



WINNIPEG POLICE  
PENSION PLAN  
**MEMBER  
HANDBOOK**

# STAYING IN TOUCH

The day-to-day administration of the Winnipeg Police Pension Plan is carried out by The Winnipeg Civic Employees' Benefits Program (*WCEBP*).

*WCEBP* is committed to keeping you informed.

If you have a question, please contact us. Here are a few easy ways to reach us:

## IN PERSON

5<sup>th</sup> Floor  
317 Donald Street  
Winnipeg, Manitoba R3B 2H6

## TELEPHONE

204-986-2516

Program staff are available to provide assistance from 8:30 a.m. to 4:30 p.m., Monday through Friday.

## FAX

204-986-3571

## E-MAIL

wcebp@winnipeg.ca

## WEB

You can download and print most of the forms you need to process plan changes from our website:

[WCEBP.ca](http://WCEBP.ca)

If you are inquiring about personal benefits information, please be sure to have your member ID number handy when you call.

When writing to the WCEBP, please include your:

- Name printed clearly (as listed on your employer's payroll)
- Member ID number
- Full address and telephone number (including area code)

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## About Your Pension Plan

Police officers of the City of Winnipeg have enjoyed a long and proud history of participation in employee pension plans in one form or another, with the origins of the current *Winnipeg Police Pension Plan* dating back to 1975.

Whether you are just beginning your career, or you are a seasoned *Pension Plan* member approaching retirement, we urge you to keep this booklet on file and review it from time to time. In particular, we encourage you to understand the options available to you and the effect that your choices can and will have on your long-term financial situation.

The better you understand the benefits available to you, the easier it will be for you to plan for the future. Assuming you remain a member of the *Pension Plan* until your retirement, your pension could well be your single largest financial asset.

## How Your Plan is Governed

The *Winnipeg Police Pension Plan* is a defined benefit pension plan, registered under Manitoba's *Pension Benefits Act* and Canada's *Income Tax Act*. The pension benefit is determined by a set formula that is defined in the *Winnipeg Police Pension Plan By-law* (By-law No. 126/2011).

Pension benefits are financed by the assets (including investment earnings) of the *Plan* and the contribution obligations of the City of Winnipeg and the active members under the *Plan*.

The City is responsible for the financial solvency of the *Pension Plan* with respect to benefits other than cost-of-living adjustments beyond a minimum level. In addition to matching active member contributions, the City of Winnipeg is obligated to fund any difference between the combined employee/employer contributions and the current service cost of non-indexed benefits, as well as contribute 2% of pensionable earnings for cost-of-living adjustments.

### The Winnipeg Police Pension Board

The Winnipeg Police Pension Board has been established under City of Winnipeg By-law to be responsible for administration of the *Plan*. The *Board* also fulfils the role of Pension Committee as required under Manitoba's *Pension Benefits Act*.

The Board is comprised of nine voting members. Five members are appointed by the City of Winnipeg, two members are appointed by the Winnipeg Police Association, one member is appointed by the Winnipeg Police Senior Officers' Association, and one member is elected by non-active and other beneficiaries under the *Plan*.

### Plan administration

The day-to-day administration of the *Pension Plan* is carried out by the management and staff of *The Winnipeg Civic Employees' Benefits Program* under the direction of the Chief Executive Officer.

## Your Pension Plan at a Glance

### Eligibility

You are immediately enrolled in the *Pension Plan* as a condition of your employment.

### Making contributions

You and your employer contribute to the *Pension Plan*.

At the present time, your share of annual contributions equals 8% of your pensionable earnings.

#### Leaves of Absence

If you go on paid leave, you will continue to make contributions. If you go on unpaid leave, you may choose to contribute and then continue to earn pension benefits. The cost varies and is calculated and provided to you upon commencement of your leave.

#### Buying back prior service

At retirement, you may qualify to buy back a period of employment for which you did not receive *credited service*. You would be required to pay the full actuarial cost of the buy back period.

### Your pension benefits

#### Your Lifetime Retirement Benefit

The *Pension Plan* provides a lifetime pension benefit based on the following formula:

$$\begin{aligned} &1.4\% \text{ of your best consecutive-five-year average pensionable} \\ &\quad \text{earnings up to the CPP earnings ceiling} \\ &\quad + \\ &2\% \text{ of your best consecutive-five-year average pensionable} \\ &\quad \text{earnings above the CPP earnings ceiling} \\ &\quad \times \\ &\quad \text{your credited service} \end{aligned}$$

Your total benefit is subject to income tax limits at the time your benefit is calculated.

#### Your Temporary Bridge Benefit (before age 65)

Your temporary retirement benefit before age 65 includes a bridge benefit of 0.6% of your best consecutive-five-year average pensionable earnings up to the CPP earnings ceiling.

Therefore, your temporary pension benefit before age 65 is based on the following formula:

$$\begin{aligned} &2\% \text{ of your best consecutive-five-year average pensionable earnings} \\ &\quad \times \\ &\quad \text{your credited service} \end{aligned}$$

### Cost-of-living adjustment (COLA)

Your pension is indexed at a percentage of the annual increase in Canada's Consumer Price Index (CPI) at March 31. The level of COLA can change based on *Pension Plan* funding.

## When you can retire

Retirement age under the *Pension Plan* is age 55 or 25 years of credited service; however, two early retirement options are also available.

### Early Retirement

You may retire with a reduced pension anytime after:

- you reach age 50, *or*
- you have 20 years of *credited service*.

If you retire early, you will be subject to an early retirement reduction of 3.6% per year, or .1385% for each pay period that you retire early.

## Leaving the Pension Plan

You have a legal right to the pension you have earned as a member of the *Pension Plan*, beginning the day you join the *Plan*. This means you are entitled to your pension even if you terminate your employment before you retire.

If you are not eligible to retire when you leave the *Pension Plan*, you may leave your benefit in the *Plan* and receive an unreduced deferred pension as early as age 60. If you terminated your employment on or after May 31, 2010, you may elect an *actuarially reduced* deferred pension as early as age 50.

Alternatively, you may transfer the value of your pension (subject to *Income Tax Act* limits) to:

- a locked-in retirement account (LIRA), *or*
- the registered pension plan of your new employer (if that plan will accept the transfer).

If the commuted value of your pension is less than 20% of the CPP earnings ceiling for the year of termination, or, if your annual pension is less than 4% of the CPP earnings ceiling, it is considered a “small pension.” Small pensions are not locked-in and will be paid to you in a lump-sum.

Any excess amount over the *Income Tax Act* limits must be refunded to the member.

## Survivor benefits

When you die, survivor benefits may be paid to your spouse/partner, dependent children, or other eligible beneficiaries. The type and amount of survivor benefit will depend on whether:

- you die before or after you retire,
- you have a spouse/partner or dependent children, *and*
- you are entitled to a pension at the time of your death.

## Other considerations

### Relationship breakdown

Your pension is a family asset. If you and your spouse/partner end your relationship, the pension you earned during your relationship will be taken into account when your family assets are divided. You have several options to consider in this situation and your options are different depending on whether your relationship ends before or after you retire.

### If you become disabled

You may apply for a disability pension if you become totally and permanently disabled and have completed at least 15 years of credited service. Upon approval, your lifetime pension will be paid.

*This summary is provided for quick-reference purposes only and is not intended to be comprehensive. Please refer to the following pages for a fuller description of the various Pension Plan terms and provisions.*



## Eligibility

### Joining the Pension Plan

The *Pension Plan* covers Winnipeg Police Officers. You are immediately enrolled in the *Pension Plan* as a condition of your employment.

## Making Contributions

### Your required member contributions

Each pay period, you contribute a percentage of your employment earnings (overtime included) to the *Pension Plan*. These contributions are made by payroll deduction, and are used to fund your pension. Your contributions are tax-deductible up to current Canada Revenue Agency limits, which means they will reduce the amount of income tax you pay each year.

At the present time, your share of annual contributions equals 8% of your pensionable earnings.

Your member contributions will not exceed the amount required to fund your share of the maximum annual pension permitted under the *Income Tax Act*.

### Employer contributions

The City of Winnipeg matches your contributions and is responsible for contributing any additional amounts, as necessary, to meet the funding obligations of the *Pension Plan*.

### Additional Voluntary Contributions

You may increase your retirement savings by making biweekly *Additional Voluntary Contributions* (AVCs) to the *Pension Plan* by payroll deduction. You may contribute as much as you like (subject to the annual income tax limits). You may start, increase, decrease or stop your AVCs during any pay period by providing written notice to *The Winnipeg Civic Employees' Benefits Program*. You cannot withdraw your contributions until retirement, termination or death.

Your AVCs are tax-deductible. However, they are not matched by your employer. They do not provide you with any additional *credited service*.

### Leaves of absence

The *Pension Plan* allows you to continue to earn *credited service* during a leave of absence by continuing to make pension contributions during the leave.



## Making your leave count

Type of leave	Contributions and earning pension credit
With pay	You must continue to contribute to the <i>Pension Plan</i> as usual, and will continue to earn <i>credited service</i> in the <i>Plan</i> .
Without pay	<p>If you are on an approved leave without pay for longer than ten days, you may choose to continue to make pension contributions and continue to earn pension credit in the <i>Pension Plan</i>.</p> <p>If you do not make contributions during your leave, you may purchase your service within 30 days of your retirement. To do this, you must make the lump-sum contribution required to pay the full actuarial cost of the additional benefit you will receive.</p>

## When contributions end

Your contributions stop automatically when you leave the *Pension Plan* or retire. Under current tax rules, you must stop contributing to the *Pension Plan* (and begin collecting your pension) no later than December 31 of the year in which you reach age 71.

## Contributions for past service

If you have a period of employment where you were not a *Pension Plan* member (a 'waiting period' for example) and, therefore, did not earn *credited service* for that period of employment, you may purchase this service at retirement. To do this, you must make a lump-sum contribution to the *Pension Plan*, equal to the full actuarial cost of such service, within 30 days of your retirement date.

Periods of lay-off are not eligible for past service purchase.

# What Your Pension Provides

Your *Pension Plan* is what is known as a defined benefit pension plan, so called because it provides a defined benefit at retirement. The pension you receive is based on a formula that takes into account, among other things, your earnings history and your years of *Pension Plan* participation.

The level of cost-of-living adjustments under the *Plan* is subject to change based on *Pension Plan* funding.

## The formula

As a member, you will earn an annual lifetime pension equal to:

1.4% of your best <i>consecutive-five-year average pensionable earnings up to the CPP earnings ceiling average</i>
+
2.0% of your best <i>consecutive-five-year average pensionable earnings above the CPP earnings ceiling</i>
x
your years of <i>credited service</i>

*Pension payments are made in biweekly installments and are deposited directly into your bank account. Please be sure to inform The Winnipeg Civic Employees' Benefits Program staff if you change your banking arrangements.*

**Best consecutive-five-year average earnings** means the average of your pensionable earnings (overtime included) for your best five consecutive years of *Pension Plan* membership. (If you have fewer than five years of membership at retirement, the average will be based on your full period of membership.)

**CPP earnings ceiling average** is the average of the CPP earnings ceiling used in the calculation of your best *consecutive-five-year average pensionable earnings*.

**Credited service** refers to the total number of years and days that you have contributed to the *Pension Plan*. Your service may include any credit you have bought back or transferred into the *Pension Plan* from another pension plan.

### Small pensions at retirement

If your annual pension is less than 4% of the CPP earnings ceiling for the year in which you retire, you will receive a lump-sum payment equal to the commuted value of your pension, in lieu of a biweekly payment.

### What is commuted value?

The commuted value is a dollar value that is placed on your pension. In simple terms, it is the amount of money the Police Pension Plan would have to set aside today to pay your pension at retirement (based on your age and the pension credit you have earned to date, and using a calculation method approved by the Canadian Institute of Actuaries).

### Example

If you are age 55 with 25 years of *Pension Plan* membership and *best consecutive-five-year average earnings* of \$70,000, your annual pension would be calculated as follows (using a *CPP earnings ceiling* average of \$48,300):

1.4% x \$48,300 (earnings up to the <i>CPP earnings ceiling</i> average)	676.20
+	
2.0% x \$21,700 (earnings above the <i>CPP earnings ceiling</i> )	+ 434.00
	\$1,110.20
x	
25 years of <i>credited service</i>	x 25
Total annual lifetime pension	= \$27,755.00
You would receive an annual lifetime pension of \$27,755 or approximately \$1,067.50 biweekly.	

## Cost-of-Living Adjustments

The *Pension Plan* currently provides cost-of-living adjustments to your pension payments. Your regular pension payment is adjusted each year by a percentage of the increase in Canada's Consumer Price Index, at March 31.

### Timing

Your cost-of-living adjustment is applied in the pay period in which July 1 occurs.

If, as of July 1 you have been retired for less than one year, your first cost-of-living adjustment will be prorated.

Cost-of-living adjustments will also be extended to your survivor pension. Pensions derived from *Advance/Recovery* options, *Additional Voluntary Contributions* or excess contributions (50% rule) are not subject to cost-of-living adjustments.

## When You Can Retire

Choosing when to retire is an important decision—one that can have a big impact on the size of your pension payments. Your *Pension Plan* offers you a number of retirement options. While retirement under the *Pension Plan* is age 55 or 25 years of service, you may, depending on your age and years of service, be able to retire with a reduced pension earlier than that. These options are summarized in the table below.

Retirement date	
Retirement Age	Retirement under the <i>Pension Plan</i> is age 55 or 25 years of <i>credited service</i> .
Reduced early retirement	<p>You may retire early with a reduced pension anytime after:</p> <ul style="list-style-type: none"> <li>• you reach age 50, or</li> <li>• you have 20 years of <i>credited service</i>.</li> </ul> <p>If you retire early, you will be subject to an early retirement reduction of 3.6% per year, or .1385% for each pay period that you retire early.</p>
Late retirement	If you work past your retirement date, you will continue to contribute to the <i>Pension Plan</i> , and continue to earn <i>credited service</i> , up to the end of the calendar year in which you reach age 71, or 40 years of <i>credited service</i> .
Re-employment after retirement	<p>If you retire and are then re-employed as a Winnipeg Police Officer to work fewer than 28 hours a week, you will continue to collect your pension while you are working. However, you will not make pension contributions and you will not earn additional benefits under the <i>Pension Plan</i>.</p> <p>If, after retirement, you work 28 hours a week or more, your receipt of pension benefits will cease and you must re-commence making pension contributions for which you will earn <i>credited service</i>.</p> <p>Under current tax rules, you will be deemed to have retired at the end of the calendar year in which you reach age 71, even if you keep working past age 71.</p>

### When you decide to retire

The Winnipeg Civic Employees' Benefits Program requires at least 30 days written notice of your intention to retire. You must retire at the end of a pay period.

### Your temporary bridge benefit (before age 65)

If you retire early, you will receive a temporary bridge benefit equal to:

$$\begin{array}{c}
 0.6\% \text{ of your } \textit{best consecutive-five-year average pensionable earnings} \\
 \text{up to the CPP earnings ceiling} \\
 \times \\
 \text{your years of } \textit{credited service}
 \end{array}$$

The bridge benefit brings your total early retirement pension up to 2% of your best five-year average pensionable earnings for each year of *credited service*. It continues to age 65.

### Advance/Recovery Option before age 65

If you retire before age 65, you may choose the *Advance/Recovery* option.

The effect of the *Advance* will be to provide you with an increased pension until you reach age 65. Then, at age 65, for your lifetime, your pension will be reduced by the *Recovery* amount calculated at the time of your retirement. The amount payable will be actuarially calculated and depend on your age at retirement.

The advantages and disadvantages of this option vary depending on your individual circumstances, making this option one of personal preference.

The *Advance* and subsequent *Recovery* amounts are not subject to cost-of-living adjustments.

This option is only available to you at retirement. Upon death, any survivor benefits will be paid as if you had not elected this option. Your spouse/partner may choose the *Advance/Recovery* option at the time survivor benefits become payable if they are under age 65 and entitled to a biweekly pension from the *Pension Plan*.

### Considering your options

As outlined above, your retirement date can have a significant effect on the amount of pension you receive. The following examples will illustrate how the pension formula and bridge benefits work.

#### Example 1 Retirement at age 65

Age: 65	<b>Pension</b>	
Best consecutive-five-year average annual earnings: \$70,000	1.4% x \$48,300	\$676.20
	2.0% x \$21,700	<u>\$434.00</u>
		\$1,110.20
Credited service: 35 years		x 35
	Annual lifetime pension	<u><u>\$38,857.00</u></u>

### Example 2

#### Unreduced pension at age 55 (24 years of credited service)

Age: 55	<b>Pension payable up to age 65</b>
Best consecutive-five-year average annual earnings: \$70,000	1.4% x \$48,300 \$676.20
Credited service: 24 years	2.0% x \$21,700 <u>\$434.00</u>
	\$1,110.20
	x 24
	Annual lifetime pension \$26,644.80
	 <i>Plus the temporary bridge benefit (payable to age 65)</i>
	0.6% x \$48,300 \$289.80
	x 24
	<u>\$6,955.20</u>
	Annual pension to age 65 <u>\$33,600.00</u>
	 <b>Pension payable from age 65</b>
	1.4% x \$48,300 \$676.20
	2.0% x \$21,700 <u>\$434.00</u>
	\$1,110.20
	x 24
	Annual lifetime pension <u>\$26,644.80</u>

### Example 3

#### Unreduced pension at age 49 (25 years of credited service)

Age: 49	<b>Pension payable up to age 65</b>
Best consecutive-five-year average annual earnings: \$70,000	1.4% x \$48,300 \$676.20
Credited service: 25 years	2.0% x \$21,700 <u>\$434.00</u>
	\$1,110.20
	x 25
	Annual lifetime pension \$27,755.00
	 <i>Plus the temporary bridge benefit (payable to age 65)</i>
	0.6% x \$48,300 \$289.80
	x 25
	<u>\$7,245.00</u>
	Annual pension to age 65 <u>\$35,000.00</u>
	 <b>Pension payable from age 65</b>
	1.4% x \$48,300 \$676.20
	2.0% x \$21,700 <u>\$434.00</u>
	\$1,110.20
	x 25
	Annual lifetime pension <u>\$27,755.00</u>

#### Example 4

#### Reduced pension at age 50 (19 years of credited service)

Age: 50

Best consecutive-five-year average annual earnings: \$70,000

Credited service: 19 years

##### **Pension payable up to age 65**

1.4% x \$48,300 \$676.20

2.0% x \$21,700 \$434.00

\$1,110.20

*Plus the temporary bridge benefit (payable to age 65)*

0.6% x \$48,300 \$289.80

\$1,400

x 19

\$26,600.00

*Minus reduction of 18% (3.6% annually x 5 years)* \$4,788.00

\$21,812.00

##### **Pension payable from age 65**

1.4% x \$48,300 \$676.20

2.0% x \$21,700 \$434.00

\$1,110.20

x 19

\$21,093.80

Minus reduction \$3,796.88

Annual lifetime pension \$17,296.92



# Leaving the Pension Plan Before You Retire

## Vesting

Vesting refers to your legal right to the pension you have earned as a member of the *Pension Plan*—even if you terminate your employment before you retire. You have a vested right to benefits earned as a member of the *Pension Plan* beginning the day you join.

If you leave the *Pension Plan* before you are entitled to an unreduced pension, you will receive the full value of the benefit you have earned as a member to your termination date. At that time, you may elect to:

- Leave your benefit in the *Pension Plan* and receive an unreduced deferred pension starting as early as age 60 (if you terminated your employment on or after May 31, 2010, you may elect an actuarially reduced pension as early as age 50); or
- Transfer the commuted (lump-sum) value of your benefit to an approved locked-in retirement account (LIRA). Income tax rules may limit the maximum amount that can be transferred on a tax-sheltered basis; or
- Transfer the commuted value of your benefit to your new employer's pension plan, provided that plan accepts transfers.

## Locking in

By law, your vested benefit is “locked-in” up to certain *Income Tax Act* limits. The portion of your benefit that is locked-in is transferable to a LIRA (an account that holds locked-in pension funds until they are used for retirement) and cannot be taken as a lump-sum cash payment. Any amount above the *Income Tax Act* limits must be refunded to the member as a lump-sum cash payment.

## Exception for Small Pensions

If the commuted value of your pension is less than 20% of the CPP earnings ceiling (less than \$9,660 in 2011), or, if your annual pension is less than 4% of the CPP earnings ceiling (less than \$1,932 in 2011), it is considered a “small pension.” Small pensions are not locked-in and will be paid to you as a lump-sum cash payment (less withholding tax) or transferred to your personal RRSP (subject to *Income Tax Act* limits).

## Reciprocal transfers out

If your new employer is a public sector employer, you may be eligible for a reciprocal pension transfer. Such an agreement would allow you to transfer your *credited service* from the *Pension Plan* to your new pension plan. This election must be made within a specified time frame as outlined in each agreement.

## The deferred advantage

*The deferred pension option can be a valuable one, for the following reasons:*

- *Once you start collecting a deferred pension, it continues for life.*
- *A deferred pension includes survivor benefits, so it can help protect your survivors.*

## 50% Rule

*When you elect a deferred pension or choose to transfer to a LIRA, if your regular contributions made after 1984 plus interest add up to more than 50% of the commuted value of the pension you have earned after 1984 under the Police Pension Plan, the excess contributions may be refunded to you. If you elect a commuted value transfer, the excess can be paid to you in cash (less withholding tax) or transferred to your personal RRSP (subject to Income Tax Act limits). If you elect a deferred pension, the excess can be paid to you in cash (less withholding tax) or converted to an annuity that will be paid to you biweekly along with your deferred pension.*

The value of your pension benefit will be transferred for crediting of service under the importing pension plan, as applicable.

A list of pension plans with which the *Pension Plan* currently has reciprocal agreements can be obtained by contacting *The Winnipeg Civic Employees' Benefits Program*.

### **Re-employment**

If you are a former *Pension Plan* member who is re-employed with the Winnipeg Police, and you have a deferred pension in the *Pension Plan*, your deferred pension will be cancelled and your *credited service* for this deferred pension will be added to the *credited service* you earn in re-employment. If you had received a refund of excess contributions (50% rule), those contributions must be repaid (with applicable interest) in order to receive the full value of your *credited service*.

## Protecting Your Survivors

Your pension offers you more than just a retirement income. The *Pension Plan* also provides a number of important benefits designed to protect the financial interests of your survivors. Survivor benefits depend on a number of factors, including whether you:

- die before or after you retire
- are an active or deferred *Pension Plan* member
- have a spouse/partner
- have any Dependent Children

### If you die before you retire

#### If you die while you are an active employee

Your *eligible* spouse/partner will receive a lifetime survivor pension equal to 50% of your lifetime pension calculated using your credited service to the date of your death, or a maximum\* 25 years of assumed service, whichever is greater. (\*The 25 years of assumed service cannot exceed the sum of your credited service and the number of years from your death to your 65<sup>th</sup> birthday. For example, if you die at 50 (15 years to age 65) with nine years of credited service, your survivor pension would be calculated using 24 years of assumed service.)

- If you also have one or more Dependent Children at the time of your death, your survivors will receive an additional pension equal to:
  - › 10% while there is one Dependent Child,
  - › 20% while there are two Dependent Children, or
  - › 25% while there are three or more Dependent Children.
- If you do not have a spouse/partner when you die, your Dependent Children will share a survivor pension equal to 50% of your lifetime pension. If your children are under 18 years of age, the benefit must be paid to the legal guardian.
- When a child no longer qualifies as a Dependent Child, his or her pension stops. Payments are then redistributed among the remaining Dependent Children, if any.

If you have a spouse who is *not* an eligible spouse (married less than one year) they will receive a lifetime pension, actuarially calculated, that can be provided by the commuted value of your pension. No additional pension benefit would be payable to any Dependent Children.

If you do not have a spouse/partner or Dependent Children, your beneficiary or estate will receive:

- the commuted value of your pension benefit for all *credited service*, plus
- any excess contributions, plus interest (these are contributions you made after 1984 to the *Pension Plan* that exceed 50% of your pension benefit earned after 1984).

#### Establishing eligibility:

##### Eligible spouse/partner

*means a person who is your spouse/partner throughout the year before — and living with you at the time of — your retirement, termination or death. If he or she has been your spouse for less than a year, evidence of your good health will be required.*

**Dependent Child** means *your unmarried child who is totally or substantially dependent on you for financial support, and is under age 18 (under age 25 if in full-time attendance at an educational institution), or qualified as a Dependent Child on the date of becoming totally disabled.*

**Beneficiary** refers to *the person you name to receive any survivor benefits. Your spouse/partner is automatically entitled to receive survivor benefits under your Plan. Dependent Children are automatically entitled to receive pre-retirement survivor benefits under your Plan. A named beneficiary would only be applicable in the absence of a spouse/partner or eligible Dependent Children. In the absence of a named beneficiary your survivor benefits would be paid to your estate.*

### If you die while you are entitled to a deferred pension, but have not begun to receive payments

- Your spouse/partner will receive the lifetime pension that can be provided by the commuted value of your deferred pension.
- If you do not have a spouse/partner, your beneficiary or estate will receive a taxable lump-sum payment equal to the commuted value of your deferred pension.

Entitlement to the pre-retirement survivor benefit can be waived by a spouse/partner before or after the member's death by signing and filing a waiver with *The Winnipeg Civic Employees' Benefits Program*. This waiver may be revoked with the agreement of the member and the spouse any time before the member's death.

This allows death benefits to be assigned to a beneficiary other than a spouse/partner, for example to dependents from a prior relationship.

### If you die after you retire

If you have a spouse/partner on your retirement date, he or she is entitled to a survivor pension in the event of your death. This pension is paid for life. The amount depends on the

- amount of biweekly lifetime pension at the time of your death, *and*
- form of pension you (and your spouse/partner) selected at retirement.

### Normal form of pension

Under the terms of the *Pension Plan*, your spouse/partner is entitled to a survivor pension equal to at least  $66\frac{2}{3}\%$  of the lifetime pension you were entitled to in retirement.

### Optional forms of pension

Before your pension payments begin, you and your spouse/partner may choose an optional form of pension. To do this, you and your spouse/partner must sign a *Waiver of Joint and Survivor Pension* before your pension starts. The waiver is required only if your spouse/partner is agreeing to accept a pension that is less than the required  $66\frac{2}{3}\%$  survivor pension.

The optional forms of pension include:

- *100% survivor pension*—100% of your lifetime pension will continue to your spouse/partner for his/her life. To cover the cost of this option, your pension will be actuarially reduced.
- *Life pension guaranteed for five, ten or 15 years*—provides a lifetime pension with regular biweekly payments guaranteed for either five, ten or 15 years. If you die before receiving all of the guaranteed payments under the optional form you select, the remaining installments of your lifetime pension will be paid to your beneficiary or estate. To cover the cost of this option, your pension will be actuarially reduced.

### Irrevocable election

You cannot change your form of pension once your first pension payment has been made.

## Other Important Considerations

### Relationship breakdown

Your pension is a family asset. If you and your spouse/partner end your marriage or common-law relationship, the value of the pension you earned during your relationship will be taken into account when your family assets are divided. Under Manitoba's *Pension Benefits Act*, your spouse/partner may claim up to 50% of this pension.

To begin the process of splitting pension credits, you should submit a *Relationship Breakdown Enquiry* form requesting a statement for division of pension. A relationship breakdown cannot be finalized unless the statement has been issued.

### You have three options if your relationship ends before you retire

Option	How it works
<i>50/50 credit split</i>	One half of the commuted value of your pension benefit earned during your period of marriage or common-law relationship will be transferred to a locked-in retirement account (LIRA) or another registered pension plan on behalf of your ex-spouse/partner (or paid in lump sum to the ex-spouse/partner in the case of a small pension). Your credited service and your contributions with interest up to the date of separation will be reduced accordingly.
<i>Split the difference</i>	If your ex-spouse/partner also belongs to a pension plan, you may divide the net difference between your pension benefit and your ex-spouse's/partner's if you both agree in writing. Your credited service and your contributions with interest up to the date of separation will be reduced accordingly.
<i>Opt out</i>	If both you and your ex-spouse/partner agree, you may opt out of dividing your pension benefit by submitting a written agreement to the <i>Pension Plan</i> . The agreement must acknowledge <ul style="list-style-type: none"><li>• each party entered into it voluntarily,</li><li>• both received independent legal advice, and</li><li>• both received a statement from the <i>Pension Plan</i> showing the value of your pension benefit earned during the period of marriage or common-law relationship.</li></ul>

**Spouse** of a member means the person who is married to the member.

**Partner** refers to common-law partner. A common-law partner is a person who is in a registered common-law relationship with the member (per *Vital Statistics Act*); or who is living with the member in a conjugal relationship for at least three years if either of them is married, or for at least one year if neither of them is married.

*Note: While your credited service is reduced under Option 1 and Option 2, this reduces the **amount** of your pension at retirement, but does not affect **when** you qualify for retirement benefits.*

You have two options if your marriage or common-law relationship ends after you retire

Option	How it works
<i>50/50 credit split</i>	Your ex-spouse/partner will receive a lifetime pension from the <i>Pension Plan</i> equal to one-half of the portion of your pension you earned during your marriage or common-law relationship. Your pension will be reduced by this amount.
<i>Opt out</i>	<p>The mandatory division of your pension benefit may be waived if you and your ex-spouse/partner both agree to it in writing. The agreement must acknowledge</p> <ul style="list-style-type: none"><li>• each party entered into it voluntarily,</li><li>• both received independent legal advice, <i>and</i></li><li>• both received a statement from the <i>Pension Plan</i> showing the value of your pension benefit earned during the period of marriage or common-law relationship.</li></ul> <p>If waived, your ex-spouse/partner would continue to be entitled to the survivor benefit chosen at retirement if you predecease him/her.</p>

### Disability Pension

You can continue to earn *credited service* in the *Pension Plan* while you are on sick leave or disability provided you make regular contributions to the *Plan* equal to the average cost of the benefit.

You may apply for a disability pension through the *Pension Plan* if you become totally and permanently disabled and have completed at least 15 years of credited service. Upon approval, your lifetime pension will be paid.





## **THE FINAL WORD**

This booklet provides a summary of the key features of the Winnipeg Police Pension Plan. A complete description of this benefit is contained in the legal documents that govern the Plan. All reasonable steps have been taken to ensure the information provided in this booklet is accurate. If, however, there is any discrepancy between the information provided in this booklet and the official Plan documents and/or legislative/regulatory requirements, the official Plan documents and/or governing legislation will apply.

This booklet outlines the terms of the Plan as it exists currently. The Winnipeg Police Pension Board administers the Plan under the terms of The City of Winnipeg Bylaw No. 126/2011, the “Winnipeg Police Pension Plan”.



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