



**3.02 Commuted Value**, in relation to any employee, means the aggregate value at a particular time of that employee's pension entitlements under the Plan. This value shall be determined in accordance with the Canadian Institute of Actuaries' Standard of Practice for Determining Pension Commuted Values, as amended or revised from time to time. In no event will the Commuted Value so calculated be less than the amount required under the British Columbia Pension Benefits Standards Act.

**3.03 (a) Credited Service** means the total of the following periods on the Company rolls as an employee except any such periods after December 31 of the calendar year in which the employee attains 71 years of Age and subject to the prescribed compensation limits set out in Regulation 8507(2) of the Income Tax Act (Canada) relating to periods of temporary absence:

- (i) time actually worked by an employee for the Company;
- (ii) time spent by the employee on the Basic Sick Leave Plan or the Long Term Disability Plan of the Company;
- (iii) time spent by the employee on Workers' Compensation Board benefits arising out of or in the course of employment with the Company; and
- (iv) time spent on selected approved leaves of absence designated in writing as Credited Service under the Plan by the Company, provided that: (1) benefits do not accrue under another pension plan during the leave; and (2) leaves for local union purposes do not exceed three years; and (3) leaves for other purposes do not exceed two years.

(b) Credited Service will be calculated in completed years and days, rounded to three decimal places (e.g. 20 years and 215 days =  $20 + 215/365 = 20.589$ ) and all references to Credited Service throughout the Plan means Credited Service calculated on this basis.

**3.04 Dependent** shall have the meaning prescribed under Regulation 8500(1) of the Income Tax Act (Canada).

As of January 11, 2007, the definition of "dependent" under the Income Tax Act (Canada) was as follows:

"dependent" of an individual at the time of the individual's death means a parent, grandparent, brother, sister, child or grandchild of the individual who, at that time, is both dependent on the individual for support and

- (a) under 19 years of age and will not attain 19 years of age in the calendar year that includes that time,
- (b) in full-time attendance at an educational institution, or
- (c) dependent on the individual by reason of mental or physical infirmity;"

**3.05 Designated Beneficiary**, in relation to an employee, a former employee who is entitled to a Deferred Vested benefit under Article 10.08 or a pensioner, means a person, other than his or her Spouse, designated by that employee, former employee or pensioner, in writing to be his or her Designated Beneficiary subject to and in accordance with Article 14.08.

**3.06 Eligibility Service** means Credited Service as defined in Article 3.03 plus

- (a) time worked for Kootenay Engineering Company Limited, if not included in Credited Service; and
- (b) time worked for the Company for which a lump sum payment has been made from the Plan or any other pension plan of the Company or for which the Company has made a payment to the employee at the time of severance in recognition of unvested service, i.e. a payment in lieu of entitlement for a Deferred Vested benefit as described in Article 10.08 of the Plan.

**3.07 Spouse**, in relation to an employee, or a former employee who is entitled to a Deferred Vested benefit under Article 10.08, means:

- (a) a person who at the Relevant Time was married to that employee and who, if living separate and apart from that employee at the Relevant Time, did not live separate and apart from that employee for longer than the 2 year period immediately preceding the Relevant Time, or
- (b) if Article 3.07 (a) does not apply, a person who was living and cohabiting with that employee in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, and who had been living and cohabiting in that relationship for a period of at least 2 years immediately preceding the Relevant Time:

where "**Relevant Time**" means:

- (i) the employee's death in service, or
- (ii) the former employee's death after termination of service but before commencement of a Deferred Vested benefit, or
- (iii) commencement of the former employee's Deferred Vested benefits, or
- (iv) the employee's retirement;

as the case may be.

In any circumstance in which the Company is required to pay benefits to two or more persons (such as an employee and a spouse or two or more persons who each qualify as the spouse of an employee) in respect of the same period of service of an employee, former employee or pensioner, the combined value of the benefits may not exceed the total value of the benefits if payable to only one person with respect to that period of service.

In the event of a dispute over entitlement under this Article 3.07, then whether a person qualifies as a Spouse under this Article 3.07 must be established to the satisfaction of the Company.

#### **ARTICLE 4. NON-DUPLICATION OF BENEFITS**

**4.01** Notwithstanding any other term of the Plan, if an individual is entitled to benefits under any other pension plan of the Company for any part of the Credited Service used to determine benefits under the Plan, then monthly benefits will be payable under the Plan (for that part of the Credited Service) only to the extent that they exceed the monthly benefit payable under the other plan.

**4.02** Notwithstanding any other term of the Plan, Credited Service shall not include any period of service for which a lump sum payment has been made from the Plan or any other pension plan of the Company or for which the Company has made a payment to the employee at the time of severance in recognition of unvested service, such as a payment in lieu of entitlement for a Deferred Vested benefit as described in Article 10.08 of the Plan.

#### **ARTICLE 5. COST OF THE PLAN**

**5.01** The full cost of the benefits herein described will be borne by the Company.

#### **ARTICLE 6. NO OBLIGATION UNTIL THE PLAN ACCEPTED**

**6.01** There shall be no obligation whatsoever on the Company under the Plan unless and until the amendments to the Teck Metals Ltd. Pension Plan (referred to in Article 15 hereof) are accepted and only so long as the said amended plan continues to be accepted by the Minister of National Revenue so as to enable the Company to deduct all payments made hereunder from its income for income tax purposes in accordance with the Income Tax Act (Canada).

#### **ARTICLE 7. EXCLUSIONS**

**7.01** It is specifically agreed in accordance with subsection 50(4) of the Labour Relations Code that the operation of subsections 50(2) and 50(3) are hereby excluded and shall not be applicable to the Plan.

#### **ARTICLE 8. ADMINISTRATION OF THE PLAN**

**8.01** The Company shall designate an individual or group of individuals as the administrator of the pension plan and pension fund.

The administrator shall exercise the degree of care that a person of ordinary prudence would exercise in dealing with the property of another person.

Without limiting the generality of the foregoing, an administrator or agent thereof who in fact possesses, or by reason of profession or business ought to possess, a particular level of knowledge or skill relevant to the administration of a pension plan or pension fund shall employ that particular level of knowledge or skill in the administration of the pension plan or pension fund.

**8.02** There shall be a Joint Pension Committee to share information, to carry out duties and to resolve differences related to the administration of the Plan. This Joint Pension Committee shall be structured and governed as set out in the Joint Pension Committee Agreement, 2008.

**8.03** Except as provided in Article 8.04, all differences between the parties bound by or subject to the Plan concerning the interpretation, application, operation or any violation of the Plan shall be initially referred to the Joint Pension Committee for resolution. Failing resolution by the Joint Pension Committee, then the difference shall be referred to an arbitrator, agreed upon by the parties to the Plan. Failing an agreement on the choice of an arbitrator, the Superintendent of Pensions designated under section 2 of the British Columbia Pension Benefits Standards Act shall, at the request of either party to the Plan, appoint an arbitrator and the person appointed by the Superintendent shall be deemed appointed in accordance with the Plan or under subsection 62(2) of the British Columbia Pension Benefits Standards Act, as the case may be.

**8.04** If at least 20% (the "Disputing Parties") of the members and former members of the Plan, surviving spouses who are in receipt of a benefit, former spouses who are in receipt of a benefit, designated beneficiaries who are in receipt of a benefit, and personal representatives of the estate of deceased members or former members where the estate is in receipt of a benefit dispute an action or proposed action respecting any matter referred to in section 62(1) of the British Columbia Pension Benefits Standards Act, then the difference shall be referred to an arbitrator, agreed upon by the Company and the Disputing Parties. Failing an agreement on the choice of an arbitrator, the Superintendent of Pensions designated under section 2 of the British Columbia Pension Benefits Standards Act shall, at the request of either the Company or the Disputing Parties, appoint an arbitrator and the person appointed by the Superintendent shall be deemed appointed in accordance with the Plan or under subsection 62(2) of the British Columbia Pension Benefits Standards Act, as the case may be.

## **ARTICLE 9. BENEFIT DEFINITIONS**

**9.01 Basic Retirement Benefit.** As of the effective date of the Plan (June 1, 2012) and thereafter as provided below, a monthly amount equal to the following corresponding amount multiplied by years of Credited Service:

- (a) on or after June 1, 2012 \$ 70.00 per month;
- (b) on or after June 1, 2013 \$ 72.00 per month;
- (c) on or after June 1, 2014 \$ 74.00 per month;
- (d) on or after June 1, 2015 \$ 76.00 per month; or
- (e) on or after June 1, 2016 \$ 78.00 per month.

except that:

- (f) for an employee who retires between November 1, 2012 and May 31, 2013, the employee shall receive the Basic Retirement Benefit rate in effect at the date of retirement. The employee's Basic Retirement Benefit shall increase effective June 1, 2013 by recomputing the Basic Retirement Benefit using a benefit rate of \$72.00;
- (g) for an employee who retires between January 1, 2014 and May 31, 2014, the employee shall receive the Basic Retirement Benefit rate in effect at the date of retirement. The employee's Basic Retirement Benefit shall increase effective June 1, 2014 by recomputing the Basic Retirement Benefit using a benefit rate of \$74.00;

- (h) for an employee who retires between January 1, 2015 and May 31, 2015, the employee shall receive the Basic Retirement Benefit rate in effect at the date of retirement. The employee's Basic Retirement Benefit shall increase effective June 1, 2015 by recomputing the Basic Retirement Benefit using a benefit rate of \$76.00; and
- (i) for an employee who retires between January 1, 2016 and May 31, 2016, the employee shall receive the Basic Retirement Benefit rate in effect at the date of retirement. The employee's Basic Retirement Benefit shall increase effective June 1, 2016 by recomputing the Basic Retirement Benefit using a benefit rate of \$78.00; or
- (j) an employee elects prior to or at the time of his or her retirement in accordance with Article 10.07(b) to have his or her Basic Retirement Benefit be actuarially reduced.

**9.02 Early Retirement Supplement.** As of the effective date of the Plan (June 1, 2012) and thereafter as provided below, a monthly amount equal to the following corresponding amount multiplied by years of Credited Service:

- (a) on or after June 1, 2008      \$ 25.00.

This amount will not be paid for any month after the month in which the employee reaches the Age of 65.

**9.03 Single Life Pension Benefits** means the actuarial equivalent of an employee's Basic Retirement Benefit under either Article 10.01A, 10.01B, 10.02, 10.03 or 10.04, as applicable, as at the date of that employee's retirement.

## **ARTICLE 10. BENEFITS**

### **10.01A Normal Retirement**

An employee retiring upon attaining 65 years of Age will be entitled to the Basic Retirement Benefit unless the employee qualifies for and has elected to receive Single Life Pension Benefits in accordance with Article 11, when Article 11 shall apply.

### **10.01B Extended Retirement**

(a) An employee who retires after attaining 65 years of Age will be entitled to the Basic Retirement Benefit unless the employee qualifies for and has elected to receive Single Life Pension Benefits in accordance with Article 11, when Article 11 shall apply.

(b) An employee who continues in employment with the Company past December 31 of the calendar year in which the employee attains 71 years of Age shall be deemed to retire on December 31 of the calendar year in which the employee attains 71 years of Age unless the employee qualifies for and has elected to receive Single Life Pension Benefits in accordance with Article 11, when Article 11 shall apply.

### **10.02 Unreduced Early Retirement**

An employee retiring after attaining 58 years of Age with at least 30 years of Eligibility Service will be entitled to the Basic Retirement Benefit, unless the employee qualifies for and has

elected to receive Single Life Pension Benefits in accordance with Article 11, when Article 11 shall apply, plus the Early Retirement Supplement.

#### **10.03 Reduced Early Retirement**

An employee retiring after attaining 55 years of Age with at least 20 years of Eligibility Service will be entitled to a reduced Basic Retirement Benefit, unless the employee qualifies for and has elected to receive Single Life Pension Benefits in accordance with Article 11, when Article 11 shall apply, plus a reduced Early Retirement Supplement.

Unless the employee qualified for and has elected to receive Single Life Pension Benefits in accordance with Article 11, the reduction in each of these benefits will be 0.5 % for each month from the month of retirement until the earliest month in which the employee could have retired with unreduced benefits under Article 10.01 or 10.02 above if that employee had remained an active employee.

#### **10.04 Statutory Early Retirement**

An employee retiring after attaining 55 years of Age with at least 5 years of Eligibility Service or 2 years of Credited Service, if earlier, but before reaching the date when that employee would be eligible for Normal Retirement, Unreduced Early Retirement or Reduced Early Retirement, will be entitled to an actuarially reduced pension equivalent to the Basic Retirement Benefit payable at the earliest unreduced date unless the employee qualifies for and has elected to receive Single Life Pension Benefits in accordance with Article 11, when Article 11 shall apply, plus the actuarially reduced Early Retirement Supplement (if applicable) accrued to the date of that employee's retirement and payable at the earliest retirement date, up to the compensation limitation for retirement benefits as set out in Regulation 8503(3)(c) of the Income Tax Act (Canada).

#### **10.05 Early Retirement Windows**

Under special circumstances where redundancies occur due to reasons such as a curtailment in operations or automation, the Company and the Union may agree to temporarily vary the benefit definitions in Article 9 of the Plan and the terms of Unreduced Early Retirement and Reduced Early Retirement set out in Articles 10.02 and 10.03. Any such variations shall either be included as part of this Article 10.05 or be agreed to by the parties by means of an amendment to the Plan. All such variations will be submitted to Canada Revenue Agency for approval.

#### **10.06 Pre-Retirement Death**

- (a) If an employee dies prior to retirement with:
- (i) at least 15 years of Eligibility Service; or
  - (ii) an Age plus Eligibility Service total of 60 or more and at least 10 years of Eligibility Service,

the Spouse of such an employee will be entitled to 60% of the employee's Basic Retirement Benefit based on his or her actual Credited Service at the date of death, commencing on the death of the employee and payable for the Spouse's remaining life time.

If the employee does not have a Spouse at the date of death, then the employee's Dependent will be entitled to 60% of the employee's Basic Retirement Benefit, based on the deceased employee's actual Credited Service at date of death, commencing upon the death of the employee and payable until the date such person ceases to qualify as a Dependent.

If the employee has more than one Dependent at the date of death, then the benefit will be paid to the Dependents jointly under this Article 10.06(a), such that the total initial pension payable to all persons who qualify as Dependents totals 60% of the deceased employee's Basic Retirement Benefit. The benefit payable to each Dependent shall be payable until the date such person ceases to qualify as a Dependent. For clarity, no portion of a benefit payable to a Dependent may revert to another Dependent after the initial allocation of the benefit is determined.

In no event shall a benefit payable to a Spouse under this Article 10:06(a) be less in value than the benefit described in Article 10.06(b) below. In no event shall the total benefits payable to one or more Dependents under this Article 10.06(a) be less in value than the benefit described in Article 10.06(c) below, assuming that such Dependents were designated as the Designated Beneficiary of the benefit described in Article 10.06(c).

- (b) If an employee who has 5 or more years of Eligibility Service or 2 or more years of Credited Service, if earlier, dies, the surviving Spouse of that employee will be entitled to a lump sum payment equal to 60% of the Commuted Value of the employee's accrued pension in respect of Credited Service after December 31, 1992.
- (c) If an employee who has 5 or more years of Eligibility Service or 2 or more years of Credited Service, if earlier, dies without a Spouse, a lump sum payment equal to 60% of the Commuted Value of the employee's accrued pension in respect of Credited Service after December 31, 1992, will be made to the employee's Designated Beneficiary or if there is no Designated Beneficiary, that employee's estate.

*new \** **10.07 Post-Retirement Spouse Protection**

- (a) Unless Article 10.07(b) applies, when a pensioner dies, the Spouse of that pensioner at the date of that pensioner's retirement will, upon the death of the pensioner, be entitled to 60% of that pensioner's Basic Retirement Benefit.
- (b) If an employee prior to or at the time of his or her retirement delivers to the Company a written signed election confirming that:
  - (i) that his or her Basic Retirement Benefit is to be actuarially reduced while that employee is a pensioner;
  - (ii) that employee's Spouse at the date of that employee's retirement is to receive 66 2/3% of that employee's actuarially reduced Basic Retirement Benefit upon his or her death rather than 60% of the Basic Retirement Benefit as described in Article 10.07(a); and
  - (iii) that the incremental 6 2/3% entitlement described in Article 10.07 (b)(ii) is to be completely financed by the actuarial reduction made to the pensioner's Basic



Retirement Benefit described in Article 10.07(b)(i) and at no cost to the Company:

then that employee's Spouse at the date of that employee's retirement will, upon the death of that employee/pensioner, be entitled to 66 2/3% of that pensioner's actuarially reduced Basic Retirement Benefit.

#### **10.08 Deferred Vested**

If an employee who has 5 or more years of Eligibility Service or 2 or more years of Credited Service, if earlier, ceases to be an employee (as defined in Article 1) prior to becoming eligible to retire, such person shall be entitled to a Deferred Vested benefit at the earliest date that he or she would have been entitled to benefits under Article 10.01A or 10.02 above, had he or she continued to be covered by the Plan.

The amount of such benefit, subject to the compensation limitation for retirement benefits as set out in Regulation 8503(3)(c) of the Income Tax Act (Canada), will be the Basic Retirement Benefit plus the Early Retirement Supplement accrued to the date that he or she ceased to be an employee.

Application for the Deferred Vested benefit must be made not earlier than one year prior to the date on which the payments are due to commence. A waiver of the 60% benefit by a Spouse must be made not earlier than 90 days prior to the date that the Deferred Vested benefit is due to commence.

Payment of the Deferred Vested benefit may commence at any time after the employee has attained Age 55. In such case the amount of the monthly pension payments shall be reduced so as to be actuarially equivalent to the deferred pension the individual was entitled to receive.

#### **10.09 Deferred Vested Spouse and Beneficiary Protection**

Where a former employee who is entitled to Deferred Vested benefit under Article 10.08 dies, then:

- (a) if the surviving Spouse waived his or her entitlement to a 60% entitlement as provided in Article 10.08, provided that at the date when that former employee terminated service, the former employee had met the Age and Eligibility Service requirements set out in Article 10.06(a), his or her surviving Spouse will be entitled to a benefit of one-half of his or her Basic Retirement Benefit commencing on the date that the former employee's Deferred Vested benefit would have commenced; or
- (b) provided that at the date when that former employee terminated service, the former employee had met the Age and Eligibility Service requirements set out in Article 10.06(a), his or her surviving Spouse will be entitled to a benefit of 60% of his or her Basic Retirement Benefit commencing on the date that the former employee's Deferred Vested benefit would have commenced, but not less in value than the benefit described in Article 10.09(c) below; or
- (c) if at the date when that former employee terminated service, that former employee had not met the Age and Eligibility Service requirements set out in Article 10.06(a), the surviving Spouse of that former employee will be entitled to a lump sum payment of the Pre-retirement Death benefit equal to 60% of the Commuted Value of the former

employee's accrued pension in respect of Credited Service after December 31, 1992;  
or

- (d) if the former employee dies without a Spouse, a lump sum payment of the Pre-retirement Death benefit, equal to 60% of the Commuted Value of the former employee's accrued pension in respect of Credited Service after December 31, 1992, will be made to the former employee's Designated Beneficiary or if there is no Designated Beneficiary, to that former employee's estate.

#### **10.10 Portability**

Subject to Article 10.11, an individual who has become entitled to a Pre-retirement Death benefit under Article 10.06, a Deferred Vested benefit under Article 10.08 or Article 10.09 or a Reduced Early Retirement benefit under Article 10.03, may elect, subject to the Income Tax Act (Canada) and its related regulations and administrative rules and to the British Columbia Pension Benefits Standards Act, in lieu of the benefit, to transfer the whole of the Commuted Value of this benefit to:

- (a) another registered pension plan, if that plan so permits;
- (b) an insurance company for the purchase of an immediate or deferred life annuity;
- (c) a locked-in registered retirement savings plan as defined in the British Columbia Pension Benefits Standards Act and its related Regulations;
- (d) a Life Income Fund (LIF) as defined under the British Columbia Pension Benefits Standards Act; or
- (e) such other vehicle as permitted by the British Columbia Pension Benefits Standards Act and the Income Tax Act (Canada):

provided that the administrator of such recipient plan agrees in writing to administer such transferred benefit in accordance with the British Columbia Pension Benefits Standards Act and the Income Tax Act (Canada).

The Company will calculate:

- (i) the Commuted Value of the Spouse's Pre-retirement Death benefit as of the date of death of the employee and provide the information to the Spouse within 30 days after the Company has received a notarized copy of the death certificate respecting the death of the employee; and
- (ii) the Commuted Value of the Deferred Vested benefit as at the date of the individual's termination of employment and provide the information to the former employee within 90 days of the termination of employment.

In the event that the payment of a Commuted Value under this Article is delayed beyond four months after the death of the employee or the former employee's termination, as the case may be, the Company will re-calculate the Commuted Value at that time and the Company will notify the Spouse or former employee, as the case may be, of the revised amount.

An election by a Spouse or former employee must be made not later than 90 days after the date the Company provides notice of the amount of the Commuted Value.

Where an individual elects a transfer under this Article, the amount transferred shall be the Commuted Value of the benefit, plus interest from the date used in the Commuted Value calculation to the date of the transfer. Interest shall be calculated using the same interest rate per annum as used in Commuted Value calculation.

The Company shall transfer the Commuted Value within 60 days after receiving all forms required providing the individual's direction.

It is agreed that, notwithstanding the provisions of Article 2.03, the Company may offer former employees who are entitled to a Deferred Vested benefit under the Plan or any predecessor plan, an option to elect a Commuted Value in lieu of the Deferred Vested benefit.

If an employee has become entitled to a Deferred Vested benefit under Article 10.08 and the total Commuted Value of this benefit is equal to or less than 20% of the "Year's Maximum Pensionable Earnings" under the Canada Pension Plan for that calendar year (the "YMPE"), the Company may at its option require this former employee to transfer the whole of the Commuted Value of this benefit to another registered vehicle as described in paragraphs (a) to (e) of this Article 10.10.

#### **10.11 Locking In Exceptions**

(a) Where:

- (i) any benefit entitlement would, upon application to purchase an annuity, provide annual instalments of less than 10% of that YMPE established each year under the Canada Pension Plan as may be amended from time to time (or such other amount, as may be permitted in accordance with both the British Columbia Pension Benefits Standards Act and the Income Tax Act (Canada), or under any superseding legislation); or
- (ii) where the value of the pension is less than 20% of the YMPE under the Canada Pension Plan for the year of the earlier of termination of membership, death or retirement:

the Company shall, if requested by the employee, former employee, his or her Spouse, Designated Beneficiary or estate, as applicable, distribute the whole of the Commuted Value of that benefit as a lump sum cash settlement to the employee, former employee, his or her Spouse, Designated Beneficiary or estate, as applicable.

- (b) Where an individual has become entitled to a Pre-retirement Death benefit under Article 10.06 or to a Deferred Vested benefit under Article 10.08 or Article 10.09 and has resided outside of Canada for two or more years and become a non-resident of Canada, then that individual may elect to receive the whole of the Commuted Value of that benefit as a lump sum cash settlement or to transfer the whole of the Commuted Value of that benefit to a registered retirement savings plan, provided that the appropriate forms are completed and filed as required by the Company and the British Columbia Pension Benefits Standards Act.

- (c) Where an employee or a person entitled to a Deferred Vested pension under Article 10.08 has a shortened life expectancy, then that employee or person may elect to commute the whole of the pension entitlement. In order to commute a pension entitlement under this Article, a medical practitioner must certify that the employee or person entitled to a Deferred Vested pension under Article 10.08 has a physical disability that is likely to considerably shorten that employee's or person's life expectancy. If the employee or person entitled to a Deferred Vested pension under Article 10.08 has a spouse, the commutation can only be completed if the Spouse waives entitlements in the proper manner and completes and files appropriate forms as required by the British Columbia Pension Benefits Standards Act.
- (d) Notwithstanding Article 10.10, if:
  - (i) the Commuted Value described in Article 10.10 includes a portion for service accrued prior to January 1, 1993, then the Commuted Value for that benefit accrued may be transferred to a registered retirement income fund; and
  - (ii) the portion of the Commuted Value of the benefit accrued after December 31, 1992 is less than 2% of the YMPE, then the whole of the Commuted Value of that benefit accrued may be transferred to a registered retirement income fund.

*new* \* **ARTICLE 11. SINGLE LIFE PENSION BENEFITS OPTION**

*100% payout of remaining amount to beneficiary*

**11.01** An employee without a Spouse at the time of his or her retirement has the right to receive Single Life Pension Benefits as defined in Article 9.03 instead of the Basic Retirement Benefit that employee would have received under either Article 10.01A, 10.01B, 10.02, 10.03 or 10.04, as applicable, upon his or her retirement, provided that the employee:

- (a) delivers notice in writing to the Company of his or her election to receive Single Life Pension Benefits at least 30 days prior to that employee's date of retirement;
- (b) the notice of election described in Article 11.01(a) sets out whether the employee elects to have his or her Single Life Pension Benefits payable, for:
  - (i) the greater of the retiring employee's remaining life time and 60 monthly payments; or
  - (ii) the greater of the retiring employee's remaining life time and 120 monthly payments; or
  - (iii) the greater of the retiring employee's remaining life time and 180 monthly payments; and
- (c) is not participating in, or has not elected to participate in, Early Retirement Leave under Article 12.

**11.02** If an employee who has elected to receive Single Life Pension Benefits dies prior to his retirement, that employee's death will be treated as the death of an active employee and no Single Life Pension Benefits in accordance with Article 11.01 will be payable.

**11.03** An employee who has elected to receive Single Life Pension Benefits may change his or her Designated Beneficiary designation from time to time, including after his or her retirement.

**11.04** If a pensioner, who is receiving Single Life Pension Benefits in accordance with Article 11.01, dies prior before receiving all of his monthly payments, payments of the remaining Single Life Pension Benefits shall be made to that pensioner's Designated Beneficiary or if there is no Designated Beneficiary, to that pensioner's estate monthly commencing from and including the month following the death of the pensioner.

**11.05** A Designated Beneficiary, the estate of a pensioner's estate or the estate of a Designated Beneficiary, who is entitled to be paid monthly payments under Article 11.04, may elect, by delivering written notice of his, her or its election to the Company, to receive in lieu of the remaining monthly payments, a lump sum settlement equal to the Commuted Value of the remaining outstanding monthly payments, less applicable taxes.

## **ARTICLE 12. RETIREMENT PLANNING OPTION**

**12.01** An employee:

(a) who is eligible for Unreduced Early Retirement as defined in Article 10.02 above; and

(b) who has not elected to receive Single Life Pension Benefits in accordance with Article 11:

may, entirely at his or her own option, elect to apply for Early Retirement Leave.

Early Retirement Leave is designed to provide employees with an opportunity to assess retirement conditions before actual retirement. However, no restrictions are placed on the manner in which this option is utilized.

Early Retirement Leave will be available to eligible employees during the period October 1 to the following April 30, provided that application is made prior to the preceding July 1. The length of leave available will be dependent on the employee's Age as follows:

<b>Age</b>	<b>Duration</b>
60	4 weeks
61	4 or 8 weeks
62	4, 8 or 12 weeks
63	4, 8, 12, 16 or 20 weeks
64	4, 8, 12, 16, 20 or 24 weeks

Remuneration during Early Retirement Leave will be equal to the benefits which would have been available under Article 10 above, if the employee had retired on the July 1 preceding the leave Time on Early Retirement Leave will be included in Credited Service.

### **ARTICLE 13. MAXIMUM BENEFIT**

**13.01** The total pension benefit payable under the Plan and any other pension plan of the Company that is registered under the Income Tax Act (Canada) will not exceed the maximum pension benefit provided under the Income Tax Act (Canada) and its related regulations and administrative rules, as described in the Teck Metals Ltd. Pension Plan for B.C. Unionized Employees, including the restrictions found in Regulation 8503(2)(b) relating to bridging benefits and in the Plan, particularly:

- (a) for periods of temporary absence (Article 3.03), the limits found in Regulation 8507(2); and
- (b) for early retirement benefits (Articles 10.04, 10.05 and 10.08), the restrictions found in Regulation 8503(3)(c).

### **ARTICLE 14. GENERAL PROVISIONS**

**14.01** Benefits under the Plan, where applied for and payable, will be paid on a monthly basis, on the last day of the month for which the benefit is payable.

**14.02** Benefits, other than benefits payable as a result of the death of a pensioner, are first payable for that portion of the month, if any, which follows:

- (a) the employee's date of Normal Retirement or the employee's actual date of retirement, if later,
- (b) the employee's date of Early Retirement,
- (c) the date the deferred benefit first becomes payable, or
- (d) the date of the employee's death.

The first monthly payment will be equal to the monthly benefit multiplied by the ratio of the days remaining in the month after the above dates to the total days in that month.

**14.03** Except as otherwise provided under the Plan, payment of any benefit will cease with the payment for the month in which death occurs. Benefits payable to the Spouse of a pensioner are first payable for the month after the month in which the pensioner dies.

**14.04** Except as permitted under Article 14.05 and subject to the applicable statutes of the Province of British Columbia and the portability and commutation provisions of any other Article in the Plan, no benefit, right or interest provided under the Plan shall be:

- (a) capable of anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, seizure, attachment or other legal or equitable process; or
- (b) capable of being given as security or surrendered;

and, for the purposes of this Article:

- (c) assignment does not include assignment by the legal representative of a deceased individual on the distribution of the individual's estate; and

- (d) surrender does not include a reduction in benefits to avoid the revocation of the registration of the Plan under the Income Tax Act (Canada) and its related regulations or administrative rules, as amended or restated from time to time.

**14.05** Notwithstanding any other provision of the Plan, in the event of a breakdown of the relationship between spouses, where all or part of a pension benefit of an employee, pensioner or former employee is required to be distributed to his or her Spouse or former Spouse under a court order, an agreement between the spouses or an assignment under an applicable federal or provincial statute, a pension benefit may be adjusted or assigned so that it becomes payable as two separate pensions, one to the employee, pensioner or former employee and the other to his or her Spouse or former Spouse, provided that:

- (a) the aggregate of the Commuted Values of the two pensions is equal to the Commuted Value of the original pension benefit; and
- (b) a subsequent Spouse of the employee, pensioner or former employee will not be entitled to any portion of the assigned pension benefit.

The distribution to a Spouse described above may be by way of payment of a Commuted Value calculated as set out in Article 3.02.

This Article shall not apply to any payments made to an employee, pensioner or former employee or any other person entitled to a benefit arising out of the termination, death or retirement of an employee, pensioner or former employee until the Company has received written notice of such court order, agreement or assignment providing for the adjustment or assignment of a pension benefit.

**14.06** In the Plan words importing a male person include a female person and words importing a female person include a male person.

**14.07** The Plan shall be valued, an actuarial report produced and required contributions established, no less frequently than once every 3 years.

Actuarial valuations shall be established on the basis of actuarial assumptions and methods that are adequate and appropriate, in accordance with actuarial principles which are generally accepted in Canada, and specifically in accordance with the Standards of Practice issued by the Canadian Institute of Actuaries.

Without limiting the generality of the foregoing, unfunded liabilities arising from changes in plan provisions or funding assumptions shall be amortized through special payments over a period not to exceed 15 years; unfunded liabilities which would constitute a Solvency Deficiency (as defined in the British Columbia Pension Benefits Standards Act) shall be amortized through special payments over a period not to exceed 5 years.

**14.08** With respect to the designation of a Designated Beneficiary, any designation is subject to the following provisions:

- (a) except as expressly permitted in Article 11.03, an employee, a former employee who is entitled to a Deferred Vested benefit under Article 10.08 or a pensioner may not change his or her designation of a beneficiary after retirement;

- (b) to be effective, each designation of a Designated Beneficiary must be in accordance with and subject to any law applicable to the employee, former employee or pensioner and be in such form and executed in such manner as the Company may, from time to time, determine;
- (c) any benefits under the Plan payable to a Designated Beneficiary as a result of the death of an employee, former employee or pensioner shall be paid in accordance with the most recent effective designation received by the Company from the employee, former employee or pensioner, as applicable, prior to his or her death; and
- (d) if the employee, former employee or pensioner, as applicable, has not delivered an effective designation of a Designated Beneficiary, the Designated Beneficiary of that employee, former employee or pensioner, as applicable, shall be the estate of that deceased employee, former employee or pensioner, as applicable.

#### **ARTICLE 15. WRITTEN EXPLANATION**

**15.01** A written explanation shall be given to each employee of the terms and conditions of the Plan and any amendments thereto applicable to the employee, together with an explanation of the rights and duties of the employee with reference to the benefits available to the employee under the terms of the Plan.

**15.02** The Company shall prepare and provide to each plan member annually a statement of individual benefit entitlement. The statement will be provided within 180 days of the beginning of each calendar year.

Such statement shall include the items required by the British Columbia Pension Benefits Standards Act and, in particular, will include:

- (a) the name of any Spouse or Designated Beneficiary of the plan member on the Plan's records;
- (b) the current Age of the plan member;
- (c) the number of years of Credited Service of the plan member;
- (d) the Basic Retirement Benefit and the Early Retirement Supplement accrued to the date of the statement;
- (e) the earliest Age and date based on Eligibility Service to that date, at which the plan member would be eligible to retire if he or she continued to work for the Company and the Basic Retirement Benefit and the Early Retirement Supplement to which the member would be entitled as of that date based on Credited Service to that date;
- (f) the survivor benefit to which the member's Spouse (if any) would be entitled upon death, at the statement date;
- (g) the survivor benefit to which the member's Spouse (if any) would be entitled upon death subsequent to retirement at the earliest date eligible;



- (h) the Commuted Value of the member's accrued benefit calculated on the basis of currently applicable factors; and
- (i) notice that within 10 working days after receipt of a written request and without charge, the Company will allow a Plan member, his or her Spouse or Designated Beneficiary, either personally or by an agent duly authorized in writing, to examine the documents that have been filed in accordance with the British Columbia Pension Benefits Standards Act once during each 12 month period. The Company may at its option provide a copy of such documentation.

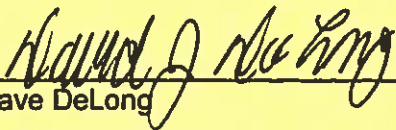
**ARTICLE 16. PLAN DOCUMENT**

**16.01** It is hereby agreed that the Teck Metals Ltd. Pension Plan for B.C. Unionized Employees shall be amended as of June 1, 2012 to incorporate the terms of the Plan.

**THIS AGREEMENT** shall be binding on the parties hereto, jointly and severally, and their successors and assigns, and upon the employees referred to herein.

**IN WITNESS WHEREOF** Teck Metals Ltd. and the United Steelworkers, Local 480 have executed this Agreement as of the effective day and year above written.

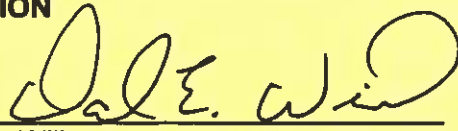
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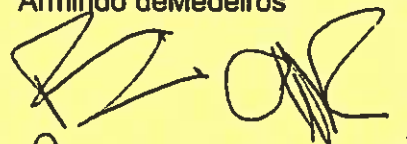
  
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Dave DeLong

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, LOCAL 480**

  
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Armindo deMedeiros

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

  
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Brian Onyschak