



**PART III OF THE COLLECTIVE AGREEMENT
PENSION PLAN AGREEMENT**

between

THE CITY OF EDMONTON

- and -

EDMONTON FIRE FIGHTERS' UNION

Duration: December 23, 2007 to December 18, 2010

Edmonton Fire Fighters' Union Collective Agreement
Part III – PENSION PLAN AGREEMENT
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NOTES

1. An asterisk (*) designates a clause that existed in the previous Agreement which has been reworded and/or renumbered.
2. A double asterisk (**) designates a new clause

This portion (Part III) of the Collective Agreement has been printed separately from the rest of the Collective Agreement. References to any other section of the Collective Agreement can be found in the main Collective Agreement document.

PART III OF THE COLLECTIVE AGREEMENT

PENSION PLAN AGREEMENT
(hereinafter called the "Agreement")

between

THE CITY OF EDMONTON
(hereinafter called the "City")

Of The First Part

- and -

EDMONTON FIRE FIGHTERS' UNION
(hereinafter called the "Union")

Of The Second Part

On July 14, 1988, the City and the Union entered into a Pension Plan Agreement which continued a previous Agreement in respect of supplementary pension benefits for Members of the Union.

In 1993, the City and the Union were involved in an Interest Arbitration. One issue at the Interest Arbitration concerned the terms of the 1988 Pension Plan Agreement. In his decision of January, 1993, Arbitrator Christian set out 6 principles upon which the 1988 Pension Plan Agreement was to be amended.

From 1993 to the filing of this Agreement, the City and the Union have continued to operate under the terms of the 1988 Pension Plan Agreement, except that current service costs have been shared on a 45% Union and 55% City basis in accordance with the decision of the Arbitrator.

This Agreement incorporates the Arbitrator's principles, where permissible by the Revenue Rules and the Applicable Pension Laws.

WHEREAS the parties hereto are desirous of continuing an agreement hereinafter called the "Fire Fighters' Supplementary Pension Plan" pursuant to Bylaw No. 9490 in respect of supplementary pension benefits for the members of the Union.

AND WHEREAS such benefits are supplementary to benefits provided by the Local Authorities Pension Plan (as defined hereafter).

III.1. DEFINITIONS

For the purposes of this Plan which is Part III of the Collective Agreement:

- III.1.01. "Actuarial Equivalent" means a benefit of same value but of different form of payment, as determined on a basis of assumptions adopted by the Administrator on the advice of the Actuary and which are in accordance with the Applicable Pension Laws and Revenue Rules, and which are in effect on the date such determination is being made.
- III.1.02. "Actuarial Reserve" means the actuarial present value, as determined by the Actuary, of benefits payable in the future in respect of a period of service already performed, including the portion of those benefits relating to expected future salary and cost of living increases.

- III.1.03. "Actuary" means a person who is a Fellow of the Canadian Institute of Actuaries and who performs actuarial valuations and provides actuarial advice and services at the request of the Administrator pursuant to the provisions of Article III.18.
- III.1.04. "Administrator" means the City of Edmonton.
- III.1.05. "Agreement" means this Pension Plan Agreement between the City of Edmonton and the Edmonton Fire Fighters' Union.
- III.1.06. "Applicable Pension Laws" means the *Employment Pension Plans Act*, S.A. 1986, c.E-10.05, as amended, and any regulation thereto, as amended, as well as any other statute passed by the Government of Alberta applicable to this Plan.
- ** III.1.07. "Approved Leave of Absence" means an approved leave of absence of greater than 10 days granted to a Member by the City and which is recognized for pension purposes under the LAPP.
- * III.1.08. "Average Contributory Earnings" means a Member's average annual contributory earnings under the provisions of the Canada Pension Plan for the four (4) consecutive years of his Pensionable Service during which his annual Pensionable Earnings were the highest.
- * III.1.09. "Average Pensionable Earnings" means a Member's average annual Pensionable Earnings for the four (4) consecutive years of his Pensionable Service during which his annual Pensionable Earnings were the highest. If the Member has less than four (4) years of Pensionable Service, Average Pensionable Earnings will mean the Member's average annual Pensionable Earnings for the Member's total period of Pensionable Service.
- * III.1.10. "City" means the City of Edmonton.
- * III.1.11. "Commutated Value" means the actuarial present value of the benefit under this Plan computed on the basis of actuarial assumptions adopted by the Administrator on the advice of the Actuary and which are calculated pursuant to Section 37(3) of the *Employment Pension Plans Act*, S.A. 1986, c.E-10.05, as amended, and which comply with the Revenue Rules.
- * III.1.12. "Current Service" means service of a Member on or after January 1, 1973 including approved leaves of absence of less than or equal to 10 days up to his date of retirement or date of termination providing all Member Current Service Contributions required by this Plan have been made in respect of such service.
- * III.1.13. "Current Service Contributions" means the contributions provided for in Articles III.4.01 up to and including III.4.04.
- * III.1.14. "Dependent Child" means:
a) a child of the Member; or
b) a child living in the Member's household for whom the Member was in *loco parentis*; who, at the date of the Member's death, was financially dependent upon the Member for support and who is less than eighteen (18) years of age.

- * III.1.15. "Designated Beneficiary" means:
 - a) the person designated by the Member as the beneficiary of any benefit payable under this Plan; or
 - b) if the person designated as the beneficiary is not living or if no other person has been validly designated, the Member's estate.
- * III.1.16. "Employee Contribution Excess" means the amount equal to the excess, if any, of the Member Current Service Contributions plus Interest over fifty percent (50%) of the Commuted Value of the benefit earned over the Member's period of Current Service.
- * III.1.17. "Employee Optional Service Contribution Excess" means the amount equal to the excess, if any, of the Member Optional Service Contributions plus Interest over the Commuted Value of the benefit earned over the Member's period of Previous Service and Approved Leave of Absence.
- * III.1.18. "Former City Service" means continuous employment of a Union (or its' predecessor) Member with the City immediately before January 1, 1973.
- * III.1.19. "Former Member" means a Member whose employment is terminated for any reason other than death, disability, or retirement, and who retains a present or future entitlement to receive a benefit under the Plan.
- * III.1.20. "Interest" means the interest credited to each Member's Account as described under Article III.4.06.
- * III.1.21. "LAPP" means the Local Authorities Pension Plan as established pursuant to the Public Sector Pension Plans Act, S.A. 1993, c.P-30.7, as amended, or such other pension plan that may be established pursuant to Section 15 of Schedule 1 to that Act.
- * III.1.22. "Locked-In Retirement Account" means a registered retirement savings plan that meets the conditions prescribed by the Employment Pension Plans Act, S.A. 1986, c.E-10.05, as amended, and the regulations thereto as amended.
- * III.1.23. "Maximum Pension Limit" means the lesser of :
 - a) two percent (2%) of the Member's Average Pensionable Earnings in the three consecutive years in which his Pensionable Earnings were the highest; or
 - b) \$1,722.22, or such higher amount that is permitted under the Revenue Rules at the date of determination of any benefit.
- * III.1.24. "Member" means a permanent employee of the City of Edmonton who is subject to the provisions of the collective agreement between the City and the Union.
- * III.1.25. "Member's Account" means a Member's total Current Service Contributions and Optional Service Contributions to this Plan, accumulated with Interest.
- * III.1.26. "Normal Annual Pension Benefit Under the LAPP" for the sole purpose of calculating the benefits payable under this Plan means the annual pension payable, or which would be payable in the absence of any transfer out to another body under a reciprocal agreement under Schedule 1 of the Public Sector Pension Plans Act, S.A. 1993, c.P-30.7, as amended, to:
 - a) a Member under the LAPP in the normal form (payable for the life of the Member or for five (5) years, whichever is longer); or

b) if the Member has a Spouse at the Retirement Date, the annual pension payable to the Member or his Spouse under the LAPP in the form of a joint-life pension reducible by one-third (1/3),

but in any case, only that portion as pertains to his Pensionable Service under this Plan. For the purposes of determining the early retirement reduction under LAPP, all pensionable service under the LAPP is to be used.

- ** III.1.27. "Optional Service Contributions" means the contributions provided for in Article III.4.05.
- * III.1.28. "Pension Committee" means the body of persons established pursuant to Article III.19 of this Plan.
- * III.1.29. "Pensionable Earnings" means:
- a) a Member's basic regular rate of pay for the performance of the regular duties of his employment; and
 - ** b) service pay, as defined in Part 1 of the collective agreement between the City and the Union; and
 - ** c) acting pay for a Member who relieves for the majority of a calendar year, as specified in Part I of the collective agreement between the City and the Union; and
 - ** d) pay in lieu of statutory holidays for a Member who works ten (10) and fourteen (14) hour shifts to average forty-two (42) hours per week; and
 - ** e) statutory holiday pay or other remuneration as allowed under the LAPP and which are adopted in writing by the parties to this Agreement.
- * III.1.30. "Pensionable Service" means the sum of:
- a) a Member's Current Service including approved leaves of absence without pay provided for under the LAPP;
 - b) Former City Service; and
 - * c) any Previous Service and Approved Leave of Absence which the Member has purchased in accordance with this Plan;
- not exceeding thirty-five (35) years in aggregate, which Pensionable Service shall include years and fractions of a year, except that any service which is not recognized as eligible pensionable service under the LAPP is not Pensionable Service under this Plan.
- * III.1.31. "Plan" means the Fire Fighters' Supplementary Pension Plan provided for and continued in this Agreement either in its present form or in any amended form.
- * III.1.32. "Plan Fiscal Year" means the calendar year.
- * III.1.33. "Potential Service" means any period of years and fractions of a year during which a Member could have remained in the employ of the City up to his sixtieth (60th) birthday had such Member not died, provided that in no case shall Potential Service plus Pensionable Service exceed thirty-five (35) years in aggregate.
- * III.1.34. "Previous Service" for service on or before January 1, 1992 means any service:
- a) with the City, other than Former City Service or Current Service;
 - b) with any other participating local authority under the LAPP;
 - c) with any corporate or statutory body with whom a reciprocal agreement is entered into under the LAPP;
 - d) with any approved public body recognized under the LAPP; or

- e) with the Allied Forces during wartime military service or peacetime military service in Canadian Forces or RCMP service.
- * III.1.35. "Previous Service" for service after January 1, 1992 and before May 8, 2008 means any service:
- a) which is recognized for pension purposes under the LAPP for which Member Current Service has not accrued under this Plan; or
 - ** b) during which an approved leave of absence of greater than 10 days was granted to the Member by the City and which is recognized for pension purposes under the LAPP.
- ** III.1.36. "Previous Service" for service on or after May 8, 2008 means any service which is recognized for pension purposes under the LAPP rendered prior to the date of participation in this Plan for which Member Current Service has not accrued under this Plan.
- * III.1.37. "Retired Member" means a:
- a) Member whose service has terminated by reason of retirement and who is receiving retirement benefits pursuant to the Plan; or
 - b) Former Member who is receiving retirement benefits pursuant to the Plan.
- * III.1.38. "Retirement Date" means the date on which a Member elects to receive pension benefits under this Plan in accordance with Article III.12.
- * III.1.39. "Revenue Rules" means the provisions of the Income Tax Act (Canada), and any relevant regulations thereto, as they may be amended from time to time, pertaining to pension plans or funds registered under the Income Tax Act (Canada) as they are applicable to the Plan.
- * III.1.40. "RPP" means a pension plan registered pursuant to the provisions of the Applicable Pension Laws and Revenue Rules.
- * III.1.41. "RRSP" means a registered retirement savings plan as defined by the Revenue Rules.
- * III.1.42. "Spouse" means, in relation to a Member:
- a) the person who at the relevant time is married to the Member and has not been living separate and apart from the Member for three or more consecutive years;
- OR
- ** b) if there is no person under subparagraph (a), the person who, immediately preceding the relevant time, has lived in a marriage – like relationship with the Member
 - i. for a continuous period of at least three years, or
 - ii. of some permanence, if there is a child of the relationship by birth or adoption.
- * III.1.43. "Supplementary Pension" means the pension benefit payable under this Plan to a Member or his Spouse or his Designated Beneficiary or on behalf of his Dependent Child and is payable in addition to the benefits payable under the LAPP.
- * III.1.44. "Trust Agreement" shall mean the agreement, of which this Plan document forms a part, between the City and the Trustee to hold the assets of the Plan in trust and to administer the Trust Fund in accordance with terms set out and in accordance with the Applicable Pension Laws and Revenue Rules.
- * III.1.45. "Trustee" shall mean the Canadian trust company selected by the City to hold the Trust Fund and to administer the Trust Fund in accordance with the provisions of the Trust Agreement.

- * III.1.46. "Trust Fund" means the fund held by the Trustee pursuant to the Trust Agreement between the City and the Trustee established to hold the assets of the Plan.
- * III.1.47. "Union" means the Edmonton Fire Fighters' Union or its successor.
- * III.1.48. "Year's Maximum Pensionable Earnings" or "YMPE" means the year's maximum pensionable earnings established each year under the Canada Pension Plan Act, R.S.C. 1985, c.C-8 as amended from time to time, or any successor legislation thereto.

III.2. INTERPRETATION

- III.2.01. The Plan is designed, written and administered to comply with the requirements for registration under the Applicable Pension Laws and Revenue Rules. The Plan and its application and interpretation will be governed exclusively by the laws prevailing in the Province of Alberta and the federal laws of Canada, if applicable.
- III.2.02. No person shall have any rights in or to the assets of the Plan or any part thereof, or under the Plan, except as, and only to the extent expressly provided for, in this Plan.
- III.2.03. The amount of a benefit payable under the Plan shall not cause the annual retirement income benefits payable in respect of the person entitled to receive the benefit, under the defined benefit provisions of all RPPs in which the City participates, to exceed, in total, the annual retirement income limits provided for under the Revenue Rules.
- III.2.04. Each term of this Plan is distinct and severable. If any term of this Plan is determined by a Court of competent jurisdiction to be void or unenforceable, in whole or in part, then such void or unenforceable term or part thereof may be severed from the remainder of this Plan and such severance shall not affect or impair the enforceability or validity of the balance of the Plan.
- III.2.05. The masculine gender shall include the feminine gender and the singular shall include the plural and vice versa, unless the context indicates otherwise.
- III.2.06. The captions and headings appearing in the Agreement are inserted merely to facilitate reference and shall have no bearing on the interpretation of its provisions.
- III.2.07. No action or failure to act by a party shall constitute a waiver of any right or duty of that party under the Agreement except as specifically agreed in writing.
- III.2.08. This Agreement shall enure to the benefit of and be binding upon the parties of this Agreement and their respective successors and permitted assigns.
- III.2.09. The provisions of the Plan are effective from the date of execution.

III.3. MEMBERSHIP

III.3.01. All Members shall participate in this Plan with effect from their first day worked while subject to the collective agreement between the City and the Union, provided that the Member is an active member of the LAPP.

III.3.02. In order to be eligible to receive pension benefits under the provisions of this Plan, a Member must meet the age and Pensionable Service requirements set forth in this Agreement.

III.3.03. Membership in the Plan continues for as long as the person is a Member.

III.3.04. RE-EMPLOYMENT OF RETIRED MEMBER

If a Retired Member of the Plan who has commenced receiving his Supplementary Pension under this Plan re-commences employment with the City, he is not eligible to become a Member of this Plan and payment of his Supplementary Pension is to continue.

III.4. MEMBER CONTRIBUTIONS

III.4.01. CURRENT SERVICE

With respect to Current Service after December 31, 1991, Member contributions to the Plan shall be forty-five percent (45%) of the normal actuarial cost as certified by the Actuary.

III.4.02. Current Service Contributions shall be made by each Member by bi-weekly payroll deduction.

III.4.03. Member contributions with respect to Current Service shall cease upon the earliest of:

- a) the Member's Retirement Date;
- b) the date of cessation of membership in the Plan; or
- c) the date the Member has accrued thirty-five (35) years in aggregate of Pensionable Service.

III.4.04. Notwithstanding anything to the contrary in Article III.4, the amount of contribution which may be made by a Member in a calendar year pursuant to Article III.4.01, when combined with the contribution made by the Member pursuant to the LAPP in that same calendar year, may not exceed the maximum employee contribution permitted by the Revenue Rules for that same calendar year.

**** III.4.05. PREVIOUS SERVICE AND APPROVED LEAVE OF ABSENCE**

** III.4.05.01. Subject to Article III.4.05.03, a Member who has Previous Service, which is pensionable service under the LAPP, may purchase his Previous Service on an Actuarial Reserve basis under this Plan in accordance with this Article. A Member who has an Approved Leave of Absence, which is pensionable service under the LAPP, may purchase his Approved Leave of Absence. A Member's cost to purchase his Approved Leave of Absence shall be one hundred percent (100%) of the normal actuarial cost as certified by the Actuary and in effect during the Approved Leave of Absence, applied to the Pensionable Earnings in effect at the beginning of the Approved Leave of Absence, plus Interest thereon from the date that the Approved Leave of Absence commenced to the date of payment to the Plan.

- ** III.4.05.02. The Previous Service must be applied for by the Member prior to the Retirement Date, or the date of death or termination of service, whichever first occurs. The Approved Leave of Absence must be applied for by the Member on or after May 8, 2008 and by April 30 of the year following the year in which the Approved Leave of Absence terminated. Any application to purchase an Approved Leave of Absence that is received before May 8, 2008 or after April 30 of the year following the year in which the Approved Leave of Absence terminated shall be purchased on an Actuarial Reserve basis.
- * III.4.05.02.01. The application under Article III.4.05.02 shall be in writing and in a form approved by the Administrator.
- * III.4.05.02.02. After receiving an application under Article III.4.05.02, the Administrator shall advise the Member in writing of the cost to purchase the Previous Service or the Approved Leave of Absence, whichever is applicable.
- * III.4.05.02.03. The Member may pay the cost by lump sum payment or by bi-weekly payroll deduction.
- * III.4.05.02.04. Where a Member chooses to pay by a lump sum payment, the required amount under Articles III.4.05.01 and III.4.05.02 must be paid in full within ninety (90) days of the date of the notice advising the Member of the cost.
- * III.4.05.02.05. Where a Member chooses to pay by bi-weekly payroll deduction, the Member must authorize the City in writing to withhold the bi-weekly amount and the first payment must be withheld from the Member's remuneration within ninety (90) days of the date of the notice under Article III.4.05.02.02. Payments by bi-weekly payroll deduction must be paid to the Plan over a maximum period of ten (10) years.
- III.4.05.02.06. In the case of bi-weekly payments, interest shall be charged at the rate recommended by the Actuary and adopted by the Administrator.
- * III.4.05.03. A Member shall not make payments under this Plan on any Previous Service or any Approved Leave of Absence which has not been purchased under the LAPP.
- * III.4.05.04. Subject to Article III.4.05.05 and Article III.4.05.06, for purchase of Previous Service with the City or with any other participating local authority defined under the LAPP, or other previous service which is recognized under the LAPP and applied for after December 31, 1993, payments to purchase such service must be paid to the Plan by the applicable Member and shall be equal to one hundred percent (100%) of costs established by the Actuarial Reserve method amortized over a maximum period of ten (10) years.
- III.4.05.05. For the purchase of Previous Service applied for before January 1, 1994, Member contributions to the Plan shall be:
 - * III.4.05.05.01. For service with the City or with any other participating local authority defined under the LAPP, Member contributions to the Plan shall be equal to two point four five percent (2.45%) of Pensionable Earnings, plus interest thereon established pursuant to Article III.4.05.02.06, based on the salary applicable during the period of Previous Service being purchased.

- * III.4.05.05.02. Subject to Article III.4.05.06, for other Previous Service as defined in this Plan which is recognized under the LAPP, Member contributions to the Plan shall be equal to two point four five percent (2.45%) of Pensionable Earnings plus interest thereon established pursuant to Article III.4.05.02.06, based on the Member's Pensionable Earnings at the time of application to purchase such Previous Service.
- III.4.05.06. Where Previous Service with an approved public body has been purchased under the LAPP in accordance with rules in effect before July 1, 1979, the cost of purchasing such Previous Service under this Plan shall be based on the same pensionable earnings as was used in calculating the cost of such previous service under the LAPP.
- III.4.05.07. In respect of contributions made under Article III.4.05.05 or payment under Article III.4.05.04, Interest, at the rate determined in accordance with the provisions of Article III.4.06, shall be allowed from the date of their deposit in the manner established under the Plan.
- * III.4.05.08. Any part of the Previous Service cost or Approved Leave of Absence cost unpaid on the Member's termination of employment, or retirement shall be paid in full as a lump sum within ninety (90) days of receiving notice from the Administrator.
- * III.4.05.08.01 Where any part of the Previous Service or Approved Leave of Absence remains unpaid after the Member's death or after the ninety (90) days referenced in Article III.4.05.08, the Administrator shall provide a benefit on that portion of the Previous Service or Approved Leave of Absence, as applicable, for which the Member has paid.

III.4.06. INTEREST

Interest shall be credited on each Member's contributions at the rate that is calculated on and as of the first day of the calendar year on the basis of the average of the yields of five (5) year personal fixed term chartered bank deposit rates maintained by Statistics Canada as CANSIM Series B14045, over the most recent twelve (12) month period for which the rates are available and, where that rate results in a portion of one percent (1%) that is expressed otherwise than as a multiple of a full one-tenth (1/10th) of one percent (1%), rounded downwards to the next full one tenth (1/10th) of one percent (1%).

- III.4.06.01. Interest shall be applied on the first day of each calendar year with respect to all contributions with interest accumulated up to the end of the calendar year immediately preceding the most recently completed calendar year.
- III.4.06.02. Interest shall be applied on the first day of each calendar year to contributions made during the most recently completed calendar year at one-half (1/2) of the applicable rate provided by Article III.4.06.
- III.4.06.03. Where a person becomes entitled to have a benefit, other than a Supplementary Pension, paid to him or transferred, interest shall be applied to the end of the month immediately preceding the date of payment,
 - III.4.06.03.01. at the rate calculated by dividing three hundred sixty-five (365) into the product of the number of days in the uncompleted calendar year with respect to which interest is to be paid and the applicable rate provided for by Article III.4.06 at the end of the immediately preceding calendar year, and
 - III.4.06.03.02. to contributions made during the more recent uncompleted calendar year, at one-half (1/2) of the rate applied under Article III.4.06.

III.5. CITY CONTRIBUTIONS

- III.5.01. With respect to Current Service after December 31, 1991, City contributions to the Plan shall be fifty-five (55%) percent of the normal actuarial cost as certified by the Actuary.
- III.5.02. The amount of contributions which may be made by the City shall be in compliance with the Revenue Rules. Such City contributions shall be paid bi-weekly.

III.6. ADJUSTMENTS TO CONTRIBUTION RATES

- III.6.01. The Actuary appointed for the purpose of carrying out an actuarial valuation of the Plan shall determine the total bi-weekly normal actuarial cost as part of any actuarial valuation prepared in accordance with the provisions of Article III.18.03.
- III.6.02. For any actuarial valuation prepared on or after December 31, 1991, the Member's bi-weekly normal actuarial cost shall be increased or decreased, as applicable, effective from the third (3rd) bi-weekly pay period after receipt and review by the Administrator of the actuarial valuation report prepared in accordance with the provisions of Article III.18.03.
- III.6.03. In the event that a Member or the City makes a contribution to the Plan which would cause the Plan's registration to be revocable under the Revenue Rules, then such contributions shall be returned to the Member or the City, as applicable, subject to receiving the consent of the Superintendent of Pensions.

III.7. SURPLUS AND DEFICITS

- III.7.01. At each valuation date the Actuary appointed pursuant to Article III.18.03 for the purpose of carrying out an actuarial valuation of the Plan shall also determine the financial position of the Plan at that time and, in particular, determine whether the Plan has an actuarial surplus, an unfunded liability, or a solvency deficiency.
- III.7.02. If an actuarial valuation of the Plan prepared pursuant to Article III.18.03 reveals an unfunded liability such unfunded liability or solvency deficiency shall be amortized over a period or periods determined and paid in accordance with the Applicable Pension Laws and Revenue Rules.
- * III.7.03. The Actuary appointed for the purpose of carrying out an actuarial valuation shall also perform such analysis as may be required to determine any net actuarial gain or loss produced since the immediately preceding valuation date. All actuarial gains and losses shall be first applied to adjust any unfunded liabilities or solvency deficiency referenced under Article III.7.01 in accordance with the Applicable Pension Laws.
- ** III.7.04. The City and the Union agree to cost share any unfunded liability that arises under this plan on the basis that the City shall pay fifty-five percent (55%) and the Members shall pay forty-five percent (45%) of any unfunded liability pursuant to the decision of Arbitrator Christian in the Matter of a Reference to Mediation Arbitration between the City of Edmonton and the City of Edmonton Fire Fighters' Union dated January 22, 1993.
- ** III.7.05. The treatment of excess assets will comply with the Applicable Pension Laws.
- III.7.05.01. For the purposes of Article III.7.05 excess assets have the meaning assigned under the Applicable Pension Laws.

- **
III.7.06. The Plan qualifies as a publicly funded plan in accordance with the Applicable Pension Laws and shall be exempt from remitting solvency special payments while the Plan is ongoing.

III.8. MODIFICATION OR TERMINATION OF THE PLAN

III.8.01. The City and the Union, by mutual agreement, or as a result of collective bargaining, may alter or amend the Plan or any part thereof in such manner as they may determine or terminate the Plan, provided that no alteration or amendment of the Plan or termination shall permit any part of the assets being held with respect to this Plan to be used or diverted to purposes other than the payment of benefits as set out in this Agreement. The foregoing does not apply to funds, if any, as may remain at termination of the Plan after satisfaction of all liabilities under the Plan.

III.8.02. MODIFICATION

III.8.02.01. The City shall prepare any amendments to the Plan which are agreed to or result from collective bargaining.

III.8.02.02. Changes to this Agreement may be made at any time, provided that the changes are incorporated into a written amending agreement to this Agreement and executed by authorized representatives of the parties to the Agreement.

III.8.02.03. No amendment made hereafter shall retroactively reduce the benefits accrued to any Member up to the date of such amendment, except and only to the extent necessary to avoid revocation of the Plan's registration under the Revenue Rules.

III.8.02.04. Nothing contained in the foregoing shall increase the liability of the City in respect to the Plan as set forth in Articles III.5 and III.6.

III.8.03. TERMINATION

In the event of the termination of the Plan, Members are fully vested.

III.8.03.01. On termination of the Plan, all Members shall be entitled to the benefits accrued to the date of termination of the Plan. If assets are insufficient on Plan termination, the deficit will be funded in accordance with the Applicable Pension Laws and Revenue Rules.

III.8.03.02. Notwithstanding Article III.8.02.03, no reduction of accrued pension benefits shall be made except:

- a) upon termination of the Plan;
- b) when there are insufficient funds; and
- c) the reduction in pension benefits is authorized by the Applicable Pension Laws.

III.8.04. Notwithstanding the foregoing, the City may, with the consent of the Superintendent of Pensions, postpone the liquidation and sale of any of the assets of the Plan to avoid a distress sale.

- * III.8.05. The application of funds under Article III.8.03.01 shall be in accordance with a non-discriminatory formula that meets the requirements of the Applicable Pension Laws and has been agreed to by the City and the Union, on the basis of pension benefits accrued to the date of termination of the Plan under the provisions of this Plan. When the application of such funds has been calculated on the foregoing basis, the Plan shall be terminated and the respective interests calculated and distributed, such distribution to be in the form of annuity contract, Locked-In Retirement Account, RRSP, or RPP as permitted by the Applicable Pension Laws and Revenue Rules.
- III.8.06. Notwithstanding any other provision of this Plan, the amount of payment or benefit payable under the provisions of Article III.8 herein shall not exceed the entitlement accrued by the Member or Former Member as at the date of termination of the Plan.
- ** III.8.07. The disposition of any surplus assets upon termination of the Plan after meeting the requirement of Article III.8.03 will be negotiated between the City and the Union, subject to the Applicable Pension Laws.

III.9. DISABILITY

III.9.01. A Member shall be deemed to be disabled for the purposes of this Plan if :

- III.9.01.01. the Member is receiving disability benefits under the City's long term disability plan as a result of a physical or mental impairment; and
- III.9.01.02. the disability has been certified in writing by a qualified medical doctor, licensed to practice medicine in Canada; and
- III.9.01.03. the disability prevents the Member from performing the duties of employment in which the Member was engaged before the commencement of the disability.

III.9.02. The disability of the Member shall be deemed to cease on the earlier of the date on which the Member ceases to qualify as disabled in accordance with the requirements of Article III.9.01 and the Member's sixtieth (60th) birthday.

III.9.03. During the continuance of disability of a Member pursuant to Article III.9.01, for the purposes of the Plan:

- III.9.03.01. Pensionable Earnings shall be deemed to be equivalent to the Member's annualized rate of Pensionable Earnings in effect immediately before becoming disabled, adjusted to reflect any general increases negotiated for the disabled Member's position, between the City and the Union;
- III.9.03.02. Pensionable Service shall continue to accrue in full;
- III.9.03.03. the disabled Member shall continue to make contributions to the Plan in accordance with the provisions of Article III.4; and
- III.9.04. the City shall continue to make contributions to the Plan in accordance with the provisions of Article III.5.

- III.9.05. Should a Member cease to be disabled, he may elect to retire, provided he is then eligible. If the Member:
- a) does not return to active employment with the City; and
 - b) is not eligible to retire or does not elect to retire,
- then the Member shall be deemed to terminate employment in accordance with Article III.11 on the date the Member ceases to be disabled.

III.10. DEATH BENEFITS BEFORE RETIREMENT

III.10.01. MEMBERS OR FORMER MEMBERS WITH TWO OR MORE YEARS OF PENSIONABLE SERVICE

In the event that a Member or Former Member who has two (2) or more years of Pensionable Service dies before his Retirement Date, the following shall apply:

III.10.01.01. If the Member or Former Member is survived by his Spouse:

III.10.01.01.01. Subject to Article III.10.01.01.02, the surviving Spouse shall be entitled to an annual pension equal to fifty percent (50%) of two percent (2%) of the Member's or Former Member's Average Pensionable Earnings at the date of his death

in the case of a Member or Former Member who has ten (10) or more years of Pensionable Service, multiplied by the sum of the Member's or Former Member's Pensionable Service and Potential Service; and,

in the case of a Member or Former Member who has less than ten (10) years of Pensionable Service, multiplied by the sum of the Member or Former Member's Pensionable Service

from which shall be deducted the annual pension the surviving Spouse is entitled to receive under the LAPP corresponding to the Member's or Former Member's Normal Annual Pension Benefit Under the LAPP.

III.10.01.01.02. Subject to the provisions of Articles III.10.01.01.03, III.10.01.01.04, III.10.01.01.05 and III.10.01.01.08, the minimum pension payable to the surviving Spouse from the Plan under this Article shall be fifty percent (50%) of the Supplementary Pension the Member or Former Member would have received under this Plan based on his Pensionable Service to the date of his death.

* III.10.01.01.03. Subject to Article III.10.01.01.08, one-twelfth (1/12) of the pension payable under Articles III.10.01.01.01 or III.10.01.01.02 shall be payable monthly in arrears to the surviving Spouse, for her remaining lifetime, commencing at the end of the month in which the Member or Former Member dies and shall cease following the payment made with respect to the month in which the surviving Spouse dies.

* III.10.01.01.04. In the event of the death of the surviving Spouse following the death of the Member or Former Member before payment of a total of sixty (60) months of the Member's or Former Member's Supplementary Pension, the surviving Spouse's pension benefit shall cease following the payment made with respect to the month in which the Spouse's death occurs. The Administrator shall pay to the Spouse's estate a lump sum equal to the Commuted Value of the balance of the sixty (60) payments, if any.

III.10.01.01.05. Notwithstanding Articles III.10.01.01.01 and III.10.01.01.02, on the first day of the month following the month in which the Member or Former Member would have attained age sixty-five (65) had he not died, the Supplementary Pension payable to the surviving Spouse shall be reduced by three tenths of one percent (0.3%) of the Member's or Former Member's Average Contributory Earnings, multiplied by his years of Pensionable Service on or after January 1, 1966, computed to the nearest completed month thereof.

III.10.01.01.06. If the Member or Former Member has ten (10) or more years of Pensionable Service and is also survived by one or more Dependent Children after the Member's or Former Member's death, the surviving Spouse shall receive an additional pension benefit for each Dependent Child, up to a maximum of four (4) Dependent Children, payable monthly in arrears, equal to one-twelfth (1/12) of ten percent (10%) of the following amount:

two percent (2%) of the Member's or Former Member's Average Pensionable Earnings at the date of his death

in the case of a Member, multiplied by the sum of the Member's Pensionable Service and Potential Service; and, in the case of a Former Member, multiplied by the Former Member's Pensionable Service.

* III.10.01.01.07. The pension benefit payable on behalf of each of the Dependent Children referred to in Article III.10.01.01.06 shall be payable monthly in arrears to the surviving Spouse, commencing at the end of the month in which the Member or Former Member dies, and shall cease following the payment made with respect to the month in which the Dependent Child attains the age of eighteen (18) years, or the month in which such Dependent Child dies, whichever occurs first.

III.10.01.01.08. If the surviving Spouse elects to receive a lump sum payment under the LAPP in lieu of the pension benefit she would otherwise be entitled to receive under the LAPP, such surviving Spouse shall not be entitled to any pension benefits under this Plan, but shall receive instead a lump sum amount equal to twice the total of the Member's or Former Member's Current Service Contributions to the Plan plus Interest. The surviving Spouse shall also be entitled to a lump sum amount equal to the Member's or Former Member's Optional Service Contributions plus Interest.

III.10.01.02. If the Member or Former Member has ten (10) or more years of Pensionable Service, is not survived by his Spouse, and is survived by one or more Dependent Children:

III.10.01.02.01. The guardian or trustee of the Dependent Children shall be entitled to a pension benefit, payable monthly in arrears, for each Dependent Child up to a maximum of four (4) Dependent Children equal to one-twelfth (1/12) of fifteen percent (15%) of the following amount:

two percent (2%) of the Member's or Former Member's Average Pensionable Earnings at the date of his death,

in the case of a Member multiplied by the sum of the Member's Pensionable Service and Potential Service and, in the case of a Former Member, multiplied by the Former Member's Pensionable Service.

- * III.10.01.02.02. One-twelfth (1/12) of the pension benefit payable on behalf of each Dependent Child referred to in Article III.10.01.02.01 shall be payable monthly in arrears to the guardian or trustee, commencing at the end of the month in which the Member or Former Member dies, and shall cease following the payment made with respect to the month in which the Dependent Child attains the age of eighteen (18) years, or the month in which the Dependent Child dies, whichever occurs first.
- III.10.01.03. If the Member or Former Member is not survived by his Spouse, has less than ten (10) years of Pensionable Service and is survived by his Dependent Children, they shall share equally in a lump sum amount equal to twice the total of the Member's or Former Member's Current Service Contributions to the Plan plus Interest. The Dependent Children shall also be entitled to a lump sum amount equal to the Member's or Former Member's Optional Service Contributions plus Interest.
- * III.10.01.04. If the Member or Former Member is not survived by a Spouse or by any Dependent Children, the Designated Beneficiary shall be entitled to a lump sum amount equal to the total of the Member's or Former Member's Current Service Contributions plus Interest. The Designated Beneficiary is also entitled to a lump sum amount equal to the Member's or Former Member's Optional Service Contributions plus Interest.

III.10.02. MEMBERS OR FORMER MEMBERS WITH LESS THAN TWO YEARS OF PENSIONABLE SERVICE

In the event that a Member or Former Member who has less than two (2) years of Pensionable Service dies before his Retirement Date, the following shall apply:

- * III.10.02.01. If the Member or Former Member is survived by his Spouse, the surviving Spouse shall be entitled to a lump sum amount equal to twice the total of the Member's or Former Member's Current Service Contributions to the Plan plus Interest. The surviving Spouse shall also be entitled to a lump sum amount equal to the Member's or Former Member's Optional Service Contributions plus Interest.
- * III.10.02.02. If the Member or Former Member is not survived by his Spouse but is survived by any Dependent Children, they shall share equally in a lump sum amount equal to twice the total of the Member's or Former Member's Current Service Contributions to the Plan plus Interest. The Dependent Children shall also be entitled to a lump sum amount equal to the Member's or Former Member's Optional Service Contributions plus Interest.
- * III.10.02.03. If the Member or Former Member is not survived by his Spouse or any Dependent Children, the Designated Beneficiary shall be entitled to a lump sum amount equal to the Member's or Former Member's Current Service Contributions plus Interest. The Designated Beneficiary is also entitled to a lump sum amount equal to the Member's or Former Member's Optional Service Contributions plus Interest.

III.10.03. COMPLIANCE WITH THE APPLICABLE PENSION LAWS

- III.10.03.01. Article III.10.03 is applicable in its entirety in the event that a Former Member who terminated after December 31, 1996, or a Member, dies on or after January 1, 1997 and after the date that such Member or Former Member has completed two (2) years of continuous membership in the Plan.
- III.10.03.02. In the circumstances described in Article III.10.03.01, where there is a surviving Spouse, the Spouse may choose:

- III.10.03.02.01. The pension benefit that the surviving Spouse is otherwise entitled to receive pursuant to Article III.10.01.01.01; or
- III.10.03.02.02. If the surviving Spouse elects to receive a lump sum payment under the LAPP in lieu of the pension benefit she would otherwise be entitled to receive under the LAPP, such surviving Spouse shall not be entitled to any pension benefits under this Plan, but shall receive instead an amount equal to the greater of the amount specified in Article III.10.01.01.08, or the sum of:
- * III.10.03.02.03. a) the Member's or Former Member's Current Service Contributions plus Interest and Optional Service Contributions plus Interest for the Member's or Former Member's Pensionable Service before January 1, 1997; and
 - b) sixty percent (60%) of the Commuted Value of the Member's or Former Member's Supplementary Pension for the Member's or Former Member's Pensionable Service on and after January 1, 1997 and before January 1, 2000, plus Employee Contribution Excess and Employee Optional Service Contribution Excess relating to that period; and
 - c) the Commuted Value of the Member's or Former Member's Supplementary Pension for the Member's or Former Member's Pensionable Service on and after January 1, 2000, plus Employee Contribution Excess and Employee Optional Service Contribution Excess relating to that period.
- III.10.03.03. If the surviving Spouse selects the payment option under Article III.10.03.02.02:
- III.10.03.03.01. The amount specified in Article III.10.03.02.03(a) may be paid in a lump sum or be transferred to an RRSP; and
- * III.10.03.03.02. The Commuted Value specified in Articles III.10.03.02.03(b) and III.10.03.02.03(c) shall be transferred to a Locked-In Retirement Account, and the Employee Contribution Excess and Employee Optional Service Contribution Excess shall be paid in a lump sum.
- * III.10.03.04. If the Member or Former Member is not survived by his Spouse, the Designated Beneficiary shall be entitled to an amount equal to:
 - a) the Member's or Former Member's Current Service Contributions and Optional Service Contributions to the Plan plus Interest for the Member's or Former Member's Pensionable Service before January 1, 2000; and
 - b) the Commuted Value of the Member's or Former Member's Supplementary Pension for the Member's or Former Member's Pensionable Service on and after January 1, 2000, plus Employee Contribution Excess and Employee Optional Service Contribution Excess relating to that period.
- III.10.03.05. If the Designated Beneficiary is entitled to an amount pursuant to Article III.10.03.04, then the amount shall be paid in a lump sum.
- III.10.03.06. In the event that a Member or Former Member who has more than two (2) years of Pensionable Service but less than five (5) years of Pensionable Service dies on or after January 1, 1997, his surviving Spouse or Designated Beneficiary, as the case may be, is entitled to the benefits provided for in the entirety of Article III.10.02, as modified by the entirety of Article III.10.04.

- * III.10.03.07. If, at the expiry of the payments to the Dependent Children under Article III.10.01.02, the aggregate of the payments does not equal at least the Member's or Former Member's Current Service Contributions and Optional Service Contributions to the Plan plus Interest, the difference between the amounts paid under Article III.10.01.02 and the value of the Member's or Former Member's Current Service Contributions and Optional Service Contributions with Interest shall be paid to the Member's or Former Member's Designated Beneficiary.
- III.10.03.08. Not more than fifty percent (50%) of the Commuted Value of the Member's Supplementary Pension, so far as it relates to the Member's Current Service on and after January 1, 1997, may be provided by the Member's Current Service Contributions with Interest, made on or after that date.
- ** III.10.03.09. At any time prior to the earlier of the Member's retirement or death, a Member's Spouse may waive the right to receive pre-retirement death benefits from the Plan in accordance with Articles III.10.01, III.10.02, and III.10.03 of this Article III.10 by completing the form of waiver prescribed by the Applicable Pension Laws. If this prescribed waiver has been returned to the City in the prescribed manner, any benefits payable in accordance with Articles III.10.01, III.10.02 and III.10.03 would be payable as if the member is not survived by his Spouse.

III.10.04. MAXIMUM DEATH BENEFITS BEFORE RETIREMENT

- III.10.04.01 The total amount of the pension benefits under Articles III.10.01, III.10.02, and III.10.03, payable upon the death of the Member or Former Member, when added to the pension benefit under the LAPP corresponding to the Member's or Former Member's Normal Annual Pension Benefit Under the LAPP, shall not exceed:
 - a) sixty six and two thirds percent (66 2/3%) of the projected lifetime pension of the Member or Former Member pursuant to Article III.10.01, with respect to benefits payable to a surviving Spouse; and
 - * b) one hundred percent (100%) of the sum of the Member's Normal Annual Pension Benefit Under the LAPP and the lifetime pension benefit under this Plan which the Member or Former Member would have accrued based upon his Pensionable Service to the date of his death, with respect to the total benefits payable to a surviving Spouse, Dependent Child or Designated Beneficiary.
- III.10.04.02 The projected lifetime pension of the Member or Former Member for the purpose of Article III.10.04 shall be equal to the lesser of:
 - a) the sum of the Member's Normal Annual Pension Benefit Under the LAPP and the lifetime pension benefit under this Plan which the Member or Former Member would have received had he continued to accrue benefits to age sixty (60) without salary increases, and
 - b) 3/2 of the YMPE in the year of the Member's or Former Member's death.
- * III.10.04.03 The total lump sum death benefits under Articles III.10.01, III.10.02 and III.10.03, payable upon the death of the Member or Former Member shall not exceed the greater of the:
 - a) Member's or Former Member's Current Service Contributions plus Interest and Optional Service Contributions plus Interest, and
 - b) Commuted Value of the Member's or Former Member's Supplementary Pension.

III.11. TERMINATION OF EMPLOYMENT

* III.11.01. MEMBERS WITH LESS THAN 2 YEARS CONTINUOUS PLAN MEMBERSHIP

In the event of termination of employment of a Member for reasons other than death, disability or retirement before completion of two (2) years of continuous Plan membership, such Member shall be entitled to receive an amount equal to his Current Service Contributions plus Interest and Optional Service Contributions plus Interest. The amount specified in this Article may be paid in a lump sum or transferred to an RRSP.

III.11.02. MEMBERS WITH 2 OR MORE YEARS CONTINUOUS PLAN MEMBERSHIP

In the event of termination of employment of a Member for reasons other than death, disability or retirement after completion of two (2) years of continuous Plan membership, the Member has the following options:

III.11.02.01. He is entitled to receive a Supplementary Pension, on or after age fifty (50), in the amount set out in Articles III.11.02.07 or III.11.02.09 reduced by the amount specified in Article III.11.02.11; or

III.11.02.02. He is entitled to receive, in full satisfaction of all of his rights and entitlements and the rights and entitlement of his Spouse, Designated Beneficiary or Dependent Child, an amount equal to:

* III.11.02.02.01. his Current Service Contributions plus Interest and Optional Service Contributions plus Interest for his Pensionable Service before January 1, 1997; and

* III.11.02.02.02. the Commuted Value of the pension payable in respect of his Pensionable Service on or after January 1, 1997 plus the Employee Contribution Excess and Employee Optional Service Contribution Excess.

III.11.02.03. The option under Article III.11.02.02 is not available to a Former Member who is within ten (10) years of age sixty (60).

III.11.02.04. If the Former Member selects the payment option under Article III.11.02.02:

III.11.02.04.01. the amount specified in Article III.11.02.02.01 may be paid in a lump sum or transferred to an RRSP; and

* III.11.02.04.02. the Commuted Value specified in Article III.11.02.02.02 shall be transferred to a Locked-in Retirement Account, or transferred to another pension plan, if the plan permits such a transfer and the Employee Contribution Excess and Employee Optional Service Contribution Excess shall be paid in a lump sum.

** III.11.02.05. Notwithstanding Article III.11.02.04, the maximum amount that may be transferred to an RRSP, a Locked-In Retirement Account or another pension plan shall not exceed the amount permitted by the Revenue Rules.

III.11.02.06. If the Commuted Value amount to be transferred pursuant to Article III.11.02.04.02 exceeds the limitation set out in the Revenue Rules, that amount of the Commuted Value in excess of the limitation set out in the Revenue Rules shall be paid to the Former Member in a lump sum.

III.11.02.07. For the purposes of Article III.11.02.01, a Former Member who has elected to establish his Retirement Date pursuant to Article III.12.02 and who has not met the requirements of Article III.12.01 shall be entitled to receive a Supplementary Pension commencing on the Retirement Date which shall be the Actuarial Equivalent of the pension calculated in accordance with Article III.14.01 as if the Former Member had retired at age fifty-five (55), but taking into account only the Former Member's Pensionable Service and Average Pensionable Earnings.

- III.11.02.08. In no event shall the Actuarial Equivalent under Article III.11.02.07 be greater than the Supplementary Pension calculated in accordance with Article III.14.01 and payable from age fifty-five (55) reduced by one quarter of one percent ($\frac{1}{4}$ of 1%) for each month that the Retirement Date precedes the date on which the Former Member would attain age fifty-five (55).
- III.11.02.09. For the purposes of Article III.11.02.01, a Former Member who has elected to establish his Retirement Date on or after age fifty-five (55) shall receive a Supplementary Pension equal to two percent (2%) of the Former Member's Average Pensionable Earnings multiplied by the total number of years of his Pensionable Service, and adjusted by the same percentage by which pension benefits are adjusted under the LAPP between the Member's date of termination and his Retirement Date.
- III.11.02.10. The adjustment to the Supplementary Pension referred to in Article III.11.02.09 shall not exceed the maximum permitted under the Revenue Rules.
- III.11.02.11. The amount of Supplementary Pension determined pursuant to Article III.11.02.09 shall be reduced by the amount of the Member's Normal Annual Pension Benefit Under the LAPP.
- III.11.02.12. Notwithstanding III.11.02.07, III.11.02.09, III.11.02.10 and III.11.02.11, on the first day of the month following the month in which the Former Member attains age sixty-five (65), the Supplementary Pension shall be reduced by six tenths of one percent (0.6%) of the member's Average Contributory Earnings multiplied by his years of Pensionable Service after January 1, 1966, computed to the nearest completed month thereof.
- III.11.02.13. The maximum annual lifetime pension payable under Article III.11.02, when added to the Member's Normal Annual Pension Benefit Under the LAPP, and before the application of any reduction due to early retirement on a reduced pension, shall not exceed the Maximum Pension Limit multiplied by the Member's Pensionable Service.
- III.11.03 A Former Member who terminated his employment after December 31, 1996 and who dies on or after January 1, 1997 shall be entitled to receive the applicable death benefit under Article 10 but any pension payable is to be calculated taking into account the Former Member's Average Pensionable Earnings.
- III.11.04 If the Former Member elects a Supplementary Pension under Article 11.02.01, not more than fifty percent (50%) of the Commuted Value of the Former Member's Supplementary Pension, so far as it relates to the Former Member's Current Service on and after January 1, 1997, may be provided by the Former Member's Current Service Contributions with Interest made on or after that date.

- * III.11.05 If the Former Member elects a Supplementary Pension under Article III.11.02.01, then the Commuted Value of the Former Member's Supplementary Pension, so far as it relates to the Former Member's Previous Service and Approved Leave of Absence, must equal at least the Former Member's Optional Service Contributions plus Interest. The Former Member is to receive the Employee Optional Service Contribution Excess in respect of his Previous Service and Approved Leave of Absence.

III.12. RETIREMENT DATES

- III.12.01. Subject to Article III.12.02, a Member or Former Member may elect to establish his Retirement Date:
- III.12.01.01. at any age, if his Pensionable Service is not less than thirty (30) years; or
- III.12.01.02. at any time after he has attained the age of fifty-five (55) years, if his Pensionable Service is not less than two (2) years of continuous membership in the Plan; or
- III.12.01.03. at age sixty (60).

III.12.02. A Member or Former Member who has not met the requirements of Article III.12.01 may elect to establish his Retirement Date at age fifty (50) if he has at least two (2) years of continuous membership in the Plan.

III.12.03. A Member must retire no later than his sixtieth birthday.

III.12.04. A Former Member must commence his Supplementary Pension no later than the first day following the Former Member's sixtieth (60th) birthday.

III.12.05. A Member or Former Member shall submit a written application for retirement to the City at least ninety (90) days before his Retirement Date.

III.12.06. For the purposes of this Plan, all Members are vested at the normal retirement age of sixty (60).

III.13. COST OF LIVING ADJUSTMENTS

III.13.01. For the purpose of maintaining approximate parity with the cost of living, the pension benefits payable under this Plan to a Retired Member or Former Member, his Spouse, Dependent Child or Designated Beneficiary shall be revised at each January 1 by the greater of the following amounts:

III.13.01.01. the adjustment made under the LAPP from time to time; or

III.13.01.02. by the percentage change in the Edmonton Consumer Price Index as published by Statistics Canada since the immediately preceding Plan anniversary provided that such percentage change shall not exceed two percent (2%) of the pension benefit payable at the preceding January 1.

III.13.02. If the percentage change referred to in Article III.13.01.02 is a negative number, then it shall be deemed to be zero (0).

III.14. RETIREMENT BENEFITS

III.14.01. RETIREMENT ON OR AFTER AGE 55

The provisions of Article III.14.01 shall apply where the Member retires on or after age fifty-five (55).

III.14.01.01. Subject to Article III.12.01, the amount of the Supplementary Pension payable under the Plan on a Member's Retirement Date on or after age fifty-five (55) shall be equal to:

two percent (2%) of the Member's Average Pensionable Earnings multiplied by the Member's Pensionable Service

LESS

the amount of the Member's Normal Annual Pension Benefit Under the LAPP.

III.14.01.02. Notwithstanding Article III.14.01.01, on the first day of the month following the month in which the Member attains age sixty-five (65), the Supplementary Pension shall be reduced by six tenths of one percent (0.6%) of the Member's Average Contributory Earnings multiplied by his years of Pensionable Service after January 1, 1966, computed to the nearest completed month thereof.

III.14.01.03. The pension payable in accordance with Articles III.14.01.01 and III.14.01.02 shall be payable monthly in arrears in an amount equal to one-twelfth (1/12) of the Supplementary Pension.

III.14.01.04. The Supplementary Pension shall be payable for the life of the Member or the term of five (5) years, whichever is the longer.

III.14.01.05. Not more than fifty percent (50%) of the Commuted Value of the Member's Supplementary Pension, so far as it relates to the Member's Current Service on and after January 1, 1997 may be provided by the Member's Current Service Contributions with Interest, made on or after that date. The Member is to receive the Employee Contribution Excess in respect of his Current Service on and after January 1, 1997.

* III.14.01.06. For a Member who has Optional Service Contributions, the Commuted Value of the Member's Supplementary Pension related to that period of Previous Service and Approved Leave of Absence must equal at least the Member's Optional Service Contributions plus Interest. The Member is to receive the Employee Optional Service Contribution Excess in respect of his Previous Service and Approved Leave of Absence.

III.14.02. RETIREMENT BEFORE AGE 55 WITH 30 YEARS PENSIONABLE SERVICE

The provisions of Article III.14.02 shall apply only to Members who retire with thirty (30) years of Pensionable Service before age fifty-five (55).

* III.14.02.01. A Member who has thirty (30) or more years of Pensionable Service who elects to retire before the attainment of his fifty-fifth (55) birthday shall be entitled to receive an annual Supplementary Pension equal to two percent (2%) of the Member's Average Pensionable Earnings multiplied by the Member's Pensionable Service.

* III.14.02.02. When the Member described in Article III.14.02.01 attains age fifty-five (55), such Member shall make an election with respect to the pension payable to him under the LAPP.

* III.14.02.03. The amount of the Supplementary Pension payable at age fifty-five (55) shall be equal to two percent (2%) of the Member's Average Pensionable Earnings multiplied by the Member's Pensionable Service, and adjusted by any cost of living adjustments made in accordance with Article III.13, between the Member's Retirement Date and his fifty-fifth (55th) birthday.

* III.14.02.04. The Supplementary Pension payable pursuant to Article III.14.02.03 shall be reduced by the amount of the Member's Normal Annual Pension Benefit Under the LAPP as determined at the time the Member attains age fifty-five (55).

III.14.02.05. Notwithstanding Articles III.14.02.01, III.14.02.02 or III.14.02.03, on the first day of the month following the month in which the Member attains age sixty-five (65), the Supplementary Pension shall be reduced by six tenths of one percent (0.6%) of the Member's Average Contributory Earnings multiplied by his years of Pensionable Service after January 1, 1966 computed to the nearest completed month thereof.

III.14.02.06. The Supplementary Pension shall be payable for the life of the Member. Where the Normal Annual Pension Benefit Under the LAPP is guaranteed for a certain period of time, the Supplementary Pension shall be guaranteed for the same period of time (five (5) years), commencing on the Member's fifty-fifth (55th) birthday, notwithstanding that the Member may have received pension benefits under Article III.14.02.01 before his fifty-fifth (55) birthday.

III.14.02.07. The pension payable in accordance with Articles III.14.02.01, III.14.02.03, III.14.02.04 and III.14.02.05 shall be payable monthly in arrears in an amount equal to one-twelfth (1/12) of the Supplementary Pension.

III.14.02.08. Not more than fifty (50%) of the Commuted Value of the Member's Supplementary Pension, so far as it relates to the Member's Current Service on and after January 1, 1997, may be provided by the Member's Current Service Contributions with Interest, made on or after that date. The Member is to receive the Employee Contribution Excess in respect of his Current Service on and after January 1, 1997.

- * III.14.02.09. For a Member who has Optional Service Contributions, the Commuted Value of the Member's Supplementary Pension related to that period of Previous Service and Approved Leave of Absence must equal at least the Member's Optional Service Contributions plus Interest. The Member is to receive the Employee Optional Service Contribution Excess in respect of his Previous Service and Approved Leave of Absence.
- III.14.03. RETIREMENT BEFORE AGE 55 WITH LESS THAN 30 YEARS PENSIONABLE SERVICE
- The provisions of Article III.14.03 shall apply to Members who retire before age fifty-five (55) and before attaining thirty (30) years of Pensionable Service.
- III.14.03.01. A Member or Former Member who has elected to establish his Retirement Date pursuant to Article III.12.02 and who has not met the requirements of Article III.12.01 shall be entitled to receive a Supplementary Pension commencing on the Member's or Former Member's Retirement Date which shall be the Actuarial Equivalent of the Supplementary Pension calculated in accordance with Article III.14.01 as if the Member or Former Member had retired at age fifty-five (55), but taking into account only the Member's or Former Member's Pensionable Service and Average Pensionable Earnings to his Retirement Date.
- III.14.03.02. In no event will such Actuarial Equivalent under Article III.14.03.01 be greater than the Supplementary Pension calculated in accordance with Article III.14.01 and payable from age fifty-five (55) reduced by one quarter of one percent ($\frac{1}{4}$ of 1%) for each month that the Retirement Date precedes the date on which the Member attains age fifty-five (55).
- III.14.03.03. Notwithstanding Article III.14.03.01, on the first day of the month following the month in which the Member attains age sixty-five (65), the Supplementary Pension shall be reduced by six tenths of one percent (0.6%) of the Member's Average Contributory Earnings multiplied by his years of Pensionable Service after January 1, 1966 computed to the nearest completed month thereof.
- III.14.03.04. The Supplementary Pension shall be payable for the life of the Member. Where the Normal Annual Pension Benefit Under the LAPP is guaranteed for a certain period of time, the Supplementary Pension shall be guaranteed for the same period of time (five (5) years), commencing on the Member's fifty-fifth (55th) birthday, notwithstanding that the Member may have commenced receiving the Supplementary Pension under Article III.14.03.01 before his fifty-fifth (55th) birthday.
- III.14.03.05. The Supplementary Pension payable in accordance with Articles III.14.03.01 and III.14.03.03 shall be payable monthly in arrears in an amount equal to one-twelfth (1/12) of the Supplementary Pension.
- III.14.03.06. Not more than fifty (50%) of the Commuted Value of the Member's Supplementary Pension, so far as it relates to the Member's Current Service on and after January 1, 1997, may be provided by the Member's Current Service Contributions with Interest, made on or after that date. The Member is to receive the Employee Contribution Excess in respect of his Current Service on and after January 1, 1997.
- * III.14.03.07. For a Member who has Optional Service Contributions, the Commuted Value of the Member's Supplementary Pension related to that period of Previous Service and Approved Leave of Absence must equal at least the Member's Optional Service Contributions plus Interest. The Member is to receive the Employee Optional Service Contribution Excess in respect of his Previous Service and Approved Leave of Absence.

** III.14.04. MAXIMUM PENSION

The maximum pension payable under Articles III.14.01, III.14.02 and III.14.03, when added to the Member's Normal Annual Pension Benefit Under the LAPP, and before the application of any reduction due to early retirement on a reduced pension, shall not exceed the maximum benefits provided for under the Revenue Rules.

III.15. DEATH BENEFITS FOLLOWING RETIREMENT

** III.15.01. ON MEMBER'S DEATH BEFORE AGE 55

For the purposes of Article III.15.01, the Spouse, if any, is the person who was the Member's Spouse on the Member's Retirement Date.

III.15.01.01. If a Member retired in accordance with Article III.12 but before age fifty-five (55) and died before his fifty-fifth (55th) birthday, the following shall apply:

* III.15.01.01.01. Subject to Article III.15.01.02, if the Retired Member is survived by his Spouse, then such surviving Spouse shall be entitled to receive a pension benefit equal to:

fifty percent (50%) of the sum of the Normal Annual Pension Benefit Under the LAPP, and the Supplementary Pension under this Plan which the Retired Member would have received if he had not died;

LESS

the annual pension such surviving Spouse is entitled to receive under the LAPP corresponding to the Retired Member's Normal Annual Pension Benefit Under the LAPP.

III.15.01.01.02. Subject to the provisions of Articles III.15.01.01 and III.15.01.03, the minimum pension benefit payable to the surviving Spouse from the Plan shall be fifty percent (50%) of the Supplementary Pension the Retired Member would have received at the date of death under this Plan had he died under the provisions of Article III.15.02.01.

* III.15.01.01.03. Notwithstanding Articles III.15.01.01 and III.15.01.02, on the first day of the month following the month in which the Retired Member would have attained age sixty-five (65) had he not died, the pension benefit payable to the surviving Spouse shall be reduced by three tenths of one percent (0.3%) of the Retired Member's Average Contributory Earnings multiplied by his years of Pensionable Service on or after January 1, 1966, computed to the nearest complete month thereof.

III.15.01.01.04. One-twelfth (1/12) of the pension benefit payable in accordance with Articles III.15.01.01, III.15.01.02 and III.15.01.03 shall be payable monthly in arrears to the surviving Spouse, commencing at the end of the month in which the Retired Member dies, for her remaining lifetime and shall cease following the payment made with respect to the month in which the surviving Spouse dies.

III.15.01.01.05. In the event of the death of the surviving Spouse following the death of the Retired Member before payment of a total of sixty (60) months of the Supplementary Pension, the surviving Spouse's pension benefit shall cease following the payment made with respect to the month in which the Spouse's death occurs. The Administrator shall pay to the Spouse's estate, a lump sum equal to the Commuted Value of the balance of the sixty (60) payments, if any.

III.15.01.01.06. If the Retired Member is not survived by a Spouse, then the Retired Member's Supplementary Pension shall cease following the month in which the Retired Member's death occurs.

III.15.01.01.06.01. Notwithstanding Article III.15.01.06, in the event of the Retired Member's death prior to the payment of a total of sixty (60) months of the Retired Member's Supplementary Pension, the Supplementary Pension shall cease following the payment made with respect to the month in which the Retired Member's death occurs. The Administrator shall pay to the Retired Member's Designated Beneficiary a lump sum equal to the Commuted Value of the balance of the sixty (60) payments, if any.

III.15.02. ON MEMBER'S DEATH ON OR AFTER AGE 55

The following shall apply upon the death of a Retired Member who is in receipt of a Supplementary Pension, described under Article III.14 and who dies after attaining age fifty-five (55):

III.15.02.01. If the Retired Member is survived by his Spouse, the Supplementary Pension shall be payable to his Spouse for her remaining lifetime in an amount equal to fifty percent (50%) of the Supplementary Pension that the Retired Member was receiving at the date of his death.

III.15.02.02. Notwithstanding Article III.15.02.01, on the first day of the month following the month in which the Retired Member would have attained age sixty-five (65) had he not died, the pension benefit payable to the surviving Spouse shall be reduced by three tenths of one percent (0.3%) of the Retired Member's Average Contributory Earnings multiplied by his years of Pensionable Service on or after January 1, 1966 computed to the nearest completed month thereof.

III.15.02.03. One-twelfth (1/12) of the pension benefit payable in accordance with Articles III.15.02.01 and III.15.02.02 shall be payable monthly in arrears to the surviving Spouse, commencing at the end of the month in which the Retired Member dies, for her remaining lifetime and shall cease following the payment made with respect to the month in which the surviving Spouse dies.

III.15.02.04. Notwithstanding Article III.15.02.01, if a surviving Spouse who is entitled to receive a pension benefit under Article III.15.02 is more than ten (10) years younger than the deceased Member, the pension benefit payable to the surviving Spouse shall be reduced to an amount that is the Actuarial Equivalent of the pension benefit that would be payable if the surviving Spouse was exactly ten (10) years younger than the deceased Retired Member.

III.15.02.05. In the event of the death of the surviving Spouse following the death of the Retired Member before payment of a total of sixty (60) months of the Supplementary Pension, the surviving Spouse's pension benefit shall cease following the payment made with respect to the month in which the Spouse's death occurs. The Administrator shall pay to the Spouse's estate, a lump sum equal to the Commuted Value of the balance of the sixty (60) payments, if any.

III.15.02.06. If the Retired Member is not survived by a Spouse, then the Retired Member's Supplementary Pension shall cease following the month in which the Retired Member's death occurs.

* III.15.02.06.01. Notwithstanding Article III.15.02.06, in the event of the Retired Member's death prior to the payment of a total of sixty (60) months of the Retired Member's Supplementary Pension, the Supplementary Pension shall cease following the payment made with respect to the month in which the Retired Member's death occurs. The Administrator shall pay to the Retired Member's Designated Beneficiary a lump sum equal to the Commuted Value of the balance of the sixty (60) payments, if any.

III.15.03. ON DEATH OF SPOUSE BEFORE RETIRED MEMBER

Article III.15.03 applies in its entirety where:

- a) the Spouse of a Retired Member predeceases the Retired Member; and
- b) the Retired Member is in receipt of a Normal Annual Pension Benefit Under the LAPP. Article III.15.03 does not apply if the Retired Member is not in receipt of a Normal Annual Pension Benefit Under the LAPP.

III.15.03.01. The Supplementary Pension payable to the Retired Member shall be increased by an amount equal to the reduction, if any, in the Retired Member's pension under the LAPP.

III.15.03.02. The amount of the increase in the Supplementary Pension shall be equal to the reduction in the Retired Member's pension under the LAPP attributable solely to the death of the Spouse before the Retired Member.

III.15.03.03. In the event that there is any other reduction in the amount of the LAPP pension, there shall be no increase in the Supplementary Pension payable to the Retired Member for such reduction.

III.15.03.04. The increase shall be effective the same month in which the reduction under the LAPP was effective.

III.15.03.05. The Supplementary Pension payable under this Article III.15.03 shall be subject to the Applicable Laws and the Revenue Rules.

III.15.04. COMPLIANCE WITH APPLICABLE PENSION LAWS

III.15.04.01. Subject to the requirements of the Applicable Pension Laws as set out in Article III.15.04.02, the retirement benefit of a Member with a Spouse at the date of retirement shall be payable monthly during the Member's lifetime and the lifetime of the Member's Spouse. Following the death of the Member, the monthly pension shall be reduced by 40%.

III.15.04.01.01. The first payment shall be made on the last day of the month in which the Member's retirement date occurs.

III.15.04.01.02. The last payment shall be that coincident with or immediately following the death of the latter of the Retired Member or the Retired Member's Spouse.

III.15.04.01.03. After the death of the latter of the Retired Member and the Retired Member's Spouse, no one shall have any right or entitlement to any further payments.

* III.15.04.02. The pension payable under this Article III.15.04 shall be adjusted and equal to the Actuarial Equivalent of the retirement benefit that would have been paid if the Member had a Spouse upon the date of retirement as set out in Articles III.14, III.15.01, III.15.02 and III.15.03.

III.15.04.03. The form of pension outlined in Article III.15.04.01 and the Spouse's right to be the Designated Beneficiary may be waived by the Spouse if a statement in the form prescribed by the Applicable Pension Laws has been signed by the Spouse in the presence of a witness and outside the presence of the Member, not more than ninety (90) days before pension commencement.

III.16. DIVISION AND DISTRIBUTION OF PENSION BENEFITS ON MARRIAGE BREAKDOWN

III.16.01. For the purposes of this Article, Spouse has the meaning given to it in Article III.1.42 and includes a former Spouse.

III.16.02. In the event of marital breakdown, the Supplementary Pension may be divided between the Member and the Spouse in accordance with the Applicable Pension Laws and Article III.16.

III.16.03. The Administrator will effect a division and distribution of pension benefits only upon receipt of a certified copy of:

III.16.03.01. a matrimonial property order under the *Matrimonial Property Act*, R.S.A. 1980, c.M-9, as amended;

III.16.03.02. an agreement under the *Matrimonial Property Act*, R.S.A. 1980, c.M-9, as amended, providing for the division and distribution of a pension benefit, that has been adopted by the Court as a consent order; or

III.16.03.03. a similar order enforceable in Alberta of a Court outside of Alberta.

III.16.04. Notwithstanding Article III.21, any agreement or order referred to under Article III.16.03 shall be delivered personally or sent by registered or certified mail to the Administrator at the address specified below:

The City of Edmonton
10th Floor, Century Place
9803 – 102 A Avenue
Edmonton, Alberta T5J 3A3
Attention: Manager, Human Resources

III.16.05. The Administrator will comply with the requirements of the Applicable Pension Laws in effecting a division and distribution of pension benefits.

III.16.06. If the Administrator is unable to comply with the matrimonial property order or agreement because it:

- a) is incomplete;
- b) does not comply with the Applicable Pension Laws; or
- c) is unclear;

the Administrator may, on notice to the Member, Former Member or Retired Member and the Spouse, make an application to the Court of Queen's Bench for clarification or such other required relief.

III.16.07. The costs of an application referred to in Article III.16.06 shall be paid by the Member, Former Member or Retired Member and the Spouse, or either of them, as decided by the Court. To the extent that any such costs are paid by the Administrator, the Administrator shall recover the costs from the Member, Former Member or Retired Member or the Spouse according to the decision of the Court.

III.16.08. The Administrator may charge fees, up to the maximum allowed under the Applicable Pension Laws, to:

- a) provide information as required under the Applicable Pension Laws;
- b) perform calculations; and
- c) give effect to a division and distribution of the pension benefit.

- III.16.09. The fees are to be paid in equal shares by the Member, Former Member or Retired Member and the Spouse within 30 days of receipt of being advised by the Administrator of the amount being charged.
- III.16.10. In the event that payment is not made within thirty (30) days of receipt of the invoice, the Administrator may deduct the fee from any pension benefit payment.
- III.16.11. In the event that the Member does not have two (2) years continuous Plan membership at the time of the division and distribution, the Administrator shall, at the selection of the Spouse:
- III.16.11.01. pay the Spouse her share in a lump sum;
- III.16.11.02. transfer the Spouse's share to an RRSP; or
- III.16.11.03. transfer the Spouse's share to the pension plan of the Spouse, if permitted by that plan.
- III.16.12. If the Member or Former Member is less than age fifty (50) and has at least two (2) years of continuous Plan membership, the Administrator shall transfer the Spouse's share to a Locked-In Retirement Account.
- III.16.13. If the Member is age fifty (50) or older and has at least two (2) years of continuous Plan membership, the Spouse may choose to receive her share immediately or may delay division and distribution until the date when the Member ultimately terminates, retires or dies.
- III.16.13.01. If the Spouse chooses immediate distribution, the Spouse's share shall be transferred to a Locked-In Retirement Account.
- III.16.13.02. If the Spouse chooses to delay division and distribution, her share can be determined and transferred to a Locked-In Retirement Account at the time when the Member ultimately terminates or dies or, in the event the Plan is terminated, on the date of termination of the Plan.
- III.16.14. In the case where the Member has not yet commenced to receive a Supplementary Pension from the Plan, the Spouse must transfer her entitlement from the Plan no later than the date the Member ultimately terminates, commences Supplementary Pension or dies, or when the Plan terminates.
- III.16.15. If the Member has commenced to receive a Supplementary Pension from the Plan before the division of the Supplementary Pension pursuant to Article III.16.02, the Administrator shall pay the Spouse's share directly to the Spouse. The Administrator shall make all necessary withholdings pursuant to the Revenue Rules from each of the Member's and the Spouse's share.
- III.16.16. Subject to the Applicable Pension Laws and Revenue Rules, the entitlement of a Member to a benefit under this Plan is subject to entitlements arising under a matrimonial property order or agreement, within the meaning of the Matrimonial Property Act, R.S.A. 1980, c.M-9, as amended, or a similar order issued by a court of competent jurisdiction enforceable in Alberta that affects the payment or distribution of pension benefits. The aggregate of payments made from the Plan to a Member and his Spouse pursuant to such an order or agreement shall not exceed the amount which would have been payable under the Plan to the Member in the absence of such an order or agreement.

III.17. TRANSFER TO SUPPLEMENTARY PENSION PLAN FOR FIRE CHIEF AND DEPUTY FIRE CHIEFS

III.17.01. In the event a Member is promoted to the position of Fire Chief or Deputy Fire Chief, the Member shall cease to be a Member of the Plan from the effective date of such promotion.

III.17.02. At the date immediately following the date of the Member's termination from the Plan, that employee shall become a member of the Supplementary Plan for Fire Chief and Deputy Fire Chiefs.

III.17.03. No later than six (6) months from the effective date of promotion, the Actuarial Reserve in respect of the Member's pension benefit under the Plan shall be transferred to the Supplementary Plan for Fire Chief and Deputy Fire Chiefs together with the Member's Pensionable Service entitlement.

* III.17.04. At the date of transfer of the Actuarial Reserve to the Supplementary Plan for Fire Chief and Deputy Fire Chiefs, the Member's accumulated Current Service Contributions and Optional Service Contributions in accordance with Article III.4, with Interest shall form part of the Actuarial Reserve and those contributions with Interest shall be credited to the Member's account under the Supplementary Plan for Fire Chief and Deputy Fire Chiefs.

III.17.05. Once the transfer under Article III.17.03 has occurred, the Former Member has no rights, obligations or entitlements under the Plan.

III.18. ADMINISTRATOR'S RESPONSIBILITIES

III.18.01. The Administrator shall administer the Plan in accordance with the terms of the Trust Agreement, the Plan, the Applicable Pension Laws and Revenue Rules.

III.18.02. The Administrator shall provide information regarding the Plan to regulatory authorities as is required under the Applicable Pension Laws and Revenue Rules.

III.18.03. The Administrator shall appoint the Actuary to the Plan and shall commission the Actuary to perform actuarial valuations of the Plan in accordance with accepted actuarial practices and the provisions of the Applicable Pension Laws and Revenue Rules.

III.18.04. The Administrator shall provide a copy of this Plan and any amendments thereto together with an explanation or summary of the Plan and of the Member's relevant entitlements and obligations under the Plan within the period prescribed by the Applicable Pension Laws.

III.18.05. The Administrator shall develop a written statement of investment policies and procedures for the investment of the assets of the Trust Fund and provide the statement of investment policies and procedures to the Actuary.

III.18.06. The Administrator shall withhold the contributions from Members as determined in accordance with Article III.4 and remit such contributions to the Trust Fund within the time specified in the Applicable Pension Laws.

III.18.07. Within the period prescribed by the Applicable Pension Laws, the Administrator shall provide to each Member an annual statement for the preceding fiscal year containing the information prescribed by the Applicable Pension Laws.

III.18.08. Upon termination of employment of a Member or upon termination of the Member's participation in the Plan, the Administrator shall provide to the Member, or the person entitled to benefits in the event of the Member's death, within the period prescribed by the Applicable Pension Laws, a written statement containing the information prescribed under the Applicable Pension Laws in respect of the benefits and entitlements to which the Member or other person is entitled.

- III.18.09. Payment of any benefits under the Plan which are payable in a lump sum shall be paid, less the applicable withholdings pursuant to the Revenue Rules, within 60 days, upon receipt by the Administrator of all documents required to authorize the payment or transfer.
- III.18.10. If the amount of the monthly pension benefit payable under this Plan is less than fifty dollars (\$50), then the Administrator may make quarterly pension payments rather than monthly pension payments. Such quarterly payments shall be equal to three (3) times the amount of the monthly pension payments subject to the provisions of Article III.13, and shall be paid quarterly in arrears.
- * III.18.11. Article III.18.11 applies where a provision of the Plan necessitates determination of the Commuted Value of a benefit, Employee Contribution Excess or Employee Optional Service Contribution Excess.
- * III.18.11.01. Commuted Value, Employee Contribution Excess and Employee Optional Service Contribution Excess are to be determined as of the date of pension commencement, termination before eligibility for a pension, or death before pension commencement, as the case may be, except as provided for in Articles III.18.11.02 and III.18.11.03.
- * III.18.11.02. Where there is a delay of more than one (1) year between the date as of which the Commuted Value, Employee Contribution Excess or Employee Optional Service Contribution Excess was determined and the date of the transfer of the Commuted Value, Employee Contribution Excess or Employee Optional Service Contribution Excess, the Administrator shall recompute the Commuted Value, Employee Contribution Excess and Employee Optional Service Contribution Excess as if never originally done and as of the end of the month preceding that in which the transfer or payment, as the case may be, is made.
- * III.18.11.03. Where a Member terminates and elects to receive a pension under Articles III.11.02.01 and III.11.02.09 and an Employee Contribution Excess or Employee Optional Service Contribution Excess is payable, that Employee Contribution Excess or Employee Optional Service Contribution Excess is to be determined at the Retirement Date.
- III.18.11.04. Where Commuted Value is transferable, interest at the rate assumed when determining the Commuted Value benefit is to be added for the period of one (1) year or less between the date of the determination of the Commuted Value and the date when the Commuted Value is transferred.
- * III.18.11.05. Where an Employee Contribution Excess or Employee Optional Service Contribution Excess is payable, Interest is to be added for the period of one (1) year or less between the date of the determination of that Employee Contribution Excess or Employee Optional Service Contribution Excess and the date when the Employee Contribution Excess or Employee Optional Service Contribution Excess is paid.
- III.18.12. The Administrator collects personal information for the purposes of compliance with the Applicable Pension Laws and Revenue Rules and will use and disclose such information to ensure compliance with the Applicable Pension Laws and Revenue Rules in accordance with the Freedom of Information and Protection of Privacy Act, S.A. 1994, c.F-18.5, as amended.

III.18.13. Notwithstanding anything in this Agreement, money that would otherwise be locked in or required to be transferred to a Locked-In Retirement Account is not locked in:

- ** a) to the extent that it consists of a tax rule excess; or
- * b) if the lump sum amount payable under the Plan combined with the Normal Annual Pension Benefit Under the LAPP is less than twenty percent (20%) of the Year's Maximum Pensionable Earnings on the date on which the application is made and the benefit is not a pension
- ** c) the annual pension payments under the Plan combined with the Normal Annual Pension Benefit Under the LAPP that would be payable are less than four percent (4%) of the Year's Maximum Pensionable Earnings at the date of the application, or
- * d) notwithstanding any other provisions of the Plan, where a benefit is payable in accordance with Articles III.8, III.10, III.11, III.15 and where the Member, or Spouse in the case of the death of the Member, provides written evidence that the Canada Revenue Agency has confirmed that the Member, or Spouse as applicable, has become a non-resident for the purposes of the Revenue Rules.

III.18.14. The Administrator shall maintain a Member's Account for each Member. When a Member terminates, dies or retires, the Member or the person entitled to receive a benefit under the Plan shall be entitled to receive a minimum benefit equal to the Member's Current Service Contributions and Optional Service Contributions plus Interest.

III.19. PENSION COMMITTEE

III.19.01. A Pension Committee shall be formed, comprised of a total of five (5) persons.

III.19.01.01. Two (2) persons (hereafter called "City representatives") shall be appointed by the City and two (2) persons (hereafter called "Union representatives") shall be appointed by the Union.

III.19.01.02. In the event the City does not appoint the City representatives, or in the event the Union does not appoint the Union representatives, then either party may serve on the other party a notice in writing of an application to the Court of Queen's Bench to appoint the applicable representatives.

III.19.01.03. The Chairman of the Pension Committee shall be appointed by majority vote of the four (4) members from a list of nominees provided by each party. If, within thirty (30) days of the City representatives and the Union representatives being appointed, the representatives cannot agree on the appointment of a Chairman, then either party may serve on the other party a notice in writing of an application to the Court of Queen's Bench to appoint a Chairman of the Pension Committee.

III.19.01.04. The Chairman shall be appointed for a maximum term of thirty-six (36) months following which a new Chairman shall be appointed pursuant to the provisions of Article III.19.01.03. The Chairman whose term has expired may be reappointed as Chairman by majority approval of the City representatives and the Union representatives.

III.19.01.04.01. The City and the Union agree that the timing of the appointment of the Chairman shall occur so that the Chairman will have been appointed for at least one (1) year prior to the date that a funding valuation is required.

III.19.01.05. The Chairman may be removed at any time by a majority vote of the other four (4) representatives of the Pension Committee.

- III.19.01.06. Each of the representatives, other than the Chairman, shall continue to serve until his death, incapacity, resignation or removal. A City representative may be removed or replaced by a successor City representative at the will of the City; a Union representative may be removed or replaced by a successor Union representative at the will of the Union. Any representative whose tenure of office is terminated by his removal or by his death, incapacity or resignation shall be replaced promptly.
- III.19.01.07. Should any Union representative be removed, replaced, or succeeded, the President of the Union shall write to the Chairman advising of the action taken by the Union. Such letter shall be sufficient evidence of the action taken by the Union. Should any City representative be removed, replaced, or succeeded, the City Manager shall write to the Chairman advising of the action taken by the City. Such letter shall be sufficient evidence of the action taken by the City.
- III.19.01.08. A representative who wishes to resign shall provide written notice to the Chairman, the President of the Union, and the City Manager no longer than thirty (30) days before the effective date of his resignation.
- III.19.02. The quorum necessary for the transaction of the business of the Pension Committee shall be one of the City representatives, one of the Union representatives and the Chairman.
- III.19.02.01. Each representative and the Chairman will have one (1) vote except as provided in Article III.19.02.02.
- III.19.02.02. In the event only one of the City representatives or only one of the Union representatives attends a meeting of the Pension Committee, that one representative shall cast two (2) votes.
- III.19.03. Except as provided herein, all matters and issues before the Pension Committee shall be decided by a majority vote.
- III.19.04. The Pension Committee shall meet a minimum of two (2) times per year and otherwise as agreed by the Committee. The Pension Committee shall determine the time and place for meetings. Either the Chairman or any combination of three (3) of the representatives may call, or cause to be called, a meeting of the Pension Committee by giving written notice to the Chairman or representatives of the time and place of such meeting at least five (5) working days before the date set for the meeting. The Chairman and the representatives shall have the right to vary, by unanimous agreement, the duration of notice and the method used for giving notice.
- III.19.04.01. The Pension Committee shall appoint a secretary who shall keep minutes or records of all meetings, proceedings and acts of the Pension Committee. Such minutes or records need not be verbatim. The secretary need not necessarily be the Chairman or a representative on the Pension Committee. Such minutes shall require the approval of the majority of the Pension Committee in order to be valid.
- III.19.05. All reasonable expenses incurred by the Chairman and approved by the City shall be paid from the funds in the Plan. Each party shall be responsible for its own representatives' expenses.
- III.19.06. The Plan shall indemnify the members of the Pension Committee for any damages or legal and other expenses incurred in defending an administrative or civil claim against the members of the Pension Committee.
- III.19.07. An indemnification under this Article covers:
- a) anything done by the members of the Pension Committee in good faith, or
 - b) any omission on their part to act provided that they have acted in good faith generally, in the exercise and performance of their duties and functions under Article III.19 of the Agreement.

- III.19.08. The costs of an indemnification under this Article are to be paid from the Plan.
- III.19.09. The Plan shall maintain in full force and effect Errors and Omission Insurance coverage for the members of the Pension Committee. The costs of the insurance, including any deductible, are to be paid from the Plan.
- III.19.10. The Chairman shall be remunerated in accordance with Part A of Schedule 1 to the Committee Remuneration Order (Order in Council 769/93) as amended or replaced from time to time.
- III.19.11. The Pension Committee shall:
- a) make recommendations to the Administrator concerning the administration of the Plan;
 - b) select the Actuary to carry out actuarial valuations in accordance with the Revenue Rules and the Applicable Pension Laws and generally to advise the Pension Committee in respect of the Plan;
 - c) participate in the development of and make recommendations to the Administrator on the actuarial assumptions to be used for a funding valuation;
 - d) make recommendations, excluding benefit changes, to the Administrator for purposes of the Plan;
 - e) promote awareness and understanding of the Plan;
 - f) receive annual reports on the Plan's investments;
 - g) receive audited annual financial statements on the Plan's operation; and
 - h) receive actuarial reports.
- III.19.11.01. With respect to Article III.19.11(b), the Administrator agrees:
- i) to appoint the Actuary selected by the Pension Committee
 - ii) not to refuse to appoint the Actuary selected by the Pension Committee without reasonable cause; and
 - iii) not to revoke the appointment of the Actuary without reasonable cause.
- III.19.11.02. With respect to Article III.19.11(c), the Administrator agrees to consider the assumptions developed and if not adopted, will provide written reasons for the decision to the Pension Committee. The Administrator agrees it will not unreasonably withhold its approval for the adoption of the assumptions.
- III.19.11.03. In the event that the City:
- i) does not agree to follow the funding recommendations of the Actuary as set forth in the actuarial valuation report;
 - ii) does not appoint the Actuary selected by the Pension Committee; or
 - iii) revokes the appointment of the Actuary selected by the Pension Committee;
- it shall provide its reasons in writing to the Pension Committee.
- III.19.11.04. Within thirty (30) calendar days of receipt of notification referred to in Article III.19.06, the Union shall have the right to appeal the decision of the City to an Arbitration Board according to the arbitration procedures established under Article III.22.
- III.19.12. The City agrees that one representative of the Union may attend the meetings of the City's Investment Committee as an observer of investment discussions that may affect the Trust Fund.
- III.19.13. The Administrator shall provide full disclosure of all pertinent information to the Pension Committee with the exception of individual Member data or other information as requested, pursuant to the Freedom of Information and Protection of Privacy Act, S.A. 1994, c.F-18.5, as amended.

III.20. GENERAL PROVISIONS

III.20.01. The establishment of this Plan is subject to obtaining and retaining status as a registered pension plan under the Applicable Pension Laws and Revenue Rules.

III.20.01.01. In the event amendments to this Plan become necessary in order for the Plan to comply with the Applicable Pension Laws and Revenue Rules, the City and the Union shall make the amendments necessary in order to obtain and retain registration.

III.20.01.02. If either the City or the Union should consider that negotiations are not achieving the required agreements for the said amendments, either the City or the Union, on written notice to the other, may refer the establishment of the amendments necessary to obtain or retain registration to an Arbitration Board to be established pursuant to the arbitration procedures set out in Article III.22.

III.20.01.03. The City shall prepare any amendments to the provisions of the Plan which are required to comply with the provisions of the Applicable Pension Laws or Revenue Rules, or which are required in order to maintain the registered status of the Plan under the Applicable Pension Laws or Revenue Rules.

III.20.02. Neither the establishment of the Plan, the granting of a benefit, nor any action of the City or the Union shall be held or construed to confer upon any person any right to be continued as a member of the City of Edmonton Emergency Response Department, nor, upon termination of the Plan, to any right or interest in the assets of this Plan other than as herein provided.

III.20.03. The City shall be responsible for the management and administration of the Plan.

III.20.04. The City shall enter into a Trust Agreement with the Trustee to provide for the trusteeship and custody of the assets of the Plan.

III.20.05. The Trustee shall hold the assets of the Plan in trust to provide the benefits payable in accordance with the terms of the Plan.

III.20.06. The City shall be responsible for the investment of the assets of the Trust Fund in accordance with the Applicable Pension Laws, Revenue Rules and the statement of investment policies and procedures.

III.20.07. The City shall appoint an auditor to complete an annual audit of the assets of the Plan and to audit the financial statements of the Plan.

** III.20.08. All fees of administering the Plan, including, but not necessarily limited to the fees of the Trustee, the Actuary and the auditor and any other reasonable expenses of the City directly related to the administration of the Plan may be paid from the funds in the Plan. If the fees of administering the Plan, as described in this Article III.20.08, are paid by the City, the City may be reimbursed for the payment of such fees, from the Trust Fund.

III.20.09. The City shall contribute such amounts as are determined in accordance with Article III.5 and shall remit such contributions to the Trust Fund as are permissible under the Revenue Rules within the time specified in the Applicable Pension Laws.

III.20.10. Subject to Articles III.16 and III.20.10.01 and except as may be necessary to avoid revocation of the Plan, benefits or rights under the Plan shall not be assigned, charged, attached, surrendered, anticipated, alienated or given as security and are exempt from execution, seizure, or attachment either at law or in equity and are not subject to garnishee proceedings, attachments, seizures or any legal process. Any transaction purporting to assign, charge, attach, surrender, alienate or anticipate or give as security such monies is void.

III.20.10.01. Surrender does not include a reduction in benefits to avoid the revocation of the Plan's registration.

III.20.11. Subject to Applicable Pension Laws, neither the City nor the Pension Committee shall be liable to any person whatsoever for anything done or omitted to be done in respect of the administration of the Plan, except where the act or omission was fraudulent or in bad faith on the part of the person against whom a claim is made.

III.20.12. The City shall indemnify and save harmless any employee, officer or director of the City whose responsibilities or duties involve any aspect of the administration of the Plan from personal liability in respect of their acts or omissions in respect of the administration of the Plan, except where the act or omission was fraudulent or in bad faith on the part of the employee, officer, or director.

** III.20.13. In the event that a Vested Member or former Member who remains entitled to a benefit under the Plan, and has not yet retired from the Plan, is certified by a Medical Practitioner as having a terminal illness that will likely shorten the Member's life expectancy considerably, the Member may elect to convert all or part of his benefit in the manner prescribed under the Applicable Pension Laws to a lump- sum payment, or series of payments for a fixed term. If the Member or former Member has a Spouse, he may only make such an election if his Spouse waives her entitlement of her survivor benefits in the manner prescribed under the Applicable Pension Laws.

III.21. NOTICE

III.21.01. Any agreement or communication required or authorized to be given pursuant to this Agreement shall be in writing and delivered personally or sent by prepaid registered mail or sent by fax transmission addressed to the party to receive such notice at the address specified below:

TO:	The City of Edmonton 3 rd Floor, City Hall 1 Sir Winston Churchill Square Edmonton, Alberta T5J 2R7 Attention: City Manager Fax: 780-496-8220	To:	The Edmonton Fire Fighters' Union #200, 7024 – 101 Avenue T6A OH7 Edmonton, Alberta Attention: President Fax: 780-420-1667
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III.21.02. Any notice or communication shall be deemed to be delivered personally, and shall be deemed to be received, when left during normal business hours at the address specified above, any notice sent by prepaid registered mail shall be deemed to have been received on the third (3rd) business day following posting and any notice sent by fax transmission shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice elsewhere in Alberta by notice in writing to the other party.

III.22. ARBITRATION

III.22.01. All differences between the parties and persons bound by this Agreement which concern the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the differences are arbitrable, shall be settled in accordance with the article of the collective agreement between the City and Union dealing with the grievance procedure.

III.22.02. The decision of the Arbitration Board is final and binding upon the parties and the parties shall forthwith give effect to it.

III.22.03. Nothing in this Agreement detracts from the right of either party to bargain collectively with respect to terms and conditions of this Plan and to have a determination made by a compulsory Arbitration Board established pursuant to the Labour Relations Code.

III.23. COLLECTIVE AGREEMENT

III.23.01. This Agreement shall be deemed to be incorporated into and form a part of any collective agreement between the Union and the City.

III.23.02. The Agreement shall, when duly executed, supersede and replace all other existing agreements between the City and the Union with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties and which are not contained, or referred to, in the Agreement.

IN WITNESS THEREOF the parties hereto have set their hands and corporate seals, at the hands of their authorized signing officers, duly authorized in that behalf on the date below.

SIGNED this 14th day of October, A.D. 2008

THE EDMONTON FIRE FIGHTERS' UNION

THE CITY OF EDMONTON

Greg Holubowich
President

Stephen Mandel
Mayor

Brad Hoekstra
Secretary

Alayne Sinclair
City Clerk

Mark Beliveau
WITNESSED BY: