

**REPEALED BY THE WINNIPEG POLICE PENSION PLAN BY-LAW NO. 2/2006
MARCH 22, 2006**

THE CITY OF WINNIPEG

BY-LAW NO. 6253/93

**A By-law of THE CITY OF WINNIPEG to
establish the Winnipeg Police Pension Plan.**

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

DEFINITION

1. In this By-Law:

"Actuarial Value" means the value of assets or liabilities as determined by the Actuary;

"Board" means the administrative board created under Section 4;

"Board Member" means a member of the Board;

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

"Council" means the Council of the City of Winnipeg;

"Fund", "Pension Fund" or "Winnipeg Police Pension Fund" means the Fund established by this By-law;

"Investment Committee" means The Employee Benefits Investment Committee established under subsection (1) of Section 17 of By-law No. 1125/75, continued under By-law No. 5300/89, as amended by By-law No. 6121/93;

"Investment Manager" means a life insurance company, trust company, an investment counsellor registered with a provincial Securities Commission, or the Sinking Fund Trustees of the City of Winnipeg;

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

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

"Pension Plan" or "Plan" means the Winnipeg Police Pension Plan established in accordance with this By-law as set out in Schedule "A";

"Regular Pension Benefits Account" means the account established by subsection (3) of Section 5 of Schedule "A" of By-law No. 2148/78 as amended and continued under subsection (3) of Section 3 herein;

"Supplementary Pension Benefits Account" means the account established by subsection (3) of Section 5 of Schedule "A" of By-law No. 2148/78 as amended and continued under subsection (3) of Section 3 herein;

"Surplus" means the amount determined in accordance with subsection (5) of Section 3 herein;

"The City of Winnipeg Act" means The City of Winnipeg Act, SM 1989-90 Cap 10;

THE PENSION PLAN

2. (1) A Pension Plan to be known as the "Winnipeg Police Pension Plan", as set forth in Schedule "A" of this By-law attached to and forming part of this By-law is hereby established.
- (2) Except as specified in Section 3 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.
- (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.

THE PENSION FUND

3. (1) A Fund to be known as the "Winnipeg Police Pension Fund" as established under By-law No. 2148/78 is hereby continued. The date on which the Fund was established was January 1st, 1979.
- (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 two accounts, namely the Regular Pension Benefits Account, and the Supplementary Pension Benefits Account.
 - (b) (i) There shall be credited to the Supplementary Pension Benefits Account, all supplementary contributions as defined in clause (3)(b) of Section 5 of Schedule "A".
 - (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 the Pension Plan 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 the Regular Pension Benefits Account and the Supplementary Pension Benefits Account, in proportion to each account's balance.
 - (e) All expenses paid out of the Pension Fund shall be deducted from the Regular Pension Benefits Account or the Supplementary Pension Benefits Account as determined by the Board.
- (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 Actuarial Value identified in the actuarial valuation of the assets of the Pension Fund allocated to the Regular Pension Benefits Account;
- over
- (b) the sum of:
 - (i) the Actuarial Value identified in the actuarial valuation of 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, plus

- (ii) any contingency reserves identified in the actuarial valuation.
- (6) Any Surplus disclosed in an actuarial valuation of the Pension Fund after December 31, 1988 shall be allocated in accordance with subsection (5) of Section 5 of Schedule "A".
- (7) No property or interest in the 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.
- (8) All property forming the Fund shall be held by the Board in the name of "The Winnipeg Police Pension Fund".
- (9) The Fund shall be invested only as permitted by The Pension Benefits Act.

THE BOARD

- 4.
 - (1) There is hereby created an administrative board to be known as "Winnipeg Police Pension Board", herein after referred to as the "Board", which shall be responsible for the administration of the Plan.
 - (2) The Board shall consist of:
 - (a) two (2) Members appointed by the Winnipeg Police Association;
 - (b) one (1) Member appointed by the Winnipeg Police Senior Officers' Association; and
 - (c) four (4) representatives appointed by the City.
 - (3) Upon becoming a Board Member, each Board Member shall immediately become vested with all 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 of other documents.
 - (4) 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.

BOARD OPERATION

5. 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.
- (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) Two (2) representatives of the City and any two (2) Members appointed from either the Winnipeg Police Association or the Winnipeg Police Senior Officers' Association shall constitute a quorum at any Board meeting. All questions shall be decided by the affirmative vote of a majority vote of Board Members present. 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.

DUTIES OF THE BOARD

6. In respect of the Pension Plan, the Board shall:

- (1) operate, administer and interpret the Pension Plan 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 Fund;
- (3) based on the recommendations of the Investment Committee, establish and review regularly the investment policy for the Fund;
- (4) establish and review regularly the funding policy for the 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, 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 Pension Plan 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 Fund and a schedule of investments of the Fund;
- (8) as soon as possible after January 1 in each year, make available to the Members a report on the operation of the Pension Plan during the previous year;
- (9) ensure that an actuarial report is made on the status of the Pension Plan as provided herein at such other times as the Board may deem advisable; and
- (10) regularly monitor the investment performance of the Fund.

POWERS OF THE BOARD

7. In respect of the Pension Plan, the Board is empowered and authorized to:

- (1) on the recommendation of the Investment Committee, establish accounts for the Fund, 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 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 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 Fund;
- (6) exercise all voting and other rights in respect of any stocks, bonds, properties or other investments held in or for the 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 Fund in the name of the Board or 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 Fund, by cheque or authorization signed as the Board may determine by resolution from time to time;
- (12) pay from the Fund all costs and expenses of the Board attributable to the operation and administration of the Fund, including any remuneration paid to the Board Members and the Investment Committee as determined by the Board;
- (13) purchase such insurance or fidelity bonds as the Board deems necessary or proper, the cost of which shall be paid out of the Fund;
- (14) do all acts that the Board may deem necessary or appropriate for the protection of the property of the Fund; and
- (15) 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 Pension Plan in the most efficient and economical manner.

PROHIBITION OF CONFLICT OF INTEREST

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

FIDUCIARY RESPONSIBILITIES

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

LIMITATION OF LIABILITY

10. (1) The 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 exercise of the powers and duties vested in them by this By-law 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 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.

RECIPROCAL AGREEMENTS

11. The Committee on Finance and Administration may authorize the execution of reciprocal agreements recommended to it by the Board and made between the City and other employers in accordance with Section 15 of Schedule "A".

AMENDMENT, TERMINATION, MERGER OR DIVISION

- 12. (1) Subject to Section 13, but notwithstanding any other provision of this By-law or the Pension Plan, 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 Pension Plan (and any trust arising under this By-law or under the Pension Plan) in such a 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 Section 13, but notwithstanding any other provision of this By-law or the Pension Plan, Council may by By-law merge, consolidate or divide all or part of the Pension Plan (and any trust arising thereunder) or 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, notwithstanding that the Pension Plan 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 and which also meets with regulatory requirements, 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.

NO REDUCTION OF ACCRUED BENEFITS

13. No amendment, modification, variation, termination, merger, consolidation or division pursuant to Section 12 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 Pension Plan 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 Pension Plan (and any trust arising under the Pension Plan) or Fund, no part of the assets of the Pension Plan (and any trust arising under the Pension Plan) 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 Pension Plan, and for all benefits to former employees, pensioners, dependants, and estates.

EFFECTIVE DATE

14. By-law No. 2148/78 and all amendments thereto are hereby repealed.

15. This By-law shall be deemed to have been in force on, from and after the 21st day of December, 1975.

DONE AND PASSED in Council assembled, this 17th day of December, 1993.

Schedule "A" to By-law No. 6253/93

City Clerk

SCHEDULE "A"
TO
BY-LAW NO. 6253/93
OF THE
CITY OF WINNIPEG
WINNIPEG POLICE PENSION PLAN

Schedule "A" of By-law No. 6253/93

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.

"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.

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

"Additional Contributions" means additional contributions made in accordance with subsection (4) of Section 4 or in accordance with the corresponding provisions of a Prior Plan.

"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.

"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, the remuneration 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 the Date Disability Commenced, less the Member's Employment Earnings, if any;
- (b) for a Member who is on Approved Leave Of Absence For Union Business, all or a portion of the remuneration received by the Member during such absence;
- (c) for any 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 when granted leave of absence, less the Member's Employment Earnings, if any;

- (d) assumed Earnings include Employment Earnings earned while employed with a Reciprocating Employer.

"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 calculations 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 consecutive Taxation Years in which the Member's Yearly 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 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 consecutive 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 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 "Winnipeg Police Pension 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.

"Child" means a natural, adopted, or a 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.

"Common-law Spouse" means a person publicly represented by another person of the opposite sex as the spouse of that other person:

- (a) where either of the persons is prevented by law from marrying the other, for a period of not less than 3 years, or
- (b) where neither of them is prevented by law from marrying the other, for a period of not less than 1 year.

"Commuted 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, or
- (b) is on leave of absence approved by the City,

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.

"Credited Service" means the aggregate of each period of Service including fractional years in respect of which the Member made contributions to the Plan at the rate required under the Plan for a period not to exceed 40 years.

"Defined Benefit Limit" means for a calendar year:

- (a) for years before 1996, \$1,722.22,
- (b) for years after 1995, of the money purchase limit for the year (as defined under subsection 147.1(1) of the Income Tax Act (Canada), as amended from time to time).

"Dependent" means, in respect to a Child or Family Member, an individual who, but for the death of the Member, would have been, in the opinion of the Board, totally or substantially dependent on that Member for financial support and:

- (a) is less than 18 years of age, or
- (b) is less than 21 years of age, and has been in full-time attendance in an educational institution that is considered acceptable by the Board, since reaching 18 years of age, or

- (c) has been Totally Disabled since reaching 18 years of age, or
- (d) has become Totally Disabled subsequent to age 18 and was qualified as Dependent 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.

"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 Period Of Temporary Absence" means a period throughout which a Member does not render services to the City by reason of a 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.

"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 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 Disability Commenced, 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.

"Employee or Police Employee" means a Police Officer employed by the City or another employer participating in the Pension Plan.

"Employment Earnings" means the remuneration paid to an Employee by the City. Employment Earnings shall include periodic payments from Workers' Compensation while Disabled.

"Family Member" means a father, mother, sister or brother of the Member.

"Maximum Pension Adjustment" means, in respect of a calendar year, the lesser of the Money Purchase Limit and 18% of the Member's Earnings in the year.

"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.

"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.

"Normal Retirement" is the date the Member becomes age 60.

"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.

"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.

"Pension Plan or Plan" means the Winnipeg Police Pension Plan established in accordance with this By-law and Schedule.

"Police Officer" means a member of the Winnipeg Police Association or of the Winnipeg Police Senior Officers Association.

"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 Employee Benefits Program established under By-law No. 1125/75.

"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 hospital or associated health care facility in Manitoba,

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" means a registered retirement savings plan, locked-in retirement account, insurance contract or pension plan under which the trustee, issuer or administrator, as applicable, agrees to administer any amounts transferred to the plan or contract, as applicable, in the manner prescribed by the Pension Benefits Act.

"Regular Pension Benefits Account" means the Regular Pension Benefits Account established and maintained in accordance with subsection (3) of Section 5.

"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 by the City to a Member during the period in which the Member is Disabled.

"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 in respect of which a Member has made a contribution in accordance with subsection (6) of Section 4 of Schedule A;
- (d)
 - (i) a period of absence from work in respect of which the Employee received

all or a portion of his or her Employment Earnings,
 - (ii) 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.

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:

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

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

"Spouse" means the person of the opposite sex who:

- (a) is legally married to the Member, if there is no Common-law Spouse, or
- (b) is the Common-law Spouse of the Member.

"Supplementary Pension Benefits Account" means the Supplementary Pension Benefits Account established and maintained in accordance with subsection (3) of Section 5.

"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 the Member is unable to perform the normal duties of his or her occupation and is unable to engage in any occupation for which he or she is reasonably well qualified by education, training or experience.

"Winnipeg Police Association" means that Association certified under The Labour relations Act for Manitoba by the Manitoba Labour Board on the 16th day of March, 1972, under Certificate No. MLB-2402, as the certified bargaining agent for a unit described as follows:

"All police officers employed by THE CITY OF WINNIPEG, up to and including the rank of Sergeant of Detectives, Matrons, Detective Station Duty Officers, Operator Dispatchers and Chauffeurs, except those excluded by the Act".

"Winnipeg Police Senior Officers' Association" means that Association certified under The Labour Relations Act for Manitoba by the Manitoba Labour Relations Board on the 9th day of May, 1972, under Certificate No. MLB-2309, who are senior officers of the rank of Inspector or higher, employed in THE CITY OF WINNIPEG Police Department.

"With Interest" means in respect of:

- (a) Required Contributions accumulated at such rate of interest which the Board approves and which conforms with the Pension Benefits Act regulations. Interest is compounded annually and accumulates from the last day of the pay period in which each contribution is deducted from Earnings to the last day of the pay period immediately prior to the date it begins to be paid as part of a pension or is paid as another payment.

- (b) All other types of contributions accumulated at a rate of interest approved by the Board based on the net rate of return realized by the fixed income investments of the Pension Fund and shall be reviewed at least annually. 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 into the Pension Fund, to the last day of the pay period immediately prior to the date it begins to be paid as a pension or other payment.

"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.

SECTION 2 - ELIGIBILITY

New Employees

- (1) Each Employee who is employed in THE CITY OF WINNIPEG Police Department as a Police Officer becomes eligible to join the Plan on the first day of the pay period immediately following the completion of the probation period of three months of employment by the City.
- (2) Each person whose name is shown in Appendix A of Schedule "A" of By-law No. 2148/78 and Appendix A to this By-law was eligible to join the Plan as of March 3, 1976.
- (3) Each person whose name is shown in Appendix C of Schedule "A" of By-law No. 2148/78 and Appendix B to this Schedule was eligible to join the Plan as of March 3, 1976, and is subject to the same conditions and entitled to receive the benefits as are applicable to Members under the Plan except as those conditions and benefits are modified by the following statements:
 - (a) he shall not contribute to the Plan in respect to any period of Service after December 21, 1975;
 - (b) he shall not accumulate any Credited Service under this Plan for Service after December 21, 1975;
 - (c) he shall not be required to retire on the last day of the pay period in which he attains age 60;

- (d) he shall not be affected by any amendment made to the Plan other than any amendment or amendments which is or are made in order to comply with requirements applicable to the Plan which are as a result of the collective agreement for 1975 between the Winnipeg Police Association and the City or which are or have been adopted by the Province of Manitoba or Canada.
- (4) Each person whose name is shown in Appendix D of Schedule "A" of By-law No. 2148/78 was eligible to join the Plan as of May 5, 1979 and is subject to the same conditions and entitled to receive the same benefits as are applicable to Police Employees under the Plan.

SECTION 3 - MEMBERSHIP IN THE PLAN

New Employees - Compulsory Membership

- (1) Each Eligible Employee shall, as a condition of employment, become a Member of the Plan on fulfilment of the eligibility requirements of Section 2.

SECTION 4 - CONTRIBUTIONS

Employee Required Contributions

- (1) Subject to subsection (8) below, each Contributing Member shall contribute, by payroll deduction in each pay period, while a Member of the Plan, 7.555% of his or her Employment Earnings, however no Employee Contributions shall be deducted from the Member's Employment Earnings when the maximum lifetime pension is reached as described in subsection (2) of Section 7.

Leave of Absence

- (2) 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 the same percentage of such Assumed Earnings as the Member and the City would have contributed had these Earnings been Employment Earnings. The payment of such contributions shall be at regular intervals throughout the period. A Contributing Member may contribute in respect of an Eligible Period of Temporary Absence only if the total of such periods does not exceed the maximum prescribed in Section 8507 of the Regulations under the Income Tax Act (Canada) as amended from time to time.

City's Contributions

- (3) (a) Subject to clause (c) below, 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 contributions to reflect any actuarial surplus in the Plan, subject to subsection (5) of Section 5.
- (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.

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 of Canada for that Taxation Year in respect of:

- (a) his or her Service during that 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;
- (b) an amount received from the City and deemed under the Income Tax Act of Canada to be a retiring allowance; or
- (c) an amount transferred from another pension plan; if required, such amount shall be administered by the Board as deferred life annuity under the Pension Benefits Act.

Such Additional Contributions shall not affect the City's contributions in any way.

Contributions for Past Continuous Service

- (5) (a) On or before October 31, 1989, a Member who was a Contributing Member on December 31, 1989 may elect by completing the form prescribed by the Board to make a contribution in respect of any period of Service of the Member as a Police Employee prior to January 1, 1972 which is not Credited Service under this Plan or the Civic Employee's Pension Plan.
- (b) A contribution in accordance with this subsection shall be made at a rate of:
- (i) 6% of the Member's 1989 Yearly Earnings multiplied by the period of such Service prior to January 1, 1966, and
 - (ii) 4.4% of the Member's 1989 Yearly Earnings up to \$27,700, plus 6% of the amount, if any, by which the Member's 1989 Yearly Earnings exceeds \$27,700, multiplied by the period of such Service subsequent to January 1, 1966.
- (c) At the option of the person making a contribution in accordance with this subsection, the contribution may be paid:
- (i) in a lump sum within 90 days of being notified by the Board of the amount of the contribution, or
 - (ii) in a series of instalments, in which case the unpaid balance of the contributions shall bear interest at a rate determined by the Board.
- (d) On payment of a contribution in accordance with this subsection or on completion of the series of instalments, as the case may be, the period in respect of which the contribution is made shall be added to the Member's Credited Service.

Contributions for Past Non-Continuous Service

- (6) (a) A Member who was a Contributing Member on or after January 1, 1988 may elect by completing the form prescribed by the Board to make a contribution in respect of a period prior to the commencement of the Member's Service which is a period of the Member's 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 aggregate of:
 - (i) the value of the benefits, other than cost-of-living adjustments in pension provided under Section 8, to which the Member is expected to be entitled as a result of this period becoming Credited Service, and
 - (ii) for each year of such period, either 1.5% of the Member's annualized Earnings or, if an election is made after January 1, 1990, 2% of the Member's annualized earnings at the date on which application in accordance with this subsection is made.
- (c) At the option of the Member, the contribution determined in accordance with this subsection may be paid:
 - (i) in a lump sum within 90 days of being notified by the Board of the amount of the contribution, or
 - (ii) in a series of instalments, in which case the unpaid balance of the contributions shall bear interest at a rate determined by the Board.
- (d) On payment of a contribution in accordance with this subsection or on completion of the series of instalments, as the case may be, the period in respect of which the contribution is made shall be added to the Member's Service and Credited Service.
- (e) An election under clause (a) of this subsection must be made:
 - (i) in the case of a Member who joined the Plan prior to January 1, 1988, prior to the Member's date of retirement or earlier death or termination of employment with the City;
 - (ii) in the case of a Member who joined the Plan between January 1, 1988 and November 1, 1989, on or before December 31, 1989;
 - (iii) in the case of a Member who joins the Plan after November 1, 1989, within 60 days of joining the Plan;

- (iv) in the case of a Member who elects to purchase past service after June 7, 1991, approval of the Minister of National Revenue, where applicable, must be obtained.

Restriction on Withdrawal of Contributions

- (7) (a) 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).
- (b) A Member shall not contribute in respect of a period of Service if such a contribution would cause the Member's years of Credited Service to exceed 40.

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 lesser of:

- (a) 9% of the Member's Earnings for the year;
- (b) the aggregate of \$1,000 plus 70% of the Member's Pension Adjustment for the year.

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.

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 two accounts, namely the Regular Pension Benefits Account and the Supplementary Pension Benefits Account.

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

(A) contributions made by Contributing Members equal to 1% of Employment Earnings on which the Contributing Members have made contributions under subsection (1) or (2) of Section 4,

(B) contributions made by the City under subsection (3) of Section 4 equal to the amount determined under paragraph (A) above,

(C) 2% of any Assumed Earnings on which contributions are made under subsection (2) of Section 4,

(D) contributions made in accordance with subclause (b)(ii) or (b)(iii) of subsection (6) of Section 4.

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

Actuarial Valuations

(4) There shall be an actuarial valuation of the Pension Fund made as of December 31, 1988 and at least every 3 years thereafter.

Disposition of Actuarial Surpluses Disclosed up to January 1, 1995

(5) Any actuarial surplus in the Regular Pension Account disclosed in an actuarial valuation of the Pension Fund after January 1, 1989 and before January 1, 1995 shall be allocated as follows:

- (a) X% shall be used:
 - (i) firstly, to reduce the contributions required to be made by the City in accordance with subsection (3) of Section 4 in each of the three years following the date of the actuarial valuation in which the surplus was disclosed to an amount not less than the amount contributed by the Contributing Members in accordance with subsection (1) of Section 4, and
 - (ii) secondly, to the extent not utilized in accordance with subclause (i) above, to increase the contingency reserve maintained in accordance with subsection (6) of this Section, and
- (b) Y% shall be transferred to the Supplementary Pension Account.
- (c) In this subsection:

"X%" means the proportion which the contributions made by the City in accordance with subsection (1) of Section 4 since the date of the immediately preceding actuarial valuation of the Pension Fund is of the total contributions made by the City and the Contributing Members in accordance with subsections (1) and (3) of Section 4 since that date, and

"Y%" means 100% minus X%.

Contingency Reserve

- (6) The contingency reserve created as a result of the allocation specified in accordance with subsection (5) of this Section shall:
 - (a) accrue interest each year at the rate assumed in the actuarial valuation of the Pension Fund,
and
 - (b) at the option of the city, be used to reduce the contributions required to be made by the City in accordance with subsection (3) of Section 4 to amounts not less than the amounts contributed by the Contributing Members in accordance with subsection (1) of Section 4, to the extent not otherwise reduced by this Section.

SECTION 6 - RETIREMENT

Retirement Date

- (1) A Member may elect to retire on the last day of any pay period in which the member:
- (a) is age 55 or older, or
 - (b) has completed at least 25 years of Credited Service.

Notice of Retirement

- (2) Each Member electing to retire in accordance with subsection (1) of this Section shall give the City at least 30 days notice of his or her intention to retire.

Deemed Retirement at Age 71

- (3) Each Member who is not retired on the last day of the pay period immediately preceding the pay period in which he or she attains age 71, 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; and
 - (b) for each year of Credited Service on and after January 1, 1966
 - (i) 1.4% 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.

Maximum Lifetime Pension

(2) 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 Earnings,

subject to the provision that for each such year which was added as a result of contributions made in accordance with subsection (6) of Section 4 by a Member after June 7, 1991, the limit shall be the lesser of:

- (iii) $\frac{2}{3}$ of the Defined Benefit Limit for the year in which pension payments commence,
 - and
 - (iv) 2% of the Member's Highest Average Earnings; and
- (b) for each year of Credited Service after January 1, 1992, 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 Earnings;
 - minus
- (c) any pension payable from another registered pension plan in respect of the Member's Service before January 1, 1992;
- (d) any pension previously transferred on marriage break-up; and
- (e) any additional pension granted as a result of clause (5)(b) of this Section.

Temporary Pension to Age 65

(3) Each Member who retires prior to age 65 shall receive a temporary pension payable until the last day of the pay period in which the Member attains age 65. The temporary pension shall be equal each year to the excess of:

- (a) the aggregate of 2% of the Member's Best 5-Year Average Earnings for each year of Credited Service;

over
- (b) the amount determined in subsection (1) and (2) of this Section.

Maximum Temporary Pension

(4) The annual pension determined in clause (3)(a) of this Section shall be limited to:

- (a) the Defined Benefit Limit for the year in which the pension is determined times the sum of the Member's Service before January 1, 1992 and the Member's Credited Service after December 31, 1991;

plus
- (b) 25% of a 3 year average of the Member's Canada Pension Plan Earnings, pro-rated if the Member has less than 35 years of Credited Service after January 1, 1992.

Maximum Employee Cost

(5) If, when a pension becomes payable, 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:

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

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.

SECTION 8 - COST-OF-LIVING ADJUSTMENTS**Eligibility for Adjustments**

(1) Each pension payable to a Member, Spouse or Dependent shall be adjusted in accordance with this Section in the pay period which includes July 1 of each Taxation Year beginning with the year in which the pension commenced.

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 the percentage change in the Consumer Price Index for Winnipeg during the 12 month period which ended on the March 31 immediately preceding the date of the adjustment.
- (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 $N/26$.

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 or Dependent Child of the Member.
- (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, or
 - (ii) the Member's excess contributions in accordance with subsection (5) of Section 7 or subclause (2)(a)(ii) of Section 12.
- (d) If the Consumer Price Index for Winnipeg 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.
- (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 Account,
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.

SECTION 9 - NORMAL FORM OF PENSION

Married Members With Eligible Spouse

- (1) (a) The normal form of pension of a Member who has an Eligible Spouse 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 Spouse for the Spouse's remaining lifetime of 66_% of the lifetime pension to which the Member would have been entitled had the Member continued to live.

- (b) The amount of the Member's pension calculated in accordance with subsections (1) and (3) of Section 7 shall be reduced by 2%.

Unmarried Members and Married Members Without Eligible Spouse

- (2) (a) The normal form of pension of a Member who does not have a Spouse shall be a pension payable for the lifetime of the Member.
- (b) The normal form of pension of a Member who has a Spouse who is not an Eligible Spouse 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 Spouse for the Spouse's remaining lifetime of 66_% of the lifetime pension to which the Member would have been entitled, including any cost of living adjustments, had the Member continued to live. Such pension shall be Actuarially Calculated and equivalent in value to the normal form of pension indicated in subclause (2)(a) of Section 9.

Lump Sum Refund When Pension Payments Cease

- (3) If pension payments cease before the total of the payments made to the Member and his or her Spouse 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.

Payment of Pensions

- (4) 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 following when a pension is being paid to a Spouse, Child or Family Member.

Amount of Bi-weekly Instalments

- (5) The amount of each bi-weekly instalment shall be 1/26 of the Member's yearly pension.

Small Pensions

(6) If a bi-weekly instalment is less than \$10, the Board may make a lump sum payment in lieu of the pension. The lump sum payment shall be Actuarially Calculated and equivalent in value to the pension.

SECTION 10 - OPTIONAL FORMS OF PENSION**Old Age Security Integration**

- (1) (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 to the reduction in pension after age 65.
- (b) Any pension payable in respect of a Spouse 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 Eligible Spouse of a Member and the conditions specified in clause (a) above shall apply.

Other Forms of Pension

- (2) (a) In lieu of the normal form of pension, a Member who:

- (i) does not have a Spouse, or
- (ii) except when the option outlined in subclause (c)(iv) below is elected, has elected jointly with his or her Spouse, in a form approved by the Pension Commission of Manitoba and filed with the Board prior to the Member's retirement date,

may elect prior to the Member's retirement date another form of lifetime pension from the list outlined in clause (c) 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.

- (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, except when the option outlined in (iv) below is elected in which case the pension shall be Actuarially Calculated and equivalent in value to the normal form of pension outlined in Section 9.
- (c) 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 Spouses)

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 is then surviving, bi-weekly payments will be made for the remaining lifetime of the Spouse in the same amount that the Member had received.
 - (v) Joint and 50% Survivor (Only Available to Members with Spouses)

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 is then surviving, bi-weekly payments will be made for the remaining lifetime of the Spouse at 50% of the amount that the Member had received.

Election Irrevocable

(3) 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 PENSION

Eligibility for a Disability Pension

(1) A Contributing Member who has completed at least 15 years of Credited Service, has become Totally Disabled, and is under the regular and personal care of a Medical Doctor, may apply for a disability pension. If such application is approved by the Board, the disability pension shall commence.

Medical Evidence

(2) The Board may require each Member who applies for a disability pension to be examined by one or more Medical Doctors appointed by the Board, and the Board shall obtain such other evidence as it may consider necessary to enable it to determine if the Member is Totally Disabled. 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.

Initial Amount of Disability Pension

(3) The disability pension shall be calculated in accordance with the method described in SECTION 7 - RETIREMENT PENSION

Occupational Disabilities

(4) A contributing Member who is Totally Disabled as a direct result of personal injury by accident or illness arising out of and in the course of employment with the City or as a result of having contracted a disease directly arising out of the Member's occupation while in such employment, and who is receiving Employment Earnings from the City, may not apply for a disability pension.

Administrative Procedures

(5) The eligibility of a Member for a disability pension, the date on which such pension commences or is subsequently decreased, increased or cancelled, 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. The Board may, from time to time, ask a Member who is receiving a disability pension, to submit further evidence of continuing disability which, at the Board's option, shall be obtained from a Medical Doctor appointed by the Board. After the disability pension has been paid for more than two years such evidence may not be requested more frequently than annually.

Discontinuance of Disability Pension

- (6) (a) The Member's disability pension will be discontinued if, before age 60:
- (i) the Board finds the Member no longer to be Totally Disabled; or
 - (ii) the Member refuses or cannot provide the Board with satisfactory evidence of his or her continuing disability.
- (b) If the Member's disability pension is discontinued; and
- (i) the Member is employed by the City as a Police Employee, the Member shall again be subject to the terms and be entitled to the benefits of the Plan and his years of Credited Service prior to the date his disability pension commenced shall be added to his years of Credited Service after his resumption of employment;
 - (ii) the Member is not employed by the City as a Police Employee, he will be entitled to a paid-up pension commencing at his normal retirement date based on his Credited Service prior to the date his disability pension commenced.

SECTION 12 - DEATH PRIOR TO RETIREMENT**Employees - Less Than 2 Years' Credited Service**

- (1) (a) If a Member dies while an Employee but before completing 2 years of Credited Service, the Member's beneficiary or estate, whichever is applicable, shall receive in a lump sum:
- (i) the Member's Required Contributions, With Interest, plus

- (ii) the Accumulated Value of the Member's Additional Contributions, if any,

less
 - (iii) any payments previously made to the Member and/or any payments made under Section 16.
- (b) If the Member is survived by a Spouse, the Spouse will receive a pension, Actuarially Calculated and equivalent in value to the lump sum described in clause (1)(a) above.

Employees - 2 to 5 Years' Credited Service

- (2) (a) If a Member dies while an Employee and after having completed at least 2 years of Credited Service but before having completed 5 years of Credited Service, the Member's beneficiary or estate, whichever is applicable, shall receive in a lump sum:
 - (i) the Member's Required Contributions in respect of Taxation Years prior to 1985, With Interest, plus
 - (ii) the Commuted Value of the pension benefit earned by the Member in respect of Credited Service in 1985 and subsequent Taxation Years, plus
 - (iii) the excess, if any, of the Member's Required Contributions in respect of 1985 and subsequent Taxation Years 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
 - (iv) the Accumulated Value of the Member's Additional Contributions, if any,

less
 - (v) any payments previously made to the Member and/or any payments made under Section 16.
- (b) If the Member is survived by a Spouse, the Spouse will receive a pension, Actuarially Calculated and equivalent in value to the lump sum described in clause (2)(a) above.

Employees - More than 5 Years' Credited Service and Married With Eligible Spouse

- (3) (a) If a Member dies while an Employee and after having completed at least 5 years of Credited Service, and is survived by an Eligible Spouse, then the Spouse 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 (2) of Section 7, in respect of the Member's Earnings and Credited Service up to the date of the Member's death, plus
 - (ii) the pension, Actuarially Calculated, which can be provided by the Member's excess contributions, if any, calculated in accordance with subsection (5) of Section 7, plus
 - (iii) the pension, Actuarially Calculated, which can be provided by the Accumulated Value at the date of the Member's death of the Member's Additional Contributions, if any.
- (b) If the Member is survived by a Spouse and 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 (3)(a)(i) of this Section will be payable and divided equally among the Dependent Children or their respective legal guardians.
- (c) If the Spouse 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.

Employees - More than 5 Years' Credited Service and Unmarried, Or Married Without Eligible Spouse, With Dependent Children

- (4) (a) If a Member dies while an Employee and after having completed at least 5 years of Credited Service, and is survived by one or more Dependent Children but not by an Eligible Spouse, 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 (3)(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 redistributed to the remaining Dependent Children, if any.

Employees - More than 5 Years' Credited Service and Unmarried, Or Married Without Eligible Spouse, With Dependent Family Members Only

- (5) (a) If a Member dies while an Employee and after having completed at least 5 years of Credited Service, and is survived by one or more Dependent Family Members but not by an Eligible Spouse or Dependent Children, a pension shall be paid to the Dependent Family Members. The amount of this pension shall be equal to the pension calculated in accordance with clause (3)(a) of this Section.
- (b) If there is more than one Dependent Family Member, an equal share of the pension shall be paid in respect of each Dependent Family Member.
- (c) The portion of the pension payments made in respect of a Dependent Family Member shall cease when the Dependent Family Member ceases to be a Dependent Family Member and subsequent pension payments shall be redistributed to the remaining Dependent Family Members, if any.

Paid-Up Pensioners

- (6) 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, the Spouse shall receive the lifetime pension, Actuarially Calculated, which can be provided by the lump sum amount determined in accordance with subsection (2) of this Section,

or

- (b) is not survived by a Spouse, the Member's beneficiary or estate, whichever is applicable, shall receive a lump sum payment in accordance with subsection (2) of this Section.

Minimum Survivor's Pension

(7) If, at the date of death of the Member:

- (a) the Commuted Value of the pension benefit earned by the Member in respect of Credited Service in 1985 and subsequent Taxation Years,

exceeds
- (b) the value, Actuarially Calculated, of the benefits payable in accordance with subsections (3), (4) or (5) of this Section, 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. If benefits are payable under subsection (3) of this Section, then the additional pension shall be a lifetime pension payable to the Eligible Spouse. If benefits are payable under subsection (4) or (5) of this Section, then each Dependent Child or Dependent Family Member, as the case may be, who is under 18 years of age at the date of death of the Member, or their respective legal guardian, shall be entitled to receive an equal additional pension, payable until he or she attains 18 years of age.

Maximum Pre-Retirement Pension

- (8) (a) If, at the date of the death of the Member, the pension payable to two or more Dependent Children or Family Members is increased in accordance with subsection (7) 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 or Family Member is increased in accordance with subsection (7) of this Section, the increased pension shall not exceed 66_ % of the amount determined in clause (a) above.
- (c) Any amounts determined in accordance with subsection (7) of this Section which exceed the Member's projected lifetime retirement benefits referred to in the clause (a) or (b) of this subsection, 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.

Portability

(9) In lieu of the pension to which a Spouse is entitled in accordance with this Section, the Spouse may, within 30 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.

Lump Sum Refund When Pension Payments Cease

(10) If the pension payments to a Member's Spouse or Dependent Children, if any, cease before the total of these payments, together with any payments previously made to the Member, 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 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.

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 2 years of Service, the Member shall receive in a lump sum:

- (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 and/or any payments made under Section 16.

More Than 2 Years' Service

(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, the Member is entitled to receive a paid-up pension commencing on the last day of any pay period in which the Member is age 60 or older. The amount of the paid-up pension shall be equal to the greater of:

- (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.

Portability

(3) A terminating Member who is entitled to a paid-up pension in accordance with subsection (2) of this Section may elect:

- (a) 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
- (b) in lieu of the paid-up pension, if any, to which the Member is entitled in respect of Service prior to July 1st, 1976, to receive a lump sum payment equal to:
 - (i) the Member's Required Contributions in respect of Service prior to July 1, 1976, With Interest,
less
 - (ii) any payments previously made to the Member in respect of this period of Service; and

- (c) if, at the date of termination the Member has not completed at least 10 years of Service and attained age 45, in lieu of the paid-up pension, if any, to which the Member is entitled in respect of Credited Service between July 1, 1976 and the last day of the 1984 Taxation Year, to receive a lump sum payment equal to:
 - (i) the Member's Required Contributions in respect of Credited Service between July 1, 1976 and the last day of the 1984 Taxation Year,

less
 - (ii) any payments previously made to the Member in respect of this period of Service; and
- (d) in lieu of the paid-up pension to which the Member is entitled in respect of Credited Service in 1985 and subsequent Taxation Years and any other paid-up pension in respect of which no election has been made under clauses (a), (b) and (c) above, to transfer the Commuted Value of this paid-up pension to another Registered Plan, but only to the extent permitted under the Income Tax Act (Canada) and any regulations and administrative rules thereunder.

If the Member does not make an election under this subsection within 30 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) of this Section.

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 the full amount is refunded or transferred, neither the Member nor his or her beneficiary shall be entitled to any further benefits from the Plan. If a portion of the amount is refunded or transferred, the Member's benefits shall be proportionately reduced.

Application for Commencement of Pension

(5) 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.

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

(1) If a Member to whom a paid-up pension has been granted and not subsequently cancelled, again becomes an Employee, 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.

Re-Employment After Retirement

- (2) (a) If a retired Member who is receiving a pension from the Plan again becomes an Employee and:
- (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 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.

SECTION 15 - RECIPROCAL ARRANGEMENTS**Reciprocal Agreements**

(1) On the recommendation of the Board, the City 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) of the Income Tax Act (Canada), as amended from time to time.

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:
- (i) ceases to be employed with a Reciprocating Employer and becomes an Eligible 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 Credited 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.

- (c) The Best 5-Year 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.

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 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, notwithstanding that an order or agreement, as the case may be, may require the division to be made in a different manner.

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:

- (a) 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, and
- (b) 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
- (c) 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.

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 shall elect either:

- (i) to transfer to another Registered Plan of the Commuted Value of the portion of the pension payable to the Member subsequent to the date of division earned by the Member during the period of the marriage or common-law relationship, or
 - (ii) to receive from the Plan the lifetime pension, Actuarially Calculated and equivalent in value to of the Commuted Value of the portion of the pension payable to the Member subsequent to the date of division earned by the Member during the period of the marriage or common-law relationship, and
- (b) the pension payable to the Member subsequent to the date of division shall be correspondingly reduced.

Recontribution by Member

- (4)
 - (a) Where an amount is to be transferred to another Registered Plan in respect of a Member's Spouse in accordance with subsections (2) or (3) of this Section, the Member may elect to contribute to the Plan, all or part of the amount transferred with respect to Service prior to 1992, within one year of the date on which the transfer is made. No contribution shall be permitted for Credited Service after 1991.
 - (b) If the payment is made later than 90 days after the date on which the transfer was made, interest shall accrue from the date which is 90 days after the date on which the transfer was made to the date on which the contribution is made. The interest rate shall be prescribed by the Board and shall be based on the rate of return realized by the fixed income investments of the Pension Fund, and
 - (c) If the Member elects and contributes in accordance with this subsection, his or her Years of Credited Service, his or her Required Contributions, With Interest, and the Accumulated Value of his or her Additional Contributions, if any, shall be restored in proportion to the amount of the Member's recontribution.
 - (d) Any contribution made in accordance with this subsection shall not otherwise be treated as a contribution for the purpose of determining any benefit which subsequently may be payable to or in respect of the Member.
 - (e) If the period of Credited Service restored in accordance with clause (c) above is subsequently found to cause the benefit otherwise payable to exceed the maximum amounts payable in accordance with subsection (2) of Section 7, the excess shall not be paid. In lieu of the excess the Member will be entitled to a return, with interest, of that portion of the contributions paid in accordance with clause (a) above that gave rise to the excess.

Period of Common-Law Relationship

(5) For the purpose of this Section, the period of a common-law relationship to which a Member is a party shall commence on the day on which the Board receives a declaration in the form prescribed under the Pension Benefits Act declaring that the Member is a party to a common-law relationship with another person identified in the declaration and ending on the day on which the Member notifies the Board in writing that the existence of the common-law relationship has been terminated.

Waiver of Division of Pension Benefits

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

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

- (1) (a) Each Employee must provide proof of age and complete the declaration of beneficiary form upon joining the Plan. Each Spouse 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.
- (b) 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 judgement of a competent tribunal or a written agreement in settlement of rights arising as a consequence of the breakdown of a marriage or other conjugal relationship between the Member and the Member's Spouse or former Spouse, or
 - (ii) assignment by the legal representative of the deceased Member on the distribution of that Member's estate, and
- (b) surrender does not include a reduction in benefits to avoid revocation of the registration of the Plan under the Income Tax Act (Canada).

Option on Lump Sum Refund of Additional Contributions

- (3) If a Member who has made Additional Contributions,
 - (a) retires in accordance with Section 6,
 - (b) receives a disability pension in accordance with Section 11, or
 - (c) dies and a pension is payable in accordance with Section 12, or
 - (d) terminates employment and becomes entitled to a paid-up pension, in accordance with Section 13,

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.

Maximum Transfer Value of Lump Sum Benefits

- (4) If a Member or beneficiary is entitled to receive a lump sum payment in satisfaction of all or part of a Member's rights to and interests in benefits under the Plan or in lieu of such benefits, this amount may, at the option of the Member, be transferred to an annuity contract or pension plan established for that person but such transfer shall be:
 - (a) a single, lump sum amount,
 - (b) direct plan-to-plan, and

- (c) in an amount which is not greater than the amount prescribed by the Income Tax Act (Canada).

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.

No Agency

(7) Nothing contained in this By-law or done pursuant hereto shall have the effect of making any Police Employee an agent of the City or of rendering the City liable for the acts of such person.

Maximum Pension Adjustment

(8) The Pension Adjustment shall not exceed the Maximum Pension Adjustment in any calendar year.

SECTION 18 - DISPOSITION OF FUND

Disposition of Fund on Plan Termination

(1) 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 Income Tax Act (Canada) and any regulations and administrative rules thereunder.

APPENDIX A TO SCHEDULE "A" OF BY-LAW NO. 6253/93

<u>Reference Number</u>	<u>Name</u>
146 964	Ager, B.S.
744 731	Bouchard, G.
413 239	Haack, C.H.
791 484	Firman, Wm
037 371	Palmer, B (Offrowich)
292 225	Peabody, D.C.
514 009	Whiteside, K.J.

APPENDIX B TO SCHEDULE "A" OF BY-LAW NO. 6253/93

<u>Reference Number</u>	<u>Name</u>
580 731	Farley, G.D.
326 224	Hutton, D.J.