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WINNIPEG CIVIC EMPLOYEES'
BENEFITS PROGRAM

THE WINNIPEG CIVIC EMPLOYEES' BENEFITS PROGRAM

Consisting of:

THE WINNIPEG CIVIC EMPLOYEES' PENSION PLAN

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

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

**(including amendments effective September 1, 2011 and
amendments effective May 31, 2010 for compliance with
amendments to *The Pension Benefits Act (Manitoba)*)**

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PART A

**THE WINNIPEG CIVIC
EMPLOYEES' PENSION PLAN**

PART A

THE WINNIPEG CIVIC EMPLOYEES' PENSION PLAN

INTRODUCTION

The Winnipeg Civic Employees' Pension Plan (the "Pension Plan") was established as the Civic Employees' Pension Plan effective December 31, 1988 as a result of the merger of all the City of Winnipeg's then existing pension plans, other than the Winnipeg Police Pension Plan.

On November 22, 2000, the City and the civic unions agreed in a Letter of Understanding to change the form of governance of the Employee Benefits Program, of which the Pension Plan forms a part, to joint trusteeship. The Letter of Understanding provided for shared responsibility between the participating employers and the plan members for the costs of the Program and any unfunded liabilities, and for the sharing of any actuarial surpluses. The *City of Winnipeg Act* was amended to authorize the City to implement the changes contemplated in the Letter of Understanding and the Manitoba Court of Queen's Bench approved the implementation of the changes on August 16, 2002.

The Pension Plan is continued as part of the amended and restated Winnipeg Civic Employees' Benefits Program effective January 1, 2003 and is governed by the terms of the Pension Trust Agreement entered into in accordance with the Letter of Understanding as of that date by the City of Winnipeg and the unions representing members of the Program.

The Pension Plan is amended effective May 31, 2010 for compliance with amendments to the *Pension Benefits Act*. In particular, the following provisions of the Pension Plan as they read on May 30, 2010 are amended effective May 31, 2010: the definitions of Common-law Partner, Registered Plan, Spouse, and With Interest in Section 1; subsection (2) of Section 3; subsection (5) of Section 7; subsection (11) of Section 7 (former subsection (10) of Section 7); clauses (1)(a) and (3)(a) of Section 10; subsections (1), (2), (3), (4), (6), and (8) of Section 12 (former subsections (2), (3), (4), (5), (7), and (9) of Section 12, respectively); subsection (1) of Section 13; subsections (2) and (3) of Section 13 (former subsections (3) and (4) of Section 13, respectively); and Section 16. In addition, the following provisions are added to the Pension Plan effective May 31, 2010 for compliance with amendments to the *Pension Benefits Act*: subsection (4) of Section 5; subsection (12) of Section 7; subsection (6) of Section 9; subsection (10) of Section 12; and subsection (10) of Section 17. The following provisions of the Pension Plan are deleted effective May 31, 2010 for compliance with amendments to the *Pension Benefits Act*: former subsection (1) of Section 12 and former subsection (2) of Section 13. The Pension Plan is also amended effective September 1, 2011 to address contribution rate increases that have been approved effective September 1, 2011 as permitted under the Pension Trust Agreement and certain changes in the benefits under the Pension Plan that have been approved by the Board effective September 1, 2011. All of the amendments described in this paragraph as well as various clarifying amendments are contained within this amended and restated text for the Pension Plan.

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(as amended to September 1, 2011)

The Pension Plan provides pension and ancillary benefits to employees, other than police officers, of the City of Winnipeg and certain other participating employers.

The Pension Plan is a registered pension plan under the *Income Tax Act* and is registered, and designated as a multi-unit pension plan, under the *Pension Benefits Act* of Manitoba.

SECTION 1 - DEFINITIONS

In this Plan:

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

"**Actuary**" means the actuary or firm of actuaries appointed by the Board for the purposes of the Program.

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

"**Additional Contributions**" means the sum of:

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

"**Approved Leave of Absence for Union Business**" means a period approved by the Board during which the Member receives remuneration from a union that is a party to a collective agreement with an Employer, but does not participate in a pension plan for employees of that union.

"**Area Municipality**" means a municipality or corporation as defined in *The City of Winnipeg Charter*.

"**Assumed Earnings**" means:

- (a) for a Member who is Disabled and who is receiving or Eligible For Disability Benefits:
 - (i) if the Date Disability Commenced is on or after September 1, 2011, the remuneration, excluding overtime pay, that the Member would have received from an Employer had the Member continued to be employed in the Position Regularly Occupied by the Member immediately prior to becoming Disabled, based on the earnings rate applicable to that position in the pay period in which the Member became Disabled, adjusted in the pay period that includes July 1 of each Taxation Year in accordance with the procedure and percentage specified in Section 8, except that the adjustment shall be pro-rated based on the period since the Date Disability Commenced if such period is less than one year, or
 - (ii) if the Date Disability Commenced was prior to September 1, 2011, the remuneration, excluding overtime pay, that the Member would have received from an Employer had the Member continued to be employed in the Position Regularly Occupied by the Member immediately prior to becoming Disabled,

less the Member's Employment Earnings, if any;

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

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

"Average Bi-Weekly Earnings" means:

- (a) if the Member is employed in a permanent position or in a temporary position working on a full-time basis and is not employed under the terms of a job share agreement, the Member's Earnings for the 13 pay periods immediately prior to the Date Disability Commenced or the Member's date of death, whichever is earlier, divided by 13. If the Member did not receive Earnings in each of these 13 pay periods, the Member's Earnings for the period covered by these pay periods shall be divided by the number of pay periods for which he or she received Earnings; or
- (b) if the Member is not employed in a permanent position and is working on a seasonal, casual or part-time basis or is employed under the terms of a job share agreement, the Member's Earnings for the 26 pay periods immediately prior to the Date Disability Commenced or the Member's date of death, whichever is earlier, divided by 26.

"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 Eligibility Service as was used in the calculation of the Member's Best 5-Year Average Earnings by the same Eligibility Service as was used in the calculation of the Member's Best 5-Year Average Earnings.

"Best 5-Year Average Earnings" means the amount obtained by dividing the Earnings of a Member in the 5 Taxation Years in which the Member's Yearly Earnings were the highest by the Eligibility Service completed by the Member in those Taxation Years, where the 5 Taxation Years are obtained from the last 10 Taxation Years up to and including the Taxation Year in which the Member ceased to be an Employee. If the Member ceased to be an Employee 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 Eligibility Service completed during the sixth

Taxation Year in which the Member's Yearly Earnings were the highest shall be used. Such proportion, plus the proportion of the Taxation Year in which the Member ceased to be an Employee that is prior to the date on which the Member ceased to be an Employee, shall be equal to one. If a Member did not have Eligibility 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 Eligibility Service the Member completed.

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

"Board" means The Board of Trustees of The Winnipeg Civic Employees' Benefits Program (Pension Fund) constituted under the Trust Agreement.

"Canada Pension Plan" means the Canada Pension Plan as provided by the terms of the *Canada Pension Plan* being Chapter C-8 of the Revised Statutes of Canada, 1985, 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 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.

"City Account" means the City Account established and maintained in accordance with Article 7 of the Trust Agreement.

"Common-law Partner" of a Member means:

- (a) a person who, with the Member, registered a common-law relationship under section 13.1 of the *Vital Statistics Act*; or
- (b) a person who, not being married to the Member, cohabited with the Member in a conjugal relationship
 - (i) for a period of at least 3 years, if either of them is married, or
 - (ii) for a period of at least 1 year if neither of them is married,

and who was not living separate and apart from the Member by reason of a breakdown of their relationship.

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

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

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

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

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

- (a) in respect of which the Member made Required Contributions,
- (b) during which the Member was Eligible For Disability Benefits while a Contributing Member, or
- (c) prior to age 65, during which the Member received Disability Income from a Group Insurance Policy.

except that:

- (d) any period during which a Member was Partially Disabled and was not receiving Employment Earnings, shall be included as Credited Service by multiplying the period of Eligibility Service by the Member's Wage Loss Percentage,
- (e) if a Member who was Eligible For Disability Benefits was employed in a seasonal or temporary position or regularly worked less than the standard number of hours per week applicable to the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced, the Eligibility Service used in clause (b) shall be multiplied by the fraction obtained by dividing:
 - (i) the Member's Eligibility Service during the 2 Taxation Years immediately prior to the Taxation Year that includes the Date Disability Commenced, by
 - (ii) two, and
- (f) on and after September 1, 2013, a period during which the Member was Eligible For Disability Benefits or received Disability Income from a Group Insurance Policy shall not be included as Credited Service if such period occurs after the latest of:
 - (i) the last day of the pay period in which the Member attains age 60,
 - (ii) the last day of the pay period in which the Member has completed a number of years of Eligibility Service that when added to his or her age totals at least 80, and

- (iii) the date on which the Member has been Eligible for Disability Benefits or received Disability Income from a Group Insurance Policy for an aggregate of 2 years.

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

"Defined Benefit Limit" for a calendar year means the defined benefit limit for the year as specified in Section 8500 of the Regulations under the *Income Tax Act* (Canada).

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

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

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

"Disability Income from a Group Insurance Policy" means any weekly disability, salary continuance, or instalment disability income provided under such a policy issued to an Employer.

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

"Eligibility Service" means the aggregate of each period that is:

- (a) a period during which an Employee had continuous employment with an Employer; Eligibility Service commences on the date the Employee last became so employed and ceases on his or her retirement, or earlier death or termination of employment with an Employer;
- (b) a period of employment by:
 - (i) an Area Municipality,
 - (ii) a municipality that 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;

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if such period of employment would have constituted a period of continuous employment had such period of employment been employment by an Employer;

- (c) a period during which the Employee was Eligible for Disability Benefits;
- (d) a period of absence from work in respect of which the Employee received:
 - (i) all or a portion of his or her Employment Earnings,
 - (ii) disability benefits from the Pension Plan, the Winnipeg Civic Employees' Long Term Disability Plan or a Prior Plan, or
 - (iii) Disability Income from a Group Insurance Policy;
- (e) any portion of the 26 week eligibility period needed to be Eligible For Disability Benefits during which the Employee did not receive Employment Earnings;
- (f) a period of maternity or parental leave that an Employer recognizes as satisfactory work performed; or
- (g) any other period of absence from work, other than due to lay-off, in respect of which the Employee made Required Contributions.

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

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

- (h) the period of absence that otherwise would be counted as Eligibility Service;

multiplied by the proportion that:

- (i) the Employee's Eligibility Service during the two Taxation Years prior to the year in which the period of absence commenced,

is of

- (j) two years.

An Employee who works 96% or more of the standard number of hours applicable to the Position Regularly Occupied by the Employee in a Taxation Year shall be considered to have provided one year of Eligibility 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 Eligibility Service will be considered to have been provided by the Employee. The proportion of a year's Eligibility Service provided shall be the proportion that:

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

is of

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

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

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

"Eligible Period of Temporary Absence" means a period throughout which a Member does not render services to an Employer by reason of leave of absence, or any other circumstances acceptable to the Minister of National Revenue and approved by the Employer 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 that began at least one year prior to the date the Member retired, or the date the Member ceased to be an Employee, whichever occurred first, and continued until the Member's death. If the person became a Spouse less than one year prior to the date on which the Member retired or the date the Member ceased to be an Employee, whichever occurred first, the person will be deemed to be an Eligible Spouse if evidence of the Member's good health is submitted to and found satisfactory by the Board.

"Employee" means a person employed by an Employer.

"Employer" means:

- (a) the City (including any unincorporated board or commission that forms part of the City), or
- (b) another employer that is participating in the Program in accordance with a participation agreement, or
- (c) the Board.

"Employment Earnings" means the remuneration, as is determined to be acceptable for the purposes of the Program by the Board, excluding any overtime pay, paid to an Employee by an Employer. Employment Earnings shall include Salary Continuance and Periodic Payments from Workers' Compensation while Disabled.

"Highest Average Indexed Earnings" means the amount obtained by dividing the Indexed Earnings of a Member in the 3 Taxation Years in which the Member's Indexed Earnings were the highest by the Eligibility Service completed by the Member in those Taxation Years. If the Member ceased to be an Employee during a Taxation Year, and such Taxation Year is one of the 3 Taxation Years in which the Member's Yearly Earnings were the highest, a proportion of the Earnings and a corresponding proportion of the Eligibility Service completed during the fourth Taxation Year in which the Member's Indexed Earnings were the highest shall be used. Such proportion, plus the proportion of the Taxation Year in which the Member ceased to be an Employee that is prior to the date on which the Member

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ceased to be an Employee, shall be equal to one. If a Member did not have Eligibility Service in at least 3 Taxation Years, the Member's Highest Average Earnings is the amount obtained by dividing the Member's Indexed Earnings by the Eligibility Service the Member completed.

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

"**Main Account**" means the Main Account established and maintained in accordance with Article 7 of the Trust Agreement.

"**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 Pension Plan while he or she was an Eligible Employee, or
- (b) a former Employee who is entitled to a pension or a deferred pension from the Pension Plan.

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

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

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

"**Pension Benefits Act**" means the *Pension Benefits Act*, C.C.S.M. c. P32 and the regulations made thereunder, both as amended from time to time.

"**Pension Fund**" means The Winnipeg Civic Employees' Pension Fund constituted under the Trust Agreement.

"**Pension Plan**" means The Winnipeg Civic Employees' Pension Plan constituted in accordance with the Trust Agreement, the terms and conditions of which are set forth in this Part A.

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

"**Plan Members' Account**" means the Plan Members' Account established and maintained in accordance with Article 7 of the Trust Agreement.

"**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 an Employer. If the Position Regularly Occupied by the Member becomes redundant,

for the purpose of determining benefits under the Pension Plan, the Board shall designate the position to be used.

If the Member was occupying a higher-rated position for more than one-half of:

- (a) the immediately preceding 13 pay periods, if the Member was employed in a permanent position or in a temporary position working on a full-time basis and not employed under the terms of a job share agreement, or
- (b) the pay periods in which the member was working during the immediately preceding 26 pay periods, if the Member was not employed in a permanent position and was working on a seasonal, casual or part-time basis or was employed under the terms of a job share agreement,

the Position Regularly Occupied shall be deemed to be the higher-rated position.

"Prior Plan" means:

- (a) a pension or retirement plan that was established for employees of an Area Municipality or the Metropolitan Planning Commission,
- (b) the pension plan for employees of the City established by By-law No. 1125/75 of the City of Winnipeg, or
- (c) the pension plan for employees of the City established by By-law No. 5300/89 of the City of Winnipeg.

"Program" means The Winnipeg Civic Employees' Benefits Program consisting of The Winnipeg Civic Employees' Pension Plan, The Winnipeg Civic Employees' Long Term Disability Plan and The Winnipeg Civic Employees' Early Retirement Benefits Arrangement.

"Reciprocating Employer" means a Reciprocating Employer as defined in Schedule "A" of By-law No. 5300/89 of the City of Winnipeg.

"Registered Plan" means a registered retirement savings plan, registered retirement income fund, insurance contract, life annuity contract or pension plan under which the trustee, issuer or administrator, as applicable, agrees to administer any amounts transferred to the plan, fund or contract, as applicable, in the manner prescribed by the Pension Benefits Act. For greater certainty, a Registered Plan includes a life income fund or a locked-in retirement account, both as defined under the Pension Benefits Act.

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

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

"Spouse" means the person who is married to the Member and who is not living separate and apart from the Member by reason of a breakdown of their relationship.

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

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

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

"**Trust Agreement**" or "**Pension Trust Agreement**" means the Pension Trust Agreement entered into as of January 1, 2003 among the City of Winnipeg, the unions representing Members and the initial members of the Board as amended or restated from time to time in accordance with its terms.

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

"**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 V122515, for the months for which interest is payable, using the most recently published rate for any month for which the rate has not yet been published, and
- (b) in respect of all other types of contributions, accumulated at a rate of interest for each calendar year equal to the net rate of return that can reasonably be attributed to the operation of the part of the Pension Fund holding those contributions for the most recently completed period for which interest is to be applied, as determined by the Board,

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 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.

"**Yearly Earnings**" means the Earnings received by a Member for the pay periods that are completed in a Taxation Year divided by the Eligibility 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

Prior Plan Members

- (1) Each member of a Prior Plan on December 31, 2002 is eligible to join the Pension Plan on January 1, 2003 unless he or she is ineligible because of subsection (3).

New Employees

- (2) Each Employee who was not a member of a Prior Plan on December 31, 2002 becomes eligible to join the Pension Plan on the date of his or her employment by an Employer, or January 1, 2003 if later, unless he or she is ineligible because of subsection (3).

Police Officers Not Eligible

- (3) Notwithstanding subsection (1) and (2), an Employee shall not become eligible to join the Pension Plan while he or she is a police officer or is accruing benefits under the Winnipeg Police Pension Plan.

SECTION 3 - MEMBERSHIP IN THE PLAN

Prior Plan Members

- (1) (a) Each member of a Prior Plan on December 31, 2002 who becomes eligible in accordance with subsection (1) of Section 2 shall become a Member of the Pension Plan effective January 1, 2003.
- (b) Each member of a Prior Plan who died on or before December 31, 2002 and whose Spouse, Common-law Partner or Dependent Child was receiving a pension from the Prior Plan as at December 31, 2002 shall be deemed to have been a Member of the Pension Plan.

New Employees - Compulsory Membership

- (2) Each Employee who was not a member of a Prior Plan on December 31, 2002 shall, as a condition of employment, become a Member of the Pension Plan on fulfilment of the eligibility requirements of subsection (2) of Section 2, except that:
 - (a) an Employee who was hired before September 28, 1975 is not required to become a Member,
 - (b) an Employee who regularly works less than the standard number of hours per week applicable to the Position Regularly Occupied by the Employee and who was hired before January 1, 1984 is not required to become a Member,
 - (c) an Employee who regularly works less than the standard number of hours per week applicable to the Position Regularly Occupied by the Employee and who was hired on or after January 1, 1984 is not required to become a Member until he or she has earned at least 25% of the maximum pensionable earnings under the Canada Pension Plan during each of two consecutive Taxation Years, and
 - (d) an Employee who is a student on a substantially full-time basis is not required to become a Member.

New Employees - Optional Membership

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

SECTION 4 - CONTRIBUTIONS

Employee Required Contributions

- (1) (a) Subject to subsection (7), each Contributing Member shall contribute, by payroll deduction in each pay period while a Member of the Pension Plan:
- (i) effective from the first pay period following September 1, 2011:
 - (A) 8.05% of that portion of his or her Employment Earnings for the 2011 Taxation Year that are Canada Pension Plan Earnings, plus
 - (B) 10.0% of any portion of his or her Employment Earnings for the 2011 Taxation Year that are in excess of Canada Pension Plan Earnings;
 - (ii) for the 2012 Taxation Year:
 - (A) 8.55% of that portion of his or her Employment Earnings for that Taxation Year that are Canada Pension Plan Earnings, plus
 - (B) 10.6% of any portion of his or her Employment Earnings for that Taxation Year that are in excess of Canada Pension Plan Earnings;
 - (iii) for the 2013 Taxation Year:
 - (A) 9.0% of that portion of his or her Employment Earnings for that Taxation Year that are Canada Pension Plan Earnings, plus
 - (B) 11.2% of any portion of his or her Employment Earnings for that Taxation Year that are in excess of Canada Pension Plan Earnings; and
 - (iv) for the 2014 and subsequent Taxation Years:
 - (A) 9.5% of that portion of his or her Employment Earnings for the applicable Taxation Year that are Canada Pension Plan Earnings, plus
 - (B) 11.8% of any portion of his or her Employment Earnings for the applicable Taxation Year that are in excess of Canada Pension Plan Earnings.
- However, no further employee contributions shall be deducted from the Member's Employment Earnings in a Taxation Year when the Member's Employment Earnings for the Taxation Year exceed the amount determined by the Board to correspond to the Defined Benefit Limit for the year.
- (b) Subject to the requirements of the Trust Agreement, an amount in the Plan Members' Account may be used to reduce the contributions required under clause (a).

Leave of Absence

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

Employer Contributions

- (3) (a) Subject to clauses (b) and (c), each Employer shall contribute each pay period an amount equal to the Required Contributions under subsection (1) and clause (2)(a), determined as if there was no reduction in contributions in accordance with clause (1)(b), made by those Members who are employed by that Employer, less that Employer's contributions required in accordance with clause 2(1)(a) of Part B and subsection 2(1) of Part C.
- (b) The City may use any amount in the City Account to reduce the contributions required under clause (a).
- (c) Subject to the requirements of the Trust Agreement:
 - (i) no contribution shall be made by an Employer that is not an "eligible contribution" for the purpose of Section 147.2 of the *Income Tax Act* (Canada); and
 - (ii) a contribution made by an Employer may be returned to the Employer to whatever extent necessary to avoid revocation of the registration of the Pension Plan as a registered pension plan under the *Income Tax Act* (Canada).

Employee Additional Contributions

- (4) A Contributing Member may make Additional Contributions to the Pension Plan in any Taxation Year up to the maximum amount allowed as a deduction in computing his or her taxable income under the *Income Tax Act* (Canada) for that Taxation Year in respect of his or her employment during 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.

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

Contributions for Past Service

- (5) (a) A Contributing Member may elect within 90 days 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) an Employer,
 - (ii) an Area Municipality,
 - (iii) a municipality that became part of an 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 Eligibility Service and Credited Service.
- (c) The contribution determined in accordance with this subsection shall be paid by the Member within the 30 days before his or her date of retirement.
- (d) On payment of a contribution in accordance with this subsection, the period in respect of which the contribution is made shall be added to the Member's Eligibility Service and Credited Service.

Restriction on Withdrawal of Contributions

- (6) A Member may not withdraw his or her contributions from the Pension 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).

Maximum Employee Contributions

- (7) Notwithstanding the foregoing, the aggregate amount of contributions that a Member may make to the Pension 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).

SECTION 5 - PENSION FUND

Payments Into the Fund

- (1) (a) All contributions deducted from Earnings and the contributions that each Employer makes as a result of such deductions will be paid into the Pension Fund by each Employer 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 Pension Plan or Trust Agreement, 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 Pension Plan, or to pay expenses relating to the administration of the Pension Plan or Pension Fund.

Accounts Within the Pension Fund

- (3) (a) The Pension Fund shall consist of three accounts, namely the Main Account, the Plan Members' Account and the City Account.
- (b) All contributions in respect of the Pension Plan shall be credited, and all benefits and administrative expenses in respect of the Pension Plan shall be charged, to the Main Account.

Investments

- (4) The Pension Fund shall be invested by the Board in accordance with the provisions of the Trust Agreement and as permitted under the Pension Benefits Act and the *Income Tax Act* (Canada).

SECTION 6 - RETIREMENT

Normal Retirement Date

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

Alternative Retirement Date

- (2) A Contributing Member may elect to retire from employment with an Employer on the last day of any pay period in which the Member:
 - (a) is age 60 or older, or
 - (b) is age 55 or older and has completed a number of years of Eligibility Service that when added to his or her age totals at least 80.

Early Retirement Date

- (3) A Contributing Member who is not eligible to retire in accordance with subsections (1) or (2) may elect to retire from employment with an Employer on the last day of any pay period in which the Member:
 - (a) is age 55 or older,
 - (b) is age 50 or older and has completed a number of years of Eligibility Service that when added to his or her age totals at least 80, or
 - (c) if his or her Eligibility Service commenced before September 1, 2011, has completed at least 30 years of Eligibility Service.

Notice of Retirement

- (4) Each Member electing to retire in accordance with subsections (1), (2) or (3) shall give the Board at least 30 days' notice of his or her intention to retire.

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 71 shall be deemed to have retired on that day and any reference to a retired Member shall include a Member who is deemed to have retired.

SECTION 7 - RETIREMENT PENSION

Lifetime Pension

- (1) Each Member who retires in accordance with Section 6 shall receive an annual pension for life that, each year, shall be equal to the aggregate of:
- (a) for each year of Credited Service prior to January 1, 1966, 2% of his or her Best 5-Year Average Earnings;
 - (b) for each year of Credited Service on and after January 1, 1966:
 - (i) 1.5% of his or her Best 5-Year Average Canada Pension Plan Earnings, plus
 - (ii) 2% of his or her Best 5-Year Average Non-Canada Pension Plan Earnings;multiplied by
 - (iii) in respect of Credited Service before January 1, 1992, 100%,
 - (iv) in respect of Credited Service on and after January 1, 1992 and prior to September 1, 2011, the ITA percentage determined under subsection (7), and
 - (v) in respect of Credited Service on and after September 1, 2011:
 - (A) if the Member is retiring in accordance with subsection (1), (2) or (5) of Section 6, 100%, or
 - (B) if the Member is retiring in accordance with subsection (3) of Section 6, the early retirement percentage determined under subsection (8).

Pension Before Age 65

- (2) Notwithstanding subsection (1), the annual 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 in or prior to that pay period in accordance with subsections (2) or (3) of Section 6 shall be:
- (a) 2% of the Member's Best 5-Year Average Earnings for each year of Credited Service, multiplied by
 - (b) in respect of Credited Service before September 1, 2011, 100%, and
 - (c) in respect of Credited Service on and after September 1, 2011:
 - (i) if the Member is retiring in accordance with subsection (2) of Section 6, 100%, or
 - (ii) if the Member is retiring in accordance with subsection (3) of Section 6, the early retirement percentage determined under subsection (8),

provided that the excess of this pension over the pension determined under subsection (1) 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).

Maximum Lifetime Pension

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

Maximum Pension Before Age 65

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

- (c) 25% of the average of the YMPEs for the year in which pension payments commence and the two immediately preceding years multiplied by $1/35^{\text{th}}$ 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 breakdown or to a Common-law Partner or former Common-law Partner on breakdown of a common-law relationship.

Excess Employee Contributions

- (5) (a) If, when a Member becomes entitled to a pension or deferred 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:
 - (i) refunded to the Member in a lump sum,
 - (ii) subject to restrictions under the *Income Tax Act* (Canada), used to increase the Member's pension or deferred pension; the amount of this increase in pension or deferred pension shall be Actuarially Calculated, or
 - (iii) to the extent permitted under the *Income Tax Act* (Canada), transferred to a registered retirement savings plan or registered retirement income fund, both as defined in the *Income Tax Act* (Canada).
- (b) For the purpose of clause (a):
 - (i) the Member's Required Contributions shall exclude any contributions made in accordance with clause (2)(b) or subsection (5) of Section 4, and
 - (ii) the pension benefit shall exclude any pension benefit purchased by such contributions.

Pension for Additional Contributions

- (6) Each Member who retires in accordance with Section 6 shall also receive for life, the annual pension that 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.

ITA Percentage

- (7) The ITA percentage referred to in subclause (1)(b)(iv) and clause (3)(b) shall be 100% minus 0.25% for each complete month, if any, by which the Member's retirement date precedes the earliest of the date on which:

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

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

Early Retirement Percentage

- (8) The early retirement percentage referred to in subclauses (1)(b)(v) and (2)(c)(ii) shall be 100% minus 4% for each year (pro-rated for partial years), if any, by which the Member's retirement date precedes the earliest date on which he or she otherwise would have been eligible to retire in accordance with subsection (2) of Section 6, based on the Member's years of Eligibility Service at the date of his or her retirement.

Payment of Pensions

- (9) Each pension shall be paid in bi-weekly instalments with the first instalment due on the last day of the pay period following the pay period in which the Member retires or is otherwise entitled to a pension. The last instalment is due on the last day of the pay period in which the Member dies. A corresponding procedure is followed when the pension is being paid to an Eligible Spouse, Common-law Partner or Dependent Child.

Amount of Bi-Weekly Instalments

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

Small Pensions

- (11) If, when a Member retires, dies or terminates employment with an Employer (whichever occurs first) on or after May 31, 2010, the annual pension that would be payable at the Member's normal retirement date is not more than 4% of the YMPE for the year in which the Member retired, died, or terminated employment with the Employer, or if the Commuted Value of the Member's pension is less than 20% of the YMPE for the year in which the Member retired, died or terminated employment with the Employer, the Member, or if the Member has died the Member's Spouse, Common-law Partner, Dependent Child, 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 Pension Plan.

Postponed Retirement

- (12) A Member who postpones his or her retirement beyond the normal retirement date defined in subsection (1) of Section 6 shall be entitled to receive a pension that is no less than the greater of:
- (a) the pension otherwise determined hereunder, taking into account the additional benefits accrued after the Member reached the normal retirement date; and
 - (b) the pension Actuarially Calculated and equivalent in value, as at the date the Member ceases employment with an Employer or is deemed to have retired in accordance with subsection (5) of Section 6, if earlier, to the pension that would have been payable if the Member had retired at the normal retirement date.

SECTION 8 - COST-OF-LIVING ADJUSTMENTS

Eligibility for Adjustments

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

Amount of Adjustments

- (2) (a) Subject to subsection (3), the adjustment to a pension in accordance with this Section shall be calculated as a percentage of the pension in respect of the Member equal to 80% of the percentage change in the Consumer Price Index for Canada during the 12-month period that ended on the March 31 immediately preceding the date of the adjustment.
- (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 one year, the adjustment shall be pro-rated based on the proportion of the year from the date on which the pension commenced.
- (ii) For the purpose of this clause, the period during which pension payments were made to a Member shall be taken into account in determining the adjustment to any pension payable after the Member's death to the Member's Spouse, Common-law Partner or Dependent Child.
- (iii) For the purpose of this clause, the payments of a Member's pension that ceased in accordance with Section 14 shall not be taken into account in determining the adjustment to any subsequent pension payable to or in respect of that Member.
- (c) No adjustment shall be made to a pension payable in respect of:
- (i) the Member's Additional Contributions, if any,
- (ii) the Member's excess contributions in accordance with subsection (5) of Section 7 or subsections (2) or (6) of Section 12, or
- (iii) Old Age Security Integration in accordance with subsection (2) of Section 10.
- (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 that would have been provided under the Pension Plan had no adjustments been made in accordance with this Section or the corresponding section of a Prior Plan.
- (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 that ceased shall cease in that pay period.

Variation in Percentage Adjustments

- (3) If cost-of-living adjustments are required to be reduced in accordance with Section 8.2 of the Trust Agreement or increased in accordance with Section 8.4 of the Trust Agreement, the percentage of

the percentage change in the Consumer Price Index for Canada specified in subsection (2) shall be deemed to be amended as required by these subsections of the Trust Agreement.

SECTION 9 - NORMAL FORM OF PENSION

Members with Eligible Spouse or Common-law Partner

- (1) (a) The normal form of pension of a Member who has an Eligible Spouse or Common-law Partner on his or her retirement date is a pension payable to the Member for the lifetime of the Member calculated in accordance with clause (b) hereof and, after the Member's death, a pension to the Eligible Spouse or Common-law Partner for the Eligible 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) The amount of the Member's pension calculated in accordance with subsections (1) and (2) of Section 7 shall be reduced as follows:
 - (i) in respect of the portion, if any, of the pension for Credited Service prior to September 1, 2011, by 2%, and
 - (ii) in respect of the portion of the pension for Credited Service on and after September 1, 2011, by 6% plus 0.5% for each year (pro-rated for partial years) that the Member's age exceeds the age of the Eligible Spouse or Common-law Partner or minus 0.5% for each year (to a maximum of twelve years and pro-rated for partial years) that the age of the Eligible Spouse or Common-law Partner exceeds the Member's age.
- (c) If the Member is survived by an Eligible Spouse or Common-law Partner and by:
 - (i) two Dependent Children, a pension of 3 1/3% of the portion, if any, of the Member's lifetime pension for Credited Service prior to September 1, 2011 shall be payable in respect of the Dependent Children, or
 - (ii) three or more Dependent Children, a pension of 8 1/3% of the portion, if any, of the Member's lifetime pension for Credited Service prior to September 1, 2011 shall be payable in respect of the Dependent Children.
- (d) If the Member and Eligible Spouse or Common-law Partner both die and are survived by one or more Dependent Children, a pension of 50% of the portion, if any, of the Member's lifetime pension for Credited Service prior to September 1, 2011 shall be payable in respect of the Dependent Children.
- (e) Any pension payable in respect of a Dependent Child shall be paid to the legal guardian of that Dependent Child, or to the Dependent Child if no guardian is required by law.
- (f) If there is more than one Dependent Child, an equal share of the pension shall be paid in respect of each Child.
- (g) The portion of the pension payments made in respect of a Dependent Child shall cease when the Child ceases to be a Dependent Child and subsequent pension payments shall be re-distributed to the remaining Dependent Children, if any.

Members with Spouse

- (2) The normal form of pension of a Member who has a Spouse who is not an Eligible Spouse on his or her retirement date is a pension payable in the form described in subsection (1), except that the amount of the Member's pension shall be Actuarially Calculated and equivalent in value to the normal form of pension described in subsection (4).

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

- (3) The normal form of pension of a Member who does not have a Spouse or Common-law Partner and has one or more Dependent Children on his or her retirement date is a pension payable to the Member for the lifetime of the Member and, after the Member's death, a pension of 50% of the portion, if any, of the Member's lifetime pension for Credited Service prior to September 1, 2011 shall be payable in respect of the Dependent Children and shall be payable in accordance with the terms and conditions of clauses (e), (f) and (g) of subsection (1).

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

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

Lump Sum Refund When Pension Payments Cease

- (5) If pension payments cease before the total of the payments made to the Member and his or her Spouse, Common-law Partner and Dependent Children under the terms of Part A or C is at least equal to the aggregate of:

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

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

Waiver

- (6) A Spouse or Common-law Partner may waive payment under the normal form described under subsections (1) or (2) by executing a written waiver in the form prescribed under the Pension Benefits Act after being given the information required by and in accordance with the Pension Benefits Act. To be effective, such a waiver must be filed with the Board prior to the date the Member's pension commences and must be signed by the Spouse or Common-law Partner in the presence of a witness and outside the presence of the Member within sixty days before the commencement of the pension of the Member. A Spouse or Common-law Partner who has provided a waiver may revoke that waiver at any time before the Member's pension commences by filing a written revocation with the Board. If a waiver is filed with the Board in accordance with this provision and not revoked before the Member's pension commences, the Member shall be considered not to have a Spouse or Common-law Partner on the date the Member's pension commences.

SECTION 10 - OPTIONAL FORMS OF PENSION

50% Surviving Spouse's or Common-law Partner's Pension

- (1) (a) Before the date of pension commencement, a Member who has a Spouse or Common-law Partner may elect, jointly with the Spouse or Common-law Partner and subject to a waiver being executed by the Spouse or Common-law Partner in accordance with all of the requirements of subsection (6) of Section 9 and filed with the Board in accordance with the requirements of subsection (6) of Section 9, to receive in lieu of the normal form of pension a pension for the lifetime of the Member and, after the Member's death, a pension to the Spouse or Common-law Partner for the Spouse's or Common-law Partner's remaining lifetime of 50% of the lifetime pension to which the Member would have been entitled had the Member continued to live. Such pension shall be:
- (i) in the case of a Member with an Eligible Spouse or Common-law Partner, calculated in accordance with Section 7 and be:
 - (A) in respect of the portion, if any, of the pension for Credited Service prior to September 1, 2011, unreduced, and
 - (B) in respect of the portion of the pension for Credited Service on and after September 1, 2011, reduced by 4% plus 0.5% for each year (pro-rated for partial years) that the Member's age exceeds the age of the Eligible Spouse or Common-law Partner or minus 0.5% for each year (to a maximum of eight years and pro-rated for partial years) that the age of the Eligible Spouse or Common-law Partner exceeds the Member's age; or
 - (ii) in the case of a Member with a Spouse who is not an Eligible Spouse, Actuarially Calculated and equivalent in value to the normal form of pension under subsection (4) of Section 9.
- (b) If the Member is survived by an Eligible Spouse or Common-law Partner and by one or more Dependent Children and an election was made in accordance with clause (a), a pension of:
- (i) 10% while there is one Dependent Child,
 - (ii) 20% while there are two Dependent Children, or
 - (iii) 25% while there are three or more Dependent Children,
- of the portion, if any, of the Member's lifetime pension for Credited Service prior to September 1, 2011 shall be payable in respect of the Dependent Children.
- (c) If the Member is survived by one or more Dependent Children but not by the Eligible Spouse or Common-law Partner and an election was made in accordance with clause (a), a pension of 50% of the portion, if any, of the lifetime pension to which the Member would have been entitled for Credited Service prior to September 1, 2011 had the Member continued to live shall be payable in respect of the Dependent Children.

- (d) Any pension in respect of Dependent Children shall be payable in accordance with the terms and conditions of clauses (1)(e), (f) and (g) of Section 9.

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

- (2) (a) If a Member is retiring in accordance with Section 6 prior to age 65, the Member may, prior to the commencement of the pension, elect to have his or her pension integrated with the Old Age Security pension expected to be received by the Member. In the case of a Member with a Spouse or Common-law Partner, such election shall be made jointly with the Spouse or Common-law Partner. The effect of such integration shall be to provide the Member with an increased pension from the Pension Plan up to and including the last pay period that begins in the month 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 of the reduction in pension payable thereafter.
- (b) Any pension payable in respect of a Spouse, Common-law Partner or Dependent Child shall be determined as if the Member had not elected to integrate his or her pension.
- (c) The integration option shall be available to the Spouse or Common-law Partner of a Member and the conditions specified in clause (a) shall apply.

Other Forms of Pension

- (3) (a) In lieu of the normal form of pension, a Member who:
- (i) does not have a Spouse or Common-law Partner, or
 - (ii) has elected jointly with his or her Spouse or Common-law Partner and subject to a waiver being executed by the Spouse or Common-law Partner in accordance with all of the requirements of subsection (6) of Section 9 and filed with the Board in accordance with the requirements of subsection (6) of Section 9,
- may elect prior to the date the Member's pension commences another form of lifetime pension from the list outlined in subclauses (e)(i), (ii) and (iii) and that is acceptable to the Board and conforms to the requirements of the *Income Tax Act* (Canada) and any regulations and administrative rules thereunder.
- (b) An optional form of pension elected in accordance with clause (a) shall be Actuarially Calculated and equivalent in value to the pension and other benefits that would otherwise have contingently been payable, determined as if the Member did not have an Eligible Spouse, Common-law Partner or Dependent Children.
- (c) In lieu of the normal form of pension, a Member who has a Spouse or Common-law Partner may elect prior to the date the Member's pension commences the form of lifetime pension outlined in subclause (e)(iv).
- (d) An optional form of pension elected in accordance with clause (c) shall be Actuarially Calculated and equivalent in value to the pension payable in the normal form of pension.

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

(i) Life and Guaranteed 5 Years

Bi-weekly payments will be made for the lifetime of the Member but if death occurs before the Member has received 5 years of bi-weekly payments, the balance of the 5 years of bi-weekly payments in respect of the lifetime pension to which the Member would have been entitled had the Member continued to live will be made to the Member's beneficiary.

(ii) Life and Guaranteed 10 Years

Bi-weekly payments will be made for the lifetime of the Member but if death occurs before the Member has received 10 years of bi-weekly payments, the balance of the 10 years of bi-weekly payments in respect of the lifetime pension to which the Member would have been entitled had the Member continued to live will be made to the Member's beneficiary.

(iii) Life and Guaranteed 15 Years

Bi-weekly payments will be made for the lifetime of the Member but if death occurs before the Member has received 15 years of bi-weekly payments, the balance of the 15 years of bi-weekly payments in respect of the lifetime pension to which the Member would have been entitled had the Member continued to live will be made to the Member's beneficiary.

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

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

Election Irrevocable

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

SECTION 11 - DISABILITY BENEFITS

Eligibility for Disability Benefits

- (1) This Section applies to a Member for whom the Date Disability Commenced was prior to January 1, 1992 and who was receiving disability benefits in accordance with Section 11 of Schedule "A" of By-law No. 5300/89 of the City of Winnipeg on December 31, 2002.

Medical Evidence

- (2) (a) The Board may, from time to time, ask a Member who is receiving disability benefits to submit information, including medical information that, at the Board's option, shall be obtained from a Medical Doctor appointed by the Board, to enable it to determine the extent of disability.
- (b) Where considered appropriate by the Board for the severity of the condition, the Member's treatment shall be prescribed by and, if appropriate, performed or supervised by a certified specialist for the condition involved.

Initial Amount of Disability Benefits

- (3) The amount of the disability benefits shall be calculated according to the following formula:

$$P \times L$$

where

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

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

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

by

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

as determined by the Board.

Minimum Disability Benefits

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

- (i) 66 2/3% of the Member's Average Bi-Weekly Earnings multiplied by the Member's Wage Loss Percentage determined in accordance with subsections (3) and (6),

exceeds
- (ii) the other income, if any, to which the Member is entitled.
- (b) For the purpose of clause (a), "other income" is income that the Member is receiving, or is deemed by the Board to be eligible to receive, from:
 - (i) the Canada Pension Plan, excluding dependent benefits,
 - (ii) Workers' Compensation,
 - (iii) any group insurance policy issued to an Employer, and
 - (iv) the Manitoba Public Insurance Corporation Personal Injury Protection Plan or other motor vehicle automobile insurance plan or policy.

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

Maximum Disability Benefits

- (5) (a) The bi-weekly amount of a Member's disability benefits, excluding the pension provided by the Accumulated Value of the Member's Additional Contributions, if any, shall not be greater than the amount by which:
 - (i) 85% of the Member's Average Bi-Weekly Earnings multiplied by the Member's Wage Loss Percentage determined in accordance with subsections (3) and (6)

exceeds
 - (ii) the other income, if any, to which the Member is entitled.
- (b) For the purpose of clause (a), "other income" is as defined in clause (4)(b) together with any income that the Member is receiving as a result of sick leave.

Changes in Wage Loss Percentage

- (6) (a) The Member's disability benefits calculated in accordance with subsections (3), (4) or (5) shall be re-calculated using a redetermined Wage Loss Percentage as determined in accordance with clause (b) whenever there is a change in:
 - (i) the Member's Employment Earnings,
 - (ii) the rate of remuneration and/or profit that the Member is earning, or

- (iii) the rate of remuneration and/or profit that the Board, in its sole discretion, considers a Member who has been Disabled for at least 30 months is capable of earning.
- (b) In the event of a change in accordance with clause (a), the Member's redetermined Wage Loss Percentage shall be calculated using the following formula:

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

where

- L is the Member's redetermined Wage Loss Percentage.
- A is the bi-weekly earnings rate, as at the date of the redetermination, applicable to the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced.
- B is the Member's bi-weekly rate of Employment Earnings as at the date of the redetermination.
- C is the bi-weekly rate of remuneration and/or profit that the Board considers the Member is capable of earning as at the date of the redetermination.
- (c) The Wage Loss Percentage for a Member who has been disabled for at least 30 months shall not exceed the degree of disability established for the Member by the Board at its sole discretion, on the basis of the Board's assessment of the Member's ability to perform the duties of any gainful occupation, taking into consideration the Member's education, training and experience and any evidence submitted by one or more Medical Doctor(s) appointed by the Board.
- (d) If the Member disagrees with a decision made by the Board in accordance with this subsection, the Member may submit an appeal and the Board shall reconsider its decision. Prior to such reconsideration, the Member shall be given an opportunity to present any additional information that the Member considers to be important in the disposition of the appeal. The decision of the Board shall be final and conclusive.

Adjustments in Amount of Disability Benefits

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

$$P \times L$$

where

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

Canada Pension Plan Earnings up to the end of the immediately preceding Taxation Year.

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

where

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

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

Duration of Disability Benefits Payments

- (8) (a) If the Member has completed at least 5 years of Credited Service prior to the date on which his or her first disability benefit payment is due, the disability benefits are payable for as long as the Member is Totally or Partially Disabled and under the regular and personal care of a Medical Doctor.
- (b) If the Member has completed more than 1 year of Credited Service but less than 5 years of Credited Service prior to the date on which his or her first disability benefit payment is due, the disability benefit is payable for the lesser of:
- (i) the period during which the Member is Totally or Partially Disabled and under the regular and personal care of a Medical Doctor, and
 - (ii) 5 years.
- (c) If the Member has completed less than 1 year of Credited Service prior to the date on which his or her first disability benefit payment is due, the disability benefits are payable for the lesser of:
- (i) the period during which the Member is Totally or Partially Disabled and under the regular and personal care of a Medical Doctor, and
 - (ii) 1 year.
- (d) For the purpose of this subsection, the Member's Credited Service shall not include any period in respect of which the Member received disability benefits from the Pension Plan or a Prior Plan, but no Employment Earnings.

Discontinuance of Disability Benefits

- (9) (a) The Board shall cause the Member's disability benefits to be discontinued if:
- (i) the Board finds the Member again able to perform the normal duties of his or her occupation,
 - (ii) the Member has been disabled for less than 30 months and refuses rehabilitative employment that, in the opinion of the Board, the Member is capable of performing, and the Member's appeal, if any, has been rejected,
 - (iii) the Member has been disabled for at least 30 months and the Board finds the Member able to become employed in an occupation for which the Member is reasonably well qualified, or reasonably could become qualified by education, training or experience,
 - (iv) the Member has failed to follow, or is not actively participating in, a prescribed or recommended treatment, therapy, procedure, or program prescribed or recommended by a Medical Doctor or to provide the Board with such information or reports as the Board deems appropriate within the time limits set by the Board, all as determined by the Board,
 - (v) the Member refuses a reasonable accommodation offered by an Employer that, as determined by the Board, the terms of which the Member is capable of fulfilling,
 - (vi) the Member refuses or cannot provide the Board with satisfactory evidence of his or her continuing disability,
 - (vii) the Member is incarcerated for a period of time in a prison or similar place of confinement,
 - (viii) the Member is no longer resident in Manitoba within a reasonable distance of available rehabilitative employment with an Employer or another employer approved by the Board, unless the Board approves otherwise,
 - (ix) the Member dies, or
 - (x) the Member becomes entitled to retirement or termination benefits under the Pension Plan.
- (b) If the Member's disability benefits are discontinued in accordance with clause (a) and:
- (i) the Member is employed by an Employer, the Member shall again be subject to the terms and be entitled to the benefits of the Pension Plan, or
 - (ii) the Member is not employed by an Employer, the Member shall cease to accumulate Eligibility Service as at the date his or her disability benefits ceased.

Recommencement of Disability Benefits

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

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

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

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

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

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

“chronic illness” means a disability:

- (i) for which there is no cure,

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

Attainment of Age 65

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

Administrative Procedures

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

SECTION 12 - DEATH PRIOR TO RETIREMENT

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

- (1) (a) If a Member dies while an Employee and is survived by an Eligible Spouse or Common-law Partner, then the Eligible Spouse or Common-law Partner shall receive an annual lifetime pension equal to:
- (i) 50% of the pension calculated in accordance with the formula contained in subsections (1) and (3) of Section 7 but with an ITA percentage of 100% and an early retirement percentage of 100% in respect of the Member's Earnings and Credited Service up to the date of the Member's death, plus
 - (ii) if the Member was not receiving disability benefits under Section 11 immediately prior to death, the pension, Actuarially Calculated, that can be provided by the Accumulated Value at the date of the Member's death of the Member's Additional Contributions, if any, plus
 - (iii) if the Member was receiving disability benefits under Section 11 immediately prior to death, 50% of the pension that the Member was receiving immediately prior to the Member's death as a result of the Member's Additional Contributions, if any.
- (b) If the Member to whom clause (a) applies is also survived by one or more Dependent Children, a pension of:
- (i) 20% while there is one Dependent Child,
 - (ii) 40% while there are two Dependent Children, or
 - (iii) 50% while there are three or more Dependent Children,
- of the pension calculated in accordance with subclause (a)(i) shall be payable and divided equally among the Dependent Children or their respective legal guardian(s).
- (c) If the Eligible Spouse or Common-law Partner dies while there is one or more Dependent Children, the pension shall continue to be paid on the terms and conditions specified in subsection (3).

Survivor Pension – Employees With Spouse

- (2) If a Member dies while an Employee 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 (4).

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

- (3) (a) If a Member dies while an Employee 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 (1)(a).
- (b) If there is more than one Dependent Child, an equal share of the pension shall be paid in respect of each Child.
 - (c) The portion of the pension payments made in respect of a Dependent Child shall cease when the Child ceases to be a Dependent Child and subsequent pension payments shall be re-distributed to the remaining Dependent Children, if any.

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

- (4) If a Member dies while an Employee and is not survived by a Spouse, Common-law Partner or Dependent Children, the Member's beneficiary or estate, whichever is applicable, shall receive in a lump sum equal to:
 - (a) the Commuted Value of the pension to which the Member was entitled at the time of his or her death or would have been entitled at the time of his or her death if he or she had terminated employment with an Employer immediately before that time less any amount that may become payable under Section 16 in respect of the Member's pension benefit on breakdown of his or her marriage or common-law relationship, plus
 - (b) 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, and for the purpose of this clause the Member's Required Contributions shall exclude any contributions made in accordance with clause 2(b) or subsection (5) of Section 4 and the pension benefit shall exclude any pension benefit purchased by such contributions, plus
 - (c) the Accumulated Value of the Member's Additional Contributions, if any,less
 - (d) any payments previously made to the Member under the Pension Plan.

Survivor Benefits – Deferred Pensioners

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

Minimum Survivor's Pension

- (6) (a) If a pension is payable in accordance with subsections (1) or (3) and, at the date of death of the Member:
- (i) the Commuted Value of the pension benefit to which the Member was entitled at the time of his or her death or would have been entitled at the time of his or her death if he or she had terminated employment with an Employer immediately before that time less any amount that may become payable under Section 16 in respect of the Member's pension benefit on breakdown of his or her marriage or common-law relationship,

exceeds
 - (ii) the value, Actuarially Calculated, of the benefits payable in accordance with subsections (1) or (3),

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 (1) or (3) in respect of the Member's Credited Service in 1985 and subsequent Taxation Years and any additional pension payable in accordance with clause (a) in respect of such Credited Service,

a further additional pension, Actuarially Calculated and equivalent in value to the excess, shall be payable, and for the purpose of this clause the Member's Required Contributions shall exclude any contributions made in accordance with clause 2(b) or subsection (5) of Section 4 and the benefits or pension payable shall exclude any benefits or pension payable in respect of such contributions.
- (c) If benefits are payable under subsection (1), then the additional pension payable in accordance with this subsection shall be a lifetime pension payable to the Eligible Spouse or Common-law Partner.
- (d) If benefits are payable under subsection (3), then an equal share of the additional pension payable in accordance with this subsection shall be payable to each Dependent Child, or their respective legal guardian, calculated on the basis that each share is payable until the Dependent Child attains 25 years of age. If, at the date on which the last Dependent Child ceases to be a Dependent Child, the aggregate of all benefits paid to Dependent Children is less than the sum of the amount in subclause (a)(i) and the excess, if any, under clause (b), the balance shall be paid in equal shares to each surviving Child who was a Dependent Child at the death of the Member.

Maximum Pre-Retirement Dependent Children's Pension

- (7) (a) If, at the date of the death of the Member, the pension payable to two or more Dependent Children is increased in accordance with subsection (6), the increased pension shall not exceed the greater of:
- (i) the annual amount of lifetime retirement benefits that would have accrued to the Member to age 65 had the Member survived to that age and continued employment and had the Member's rate of pay not increased, or if lower, 150% of the YMPE for the year in which the Member died, and
 - (ii) the annual amount of lifetime retirement benefits accrued to the Member to the date of the Member's death.
- (b) If the pension payable to one Dependent Child is increased in accordance with subsection (6), the increased pension shall not exceed 66 2/3% of the amount determined in clause (a).
- (c) If the sum of:
- (i) the amount determined in accordance with subclause (6)(a)(i), and
 - (ii) the excess, if any, determined in accordance with clause (6)(b)
- exceeds
- (iii) the Commuted Value of the pension determined in accordance with clause (a) or (b) of this subsection in respect of Credited Service in 1985 and subsequent years,
- the excess amount shall be payable in a lump sum to be divided equally among the Dependent Children or their respective legal guardian(s), as the case may be.

Portability

- (8) In lieu of a pension payable in accordance with subsections (1), (2), (5) or (6), 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, to the extent required by the Pension Benefits Act, except that any benefit payable in respect of the Member's excess Required Contributions determined in accordance with clause 4(b) or clause 6(b) shall, at the option of the Spouse or Common-law Partner, be paid in a lump sum or, to the extent permitted under the *Income Tax Act* (Canada), transferred to a registered retirement savings plan or registered retirement income fund, both as defined in the *Income Tax Act* (Canada).

Lump Sum Refund When Pension Payments Cease

- (9) If the pension payments to a Member's Spouse, Common-law Partner or Dependent Children, if any, cease before the total of these payments, together with any payments previously made to the Member under the Pension Plan, are at least equal to the aggregate of:
- (a) the Member's Required Contributions, With Interest, and

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

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

Waiver

(10) A Spouse or Common-law Partner may waive payment of benefits under this Section by executing a written waiver in the form prescribed under the Pension Benefits Act after being given the information required by and in accordance with the Pension Benefits Act. To be effective, such a waiver must be signed by the Spouse or Common-law Partner in the presence of a witness and outside the presence of the Member. In the event that such waiver is filed with the Board in accordance with this provision prior to payment of any benefits under this Section and has not been revoked prior to the Member's death, the Member shall be considered not to have a Spouse or Common-law Partner eligible for benefits under this Section. A Spouse or Common-law Partner who has provided a waiver may revoke that waiver at any time before the Member's death by filing a written revocation with the Board that is signed by the Member and the Spouse or Common-law Partner.

SECTION 13 - TERMINATION OF EMPLOYMENT

Entitlement to Benefits

- (1) (a) A Member shall be entitled to benefits in accordance with this Section on the earlier of:
- (i) the date on which the Member's employment with an Employer terminates for reasons other than death before the Member becomes eligible for a pension, and
 - (ii) the end of a continuous period of 24 calendar months during which contributions were not made by or on behalf of the Member, provided that the Member is not eligible for a pension, is not on an Approved Leave of Absence for Union Business, is not in an Eligible Period of Temporary Absence, is not Eligible for Disability Benefits and is not receiving Disability Income from a Group Insurance Policy, and benefits have not become payable in accordance with Section 12 in respect of the Member.
- (b) If a Member is entitled to benefits in accordance with this Section and has not otherwise ceased to be an Employee, he or she shall be deemed to have ceased to be an Employee for the purposes of the Program on the date specified in clause (a).

Deferred Pension

- (2) (a) If a Member becomes entitled to benefits in accordance with this Section, the Member is entitled to receive a deferred pension with payments commencing on the last day of any pay period following the pay period in which the Member attains age 60.
- (b) The amount of the deferred pension to which a Member is entitled in accordance with clause (a) shall be equal to the greater of:
- (i) the deferred pension determined in accordance with Section 7 except that, for the purpose of subsection (2) of Section 7, commencement of the deferred pension in accordance with clause (a) shall be deemed to be retirement in accordance with subsection (2) of Section 6, and
 - (ii) the deferred pension Actuarially Calculated so that, as at the date on which the Member ceased to be an Employee, the value of the deferred pension is equivalent in value to:
 - (A) the Member's Required Contributions, With Interest, plus
 - (B) the Accumulated Value of the Member's Additional Contributions, if any,
less
 - (C) any payments previously made to the Member under the Pension Plan.
- (c) A Member who is entitled to a deferred pension in accordance with this subsection may elect by giving the Board at least 30 days' notice to have the deferred pension commence in any pay period following the pay period in which the Member attains age 55, in which case the amount of the pension payable shall be Actuarially Calculated and equivalent in

value to the deferred pension to which the Member is entitled in accordance with clause (a).

- (d) Notwithstanding clause (c), a Member who is entitled to a deferred pension in accordance with this subsection and whose most recent date of employment with an Employer was prior to April 11, 1992, may elect by giving the Board at least 30 days' notice to have the deferred pension commence in any pay period following the pay period in which the Member attains age 55 or has completed a number of years of Eligibility Service that when added to his or her age totals at least 80, in which case the amount of the pension payable shall be:
- (i) in respect of the portion of the pension for Credited Service prior to September 1, 2011, equal to the amount determined in accordance with clause (b) in respect of this period of Credited Service, and
 - (ii) in respect of the portion of the pension for Credited Service on and after September 1, 2011, Actuarially Calculated and equivalent in value to the deferred pension payable in accordance with clause (b) in respect of this period of Credited Service.

Portability

- (3) (a) A terminating Member who is entitled to a deferred pension in accordance with subsection (2) may elect:
- (i) in lieu of the deferred 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 deferred pension to which the Member is entitled in accordance with subsection (2) to receive as a lump sum payment or as a transfer to another Registered Plan, in either case to the extent required by the Pension Benefits Act, an amount equal to the Commuted Value of this deferred 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 deferred 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 deferred pension provided in accordance with subsection (2).

Commutation of Deferred Pension

- (4) A Member to whom a deferred pension has been granted may, at any time prior to the commencement of the pension to the extent permitted by the Pension Benefits Act, elect to receive a lump sum payment or make a transfer as provided under subsection (3). 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 Pension Plan.

Cost-of-Living Adjustments

- (5) (a) Each deferred pension earned in respect of the Credited Service of a Member shall be adjusted in accordance with this subsection in the pay period that includes July 1 of each Taxation Year.
- (b) Each adjustment to a deferred pension in accordance with this subsection shall be calculated using the procedure and percentage specified in Section 8, except that the adjustment shall be pro-rated based on:
 - (i) the period since the Member ceased to be an Employee if such period is less than one year, or
 - (ii) the period up to the date payment of the deferred pension commenced if payment commenced during the year preceding the date of the adjustment.

Application for Commencement of Pension

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

SECTION 14 - RE-EMPLOYMENT

Re-Employment Before Retirement

- (1) (a) If a Member to whom a deferred pension has been granted and not subsequently cancelled, again becomes an Employee, and provided that any amount refunded to the Member in accordance with subsection (5) of Section 7 or the corresponding provision of a Prior Plan is repaid With Interest in accordance with policies adopted by the Board, the deferred 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 deferred 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.

Re-Employment After Retirement

- (2) (a) If a retired Member who is receiving a pension from the Pension Plan again becomes an Employee prior to the last day of the Taxation Year in which he or she attains age 71 and he or she:
- (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.
- (b) 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 the Pension Plan or any other registered pension plan in which an Employer participates.

Eligibility Service and Earnings

- (3) If a deferred pension is cancelled or a pension ceases in accordance with this Section, the Member's previous Eligibility 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.

SECTION 15 - RECIPROCAL ARRANGEMENTS

Reciprocal Agreements

- (1) The Board may enter into reciprocal agreements with any authority responsible for the administration of a pension plan involving employee contributions, for the purpose of preserving some or all of the benefits to which a person who transfers from or to the employment of an Employer is entitled, provided such person does not receive a refund of the contributions that 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 147.3(1) to (8) both inclusive of the *Income Tax Act* (Canada).

Reciprocating Employers

- (2) (a) This subsection shall apply where a person did not elect to retire, transfer the Commuted Value of his or her pension benefits, or receive a lump-sum refund:
- (i) from the Pension Plan, if the person ceased to be an Employee and became employed with a Reciprocating Employer after December 20, 1975 and before January 1, 1996, or
 - (ii) from the pension plan operating in respect of employees of the Reciprocating Employer, if the person ceased to be employed with the Reciprocating Employer and became an Employee after December 20, 1975 and before January 1, 1996,

unless the person indicated in writing to the Board that he or she did not want subsection (2) of Section 15 of Schedule "A" of By-law No. 5300/89 of the City of Winnipeg to apply.

- (b) Where this subsection applies, the period of service that applies in determining the person's eligibility for a pension under the pension plan operating in respect of employees of the Reciprocating Employer shall be added to the period of Eligibility Service that applies in determining the person's eligibility for a pension under the Pension Plan. The amount of the pension under the Pension Plan shall be based on the person's Credited Service and shall be determined as at the date the pension is to commence.
- (c) The best average earnings that are used in calculating the amount of pension under the Pension 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.
- (d) For the purposes of Section 11 and Part B, the benefits received from a plan operating in respect of employees of a Reciprocating Employer by a person to whom this subsection applies shall be deemed to be income from a plan to which an Employer is contributing.

SECTION 16 - DIVISION OF PENSION BENEFITS ON MARRIAGE OR RELATIONSHIP BREAKDOWN

Equal Division

- (1) Where, pursuant to the Pension Benefits Act, the pension or pension benefit credit of a Member is to be divided as a result of the termination of his or her marriage or common-law relationship, the Member's pension or pension benefit credit shall be divided equally between the Member and his or her Spouse or Common-law Partner subject to and in the manner provided under the Pension Benefits Act. In this Section, the term "pension" refers to the entitlement of a Member who has commenced to receive pension payments under the Program and the term "pension benefit credit" refers to the entitlement of a Member who has not commenced to receive pension payments under the Program.

Portion Subject to Division

- (2) The portion of a pension or pension benefit credit to be divided under subsection (1) between a Member and his or her Spouse or Common-law Partner is the pension that accrued:
- (a) in the case of a common-law relationship, from the first day of the period in which the parties cohabited with each other in a conjugal relationship and that continued until the date the Member and the Common-law Partner commenced living separate and apart;
 - (b) in the case of a marriage, from the date of the marriage or, if there was a period in which the parties cohabited with each other in a conjugal relationship and which continued until they were married, from the first day of that period to the date they commenced living separate and apart; and
 - (c) in the case of a Member and Spouse who began living separate and apart before June 30, 2004, from the date of the marriage to the date they commenced living separate and apart.

Method of Valuation

- (3) The Spouse's or Common-law Partner's share is to be calculated in accordance with the following formula:

$$.5 \times [A \times (B/C)]$$

where

- A is the total pension or pension benefit credit accrued to the Member as of the date he or she began living separate and apart from his or her Spouse or Common-law Partner;
- B is the accrual period determined under subsection (2); and
- C is the period during which the total benefit in A accrued.

Rules to Determine Pension Benefit Credit

- (4) The following rules shall be applied for determining the pension benefit credit of a Member for the purposes of this Section:
- (a) For the purpose of the division of the pension benefit credit of a Member who has not commenced to receive pension payments under the Program or who is not entitled to a deferred pension under the Program, the Member's pension benefit credit is to be calculated as if he or she had terminated employment with an Employer on the date he or she commenced living separate and apart from the Spouse or Common-law Partner to whom the division relates.
 - (b) The pension benefit credit shall be determined as the sum of:
 - (i) the lump sum value of the Member's pension determined in accordance with subsection (3) of Section 13, and
 - (ii) the Member's excess Required Contributions, if any, determined in accordance with subsection (5) of Section 7.
 - (c) The pension benefit credit shall be determined as of the date the Member commenced living separate and apart from the Spouse or Common-law Partner to whom the division relates.

Additional Contributions and Excess Contributions

- (5) If a Spouse or Common-law Partner is entitled to Additional Contributions or excess Member Required Contributions, he or she has the same rights in relation to those contributions as the Member would have had if the Member had ceased to be an active Member on the date of commencing living separate and apart from the Spouse or Common-law Partner to whom the division relates.

Interest

- (6) The payment in respect of a pension benefit credit under subsection (1) shall include interest at the rate required under the Pension Benefits Act.

Payment of Non-Member's Share

- (7) (a) Where a person becomes entitled to a portion of the pension benefit credit of a Member as provided under subsection (1), that person is only entitled, notwithstanding any provision of the Pension Benefits Act or the Program, to receive a portion of the payments payable under the Program or to transfer the portion of the pension benefits credit to which the person is entitled to a Registered Plan.
- (b) If the conditions applicable to small pensions set out in subsection (11) of Section 7 are met with respect to the Spouse's or Common-law Partner's share of the Member's pension or pension benefit credit, the Commuted Value of the portion of the pension or pension benefit credit to which the Spouse or Common-law Partner is entitled shall be paid as a lump sum payment in lieu of any other benefits payable to the Spouse or Common-law Partner in accordance with this Section.

Offsetting Pension Benefits

- (8) 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 the pension or pension benefit credit of the Member may be based on the net difference between the value of the Member's pension or pension benefit credit and the value of the Spouse's or Common-law Partner's pension or pension benefit credit that are subject to division on breakdown of their marriage or common-law relationship.

Separate Pensions

- (9) If the date of commencing living separate and apart occurs after the Member commenced to receive pension payments under the Program, the Spouse or Common-law Partner shall receive a pension from the Program which pension shall be determined in accordance with this Section. In such case, the pension of the Member may be adjusted so that it becomes payable as a pension payable to the Member and a pension payable to the Spouse or Common-law Partner. The total actuarial present value of pension payable to the Member and the pension payable to the Spouse or Common-law Partner as of the date of commencing living separate and apart shall be equal to the actuarial present value of the Member's pension immediately prior to that date.

Member's Share after Division

- (10) After a division under subsection (1), the Board shall adjust the Member's pension in a manner that does not result in a gain or loss to the Pension Plan and follows generally accepted actuarial principles.

Waiver of Division

- (11) The division of the pension or pension benefit credits of a Member in accordance with this Section shall not apply where the Member and his or her Spouse or Common-law Partner have agreed not to divide the pension or pension benefit credit, providing that the requirements of the Pension Benefits Act have been adhered to. In addition, a person who is entitled to a division under subsection (1) in respect of a Member who has died, or would be so entitled by obtaining a court order, may waive that entitlement by signing and filing with the Board a waiver in the form approved under the Pension Benefits Act after being given the information required under the Pension Benefits Act in accordance with the Pension Benefits Act.

Definitions

- (12) For the purpose of this Section:
- (a) A common-law relationship is the relationship between a Member and a Common-law Partner and is deemed to have commenced on the first day of the period in which the parties cohabited with each other in a conjugal relationship and that continued until the other party became the Common-law Partner of the Member, as determined by the Board based on evidence provided to it by the Member and his or her Common-law Partner. For this purpose, the Board may require that the Member and his or her Common-law Partner submit a written declaration in a form acceptable to the Board declaring that the Member is a party to a common-law relationship with a Common-law Partner identified on the written declaration and that they provide the Board with such other documents or information required by the Board. The common-law relationship between a Member and a Common-law Partner is deemed to have terminated on the date the Member and the Common-law Partner began living separate and apart, as determined by the Board based

- on evidence provided to it by the Member and his or her Common-law Partner. For this purpose, the Board may require that the Member and his or her Common-law Partner submit a written declaration in a form acceptable to the Board and provide such other documents or information required by the Board, 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 as determined by the Board based on evidence provided to it by the Member and the Spouse. For this purpose, the Board may require that the Member and the Spouse submit a written declaration in a form acceptable to the Board and provide such other documents or information required by the Board.

SECTION 17 - GENERAL PROVISIONS

Proof of Age and Designation of Beneficiary

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

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 that become payable to the beneficiary on the Member's death shall be paid to the Member's estate.

Limitation on Assignment, etc.

- (2) Except as permitted under the Pension Benefits Act, benefits provided under the Pension Plan shall not be assigned, charged, anticipated, given as security or surrendered, and are exempt from execution, seizure or attachment, and, for the purposes of this condition:
 - (a) assignment does not include assignment by the legal representative of the deceased Member on the distribution of that Member's estate;
 - (b) surrender does not include a reduction in benefits to avoid revocation of the registration of the Pension Plan under the *Income Tax Act* (Canada); and
 - (c) any transaction purporting to assign, charge, anticipate or give as security such a benefit is void.

Option of Lump Sum Refund of Additional Contributions

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

then, in lieu of the additional pension that 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.

Right to Discharge

- (4) Neither the Pension Plan nor anything done pursuant thereto shall affect an Employer's right to terminate any Employee's employment at any time, and an Employee whose employment is so terminated shall be entitled to the benefits provided by the Pension Plan in respect of Credited Service prior to the date of such termination of employment.

Information for Employees

- (5) Each Member and Eligible Employee shall receive a written explanation of the terms and conditions of the Pension 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.

Maximum Pension Adjustment

- (6) 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).

Notification of Common-law Relationship

- (7) 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 Pension 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.

Pensions in Payment and Deferred Pensions on December 31, 2002

- (8) Each pension in payment on December 31, 2002 to a member of a Prior Plan or to the Spouse, Common-law Partner, Dependent Child or beneficiary of such a member and each deferred pension to which a member of a Prior Plan was entitled on December 31, 2002 shall be paid from the Pension Plan from January 1, 2003 in the amount determined under, and in accordance with the terms and conditions of, the Prior Plan, except that such pensions and deferred pensions shall be eligible for cost-of-living adjustments from January 1, 2000 in accordance with Section 8 and subsection (5) of Section 13, as applicable.

Conflict With Trust Agreement

- (9) In the event of any conflict between the provisions of the Pension Plan and the Trust Agreement, the provisions of the Trust Agreement shall apply.

Lump Sum Payments – Transfer to RRSP

- (10) Where an individual is entitled to a payment from the Pension Plan in the form of a lump sum, he or she may elect to have that lump sum transferred, to the extent permitted under the *Income Tax Act* (Canada), to a registered retirement savings plan, as defined under the *Income Tax Act* (Canada).

SECTION 18 - SPECIAL PROVISIONS FOR FORMER MEMBERS OF METRO PENSION PLAN

Eligibility for Special Provisions

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

Minimum Pension Formula

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

Stacked Pension Benefit

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

Normal Form of Pension

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

Cost-of-Living Adjustments

- (5) (a) Each pension, other than a disability pension, and deferred pension earned in respect of the Credited Service of a Metro Member that was Credited Service under the Metro Pension Plan shall be adjusted in accordance with this subsection in the pay periods specified in subsection (1) of Section 8, provided that the Metro Member retired, died or terminated employment with an Employer at least 26 pay periods prior to the pay period in which the adjustment is made.
- (b) Each adjustment in accordance with this subsection shall be based on the pension or deferred pension calculated in accordance with subsections (2), (3) and (4) and shall be calculated as a percentage of such pension or deferred pension equal to one-third of the percentage change in the Consumer Price Index for Canada during the 12-month period that ended on the March 31 immediately preceding the date of the adjustment. Such adjustments shall be subject to the conditions specified in clauses (2)(c) and (d) of Section 8.
- (c) Any adjustment provided to a Metro Member in accordance with Section 8 or subsection (5) of Section 13, as applicable, shall be reduced by the adjustment provided in accordance with this subsection.

Metro Members Who Opted-Out of Employee Benefits Program

- (6) In the case of each Metro Member who was not a member of the City of Winnipeg Employee Benefits Program on December 30, 1988, subsections (2), (3) and (4) shall apply with the date "December 31, 1988" substituted for "January 1, 1972" therein.

Definitions

- (7) In this Section:

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

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

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

SECTION 19 - AMENDMENT

Procedure

- (1) Subject to the requirements of the Trust Agreement, the Board may from time to time amend the terms, conditions or provisions of the Pension Plan.

Required Amendments

- (2) Subject to the requirements of the Pension Benefits Act, if the Program has a funding deficiency (as defined in the Trust Agreement) or if the Program is terminated in whole or in part, and if so required by the Trust Agreement, the Board shall amend:
 - (a) the rate at which cost-of-living adjustments to pensions are granted under Section 8,
 - (b) the rates at which Employee and Employer contributions are required to be made under Section 4, or
 - (c) the terms and conditions relating to benefits in respect of Credited Service before or after the date as of which the funding deficiency was determined or before the date of termination, as applicable.

Report from Actuary

- (3) If an amendment to the Pension Plan would materially affect the contributions or benefits payable under the Pension Plan, the amendment shall not be passed until the Board has first received a report thereon from the Actuary.

PART B

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

PART B

THE WINNIPEG CIVIC EMPLOYEES' LONG TERM DISABILITY PLAN

INTRODUCTION

The Winnipeg Civic Employees' Long Term Disability Plan (the "Disability Plan") was established effective January 1, 1992 as a result of changes to the *Income Tax Act* (Canada) that no longer permitted disability pension benefits to be paid to employees who continue to accrue pensionable service while disabled.

On November 22, 2000, the City and the civic unions agreed in a Letter of Understanding to change the form of governance of the Employee Benefits Program, of which the Disability Plan forms a part, to joint trusteeship. The Letter of Understanding provided for shared responsibility between the participating employers and the plan members for the costs of the Program and any unfunded liabilities, and for the sharing of any actuarial surpluses. The *City of Winnipeg Act* was amended to authorize the City to implement the changes contemplated in the Letter of Understanding and the Manitoba Court of Queen's Bench approved the implementation of the changes on August 16, 2002.

The Disability Plan is continued as part of the amended and restated Winnipeg Civic Employees' Benefits Program effective January 1, 2003 and is governed by the terms of the Disability Trust Agreement entered into in accordance with the Letter of Understanding as of that date by the City of Winnipeg and the unions representing members of the Program.

The Disability Plan provides disability income benefits to employees, other than police officers, of the City of Winnipeg and certain other participating employers who have been disabled for at least 26 weeks.

The Disability Plan is amended effective September 1, 2011 to address certain changes in the benefits under the Disability Plan that have been approved by the Board effective September 1, 2011. These amendments are all contained within this amended and restated text for the Disability Plan.

SECTION 1 - DEFINITIONS

In this Part B, terms shall have the meaning assigned to them in Section 1 of the Part A, except as follows:

"Board" means The Board of Trustees of The Winnipeg Civic Employees' Benefits Program (Disability Fund) constituted under the Disability Plan Trust Agreement.

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

"Disability Fund" means the trust fund constituted under the Disability Plan Trust Agreement.

"Disability Plan" means The Winnipeg Civic Employees' Long Term Disability Plan constituted in accordance with the Disability Plan Trust Agreement entered into concurrently with the Pension Trust Agreement and the terms and conditions of which are set forth in this Part B.

"Disability Plan Trust Agreement" means the Disability Plan Trust Agreement entered into as of January 1, 2003 among the City of Winnipeg, the unions representing Members and the initial members of the Board as amended or restated from time to time in accordance with its terms.

"Member" means a Contributing Member of the Pension Plan.

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

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

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

SECTION 2 – CONTRIBUTIONS AND FUNDING

Employer Contributions

- (1) (a) In each Taxation Year each Employer shall contribute to the Disability Fund such amounts as are determined by the Board such that the aggregate of such amounts in the Taxation Year shall be equal to the benefits and expenses under the Disability Plan for the Taxation Year.
- (b) The City may use any amount in the City Account to reduce the contributions required under clause (a).

Employee Contributions

- (2) Employee contributions to the Disability Fund are not required or permitted.

Permitted Payments

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

SECTION 3 – ELIGIBILITY FOR DISABILITY BENEFITS

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

SECTION 4 – MEDICAL EVIDENCE

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

SECTION 5 – INITIAL AMOUNT OF DISABILITY BENEFIT

- (1) If the application of a Member for disability benefits is approved, the bi-weekly amount of the Member's disability benefit shall be calculated as the amount by which:
- (a) $66 \frac{2}{3}\%$ of the Member's Average Bi-Weekly Earnings multiplied by the Member's Wage Loss Percentage,

exceeds
 - (b) the other income, if any, to which the Member is entitled.
- (2) For the purpose of subsection (1):
- (a) "Wage Loss Percentage" is obtained by dividing:
 - (i) the continuous reduction in the Member's Employment Earnings, excluding any income as a result of sick leave or Workers' Compensation, during the 26 week period used in Section 3 to determine the Member's eligibility for the disability benefit,

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

as determined by the Board.
 - (b) "other income" is income that the Member is receiving, or is deemed by the Board to be eligible to receive, from:
 - (i) the Canada Pension Plan, excluding dependent benefits,
 - (ii) Workers' Compensation,
 - (iii) any group insurance policy issued to an Employer, and
 - (iv) the Manitoba Public Insurance Corporation Personal Injury Protection Plan or other motor vehicle automobile insurance plan or policy.
If such income is paid other than bi-weekly, the equivalent bi-weekly amount shall be used.
- (3) If the Date Disability Commenced for the Member was prior to September 1, 2011, the amount of the Member's disability benefit shall not be less than the amount calculated according to the following formula:

P x L

where

- P is the pension calculated in accordance with Section 7 of Part A, except that:
- (a) the ITA percentage defined in subsection (7) of Section 7 of Part A shall in all cases be 100%,
 - (b) the early retirement percentage defined in subsection (8) of Section 7 of Part A shall in all cases be 100%,
 - (c) subsection (2) of Section 7 of Part A shall not apply if the Member qualifies for disability benefits from the Canada Pension Plan or the Member's failure to qualify is, in the opinion of the Board, the result of a failure to complete the requirements related to the application for such a pension, and
 - (d) subsections (5) and (6) of Section 7 of Part A shall not apply.
- L is the "Wage Loss Percentage" determined in accordance with clause (2)(a).

SECTION 6 - MINIMUM DISABILITY BENEFITS

[No longer applicable, effective September 1, 2011]

SECTION 7 - MAXIMUM DISABILITY BENEFITS

- (1) The bi-weekly amount of a Member's disability benefits shall not be greater than the amount by which:
 - (a) 85% of the Member's Average Bi-Weekly Earnings multiplied by the Member's Wage Loss Percentage determined in accordance with Sections 5 and 8,

exceeds
 - (b) the other income, if any, to which the Member is entitled.
- (2) For the purpose of subsection (1), "other income" is as defined in clause (2)(b) of Section 5 together with any income that the Member is receiving as a result of sick leave.

SECTION 8 - CHANGES IN WAGE LOSS PERCENTAGE

- (1) The Member's disability benefits calculated in accordance with Sections 5 or 7 shall be re-calculated using a redetermined Wage Loss Percentage as determined in accordance with subsection (2) whenever there is a change in:
- (a) the Member's Employment Earnings,
 - (b) the rate of remuneration and/or profit that the Member is earning, or
 - (c) the rate of remuneration and/or profit that the Board, in its sole discretion, considers a Member who has been disabled for at least 30 months is capable of earning.

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

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

where

L is the Member's redetermined Wage Loss Percentage.

A is the bi-weekly earnings rate, as at the date of the redetermination, applicable to the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced.

B is the Member's bi-weekly rate of Employment Earnings as at the date of the redetermination.

C is the bi-weekly rate of remuneration and/or profit that the Board considers the Member is capable of earning as at the date of the redetermination.

- (3) The Wage Loss Percentage for a Member who has been disabled for at least 30 months shall not exceed the degree of disability established for the Member by the Board at its sole discretion, on the basis of the Board's assessment of the Member's ability to perform the duties of any gainful occupation, taking into consideration the Member's education, training and experience and any evidence submitted by one or more Medical Doctor(s) appointed by the Board.
- (4) If the Member disagrees with a decision made by the Board in accordance with this Section, the Member may submit an appeal and the Board shall reconsider its decision. Prior to such reconsideration, the Member shall be given an opportunity to present any additional information that the Member considers to be important in the disposition of the appeal. The decision of the Board shall be final and conclusive.

SECTION 9 - ADJUSTMENTS IN AMOUNT OF DISABILITY BENEFITS

- (1) (a) Each disability benefit payable to a Member for whom the Date Disability Commenced is on or after September 1, 2011 shall be adjusted in accordance with this subsection in the pay period that includes July 1 of each Taxation Year,
- (b) The adjustment to a disability benefit in accordance with this subsection shall be calculated using the procedure and percentage specified in Section 8 of Part A, except that the adjustment shall be pro-rated based on the period since the date on which payment of the disability benefit commenced if such period is less than one year.
- (2) (a) Each disability benefit payable to a Member for whom the Date Disability Commenced was prior to September 1, 2011 shall be adjusted in accordance with this subsection in the first pay period of each Taxation Year.
- (b) The disability benefit calculated in accordance with subsection (1) of Section 5 and the maximum disability benefit calculated in accordance with Section 7 shall be adjusted in any pay period that there is a change in the earnings rate applicable to the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced by multiplying the Member's Average Bi-Weekly Earnings by the ratio $\frac{B_1}{B_0}$
- where
- B_1 is the earnings rate applicable in that pay period to the Position Regularly Occupied by the Member immediately prior to the Date Disability Commenced.
- B_0 is the earnings rate applicable to that position in the pay period that includes the Date Disability Commenced.
- (c) The disability benefit determined in accordance with subsection (3) of Section 5 shall be adjusted by recalculating the amount of the benefit using the formula:

$$P \times L$$

where

- P is as defined in subsection (3) of Section 5, except that it shall be recalculated taking into account the Member's Credited Service, Best 5-Year Average Earnings, Best 5-Year Average Canada Pension Plan Earnings and Best 5-Year Average Non-Canada Pension Plan Earnings up to the end of the immediately preceding Taxation Year.
- L is the Member's Wage Loss Percentage determined in accordance with Sections 5 and 8.

SECTION 10 - DURATION OF DISABILITY BENEFITS PAYMENTS

- (1) If the Member has completed at least 2 years of Credited Service prior to the date on which his or her first disability benefit payment is due, the disability benefits shall commence on the first day of the pay period following the effective date of approval and are payable for the least of:
 - (a) the period during which the Member is Totally or Partially Disabled and under the regular and personal care of a Medical Doctor,
 - (b) the greatest of:
 - (i) the period ending on the last day of the pay period in which the Member attains age 60,
 - (ii) the period ending on the last day of the pay period in which the Member has completed a number of years of Eligibility Service that when added to his or her age totals at least 80, and
 - (iii) 2 years, and
 - (c) the period ending on the last day of the pay period in which the Member attains age 65.
- (2) Notwithstanding subsection (1), if the Date Disability Commenced was prior to September 1, 2011, clause (1)(b) shall not apply.
- (3) If the Member has completed less than 2 years of Credited Service prior to the date on which his or her first disability benefit payment is due, the disability benefits are payable for the least of:
 - (a) the period during which the Member is Totally or Partially Disabled and under the regular and personal care of a Medical Doctor,
 - (b) 2 years, and
 - (c) the period ending on the last day of the pay period in which the Member attains age 65.
- (4) For the purpose of this Section, the Member's Credited Service shall not include any period in respect of which the Member received disability benefits from the Disability Plan, the Pension Plan or a Prior Plan, but no Employment Earnings.

SECTION 11 - DISCONTINUANCE OF DISABILITY BENEFITS

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

- (1) the Board finds the Member again able to perform the normal duties of his or her occupation,
- (2) the Member has been disabled for less than 30 months and refuses rehabilitative employment that, in the opinion of the Board, the Member is capable of performing, and the Member's appeal, if any, has been denied,
- (3) the Member has been disabled for at least 30 months and the Board finds the Member able to become employed in an occupation for which the Member is reasonably well qualified, or reasonably could become qualified, by education, training or experience,
- (4) the Member has failed to follow, or is not actively participating in, a prescribed or recommended treatment, therapy, procedure, or program prescribed or recommended by a Medical Doctor or to provide the Board with such information or reports as the Board deems appropriate within the time limits set by the Board, all as determined by the Board,
- (5) the Member refuses a reasonable accommodation offered by an Employer that, as determined by the Board, the terms of which the Member is capable of fulfilling,
- (6) the Member refuses or cannot provide the Board with satisfactory evidence of his or her continuing disability,
- (7) the Member is incarcerated for a period of time in a prison or similar place of confinement,
- (8) the Member is no longer resident in Manitoba within a reasonable distance of available rehabilitative employment with an Employer or another employer approved by the Board, unless the Board approves otherwise,
- (9) the Member dies, or
- (10) the Member becomes entitled to retirement or termination benefits under the Pension Plan.

SECTION 12 - RECOMMENCEMENT OF DISABILITY BENEFITS

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

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

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

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

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

“chronic illness” means a disability:

- (a) for which there is no cure,
- (b) the natural history of which is such that it is known that the Member will continue to experience signs and symptoms of the disability throughout his or her lifetime despite medical treatment, and

- (c) the symptoms of which preclude the Member from maintaining a record of attendance at work that is consistent with that of the Member's co-workers.

SECTION 13 - ADMINISTRATIVE PROCEDURES

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

SECTION 14 - AMENDMENT

Procedure

- (1) Subject to the requirements of the Disability Plan Trust Agreement, the Board may from time to time amend the terms, conditions or provisions of the Disability Plan.

Report from Actuary

- (2) If an amendment to the Disability Plan would materially affect the contributions or benefits payable under the Disability Plan, the amendment shall not be passed until the Board has first received a report thereon from the Actuary.

PART C

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

PART C

THE WINNIPEG CIVIC EMPLOYEES' EARLY RETIREMENT BENEFITS ARRANGEMENT

INTRODUCTION

The Winnipeg Civic Employees' Early Retirement Benefits Arrangement (the "Early Retirement Arrangement") was established effective January 1, 1992 as a result of changes to the *Income Tax Act* (Canada) that no longer permitted unreduced pension benefits to be paid to retiring employees who did not meet certain age or service requirements.

On November 22, 2000, the City and the civic unions agreed in a Letter of Understanding to change the form of governance of the Employee Benefits Program, of which the Early Retirement Arrangement forms a part, to joint trusteeship. The Letter of Understanding provided for shared responsibility between the participating employers and the plan members for the costs of the Program and any unfunded liabilities, and for the sharing of any actuarial surpluses. The *City of Winnipeg Act* was amended to authorize the City to implement the changes contemplated in the Letter of Understanding and the Manitoba Court of Queen's Bench approved the implementation of the changes on August 16, 2002.

The Early Retirement Arrangement is continued as part of the amended and restated Winnipeg Civic Employees' Benefits Program effective January 1, 2003 and is governed by the terms of the Pension Trust Agreement entered into in accordance with the Letter of Understanding as of that date by the City of Winnipeg and the unions representing members of the Program.

The Early Retirement Arrangement supplements the early retirement pensions payable to members of the Pension Plan whose pensions from that plan are required to be reduced in accordance with the requirements of the *Income Tax Regulations* pertaining to registered pension plans.

As a result of amendments to the Program effective September 1, 2011, no benefits are payable under the Early Retirement Arrangement in respect of Credited Service on and after September 1, 2011.

The Early Retirement Arrangement is not a registered pension plan under the *Income Tax Act* and is not required to be registered under the *Pension Benefits Act* of Manitoba.

SECTION 1 - DEFINITIONS

In this Part C, terms shall have the meaning assigned to them in Section 1 of Part A, except as follows:

“Early Retirement Arrangement” means The Winnipeg Civic Employees' Early Retirement Benefits Arrangement constituted in accordance with the Trust Agreement, the terms and conditions of which are set forth in this Part C.

“Early Retirement Benefits Account” means the Early Retirement Benefits Account constituted under the Trust Agreement.

SECTION 2 - CONTRIBUTIONS

- (1) In each Taxation Year each Employer shall contribute to the Early Retirement Benefits Account established in accordance with the Trust Agreement such amounts as are determined by the Board such that the aggregate of such amounts in the Taxation Year shall be equal to the benefits and expenses attributable to the Early Retirement Arrangement for the Taxation Year.
- (2) The City may use any amount in the City Account to reduce the contributions required under subsection (1).

SECTION 3 - BENEFITS

- (1) Each Member, Spouse, Common-law Partner or Dependent Child who is receiving a pension from the Pension Plan shall receive a benefit under the Early Retirement Arrangement equal to:
 - (a) the pension that would be payable under Part A if the ITA percentage determined in accordance with subsection (7) of Section 7 of Part A in respect of Credited Service prior to September 1, 2011 for the Member were 100%,
less
 - (b) the pension that is payable under Part A.
- (2) There shall be no benefits payable under the Early Retirement Arrangement as a result of the provisions of Sections 12, 13, 15, or 16 of Part A.
- (3) The benefit under the Early Retirement Arrangement shall be paid in the same form as the pension payable to the Member, Spouse, Common-law Partner or Dependent Children under Part A.

SECTION 4 - AMENDMENT

Procedure

- (1) Subject to the requirements of the Trust Agreement, the Board may from time to time amend the terms, conditions or provisions of the Early Retirement Arrangement.

Report from Actuary

- (2) If an amendment to the Early Retirement Arrangement would materially affect the contributions or benefits payable under the Early Retirement Arrangement, the amendment shall not be passed until the Board has first received a report thereon from the Actuary.