proceeding at law or in equity any rights or remedies in respect to any such mortgage or guarantee.

(11)**Payment of Benefits**

To pay or cause to be paid out of the Fund all pensions and other benefits out of the Fund to the persons from time to time entitled to receive the same according to the Plan.

(12)**Recommendations to the Corporation**

To make such recommendations to the Corporation as they may deem appropriate with respect to all matters relating to this Trust Deed and the Plan.

(13)**Incorporation**

To take all action deemed advisable by the Trustees to incorporate and organize one or more real estate corporation or resource corporation as those terms are defined by the Pension Benefits Standards Regulations, as amended from time to time;

To take all action deemed advisable by the Trustees to establish and organize one or more real estate investment trusts as that term is defined by the Pension Benefits Standards Regulations, as amended from time to time.

To take all action deemed advisable by the Trustees to incorporate or establish any other vehicle to facilitate investment of the Fund as may be prescribed by the Pension Benefits Standards Act and the Regulations thereunder, as amended from time to time.

8. (A) COVENANT OF THE TRUSTEES TO OBTAIN PERIODIC ACTUARIAL SURVEYS

The Trustees shall obtain an actuarial report on the financial condition of the Plan not later than March 31, 1965, and shall obtain such actuarial reports subsequently occurring at least once every three years, and within sixty (60) days following receipt of any such report shall submit a copy thereof to the Corporation who shall decide on the action to be taken thereto.

9. DEFINITIONS

All definitions of words and expressions contained in the Plan shall also apply to such words and expressions where used in this Trust Deed. The expression "Trust Deed" as used herein and in any instrument supplemental or ancillary hereto shall mean this Trust Deed and all instruments supplemental and ancillary thereto. Where the context so permits, words importing the singular number only shall include the plural and vice versa.

10. VESTING OF TRUST PROPERTY ON CHANGE OF TRUSTEES

Upon any person who has been a Trustee hereunder ceasing for any reason to be such Trustee, the Fund and all property, real and personal, then forming a part of the Fund, vested in such Trustee shall forthwith, and without the execution of any conveyance, assignment, transfer or other document, be vested in the remaining or continuing Trustees, and upon the appointment of a new Trustee or new Trustees in succession to any person or persons who has or have ceased to be a Trustee or Trustees, or pursuant to any provisions of this Trust Deed, the Fund and all the property shall forthwith and without the execution of any conveyance, assignment, transfer or other document whatsoever be vested in such new Trustee or new Trustees and the continuing Trustees.

11. CONVEYANCE BY RETIRING TRUSTEE

Notwithstanding the provisions of the last preceding clause hereof, every person ceasing to be a Trustee hereunder shall at the request of the CBC Pension Board of Trustees convey, assign, transfer

and make over or join in conveying, assigning, transferring and making over the Fund, and any or all of the real and personal property of the Trust as the CBC Pension Board of Trustees may direct.

12. MEETINGS OF CBC PENSION BOARD OF TRUSTEES

The Trustees shall hold an annual meeting within ninety (90) days after the end of each fiscal year and at such meeting shall elect a Chairperson to hold office until the next annual meeting and may appoint a secretary who need not be a Trustee. Other meetings of the Trustees shall be held as the Trustees themselves shall decide.

13. QUORUM OF TRUSTEES AND POWERS OF MAJORITY

A majority of the Trustees shall form a quorum for the transaction of business. Questions arising at any meeting of the CBC Pension Board of Trustees shall be decided by a majority of votes. Each Trustee shall have one vote except that, in the event of an equality of votes, the Chairperson of the meeting in addition to his original vote shall have a second casting vote.

14. TRUSTEES MAY ACT BY WRITTEN RESOLUTION

A resolution or minute in writing signed by all the Trustees shall be deemed for all purposes to be an act of the Trustees to the effect therein expressed with the same force and effect as if it had been duly passed by proper vote at a duly constituted meeting. It shall be the duty of the Secretary to record such resolution or minute in the CBC Pension Board of Trustees' minute book under its proper date.

15. MINUTES OF MEETING

The minutes of all meetings of the CBC Pension Board of Trustees shall be signed as provided hereunder not later than two (2) meetings following that meeting of the Trustees .

The minutes of any meetings of the CBC Pension Board of Trustees or any portion thereof or any information relating to any action or decision made by or on behalf of the Trustees may be certified from time to time by the signatures of any two of the Trustees or of a Trustee and the Secretary of the CBC Pension Board of Trustees and, when so certified, shall avail for all purposes and may be accepted and relied upon for the purposes of any dealings with the Trustees or in connection with any act or thing done or to be done on their behalf.

16. BY-LAWS OF CBC PENSION BOARD OF TRUSTEES

The CBC Pension Board of Trustees may enact by-laws regulating the calling and convening of meetings, the procedure thereat and generally respecting the exercise of their powers and the performance of their duties, provided that no such by-law shall be effective to the extent that it may be contrary to or in conflict with the provisions of this Trust Deed or of the Plan.

17. EXECUTION OF OTHER DOCUMENTS

All conveyances, discharges of mortgages, assignments of mortgage, transfers of stocks, bonds and other securities, agreements and other documents relating to the Fund or to any investment thereof or to any payments to be made from the Fund, which may be required to be executed by the CBC Pension Board of Trustees, may be executed in the name of and on behalf of the CBC Pension Board of Trustees by such person or persons, or corporations or in such other manner as the CBC Pension Board of Trustees may from time to time by resolution duly passed by them provide, and any or all such documents so executed shall be valid and binding upon the Trustees.

18. CBC PENSION BOARD OF TRUSTEES - EXPENSES

Effective April 1, 1995 all fees, charges and other costs incurred by the Trustees in the setting up and administration of the Plan, and in the setting up and management of the Fund, and the expenses incurred by the Trustees in the performance of their duties, including the fees of legal counsel, actuaries, bankers, accountants, doctors and other persons for services rendered to the Trustees and including the compensation to Trustees who are not full-time employees of the Corporation as may be agreed upon in writing from time to time by the Trustees and all other charges and expenses incurred by the Trustees in the performance of their duties, shall be paid by the Fund. Any such costs, charges or expenses may first be paid or incurred by the Corporation and in this event the Corporation shall recover such costs from the Fund. In no event shall any part of the Fund be used or diverted to purposes other than the Plan or the Fund.

All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Fund, or the income thereof, shall be paid from the Fund.

19. BOOKS OF ACCOUNT AND AUDIT

The CBC Pension Board of Trustees shall keep or cause to be kept accounts to all investments, receipts, disbursements and other transactions hereunder, and all accounts, books and records relating thereto shall be open to inspection and audit at all reasonable times by any company or person designated by the Corporation.

Provided, however, that, where the CBC Pension Board of Trustees has appointed a trust company or trust companies as its agent or agents to make and manage investments of the Fund, CBC Pension Board of Trustees may delegate to such trust company or trust companies the duty of keeping the aforesaid accounts and may file with the Corporation such accounts as are provided to them by the trust company or trust companies pursuant to the Agreement made with the trust company or trust companies as full compliance pro tanto with the provisions of this Section.

Within ninety (90) days following the close of each fiscal year of the Fund the CBC Pension Board of Trustees shall file with the Corporation an audited statement setting forth all investments, receipts, disbursements and other transactions effected by it during the past fiscal year. Within ninety (90) days of the death, removal or resignation of any Trustee, an audited statement setting forth all investments, receipts, disbursements and other transactions during the period since the last audit shall be filed, unless all Trustees, including the departing Trustee or his/her legal representatives

agree in writing within fourteen days of the date of death, resignation or removal to dispense with a special audit. Where the Trustees agree to dispense with a special audit, the determination of the liability of all Trustees, including the departing Trustee, shall be made on the basis of the annual audit. Upon expiration of ninety (90) days from the date of filing of such audited statement, the Trustees shall be forever released and discharged from all liability and accountability to anyone with respect to their accounts and transactions reflected in such audited statement, except with respect to any error in such audited statement as to which the Corporation shall, within such last mentioned ninety (90) day period, file with the CBC Pension Board of Trustees written objections and except for loss or diminution of the Fund resulting from negligence, wilful misconduct or lack of good faith of the Trustees or any of them.

20. EVIDENCE

A certificate signed by the Chairperson and Secretary of the CBC Pension Board of Trustees, certifying which Trustees hereunder or other person or persons or corporation have been duly authorized by the CBC Pension Board of Trustees to execute cheques, conveyances, discharges of mortgage, assignments of mortgage, transfer of stocks, bonds or other securities, agreements and other documents shall be conclusive evidence of such Trustee or person or persons or corporation so to execute the same, and may be accepted and acted upon by any interested party.

A certificate signed by the officers of the Corporation so empowered to do under the by-laws of the Corporation certifying that any person or persons is or are Trustees of the said Plan or that any person or persons has or have been appointed as Trustee or Trustees thereof or has or have ceased to be Trustee or Trustees thereof may be accepted and acted upon by any person as conclusive evidence set forth therein. A certificate signed by the officers of the Corporation so empowered to do under the by-laws certifying that any person or persons is or are authorized to do any act, matter or thing required to be done by the Corporation hereunder or which may be done by the Corporation hereunder shall be conclusive evidence of the authority of such person or persons to so act and may be accepted and acted upon by the Trustees.

21. PROTECTION OF TRUSTEES AND INDEMNITY

The Trustees shall not be held or deemed in any manner to guarantee the Fund against loss or depreciation, and no Trustee shall be liable for any loss other than a loss due to his/her own gross negligence, willful misconduct or lack of good faith and no Trustee shall in any event be liable for any action or failure to act of any other Trustee.

The Trustees shall not be responsible for any misconduct on the part of any attorney, banker, receiver, lawyer mandatory or persons appointed by them hereunder or be bound to supervise the proceedings of any such appointees.

Indemnity

1) The Corporation shall indemnify a present or former Trustee and Trustee's heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, that are reasonably incurred by the Trustee in respect of any civil, criminal or administrative action or proceeding to which the Trustee is a party by reason of being or having been such a Trustee, if the Trustee

a) acted honestly and in good faith; and

b) in the case of any criminal or administrative action or proceeding that is enforced by a monetary penalty, believed on reasonable grounds that the Trustee's conduct was lawful.

2) Notwithstanding anything in section 1), a Trustee referred to above is, and the heirs and legal representatives of the Trustee are, entitled to indemnity from the Corporation in respect of all costs, charges and expenses reasonably incurred by the director or officer in connection with the defence of any civil, criminal or administrative action or proceeding to which the Trustee was made a party by reason of being or having been such a Trustee, if the Trustee was (a) substantially successful on the merits of the defence of the action or proceeding; and (b) fulfils the conditions set out in paragraphs 1 (a) and (b) above.

3) The Corporation may advance moneys to a Trustee or other individual for the costs, charges and expenses of a proceeding referred to above. The individual shall repay the money to the Corporation if, after all appeals have been exhausted, the individual has not been substantially successful on the merits of the defence of the action or proceeding, was determined to not have acted honestly and in good faith and in the case of any criminal or administrative action or proceeding that is enforced by a monetary penalty was determined to not have believed on reasonable grounds that the Trustee's conduct was lawful.

This clause 21 shall extend, apply to and include all employees of the Corporation, and such other persons who at the request of the CBC Pension Board of Trustees serve as directors on the board of directors of companies in which the CBC Pension Board of Trustees has an interest.

22. AUDIT AND AUDITORS' REPORT

The Trustees shall annually appoint Auditors who shall conduct an audit of the accounts of the CBC Pension Board of Trustees and their dealings with the Fund from time to time and at least once in each fiscal year of the Fund.

The Auditors shall have the right of access at all reasonable times to the books, accounts, records, files, vouchers and registers of the CBC Pension Board of Trustees and of any agent or agents of the Trustees, which have to do with the financial transactions or financial position of the Fund, and may require from the Trustees or from such agents, if any, such information and explanations as they may deem necessary for the performance of their duties.

The statements of account which the Trustees are required to file with the Corporation according to Clause 19 of this Deed, including any statements of account prepared by a trust company or trust companies as referred to therein, shall be submitted to the Corporation in conjunction with the report of the Auditors in relation thereto.

23. AMENDMENT

The Corporation and Trustees may from time to time by instrument in writing vary or amend any of the provisions of the Trust Deed or the trusts thereby established, provided that no such variation or amendment shall authorize or permit at any time any part of the Fund to be used for or diverted to purposes other than the Plan or the Fund.

24. TERMINATION OF THE PLAN

If the Plan is terminated by the Corporation, the Trustees shall, if so requested in writing by the Corporation, surrender the Fund to any trust company, person or persons, corporation or corporations designated by the Corporation upon being satisfied that the Fund will be held by such trust company, person or persons, corporation or corporations on terms substantially identical to the terms under which the Trustees may at such time hold the Fund. In such event the trust created by this Deed shall terminate.

25. FISCAL YEAR

The fiscal year of the Fund shall end on the 31st day of December in each year. The fiscal year ending on the 31st day of December, 1971, shall be deemed to have commenced on the 1st day of April, 1971.

26. ADMINISTRATIVE REGULATION OF THE PLAN

In the discharge of its responsibilities set forth in this Deed and in the Plan and within the terms of the Plan, the Trustees may from time to time adopt procedures under which the Plan shall be administered and may amend, repeal or add to such procedures.

27. INTERPRETATION

The headings herein and the Plan are inserted for purposes of convenience only and are not to be considered as part or as an interpretation of the Trust Deed or the Plan or any part thereof. The Trust Deed and the Plan shall be construed, interpreted and enforced according to the laws of the Province of Ontario, Canada.

28. CONFLICT OF INTEREST

If, by reason of any matter in which the Pension Board is involved, whether or not such matter is to be or has been dealt with by the Pension Board of Trustees or a committee thereof, there is a material conflict of interest between the role of a Trustee and his or her role in any other capacity, including but not limited to that of officer or Director of the Corporation, the Trustee shall forthwith, upon becoming aware of such conflict, disclose in writing to the Chairperson of the Pension Board of Trustees and to the Pension Fund Managing Director / CEO or in person at a meeting of the Pension Board of Trustees, and request to have entered in the minutes of the Pension Board of Trustees, the

nature and extent of the interest in conflict with his or her role as Trustee in relation to the matter. He or she shall thereafter absent himself or herself from any meeting of the Pension Board of Trustees and any committee thereof at all times when the matter is discussed, decided or otherwise dealt with and shall refrain from voting on any resolution related to the matter. A Trustee who acts in conformity with this requirement shall not incur any personal liability by reason of so doing, and no action by the Pension Board of Trustees or any committee thereof shall be open to challenge by reason of the non-participation of that Trustee in compliance with this section.

Without limiting the generality of the foregoing, where a material contract is made or a material transaction is entered into between the Pension Board of Trustees and a Trustee or between the Pension Board of Trustees and another person of which the Trustee is a director or officer or in which he or she has a material interest,

a) the Trustee is not accountable to the Pension Board of Trustees for any profit or gain he or she realizes from the contract or transaction; and

b) the contract or transaction is neither void nor voidable,

by reason only of that relationship if the Trustee disclosed his or her interest in accordance with this section.

IN WITNESS WHEREOF the parties hereto have executed this **Trust Deed** under seal.

CANADIAN BROADCASTING CORPORATION

Hubert T. Lacroix

December 6, 2010

CBC PENSION BOARD OF TRUSTEES

Timothy Casgrain

Suzanne Morris

Robert Fisher

Paul Gaffney

Claude Godin

Katya Laviolette

Brian Mitchell

SIGNED, SEALED
AND DELIVERED

DATE December 6, 2010

IN THE PRESENCE OF

Edith Cody-Rice
Senior Legal Counsel
Canadian Broadcasting Corporation

SCHEDULE "EE"
Effective: 3.12.68

SPECIAL CASH GRATUITY

Employees or former employees of the Corporation now surviving:

(i) who were paid through the payroll of the Canadian Marconi Company during the life of contracts between that company and the Canadian Radio Broadcasting Commission or the Corporation relating to the operation of radio stations CRCS (CBJ) Chicoutimi, CRCK (CBV) Quebec and CRCM (CBM) Montreal or through the payroll of Canadian National Carbon Company while under the direction of the Canadian Radio Broadcasting Commission, and

(ii) were immediately thereafter paid through the payroll of the Canadian Radio Broadcasting Commission or of the Corporation, and

(iii) have remained or do remain on the staff of the Corporation until retirement therefrom on pension,

shall receive a special cash gratuity deemed by the Corporation to be equivalent in value to the additional pension which would have been payable through the CBC Pension Plan if it had been possible to recognize, as pensionable service thereunder, the periods during which such employees were paid through the payroll of the Canadian Marconi Company during the life of contracts between that company and the Canadian Radio Broadcasting Commission or the Corporation relating to the operation of radio stations CRCS (CBJ) Chicoutimi, CRCK (CBV) Quebec and CRCM (CBM) Montreal or through the payroll of Canadian National Carbon Company while under the direction of the Canadian Radio Broadcasting Commission.

SCHEDULE “I-2009” to BY-LAW 17.1

VOLUNTARY RETIREMENT INCENTIVE PROGRAM

1. **Statement of purpose**

The Voluntary Retirement Incentive Program is a limited, one time-initiative, created as a measure to counter the Corporation’s significant financial constraints, and intended to provide an employee who,

(a) meets qualification and eligibility requirements, and
(b) is within an employee category or group which has been designated by the Corporation for participation in the Program, and
(c) applies for participation in this Program between April 6, 2009 and May 1, 2009, and
(d) whose application has been approved by the designated authorities

an incentive to elect to retire by no later than July 31, 2009.

2. **Qualifications**

Any employee within an employee category or group designated by the Corporation for participation in the Program who, by July 31, 2009

(a) has attained 88 points (combination of age and years of contributory service) and/or age 65, and
(b) who is entitled to an unreduced pension may qualify for participation in this Program.

3. **Eligibility**

Participation in the Program is on a strictly voluntary basis for members of the CBC Pension Plan. The eligibility of an employee will be subject to acceptance and approval of the employee’s application by component VP, Executive Director, Finance and Executive Director HR and must result in a cost saving reduction of one active headcount for each volunteer approved on a perdepartmental wide basis.

The following categories of employees are not eligible:
- those currently receiving benefits under Long Term Disability, including those on an approved rehabilitation program;
- employees on Retirement Leave;

4. **Effective Date**
Applications must be received between April 6, 2009 and May 1, 2009; The effective date of retirement must take place no later than July 31, 2009.

5. **Benefits**

An employee who retires under this Program will receive at retirement, in addition to the monthly pension payable in accordance with the terms of the CBC pension Plan, a lump sum payment corresponding to twelve (12) months base salary (inclusive of and not in addition to the Long Service Gratuity Entitlement) to be used as follows:

(a) Receive as a lump sum, or portion thereof;
(b) Receive as a lump sum over 2 years (2009 and 2010);
(c) Buyback available eligible pensionable service;
(d) Participate in Supplementary Health Care Plan Premium Continuance Program;

s.18(a)

s.18(b)

(e) Transfer “retiring allowance” to a RRSP as per Canada Revenue Agency guidelines;
(f) Additional transfer to a RRSP, subject to eligibility.

The terms of payment of the Long Service Gratuity (former Schedule E of the By-Laws) are also amended to provide for such gratuity to be paid as per the above but only for those employees who retire within the terms of this Program. Employees retiring under this Program cannot elect to take a retiring leave pursuant to the Long Service Gratuity By-Law.

6. **Funding**

SCHEDULE "I-2011" to BY-LAW 17.1

2011-2012 VOLUNTARY RETIREMENT INCENTIVE PROGRAM

1. Statement of purpose

The 2011-2012 Voluntary Retirement Incentive Program (the "Program") is a limited one-time initiative, undertaken in two phases, created as a measure to achieve greater financial flexibility to implement the Strategic Plan approved by the Board of Directors. The "Program" should help reduce the number of involuntary departures and bumping for unionized staff which could have a negative impact on the operations.

The Program is intended to provide an employee who,

a) meets eligibility requirements,
b) applies for participation in this Program between February 14, 2011and April 1, 2011, and
c) whose application has been approved by the designated authorities,

with an incentive at retirement on July 31, 2011 for the Phase I eligible employees and no later than March 31, 2012 for the Phase II eligible employees, save for those Phase II Group 2 eligible employees electing to "bridge" (salary continuance) as set forth in paragraph 5 below.

2. Eligibility

Phase I Employees:

In Phase I of the Program, eligible employees will consist of those who, at July 31, 2011, have attained 85 points (combination of age and years of contributory service) or age 65.

Employees who are eligible for Phase I cannot be eligible for Phase II.

Phase II Employees:

The second phase of the Program will be divided into two groups:

<u>Group 1</u>

Group 1 employees eligible for the Program are employees who will attain 85 points (combination of age and years of contributory service) or age 65 during the period August 1, 2011 to March 31, 2012.

<u>Group 2</u>

Group 2 employees eligible for the Program are employees who will attain 83.5 points (combination of age and years of contributory service) or age 64.25 during the period August 1, 2011 to March 31, 2012.

Employees who are eligible for Phase II Group 1 cannot be eligible for Phase II Group 2; employees who are eligible for Phase II Group 2 cannot be eligible for Phase II Group 1.

Participation in the Program is on a strictly voluntary basis for members of the CBC Pension Plan. Each employee's application will be subject to acceptance and approval by the component VP, the Executive Director, Finance and the Executive Director, HR and must result in a cost saving reduction of one active full-time headcount for each volunteer approved. In addition, as workload and operations are key

considerations, re-direction of work and/or work methods will also need to be identified to ensure appropriate knowledge transfer / succession is in place.

The following categories of employees are not eligible:

a) employees currently receiving benefits under Long Term Disability, including those on an approved rehabilitation program;
b) employees on Retirement Leave; and
c) employees on Deferred Salary Leave, or fulfilling Deferred Salary Leave requirements.

3. Effective Date

Applications must be received between February 14, 2011 and April 1, 2011.

The effective date of retirement must take place as follows:

a) Phase I: July 31, 2011
b) Phase II Group 1: Retirement at end of month of eligibility during the period August 1, 2011 to March 31, 2012
c) Phase II Group 2: Retirement no later than March 31, 2012, unless the employee elects to "bridge" (salary continuance), as set forth in paragraph 5.

4. Incentive at Retirement

An employee who retires under this Program will receive at retirement, in addition to the monthly pension payable in accordance with the terms of the CBC Pension Plan, a lump sum payment corresponding to twelve (12) months base salary which can be used for one or more of the following:

1) Receive as a lump sum, taxed accordingly;
2) Receive as a lump sum over 2 consecutive years, taxed accordingly;
3) Buy back available eligible service;
4) Participate in the Retiree Supplementary Health Care Plan (SHCP) - Premium Continuance Program;
5) Transfer "retiring allowance" to a RRSP as per CRA guidelines;
6) Make an additional transfer to a RRSP (subject to available contribution room);
7) For Phase II Group 2, use lump sum for "bridging" (salary continuance) of up to 9 months in order to reach, or come closer to, an unreduced pension.

The terms of payment of the Long Service Gratuity are also amended to provide for such gratuity to be paid as per the above but only for those employees who retire within the terms of this Program. For the avoidance of doubt, employees retiring under all Phases of this Program cannot elect to take a retiring leave pursuant to the Long Service Gratuity By-Law.

5. "Bridging" (Salary Continuance)

Phase II Group 2 eligible employees may use a portion of the lump sum payment granted under paragraph 4 for the purposes of "bridging" (salary continuance) for a period of up to 9 months after March 31, 2012, in order to approach or secure an unreduced pension.

The "bridging" (salary continuance) period starts April 1, 2012 up until the employee reaches either 85 points, age 65 or for a maximum of 9 months, whichever comes first. The employee may also opt for

"partial bridging". In no instance can the employee "bridge" more than 9 months or beyond December 31, 2012. Unused lump sum balance will be paid as directed by employee.

6. Opportunity to Buy Back Eligible Service

An employee has the opportunity to buy back eligible service in order to either satisfy the eligibility requirements set out in paragraph 2 or to improve his/her pension benefits using either his/her own funds or all or part of the lump sum granted under paragraph 4.

7. Re-employment

Employees retiring pursuant to this Program will not be eligible for re-employment as an employee of the Corporation. There are certain circumstances where employees retiring, pursuant to this "Program", may be re-employed as temporary or contractuals for limited periods of time with the appropriate authorization. Such a policy is managed by the People and Culture Component.

8. Funding

DIRECTOR COMPENSATION

1) The fees set out in this schedule apply to Governor-in-Council part-time appointees.

2) Subject to section 3, each Director shall be paid a fee of

   a) $2000.00 per day for attendance at each regularly scheduled Board meeting (to a maximum of six in any fiscal year), and $625.00 per day for attendance at any additional Board meetings;

   b) $1300.00 per day ($1550.00 for the Committee Chair) for attendance at any regularly scheduled Audit Committee meeting (scheduled independently from the board meetings and to a maximum of six in any fiscal year) and $625.00 per day for attendance at any additional Audit Committee meetings scheduled independently from the Board meeting;

   c) $1000.00 per day ($1250.00 for the Committee Chair) for attendance at any regularly scheduled Committee meeting other than the Audit Committee (to a maximum of four days in any fiscal year) and $625.00 per day for attendance at any additional Committee meetings;

3) A Director is entitled to be paid only one meeting fee for each day (24 hour period), even if the Director attends more than one meeting during that day.

4) Each Director shall be paid a fee of $250.00 each time he or she participates in a meeting by means of telephone or other communication facility as authorized by Section 50(3) of the Broadcasting Act, provided that if a meeting in which he or she so participates is a regularly scheduled meeting of the Board at which other Directors are personally present, the Director shall be paid a fee of $625.00 per day or $312.50 per half day while he or she so participates.

5) Each Director shall be paid out-of-pocket expenses each time that he/she is required by the Corporation to be its representative at a social or other function.

6) Each Director shall be paid either a per diem at the approved CBC daily allowance rate to cover incidental expenses incurred while attending a meeting of the Board, one of its committees, or otherwise engaged on the business of the Corporation; or the actual reasonable expenses incurred.

7) Each Director shall be reimbursed for all transportation costs (including travel costs to and from an airport) while attending a meeting of the Board, its committees, or otherwise engaged on the business of the Corporation.

8) The Chairperson is entitled to be paid reasonable travel and living expenses incurred by him/her while engaged on the business of the Corporation at any place other than his/her normal place of residence.

DIRECTOR COMPENSATION

9) The President is entitled to be paid reasonable travel and living expenses incurred by him/her while engaged on the business of the Corporation at any place other than the Head Office of the Corporation.

10) Provided ministerial approval is granted, this by-law is effective March 15, 2006, the date it was approved by the Board.

BY-LAWS OF THE CANADIAN BROADCASTING CORPORATION

1. INTERPRETATION

(1) In these By-Laws,

(a) "Act" means the Broadcasting Act;

(b) “Annual Meeting” means the meeting at which the Board approves the Financial Statements of the Corporation for the last completed financial year;

(c) "Board" means the Board of Directors of the Corporation;

(d) “Body corporate” means a company, corporation or other body corporate wherever or however incorporated as well as a trust or a not for profit organization;

(e) “Chair” means the “Chairperson” as set out in Part III of the Broadcasting Act;

(f) “Corporate Executive” means an Officer of the Corporation or any other employee who is extended Corporate Executive status upon recommendation of the President and approval of the Board;

(g) "Corporation" means the Canadian Broadcasting Corporation;

(h) "Director" means a Director of the Corporation;

(i) “Entity” means a Body corporate, a partnership, a trust, a joint venture or an unincorporated association or organization.

(j) “Executive” means a Corporate Executive or unit or function executive of the Corporation in a salary grade designated as executive.

(k) "Financial year" means the twelve months ending on the thirty-first day of March in each year;

(l) “Officer” means the President and Chief Executive Officer, the Vice-President(s) and the Secretary and any other persons who may be appointed as such by the Board on the recommendation of the President.

(m) “President” means the President and Chief Executive Officer of the Corporation.

(n) “Secretary” means the Corporate Secretary appointed pursuant to section 7(1) hereof;

(o) Deleted May 2013

(2) The Interpretation Act, chapter I-21, Revised Statutes of Canada, 1985 and section 9 of the Official languages Act, chapter O-3, Revised Statutes of Canada 1985, apply to these By-Laws.

2. SEAL

The seal impressed on the margin hereof is the seal of the Corporation.

3. CORPORATE GOVERNANCE

(1) The Board

(a) Subject to the Act and the By-Laws of the Corporation, the Board is responsible for the management of the business, activities and other affairs of the Corporation and oversees and monitors the same. The Board may from time to time establish by resolution, terms of reference for the Board, the Chair, the President and all the committees of the Board.

(b) Deleted May 2013.

(c) Pursuant to Section 42(3) of the Act, but subject to Section 41(3) of the Act, the Board authorizes any Officer to act as President during any period when (a) the President is absent - the specific designation to be made by the President; or (b) the office of the President is vacant or the President is incapacitated - the specific designation to be made by the Board; provided that, pending any such designation the Officer in charge of Legal Services, is authorized to act as President in respect of any matter, which in his/her opinion, requires urgent attention. Any acting President shall have all powers of the President unless otherwise restricted by the Act, these by-laws or by the instrument appointing him/her.

(d) The Board, upon recommendation of the President, may cause the business and operations of the Corporation or any part thereof to be divided or to be segregated into one or more divisions upon such basis, including without limitation, character or type of operation, geographical territory, product line or service rendered, as the Board may consider appropriate in each case. The Board may also upon recommendation of the President, cause the business and operations of any such division to be further divided into sub-units and the business and operations of any such divisions or sub-units may be consolidated upon such basis as the Board may consider appropriate in each case. The Board may also upon recommendation of the President cause the termination of any such operation, division or unit.

(e) Upon recommendation of the President, any division or its sub-units may be designated by such name as the Board may from time to time determine and may transact business, enter into contracts, sign cheques and other documents of any kind and do all acts and things under such name. Any such contract, cheque or document shall be binding upon the Corporation as if it had been entered into or signed in the name of the Corporation.

(f) Resolutions in writing

A resolution in writing, signed by all the directors entitled to vote on that resolution, is as valid as if it had been passed at a meeting of the Board of directors or a committee of directors. A copy of every such resolution shall be kept with the minutes of the proceedings of the Board or the committee.

(2) The Chair

The Chair is primarily responsible for the effective operation of the Board in fulfilling its duties and responsibilities. The Chair

(a) manages the affairs of the Board;

(b) in conjunction with the President, ensures that the relationship among the Board, management and Parliament furthers the best interests of the Corporation;

(c) together with the President ensures effective relations with other stakeholders and the public;

(d) leads the Board in monitoring and evaluating the performance of the President and in ensuring his/her accountability;

(e) ensures the strategies and the corporate plans of management are appropriately presented to the Board; and

(f) ensures that management succession and development plans are in place.

(3) The President

(a) The President is the Chief Executive Officer of the Corporation.

(b) The President has supervision over the direction of the work and staff of the Corporation. Subject to the Act and these By-Laws and to the Board's direction and authority as may be exercised from time to time whether through the terms of reference set pursuant to subparagraph 3 (1) (a) above or otherwise, the President shall have responsibility and general authority for the management of the business, activities and other affairs of the Corporation and such other powers and duties as the Board may specify.

(c) Except as otherwise indicated herein, the President is delegated the authority to hire and terminate the Corporation's employees. Within the framework established by the policies or other terms of reference of the Board or its committees approved by the Board, the President is also delegated the authority to determine the remuneration, retirement leave, termination, severance and severance pay or other separation indemnity, suspension for cause or dismissal of employees of the Corporation.

4. MEETINGS OF THE BOARD

(1) Meetings of the Board shall be held at the call of the Chair, either on the Chair's own initiative or at the written request of the President or of three (3) of the other Directors.

(2) A Director may participate in a meeting of the Board or of a committee of Directors by means of such telephone or other communications facilities as permit all persons participating in the meeting to hear each other, and a Director participating in such a meeting by such means is deemed to be present at that meeting.

(3) Notice of any meeting of the Board shall be delivered, mailed, teletyped or faxed or sent by electronic mail to all Directors at their ordinary place of residence or other address as they may designate at least forty-eight (48) hours in advance of the meeting; but failure to give or receive notice, due to inadvertence, shall not invalidate any meeting. A notice of a meeting of Directors need not specify the purpose of or the business to be transacted at the meeting. A Director may in any manner waive notice of or otherwise consent to a meeting of the Board.

(4) Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting.

(5) The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meetings shall be sent to each Director after being adopted, but no other notice shall be required for any such regular meetings.

(6) Matters arising at any meeting of the Board shall be decided by majority of votes. In case of an equality of votes the chair of the meeting shall not be entitled to a casting vote.

(7) The Annual Meeting of the Board shall be held not later than June 30th of each year.

(8) A majority of the Directors in office at any time constitutes a quorum of the Board.

(9) Waiver of Notice

A Director may in any manner waive notice of a meeting of the Board or a Committee. Attendance at a meeting is deemed a waiver of notice of the meeting unless the Director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

4.1 ANNUAL PUBLIC MEETING

Once in each fiscal year and within fifteen months of the previous public meeting, the Corporation shall hold a public meeting in Canada at a place and on a date to be determined by resolution of the Board. Such public meeting may take the form of a communication by electronic means allowing for interaction with the public for the question period.

The President and at least one Director shall attend the public meeting.

The agenda shall include a period for questions and comments from the public.

The Corporation shall provide thirty days' notice of the meeting by publishing the date, time, location, method of participation, and how copies of the most recent annual report of the Corporation may be obtained on the CBC/Radio-Canada website or in such other place as it will come to the notice of the public.

The Corporation may choose to hold its annual public meeting in two distinct parts; one for its Francophone audience/services and one for its Anglophone audience/services. The annual public meeting shall not be complete until both meetings have been held.

5. COMMITTEES

(1) The Board may appoint one or more committees of the Board of Directors, however designated, and assign functions and delegate to such committees any of the powers of the Board except the following:

a) the adoption, amendment and repeal of by-laws;
b) the issuance of securities except as authorized by the Board;
c) the approval of
   i. financial statements and external auditors' reports;
   ii. the capital plan and any amendments thereto;
   iii. any other matters where the approval of the Governor in Council is also required or where the Act explicitly provides for Board approval. .

(2) There shall be the following committees of the Board:

- The Audit Committee
- The Standing Committee on English language Broadcasting
- The Standing Committee on French language Broadcasting
- Any other committee which the Board may approve by resolution.

(3) Committees shall meet at least once a year except when the Act prescribes otherwise. Meetings of Committees shall be held at the call of the chair of such committee, either on the chair's own initiative or at the written request of a committee member.

(i) The Audit Committee

The terms of reference of the Audit Committee shall be determined by the Act and by resolution of the Board from time to time.

The Committee shall consist of not fewer than three and not more than six Directors, none of whom may be Officers or employees of the Corporation. One of the members of the Committee shall be appointed by the Board as chair of the Committee. A majority of members of the Committee shall constitute a quorum.

The Chair, the President, the Corporation's principal financial officer and the internal auditor shall receive notice of and may attend all meetings of the Committee, except where the Committee meets in camera with the external and/or internal auditor or with only members of the Committee present.

The external auditor shall receive notice of and be invited to attend and be heard at all meetings of the Committee, and if so requested by a member of the Committee, the external auditor shall attend any or every meeting of the Committee.

(ii) The Standing Committees on English and French Language Broadcasting

The terms of reference of the Committees shall be determined by resolution of the Board from time to time.

Each Broadcasting Committee shall consist of all members of the Board and unless otherwise indicated these Committees shall sit together. The Chair, or in the absence of the Chair, the President, shall preside at meetings of each Committee. A majority of members of each Committee shall constitute a quorum.

6. FEES AND EXPENSES

Each Director shall be paid fees and expenses in accordance with Schedule “K” attached hereto, and forming part of these By-Laws.

7. OFFICERS AND EMPLOYEES

(1) Officers of the Corporation are appointed by the Board on the recommendation of the President. The powers and duties of such Officers shall be such as the President may specify in their terms of engagement. Their mandate lasts until terminated by the President.

(2) The President is authorized, without Board approval, to appoint one or more officers for any division of the Corporation whose powers and duties shall be specified by the President. Officers of divisions or their sub-units shall not, as such, be Officers of the Corporation.

(3) The employees of the Corporation are bound to respect the Corporation’s Code of Conduct, Policies and these By-Laws.

(4) No Officer or employee of the Corporation employed on a full-time basis shall engage in other work or employment for remuneration or profit, unless expressly authorized to do so by the President or an Officer of the Corporation designated for such purpose by the President or except where such work or employment comes within the provisions of an applicable collective agreement.

(5) Deleted June 2013

(6) The Corporation shall grant a special cash gratuity to employees or former employees of the Corporation for services rendered in accordance with the terms and conditions attached to these By-Laws as Schedule “EE” (former Canadian Marconi and Commission employees).

8. STATEMENTS IN THE NAME OF THE CORPORATION

Statements in the name of the Corporation may be made or issued by the President, by the Chair after consultation with the President, or by those employees of the Corporation designated by the President to do so; this section shall not prevent employees in the course of their employment to make routine statements or releases as required.

9. CONTRACTS WITH THE CORPORATION

Without limiting the scope of the terms of the Corporation's Code of Conduct or the Corporation's other policies, no Officer or employee employed by or in the service of the Corporation shall derive any profit from or have in any way a pecuniary interest, directly or indirectly, in any contract entered into by the Corporation or any work done for the Corporation. Notwithstanding the foregoing, where it appears that an advantage will accrue to the Corporation through the furnishing of goods or services by an Officer or employee by reason of the particular suitability of such goods or services to the requirements of the Corporation, the President or any Officer designated by the President for that purpose may authorize in writing the acquisition of such goods and services.

10. SIGNATURE OF DOCUMENTS

The President or anyone acting in such capacity may sign all contracts and other documents, bonds, debentures, certificates, deeds or other instruments on behalf of the Corporation, and may delegate in writing to Officers or employees of the Corporation, with or without conditions, the authority to sign and execute any such contracts or documents, bonds, debentures, certificates, deeds or other instruments and the authority to sub-delegate in writing such authority, with or without conditions, to other Officers or employees of the Corporation, each of whom may in turn, subject to the conditions applied by the President and the President's delegates, authorize in writing such further delegations, with or without conditions, as he/she may deem appropriate.

The authority delegated by a President or his/her delegate is valid until removed, repealed or otherwise cancelled notwithstanding the fact that a President's authority may have terminated after proper delegation.

The signing officers of the Corporation contemplated by this Section 10 may execute and deliver proxies and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaining to any securities held by the Corporation.

11. AFFIDAVITS, DECLARATIONS, ETC.

The President or the President's nominee is authorized and empowered on behalf of the Corporation:

(a) to appear and make answer to any writ, order or interrogatory upon articulated facts;

(b) to declare for and on behalf of the Corporation in answer to any writ of attachment, garnishment or the like;

(c) to make any necessary affidavit or sworn declaration in connection with any judicial proceeding to which the Corporation is or may be a party;

(d) to attend and vote at any meeting of creditors and to grant proxies in connection therewith; and

(e) generally to act for and on behalf of the Corporation in any similar proceeding or matter.

12. OATH OR SOLEMN AFFIRMATION OF FIDELITY AND SECRECY

Each Officer and each employee of the Corporation who is hired for a period of more than thirteen (13) weeks shall, before entering upon his or her duties, or if re-hired after having performed 13 consecutive weeks, execute a Solemn Declaration in the form prescribed in Schedule "A" attached to these By-Laws, which forms part hereof.

13. MINUTES AND BY-LAWS

(1) The Corporation shall cause to be entered upon the books of the Corporation provided for the purpose the minutes recording meetings of the Board and its committees and the names of those present at meetings of the Board and of its committees.

(2) The Chair, or in his or her absence or incapacity the President, the Secretary or any other Officer designated to keep the minutes of the meetings of the Board or its committees may certify the minutes or copies thereof or extracts therefrom, and may certify any by-law or resolution of the Board or its committees or any copy thereof or extract therefrom.

14. BANKING

All disbursements of the Corporation shall be made from the account or accounts of the Corporation established under the Act and shall be authorized by the Corporation's principal financial officer or acting principal financial officer and by the President or acting President. This authority may be delegated by the President or the Corporation's principal financial officer for a limited period of time.

15. PENSION FUND

(1) The Corporation's Pension Fund is hereby confirmed and continued for the Officers and employees of the Corporation and their dependents, such Pension Fund to be in accordance with the plan attached to these By-Laws as Schedule "B" which forms part hereof, and

(2) For the purpose of administering the Pension Fund made up of money contributed in part out of the money administered by the Corporation and in part by the Officers and employees of the Corporation, there is hereby confirmed and continued a CBC Pension Board of Trustees to consist of those persons to serve as Trustees by virtue of their office with the Corporation as indicated in the Trust Deed attached to these By-Laws as Schedule "C", and in addition those persons whose appointment as Trustees is authorized by resolution of the Board, all of whom shall serve as Trustees under the terms of the Trust Deed attached to these By-Laws as Schedule "C".

(3) The Corporation's Supplemental Pension Plan is hereby confirmed and continued for the Officers and other designated employees of the Corporation and their dependents, such Plan to be in accordance with the plan attached to these By-Laws as Schedule "D"-2003 which forms part hereof.

16. PENSION FUND INVESTMENT

Any part of the Pension Fund may be invested by the CBC Pension Board of Trustees or by fiduciary agents or investment counsel appointed by the CBC Pension Board of Trustees for this purpose.

17. SPECIAL RETIREMENT ALLOWANCE PROGRAM FOR CORPORATE EXECUTIVES

There is hereby confirmed and continued a Special Retirement Allowance Program for Corporate Executives in accordance with the document attached to these By-Laws as Schedule "J" which forms part hereof. After the coming into force of these consolidated By-Laws, only those Corporate Executives approved by the Board will be entitled to the Special Retirement Allowance Program. Any person who, prior to the coming into force of these Consolidated By-Laws, was entitled to the Special Retirement Allowance Program is automatically continued in the Special Retirement Allowance Program.

17.1 VOLUNTARY RETIREMENT INCENTIVE PROGRAM

There are hereby established special gratuity programs to be paid pursuant to the Voluntary Retirement Incentive Program from time to time, the whole as more fully described in Schedules I-2009 and I-2011 attached to these by-laws which shall form part hereof.

18. PENSION AND LIFE INSURANCE SCHEMES FOR LOCALLY-ENGAGED EMPLOYEES IN THE UNITED KINGDOM

Subject to the conditions specified in the minutes of a meeting of the Treasury Board held March 24, 1971, the Board hereby authorizes participation by employees of the Corporation, locally engaged in the United Kingdom, in the pension and life insurance schemes established for employees of the Government of Canada locally engaged in the United Kingdom and Republic of Ireland.

In respect of such of its employees as may elect or be required to participate in the said schemes, the Corporation shall pay all amounts required to be paid by it as employer pursuant to the terms and conditions thereof as set out in Schedules I and II to the minutes of a meeting of the Treasury Board held October 29, 1970, or as the said terms and conditions may be modified from time to time.

19. PENSION, LIFE INSURANCE AND GROUP HEALTH PLANS FOR LOCALLY-ENGAGED EMPLOYEES IN THE UNITED STATES OF AMERICA

Subject to the conditions specified in the minutes of a meeting of the Treasury Board held February 11, 1972, the Board hereby authorizes participation by the employees of the Corporation, locally engaged in the United States, in the pension, life insurance and group health plans for employees of the Government of Canada locally engaged in the United States of America.

In respect of such of its employees as may elect or be required to participate in the said plans, the Corporation shall pay all amounts required to be paid by it as employer pursuant to the terms and conditions of policies 7114-G, 8849-G, and 11795-G, issued to the Government of Canada by Sun Life Assurance Company of Canada, or as the said terms and conditions may be modified from time to time.

20. PENSION PLAN FOR LOCALLY-ENGAGED EMPLOYEES IN FRANCE

The Board hereby authorizes participation by the employees of the Corporation, locally engaged in France, in the pension plan established for employees of the Government of Canada locally engaged in France.

In respect of such of its employees as may elect or be required to participate in the said plan, the Corporation shall pay all amounts required to be paid by it as employer pursuant to the terms and conditions of the contract between the Government of Canada and the "Association générale de retraites par répartition", authorized by the Treasury Board minute number 715031 dated September 20, 1972, or as the said terms and conditions may be modified from time to time.

21. INDEMNITIES TO DIRECTORS AND OTHERS

(1) The following provisions are intended to operate in addition to, and not in place of, any specific provisions of the *Financial Administration Act* or the regulations made pursuant to that *Act* with respect to the indemnification of Directors and Officers of CBC/Radio-Canada: The Corporation may indemnify a present or former Director, Officer or employee of the Corporation, a person who acts or acted at the Corporation's request as a director, trustee, administrator or officer of another Entity against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement, that are reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved by reason of that association with the Corporation or that other Entity . This indemnity includes indemnification against statutorily imposed personal liability of Directors and Officers.

(2) The Corporation may advance moneys to a Director, Officer or other individual for the costs, charges and expenses of a proceeding referred to in subsection (1). The individual shall repay the moneys if the individual does not fulfil the conditions of subsection (3).

(3) The Corporation may not indemnify an individual under subsection (1) unless the individual

(a) acted honestly and in good faith with a view to the best interests of the Corporation or as the case may be , the best interests of the other Entity for which the individual acted as director, trustee, administrator or officer at the Corporation's request; and

(b) in the case of any criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful.

(4) The Corporation may purchase and maintain insurance for the benefit of an individual referred to in subsection (1) against any liability incurred by the individual

(a) in the individual's capacity as a Director or Officer of the Corporation; or

(b) in the individual's capacity as a director, trustee, administrator or officer of another Entity, if the individual acts or acted in that capacity at the Corporation's request.

Current revision: June 2013
Previous revision: May 2013

(5) Despite subsection (1), an individual referred to in that subsection is entitled to indemnity from the Corporation in respect of all costs, charges and expenses reasonably incurred by the individual in connection with the defense of any civil, criminal, administrative, investigative or other proceeding to which the individual is subject because of the individual's association with the Corporation or other Entity as described in subsection (1), if the individual seeking indemnity

(a) was not judged by the court or other competent authority to have committed any fault or omitted to do anything that the individual ought to have done; and

(b) fulfils the conditions set out in subsection (3).

(6) The indemnity of a Director under subsection (1) shall ultimately be decided by the Board in absence of the individual seeking indemnification. For other individuals, the decision to indemnify, the nature and extent of the indemnification shall be decided by the President and Chief Executive Officer pursuant to the policies that the Corporation may adopt from time to time and this By-law.

22. CONFLICT OF INTEREST

The Directors of the Corporation are bound by the Code of Conduct and Conflict of Interest Guidelines, which the Board may approve from time to time, provided, however, that in the event of inconsistency between such Code and this By-Law, the interpretation which best protects the public interest as determined by the Board of Directors shall prevail.

(1) A Director of the Corporation shall disclose in writing to the Corporation or request to have entered in the minutes of a meeting of the Board or of meetings of committees of directors the nature and extent of any interest that he or she has in a material contract or material transaction, whether made or proposed with the Corporation, if the Director:

a) is a party to the contract or transaction,

b) is a director or an officer, or an individual acting in a similar capacity of a party to the contract or transaction; or

c) has a material interest in a party to the contract or transaction.

(2) The disclosure required by subsection (1) shall be made,

(a) at the meeting of the Board at which the proposed contract is first considered;

(b) if the Director was not at the time of the meeting referred to in paragraph (a) interested in the proposed contract or transaction , at the first meeting of the Board after he/she becomes so interested;

(c) if the Director becomes interested after the contract or transaction is made, at the first meeting of the Board after he/she becomes so interested; or

(d) if the Director was interested in the contract or transaction before becoming a Director, at the first meeting of the Board after he/she becomes a Director.

(3) If a material contract or material transaction, whether entered into or proposed is one that, in the ordinary course of the business or activity of the Corporation, would not require approval by the Board, a Director shall disclose in writing to the Corporation or request to have entered in the minutes of a meeting of the Board or of meetings of committees of the Board the nature and extent of his/her interest immediately after the Director becomes aware of the contract or transaction.

(4) A Director required to make a disclosure under subsection (1) shall not vote on any resolution to approve the contract or transaction unless the contract or transaction:

(a) relates primarily to his/her remuneration or benefits as a Director or agent of the Corporation or of an affiliate (as defined in the Canada Business Corporations Act, R.S.1985, c. C-44) of the Corporation;

(b) is for indemnity or insurance pursuant to these By-Laws or the Act otherwise than pursuant clause 21(6) herein; or

(c) is one between the Corporation and an affiliate of the Corporation.

(5) For the purposes of this section, a general notice to the Board by a Director, declaring that he/she is to be regarded as interested, for any of the following reasons in a contract or transaction with a party, is a sufficient declaration of interest in relation to the contract or transaction:

a) the Director is a director or officer, or acting in a similar capacity, of a party referred to in paragraph (1)(b) or (c);

b) the Director has a material interest in the party; or

c) there has been a material change in the nature of the Director's interest in the party.

(6) In this Section, "Board" includes a committee of Directors.

(7) A material contract between the Corporation and one or more of its Directors, or between the Corporation and another person of which a Director is a director or an officer or in which he/she has a material interest, is neither void nor voidable by reason only of that relationship or by reason only that a Director with an interest in the contract is present at or is counted to determine the presence of a quorum at a meeting of the Board that authorized the contract, if the Director disclosed his/her interest in accordance with subsection (2), (3) or (5), as the case may be, and the contract was approved by the Board and it was reasonable and fair to the Corporation at the time it was approved. Without limiting the generality of the foregoing, such Director is not accountable to the Corporation for any profit or gain, such Director realized from such contract.

(8) If, by reason of any matter in which the Corporation is involved, whether or not such matter is to be or has been dealt with by the Board or a committee thereof, there is a material conflict of interest between the role of a Director and his/her role in any other capacity, including but not limited to his/her role as a Trustee of the CBC Pension Board of Trustees, the Director shall, upon becoming aware of such conflict, disclose such conflict in the manner prescribed above.

23. EFFECTIVE DATE

These By-Laws are effective from the date of the resolution of the Directors adopting same and shall continue to be effective unless amended by the Directors and where any provision requires the approval of the Minister on the day such approval is obtained.

Current revision: June 2013
Previous revision: May 2013

s.18(a)

s.18(b)

SCHEDULE D-2003

SUPPLEMENTARY RETIREMENT PLAN (SERP)

1. Eligibility

Are eligible, all employees of the Corporation who are participating in the Canadian Broadcasting Corporation Pension Plan and who are either:

a) participants in the Executive Compensation policy, or
b) designated by the Corporation as being entitled to benefits under this supplementary retirement plan because their pensionable salary rate, at the time of their retirement, produces benefits in excess of the Income Tax Act maximum.

For the purposes of this supplementary retirement plan "pensionable salary rate" shall be as defined in paragraph 3 of Part I and "salary" shall be as defined in paragraph 3 of Part II of the CBC Pension Plan, except that it shall be deemed not to be limited by the Income Tax Act maximum.

2. Benefits

2.1. Normal Retirement Pension

The normal retirement pension shall be payable at age 65. The monthly amount of normal retirement pension payable to an employee upon retirement shall be equal to one-twelfth of 1.3% of the part of the employee's pensionable salary rate which is in excess of the employee's pensionable salary rate utilized to provide retirement benefits under the CBC Pension Plan, multiplied by the number of years and months of his pensionable service.

2.2. Terms and Conditions

Subject to the provisions of Section 9, the benefits payable under this supplementary retirement plan shall be payable under the same terms and conditions as benefits payable under the CBC Pension Plan, except for those sections relating to contributions or portability, and shall include, without limiting the generality of this provision, early retirement reductions, indexation and survivors' benefits as provided under the CBC Pension Plan. Provisions related to Part III of the CBC Pension Plan shall be modified as described in Section 8 of this Plan hereunder.

s.18(a)

s.18(b)

3. Employee Contributions

4. Portability

4.1. No Right to Transfer

Subject to the provisions of Section 9, benefits payable under this supplementary retirement plan shall be payable to an employee, or the surviving spouse or child of an employee, only in the form of periodic payments, or a lump sum if directed by the Corporation in its sole right. No employee, surviving spouse or child shall have the right under this supplementary retirement plan to transfer the value of their benefits to any other vehicle established for the provision of retirement income benefits.

4.2. Transfer In

Pensionable service credited to an employee under the CBC Pension Plan with respect to a transfer of assets to that plan from another plan, shall be recognized as pensionable service under this plan. However, in no event shall this plan accept the transfer of assets from another plan on behalf of an employee.

5. Administration

The President of the Corporation or an Officer of the Corporation designated by the President shall authorize payment of benefits under this supplementary retirement plan. The administration of this supplementary retirement plan will be carried out by a Component of the Corporation designated by the President for that purpose.

6. Funding and Letter of Credit

The Corporation shall not make any contributions to a fund under this supplementary retirement plan with respect to any eligible employee. Payments of any benefits due under this supplementary retirement plan shall be made by the Corporation, out of its general funds.

Notwithstanding the above, the Corporation will maintain in force a letter of credit in an amount deemed to be sufficient to cover the liability under this supplementary retirement plan from time to time.

7. Amendment of Discontinuance

The Corporation reserves the right to amend or to discontinue this supplementary retirement plan at any time. No such amendment or discontinuance shall affect

adversely the benefits accrued to any employee or any employee's spouse or children up to the date of such amendment or discontinuance.

8. Application of Part III of the CBC Pension Plan

8.1 No optional ancillary contributions

Employees shall not be permitted to make optional ancillary contributions to this Plan.

8.2 Transfer of forfeitures

Notwithstanding the second paragraph of subsections 8(3) and 11 of Part III of the CBC Pension Plan, where a member of this Plan has an optional ancillary account balance, as defined under the CBC Pension Plan, which exceeds the pension benefit credit of the optional ancillary benefits that can be provided under the CBC Pension Plan, the member or the member's spouse, as the case may be, may use the excess to elect an increased benefit, as described below, under this Plan.

8.3 Benefits capable of being increased in the event of retirement or termination

8.3.1 Bridge Benefit

A bridge benefit can be provided under the Plan so that the combined bridge benefit under the CBC Pension Plan and this Plan may be equal to the maximum permitted under sub-section 8(1)(b)(i) and (ii), without regard to sub-section (iii), of Part III of the CBC Pension Plan.

8.3.2 Pensionable salary rate

The combined normal retirement pension payable under Part I or Part II of the CBC Pension Plan, and payable under section 2.1 of this Plan may be increased in accordance with subsection 8(1)(c) of Part III, without regard to the restriction on "pensionable salary rate" in the last paragraph of subsection 3(la) of Part I or "salary" in the last paragraph of sub-section 3(v) of Part II of the CBC Pension Plan.

8.4 Benefits capable of being increased in the event of pre-retirement death or disability

In the event that a member of this Plan dies before pension commencement or becomes entitled to a disability pension in accordance with section 7(2) of Part I or Part II of the CBC Pension Plan and the member's optional ancillary account, as defined under the CBC Pension Plan, exceeds the pension benefit credit of the optional ancillary benefits that can be provided under the CBC Pension Plan, the excess may be applied to increase such benefits under this plan, to the extent permitted by the Income Tax Act, except that any limitations on salary or on total lifetime and bridge benefits shall not apply.

s.18(a)

s.18(b)

8.5 Purchase of benefits

The cost of purchasing such additional optional ancillary benefits under this Plan shall be equal to the pension benefit credit of the optional ancillary benefits in respect of optional ancillary benefits elected under this Plan.

The benefits described in Section 8.3 or 8.4 above may be increased to the extent of the balance in the member's optional ancillary account, after utilizing the maximum available optional ancillary benefits under the CBC Pension Plan.

Benefits cannot be increased beyond the maximum amount set out in subsections 8.3 and 8.4 above, even if there are still funds available in the member's optional ancillary account. Such excess funds shall be forfeited.

In any event, the balance in the member's optional ancillary account after purchasing the maximum optional ancillary benefits under the CBC Pension Plan shall be reallocated from the member's account in the pension fund to the unallocated assets in respect of the CBC Pension Plan in the pension fund.

9. Additional benefit

9.1 Purpose and Eligibility

The purpose of this Section 9 is to provide eligible employees as described below with an additional benefit for service from January 1, 2000 onward on retirement.

All employees of the Corporation who are participating in the CBC Pension Plan and who are participants in the Executive Compensation policy shall be eligible for benefits under this provision. However, no benefit shall be payable to an employee who is terminated for cause by the Corporation. Also, the benefits provided under Section 9.2 will be paid only with the consent of the Corporation in the case the employee elects to retire prior to becoming eligible for an unreduced pension under the CBC Pension Plan. Such consent may or may not be granted at the sole discretion of the Corporation.

9.2 Benefits

This pension shall be payable under the same terms and conditions as benefits payable under this supplementary retirement plan, including, without limiting the generality of this provision, early retirement eligibility, indexation and survivors' benefits.

The actuarial basis used to determine the above actuarial value shall be determined by the Corporation, based on the advice of the actuary.

9.3 Optional forms of payment

Notwithstanding the provisions of Section 9.2, at the Corporation's option and subject to the employee's approval, the benefits described in Section 9.2 above may be replaced by:

(i) a lump sum amount equal to the actuarial value of the lifetime pension described in Section 9.2, or

(ii) a temporary annuity of a term not exceeding five years, the actuarial value of which is equal to the actuarial value of the lifetime pension described in Section 9.2

9.4 Benefits on death, disability or termination

In the event of the death of the employee prior to retirement or retirement by reason of disability, the employee or employee's spouse as the case may be will be entitled to benefits as described above. Where the employee dies before retirement without a spouse, as defined under the CBC Pension Plan, the benefit will be paid in a lump sum to the employee's beneficiary or estate.

Where an employee terminates his employment with the Corporation before being eligible to a pension from the CBC Pension Plan, no benefit shall be paid in respect of this Section 9.

s.18(a)

s.18(b)

SCHEDULE "J"
Effective January 30, 2001
Amended September 23, 2003
Amended and approved: September 1, 2006

SPECIAL RETIREMENT ALLOWANCE PROGRAM FOR CORPORATE EXECUTIVES

1. Eligibility

An officer or employee is eligible for this schedule if such officer or employee occupies, on or after January 1, 1991, any eligible position and voluntarily ceases to be an officer or employee of the Corporation, provided that at the time the officer or employee ceases to be an officer or employee of the Corporation, he/she has a minimum of two years of service in any eligible position or positions. An eligible position is defined as the position of President, as described in the Broadcasting Act, or that of full-time officer (altogether " Corporate Executive") designated by the CBC Board of Directors pursuant to By-Law 17 of the Corporation to whom the benefit of this allowance has been extended (hereafter a "Qualified Corporate Executive").

1.1 It is a condition precedent to participation in this Schedule J that the Qualified Corporate Executive participate in the CBC pension Plan; however eligible officers or employees who do not participate in the CBC Pension Plan may receive benefits equivalent to those available from the plan by participating employees, by executing a contract with the Corporation.

2. Benefits

The special retirement allowance shall be payable under the same terms and conditions as benefits payable under the CBC Pension Plan, except for those sections relating to a return of contributions or transfer values, and shall include without limitation actuarial reductions, indexation and survivors' benefits as provided under the CBC Pension Plan.

s.18(a)

s.18(b)

2.1 Additional benefits payable to Qualified Corporate Executives participating on July 1, 2006 or other Qualified Corporate Executives designated by the Board

The provisions of this section 2.1 apply only to Qualified Corporate Executives who were participating in this plan on July 1, 2006 or to any other Qualified Corporate Executive so designated by resolution of the Board on the recommendation of the President and CEO.

s.18(b)

s.18(a)

3. Public Service Superannuation Act

If a Qualified Corporate Executive has not been a contributor to the CBC Pension Plan by reason of his/her having been a contributor under the Public Service Superannuation Act while he/she was an employee or officer of the Corporation, for the purpose of determining the benefits under this program, such benefits shall be computed as though the CBC Pension Plan had been in effect and that this individual shall be deemed to be governed by the provisions of the CBC Pension Plan for purposes of this program.

4. Administration

The President of the Corporation or an Officer of the Corporation designated by the President shall authorize payment of benefits under this program. The administration of this program will be carried out by a Component of the Corporation designated by the President for that purpose.

5. Funding

The Corporation shall not make any contributions to a fund under this program with respect to any eligible employee. Payment of any benefits due under this program shall be made by the Corporation, out of its general funds.

6. Limitations

No benefits under this Schedule are payable to an officer or employee who is receiving benefits under either former Schedule "D" [1] (Supplementary Pension Plan) as it existed prior to August 26, 1991 or former Schedule "I" [2] (Early Retirement Incentive Program) of the CBC By-laws. This benefit cannot accelerate eligibility for CBC Pension Plan benefits by lowering age and service thresholds.

The Corporation considers it necessary to and does reserve the right to amend this program from time to time or to discontinue this program. Such amendment or discontinuance shall not affect adversely any benefits which have or may become payable to or in respect of an officer or employee who ceases to be an officer or employee prior to the date of such amendment or discontinuance.

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[1] Schedule "D" was deleted August 26, 1991. An unrelated Schedule D-2001 was adopted in 2001 and revised on September 23, 2003 and re-named Schedule D-2003.

[2] Schedule "I" was deleted November 6, 1998.