

**REPEALED BY THE WINNIPEG POLICE PENSION PLAN BY-LAW NO. 2/2006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

CONSOLIDATION UPDATE: MARCH 22, 2006

**THE WINNIPEG POLICE PENSION PLAN 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 committee of individuals appointed by the Board to assume the responsibility for the investment of the Fund, and may be the investment committee constituted under the Winnipeg Civic Employees’ Benefits Program Pension Trust Agreement dated October 7, 2002 provided that the number of members of such investment committee appointed by the Member Trustees participating, deciding or voting on any issue shall always be one less than the number of members appointed by the Employer Trustees, where “Member Trustees” and “Employer Trustees” are as defined in Article 1 of that trust agreement.

amended 8171/2002

"Investment Manager" means any duly qualified person, firm or corporation as may, from time to time, be appointed by the Board to act in the capacity of advisor or manager regarding the investment and management of all or any portion of the assets of the Fund.

amended 8171/2002

"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 in 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 recommendation 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 power, 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.

INVESTMENT COMMITTEE

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

- (6) review regularly the performance of each Investment Manager which is managing the investment of the Pension Fund or portion thereof.
added 1/2006

PROHIBITION OF CONFLICT OF INTEREST

9. (1) No Board Member and no members 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 Pension Plan or the Fund.
amended 1/2006
- (2) Investment Committee members are prohibited from personally managing the Fund or any portion thereof.

FIDUCIARY RESPONSIBILITIES

10. 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

11. (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, willful 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 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, willful misconduct or lack of good faith.

RECIPROCAL AGREEMENTS

12. 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

13. (1) Subject to Section 14, 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.

amended 1/2006

- (2) Subject to Section 14, 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 of 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.

amended 1/2006

NO REDUCTION OF ACCRUED BENEFITS

14. No amendment, modification, variation, termination, merger, consolidation or division pursuant to Section 13 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.

amended 1/2006

EFFECTIVE DATE

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

16. 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

amended 6/6/94

SECTION 1 - DEFINITIONS

In this Plan:

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

amended 1/2006

"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 Board 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 with 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.

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

amended 1/2006

"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 Best 5-Year Average Earnings is the amount obtained by dividing the Member's Earnings by the Service the Member completed. Any periods of absence from work for which contributions were not made shall be excluded from the Member's Earnings.

amended 1/2006

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

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

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

added 1/2006

"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 is accumulating 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.

amended 1/2006

"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" for a calendar year means \$1,722.22 or such other defined benefit limit for the year as specified in Section 8500 of the Regulations under the Income Tax Act (Canada).

added 1/2006

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

- (a) is less than 25 years of age, or
- (b) is less than 25 years of age, and has been in full-time attendance in a 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.

amended 1/2006

"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.

"Early Retirement"

repealed 1/2006

"Early Retirement Reduction"

repealed 1/2006

"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 installments 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 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.

amended 1/2006

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

amended 1/2006

"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"

repealed 1/2006

"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 a Eligible Employee, or
- (b) a former Employee who is entitled to a pension or a paid-up pension from the Plan.

"Money Purchase Limit"

repealed 1/2006

"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 (Police Component) or of the Winnipeg Police Senior Officers Association or chief and deputy chief of the Winnipeg Police Service.

amended 1/2006

"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", 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 health authority, hospital or associated health care facility in Manitoba,

amended 1/2006

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, registered retirement income fund, life annuity contract, insurance contract or pension plan under which the trustee, issuer or administrator, as applicable, agrees to administer any amounts transferred to the plan fund or contract, as applicable, in the manner prescribed by the Pension Benefits Act.

amended 1/2006

"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 (5) of Section 4 of Schedule A;

amended 1/2006

- (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) a period of maternity or parental leave that the City recognizes as satisfactory work performed, or
added 1/2006
- (iii) 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.
amended 1/2006

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 who is married to the Member, if there is no Common-law Partner
amended 1/2006

"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 and Permanently Disabled” means suffering from a physical or mental condition which the Board, on the basis of evidence submitted to it by one or more Medical Doctor(s), considers to be so severe that the Member is unable to engage in any occupation for which he or she is reasonably suited by education, training or experience and that can reasonably be expected to continue for the remainder of his or her lifetime.

added 1/2006

“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 each person whose name is shown in Appendix A to this Schedule.”

“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 Service.

“With Interest” means:

- (a) in respect of Required Contributions, accumulated at a rate of interest for each calendar year equal to the average of the 5 year personal fixed term chartered bank deposit rates, as published as Bank of Canada CANSIM series B14045, during the immediately preceding calendar year, and
- (b) in respect of all other types of contributions, accumulated at a rate of interest for each calendar year equal to the rate of return on the fixed income investments of the Pension Fund during the immediately preceding calendar year as determined by the Board, less 0.5%,

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

added 1/2006

“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

amended 6467/94

New Employees

- (1) Each Employee who is employed in THE CITY OF WINNIPEG Police Service as a Police Officer becomes eligible to join the Plan on the first day of his or her 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 Credit Service under this Plan for Service after December 21, 1975;
 - (b) he shall not be required to retire on the last day of the pay period in which he attains age 60;
 - (c) 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 fulfillment of the eligibility requirements of Section 2.

SECTION 4 - CONTRIBUTIONS

amended 6/6/94

Employee Required Contributions

- (1) Subject to subsection (7) below, each Contributing Member shall contribute, by payroll deduction in each pay period, while a Member of the Plan, "8.0%" of his or her Employment Earnings, however no further Employee Contributions shall be deducted from the Member's Employment Earnings in a Taxation Year when the maximum lifetime pension is reached as described in subsection (3) of Section 7.

amended 1/2006

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 such percentage, Actuarially Calculated, of such Assumed Earnings as is determined by the Board to be equal to the average cost of benefits accruing under the Plan. The payment of such contributions shall be at regular intervals throughout the period. A Contributing Member may contribute in respect of his or her Assumed Earnings during an Eligible Period Of Temporary Absence only if the total of such periods does not exceed the maximum prescribed in Section 8507 of the Regulations under the Income Tax Act (Canada) as amended from time to time.

amended 1/2006

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.
- (d) No contribution shall be made by the City that is not an eligible contribution for the purpose of Section 147.2 of the Income Tax Act (Canada).
added 1/2006

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 to his or her employment 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;
amended 1/2006

Such Additional Contributions shall be credited to the Member's individual account and shall not affect the City's contributions in any way.
amended 1/2006

Contributions for Past Service

- (5) (a) On or after January 1, 1998, a Contributing Member may elect prior to retirement, by completing the form prescribed by the Board, to make a contribution in respect of a period that is not Credited Service but that is a period of employment with:
 - (i) the City,
 - (ii) an Area Municipality,
 - (iii) a municipality which became part of the Area Municipality,

- (iv) the Metropolitan Planning Commission, or
 - (v) any other district, board, commission or company whose employees became employees of an Area Municipality;
- (b) The amount of the contribution to be made in respect of a period for which application is made in accordance with this subsection shall be Actuarially Calculated so as to be equal to the value of the benefits to which the Member is expected to be entitled as a result of this period becoming Service and Credited Service.
- (c) The contribution determined in accordance with this subsection shall be paid by the Member within 30 days of the date of retirement.
- (d) On payment of a contribution in accordance with this subsection, and provided that certification of the Minister of National Revenue for the purpose of subsection 147.1(10) of the Income Tax Act (Canada), if applicable, has been received, the period in respect of which the contribution is made shall be added to the Member's Service and Credited Service.

amended 1/2006

Restriction on Withdrawal of Contributions

- (6) (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.

amended 1/2006

Maximum Employee Contributions

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

amended 1/2006

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 subsection (5) of Section 4.
amended 1/2006

(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.

amended 1/2006

Allocation of Actuarial Surplus in 2001

- (7) In 2001, \$4,342,000 of actuarial surplus in the Regular Pension Benefits Account shall be used to:
 - (a) offset the City's contributions otherwise payable in accordance with subsection (3) of Section 4 for 10 pay periods in 2001, and
 - (b) transfer an amount equal to the reduction in City contributions under clause (a) to the Supplementary Pension Benefits Account to increase the funding of future cost-of-living adjustments to pensions; and

added 1/2006

Allocation of Actuarial Surplus in 2002

- (8) In 2002, \$4,636,000 of actuarial surplus in the Regular Pension Benefits Account shall be used to:
 - (a) offset the City's contributions otherwise payable in accordance with subsection (3) of Section 4 for 10 pay periods in 2002, and
 - (b) transfer an amount equal to the reduction in City contributions under clause (a) to the Supplementary Pension Benefits Account to increase the funding of future cost-of-living adjustments to pensions.

added 1/2006

SECTION 6 - RETIREMENT

amended 6/6/94

Normal Retirement Date

- (1) Each Member's normal retirement date is the last day of the pay period in which the Member attains age 60.

added 1/2006

Retirement Date

- (2) A Member may elect to retire on the last day of any pay period in which the member:

is age 55 or older, or

has completed at least 25 years of Credited Service.

amended 1/2006

Early Retirement

- (3) A Member may elect to retire on the last day of any pay period in which the Member:

(a) is age 50 or older, or

(b) has completed at least 20 years of Credited Service.

amended 1/2006

Notice of Retirement

- (4) Each Member electing to retire in accordance with subsections (2) or (3) of this Section shall give the City at least 30 days notice of his or her intention to retire.

amended 1/2006

Deemed Retirement at Age 71

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

amended 1/2006

SECTION 7 - RETIREMENT PENSION

amended 6/467/94

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.

Pension Before Age 65

- (2) Notwithstanding subsection (1) of this Section, the pension payable up to and including the last pay period that begins in the month in which he or she attains age 65 to a Member who retires prior to age 65 in accordance with Section 6 shall be 2% of the Member's Best 5-Year Average Earnings for each year of Credited Service, provided that the excess of this pension over the pension determined under subsection (1) of this Section in respect of Credited Service after January 1, 1992 shall not exceed the maximum bridging benefit specified in paragraph 8503(2)(b) of the Regulations under the Income Tax Act (Canada).
added 1/2006

Maximum Lifetime Pension

- (3) The annual pension determined under subsection (1) of this Section shall be limited to the aggregate of:
 - (a) for each year of Credited Service before January 1, 1992 to a maximum of 35 years, the lesser of:
 - (i) the Defined Benefit Limit for the year in which pension payments commence,

and

- (ii) 2% of the Member's Highest Indexed Average Earnings,
amended 1/2006

subject to the provision that for each year of Credited Service before 1990 that was added to the member's Credited Service as a result of contributions made after June 7, 1990 in accordance with subsection (5) of Section 4, this limit shall be the lesser of:

amended 1/2006

- (iii) 2/3 of the Defined Benefit Limit for the year in which pension payments commence,

and

- (iv) 2% of the Member's Highest Indexed Average Earnings; and
amended 1/2006

- (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 Indexed Average Earnings;
amended 1/2006

minus

- (c) any pension payable from another registered pension plan in respect of the Member's Service before January 1, 1992;

- (d) any portion of the pension transferred to a spouse or former spouse on marriage break-up or to a Common-law Partner or former Common-law Partner on break-up of a common-law relationship, and
amended 1/2006

- (e) *deleted 1/2006*

Maximum Pension Before Age 65

- (4) The annual pension payable until the last day of the pay period in which the Member attains age 65 determined in accordance with subsection (2) shall be limited to the aggregate of:
- (a) the Defined Benefit Limit for the year in which pension payments commence times the sum of:
 - (i) the Member's Credited Service before January 1, 1992 to a maximum of 35 years, and
 - (ii) the Member's Credited Service after December 31, 1991;
 - (b) the maximum Old Age Security pension and Canada Pension Plan pension for the year in which pension payments commence, multiplied by the ratio of the Member's Credited Service before January 1, 1992 to his or her total Credited Service; and
 - (c) 25% of the average of the YMPEs for the year in which pension payments commence and the two immediately preceding years multiplied by 1/35th of the Member's Credited Service after January 1, 1992 to a maximum of 35 years;
- minus
- (d) any pension payable from another pension plan in respect of the Member's Credited Service before January 1, 1992; and
 - (e) any portion of the pension transferred to a spouse or former spouse on marriage break-up or to a Common-law Partner or former Common-law Partner on break-up of a common-law relationship.

amended 1/2006

Excess Employee Contributions

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

- (i) refunded to the Member in a lump sum, or
 - (ii) subject to restrictions under the Income Tax Act (Canada), used to increase the Member's pension or paid-up pension; the amount of this increase in pension or paid-up pension shall be Actuarially Calculated.
- (b) For the purpose of clause (a):
- (i) the Member's Required Contributions shall exclude any contributions made in accordance with subsections (4) or (5) of Section 4, and
 - (ii) the pension benefit shall exclude any pension benefit purchased by such contributions.

amended 1/2006

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.

Early Retirement Reduction

- (7) (a) If the Member is retiring in accordance with subsection (3) of Section 6, the pension otherwise payable in accordance with subsection (1) or (2) shall be reduced for his or her lifetime by an amount equal to the product of:
- (i) 0.1385% for each pay period (3.6% per annum) that the Member retires earlier than the pay period in which he or she otherwise would have been eligible to retire in accordance with subsection (2) of Section 6, and
 - (ii) 2% of the Member's Best 5-Year Average Earnings for each year of Credited Service.
- (b) The percentage reduction factor specified in clause (a)(i) shall be reviewed by the Actuary at least every three years and shall be varied by the Board on the recommendation of the Actuary to ensure that retirements in accordance with subsection (3) of Section 6 are cost-neutral to the Plan.";

amended 1/2006

Payment of Pensions

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

amended 1/2006

Amount of Bi-Weekly Installments

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

Small Pensions

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

amended 1/2006

SECTION 8 - COST-OF-LIVING ADJUSTMENTS

amended 6467/94

Eligibility for Adjustments

- (1) Each person payable to a Member, Spouse, Common-law Partner or Dependent shall be adjusted in accordance with this Section in the pay period which includes July 1 of each Taxation Year.

amended 1/2006

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 75% of the percentage change in the Consumer Price Index for Canada during the 12 month period which ended on the March 31 immediately preceding the date of the adjustment. **The adjustment so determined shall not exceed 100% of the Consumer Price Index for Canada during such 12-month period.**
amended 1/2006
- (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, Common-law Partner or Dependent Child of the Member.
amended 1/2006
- (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 subsection (8) of Section 12 or clause (6) (c) of Section 12.
amended 1/2006
- (d) If the Consumer Price Index for Canada decreases, each pension shall be adjusted accordingly, but the resulting pension shall not be less than the pension which would have been provided under the Plan had no adjustments been made in accordance with this Section.
amended 1/2006

- (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

amended 6/467/94

Members with Spouse or Common-law Partner

amended 1/2006

- (1) (a) The normal form of pension of a Member who has a Spouse or Common-law Partner on his or her retirement date is a pension payable to the Member for the lifetime of the Member and, after the Member's death, a pension to the Spouse or Common-law Partner for the Spouse's or Common-law Partner's remaining lifetime of 66 2/3% of the lifetime pension to which the Member would have been entitled had the Member continued to live.
- (b) If the Member's date of retirement occurred prior to December 26, 1993, the amount of the Member's pension calculated in accordance with subsection (1) and (2) of Section 7 shall be reduced by 2%.

amended 1/2006

Members Without Spouse or Common-law Partner

amended 1/2006

- (2) The normal form of pension of a Member who does not have a Spouse or Common-law Partner shall be a pension payable for the lifetime of the Member.

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 or Common-law Partner is at least equal to the aggregate of:
amended 1/2006

- (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.

SECTION 10 - OPTIONAL FORMS OF PENSION

amended 6/6/94

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

amended 1/2006

- (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 up to and including the last 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 the last pay period that begins in the month in which the Member attains age 65 shall be Actuarially Calculated and equivalent in value to the reduction in pension thereafter.

amended 1/2006

- (b) Any pension in respect of a Spouse or Common-law Partner shall be determined as if the Member had not elected to integrate his or her pension.

amended 1/2006

- (c) The integration option shall be available to the Eligible Spouse or Common-law Partner of a Member and the conditions specified in clause (a) above shall apply.

amended 1/2006

Other Forms of Pension

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

- (i) does not have a Spouse or Common-law Partner, or
amended 1/2006
- (iii) 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,
amended 1/2006

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 a Spouse.
amended 1/2006

- (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 of the lifetime pension to which the Member would have been entitled had the Member continued to live.

- (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 of the lifetime pension to which the Member would have been entitled had the Member continued to live.

- (iii) Life and Guaranteed 15 Years

Bi-weekly payments will be made of 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 of the lifetime pension to which the Member would have been entitled had the Member continued to live.

(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 Spouse's remaining lifetime of 100% of the lifetime pension to which the Member would have been entitled had the Member continued to live.

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 and Permanently 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.

amended 1/2006

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 and Permanently 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.

amended 1/2006

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

- (3) A contributing Member who is Totally and Permanently 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.

amended 1/2006

Administrative Procedures

- (4) 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 and Permanently Disabled; or
amended 1/2006
 - (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 based on his Credited Service prior to the date his disability pension commenced and commencing on the last day of any pay period following the pay period in which the Member attains age 60.
amended 1/2006

SECTION 12 - DEATH PRIOR TO RETIREMENT

amended 6/467/94

Lump Sum Refund Benefit

amended 1/2006

- (1) (a) If a Member dies while an Employee but before completing either 2 years of Service or 2 years of Plan membership and before becoming eligible to retire in accordance with subsection (2) of Section 6, the Member's beneficiary or estate, whichever is applicable, shall receive in a lump sum:
amended 1/2006

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 or in respect of the Member under the Plan.
amended 1/2006

- (b) *deleted 1/2006*

Survivor Pension - Employees with Eligible Spouse or Common-law Partner

amended 1/2006

- (2) (a) If a Member dies while an Employee and after having completed at least 2 years of Service or 2 years of Plan membership or after having become eligible to retire in accordance with subsection (2) of Section 6, and is survived by an Eligible Spouse or Common-law Partner, then the Eligible Spouse or Common-law Partner shall receive a lifetime pension each pay period equal to:
amended 1/2006

- (i) if the Member's date of death occurred prior to December 25, 1994, 50% of the pension calculated in accordance with the formula contained in subsection (1) and (3) of Section 7, in respect of the member's Earnings and Credited Service up to the date of the Member's death, or
amended 1/2006
 - (ii) if the Member's date of death occurred on or after December 25, 1994, 50% of the pension calculated in accordance with the formula contained in subsections (1) and (3) of Section 7, in respect of the Member's Earnings and the lesser of:
amended 1/2006
 - (A) 25 years of assumed Credited Service, and
 - (B) assumed Credited Service to age 65,
 - or
 - (C) Credited Service up to the date of the Member's death, if greater than paragraph (A) and (B) of this subsection, 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.
amended 1/2006
- (b) If the Member is survived by an Eligible Spouse and by one of more dependent Children, a pension of:
- (i) 20%, while there is one Dependent Child,
 - (ii) 40%, while there are two Dependent Children, or
 - (iii) 50%, while there are three or more Dependent Children, of the pension calculated in accordance with subclause (2)(a)(i) or (ii) of this Section will be payable and divided equally among the Dependent Children or their respective legal guardians.
- (c) If the Eligible Spouse or Common-law Partner dies while there is one or more Dependent Children, the pension shall continue to be paid on the terms and conditions specified in subsection (4).
amended 1/2006
- (iv) *deleted 1/2006*

Survivor Pension - Employees with Spouse

- (3) If a Member dies while an Employee and after having completed at least 2 years of Service or 2 years of Plan membership or after having become eligible to retire in accordance with subsection (2) of Section 6, and is survived by a Spouse who is not an Eligible Spouse, then the Spouse shall receive a lifetime pension Actuarially Calculated and equivalent in value to the lump sum described in subsection (6).

added 1/2006

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

amended 1/2006

- (4) (a) If a Member dies while an Employee and after having completed at least 2 years of Service or 2 years of Plan membership or after having become eligible to retire in accordance with subsection (2) of Section (6), and is survived by one or more Dependent Children but not by a Spouse or Common-law Partner, a pension shall be paid to the legal guardian of such Dependent Children, or to the Dependent Children if no guardian is required by law. The amount of this pension shall be equal to the pension calculated in accordance with clause (2)(a) of this Section.

amended 1/2006

- (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.

- (d) *deleted 1/2006*

Survivor Pension - Employees without Spouse or Common-law Partner, With Dependent Family Members Only

amended 1/2006

- (5) (a) If a Member dies while an Employee and after having completed at least 2 years of Service or 2 years of Plan membership or after having become eligible to retire in accordance with subsection (2) of Section (6), and is survived by one or more Dependent Family Members but not by a Spouse, Common-law Partner or Dependent Children, a pension shall be paid to the legal guardian of such Dependent Children, or to the Dependent Family Members. The amount of this pension shall be equal to the pension calculated in accordance with clause (2)(a) of this Section.

amended 1/2006

- (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.

- (d) *deleted 1/2006*

Survivor Benefits - Employees Without Spouse, Common-law Partner, Dependent Children or Dependent Family Member

amended 1/2006

- (6) (a) If a Member dies while an Employee and after having completed at least 2 years of Service or 2 years of Plan membership or after having become eligible to retire in accordance with subsection (2) of Section 6, and is not survived by a Spouse, Common-law Partner, Dependent Children or Dependent Family Member, the member's beneficiary or estate, whichever is applicable, shall receive in a lump sum:

amended 1/2006

- (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, With Interest, over 50% of the Commuted Value of the pension benefit earned by the Member in respect of Credited Service in 1985 and subsequent Taxation Years, plus
amended 1/2006
 - (iv) the Accumulated Value of the Member's Additional Contributions, if any,

less
 - (v) any payments previously made to or in respect of the Member under the Plan.
amended 1/2006
- (b) *deleted 1/2006*

Paid-Up Pensioners

- (7) If a Member to whom a paid-up pension has been granted and not subsequently cancelled dies prior to the commencement of the paid-up pension and the Member:
- (a) is survived by a Spouse or Common-law Partner, the Spouse or Common-law Partner shall receive the lifetime pension, Actuarially Calculated, which can be provided by the lump sum amount determined in accordance with subsection (6) of this Section,
amended 1/2006
 - or
 - (b) is not survived by a Spouse or Common-law Partner, the Member's beneficiary or estate, whichever is applicable, shall receive a lump sum payment in accordance with subsection (6) of this Section.
amended 1/2006

Minimum Survivor's Pension

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

exceeds

- (ii) the value, Actuarially Calculated, of the benefits payable in accordance with subsections (2), (4) or (5) in respect of the Member's Credited Service in 1985 and subsequent Taxation Years,

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

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

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

exceeds

- (ii) 50% of the value, Actuarially Calculated, of the benefits payable in accordance with subsections (2), (4) or (5) in respect of the Member's Credited Service in 1985 and subsequent Taxation Years and any additional pension payable in accordance with clause (a),

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

(c) If benefits are payable under subsection (2), then the additional pension payable in accordance with this subsection shall be a lifetime pension payable to the Eligible Spouse or Common-law Partner.

amended 1/2006

(d) If benefits are payable under subsection (4) or (5), then an equal share of the additional pension payable in accordance with this subsection shall be payable to each Dependent Child, or their respective legal guardian, or each Dependent Family Member. In the case of a Dependent Child or a Dependent Family Member who is not totally disabled, the share is calculated on the basis that it is payable until the Dependent Child or Dependent Family Member attains 25 years of age. In the case of a Dependent Family Member who is totally disabled, the share is calculated as a lifetime pension payable to the Dependent Family Member. If, at the date on which the last payment ceases to any Dependent Child or Dependent Family Member, the aggregate of all benefits paid to Dependent Children and Dependent Family Members is less than the sum of the amount in subclause (a)(i) and the excess, if any, under clause (b), the balance shall be paid in equal shares to each surviving Child or Family Member who was a Dependent Child or Dependent Family Member at the death of the Member.;"

amended 1/2006

Maximum Pre-Retirement Dependents' Pension

amended 1/2006

- (9) (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 (8) 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 (8) of this Section, the increased pension shall not exceed 66 2/3% of the amount determined in clause (a) above.
- (a) Any amounts determined in accordance with subsection (8) 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.

amended 1/2006

Portability

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

amended 1/2006

Lump Sum Refund When Pension Payments Cease

- (11) If the pension payments to a Member's Spouse, Common-law Partner or Dependent Children or Dependent Family Members, if any, cease before the total of these payments, together with any payments previously made to or in respect of the Member under the plan, are at least equal to the aggregate of:

amended 1/2006

- (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, last Dependent Child or last Dependent Family Member, whichever is applicable, when the payments cease because of death, or to the Dependent Child or Family Member when payments cease because the Child or Family Member ceases to be Dependent.

amended 1/2006

SECTION 13 - TERMINATION OF SERVICE

amended 1/2006

Less Than 2 Years' Service or Plan Membership

amended 1/2006

- (1) If, for any reason other than death or retirement, a Member's Service terminates before completing either 2 years of Service or 2 years of Plan membership, and the Member is not eligible to retire in accordance with subsection (2) of Section 6, the Member shall receive in a lump sum:

amended 1/2006

- (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 or in respect of the Member under the Plan.

amended 1/2006

More Than 2 Years' Service or Plan Membership

amended 1/2006

- (2) If, for any reason, other than death or retirement, a Member's Service terminates after having completed at least 2 years of Service or 2 years of Plan membership, and before becoming eligible to retire in accordance with subsection (2) of Section 6, the Member is entitled to receive a paid-up pension commencing on the last day of any pay period following the pay period in which the Member attains age 60. The amount of the paid-up pension shall be equal to the greater of:

amended 1/2006

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

amended 1/2006

Commutation of Paid-up Pension

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

amended 1/2006

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**

amended 1/2006

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

amended 1/2006

Re-Employment After Retirement

- (2) (a) If a retired Member who is receiving a pension from the Plan again becomes an Employee prior to the last day of the Taxation Year in which he or she attains age 69 and he or she:
- amended 1/2006*
- (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.

- (c) 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.
- (d) Notwithstanding the foregoing, no contributions shall be made and no further benefits shall accrue to a Member in respect of a period during which retirement benefits are paid to the Member under this Plan or any other registered pension plan in which the City participates.

Service and Earnings

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

added 1/2006

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 period 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 pension 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 147.31(1) to (8) of the Income Tax Act (Canada), as amended from time to time.

amended 1/2006

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 before January 1, 1996, or
amended 1/2006

(ii) from the pension 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 before January 1, 1996
amended 1/2006

unless the person indicates in writing to the Board that he or she does not want this subsection to apply.

(b) Where this subsection applies, the period of pensionable service that applies in calculating the amount of pension under the pension 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.
amended 1/2006

(c) The best average earnings that are used in calculating the amount of pension under the Plan and under the pension 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.
amended 1/2006

SECTION 16 - DIVISION OF PENSION BENEFITS ON MARRIAGE BREAKUP

amended 6/467/94

Equal Division

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

amended 1/2006

Breakup Prior to Commencement of Pension

- (2) If the termination of the marriage or common-law relationship occurs prior to the commencement of pension payments under the Plan and the Member was an Employee at the date of termination of the marriage or common-law relationship:
- (a) if the Member had not completed at least 2 years of Service or 2 years of Plan membership and had not become eligible to retire in accordance with subsection (2) of Section 6 prior to the termination of the marriage or common-law relationship, the Spouse or Common-law Partner shall receive in a lump sum one-half of the sum of the Member's Required Contributions, With Interest, and the Accumulated Value of the Member's Additional Contributions, if any, in respect of the period of the marriage or common-law relationship,
 - (b) if the Member had completed at least 2 years of Service or 2 years of Plan membership, and had not become eligible to retire in accordance with subsection (2) of Section 6 prior to the termination of the marriage or common-law relationship, one-half of the Commuted Value of the pension benefit earned by the Member during the period of the marriage or common-law relationship and determined in accordance with Section 13 as if the Member had terminated Service on the date of termination of the marriage or common-law relationship shall be transferred to another Registered Plan on behalf of the Spouse or Common-law Partner,
 - (c) If the Member had become eligible to retire in accordance with subsection (2) of Section 6 prior to the termination of the marriage or common-law relationship, one-half of the Commuted Value of the pension benefit earned by the Member during the period of the marriage or common-law relationship and determined in accordance with Section 7 as if the Member had retired on the date of termination of the marriage or common-law relationship shall be transferred to another Registered Plan on behalf of the Spouse or Common-law Partner,

- (d) for the purpose of any subsequent calculation of the amount of a pension in respect of the Member, but not for the purpose of determining the Member's eligibility to retire, the Member's years of Credited Service in respect of the period of the marriage or common-law relationship shall be reduced by one-half, and
- (e) the portion of the Member's Required Contributions, With Interest, and the Accumulated Value of his or her Additional Contributions, if any, calculated as at the date of division, in respect of the period of the marriage or common-law relationship shall be reduced by one-half.
added 1/2006

Breakup After Commencement of Pension

- (3) If the termination of the marriage or common-law relationship occurs after the commencement of pension payments under the Plan:
 - (a) the Spouse or Common-law Partner shall receive from the Plan the lifetime pension, Actuarially Calculated and equivalent in value to one-half of the portion of the pension earned by the Member during the period of the marriage, that would have been payable in respect of the Member subsequent to the date of division, and
 - (b) the pension payable to the Member subsequent to the division shall be Actuarially Calculated and equivalent in value to the pension that otherwise would have been payable in respect of the Member subsequent to the date of division less the value of the pension payable to the Spouse in accordance with clause (a).;
amended 1/2006

Breakup While Entitled to Paid-up Pension

- (4) If the termination of the marriage or common-law relationship occurs while the Member was entitled to a paid-up pension:
 - (a) one-half of the Commuted Value of the paid-up pension benefit applicable to the period of the marriage or common-law relationship shall be transferred to another Registered Plan on behalf of the Spouse or Common-law Partner, and
 - (b) the portion of the Member's paid-up pension applicable to the period of the marriage or common-law relationship shall be reduced by one-half.
added 1/2006

Offsetting Pension Benefits

- (5) Where the Spouse or Common-law Partner is a member of a pension plan and both the Member and the Spouse or Common-law Partner agree in writing, the division of pension benefits of the Member in accordance with subsection (1), (2), (3) and (4) may be based on the net difference between the value of the Member's pension benefits and the value of the Spouse's or Common-law Partner's pension benefits earned during the period of the marriage or common-law relationship.

added 1/2006

Waiver of Division of Pension Benefits

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

amended 1/2006

Definitions

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

added 1/2006

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, Common-law Partner or Child who becomes entitled to a pension under the Plan must provide proof of age and designate a beneficiary on the form prescribed by the Board.

amended 1/2006

- (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 the Member's marriage or common-law relationship, or

amended 1/2006

- (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 of Lump Sum Refund of Additional Contributions

amended 1/2006

- (3) If a Member who has made Additional Contributions,
- (a) If a Member who has made Additional Contributions,
- (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) No Member's Pension Adjustment for any calendar year shall exceed the limits specified in subsection 147.1(8) of the Income Tax Act (Canada).
amended 1/2006

Notification of Common-law Relationship

- (9) If the Board has not received written notice of a common-law relationship between a Member and a Common-law Partner and the Board pays a benefit under the Plan by reason of the Member's death as though the Member were not survived by the Common-law Partner, the Board shall not be liable in any way for not having made the payment to the Common-law Partner.
added 1/2006

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 advise 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 and B TO SCHEDULE "A" OF BY-LAW NO 6253/93

Appendices A and B to Schedule "A" of By-law No. 6253/93 are appended to the original by-law which is kept on file in the City Clerk's Department.