



**BY-LAW NO. 5300/89**

**THE CITY OF WINNIPEG  
EMPLOYEE BENEFITS PROGRAM**

**Consisting of:**

**THE CIVIC EMPLOYEES' PENSION PLAN**

**THE CIVIC EMPLOYEES' LONG TERM DISABILITY  
PLAN**

**THE CIVIC EMPLOYEES' EARLY RETIREMENT  
BENEFITS ARRANGEMENT**

**OFFICE CONSOLIDATION**

**FOR DEPARTMENTAL PURPOSES ONLY**

All persons making use of this consolidation are reminded that it does not have the sanction of the Municipal Council of The City of Winnipeg, that the amendments have been embodied only for convenience of reference, and that the original by-laws should be consulted for all purposes of interpreting and applying the rules and regulations.

Employee Benefits Board

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**This document is an office consolidation of by-law amendments which has been prepared for the convenience of the user. The City of Winnipeg expressly disclaims any responsibility for errors or omissions.**

***CONSOLIDATION UPDATE: DECEMBER 11, 2002***

**THE CITY OF WINNIPEG**

**BY-LAW NO. 5300/89**

**A By-law of the City of Winnipeg to merge the pension plans and pension funds established and maintained by the City under By-law No. 219 of the former Metropolitan Corporation of Greater Winnipeg, and By-law Nos. 1125/75 2819/80 thereby establishing "The Civic Employees' Pension Plan".**

**WHEREAS** the Legislature of the Province of Manitoba has enacted the City of Winnipeg Amendment Act, S.M. 1989-90, Cap. 8, enabling Council to pass a By-law to merge into one pension plan the pension plans maintained by the City under By-law No. 219 of the former Metropolitan Corporation of Greater Winnipeg and By-law Nos. 1125/75 and 2819/80 (the "Existing Pension Plans" as more particularly defined herein);

**AND WHEREAS** Council has enacted By-law Nos. 5298/89 and 5299/89 to amend the Existing Pension Plans to permit the merger;

**AND WHEREAS** the merger By-law which Council has been enabled to enact may be retroactive and is deemed to come into force on the date stipulated in the By-law;

**AND WHEREAS** Council has determined that the merger of the Existing Pension Plans shall be retroactive and have effect as and from December 31, 1988;

**AND WHEREAS** Council has, by obtaining a certificate of the actuary of the Existing Pension Plans, satisfied itself that the pension benefit credits (as defined in The Pension Benefits Act of Manitoba) of members of the Existing Pension Plans will not be adversely affected by the merger;

**NOW THEREFORE THE CITY OF WINNIPEG**, in Council assembled, enacts as follows:

**DEFINITIONS**

1. In this By-law:

"Accounts" means the Regular Pension Benefits Account, the Supplementary Pension Benefits Account, the Plan Members' Account and the City Account;  
*added 8169/2002*

"Board means The Employee Benefits Board created and established under By-law No. 1125/75 and continued under this By-law;

"Board Member" means a member of the Board;

"City" means the City of Winnipeg as established and constituted by The City of Winnipeg Act;

"City Account" means the City Account established by subsection 6(3) herein;  
*added 8169/2002*

"Council" means the City Council;

"Council Representative" means a Board Member appointed pursuant to subsection (2) of Section 9 and Section 10;

"Early Retirement Benefits Account" means the account established by subsection 5(3) herein.

Amending By-law 6121/93

"Early Retirement Benefits Arrangement" means the Civic Employees' Early Retirement Benefits Arrangement, set out in Schedule "C".

Amending By-law 6121/93

"Employee" means an employee of the City or of another employer participating in the Pension Plan;

"Employee Benefits Program" means the benefits program consisting of the Civic Employees' Pension Plan, the Civic Employees' Early Retirement Benefits Arrangement and the Long-Term Disability Plan.



Amending By-law 6121/93

"Existing Pension Plans" means the following pension plans:

- (i) the pension plan of the former Metropolitan Corporation of Greater Winnipeg (established by By-law No. 219 of the former Metropolitan Corporation of Greater Winnipeg);
- (ii) the pension plan for the employees of The City of Winnipeg (established by By-law No. 1125/75, Schedule "A");
- (iii) the Civic Pension Plan (established by By-law No. 2819/80, Schedule "A");
- (iv) the St. James-Assiniboia Pension Plan (established by By-law No. 2819/80, Schedule "B");
- (v) the St. Boniface Pension Plan (established by By-law No. 2819/80, Schedule "C");
- (vi) the City of Winnipeg Money Purchase Pension Plan (established by By-law No. 2819/80, Schedule "D");
- (vii) the Fort Garry Pension Plan (established by By-law No. 2819/80, Schedule "E");
- (viii) the Transcona Pension Plan (established by By-law No. 2819/80, Schedule "F");

"Investment Committee" means The Employee Benefits Investment Committee established under subsection (1) of Section 17 of By-law No. 1125/75 and continued under this By-law;

"Investment Manager" means a life insurance company, trust company, an investment counsellor registered with a provincial Securities Commission, or an employee of the Employee Benefits Board;

Amending By-law 7348/98

"Long Term Disability Account" means the account established by subsection 4(3) herein.

Amending By-law 6121/93

"Long Term Disability Plan" means The Civic Employees' Long Term Disability Plan, set out in Schedule "B".

Amending By-law 6121/93

"Member" means a person who is a member of the Pension Plan as defined in Schedule "A";

"Member Representative" means a Board Member selected pursuant to Section 11;

"Participation Agreement" means an agreement entered into between the City and another employer pursuant to Section 19 allowing the other employer to participate in the Pension Plan;

"Pension Fund" means The Civic Employees' Pension Fund established for the Pension Plan under Section 6;

"Pension Plan" means The Civic Employees' Pension Plan, set out in Schedule "A", resulting from the merger under Section 2;

"Plan Members' Account" means the Plan Members' Account established by subsection 6(3) herein;

*added 8169/2002*

"Regular Pension Benefits Account" means the account established by subsection (3) of Section 5 of Schedule "A" and continued under subsection 6(3) herein.

Amending By-law 6121/93

"Supplementary Pension Benefits Account" means the account established by subsection (3) of Section 5 of Schedule "A" and continued under subsection 6(3) herein.

Amending By-law 6121/93

"Surplus" means the amount determined in accordance with subsection 6(5) herein.

Amending By-law 6121/93

"The City of Winnipeg Act" means The City of Winnipeg Act, S.M.1971, c.105, as amended from time to time;

"The Pension Benefits Act" means The Pension Benefits Act, R.S.M. 1987, c.P32, and any Regulations thereto, as amended from time to time.

**MERGER OF EXISTING PENSION PLANS**

2. Pursuant to paragraph 89.02 of each of the Existing Pension Plans, notwithstanding that there may be a Surplus or an unfunded liability in any one or more of the Existing Pension Plans, all of the Existing Pension Plans are hereby merged effective December 31, 1988 into one single pension plan (and all of the separate trusts arising under each of the Existing Pension Plans are therefore hereby merged effective December 31, 1988 into one single trust), the terms and conditions of the merged Pension Plan to be those set forth in the merged Pension Plan text attached hereto as Schedule "A", and all of the assets of the Existing Pension Plans as at December 31, 1988 shall ipso facto constitute assets of the merged Pension Plan.

**THE PENSION PLAN**

3. (1) The single Pension Plan resulting from the merger of the Existing Pension Plans shall be part of the Employee Benefits Program for the employees of the City and shall be known as "The Civic Employees' Pension Plan" (hereinafter referred to as the "Pension Plan") and shall be deemed to have come into existence on December 31, 1988 and this By-law shall be known as "The Civic Employees' Pension Plan By-law."

Amending By-law 6121/93

Amending By-law 7348/98

- (2) Except as specified in Section 6 of this By-law, the conditions of the Pension Plan for eligibility, contributions, and benefits shall be determined in accordance with Schedule "A" to this By-law.

Amending By-law 6121/93

- (3) The primary purpose of the Pension Plan is to provide periodic payments to individuals after retirement and until death in respect of their Credited Service as Members of the Plan.

Amending By-law 6121/93

**THE LONG TERM DISABILITY PLAN**

4. (1) The plan established under this By-law to provide income to disabled employees shall be part of the Employee Benefits Program of the City, and shall be known as "The Civic Employees' Long Term Disability Plan" and shall be deemed to have come into existence on January 1, 1992.

Amending By-law 7348/98

- (2) The conditions of the Long Term Disability Plan for eligibility, contributions, and benefits shall be determined in accordance with Schedule "B" to this By-law.
- (3) The Board shall establish a Long Term Disability Account for the Long Term Disability Plan.

Amending By-law 6121/93

**THE EARLY RETIREMENT BENEFITS ARRANGEMENT**

- 5. (1) The early retirement benefits established under this By-law shall be part of the Employee Benefits Program of the City, and shall be known as "The Early Retirement Benefits Arrangement", and shall be deemed to have come into existence on January 1, 1992.
- (2) The conditions of the Early Retirement Benefits Arrangement for eligibility, contributions, and benefits shall be determined in accordance with Schedule "C" to this By-law.
- (3) The Board shall establish an Early Retirement Benefits Account for the Plan.

Amending By-law 6121/93

**THE PENSION FUND**

- 6. (1) The Board shall establish a Pension Fund for the Pension Plan;
- (2) The Board shall hold the Pension Fund in trust for the City, the Members and their beneficiaries and shall deal with it in accordance with this By-law;
- (3) (a) The Pension Fund shall consist of four accounts, namely the Regular Pension Benefits Account, the Supplementary Pension Benefits Account, the Plan Members' Account and the City Account.  
*amended 8169/2002*
- (b) (i) There shall be credited to the Supplementary Pension Benefits Account, all supplementary contributions as specified in clause 3(b) of Section 5 of Schedule "A".

Amending By-law 7348/98

- (ii) All other contributions in accordance with the terms of the Pension Plan shall be credited to the Regular Pension Benefits Account.

- (c)
    - (i) All adjustments to pensions paid in accordance with Section 8 of Schedule "A" and benefits paid in respect of contributions credited to the Supplementary Pension Benefits Account shall be deducted from the Supplementary Pension Benefits Account.
    - (ii) All other benefits paid in accordance with the terms of the Pension Plan shall be deducted from the Regular Pension Benefits Account.
  - (d) All investment earnings of the Pension Fund including realized and unrealized capital gains and losses, shall be allocated to each of the four Accounts, in proportion to each account's balance.  
*amended 8169/2002*
  - (e) All expenses paid out of the Pension Fund shall be deducted from each of the four Accounts, as determined by the Board.  
*amended 8169/2002*
- (4) There shall be an actuarial valuation of the Pension Fund and of the benefits provided under this By-law made as of December 31, 1988 and at least every three years thereafter.
- (5) The Surplus disclosed by an actuarial valuation is the excess, if any, of
  - (a) the assets of the Pension Fund allocated to the Regular Pension Benefits Account;  
  
over
  - (b) the liability for benefits payable under the Pension Plan which are deductible from the Regular Pension Benefits Account in accordance with subclause (3)(c)(ii) of this Section;
  - (c) the liability for benefits payable under the Long Term Disability Plan;
  - (d) the liability for benefits payable under the Early Retirement Benefits Arrangement; and
  - (e) the contingency reserve resulting from any allocations made in accordance with clause (6)(c) of this Section on the basis of previous actuarial valuations of the Pension Fund.

Amending By-law 7348/98

- (6) Any Surplus disclosed in an actuarial valuation of the Pension Fund after December 31, 1988 and prior to January 1, 1995, shall be allocated as follows:  
*amended 8169/2002*
- (a) one-third shall be used to reduce the employer contributions to the Pension Plan
  - (b) one-third shall be transferred to the Supplementary Pension Benefits Account, and
  - (c) one-third shall be used to create and maintain a contingency reserve within the Regular Pension Benefits Account.
- (7) (a) Any Surplus allocated in accordance with clause (6)(a) of this Section, plus interest at the rate assumed in the actuarial valuation, shall be applied in equal instalments to reduce the total employer contributions required to be made in accordance with clause (3)(a) of Section 4 of Schedule "A" in each of the three years following the date of the actuarial valuation in which the Surplus was disclosed.
- (b) If a portion of the Surplus allocated in accordance with clause (6)(a) of this Section cannot be used to reduce employer contributions because of the application of Section 7, that portion shall be reallocated, equally and to the extent possible, to the purposes specified in clauses (6)(b) and (c) of this Section.
- (c) At the option of the City, the period over which a reduction in employer contributions is to be applied may be varied, provided that such variation shall not change the amount of Surplus that otherwise would be allocated for this purpose. Interest at the rate assumed in the actuarial valuation in which the Surplus was disclosed shall accrue on the remaining balance of this portion of the Surplus during such period.

Amending By-law 7348/98

- (8) If a portion of the Surplus allocated in accordance with clause (6)(b) of this Section would result in the balance of the Supplementary Pension Benefits Account exceeding the amount, actuarially calculated, which would be required to finance both:
- (a) the reserve described in clause (3)(b) of Section 8 of Schedule "A", and

- (b) adjustments calculated in accordance with subsection (2) of Section 8 of Schedule "A" which can be expected to be provided during the ten years following the date of the actuarial valuation in which the Surplus was disclosed,

that portion shall be reallocated, equally and to the extent possible, to the purposes specified in clauses (6)(a) and (c) of this Section.

- (9) (a) The contingency reserve created as a result of the allocation specified in clause (6)(c) of this Section shall:
  - (i) accrue interest each year at the rate assumed in the actuarial valuation of the Pension Fund, and
  - (ii) be used to reduce or offset any payments required in respect of an unfunded liability in the Regular Pension Benefits Account.
- (b) If a portion of the Surplus allocated in accordance with clause (6)(c) of this Section would result in the contingency reserve exceeding 5% of the total of the actuarial liabilities of the Regular Pension Benefits Account, the Long Term Disability Plan, and the Early Retirement Benefits Arrangement, as disclosed in the actuarial valuation in which the Surplus was disclosed, that portion shall be reallocated, equally and to the extent possible, to the purposes specified in clauses (6)(a) and (b) of this Section.

Amending By-law 7348/98

- (10) If a portion of the Surplus cannot be reallocated because of the application of clause (7)(b), subsection (8) and clause (9)(b) of this Section, that portion of the Surplus may be used to improve the benefits provided under this By-law.

Amending By-law 6121/93

- (11) No property or interest in the Pension Fund, nor any benefits payable therefrom, shall be subject to sale, transfer, alienation, assignment, encumbrance or other process except as provided by the Pension Plan and this By-law.
- (12) All property forming the Pension Fund shall be held by the Board in the name of "The Civic Employees' Pension Fund".
- (13) The Pension Fund shall be invested only as permitted by The Pension Benefits Act.

- (14) Effective December 31, 1998, \$300 million of the Surplus disclosed in the actuarial valuation as of that date shall be allocated in equal amounts to the credit of members and the City.  
*added 8169/2002*
- (15) The amount allocated in subsection (14) to the credit of Members shall be used to finance benefit improvements that do not increase the Program's liabilities in respect of service after December 31, 2002. Any portion of this allocated amount not utilized to improve benefits shall be credited to the Plan Members' Account.  
*added 8169/2002*
- (16) The amount allocated in subsection (14) to the credit of the City shall be transferred to the City Account, to be used to refund the 1998 and 1999 employer contributions to the Pension Fund and to finance reductions in employer contributions in the year 2000 and subsequent years until fully utilized.  
*added 8169/2002*
- (17) In respect of the actuarial surplus allocated in accordance with subsection (14), the following amounts shall be transferred between Accounts as at January 1, 2000:
- (a) \$78,528,873 shall be transferred from the Regular Pension Benefits Account to the Supplementary Pension Benefits Account;
  - (b) \$15,136,367 shall be transferred from the Regular Pension Benefits Account to the Plan Members' Account; and
  - (c) \$168,132,042 shall be transferred from the Regular Pension Benefits Account to the City Account.  
*added 8169/2002*

### **CONTRIBUTIONS TO THE EMPLOYEE BENEFITS PROGRAM**

7. Employees shall contribute only to the Civic Employees' Pension Plan. City contributions shall be paid as required in Schedules "A", "B" and "C" as amended by the application of the Surplus distribution provided for in subsection 6(6) herein. In any event, the total City contribution to the Employee Benefits Program, together with the amount transferred from the City Account, in any year shall not be less than the Members' contributions to the Civic Employees' Pension Plan under subsection (1) and clause (2)(a) of Section 4 of Schedule "A".

*amended 8169/2002*

Amending By-law 6121/93  
Amending By-law 7348/98



**SOLVENCY OF THE EMPLOYEE BENEFITS PROGRAM**

8. The solvency of the Employee Benefits Program shall at all times be guaranteed by the City. The Board upon receipt of each actuarial valuation, shall review the Employee Benefits Program with the City who shall have the right to amend any terms and conditions of the Employee Benefits Program in respect of service yet to be completed in order to maintain such solvency or to improve the benefits provided by the Employee Benefits Program.

Amending By-law 6121/93

**THE BOARD**

9. (1) The Board shall consist of:
- (a) six representatives elected by the Members;
  - (b) six representatives appointed by Council; and
  - (c) the Chief Financial Officer of the City or his or her designate who must be a Member.

Amending By-law 7348/98

- (2) Upon becoming a Board Member, each Board Member shall immediately become vested with all the property, rights, powers and duties of a trustee in relation to the Pension Fund, without the necessity of the execution of any conveyance, assignment or transfer or other documents.
- (3) When a Board Member ceases to be a Board Member, he or she shall be deemed to have conveyed, assigned or transferred to the Pension Fund any or all the rights or property of the Pension Fund and shall, if necessary, convey, assign or transfer to the Pension Fund any or all the rights and property of the Pension Fund as the remaining Board Members may direct.

**SELECTION OF BOARD MEMBERS**

10. (1) Council Representatives shall be appointed by Council for such term as is specified by Council in the appointment. Up to two of the Council Representatives may be Council members. Any other Council Representatives appointed shall be senior civic administrators or citizens experienced in the operation of employee benefits programs.
- (2) Each Council Representative becomes a Board Member on the date the appointment becomes effective. Unless the Council Representative dies, resigns from the Board or otherwise ceases to be eligible in accordance with rules established by Council, he or she shall continue to be a Board Member for the balance of the term specified by Council in the appointment.

- (3) A designate of the Chief Financial Officer of the City becomes a Board Member on the date he or she is appointed and continues to be a Board Member until he or she resigns or is removed by the Chief Financial Officer of the City.

Amending By-law 7348/98

**SELECTION OF MEMBER REPRESENTATIVES**

- 11. (1) Each Member Representative shall represent the interests of all Members and beneficiaries under the Pension Plan.
- (2) The Member Representatives shall be selected as follows:
  - (a) The Canadian Union of Public Employees, Local 500, shall select two persons, each of whom must be Members, to serve as Member Representatives.
  - (b) Each of the following unions shall select one person, who must be a Member, to serve as a Member Representative:
    - (i) Amalgamated Transit Union, Local 1505;
    - (ii) United Firefighters of Winnipeg, Local 867; and
    - (iii) Winnipeg Association of Public Service Officers.
  - (c) All Contributing Members who are not members of a union specified in clauses (a) or (b) shall collectively elect one person, who must be a Member, to serve as a Member Representative.

Amending By-law 6121/93  
Amending By-law 7348/98

- (3) In this Section only, "Voting Employee" means a Contributing Member who meets the condition specified in clause (2)(c), as determined by the City Clerk.

Amending By-law 6121/93  
Amending By-law 7348/98

The election of the Member Representative who represents the members in accordance with clause (2)(c) herein, shall be in accordance with the following provisions:

Amending By-law 6121/93

- (a) The first election of the Member Representative shall be held on October 17, 1990 and succeeding elections shall be held on the third Wednesday of October in each third year thereafter.
- (b) The City Clerk shall, at least 8 weeks before the election day specified in clause (a), post notices advising that an election is to be held, indicating the time and place of the election and describing the procedure to be followed in filing nominations. The notices shall be posted in conspicuous places in such locations as the Board may direct.

Amending By-law 6121/93

- (c) A nomination of a Member for election as a Member Representative shall be in writing and filed with the City Clerk not later than 4:30 p.m. on the second Wednesday in September immediately preceding the date of the election.
- (d) Each nomination paper shall be signed by at least 25 Voting Employees but no Voting Employee shall sign more than one nomination paper at any election. Any signature appearing on more than one nomination paper shall be struck off all nomination papers on which it appears and only the signatures remaining on such nomination papers shall be counted. A nomination paper shall be accepted by the City Clerk if it contains at least 25 valid signatures and the signature of the Member being nominated.
- (e) If only one Member is nominated, he or she shall be considered to be elected by acclamation. If more than one Member is nominated, an election shall be held.
- (f) If an election is to be held, the City Clerk shall mail or deliver a ballot paper to each Voting Employee at least 15 days prior to the election day. The ballot paper shall contain the names of the candidates in alphabetical order and the employee organization to which each belongs. A sheet shall be attached to the ballot paper which provides biographical information about the candidates and explains the method of voting. Each Voting Employee as of the nominating day shall be eligible to cast a vote. A Voting Employee shall mark the ballot paper by placing the letter "x" in the square opposite the name of the candidate for whom he or she wishes to vote. A ballot paper marked otherwise or with more than one letter "x" shall not be counted. The Voting Employee, after marking his or her ballot paper, may mail or deliver it to the City Clerk at any time, but only those received by the City Clerk not later than 4:30 p.m. on the election day shall be counted. The City Clerk shall immediately place all marked ballot papers which he or she has received in a locked container. At 9:30 a.m. on the day next following the election day the City Clerk shall proceed to count the properly marked ballots which have been cast.

- (g) If any of the days mentioned in this Section is a day that the City Clerk's office is not open, then the first day thereafter that the City Clerk's office is open shall be the applicable day.
  - (h) The term of office of the Member Representative elected in accordance with this Section shall be for three years, commencing on the day following the first Tuesday in November in the year of election and ending on the first Tuesday in November following the next election.
- (4) Each Member Representative elected under clause (2)(a) or (2)(b) herein becomes a Board Member on the date specified by his or her union and shall serve for such term as is specified by the union. Unless the Member Representative dies, resigns from the Board or otherwise ceases to be eligible in accordance with the rules established by his or her union, or his or her membership in the Pension Plan terminates, he or she shall continue to be a Board Member for the balance of the term specified by his or her union.

Amending By-law 6121/93

- (5) If a Member Representative dies, resigns from the Board or otherwise ceases to be eligible in accordance with the rules established by his or her union or his or her membership in the Pension Plan terminates, he or she shall immediately cease to be a Board Member. If the Member Representative:
- (a) was elected in accordance with clause (2)(a) or (2)(b) herein, a new Member Representative shall be elected in accordance with the same provision, or
  - (b) was elected in accordance with clause (2)(c) herein, and ceases to be a Member Representative at least six months prior to the expiry of his or her term as a Board Member, the City Clerk shall forthwith arrange for an election in accordance with subsection (3) herein, to fill the vacancy subject to the following:
    - (i) the election day and nomination day shall be on days chosen by the City Clerk, and
    - (ii) a Member Representative so elected shall be elected for the balance of the term of the Member Representative whom he or she replaces.

Amending By-law 6121/93

**BOARD OPERATION**

12. The Board shall operate as follows:

- (1) The Board Members shall elect a chairperson and vice-chairperson from amongst their number, and a secretary who is not necessarily a Board Member.
- (2) The Board shall meet at the call of the chairperson but not less frequently than once every two months.
- (3) On the written request of at least four Board Members, a Board meeting shall be called by the chairperson.
- (4) The Board may establish and amend rules governing the conduct of its meetings.
- (5) Seven Board Members, including at least three Member Representatives and at least three Board Members who are not Member Representatives, shall constitute a quorum at any Board meeting. All questions shall be decided by the affirmative vote of at least five Board Members. The chairperson is entitled to cast a vote as a Board Member but in the event of a tie vote the chairperson has an additional or casting vote.
- (6) In the event that no quorum is present one-half hour after the time appointed for a Board meeting, the meeting shall stand adjourned, subject to the call of the chairperson.
- (7) Notwithstanding that it may be subsequently discovered or determined that there existed some defect in the appointment, election, removal or qualification of a Board Member, all accounts and proceedings of the Board done and carried out in good faith, at any time while any such defect existed, shall be valid and effective.
- (8) A Board Member who is an Employee shall be granted leave of absence with pay and benefits, at the request of the Board. The Board shall, at the request of the City or other employer, reimburse the City or other employer for the Employee's wages and the City's share of the cost of providing his or her benefits during any such leaves of absence. During the period the employee is on such leave of absence, he or she shall not lose any rights or privileges which he or she would have received had he or she not been granted such leave of absence.

Amending By-law 6121/93

**DUTIES OF THE BOARD**

13. In respect of the Employee Benefits Program, the Board shall:

- (1) operate, administer and interpret the Employee Benefits Program in accordance with this By-law;
- (2) keep a complete and accurate set of accounts for the Pension Fund and, where necessary, for each portion of the Pension Fund;
- (3) based on the recommendations of the Investment Committee, establish and review regularly the investment policy for the Pension Fund;
- (4) establish and review regularly the funding policy for the Pension Fund;
- (5) determine and advise the Investment Committee as frequently as necessary the amounts which are available for investment;
- (6) submit the accounts and financial statements of the Pension Fund, the Long Term Disability Account, and the Early Retirement Benefits Account at least annually for examination, checking and audit by the auditor appointed by the Board;
- (7) as soon as possible after January 1 in each year, submit a report to Council on the operation of the Employee Benefits Program during the previous year together with audited financial statements, including a balance sheet, a statement of income and expenditures, a statement of changes in the Pension Fund and a schedule of investments of the Pension Fund;
- (8) as soon as possible after January 1 in each year, make available to the Members a report on the operation of the Employee Benefits Program during the previous year;
- (9) ensure that an actuarial report is made on the status of the Employee Benefits Program as provided herein and at such other times as the Board may deem advisable; and

Amending By-law 7348/98

- (10) regularly monitor the investment performance of the Pension Fund.

Amending By-law 6121/93

**POWERS OF THE BOARD**

14. In respect of the Employee Benefits Program, the Board is empowered and authorized to:
- (1) on the recommendation of the Investment Committee, establish accounts for the Pension Fund, the Long Term Disability Account, and the Early Retirement Benefits Account in a chartered bank or other financial institution in Canada;
  - (2) on the recommendation of the Investment Committee, appoint one or more Investment Managers to manage the investments of the Pension Fund or a portion thereof and specify the terms and conditions to apply in each case, or terminate any such appointment;
  - (3) allocate all amounts that may become available for investment or are already invested between the Investment Managers in such proportions as may be determined by the Investment Committee;
  - (4) on the recommendation of an Investment Manager, purchase, hold or acquire stocks, bonds, property or other investments for the Pension Fund;
  - (5) on the recommendation of an Investment Manager, sell or otherwise dispose of any stocks, bonds, property or other investments held in or for the Pension Fund;
  - (6) exercise all voting and other rights in respect of any stocks, bonds, properties or other investments held in or for the Pension Fund;
  - (7) execute all documents of transfer and conveyance that may be necessary or appropriate to carry out the duties and powers herein granted;
  - (8) register any investments held in the Pension Fund in the name of the Board and to hold any investments in bearer form;
  - (9) appoint persons to provide such services as the Board deems necessary in the performance of its powers, duties and responsibilities;
  - (10) rent premises, purchase supplies and equipment and employ such personnel as required for the efficient administration of the Pension Plan;
  - (11) make all disbursements and allocations from the Pension Fund, the Long Term Disability Account, and the Early Retirement Benefits Account by cheque or authorization signed as the Board may determine by resolution from time to time;
  - (12) pay from the Pension Fund all costs and expenses of the Board attributable to the operation and administration of the Pension Fund, including any remuneration paid to the Board Members and the Investment Committee as determined by the Board;

- (13) pay from the Long Term Disability Account all costs and expenses attributable to the operation and administration of the Long Term Disability Plan;
- (14) pay from the Early Retirement Benefits Account all costs and expenses attributable to the operation and administration of the Early Retirement Benefits Arrangement;
- (15) purchase such insurance or fidelity bonds as the Board deems necessary or proper, the cost of which shall be paid out of the Pension Fund;
- (16) do all acts that the Board may deem necessary or appropriate for the protection of the property of the Pension Fund;

Amending By-law 7348/98

- (17) enter into reciprocal agreements with other authorities responsible for the administration of a pension plan, in accordance with Section 15 of Schedule "A"; and

Amending By-law 7348/98

- (18) do all acts that the Board deems necessary or appropriate to accomplish the general objectives of enabling Members and their beneficiaries to obtain benefits under the Employee Benefits Program in the most efficient and economical manner.

Amending By-law 6121/93

**INVESTMENT COMMITTEE**

- 15. (1) The Investment Committee shall consist of:
  - (a) two persons appointed by the Members' Representatives for such term as may be fixed by the Board; and
  - (b) four persons, at least three of whom shall be chosen for their investment experience and competence, appointed by Council for such term as may be fixed by Council, after considering the advice and comments of the Board Members who are not Member Representatives.

Amending By-law 6426/94



- (2) If an Investment Committee member dies, resigns or has his or her appointment terminated, he or she shall immediately cease to be an Investment Committee member and a new Investment Committee member shall be appointed in accordance with the same provision of subsection (1) under which he or she was appointed.

Amending By-law 5597/91

- (3) The Investment Committee shall:
  - (a) recommend to the Board the chartered bank or other financial institution in Canada in which the accounts of the Pension Fund are to be established or re-established;
  - (b) recommend to the Board the appointment of one or more Investment Managers to manage the investments of the Pension Fund or portion thereof and recommend the terms and conditions to apply in each case;
  - (c) recommend to the Board the termination of the appointment of any Investment Manager;
  - (d) direct the Board to allocate the amounts which may become available for investment or are already invested between the Investment Managers appointed by the Board in such proportions as may be determined by the Investment Committee;
  - (e) recommend to the Board the investment policy for the Pension Fund or any changes thereto; and
  - (f) review regularly the performance of each Investment Manager which is managing the investment of the Pension Fund or portion thereof.

Amending By-law 6121/93

**PROHIBITION OF CONFLICT OF INTEREST**

16. (1) No Board Member and no member of the Investment Committee shall knowingly permit his or her other interests to conflict with his or her powers, duties and responsibilities in respect of the Employee Benefits Program or the Pension Fund;

Amending By-law 7348/98

- (2) Investment Committee members are prohibited from personally managing the Pension Fund or any portion thereof.

Amending By-law 6121/93

**FIDUCIARY RESPONSIBILITIES**

17. The Board, the Investment Committee and the Investment Managers shall:

- (1) exercise the care, diligence and skill in the administration and investment of the Pension Fund that a person of ordinary prudence would exercise in dealing with property of another person;
- (2) use in the administration of the Employee Benefits Program and in the administration of the investment of the Pension Fund all relevant knowledge and skill that they possess or, by reason of each Board Member's, member of the Investment Committee's, or Investment Manager's profession, business or calling, ought to possess; and
- (3) select all investments with consideration given to the overall context of the portfolio of the Pension Fund, without undue risk of loss or impairment and with a reasonable expectation of fair return or appreciation or given the nature of the investment.

Amending By-law 6121/93

**LIMITATION OF LIABILITY**

18. (1) The Pension Fund shall indemnify and save harmless any Board Member and Investment Committee member and his or her heirs, executors and administrators against:

- (a) all claims, liabilities, charges and expenses whatsoever that the Board Member or Investment Committee member sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her for or in respect of all acts, deeds, matters or things whatsoever lawfully made, done or permitted by the Board, Investment Committee or by any of their members in the exercise of the powers and duties vested in them by this By-law and under the law; and
- (b) all other claims, liabilities, costs, charges and expenses that the Board Member or Investment Committee member may sustain or incur in or in relation to the exercise of his or her powers and duties except such claims, liabilities, costs, charges or expenses that are occasioned by the Board Member's or Investment Committee member's gross negligence, wilful misconduct or lack of good faith.

- (2) The Board Members or Investment Committee members, individually or collectively, shall not be liable for the making, retention or sale of any investment or reinvestment made by them in accordance with this By-law or in accordance with any other legal duties nor for any loss to or diminution of the Pension Fund, except a loss or diminution that resulted from gross negligence, wilful misconduct or lack of good faith of the Board Members or Investment Committee members and no individual Board Member or Investment Committee member shall incur any liability for such loss or diminution unless he or she is a party to such gross negligence, wilful misconduct or lack of good faith.

**PARTICIPATING EMPLOYERS**

19. The Executive Policy Committee may authorize the execution of Participation Agreements recommended to it by the Board and made between the City and the Participating Employers for the purpose of providing for the admission of employees of those employers into the Employee Benefits Program upon such terms and conditions as specified in the Participation Agreements.

Amending By-law 6121/93  
Amending By-law 7348/98

20. [REPEALED]

Amending By-law 7348/98

**AMENDMENT, TERMINATION, MERGER OR DIVISION**

21. (1) Subject to Sections 22 and 23, but notwithstanding any other provision of this By-law or the Employee Benefits Program, Council may by By-law from time to time amend, modify, vary or terminate the terms, conditions or provisions of this By-law or the Employee Benefits Program (and any trust arising under this By-law or under the Pension Plan) in such manner and on such terms as Council may determine appropriate, such determination to be conclusively deemed to be evidenced by the passage of such By-law.

- (2) Subject to Sections 22 and 23, but not withstanding any other provision of this By-law or the Employee Benefits Program, Council may by By-law merge, consolidate or divide all or part of the Employee Benefits Program (and any trust arising thereunder) or Pension Fund with or into any one or more other pension plans, (and any respective trusts arising thereunder), or Pension Funds, or other arrangements maintained by the City or an employer participating in the Employee Benefits Program in accordance with a Participation Agreement, notwithstanding that the Employee Benefits Program or such one or more other pension plans or other arrangements maintained by the City may at the time of such merger, consolidation or division have an actuarial surplus or an unfunded liability, such merger, consolidation or division to be on such terms and conditions as Council may determine appropriate, such determination to be conclusively deemed to be evidenced by the passage of such By-law, and such merger, consolidation or division may be effective retroactive to a date prior to the dates such By-law is passed.

Amending By-law 6121/93

**PROCEDURE**

22. (1) No amendment, modification, variation, termination, merger, consolidation or division pursuant to either or both of Section 21 of this By-law shall be made without prior submission to the Board which shall, within one month of receipt thereof, provide to Council a written report on the proposed amendment, modification, variation, termination, merger, consolidation or division.
- (2) On the expiration of one month from the date of the submission to the Board, the proposed amendment, modification, variation, termination, merger, consolidation or division, together with the report, if any, received from the Board, may be placed before Council. Council shall not vote on the proposed amendment, modification, variation, termination, merger, consolidation or division until the expiration of at least one further month.
- (3) If the Board reports to Council that it does not approve of the proposed amendment, modification, variation, termination, merger consolidation or division, it shall not be passed unless, in a recorded vote, two-thirds of the members of the whole Council vote in favour of the proposed amendment, modification, variation, termination, merger, consolidation or division.
- (4) No amendment, modification, variation, termination, merger, consolidation or division of the Employee Benefits Program shall be made until Council has received a report thereon from a qualified actuary.

**NO REDUCTION OF ACCRUED BENEFITS**

23. No amendment, modification, variation, termination, merger, consolidation or division pursuant to either or both of subsections (1) and (2) of Section 21 of this By-law shall adversely affect the pension benefit credits (as defined in the Pension Benefits Act) of any Member in respect of remuneration and service or membership in the Employee Benefits Program prior to the effective date of the amendment, modification, variation, termination, merger, consolidation or division. In addition, in the event of the termination of the Employee Benefits Program (and any trust arising under the Employee Benefits Program) or Pension Fund, no part of the assets of the Employee Benefits Program (and any trust arising under the Employee Benefits Program) shall revert to the benefit of the City until provision has been made for all pensions and other benefits in respect of service up to the date of such termination to Members of the Employee Benefits Program, and for all benefits to former employees, pensioners, dependants, and estates. In the event of the amendment, modification, variation, merger, consolidation or division of the Employee Benefits Program (and any trust arising under the Employee Benefits Program), no part of the assets of the Employee Benefits Program shall revert to the benefit of the City.

Amending By-law 6121/93

**EFFECTIVE DATE**


24. Notwithstanding the date this By-law is passed, this By-law shall be deemed to come into force and take effect as and from December 31, 1988.

**REPEAL**

25. By-law No. 219 of the former Metropolitan Corporation of Greater Winnipeg, Schedule "A" of By-law No. 1125/75, and By-law No. 2819/80 are hereby repealed effective December 31, 1988. In addition, subject to Sections 4 and 5 of this By-law, Sections 1 through 25 inclusive of By-law No. 1125/75, only insofar as such Sections relate to the Pension Plan for Employees of The City of Winnipeg set forth in Schedule "A" to By-law No. 1125/75, are hereby repealed effective November 7, 1990.
26. The Employee Benefits Program shall, pursuant to and in accordance with s. 79.1(6) of The City of Winnipeg Act, be amended and continued under and in accordance with the agreements entered into pursuant to the amending agreement, as defined in s. 79.1(1) of The City of Winnipeg Act, being:
- (1) The Winnipeg Civic Employee's Benefits Program Pension Trust Agreement dated October 7, 2002 among the City and certain collective bargaining agents (the "Pension Trust Agreement") and

- (2) The Winnipeg Civic Employees' Benefits Program Disability Trust Agreement to be entered into by the City and the collective bargaining agents who are parties to the Pension Trust Agreement (the "Disability Trust Agreement").
  
27. The Board shall forthwith transfer and convey the Pension Fund to the Board of Trustees constituted under the Pension Trust Agreement and, as of the date such transfer occurs:
  - (1) The terms of the benefit arrangements appended as Schedules "A", "B" and "C" to this By-law are with effect from January 1, 2003 superseded and replaced by Parts A, B and C of the program text appended to the Pension Trust Agreement;
  - (2) The trust relationship in respect of the Pension Fund created under this By-law is superseded and replaced by the trust relationship created under the Pension Trust Agreement;
  - (3) The Board shall be discharged of all responsibilities and obligations relating to the future administration of the Employee Benefits Program; and
  - (4) The terms of this By-law shall have no further application to the Employee Benefits Program except to the extent contemplated by the terms of the Pension Trust Agreement or Disability Trust Agreement, or as is otherwise necessary to give effect to their terms.

**DONE AND PASSED** in Council assembled, this 20<sup>th</sup> day of December, 1989.



**Schedule "A" to  
By-law No. 5300/89  
of The City of Winnipeg**

**THE CIVIC EMPLOYEES'  
PENSION PLAN**

**CITY OF WINNIPEG**  
**THE CIVIC EMPLOYEES'**  
**PENSION PLAN**

**SECTION 1 - DEFINITIONS**

In this Plan:

"Accumulated Value" of any contributions to the Plan means the value obtained by accumulating each such contribution to the Plan With Interest as defined for each particular type of contribution.

Amending By-law 6121/93

"Actuary" means a person who is a Fellow of the Canadian Institute of Actuaries, appointed by the Board for the purposes of the Plan.

Amending By-law 6121/93  
Amending By-law 7348/98

"Actuarially Calculated" means calculated on the basis of the assumptions adopted by the Board on the recommendation of the Actuary appointed by the Board, using such reasonable assumptions as are acceptable to the Minister of National Revenue and which are in accordance with generally accepted actuarial principles.

Amending By-law 6121/93

"Additional Contributions" means the sum of:

- (a) additional contributions made in accordance with subsection (4) of Section 4, or in accordance with the corresponding provisions of a Prior Plan; and
- (b) past service contributions made in accordance with Section 13 of Schedule "A" to By-law No. 1125/75 which were not converted into "Special Past Service Contributions" in accordance with Appendices "C" and "E" of Schedule "A" to By-law No. 1125/75.

Amending By-law 7348/98

"Approved Leave of Absence for Union Business" means a period approved by the Board during which the Member receives remuneration from a union, but does not participate in a pension plan for union employees.

Amending By-law 6121/93



"Area Municipality" means a municipality or corporation as defined in the City of Winnipeg Act.

"Assumed Earnings" means:

- (a) for a Member who is Disabled and who is receiving or Eligible For Disability Benefits, the remuneration, excluding overtime pay, which the Member would have received from the City had the Member continued to be employed in the Position Regularly Occupied by the Member immediately prior to becoming Disabled less the Member's Employment Earnings, if any;
- (b) for a Member who is on an Approved Leave of Absence for Union Business, all or a portion of the remuneration received by the Member during such absence, excluding any overtime pay;
- (c) for a Member who is on an Eligible Period of Temporary Absence, the remuneration which the Member would have received from the City, had the Member continued to be employed in the Position Regularly Occupied prior to the Eligible Period of Temporary Absence, less the Member's Employment Earnings, if any;
- (d) for a Member who is subject to a wage freeze or roll-back as a result of negotiations to amend an existing collective agreement during 1993 or 1994, the excess if any of:
  - (i) the Employment Earnings the Member would have received had the negotiations not occurred
  - over
  - (ii) the Employment Earnings the Member actually received,provided that such amount does not exceed an amount permitted under Section 8507 of the Regulations under the Income Tax Act (Canada), and is not applied for the purpose of calculating benefits in accordance with Sections 13, 15 or 16.

No Assumed Earnings shall be computed in respect of a period that is not a period of Service.

Amending By-law 6121/93  
Amending By-law 7348/98

"Average Bi-Weekly Earnings" means:

- (a) if the Member is employed in a permanent position or in a temporary position working on a full-time basis and is not employed under the terms of a job share agreement, the Member's Earnings for the 13 pay periods immediately prior to the Date Disability Commenced or the Member's date of death, whichever is earlier, divided by 13. If the Member did not receive Earnings in each of these 13 pay periods, the Member's Earnings for the period covered by these pay periods shall be divided by the number of pay periods for which he or she received Earnings; or

Amending By-law 7348/98

- (b) if the Member is not employed in a permanent position and is working on a seasonal, casual or part-time basis or is employed under the terms of a job share agreement, the Member's Earnings for the 26 pay periods immediately prior to the Date Disability Commenced or the Member's date of death, whichever is earlier, divided by 26.

Amending By-law 7348/98

"Best 5-Year Average Canada Pension Plan Earnings" means the amount obtained by dividing the Canada Pension Plan Earnings of a Member in the same period of Service as was used in the calculation of the Member's Best 5-Year Average Earnings by the same Service as was used in the calculation of the Member's Best 5-Year Average Earnings.

"Best 5-Year Average Earnings" means the amount obtained by dividing the Earnings of a Member in the 5 Taxation Years in which the Member's Yearly Earnings were the highest by the Service completed by the Member in those Taxation Years, where the 5 Taxation Years are obtained from the last 10 Taxation Years in which the Member provided Service. If a Member's Service terminates during a Taxation Year, and such Taxation Year is one of the 5 Taxation Years in which the Member's Yearly Earnings were the highest, a proportion of the Earnings and a corresponding proportion of the Service completed during the sixth Taxation Year in which the Member's Yearly Earnings were the highest shall be used. Such proportion, plus the proportion of the Taxation Year in which the Member's Service terminated which is prior to the date the Member's Service terminated, shall be equal to one. If a Member did not provide Service in at least 5 Taxation Years, the Member's Best 5-Year Average Earnings is the amount obtained by dividing the Member's Earnings by the Service the Member completed.

"Best 5-Year Average Non-Canada Pension Plan Earnings" means the amount by which the Best 5-Year Average Earnings of a Member exceeds the Member's Best 5-Year Average Canada Pension Plan Earnings.

"Board" means the "Employee Benefits Board" created and established under this By-law.

"Canada Pension Plan" means the Canada Pension Plan as provided by the terms of the Canada Pension Plan Act being Chapter 51 of the Statutes of Canada, 1965, as amended from time to time.

"Canada Pension Plan Earnings" means the lesser of the Member's Earnings for a Taxation Year and the YMPE for that year.

Amending By-law 6121/93

"Child" means a natural, adopted, or step-child of a Member, provided that the date of adoption or becoming a step-child is at least one year prior to the date on which the Member retires or ceases to be an Employee, whichever occurs first, or evidence of the Member's good health on or after such date is submitted and found to be satisfactory by the Board.

"City" means the City of Winnipeg, and includes any board, commission or other employer which is participating in the Plan by agreement of the City of Winnipeg.

Amending By-law 6121/93

"City Account" means the City Account established and maintained in accordance with subsection (3) of Section 6 of this By-law.

*added 8169/2002*

"Common-law Partner" of a Member means a person who, not being married to the Member, cohabited with the Member in a conjugal relationship:

- (a) for a period of at least 3 years, if either of them is married, or
- (b) for a period of at least 1 year, if neither of them is married

and, at the time of the relevant event, was cohabiting with the Member or, in the case of the Member's death, was cohabiting with the Member immediately before the Member's death.

*amended 8169/2002*

"Commutated Value" of a pension benefit means the lump sum, Actuarially Calculated, so as to be equivalent in value to the pension and related ancillary benefits.

"Contributing Member" means a Member who is an Eligible Employee who:

- (a) has received Employment Earnings in the current Taxation Year or the immediately preceding Taxation Year,
- (b) is on leave of absence approved by the City, or
- (c) is receiving or is entitled to receive Periodic Payments from Workers' Compensation, is receiving Disability Income from a Group Insurance Policy Issued to the City, or is Eligible For Disability Benefits,

but excludes any person who can accumulate benefits under another pension plan to which the City is required to contribute as a result of a collective agreement or as a result of any other agreement which affects the conditions of the Member's employment, unless the agreement requires the Member to participate in the Plan.

Amending By-law 6121/93

"Credited Service" means the aggregate of each period of Service including fractional years:

- (a) in respect of which the Member made contributions to the Plan at the rate required under the Plan,
- (b) during which the Member was Eligible For Disability Benefits while a Contributing Member, or
- (c) prior to age 65, during which the Member received Disability Income from a Group Insurance Policy Issued to the City,
- (d) [REPEALED]

Amending By-law 7348/98

except that:

- (e) any period during which a Member was Partially Disabled and was not receiving Employment Earnings, shall be included as Credited Service by multiplying the period of Service by the Member's Wage Loss Percentage, and

Amending By-law 7348/98

- (f) if a Member who was Eligible For Disability Benefits was employed in a seasonal or temporary position or regularly worked less than the standard number of hours per week applicable to the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced, the Service used in clause (b) above shall be multiplied by the fraction obtained by dividing:
  - (i) the Member's Service during the 2 Taxation Years immediately prior to the Taxation Year which includes the Date Disability Commenced, by
  - (ii) two.

Amending By-law 6121/93  
Amending By-law 7348/98

"Date Disability Commenced" means the earliest date used by the Board to determine the 26 week period, the completion of which entitled the Member to receive a disability pension from the Plan.

"Defined Benefit Limit" for a calendar year means \$1722.22, or such other defined benefit limit for the year as specified in Section 8500 of the Regulations under the Income Tax Act (Canada).

Amending By-law 6121/93  
Amending By-law 7348/98

"Dependent Child" means an unmarried Child of a Member who, in the opinion of the Board, is totally or substantially dependent on that Member for financial support and:

- (a) is less than 18 years of age, or
- (b) is less than 25 years of age, and has been in full-time attendance in an educational institution that is considered acceptable by the Board, since the Child reached 18 years of age, or
- (c) has been totally disabled since the Child reached 18 years of age, or
- (d) has become totally disabled subsequent to age 18 and was qualified as a Dependent Child under clause (b) on the date of becoming totally disabled.

"Disabled" means suffering from a physical or mental condition severe enough that the Member is unable to perform the normal duties of his or her occupation in either a full or partial capacity, and includes a physical or mental condition which entitles the Member to receive Periodic Payments from Workers' Compensation.

Amending By-law 6121/93

"Disability Income from a Group Insurance Policy Issued to the City" means any weekly disability, salary continuance, or instalment disability income provided under such a policy. For this purpose, City includes an Area Municipality.

"Earnings" means the total of a Member's Employment Earnings and Assumed Earnings. A Member's Earnings shall be considered as having been earned in equal instalments throughout the Taxation Year.

"Eligible Employee" means an Employee who has fulfilled the eligibility requirements specified in Section 2 applicable to the Employee.

"Eligible For Disability Benefits" means entitled to receive the long term disability benefits which are payable to a Disabled Member under Section 11 or Schedule "B" of this By-law, or which would be payable if it were not for subsection (5) of Section 11, or Section 7 of Schedule "B".

Amending By-law 6121/93

"Eligible Period of Temporary Absence" means a period throughout which a Member does not render services to the City by reason of leave of absence, or any other circumstances acceptable to the Minister of National Revenue and approved by the City other than a period any part of which is a period during which the Member is Disabled or is on Approved Leave of Absence for Union Business.

Amending By-law 6121/93

"Eligible Spouse" means a person who was a Spouse throughout the period which began at least one year prior to the date the Member retired, or the date the Member ceased to be an Employee, whichever occurred first, and continued until the Member's death. If the person became a Spouse or was first deemed to be a Spouse less than one year prior to the date on which the Member retired, or the date the Member ceased to be an Employee, whichever occurred first, the person will be deemed to be an Eligible Spouse if evidence of the Member's good health is submitted to and found satisfactory by the Board.

*amended 8169/2002*

"Employee" means a person employed by the City.

"Employment Earnings" means the remuneration, excluding any overtime pay, paid to an Employee by the City. Employment Earnings shall include Salary Continuance and Periodic Payments from Workers' Compensation while Disabled.

Amending By-law 6121/93

"Highest Average Indexed Earnings" means the amount obtained by dividing the Indexed Earnings of a Member in the 3 Taxation Years in which the Member's Indexed Earnings were the highest by the Service completed by the Member in those Taxation Years. If a Member's Service terminates during a Taxation Year, and such Taxation Year is one of the 3 Taxation Years in which the Member's Yearly Earnings were the highest, a proportion of the Earnings and a corresponding proportion of the Service completed during the fourth Taxation Year in which the Member's Indexed Earnings were the highest shall be used. Such proportion, plus the proportion of the Taxation Year in which the Member's Service terminated which is prior to the date the Member's Service terminated, shall be equal to one. If a Member did not provide Service in at least 3 Taxation Years, the Member's Highest Average Earnings is the amount obtained by dividing the Member's Indexed Earnings by the Service the Member completed.

Amending By-law 6121/93  
Amending By-law 7348/98

"Indexed" means increased by the increase in the average wage, as defined by the Income Tax Act (Canada), for each year from the later of the applicable Taxation Year and 1986 up to the year of pension benefit commencement.

Amending By-law 6121/93  
Amending By-law 7348/98

"Medical Doctor" means a physician or a surgeon, licensed to practice under the laws of a province of Canada or of the place where the Member resides and whom the Board recognizes as being qualified to give an expert opinion concerning the physical or mental condition of a Member.

Amending By-law 6121/93

"Member" means either:

- (a) an Employee who joined the Plan while he or she was an Eligible Employee, or
- (b) a former Employee who is entitled to a pension or a paid-up pension from the Plan.

"Money Purchase Limit" means, in respect of a calendar year, the amount determined under subsection 147.1(1) of the Income Tax Act (Canada), as amended from time to time.

Amending By-law 6121/93

"Partially Disabled" means a physical or mental condition which, in the opinion of the Board, on the basis of evidence submitted to it by one or more Medical Doctor(s), is less severe than a condition which would cause the Member to be considered to be Totally Disabled.

"Pension Adjustment" means, in respect of a calendar year, the amount determined for the Member under subparagraph 8301(6) of the Regulations under the Income Tax Act (Canada), as amended from time to time.

Amending By-law 6121/93

"Pension Benefits Act" means The Pension Benefits Act, c.P32, R.S.M. 1987 and the regulations made thereunder, all as amended from time to time.

"Pension Fund" means the fund established for the Plan in accordance with the terms of this By-law.

"Periodic Payments from Workers' Compensation" means payments, other than lump sum payments, received under the Workers' Compensation Act as compensation for loss of earnings caused by an accident occurring as a result of employment by the City or an Area Municipality.

"Plan" means The Civic Employees' Pension Plan established in accordance with this By-law or such successor plan thereto.

Amending By-law 6121/93

Plan Members' Account" means the Plan Members' Account established and maintained in accordance with subsection (3) of Section 6 of this By-law;  
*added 8169/2002*

"Position Regularly Occupied" means the position occupied by the Member on the permanent establishment list, or if he or she is employed in a temporary or a seasonal position, on the seniority list as maintained by the City. If the Position Regularly Occupied by the Member becomes redundant, for the purpose of determining benefits under this Plan, the Board shall designate the position to be used.

"Prior Plan" means:

- (a) a pension or retirement plan which was established for employees of an Area Municipality, of the Metropolitan Planning Commission, or of any board, commission or other employer who participated in the Plan by agreement with the City of Winnipeg, or
- (b) the pension plan for employees of the City established by By-law No. 1125/75.

Amending By-law 7348/98

"Reciprocating Employer" means:

- (a) the government of Manitoba or an agency thereof,
- (b) a school division, school district or school area in Manitoba,
- (c) an educational institution in Manitoba,
- (d) a municipality in Manitoba, or
- (e) a health authority, hospital or associated health care facility in Manitoba,

Amending By-law 7348/98

if the employer has established or is participating in any plan or scheme that provides pension, superannuation or disability benefits for or in respect of its employees and such plan or scheme has included the same or equivalent wording as is included in subsection (2) of Section 15.

"Registered Plan fund" means a registered retirement savings plan, registered retirement income fund, insurance contract, life annuity contract or pension plan under which the trustee, issuer or administrator, as applicable, agrees to administer any amounts transferred to the Plan fund or contract, as applicable, in the manner prescribed by the Pension Benefits Act.  
*amended 8169/2002*



"Regular Pension Benefits Account" means the Regular Pension Benefits Account established and maintained in accordance with subsection (3) of Section 6 of this By-law.

Amending By-law 6121/93

"Required Contributions" means contributions made by a Member to this Plan or a Prior Plan, other than Additional Contributions.

"Salary Continuance" means the remuneration paid to a Member during a period in which the Member is Disabled and is in receipt of benefits from a plan to which the City has contributed.

Amending By-law 6121/93

"Service" means the aggregate of each period which is:

- (a) a period during which an Employee had continuous employment with the City; Service commences on the date the Employee last became so employed and continues until his or her retirement, or earlier death or termination of employment from the City;
- (b) a period of employment by:
  - (i) an Area Municipality,
  - (ii) a municipality which became part of an Area Municipality,
  - (iii) the Metropolitan Planning Commission, or
  - (iv) any other district, board, commission or company whose employees became employees of an Area Municipality;

if such period of employment would have constituted a period of continuous employment had such period of employment been employment by the City;

- (c) a period during which the Employee was Eligible for Disability Benefits;

Amending By-law 7348/98

- (d) a period of absence from work in respect of which the Employee received:
  - (i) all or a portion of his or her Employment Earnings, or
  - (ii) disability benefits from this Plan, the Civic Employees' Long Term Disability Plan or a Prior Plan, or

(iii) Disability Income from a Group Insurance Policy Issued to the City,

Amending By-law 7348/98

- (e) any portion of the 26 week eligibility period needed to be Eligible For Disability Benefits during which the Employee did not receive Employment Earnings,
- (f) a period of maternity or parental leave that the City recognizes as satisfactory work performed, or

Amending By-law 7348/98

- (g) any other period of absence from work, other than due to lay-off, in respect of which the Employee made contributions to the Plan or the Prior Plan.

Any period of absence from work due to lay-off shall not be included as Service. A period of absence from work which is not included as part of Service shall not affect the continuity of the Employee's Service if the Employee returned to work for the City when asked to do so or when the leave of absence expired.

If the Employee is employed in a seasonal or temporary position, the period of absence from work which shall be included as part of the Employee's Service shall be determined as:

- (h) the period of absence which otherwise would be counted as Service;  
multiplied by the proportion which:
- (i) the Employee's Service during the two Taxation Years prior to the year in which the period of absence commenced,

Amending By-law 7348/98

is of

- (j) two years.

An Employee who works 96% or more of the standard number of hours applicable to the Position Regularly Occupied by the Employee in a Taxation Year shall be considered to have provided one year of Service.

If an Employee works less than 96% of the standard number of hours applicable to the Position Regularly Occupied by the Employee in a Taxation Year, a proportion of a year's Service will be considered to have been provided by the Employee. The proportion of a year's Service provided shall be the proportion that:

(k) the number of hours worked by the Employee in the Taxation Year

is of

(l) 96% of the standard number of hours applicable to the Position Regularly Occupied by the Employee.

Amending By-law 6121/93

"Spouse" means the person who married to the Member, if there is no Common-law Partner.  
*amended 8169/2002*

"Supplementary Pension Benefits Account" means the Supplementary Pension Benefits Account established and maintained in accordance with subsection (3) of Section 6 of this By-law.

Amending By-law 6121/93

"Taxation Year" means all of the pay periods of a Member which end in the same calendar year.

"Totally Disabled" means suffering from a physical or mental condition which the Board, on the basis of evidence submitted to it by one or more Medical Doctor(s), considers to be so severe that for the first 30 months of such disability the Member is unable to perform the normal duties of his or her occupation and thereafter is unable to engage in any occupation for which he or she is reasonably well qualified by education, training or experience.

"Totally and Permanently Disabled" means suffering from a physical or mental condition which the Board, on the basis of evidence submitted to it by one or more Medical Doctor(s), considers to be so severe that the Member is unable to engage for at least 26 weeks in any occupation for which he or she is reasonably well qualified by education, training or experience and that can be expected to last for the remainder of the Member's lifetime.

Amending By-law 7348/98

"Wage Loss Percentage" means the proportion determined in accordance with either subsections (3) and (6) of Section 11 or Sections 5 and 8 of Schedule "B" as applicable.

Amending By-law 7348/98

Amending By-law 7422/99

"With Interest" means:

(a) in respect of Required Contributions, accumulated at a rate of interest for each calendar year equal to the average of the 5-year personal fixed term chartered bank deposit rates, as published as Bank of Canada CANSIM series B14045, during the immediately preceding calendar year, and

- (b) in respect of all other types of contributions, accumulated at a rate of interest for each calendar year equal to the rate of return on the fixed income investments of the Pension Fund during the immediately preceding calendar year as determined by the Board, less 0.5%,

where interest is compounded annually and accumulates from the last day of the pay period in which that contribution was deducted from Earnings, or was paid by or to an Employer, to the last day of the pay period immediately prior to the date it begins to be paid as part of a pension or other payment.

*amended 8169/2002*

"Yearly Earnings" means the Earnings received by a Member for the pay periods which are completed in a Taxation Year divided by the Service completed by the Member in that Taxation Year.

"YMPE" means the Year's Maximum Pensionable Earnings as defined under the Canada Pension Plan.

Amending By-law 6121/93

## **SECTION 2 - ELIGIBILITY**

### **Prior Plan Members**

- (1) Each member of a Prior Plan on December 30, 1988 is eligible to join the Plan on December 31, 1988 unless he or she is ineligible because of subsection (3) of this Section.

### **New Employees**

- (2) Each Employee who was not a member of a Prior Plan on December 30, 1988 becomes eligible to join the Plan on the date of his or her employment by the City, or December 31, 1988 if later, unless he or she is ineligible because of subsection (3) of this Section.

### **Police Officers Not Eligible**

- (3) Notwithstanding subsection (1) and (2) of this Section, an Employee shall not become eligible to join the Plan if he or she can accumulate benefits under the Winnipeg Police Pension Plan.

## **SECTION 3 - MEMBERSHIP IN THE PLAN**

### **Prior Plan Members**

- (1) (a) Each member of a Prior Plan on December 30, 1988 who becomes eligible in accordance with subsection (1) of Section 2 shall become a Member of the Plan effective December 31, 1988.

- (b) Each member of a Prior Plan who died on or before December 30, 1988 and whose Spouse or Dependent Child was receiving a pension from the Prior Plan as at December 30, 1988 shall be deemed to have been a Member of the Plan.

### **New Employees - Compulsory Membership**

- (2) Each Employee who was not a member of a Prior Plan on December 30, 1988 shall, as a condition of employment, become a Member of the Plan on fulfilment of the eligibility requirements of subsection (2) of Section 2, except that:
  - (a) an Employee who was hired before September 28, 1975 is not required to become a Member,
  - (b) an Employee who regularly works less than the standard number of hours per week applicable to the Position Regularly Occupied by the Employee and who was hired before January 1, 1984 is not required to become a Member,
  - (c) an Employee who regularly works less than the standard number of hours per week applicable to the Position Regularly Occupied by the Employee and who was hired on or after January 1, 1984 is not required to become a Member until he or she has earned at least 25% of the maximum pensionable earnings under the Canada Pension Plan during each of two consecutive Taxation Years (or meets such other compulsory eligibility requirement as is specified in the Pension Benefits Act), and
  - (d) an Employee who is a student on a substantially full-time basis is not required to become a Member.

### **New Employees - Optional Membership**

- (3) Each Employee who is excepted from compulsory membership in accordance with clause (2)(b), (c) or (d) of this Section may elect, by completing the form prescribed by the Board, to become a Member of the Plan when first eligible or in any subsequent pay period.

### **Pre-1975 Opted-Out Employees**

- (4) Each Employee who is excepted from compulsory membership in accordance with clause (2)(a) of this Section shall have a one-time opportunity to elect, by completing the form prescribed by the Board, to become a Member of the Plan on or before such date in the 1990 Taxation Year as is prescribed by the Board.

## **SECTION 4 - CONTRIBUTIONS**

### **Employee Required Contributions**

- (1) Subject to subsection (7) of this Section, each Contributing Member shall contribute, by payroll deduction in each pay period while a Member of the Plan:

- (a) 6 1/2% of that portion of his or her Employment Earnings for a Taxation Year which are Canada Pension Plan Earnings, plus
- (b) 7 1/2% of any portion of his or her Employment Earnings for that Taxation Year which are in excess of Canada Pension Plan Earnings.

However no further Employee Contributions shall be deducted from the Member's Employment Earnings in a Taxation Year when the maximum lifetime pension is reached as described in subsection (3) of Section 7.

Amending By-law 6121/93  
Amending By-law 7348/98

### **Leave of Absence**

- (2) (a) A Contributing Member who has been granted leave of absence shall contribute if he or she receives Employment Earnings from the City during such absence. Such contributions shall be at the rate specified in subsection (1) of this Section.
- (b) A Contributing Member who has been granted leave of absence may, with the approval of the Board, contribute in respect of his or her Assumed Earnings. Such contributions shall be such percentage, Actuarially Calculated, of such Assumed Earnings as is determined by the Board to be equal to the average cost of benefits accruing under the Plan. The payment of such contributions shall be at regular intervals throughout the period. A Contributing Member may contribute in respect of his or her Assumed Earnings during an Eligible Period of Temporary Absence only if the total of such periods does not exceed the maximum prescribed in Section 8507 of the Regulation under the Income Tax Act (Canada), as amended from time to time.

*amended 6121/93; 8169/2002*

### **City's Contributions**

- (3) (a) Subject to clause 3(c) of this Section, the City shall contribute the amount, Actuarially Calculated, which is necessary each year, over and above the Members' Required Contributions, to provide the benefits which are accumulated as a result of Service by Members during that year.
- (b) After liquidating any unfunded liability or experience deficiency in a manner that fulfils the requirements of the Pension Benefits Act, the City may reduce its contributions to reflect any actuarial surplus in the Plan.

*amended 8169/2002*

- (c) A contribution made by the City may be returned to the City to whatever extent necessary to avoid revocation of the registration of the Plan as a registered pension plan under the Income Tax Act (Canada).

*amended 6121/93*

- (d) The City may use any amount in the City Account to reduce the contributions required under clause (a).

*added 8169/2002*

### **Employee Additional Contributions**

- (4) A Contributing Member may make Additional Contributions to the Plan in any Taxation Year up to the maximum amount allowed as a deduction in computing his or her taxable income under the Income Tax Act (Canada) for that Taxation Year in respect of his or her employment during the Taxation Year, provided that such Additional Contributions are made by payroll deduction; such contributions may commence in any pay period and thereafter may be increased, decreased or stopped by the Contributing Member giving notification in writing to the Board.

Such Additional Contributions shall be credited to the Member's individual account and shall not affect the City's contributions in any way.

*amended 7348/98; 8169/2002*

### **Contributions for Past Service**

- (5) (a) On or after January 1, 1995, a Contributing Member may elect prior to retirement, by completing the form prescribed by the Board, to make a contribution in respect of a period that is not Credited Service but that is a period of employment with:
- (i) the City,
  - (ii) an Area Municipality,
  - (iii) a municipality which became part of the Area Municipality,
  - (iv) the Metropolitan Planning Commission, or
  - (v) any other district, board, commission or company whose employees became employees of an Area Municipality;
- (b) The amount of the contribution to be made in respect of a period for which application is made in accordance with this subsection shall be Actuarially Calculated so as to be equal to the value of the benefits to which the Member is expected to be entitled as a result of this period becoming Service and Credited Service.
- amended 8169/2002*
- (c) The contribution determined in accordance with this subsection shall be paid by the Member within 30 days of the date of retirement.

- (d) On payment of a contribution in accordance with this subsection, the period in respect of which the contribution is made shall be added to the Member's Service and Credited Service.

Amending By-law 7348/98

- (6) [REPEALED]

Amending By-law 7348/98

**Restriction on Withdrawal of Contributions**

- (7) A Member may not withdraw his or her contributions from the Plan while an Employee or if prohibited by the Pension Benefits Act except to the extent necessary to avoid penalty under the Income Tax Act (Canada).

Amending By-law 6121/93

**Maximum Employee Contributions**

- (8) Notwithstanding the foregoing, the aggregate amount of contributions which a Member may make to the Plan in respect of a calendar year shall not exceed the limits specified in paragraph 8503(4)(a) of the Regulations under the Income Tax Act (Canada).

Amending By-law 6121/93

Amending By-law 7348/98

**SECTION 5 - PENSION FUND**

**Payments Into the Fund**

- (1) (a) All contributions deducted from Earnings and the contributions which the City makes as a result of such deductions will be paid into the Pension Fund by the City within four weeks of the date on which the deductions are made. All other contributions will be paid directly into the Pension Fund within four weeks of the required date.
- (b) All contributions made by each Member shall be accounted for separately, and the separate accounting shall show:
  - (i) the contributions made by the Member,
  - (ii) the interest credited on such contributions, and,
  - (iii) the payments made to the Member, or his or her survivor, beneficiary, or estate, as a result of such contributions.

Amending By-law 6121/93



**Payments Out of the Fund**

- (2) Except as otherwise provided under the Plan, payments shall be made out of the Pension Fund only to pay the benefits provided to Members and their survivors, beneficiaries or estates in accordance with the terms and provisions of the Plan, or to pay expenses relating to the administration of the Plan.

**Accounts Within the Pension Fund**

- (3) (a) The Pension Fund shall consist of four accounts, namely the Regular Pension Benefits Account, the Supplementary Pension Benefits Account, the Plan Members' Account, and the City Account.  
*amended 8169/2002*

- (b) There shall be credited to the Supplementary Pension Benefits Account:

- (i) contributions made by Contributing Members equal to 1% of Employment Earnings on which the Contributing Members have made contributions under subsection (1) or clause (2)(a) of Section 4,
- (ii) contributions made by the City under subsection (3) of Section 4 equal to the amount determined under subclause (i) above,

Amending By-law 7348/98

- (iii) 2% of any Assumed Earnings on which contributions are made under clause (2)(b) of Section 4, and
- (iv) [REPEALED]

Amending By-law 7348/98

- (v) that portion of the contributions made in accordance with clause (5)(b) of Section 4 relating to the value of cost-of-living adjustments in pension.  
*amended 8169/2002*

- (c) All other contributions shall be credited to the Regular Pension Benefits Account.

Amending By-law 6121/93

**Actuarial Valuations**

- (4) There shall be an actuarial valuation of the Pension Fund made as of December 31, 1988 and at least every three years thereafter.

**Solvency of the Fund**

- (5) The solvency of the Pension Fund shall be at all times guaranteed by the City. The Board, upon receipt of each actuarial valuation, shall review the Plan with the City who shall have the right to amend any of the terms and conditions of the Plan in respect of Service yet to be completed in order to maintain such solvency or to improve the benefits provided by the Plan.

**SECTION 6 - RETIREMENT**

**Normal Retirement Date**

- (1) Each Member's normal retirement date is the last day of the pay period in which the Member attains age 65.  
*amended 8169/2002*

**Alternative Retirement Date**

- (2) A Contributing Member may elect to retire from employment with the City on the last day of any pay period in which the Member:
- (a) is age 55 or older,
  - (b) has completed at least 30 years of Service,
  - (c) for retirement between January 1, 2000 and December 31, 2002, has completed a number of years of Service that when added to his or her age totals at least 80, or
  - (d) is Totally and Permanently Disabled.  
*amended 8169/2002*

**Notice of Retirement**

- (3) Each Member electing to retire in accordance with subsection (2) of this Section shall give the Board at least 30 days' notice of his or her intention to retire.  
*amended 7348/98; 8169/2002*

**Deemed Retirement at Age 69**

- (4) Each Member who is not retired on the last day of the Taxation Year in which he or she attains age 69 shall be deemed to have retired on that day and any reference to a retired Member shall include a Member who is deemed to have retired.

**SECTION 7 - RETIREMENT PENSION****Lifetime Pension**

- (1) Each Member who retires in accordance with Section 6 shall receive a pension for life which, each year, shall be equal to the aggregate of:
- (a) for each year of Credited Service prior to January 1, 1966, 2% of his or her Best 5-Year Average Earnings;
  - (b) for each year of Credited Service between January 1, 1966 and December 31, 1991:
    - (i) 1.5% of his or her Best 5-Year Average Canada Pension Plan Earnings, plus  
*amended 8169/2002*
    - (ii) 2% of his or her Best 5-Year Average Non-Canada Pension Plan Earnings;  
*amended 7348/98; 8169/2002*
  - (c) for each year of Credited Service between January 1, 1992 and December 31, 2002, the early retirement percentage determined under subsection (7) below, multiplied by:
    - (i) 1.5% of his or her Best 5-Year Average Canada Pension Plan Earnings, plus
    - (ii) 2% of his or her Best 5-Year Average Non-Canada Pension Plan Earnings;  
and
  - (d) for each year of Credited Service on and after January 1, 2003, the early retirement percentage determined under subsection (7) below, multiplied by:
    - (i) 1.5% of his or her Best 5-Year Average Canada Pension Plan Earnings, plus
    - (ii) 2% of his or her Best 5-Year Average Non-Canada Pension Plan Earnings.  
*amended 8169/2002*

**Pension Before Age 65**

- (2) Notwithstanding subsection (1) of this Section, the pension payable until the last day of the pay period in which he or she attains age 65 to a Member who retires prior to age 65 in accordance with clause (2)(a), 2(b) or (2)(c) of Section 6 shall be 2% of the Member's Best 5-Year Average Earnings for each year of Credited Service, provided that the excess of this pension over the pension determined under subsection (1) of this Section in respect of Credited Service after January 1, 1992 shall not exceed the maximum bridging benefit specified in paragraph 8503(2)(b) of the Regulations under the Income Tax Act (Canada).  
*amended 7348/98; 7422/99; 8169/2002*

**Maximum Lifetime Pension**

- (3) The annual pension determined under subsection (1) of this Section shall be limited to the aggregate of:
- (a) for each year of Credited Service before January 1, 1992 to a maximum of 35 years, the lesser of:
    - (i) the Defined Benefit Limit for the year in which pension payments commence, and
    - (ii) 2% of the Member's Highest Average Indexed Earnings; and
  - (b) for each year of Credited Service after January 1, 1992 the early retirement percentage determined under subsection (7) below, multiplied by the lesser of:
    - (i) the Defined Benefit Limit for the year in which pension payments commence; and
    - (ii) 2% of the Member's Highest Average Indexed Earnings;minus
  - (c) any pension payable from another registered pension plan in respect of the Member's Credited Service before January 1, 1992; and
  - (d) any portion of the pension transferred to a spouse or former spouse on marriage break-up or to a Common-law Partner or former Common-law Partner on breakup of a common-law relationship.

*amended 6121/93; 7348/98; 8169/2002*

**Maximum Pension Before Age 65**

- (4) The annual pension payable until the last day of the pay period in which the Member attains age 65 determined in accordance with subsection (2) shall be limited to the aggregate of:
- (a) the Defined Benefit Limit for the year in which pension payments commence times the sum of:
    - (i) the Member's Credited Service before January 1, 1992 to a maximum of 35 years, and
    - (ii) the Member's Credited Service after December 31, 1991;
  - (b) the maximum Old Age Security pension and Canada Pension Plan pension for the year in which pension payments commence, multiplied by the ratio of the Member's Credited Service before January 1, 1992 to his or her total Credited Service; and

- (c) 25% of the average of the YMPEs for the year in which pension payments commence and the two immediately preceding years multiplied by 1/35<sup>th</sup> of the Member's Credited Service after January 1, 1992 to a maximum of 35 years;

minus

- (d) any pension payable from another pension plan in respect of the Member's Credited Service before January 1, 1992; and
- (e) any portion of the pension transferred to a spouse or former spouse on marriage break-up or to a Common-law Partner or former Common-law Partner on breakup of a common-law relationship.

*amended 7348/98; 8169/2002*

### **Excess Employee Contributions**

- (5) (a) If, when a Member becomes entitled to a pension or paid-up pension, the Member's Required Contributions, With Interest, in respect of 1985 and subsequent Taxation Years exceed 50% of the Commuted Value of the pension benefit earned in respect of Credited Service in 1985 and subsequent Taxation Years, the excess shall, at the option of the Member, be either:

- (i) refunded to the Member in a lump sum, or
- (ii) subject to restrictions under the Income Tax Act (Canada), used to increase the Member's pension or paid-up pension; the amount of this increase in pension or paid-up pension shall be Actuarially Calculated.

- (b) For the purpose of clause (a):

- (i) the Member's Required Contributions shall exclude any contributions made in accordance with clause (2)(b) or subsection (5) of Section 4, and
- (ii) the pension benefit shall exclude any pension benefit purchased by such contributions.

*amended 8169/2002*

### **Pension for Additional Contributions**

- (6) Each Member who retires in accordance with Section 6 shall also receive for life, the annual pension which can be provided by the then Accumulated Value of his or her Additional Contributions, if any, unless the Member elects to receive the lump sum payment provided in subsection (3) of Section 17. The amount of this pension shall be Actuarially Calculated.

Amending By-law 6121/93

**Early Retirement Percentage**

(7) The early retirement percentage referred to in clauses (1) and (3) of this Section shall be 100% minus 0.25% for each complete month, if any, by which the Member's retirement date precedes the earliest of the date on which:

*amended 8169/2002*

- (a) the Member will attain age 60,
- (b) the Member would have accrued 30 years of Service, or
- (c) the Member's age plus Service would have totalled 80

if the Member had continued in full-time employment. For firefighters and Members who are Totally and Permanently Disabled the early retirement percentage shall be 100%.

Amending By-law 6121/93

Amending By-law 7348/98

**Payment of Pensions**

(8) Each pension shall be paid in bi-weekly instalments with the first instalment due on the last day of the pay period following the pay period in which the Member retires or is granted a disability pension. The last instalment is due on the last day of the pay period in which the Member dies and is payable to the person then entitled to receive any subsequent payments from the Plan. A corresponding procedure is followed when the pension is being paid to an Eligible Spouse, Common-law Partner or Dependent Child.

*amended 6121/93; 8169/2002*

**Amount of Bi-Weekly Instalments**

(9) The amount of each bi-weekly instalment shall be one twenty-sixth of the Member's yearly pension.

Amending By-law 6121/93

**Small Pensions**

(10) If a Member's annual pension is less than 4% of the YMPE for the year in which the Member retired, died, or terminated Service with the City, or if the Commuted Value of the Member's pension is less than 4% of the YMPE for the year in which the Member retired, died or terminated Service with the City, the Member, or if the Member has died the Member's Spouse, Common-law Partner, beneficiary or estate, whichever is applicable, shall receive a lump sum payment equal to the Commuted Value of the pension otherwise payable in lieu of all benefits under the Plan.

*amended 6121/93; 7348/98; 8169/2002*

## **SECTION 8 - COST-OF-LIVING ADJUSTMENTS**

### **Eligibility for Adjustments**

- (1) (a) Each pension payable to a Member, Spouse, Common-law Partner or Dependent Child shall be adjusted in accordance with this Section in the pay period which includes July 1 of each Taxation Year.  
*amended 8169/2002*
- (b) Such adjustments shall not apply to a disability pension paid to a Contributing Member.

### **Amount of Adjustments**

- (2) (a) The adjustment to a pension in accordance with this Section shall be calculated as a percentage of the pension payable in respect of the Member equal to 80% of the percentage change in the Consumer Price Index for Canada during the 12-month period which ended on the March 31 immediately preceding the date of the adjustment.  
*amended 8169/2002*
- (a.1) *repealed 8169/2002*

#### Amending By-law 7348/98

- (b) (i) If the pension in respect of which an adjustment is to be made in accordance with clause (a) has been in payment for less than 26 pay periods, the percentage adjustment shall be multiplied by the fraction  $\frac{N}{26}$ ,  
where N is the number of pay periods for which the pension has been in payment.
- (ii) For the purpose of this clause, any pension payments made to a Member shall be taken into account in determining the adjustment to any pension payable after the Member's death to the Spouse, Common-law Partner or Dependent Child of the Member.  
*amended 8169/2002*
- (iii) For the purpose of this clause, the payments of a Member's pension which ceased in accordance with Section 14 shall not be taken into account in determining the adjustment to any subsequent pension payable to or in respect of that Member.
- (c) No adjustment shall be made to a pension payable in respect of:
- (i) the Member's Additional Contributions, if any,

- (ii) the Member's excess contributions in accordance with subsection (5) of Section 7 or subclause (2)(a)(ii) of Section 12, or
- (iii) Old Age Security Integration in accordance with subsection (2) of Section 10.

Amending By-law 7348/98

- (d) If the Consumer Price Index for Canada decreases, each pension shall be adjusted accordingly, but the resulting pension shall not be less than the pension which would have been provided under the Plan had no adjustments been made in accordance with this Section.  
*amended 8169/2002*
- (e) If a pension reduces or a portion of a pension ceases in a pay period, the portion of any adjustment payable in accordance with this Section in respect of the reduction in pension or pension which ceased shall cease in that pay period.

**Limitation on Adjustments**

- (3) Notwithstanding subsection (2) of this Section, the percentage adjustment provided in accordance with this Section shall not exceed the percentage, Actuarially Calculated, which can be sustained for at least the next 10 years by the excess of:
  - (a) the balance of the Supplementary Pension Benefits Amount,
  - over
  - (b) the reserve, Actuarially Calculated, which is required to finance expected future payments of adjustments previously granted in accordance with this Section and to finance expected future lump sum refunds or pension payments in respect of Members' contributions credited to the Supplementary Pension Benefits Account.

Amending By-law 7348/98

**SECTION 9 - NORMAL FORM OF PENSION**

**Members with Eligible Spouse or Common-law Partner**

- (1) (a) The normal form of pension of a Member who has an Eligible Spouse or Common-law Partner on his or her retirement date is a pension payable to the Member for the lifetime of the Member and, after the Member's death, a pension to the Eligible Spouse or Common-law Partner for the Eligible Spouse or Common-law Partner's remaining lifetime of 66 2/3% of the lifetime pension to which the Member would have been entitled had the Member continued to live.  
*amended 8169/2002*



- (b) The amount of the Member's pension calculated in accordance with subsections (1) and (2) of Section 7 shall be reduced by 2%.

Amending By-law 7422/99

- (c) If the Member is survived by an Eligible Spouse or Common-law Partner and by:
- (i) two Dependent Children, a pension of 3 1/3% of the Member's lifetime pension shall be payable and divided equally among the Dependent Children or their respective legal guardian(s),
  - (ii) three or more Dependent Children, a pension of 8 1/3% of the Member's lifetime pension shall be payable and divided equally among the Dependent Children or their respective legal guardian(s).
- (d) If the Member and Eligible Spouse or Common-law Partner both die and are survived by one or more Dependent Children, a pension of 50% of the Member's lifetime pension shall be payable and divided equally among the Dependent Children or their respective legal guardian(s).

*amended 6121/93; 7348/98; 8169/2002*

**Members with Spouse or Common-law Partner**

- (1.1) The normal form of pension of a Member who has a Spouse or Common-law Partner who is not an Eligible Spouse or Common-law Partner on his or her retirement date is a pension payable in the form described in subsection (1) of this Section, except that the amount of the Member's pension shall be Actuarially Calculated and equivalent in value to the normal form of pension described in subsection (3) of this Section.

*amended 7348/98; 8169/2002*

**Members Without Spouse, or Common-law Partner With Dependent Children**

- (2) The normal form of pension of a Member who does not have a Spouse or Common-law Partner and has one or more Dependent Children on his or her retirement date is a pension payable to the Member for the lifetime of the Member and, after the Member's death, a pension of 50% of the Member's lifetime pension shall be payable and divided equally among the Dependent Children or their respective legal guardian(s).

*amended 6121/98; 7348/98; 8169/2002*

**Members Without Spouse, Common-law Partner With No Dependent Children**

- (3) The normal form of pension of a Member who does not have a Spouse, Common-law Partner or Dependent Children on his or her retirement date shall be a pension payable for the lifetime of the Member.

*amended 6121/93; 7348/98; 8169/2002*

**Lump Sum Refund When Pension Payments Cease**

- (4) If pension payments cease before the total of the payments made to the Member and his or her Spouse, Common-law Partner and Dependent Children under the terms of Schedules "A", or "C" of this By-law is at least equal to the aggregate of:
- (a) the Member's Required Contributions, With Interest, and
  - (b) the Accumulated Value of the Member's Additional Contributions, if any, and

the unpaid balance of this aggregate amount shall be paid to the beneficiary or estate, whichever is applicable, of the last survivor or, where the pension ceases because a Child ceases to be a Dependent Child, to that Child.

*amended 6121/93; 7348/98; 8169/2002*

**SECTION 10 - OPTIONAL FORMS OF PENSION****50% Surviving Spouse's or Common-law Partner's Pension**

- (1) (a) Before the date of pension commencement, a Member who has a Spouse or Common-law Partner may elect, jointly with the Spouse or Common-law Partner, in a form approved by the Pension Commission of Manitoba and in accordance with the requirements prescribed under the Pension Benefits Act, to receive in lieu of the normal form of pension an unreduced pension for the lifetime of the Member and, after the Member's death, a pension to the Spouse or Common-law Partner for the Spouse's or Common-law Partner's remaining lifetime of 50% of the pension to which the Member would have been entitled had the Member continued to live. Such pension shall be unreduced in the case of a Member with an Eligible Spouse or Common-law Partner and shall be Actuarially Calculated and equivalent in value to the normal form in the case of a Member with a Spouse who is not an Eligible Spouse.

*amended 8169/2002*

- (b) If the Member is survived by the Spouse or Common-law Partner and by one or more Dependent Children and an election was made in accordance with clause (a), a pension of:
- (i) 10% while there is one Dependent Child,
  - (ii) 20% while there are two Dependent Children, or
  - (iii) 25% while there are three or more Dependent Children,

of the Member's pension in accordance with subsections (1) and (3) of Section 7 shall be payable to the Dependent Child or his or her legal guardian(s) in the case of subclause (i) and payable and divided equally among the Dependent Children or their respective legal guardian(s) in the case of subclauses (ii) and (iii).

Amending By-law 6121/93

Amending By-law 7422/99

- (c) If the Member is survived by one or more Dependent Children but not by the Spouse or Common-law Partner and an election was made in accordance with clause (a), a pension of 50% of the pension to which the Member would have been entitled had the Member continued to live shall be payable on the terms and conditions specified in subsection (2) of Section 9.

### **Old Age Security Integration (also referred to as Advance Recovery Option)**

- (2) (a) If a Member is retiring in accordance with Section 6 prior to age 65, the Member may, prior to the commencement of the pension, elect to have his or her pension integrated with the Old Age Security pension expected to be received by the Member. The effect of such integration shall be to provide the Member with an increased pension from the Plan until the last day of the pay period in which the Member attains age 65. Thereafter, the pension will be reduced by the amount previously expected to be received as Old Age Security pension. The increase in pension payable until age 65 shall be Actuarially Calculated and equivalent in value of the reduction in pension after age 65.
- (b) Any pension payable in respect of a Spouse or Common-law Partner shall be determined as if the Member had not elected to integrate his or her pension.
- (c) The integration option shall be available to the Spouse or Common-law Partner of a Member and the conditions specified in clause (a) shall apply.

Amending By-law 7348/98

### **Other Forms of Pension**

- (3) (a) In lieu of the normal form of pension, a Member who:
- (i) does not have a Spouse or Common-law Partner, or
  - (ii) has elected jointly with his or her Spouse or Common-law Partner, in a form approved by the Pension Commission of Manitoba and in accordance with the requirements prescribed under the Pension Benefits Act,

may elect prior to the Member's retirement date another form of lifetime pension from the list outlined in subclauses (e)(i), (ii) and (iii) below and which is acceptable to the Board and conforms to the requirements of the Income Tax Act (Canada) and any regulations and administrative rules thereunder.

*amended 8169/2002*

- (b) Such optional form of pension shall be Actuarially Calculated and equivalent in value to the pension and other benefits which would otherwise have contingently been payable, determined as if the Member did not have an Eligible Spouse or Common-law Partner or Dependent Children.

Amending By-law 7348/98

- (c) In lieu of the normal form of pension, a Member who has a Spouse or Common-law Partner may elect prior to the Member's retirement date the form of lifetime pension outlined in subclause (e)(iv).

- (d) An optional form of pension elected in accordance with clause (c) shall be Actuarially Calculated and equivalent in value to the pension payable in the normal form.

*added 8169/2002*

- (e) The other forms of pension available are summarized as follows:

- (i) Life and Guaranteed 5 Years

Bi-weekly payments will be made for the lifetime of the Member but if death occurs before the Member has received 5 years of bi-weekly payments, the balance of the 5 years of bi-weekly payments will be made to the Member's Beneficiary.

- (ii) Life and Guaranteed 10 Years

Bi-weekly payments will be made for the lifetime of the Member but if death occurs before the Member has received 10 years of bi-weekly payments, the balance of the 10 years of bi-weekly payments will be made to the Member's Beneficiary.

- (iii) Life and Guaranteed 15 Years

Bi-weekly payments will be made for the lifetime of the Member but if death occurs before the Member has received 15 years of bi-weekly payments, the balance of the 15 years of bi-weekly payments will be made to the Member's Beneficiary.

(iv) Joint and 100% Survivor (Only Available to Members with Spouse or Common-law Partner)

Bi-weekly payments will be made for the lifetime of the Member and if at date of death of the Member, the Member's Spouse or Common-law Partner is then surviving, bi-weekly payments will be made for the Spouse's or Common-law Partner's remaining lifetime of 100% of the lifetime pension to which the Member would have been entitled had the Member continued to live.

*amended 6121/93; 8169/2002*

**Election Irrevocable**

- (4) No change can be made in the form of pension elected by a Member after the first pension payment has been made.

**SECTION 11 - DISABILITY BENEFITS**

**Eligibility for Disability Benefits**

- (1) (a) A Member who is not entitled to a paid-up pension and who is Totally Disabled or Partially Disabled may apply for disability benefits. If the application is approved by the Board, it shall be effective on the date on which the Member has been Totally Disabled or Partially Disabled and for whom the Date Disability Commenced is prior to January 1, 1992, and under the regular and personal care of a Medical Doctor for at least the last 26 weeks. The Board shall not approve an application unless the Member's disability has caused the amount which the Member received as Employment Earnings, other than income received as a result of sick leave or from Workers' Compensation, to be reduced throughout the 26 week period.

Amending By-law 6121/93

Amending By-law 7348/98

- (b) An application for disability benefits by a Member who regularly works less than the standard number of hours per week applicable to the Position Regularly Occupied by the Member shall not be approved by the Board if the Member has accumulated less than 200 days' service in the 24 months immediately prior to the Date Disability Commenced. For this purpose, a Member shall be deemed to have accumulated a day of service when the Member has Earnings in relation to the number of hours equal to the standard number of hours per day applicable to the Position Regularly Occupied by the Member.

- (c) A Member's eligibility to apply for disability benefits shall not be affected by periods during which the Member's Employment Earnings were not reduced if the periods continue for less than two weeks, provided the Member is Totally Disabled or Partially Disabled for at least 26 weeks and the causes of the disability do not change.
- (d) [REPEALED]

Amending By-law 7348/98

- (e) A Member's application for disability benefits shall not be approved by the Board if such approval would result in the Member receiving disability benefits in respect of a pay period after the pay period in which the Member attains age 65.

**Medical Evidence**

- (2) (a) The Board may require each Member who applies for disability benefits to be examined by one or more Medical Doctor(s) appointed by the Board and the Board shall obtain such other information as it may consider necessary to enable it to determine if the Member is Disabled, and if Disabled, the extent of disability and the Date Disability Commenced. If a Member disagrees with a decision made by the Board, the Member may submit an appeal and the Board shall reconsider its decision. Prior to such reconsideration, the Member will be given an opportunity to present any additional information which the Member considers to be important in the disposition of the appeal. The decision of the Board shall be final and conclusive.
- (b) The Board may, from time to time, ask a Member who is receiving disability benefits to submit further information, including medical information which, at the Board's option, shall be obtained from a Medical Doctor appointed by the Board.

**Initial Amount of Disability Benefits**

- (3) If the application of a Member for disability benefits is approved, the amount of the disability benefit shall be calculated according to the following formula:

$$P \times L$$

where

- P is the pension calculated in accordance with Section 7, except that subsection (2) of Section 7 shall not apply if the Member qualifies for disability benefits from the Canada Pension Plan or the Member's failure to qualify is, in the opinion of the Board, the result of a failure to complete the requirements related to the application for such a pension.
- L the "Wage Loss Percentage", is the fraction obtained by dividing:

- (a) the continuous reduction in the Member's Employment Earnings, excluding any income received as a result of sick leave or Workers' Compensation, during the 26 week period used in subsection (1) of this Section to determine the Member's eligibility for the disability benefit,

by

- (b) the Employment Earnings which the Member would have received during that 26 week period had the Member continued to be employed in the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced,

as determined by the Board.

Amending By-law 7348/98

**Minimum Disability Benefits**

- (4) (a) The bi-weekly amount of the Member's disability benefit, excluding the pension provided by the Accumulated Value of the Member's Additional Contributions, if any, shall not be less than the amount by which:

- (i) a. for the period from January 1, 2000 until December 31, 2002, 66 2/3%, and
- b. for all other periods, 60%

of the Member's Average Bi-Weekly Earnings multiplied by the Member's Wage Loss Percentage determined in accordance with subsections (3) and (6) of this Section,  
*amended 8169/2002*

exceeds

- (ii) the other income, if any, to which the Member is entitled.

- (b) For the purpose of clause (a) above, "other income" is income which the Member is receiving, or is deemed by the Board to be eligible to receive, from:

- (i) the Canada Pension Plan, excluding dependent benefits,
- (ii) Workers' Compensation,
- (iii) any group insurance policy issued to the City, and
- (iv) the Manitoba Public Insurance Corporation Personal Injury Protection Plan.

If such income is paid other than bi-weekly, the equivalent bi-weekly amount shall be used.

Amending By-law 7348/98

**Maximum Disability Benefits**

- (5) (a) The bi-weekly amount of a Member's disability benefit, excluding the pension provided by the Accumulated Value of the Member's Additional Contributions, if any, shall not be greater than the amount by which:
- (i) 85% of the Member's Average Bi-Weekly Earnings multiplied by the Member's Wage Loss Percentage determined in accordance with subsections (3) and (6) of this Section
- exceeds
- (ii) the other income, if any, to which the Member is entitled.
- (b) For the purpose of clause (a) above, "other income" is as defined in clause (4)(b) of this Section together with:
- (i) any Canada Pension Plan dependent benefits which the Member is eligible to receive, and
  - (ii) any income which the Member is receiving as a result of sick leave.

Amending By-law 7348/98

**Changes in Wage Loss Percentage**

- (6) (a) The Member's disability benefit calculated in accordance with subsections (3), (4) or (5) of this Section shall be re-calculated whenever there is a change in:
- (i) the Member's Employment Earnings,
  - (ii) the rate of remuneration and/or profit which the Member is earning, or
  - (iii) the rate of remuneration and/or profit which the Board, in its sole discretion, considers a Member who has been Disabled for at least thirty months is capable of earning.
- (b) In the event of a change in accordance with clause (a) above, the Member's Wage Loss Percentage shall be re-calculated using the following formula:

$$L = \frac{A - (\text{the greater of B and C})}{A}$$



where

- L is the Member's Wage Loss Percentage.
- A is the bi-weekly earnings rate, as at the date of the re-calculation, applicable to the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced.
- B is the Member's bi-weekly rate of Employment Earnings.
- C is the bi-weekly rate of remuneration and/or profit which the Board considers the Member is capable of earning.
- (c) The Wage Loss Percentage for a Member who has been disabled for at least thirty months shall not exceed the degree of disability established for the Member by the Board at its sole discretion, on the basis of the Board's assessment of the Member's ability to perform the duties of any gainful occupation, taking into consideration the Member's education, training and experience and any evidence submitted by one or more Medical Doctor(s) appointed by the Board.
- (d) If the Member disagrees with a decision made by the Board in accordance with this subsection, the Member may submit an appeal and the Board shall reconsider its decision. Prior to such reconsideration, the Member shall be given an opportunity to present any additional information which the Member considers to be important in the disposition of the appeal. The decision of the Board shall be final and conclusive.

Amending By-law 7348/98

**Adjustments in Amount of Disability Benefits**

- (7) (a) (i) Each disability benefit calculated in accordance with subsection (3) shall be adjusted in the first pay period of each Taxation Year.
- (ii) The adjusted disability benefits determined in accordance with subclause (i) shall be determined using the formula:

$$P \times L$$

where

- P is as defined in subsection (3), except that it shall be re-calculated taking into account the Member's Credited Service, Best 5-Year Average Earnings, Best 5-Year Average Canada Pension Plan Earnings and Best 5-Year Average Non-Canada Pension Plan Earnings up to the end of the immediately preceding Taxation Year.

- L is the Member's Wage Loss Percentage determined in accordance with subsections (3) and (6).
- (b) The minimum disability benefit calculated in accordance with subsection (4) and the maximum disability benefit calculated in accordance with subsection (5) shall be adjusted in any pay period that there is a change in the earnings rate applicable to the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced by multiplying the Member's Average Bi-Weekly Earnings by the ratio  $\frac{B_1}{B_0}$

where

$B_1$  is the earnings rate applicable in that pay period to the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced.

$B_0$  is the earnings rate applicable to that position in the pay period which includes the Date Disability Commenced.

Amending By-law 7348/98

### **Duration of Disability Benefits Payments**

- (8) (a) If the Member has completed at least 5 years of Credited Service prior to the date on which his or her first disability benefit payment is due, the disability benefit shall commence on the first day of the pay period following the effective date of approval and is payable for as long as the Member is Totally or Partially Disabled and under the regular and personal care of a Medical Doctor.
- (b) If the Member has completed more than 1 year of Credited Service but less than 5 years of Credited Service prior to the date on which his or her first disability benefit payment is due, the disability benefit is payable for the lesser of:
- (i) the period during which the Member is Totally or Partially Disabled and under the regular and personal care of a Medical Doctor, and
  - (ii) 5 years.
- (c) If the Member has completed less than 1 year of Credited Service prior to the date on which his or her first disability benefit payment is due, the disability benefit is payable for the lesser of:
- (i) the period during which the Member is Totally or Partially Disabled and under the regular and personal care of a Medical Doctor, and
  - (ii) 1 year.

- (d) For the purpose of this subsection, the Member's Credited Service shall not include any period in respect of which the Member received disability benefits from this Plan or a Prior Plan, but no Employment Earnings.

**Discontinuance of Disability Benefits**

- (9) (a) The Board shall cause the Member's disability benefit to be discontinued if:
- (i) the Board finds the Member again able to perform the normal duties of his or her occupation, or
  - (ii) the Member has been disabled for less than 30 months and refuses rehabilitative employment which, in the opinion of the Board, the Member is capable of performing, and the Member's appeal, if any, has been rejected, or
  - (iii) the Member has been disabled for at least 30 months and the Board finds the Member able to become employed in an occupation for which the Member is reasonably well qualified by education, training or experience, or
  - (iv) the Member refuses or cannot provide the Board with satisfactory evidence of his or her continuing disability, or
  - (v) the Member is incarcerated for a period of time in a prison or similar place of confinement, or
  - (vi) the Member is no longer resident in Manitoba within a reasonable distance of available rehabilitative employment with the City or another employer approved by the Board, unless the Board approves otherwise.

Amending By-law 7348/98

- (b) If the Member's disability benefit is discontinued in accordance with clause (a) and:
- (i) the Member is employed by the City, the Member shall again be subject to the terms and be entitled to the benefits of the Plan, or
  - (ii) the Member is not employed by the City, the Member shall cease to accumulate Service as at the date his or her disability benefit ceased.

**Recommencement of Disability Benefits**

- (10) (a) If a member who has received disability benefits again becomes Totally Disabled or Partially Disabled prior to age 65, the disability benefit shall re-commence upon completion of the waiting period specified in the table below and approval of the Member's application by the Board if:

- (i) the Member has been, or the Board finds the Member able to have been, employed for less than 74 weeks since the disability benefit last ceased,
- (ii) the disability is due to the same causes as the prior disability, and
- (iii) the disability benefit has not been paid for the maximum period specified in subsection (8) of this Section.

<u>Period Since Disability Pension Last Ceased</u>	<u>Waiting Period</u>
less than 26 weeks	nil
at least 26 weeks but not less than 30 weeks	2 weeks
at least 30 weeks but not less than 34 weeks	4 weeks
at least 34 weeks but not less than 38 weeks	6 weeks
at least 38 weeks but not less than 42 weeks	8 weeks
at least 42 weeks but not less than 46 weeks	10 weeks
at least 46 weeks but not less than 50 weeks	12 weeks
at least 50 weeks but not less than 54 weeks	14 weeks
at least 54 weeks but not less than 58 weeks	16 weeks
at least 58 weeks but not less than 62 weeks	18 weeks
at least 62 weeks but not less than 66 weeks	20 weeks
at least 66 weeks but not less than 70 weeks	22 weeks
at least 70 weeks but not less than 74 weeks	24 weeks

Amending By-law 7348/98

- (b) The Board, at its sole discretion, may waive the waiting period specified in clause (a) if:
  - (i) immediately prior to the recurrence of the disability, the Member was working in his or her original job function with the City, and
  - (ii) the disability is considered by the Board to be a chronic illness.

Amending By-law 7348/98

- (c) For the purpose of clause (b):
 

"original job function" means the duties performed by the Member immediately prior to the Date Disability Commenced as determined by the department of the City in which the Member was employed, and

"chronic illness" means a disability:

  - (i) for which there is no cure,

- (ii) the natural history of which is such that it is known that the Member will continue to experience signs and symptoms of the disability throughout his or her lifetime despite medical treatment, and
- (iii) the symptoms of which preclude the Member from maintaining a record of attendance at work that is consistent with that of the Member's co-workers.

Amending By-law 7348/98

**Attainment of Age 65**

- (11) If the Member receives disability benefits in the pay period in which he or she attains age 65, the disability benefit shall cease and the Member may elect to retire and receive a pension determined in accordance with Section 7.

**Administrative Procedures**

- (12) Except as otherwise specified in this Section, the eligibility of a Member for disability benefits, the date on which such pension commences or is subsequently decreased, increased or discontinued, and the amount of any increase or decrease in such pension, shall be determined in accordance with the administrative procedures then in use by the Board.

**SECTION 12 - DEATH PRIOR TO RETIREMENT**

**Lump Sum Refund Benefit**

- (1) If a Member dies while an Employee but before completing either 2 years of Service or 2 years of Plan membership and before becoming eligible for a pension, the Member's beneficiary or estate, whichever is applicable, shall receive in a lump sum:

*amended 8169/2002*

- (a) the Member's Required Contributions, With Interest, plus
  - (b) the Accumulated Value of the Member's Additional Contributions, if any,
- less
- (c) any payments previously made to the Member under the terms of Schedules "A" or "C" of this By-law.

Amending By-law 5597/91

Amending By-law 7348/98

**Survivor Pension - Employees With Eligible Spouse or Common-law Partner**

- (2) (a) If a Member dies while an Employee and after having completed at least 2 years of Service or 2 years of Plan membership or after having become eligible for a pension, and is survived by an Eligible Spouse or Common-law Partner, then the Eligible Spouse or Common-law Partner shall receive a lifetime pension each pay period equal to:
- (i) 50% of the pension calculated in accordance with the formula contained in subsections (1) and (3) of Section 7 but with an early retirement percentage of 100% in respect of the Member's Earnings and Credited Service up to the date of the Member's death, plus
  - (ii) if the Member was receiving disability benefits under Section 11 immediately prior to death, 50% of the pension which the Member was receiving immediately prior to the Member's death as a result of the Member's Additional Contributions, if any.  
*amended 7348/98; 8169/2002*
- (b) If the Member to whom clause (a) applies is also survived by one or more Dependent Children, a pension of:
- (i) 20% while there is one Dependent Child,
  - (ii) 40% while there are two Dependent Children, or
  - (iii) 50% while there are three or more Dependent Children,
- of the pension calculated in accordance with subclause (2)(a)(i) of this Section shall be payable and divided equally among the Dependent Children or their respective legal guardian(s).
- (c) If the Eligible Spouse or Common-law Partner dies while there is one or more Dependent Children, the pension shall continue to be paid on the terms and conditions specified in subsection (3) of this Section.

Amending By-law 5597/91  
Amending By-law 6121/93  
Amending By-law 7348/98

**Survivor Pension - Employees With Spouse (or Common-law Partner)**

- (2.1) If a member dies while an Employee and after having completed at least 2 years of Service or 2 years of Plan membership or after having become eligible for a pension, and is survived by a Spouse or Common-law Partner who is not an Eligible Spouse or Common-law Partner, then the Spouse or Common-law Partner shall receive a lifetime pension Actuarially Calculated and equivalent in value to the lump sum described in subsection (4) of this Section.

*amended 7348/98; 8169/2002*

**Survivor Pension - Employees Without Spouse or Common-law Partner, With Dependent Children**

- (3) (a) If a Member dies while an Employee and after having completed at least 2 years of Service or 2 years of Plan membership or after having become eligible for a pension, and is survived by one or more Dependent Children but not by a Spouse or Common-law Partner, a pension shall be paid to the legal guardian of such Dependent Children, or to the Dependent Children if no guardian is required by law. The amount of this pension shall be equal to the pension calculated in accordance with clause 2(a) of this Section.
- (b) If there is more than one Dependent Child, an equal share of the pension shall be paid in respect of each Child.
- (c) The portion of the pension payments made in respect of a Dependent Child shall cease when the Child ceases to be a Dependent Child and subsequent pension payments shall be re-distributed to the remaining Dependent Children, if any.
- (d) [REPEALED]

Amending By-law 5597/91

Amending By-law 6121/93

Amending By-law 7348/98

*amended 8169/2002*

**Survivor Pension - Employees Without Spouse, Common-law Partner or Dependent Children**

- (4) If a Member dies while an Employee and after having completed at least 2 years of Service or 2 years of Plan membership or after having become eligible for a pension, and is not survived by a Spouse or Common-law Partner or Dependent Children, the Member's beneficiary or estate, whichever is applicable, shall receive in a lump sum:
- (a) the Member's Required Contributions in respect of Taxation Years prior to 1985, With Interest, plus
- (b) the Commuted Value of the pension benefit earned by the Member in respect of Credited Service in 1985 and subsequent Taxation Years, plus

- (c) the excess, if any, of the Member's Required Contributions in respect of 1985 and subsequent Taxation Years, With Interest, over 50% of the Commuted Value of the pension benefit earned by the Member in respect of Credited Service in 1985 and subsequent Taxation Years, plus

Amending By-law 6121/93  
Amending By-law 7348/98

- (d) the Accumulated Value of the Member's Additional Contributions, if any,  
less
- (e) any payments previously made to the Member under the terms of Schedules "A" or "C" of this By-law.
- (f) [REPEALED]

Amending By-law 5597/91  
Amending By-law 6121/93  
Amending By-law 7348/98

**Survivor Benefits - Paid-Up Pensioners**

- (5) If a Member to whom a paid-up pension has been granted and not subsequently cancelled dies prior to the commencement of the paid-up pension and the Member:
  - (a) is survived by a Spouse or Common-law Partner, the Spouse or Common-law Partner shall receive the lifetime pension, Actuarially Calculated, which can be provided by the Commuted Value of the paid-up pension,  
or
  - (b) is not survived by a Spouse or Common-law Partner, the Member's beneficiary or estate, whichever is applicable, shall receive a lump sum payment equal to the Commuted Value of the paid-up pension.

Amending By-law 7348/98  
*amended 8169/2002*

**Minimum Survivor's Pension**

- (6) (a) If, at the date of death of the Member:
  - (i) the Commuted Value of the pension benefit earned by the Member in respect of Credited Service in 1985 and subsequent Taxation Years,  
  
exceeds



- (ii) the value, Actuarially Calculated, of the benefits payable in accordance with subsections (2) or (3) in respect of the Member's Credited Service in 1985 and subsequent Taxation Years,

an additional pension, Actuarially Calculated and equivalent in value to the excess, shall be payable.

- (b) If, at the date of death of the Member:

- (i) the Member's Required Contributions in respect of 1985 and subsequent Taxation Years, With Interest,

exceeds

- (ii) 50% of the value, Actuarially Calculated, of the benefits payable in accordance with subsections (2) or (3) in respect of the Member's Credited Service in 1985 and subsequent Taxation Years and any additional pension payable in accordance with clause (a),

a further additional pension, Actuarially Calculated and equivalent in value to the excess, shall be payable.

- (c) If benefits are payable under subsection (2), then the additional pension payable in accordance with this subsection shall be a lifetime pension payable to the Eligible Spouse or Common-law Partner.
- (d) If benefits are payable under subsection (3), then an equal share of the additional pension payable in accordance with this subsection shall be payable to each Dependent Child, or their respective legal guardian, calculated on the basis that each share is payable until the Dependent Child attains 25 years of age. If, at the date on which the last Dependent Child ceases to be a Dependent Child, the aggregate of all benefits paid to Dependent Children is less than the sum of the amount in subclause (a)(i) and the excess, if any, under clause (b), the balance shall be paid in equal shares to each surviving Child who was a Dependent Child at the death of the Member.

*amended 8169/2002*

### **Maximum Pre-retirement Survivor Pensions**

- (7) (a) If, at the date of the death of the Member, the pension payable to two or more Dependent Children is increased in accordance with subsection (6) of this Section, the increased pension shall not exceed the Member's projected lifetime retirement benefit equal to the greater of:

- (i) the annual amount of lifetime retirement benefits that would have accrued to the Member to age 65 had the Member survived to that age and continued employment and had the Member's rate of pay not increased, or if lower, 150% of the YMPE for the year in which the Member died, and
  - (ii) the annual amount of lifetime retirement benefits accrued to the Member to the date of the Member's death.
- (b) If the pension payable to one Dependent Child is increased in accordance with subsection (6) of this Section, the increased pension shall not exceed 66 2/3% of the amount determined in clause (a) above.
- (c) If the sum of:
- (i) the amount determined in accordance with clause (6)(a)(i), and
  - (ii) the excess, if any, determined in accordance with clause 6(b)

exceeds the Commuted Value of the pension determined in accordance with clause (a) or (b) of this subsection in respect of Credited Service in 1985 and subsequent years, the excess amount shall be payable in a lump sum to be divided equally among the Dependent Children or their respective legal guardian(s), as the case may be.

Amending By-law 6121/93

Amending By-law 7348/98

*amended 8169/2002*

### **Portability**

- (8) In lieu of the pension to which a Spouse or Common-law Partner is entitled in accordance with this Section, the Spouse or Common-law Partner may, within 90 days of receiving notification from the Board of the benefits payable as a result of the death of the Member, elect to transfer the Commuted Value of the pension to another Registered Plan.

*amended 6121/93; 8169/2002*

### **Lump Sum Refund When Pension Payments Cease**

- (9) If the pension payments to a Member's Spouse or Common-law Partner or Dependent Children, if any, cease before the total of these payments, together with any payments previously made to the Member under the terms of Schedules "A" or "C" of this By-law, are at least equal to the aggregate of:

- (a) the Member's Required Contributions, With Interest, and
- (b) the Accumulated Value of the Member's Additional Contributions, if any,

the unpaid balance of this aggregate amount shall be paid to the beneficiary or estate of the Spouse or Common-law Partner or last Dependent Child, whichever is applicable, when the payments cease because of death, or to the Dependent Child when payments cease because the Child ceases to be a Dependent Child.

*amended 7348/98; 8169/2002*

### **SECTION 13 - TERMINATION OF SERVICE**

#### **Less than 2 Years' Service**

- (1) If, for any reason other than death, a Member's Service with the City terminates before the Member becomes eligible for a pension and before completing either 2 years of Service or 2 years of Plan membership, the Member shall receive in a lump sum:

*amended 8169/2002*

- (a) the Member's Required Contributions, With Interest, plus,
  - (b) the Accumulated Value of the Member's Additional Contributions, if any,
- less
- (c) any payments previously made to the Member under the terms of Schedules "A" or "C" of this By-law.

Amending By-law 5597/91

Amending By-law 6121/93

Amending By-law 7348/98

#### **More Than 2 Years' Service or Plan Membership**

*amended 8169/2002*

- (2) If, for any reason, other than death, a Member's Service with the City terminates before the Member becomes eligible for a pension and after having completed at least 2 years of Service or 2 years of Plan membership, the Member is entitled to receive a paid-up pension commencing on the last day of any pay period following the pay period in which the Member attains age 60 (age 55 if the Member's date of employment with the City was prior to April 11, 1992) or is Totally and Permanently Disabled or, if the paid-up pension commences between January 1, 2000 and December 31, 2002, has completed a number of years of Eligibility Service that when added to his or her age totals at least 80, the amount of the paid-up pension shall be equal to the greater of:

*amended 8169/2002*

- (a) the paid-up pension determined in accordance with Section 7, and

- (b) the paid-up pension, Actuarially Calculated so that, as at the date the Member's Service terminated, the value of the paid-up pension is equivalent in value to the lump sum determined in accordance with subsection (1) of this Section.

Amending By-law 5597/91  
Amending By-law 6121/93  
Amending By-law 7348/98

*[NOTE: Age 55 pension commencement is being administered for all Members hired prior to April 11, 1992.]*

**Portability**

- (3) (a) A terminating Member who is entitled to a paid-up pension in accordance with subsection (2) may elect:
  - (i) in lieu of the paid-up pension to which the Member is entitled as a result of the Member's Additional Contributions, if any, to receive a lump sum payment equal to the Accumulated Value of these Additional Contributions, and
  - (ii) in lieu of any other paid-up pension to which the Member is entitled in accordance with subsection (2), to the extent permitted by the Pension Benefits Act, to receive as a lump sum payment or as a transfer to another Registered Plan an amount equal to the Commuted Value of this paid-up pension, provided that the amount of any such transfer shall not exceed the amount permitted under the Income Tax Act (Canada) and any regulations and administrative rules thereunder.
- (b) The Commuted Value of the paid-up pension, if any, to which a Member is entitled in respect of Credited Service prior to 1985 shall not be less than the Member's Required Contributions in respect of such Credited Service, With Interest.
- (c) If the Member does not make an election under this subsection within 90 days of receiving notification from the Board of the benefits payable, the Member shall be deemed to have elected the paid-up pension provided in accordance with subsection (2).

*amended 8169/2002*

**Commutation of Paid-Up Pension**

- (4) A Member to whom a paid-up pension has been granted, may, prior to the commencement of the pension and to the extent permitted by the Pension Benefits Act, elect to receive a lump-sum payment or transfer determined according to subsection (3) of this Section. If such a lump sum payment or transfer is made, neither the Member nor his or her beneficiary shall be entitled to any further benefits from the Plan.

*amended 8169/2002*

**Cost-of-Living Adjustments**

- (5) (a) The portion of each paid-up pension to which a Member is entitled in respect of Credited Service up to December 31, 2002 shall be adjusted in accordance with this subsection in the pay period that includes July 1 of each Taxation Year after 1999.
- (b) The adjustment to a paid-up pension in accordance with this subsection shall be calculated using the procedure specified in subsection (2) of Section 8, except that:
- (i) the number of pay periods since the Member's termination of employment shall be used instead of the number of pay periods for which the pension has been in payment; and
  - (ii) the percentage adjustment in the pay period that includes July 1, 2000 shall be one-half of the percentage otherwise determined in accordance with subsection (2) of Section 8.

*added 8169/2002*

**Application for Commencement of Pension**

- (6) It shall be the responsibility of a Member to whom a paid-up pension has been granted, or his or her beneficiary if the Member has died, to apply for any benefits for which the Member is eligible.

*amended 8169/2002*

**SECTION 14 - RE-EMPLOYMENT****Re-Employment Before Retirement**

- (1) (a) If a Member to whom a paid-up pension has been granted and not subsequently cancelled, again becomes an Employee, and provided that any amount refunded to the Member in accordance with subsection (5) of Section 7 or the corresponding provision of a Prior Plan is repaid With Interest in accordance with policies adopted by the Board, the paid-up pension shall be cancelled and the years of Credited Service on which it is based shall be added to the Member's years of Credited Service after re-employment, for the purpose of determining any pension payable to the Member or his or her survivors.

- (b) If an amount specified in clause (a) is not repaid in accordance with the policies adopted by the Board, the paid-up pension shall be cancelled and a lesser number of years of Credited Service, Actuarially Calculated, shall be added to the Member's years of Credited Service after re-employment, for the purpose of determining any pension payable to the Member or his or her survivors.

*amended 8169/2002*

### **Re-Employment After Retirement**

- (2) (a) If a retired Member who is receiving a pension from the Plan again becomes an Employee prior to the last day of the Taxation Year in which he or she attains age 69 and he or she

*amended 8169/2002*

- (i) is employed in a permanent position and regularly works at least 28 hours a week, or
- (ii) is employed in a temporary or a seasonal position and regularly works at least 28 hours a week in periods when not laid-off,

the Member's pension shall cease on the last day of the pay period prior to the pay period in which he again becomes such an Employee.

If the Member's pension ceases, the Member's years of Credited Service at his or her date of retirement shall be added to his or her years of Credited Service after re-employment, for the purpose of determining any pension payable to the Member or his or her survivors.

- (b) If the Member again retires, or is deemed to retire, the Member's pension shall be recalculated in accordance with Section 7 and shall commence on the last day of the pay period following the pay period in which the Member again retires or is deemed to have retired.
- (c) Notwithstanding the foregoing, no contributions shall be made and no further benefits shall accrue to a Member in respect of a period during which retirement benefits are paid to the Member under this Plan or any other registered pension plan in which the City participates.

*amended 6121/93; 8169/2002*

### **Service and Earnings**

- (3) If a paid-up pension is cancelled or a pension ceases in accordance with this Section, the Member's previous Service and Earnings shall be reinstated for the purpose of determining any subsequent benefits to which the Member or his or her survivors are entitled.

*added 8169/2002*

## **SECTION 15 - RECIPROCAL ARRANGEMENTS**

### **Reciprocal Agreements**

- (1) The Board may enter into reciprocal agreements with any authority responsible for the administration of a pension plan involving employee contributions, for the purpose of preserving some or all of the benefits to which a person who transfers from or to the employment of the City is entitled, provided such person does not receive a refund of the contributions which the person was required to make to the plan in which the person participated prior to the date of such transfer and provided the amount transferred is in accordance with the applicable subsections 147.3(1) to (8) both inclusive of the Income Tax Act (Canada), as amended from time to time.

Amending By-law 6121/93  
Amending By-law 7348/98

### **Reciprocating Employers**

- (2) (a) This subsection shall apply where a person has not elected to retire, transfer the Commuted Value of his or her pension benefits, or receive a lump-sum refund:
- (i) from the Plan, if the person ceases to be an Employee and becomes employed with a Reciprocating Employer, or
  - (ii) from the plan operating in respect of employees of the Reciprocating Employer, if the person ceases to be employed with the Reciprocating Employer and becomes an Employee,
- unless the person indicates in writing to the Board that he or she does not want this subsection to apply.
- (b) Where a person, after December 20, 1975 and before January 1, 1996:
- (i) ceases to be employed with a Reciprocating Employer and becomes an Employee, or
  - (ii) ceases to be an Employee and becomes employed with a Reciprocating Employer,
- the period of service that applies in determining the person's eligibility for a pension under the plan operating in respect of employees of the Reciprocating Employer shall be added to the period of Service that applies in determining the person's eligibility for a pension under the Plan. The amount of the pension under the Plan shall be based on the person's Credited Service and shall be determined as at the date the pension is to commence.

Amending By-law 7348/98

- (c) The best average earnings which are used in calculating the amount of pension under the Plan and under the plan operating in respect of employees of the Reciprocating Employer shall be based on the person's earnings while an Employee and while employed with the Reciprocating Employer.
- (d) For the purposes of Section 11 and Schedule "B" of this Plan, the benefits received from a plan operating in respect of employees of a Reciprocating Employer by a person to whom this subsection applies shall be deemed to be income from a plan to which the City is contributing.

Amending By-law 6121/93

## **SECTION 16 - DIVISION OF PENSION BENEFITS ON MARRIAGE BREAKUP**

### **Equal Division**

- (1) Where, pursuant to the Pension Benefits Act, the pension benefits of a Member and his or her Spouse or Common-law Partner are to be divided as a result of the termination of their marriage or common-law relationship on or after January 1, 1984, or such earlier date as the Board may decide, the pension benefits earned by the Member during the period of the marriage or common-law relationship shall be divided equally between the Member and the Spouse or Common-law Partner.

### **Breakup Prior to Commencement of Pension**

- (2) If the termination of the marriage or common-law relationship occurs prior to the commencement of pension payments under the Plan and the Member was an Employee at the date of termination of the marriage or common-law relationship:  
*amended 8169/2002*
  - (a) if the Member had not completed at least 2 years of Service or 2 years of Plan membership and had not become eligible for a pension prior to the termination of the marriage or common-law relationship, the Spouse or Common-law Partner shall receive in a lump sum one-half of the sum of the Member's Required Contributions, With Interest, and the Accumulated Value of the Member's Additional Contributions, if any,
  - (b) if the Member had completed at least 2 years of Service or 2 years of Plan membership prior to the termination of the marriage or common-law relationship, one-half of the Commuted Value of the pension benefit earned by the Member during the period of the marriage or common-law relationship and determined in accordance with Section 13 as if the Member had terminated Service on the date of termination of the marriage or common-law relationship shall be transferred to another Registered Plan on behalf of the Spouse or Common-law Partner,



- (c) if the Member had become eligible for a pension prior to the termination of the marriage or common-law relationship, one-half of the Commuted Value of the pension benefit earned by the Member during the period of the marriage or common-law relationship and determined in accordance with Section 7 as if the Member had retired on the date of termination of the marriage or common-law relationship shall be transferred to another Registered Plan on behalf of the Spouse or Common-law Partner;  
*added 8169/2002*
- (d) the Member's years of Credited Service in respect of the period of the marriage or common-law relationship shall be reduced by one-half, and
- (e) the portion of the Member's Required Contributions, With Interest, and the Accumulated Value of his or her Additional Contributions, if any, calculated as at the date of division, in respect of the period of the marriage or common-law relationship shall be reduced by one-half.  
*amended 8169/2002*

### **Breakup After Commencement of Pension**

- 3. If the termination of the marriage or common-law relationship occurs after the commencement of pension payments under the Plan:
  - (a) the Spouse or Common-law Partner shall receive from the Plan the lifetime pension, Actuarially Calculated and equivalent in value to one-half of the portion of the pension earned by the Member during the period of the marriage or common-law relationship, that would have been payable in respect of the Member subsequent to the date of division, and  
*amended 8169/2002*

Amending By-law 7348/98

- (b) the pension payable to the Member subsequent to the division shall be the lifetime pension, Actuarially Calculated and equivalent in value to the pension that otherwise would have been payable in respect of the Member subsequent to the date of division less the value of the pension payable to the Spouse in accordance with clause (a).

Amending By-law 7348/98

Amending By-law 7348/98

**Breakup While Entitled to Paid-up Pension**

- (3.1) If the termination of the marriage or common-law relationship occurs while the Member was entitled to a paid-up pension:
- (a) one-half of the Commuted Value of the paid-up pension benefit applicable to the period of the marriage or common-law relationship shall be transferred to another Registered Plan on behalf of the Spouse or Common-law Partner, and
  - (b) the portion of the Member's paid-up pension applicable to the period of the marriage or common-law relationship shall be reduced by one-half.

**Offsetting Pension Benefits**

- (3.2) Where the Spouse or Common-law Partner is a member of a pension plan and both the Member and the Spouse or Common-law Partner agree in writing, the division of pension benefits of the Member in accordance with subsection (1), (2), (3) and (3.1) may be based on the net difference between the value of the Member's pension benefits and the value of the Spouse's or Common-law Partner's pension benefits earned during the period of the marriage or common-law relationship.

**Waiver of Division of Pension Benefits**

- (4) The division of pension benefits of a Member in accordance with subsections (1), (2), (3) and (3.1) of this Section shall not apply where the Member and his or her Spouse have agreed not to divide the Commuted Value or pension benefits, providing that the requirements of the Pension Benefits Act have been adhered to.

Amending By-law 6121/93

Amending By-law 7348/98

**Definitions**

- (5) For the purpose of this Section:
- (a) a common-law relationship is the relationship between a Member and a Common-law Partner, is deemed to have commenced on the date the common-law relationship began as specified on the declaration form prescribed under the Pension Benefits Act and filed with the Board, declaring that the Member is a party to a common-law relationship with a Common-law Partner identified on the declaration form, and is deemed to have terminated on the date specified as the termination date on the declaration form or in a written agreement made and executed or entered into by both parties to the common-law relationship, and
  - (b) a marriage is deemed to have commenced on the date shown on the marriage certificate and is deemed to have terminated on the date on which the Member and the Member's Spouse began living separate and apart.

*amended 8169/2002*

**SECTION 17 - GENERAL PROVISIONS****Proof of Age and Designation of Beneficiary**

- (1) Each Employee must provide proof of age and complete the Declaration of Beneficiary Form upon joining the Plan. Each Spouse, Common-law Partner or Child who becomes entitled to a pension under the Plan must provide proof of age and designate a beneficiary on the form prescribed by the Board.

*amended 8169/2002*

A Member may change his or her beneficiary from time to time by completing the form prescribed by the Board. If the beneficiary has died and no further beneficiary has been appointed, any benefits which become payable to the beneficiary on the Member's death shall be paid to the Member's estate.

**Limitation on Assignment**

- (2) No benefit provided under the Plan is capable of being assigned, charged, anticipated, given as security or surrendered, or confers on any person any right or interest therein that is capable of being assigned, charged, anticipated, given as security or surrendered, and, for the purposes of this condition,

- (a) assignment does not include:

- (i) assignment pursuant to a decree, order or judgment of a competent tribunal or a written agreement in settlement of rights arising as a consequence of the breakdown of the Member's marriage or common-law relationship, or  
*amended 8169/2002*

- (ii) assignment by the legal representative of the deceased Member on the distribution of that Member's estate, and

- (b) surrender does not include:

- (i) a reduction in benefits to avoid revocation of the registration of the Plan under the Income Tax Act (Canada), or

- (ii) garnishment to enforce a maintenance order under The Garnishment Act.

Amending By-law 6121/93

Amending By-law 7348/98

**Option on Lump Sum Refund of Additional Contributions**

- (3) If a Member who has made Additional Contributions,

- (a) retires in accordance with Section 6,  
*repealed 8169/2002*
- (b) dies and a pension is payable in accordance with Section 12, or
- (c) terminates employment and becomes entitled to a paid-up pension, in accordance with Section 13,  
*amended 8169/2002*

then, in lieu of the additional pension which otherwise could have been received in respect of such Additional Contributions, the Member or beneficiary, as applicable, may elect to receive a lump sum payment equal to the Accumulated Value of the Member's Additional Contributions. If such a payment is made, no further benefits shall be payable with respect to the Member's Additional Contributions.

- (4) [REPEALED]

Amending By-law 7348/98

**Right to Discharge**

- (5) Neither this Plan nor anything done pursuant thereto shall affect the City's right to discharge any Employee from its Service at anytime, and an Employee so discharged shall be entitled to the benefits provided by the Plan in respect of Service prior to the date of such discharge.

**Information for Employees**

- (6) Each Member and Eligible Employee shall receive a written explanation of the terms and conditions of the Plan and amendments thereto, together with an explanation of his or her rights and duties with respect to the benefits provided and such other information as may be prescribed by the Pension Benefits Act.
- (7) [REPEALED]

Amending By-law 7348/98

**Maximum Pension Adjustment**

- (8) No Member's Pension Adjustment for any calendar year shall exceed the limits specified in subsection 147.1(8) of the Income Tax Act (Canada).

Amending By-law 6121/93  
Amending By-law 7348/98

**Notification of Common-law Relationship**

- (9) If the Board has not received written notice of a common-law relationship between a Member and a Common-law Partner and the Board pays a benefit under the Plan by reason of the Member's death as though the Member were not survived by the Common-law Partner, the Board shall not be liable in any way for not having made the payment to the Common-law Partner.

*amended 8169/2002*

**SECTION 18 - SPECIAL PROVISIONS FOR FORMER MEMBERS OF METRO PENSION PLAN****Eligibility for Special Provisions**

- (1) This Section shall apply to each Member who, on December 30, 1988, was a member of the Pension Plan of the former Metropolitan Corporation of Greater Winnipeg (the "Metro Pension Plan") established in accordance with By-law No. 219 of the former Metropolitan Corporation of Greater Winnipeg and to each survivor of such a member who was receiving a pension from the Metro Pension Plan as at December 30, 1988. Each such person is referred to in this Section as a "Metro Member".

**Minimum Pension Formula**

- (2) In respect of Credited Service prior to January 1, 1972 that was Credited Service under the Metro Pension Plan:
- (a) the pension provided in accordance with Section 7 shall not be less than the aggregate of:
    - (i) for each year of such Credited Service prior to January 1, 1966, 2% of the Metro Member's Best 10-Year Average Earnings, and
    - (ii) for each year of such Credited Service on and after January 1, 1966 and prior to January 1, 1972:
      - (A) 1.61% of the Metro Member's Best 10-Year Average Canada Pension Plan Earnings, plus
      - (B) 2% of the Metro Member's Best 10-Year Average Non-Canada Pension Plan Earnings
  - (b) in the case of a Metro Member who retires prior to age 65 after completing at least 40 years of Service, the pension provided in accordance with Section 7 until the last day of the pay period in which the Metro Member attains age 65 for each year of such Credited Service prior to January 1, 1972 shall not be less than 2% of the Metro Member's Best 10-Year Average Earnings.

**Stacked Pension Benefit**

- (3) In the case of a Metro Member who elected the option provided in subsection 14(2) of the Metro Pension Plan, the pension provided in accordance with Section 7 for each year of Credited Service prior to January 1, 1972 that was Credited Service under the Metro Pension Plan shall not be less than 2% of the Metro Member's Best 10-Year Average Earnings.

**Normal Form of Pension**

- (4) In respect of Credited Service prior to January 1, 1972 that was credited service under the Metro Pension Plan, the reduction specified in clause (1)(b) of Section 9 shall not apply.

**Cost-of-Living Adjustments**

- (5) (a) Each pension, other than a disability pension, and paid-up pension earned in respect of the Credited Service of a Metro Member that was Credited Service under the Metro Pension Plan shall be adjusted in accordance with this subsection in the pay periods specified in subsection (1) of Section 8, provided that the Metro Member retired, died or terminated service at least 26 pay periods prior to the pay period in which the adjustment is made.

Amending By-law 7348/98

- (b) Each adjustment in accordance with this subsection shall be based on the pension or paid-up pension calculated in accordance with subsections (2), (3) and (4) of this Section and shall be calculated as a percentage of such pension or paid-up pension equal to one-third of the percentage change in the Consumer Price Index for Canada during the 12-month period that ended on the March 31 immediately preceding the date of the adjustment. Such adjustments shall be subject to the conditions specified in clauses (2)(c) and (d) of Section 8.

*amended 8169/2002*

Amending By-law 7348/98

- (c) Any adjustment provided to a Metro Member in accordance with Section 8 or subsection (5) of Section 13, as applicable, shall be reduced by the adjustment provided in accordance with this subsection.
- (d) All adjustments provided in accordance with this subsection shall be deducted from the Regular Pension Benefits Account.

**Metro Members Who Opted-Out of Employee Benefits Program**

- (6) In the case of each Metro Member who was not a member of the Employee Benefits Program, subsections (2), (3), (4) and (5) of this Section shall apply with the date "December 31, 1988" substituted for "January 1, 1972" therein.

**Definitions**

(7) In this Section:

"Best 10-Year Average Earnings" means the amount obtained by dividing the Earnings of a Metro Member in the 10 Taxation Years in which the Metro Member's Yearly Earnings were the highest by the Service completed by the Metro Member in those Taxation Years, where the 10 Taxation Years are obtained from the last 15 Taxation Years in which the Metro Member provided Service. If a Metro Member's Service terminates during a Taxation Year, and such Taxation Year is one of the 10 Taxation Years in which the Metro Member's Yearly Earnings were the highest, a proportion of the Earnings and a corresponding proportion of the Service completed during the eleventh Taxation Year in which the Metro Member's Yearly Earnings were the highest shall be used. Such proportion, plus the proportion of the Taxation Year in which the Metro Member's Service terminated which is prior to the date the Metro Member's Service terminated, shall be equal to one. If a Metro Member did not provide Service in at least 10 Taxation Years, the Metro Member's Best 10-Year Average Earnings is the amount obtained by dividing the Metro Member's Earnings by the Service the Metro Member completed;

"Best 10-Year Average Canada Pension Plan Earnings" means the amount obtained by dividing the Canada Pension Plan Earnings of a Metro Member in the same period of Service as was used in the calculation of the Metro Member's Best 10-Year Average Earnings by the same Service as was used in the calculation of the Metro Member's Best 10-Year Average Earnings; and

"Best 10-Year Average Non-Canada Pension Plan Earnings" means the amount by which the Best 10-Year Average Earnings of a Metro Member exceeds the Metro Member's Best 10-Year Average Canada Pension Plan Earnings.

**SECTION 19 - [REPEALED]****SECTION 19.1 - repealed 8169/2002****SECTION 20 - AMENDMENT, TERMINATION, MERGER OR DIVISION****Procedure**

(1) The provisions pertaining to the amendment, modification, variation, termination, merger, consolidation or division of the Plan (and any trust arising hereunder) shall be those set forth in subsections (1) and (2) of Section 21 and Section 22 and 23 of By-law 5300/89 of the City.

**Disposition of Fund on Plan Termination**

- (2) In the event of the termination of the Plan, the assets of the Pension Fund shall be used to provide benefits in accordance with the Plan for the Members, former employees, pensioners, dependents, their respective beneficiaries and estates in an equitable manner to be determined by the Board on the advice of a qualified actuary consistent with the requirements of the Pension Benefits Act. Any remaining assets of the Pension Fund shall be used:
- (a) firstly, to the extent that they represent an actuarial surplus in the Regular Pension Benefits Account, to transfer to the Supplementary Pension Benefits Account an amount not exceeding the amount which, together with the existing balance of the Supplementary Pension Benefits Account, is required to finance all expected future payments of adjustments previously granted and expected to be granted in the future in accordance with Section 8 and to finance expected future lump sum refunds or pension payments in respect of Members' contributions credited to the Supplementary Pension Benefits Account, and
  - (b) secondly, as determined by the Board, consistent with the requirements of the Pension Benefits Act and the Income Tax Act (Canada) and Regulations.

Amending By-law 7348/98

**Disposition of City and Plan Members' Accounts**

- (3) Notwithstanding subsection (2), to the extent that any balance remains in the City Account or the Plan Members' Account after providing for all benefits in accordance with the Program for the Members, former employees, pensioners, dependents, their respective beneficiaries and estates in accordance with the subsection (2):
- (a) the balance of the Plan Members' Account shall be used to improve benefits or otherwise be distributed to the Members, as determined by the Board, and
  - (b) the balance of the City Account shall be refunded to the City.

*added 8169/2002*

**SECTION 21 - PENSION AND PAID-UP PENSION INCREASES EFFECTIVE JANUARY 1, 2000****Eligibility for Increase**

- (1) (a) Each pension payable after the pay period in which he or she attains age 65 to a Member who retired before January 1, 2000 shall be increased in accordance with this section, effective January 1, 2000.



- (b) Each pension payable to a Spouse or Dependent Child that commenced prior to January 1, 2000 shall be increased in accordance with this Section, effective January 1, 2000.
- (c) The portion of each paid-up pension granted before January 1, 2000 that is payable to a Member after the pay period in which he or she attains age 65 shall be increased in accordance with this Section, effective January 1, 2000.

**Amounts of Increase - Retired Members**

- (2) The increase in pension referred to in clause (1)(a) shall be calculated according to the following formula and payable bi-weekly:

7.14% of the Post-Age 65 Qualifying Pension to a maximum of \$1.39 bi-weekly per year of Qualifying Credited Service.

where

“Post-Age 65 Qualifying Pension” is the bi-weekly pension payable after the pay period in which the Member attains age 65 that qualifies for cost-of-living adjustments in accordance with Section 8.

“Qualifying Credited Service” is the sum of:

- (a) Credited Service after January 1, 1966, and
- (b) if (a) is less than 15 years, Credited Service before January 1, 1966 sufficient to increase Qualifying Credited Service to 15 years.

**Amount of Increase - Spouses and Dependent Children**

- (3) The increase in pension referred to in clause (1)(b), payable bi-weekly, shall be calculated in accordance with the formula specified in subsection (2) except that:

- (a) “Post-Age 65 Qualifying Pension” is the bi-weekly pension payable to the Spouse or Dependent Child, as applicable, that qualifies for cost-of-living adjustments in accordance with Section 8, and
- (b) instead of \$1.39 the following amounts shall be used:
  - (i) \$0.93 if the pension is payable to the Spouse of a Member who died after retirement,
  - (ii) \$0.70 if the pension is payable to the Spouse of a Member who died before retirement or to a Dependent Child if no pension is payable to a Spouse, and

- (iii) \$0.14 if the pension is payable to a Dependent Child and a pension is also payable to a Spouse.

**Amount of Increase - Paid-Up Pensioners**

- (4) The increase in the portion of the paid-up pension referred to in clause (1)(c), payable bi-weekly, shall be calculated in accordance with the formula specified in subsection (2) except that "Post-Age 65 Qualifying Pension" is the bi-weekly pension payable after the pay period in which the Member attains age 65 that qualifies for cost-of-living adjustments in accordance with subsection (5) of Section 13.

**Maximum Increase**

- (6) If the lifetime pension payable to a Member, Spouse or Dependent Child was limited in accordance with subsection (3) of Section 7, the maximum increase in pension payable in accordance with this Section shall be such percentage of the Post-Age 65 Qualifying Pension that the percentage increase in the Consumer Price Index for Canada between March of the year in which the pension commenced, or in the case of a paid-up pension the year in which the Member terminated employment, and March 2000 exceeds the cumulative percentage cost-of-living adjustments in pension granted in accordance with Section 8 or subsection (5) of Section 13, as applicable, up to and including the pay period which includes July 1, 2000.

**Schedule "B" to  
By-law No. 5300/89  
of the City of Winnipeg**

**THE CIVIC EMPLOYEES'  
LONG TERM DISABILITY PLAN**

**CITY OF WINNIPEG**  
**THE CIVIC EMPLOYEES'**  
**LONG TERM DISABILITY PLAN**

**SECTION 1 – DEFINITIONS**

In this Plan, terms shall have the meaning assigned to them in Section 1 of the Schedule "A" of By-law No. 5300/89, as amended, except as follows:

"Date Disability Commenced" means the earliest date used by the Board to determine the 26 week period, the completion of which entitled the Member to receive disability benefits from the Plan.

"Member" means a Contributing Member of the Civic Employees' Pension Plan.

"Partially Disabled" means a physical or mental condition which, in the opinion of the Board, on the basis of evidence submitted by one or more Medical Doctor(s) is less severe than a condition which would cause the Member to be considered to be Totally Disabled.

"Plan" means the Civic Employees' Long Term Disability Plan established in accordance with this By-law.

"Totally Disabled" means suffering from a physical or mental condition which the Board, on the basis of evidence submitted to it by one or more Medical Doctor(s), considers to be so severe that for the first 30 months of such disability the Member is unable to perform the normal duties of his or her occupation and thereafter is unable to engage in any occupation for which he or she is reasonably well qualified by education, training or experience.

"Wage Loss Percentage" means the proportion determined in accordance with Sections 5 and 8 of this Schedule "B".

Amending By-law 7348/98

**SECTION 2 - CONTRIBUTIONS AND FUNDING**

**City Contributions**

- (1) Out of contributions made in accordance with Section 7 of By-law No. 5300/89 the City shall contribute to the Long Term Disability Account established under this By-law an amount equal to the benefits and expenses under the Plan as they become payable.

**Employee Contributions**

- (2) Employee contributions are not required or permitted.

**Permitted Payments**

- (3) Payments shall be made only to pay the benefits provided to Members in accordance with the terms and provisions of the Plan, and to pay the expenses relating to the administration of the Plan.

**SECTION 3 - ELIGIBILITY FOR DISABILITY BENEFITS**

- (1) A Member who is Totally Disabled or Partially Disabled and for whom the Date Disability Commenced is after December 31, 1991 may apply for disability benefits. If the application is approved by the Board, it shall be effective on the date on which the Member has been Totally Disabled or Partially Disabled and under the regular and personal care of a Medical Doctor for at least the last twenty-six weeks. The Board shall not approve an application unless the Member's disability has caused the amount which the Member received as Employment Earnings, other than income received as a result of sick leave or from Workers' Compensation, to be reduced throughout the 26 week period.
- (2) An application for disability benefits by a Member who regularly works less than the standard number of hours per week applicable to the Position Regularly Occupied by the Member shall not be approved by the Board if the Member has accumulated less than 200 days' Service in the 24 months immediately prior to the Date Disability Commenced. For this purpose, a Member shall be deemed to have accumulated a day of Service when the Member has earnings in relation to the number of hours equal to the standard number of hours per day applicable to the Position Regularly Occupied by the Member.
- (3) A Member's eligibility to apply for disability benefits shall not be affected by periods during which the Member's Employment Earnings were not reduced if the periods continue for less than two weeks, provided the Member is Totally Disabled or Partially Disabled for at least 26 weeks and the causes of the disability do not change.
- (4) A Member's application for disability benefits shall not be approved by the Board if such approval would result in the Member receiving disability benefits in respect of a pay period after the pay period in which the Member attains age 65.

**SECTION 4 - MEDICAL EVIDENCE**

- (1) The Board may require each Member who applies for disability benefits to be examined by one or more Medical Doctor(s) appointed by the Board and the Board shall obtain such other information as it may consider necessary to enable it to determine if the Member is disabled, and if disabled, the extent of disability and the Date Disability Commenced. If a Member disagrees with a decision made by the Board, the Member may submit an appeal and the Board shall reconsider its decision. Prior to such reconsideration, the Member will be given an opportunity to present any additional information which the Member considers to be important in the disposition of the appeal. The decision of the Board shall be final and conclusive.
- (2) The Board may, from time to time, ask a Member who is receiving disability benefits to submit further information, including medical information which, at the Board's option, shall be obtained from a Medical Doctor appointed by the Board.

**SECTION 5 - INITIAL AMOUNT OF DISABILITY BENEFITS**

- (1) If the application of a Member for disability benefits is approved, the amount of the disability benefits shall be calculated according to the following formula:

$$P \times L$$

where

P is the pension calculated in accordance with Section 7 of Schedule "A", except that:

- (a) the early retirement percentage defined in subsection (7) of Section 7 of Schedule "A" shall in all cases be 100%,

Amending By-law 7348/98

- (b) subsection (2) of Section 7 of Schedule "A" shall not apply if the Member qualifies for disability benefits from the Canada Pension Plan or the Member's failure to qualify is, in the opinion of the Board, the result of a failure to complete the requirements related to the application for such a pension, and

- (c) subsections (5) and (6) of Section 7 of Schedule "A" shall not apply.

L is the "Wage Loss Percentage", obtained by dividing:

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- (d) the continuous reduction in the Member's Employment Earnings, excluding any income as a result of sick leave or Workers' Compensation, during the 26 week period used in Section 3 of this Schedule to determine the Member's eligibility for the disability benefits,

by

- (e) the Employment Earnings which the Member would have received during that 26 week period had the Member continued to be employed in the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced,

as determined by the Board.

## **SECTION 6 - MINIMUM DISABILITY BENEFITS**

- (1) The bi-weekly amount of the Member's disability benefits shall not be less than the amount by which:
  - (a) (i) for the period from January 1, 2000 until December 31, 2002, 66 2/3%, and
  - (ii) for all other periods, 60%.

*amended 8169/2002*

exceeds

- (b) the other income, if any, to which the Member is entitled.
- (2) For the purpose of subsection (1) above, "other income" is income which the Member is receiving, or is deemed by the Board to be eligible to receive, from:
  - (a) the Canada Pension Plan, excluding dependent benefits,
  - (b) Workers' Compensation,
  - (c) any group insurance policy issued to the City, and
  - (d) the Manitoba Public Insurance Corporation Personal Injury Protection Plan.

If such income is paid other than bi-weekly, the equivalent bi-weekly amount shall be used.

Amending By-law 7348/98

**SECTION 7 - MAXIMUM DISABILITY BENEFITS**

(1) The bi-weekly amount of a Member's disability benefits shall not be greater than the amount by which:

(a) 85% of the Member's Average Bi-Weekly Earnings multiplied by the Member's Wage Loss Percentage determined in accordance with Sections 5 and 8,

exceeds

Amending By-law 7348/98

(b) the other income, if any, to which the Member is entitled.

(2) For the purpose of subsection (1) above, "other income" is as defined in subsection (2) of Section 6 of this Schedule together with:

(a) any Canada Pension Plan dependent benefits which the Member is eligible to receive, and

(b) any income which the Member is receiving as a result of sick leave.

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**SECTION 8 - CHANGES IN WAGE LOSS PERCENTAGE**

(1) The Member's disability benefits calculated in accordance with Sections 5, 6, or 7 shall be re-calculated whenever there is a change in:

(a) the Member's Employment Earnings,

(b) the rate of remuneration and/or profit which the Member is earning, or

(c) the rate of remuneration and/or profit which the Board, in its sole discretion, considers a Member who has been disabled for at least thirty months is capable of earning.

(2) In the event of a change in accordance with subsection (1) above, the Member's Wage Loss Percentage shall be re-calculated using the following formula:

$$L = \frac{A - (\text{the greater of B and C})}{A}$$

where

L is the Member's Wage Loss Percentage.



- A is the bi-weekly earnings rate, as at the date of the re-calculation, applicable to the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced.
- B is the Member's bi-weekly rate of Employment Earnings.
- C is the bi-weekly rate of remuneration and/or profit which the Board considers the Member is capable of earning.

Amending By-law 7348/98

- (3) The Wage Loss Percentage for a Member who has been disabled for at least thirty months shall not exceed the degree of disability established for the Member by the Board at its sole discretion, on the basis of the Board's assessment of the Member's ability to perform the duties of any gainful occupation, taking into consideration the Member's education, training and experience and any evidence submitted by one or more Medical Doctor(s) appointed by the Board.

Amending By-law 7348/98

- (4) If the Member disagrees with a decision made by the Board in accordance with this Section, the Member may submit an appeal and the Board shall reconsider its decision. Prior to such reconsideration, the Member shall be given an opportunity to present any additional information which the Member considers to be important in the disposition of the appeal. The decision of the Board shall be final and conclusive.

Amending By-law 7348/98

**SECTION 9 - ADJUSTMENTS IN AMOUNT OF DISABILITY BENEFITS**

- (1) (a) Each disability benefit calculated in accordance with Section 5 shall be adjusted in the first pay period of each Taxation Year.

Amending By-law 7348/98

- (b) The adjusted disability benefits determined in accordance with clause (a) shall be calculated using the formula:

$$P \times L$$

where

- P is as defined in Section 5, except that it shall be recalculated taking into account the Member's Credited Service, Best 5-Year Average Earnings, Best 5-Year Average Canada Pension Plan Earnings and Best 5-Year Average Non-Canada Pension Plan Earnings up to the end of the immediately preceding Taxation Year.
- L is the Member's Wage Loss Percentage determined in accordance with Sections 5 and 8.

Amending By-law 7348/98

- (2) The minimum disability benefit calculated in accordance with Section 6 and the maximum disability benefit calculated in accordance with Section 7 shall be adjusted in any pay period that there is a change in the earnings rate applicable to the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced by multiplying the Member's Average Bi-Weekly Earnings by the ratio  $\frac{B_1}{B_0}$

where

- $B_1$  is the earnings rate applicable in that pay period to the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced.
- $B_0$  is the earnings rate applicable to that position in the pay period which includes the Date Disability Commenced.

Amending By-law 7348/98

**SECTION 10 - DURATION OF DISABILITY BENEFITS PAYMENTS**

- (1) If the Member has completed at least 2 years of Credited Service prior to the date on which his or her first disability benefit payment is due, the disability benefits shall commence on the first day of the pay period following the effective date of approval and is payable for as long as the Member is Totally or Partially Disabled and under the regular and personal care of a Medical Doctor.  
*amended 8169/2002*
- (2) If the Member has completed more than 1 year of Credited Service but less than 2 years of Credited Service prior to the date on which his or her first disability benefit payment is due and the Date Disability Commenced was prior to January 1, 2000, the disability benefits are payable for the lesser of:  
*amended 8169/2002*

- (a) the period during which the Member is Totally or Partially Disabled and under the regular and personal care of a Medical Doctor, and
  - (b) 5 years.
- (3) If the Member has completed less than 2 years of Credited Service prior to the date on which his or her first disability benefit payment is due, the disability benefits are payable for the lesser of:
- (a) the period during which the Member is Totally or Partially Disabled and under the regular and personal care of a Medical Doctor, and
  - (b) 2 years.
- (4) For the purpose of this Section, the Member's Credited Service shall not include any period in respect of which the Member received disability benefits from this Plan, the Civic Employees' Pension Plan or a Prior Plan, but no Employment Earnings.

Amending By-law 7348/98

### **SECTION 11 - DISCONTINUANCE OF DISABILITY BENEFITS**

The Board shall cause the Member's disability benefits to be discontinued if:

- (1) the Board finds the Member again able to perform the normal duties of his or her occupation, or
- (2) the Member has been disabled for less than 30 months and refuses rehabilitative employment which, in the opinion of the Board, the Member is capable of performing, and the Member's appeal, if any, has been rejected, or
- (3) the Member has been disabled for at least 30 months and the Board finds the Member able to become employed in an occupation for which the Member is reasonably well qualified by education, training or experience, or
- (4) the Member refuses or cannot provide the Board with satisfactory evidence of his or her continuing disability, or
- (5) the Member is incarcerated for a period of time in a prison or similar place of confinement, or
- (6) the Member is no longer resident in Manitoba within a reasonable distance of available rehabilitative employment with the City or another employer approved by the Board, unless the Board approves otherwise.

Amending By-law 7348/98

**SECTION 12 - RECOMMENCEMENT OF DISABILITY BENEFITS**

- (1) If a Member who has received disability benefits again becomes Totally Disabled or Partially Disabled prior to age 65, the disability benefits shall re-commence upon completion of the waiting period specified in the table below and approval of the Member's application by the Board if:
- (a) the Member has been, or the Board finds the Member able to have been, employed for less than 74 weeks since the disability benefits last ceased,
  - (b) the disability is due to the same causes as the prior disability, and
  - (c) the disability benefits have not been paid for the maximum period specified in Section 10.

<u>Period Since Disability Pension Last Ceased</u>	<u>Waiting Period</u>
less than 26 weeks	nil
at least 26 weeks but not less than 30 weeks	2 weeks
at least 30 weeks but not less than 34 weeks	4 weeks
at least 34 weeks but not less than 38 weeks	6 weeks
at least 38 weeks but not less than 42 weeks	8 weeks
at least 42 weeks but not less than 46 weeks	10 weeks
at least 46 weeks but not less than 50 weeks	12 weeks
at least 50 weeks but not less than 54 weeks	14 weeks
at least 54 weeks but not less than 58 weeks	16 weeks
at least 58 weeks but not less than 62 weeks	18 weeks
at least 62 weeks but not less than 66 weeks	20 weeks
at least 66 weeks but not less than 70 weeks	22 weeks
at least 70 weeks but not less than 74 weeks	24 weeks

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- (2) The Board, at its sole discretion, may waive the waiting period specified in subsection (1) if:
- (a) immediately prior to the recurrence of the disability, the Member was working in his or her original job function with the City, and
  - (b) the disability is considered by the Board to be a chronic illness.

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(3) For the purpose of subsection (2):

“original job function” means the duties performed by the Member immediately prior to the Date Disability Commenced as determined by the department of the City in which the Member was employed, and

“chronic illness” means a disability:

- (a) for which there is no cure,
- (b) the natural history of which is such that it is known that the Member will continue to experience signs and symptoms of the disability throughout his or her lifetime despite medical treatment, and
- (c) the symptoms of which preclude the Member from maintaining a record of attendance at work that is consistent with that of the Member’s co-workers.

Amending By-law 7348/98

**SECTION 13 - ATTAINMENT OF AGE 65**

If the Member receives disability benefits in the pay period in which he or she attains age 65, the disability benefits shall cease.

**SECTION 14 - ADMINISTRATIVE PROCEDURES**

Except as otherwise specified in this Schedule, the eligibility of a Member for disability benefits, the date on which such benefit commences or is subsequently decreased, increased or discontinued, and the amount of any increase or decrease in such benefits, shall be determined in accordance with the administrative procedures then in use by the Board.

**Schedule "C" to  
By-law No. 5300/89  
of the City of Winnipeg**

**THE CIVIC EMPLOYEES'  
EARLY RETIREMENT BENEFITS  
ARRANGEMENT**

**CITY OF WINNIPEG**  
**THE CIVIC EMPLOYEES'**  
**EARLY RETIREMENT BENEFITS ARRANGEMENT**

**SECTION 1 - DEFINITIONS**

In this Schedule "C", terms shall have the meaning assigned to them in Section 1 of Schedule "A" to By-law No. 5300/89 as amended.

**SECTION 2 - CONTRIBUTIONS**

Out of the contributions made in accordance with Section 7 of By-law No. 5300/89 the City shall contribute to the Early Retirement Benefits Account established under this By-law an amount equal to the benefits and expenses as they become payable in accordance with Section 3 herein.

**SECTION 3 - BENEFITS**

- (1) Each Member, Spouse, Common-law Partner, or Dependent Child, who is receiving a pension from the Plan shall receive a benefit under this Schedule "C" equal to:  
*amended 8169/2002*
  - (a) the amount which would be payable if the early retirement percentage determined in accordance with subsection (7) of Section 7 of Schedule "A" for the Member were 100%,  
less
  - (b) the pension which is payable under Schedule "A".

Amending By-law 7348/98

- (2) There shall be no benefits payable under this Schedule "C" as a result of the provisions of Sections 12, 13, 15, or 16 of Schedule "A".

Amending By-law 7348/98

- (3) The benefit under this Schedule "C" shall be paid in the same form as the pension payable to the Member, Spouse, Common-law Partner or Dependent Children under Schedule "A".  
*amended 8169/2002*

Amending By-law 7348/98