

Authority: Government Management Committee Item GM24.1, as adopted by City of Toronto Council on January 31, February 1 and 2, 2018

CITY OF TORONTO

BY-LAW 159-2018

To consolidate former Metropolitan By-law 15-92 and all amendments respecting pensions and other benefits.

Whereas By-law 15-92 of the former Municipality of Metropolitan Toronto, a by-law "To provide pensions for employees, their spouses and children of the Metropolitan Corporation and other participating employers", as heretofore amended, governs the Metropolitan Toronto Pension Plan; and

Whereas the City has entered into an agreement with the OMERS Sponsors Corporation and the OMERS Administration Corporation for the transfer of the Plan's assets and liabilities to the OMERS Primary Pension Plan pursuant to section 80.4 of the *Pension Benefits Act* (Ontario), and the agreement requires that the City enact a revised version of the Plan's text consolidating all amendments; and

Whereas it is desirable that such revised version include certain administrative harmonizations;

The Council of the City of Toronto enacts:

1. In this by-law,
 - (a) "Schedule" means Schedule A attached to this by-law;
 - (b) "Plan" means the Metropolitan Toronto Pension Plan.
2. The revised version of the text of Plan set forth in Schedule A is hereby adopted as the text of the Plan in substitution for the text of the Plan as expressed in the content of By-law 15-92 of the former Metropolitan Corporation, as amended.
3. The text of Schedule A shall be interpreted having regard to
 - (a) the assumption by the City of all obligations of the former Metropolitan Corporation as of January 1, 1998; and
 - (b) the retirement in 2012 of the last active member of the Plan.
4. By-law 15-92 of the former Metropolitan Corporation and all by-laws adding same are repealed.

Enacted and passed by an affirmative vote of at least two-thirds of the Members of Council present and voting on February 1, 2018.

Frances Nunziata,
Speaker

Ulli S. Watkiss,
City Clerk

(Seal of the City)

SCHEDULE A

METROPOLITAN TORONTO PENSION PLAN

EFFECTIVE January 1, 1992

AS AMENDED TO JANUARY, 2018

INTERPRETATION

Definitions

1. (1) In this Schedule, unless the context otherwise requires,
 - (a) "accumulated interest" means,
 - (i) subject to subclause (ii), interest earnings credited and compounded yearly at a rate determined annually by the Board of Trustees in accordance with the PBA;
 - (ii) with respect to funds transferred from a superseded plan with respect to any member, the interest earnings included therein credited to the member up to the date of transfer in accordance with the provisions of the superseded plan;
 - (b) "actuarially equivalent" means, with respect to two values, equivalent as determined by the actuary on the basis of actuarial assumptions in accordance with the PBA and, to the extent applicable, the instructions of the Board of Trustees;
 - (c) "actuary" means the actuary for the Plan as set forth in section 10;
 - (d) "area municipality" means an area municipality as defined in the Municipality of Metropolitan Toronto Act;
 - (e) "child" means a person with respect to whom a member is a parent;
 - (e.1) "City" means the City of Toronto incorporated by the *City of Toronto Act, 1997*;
 - (f) "commencement date" means,
 - (i) for the principal employer, the 1st day of January, 1954; and
 - (ii) for an eligible employer, the date on which such employer's participation in the Plan became effective;

- (g) "commuted value" means, with respect to a benefit under the Plan, the value thereof as of a fixed date, as calculated by the actuary in the manner prescribed by the PBA, subject to subsection 42(3);
- (h) "contributory earnings" means, notwithstanding the operation of clause 13(1)(e) and/or subsection 13(5), the following earnings of a member from an employer during membership in the Plan:
 - (i) before the 1st day of January, 1978, all such earnings; and
 - (ii) on and after the 1st day of January, 1978, such earnings exclusive of salary or wages paid for overtime, payments made with respect to unused sick leave credit gratuities and payments made as retirement bonuses or otherwise as a result of retirement or other termination of employment whether in respect of loss of office or employment or in respect of long service or otherwise,

provided that in the absence of any other evidence made available to the Board of Trustees, and subject to subsection (3), the contributory earnings of a member shall be deemed to be

- (iii) the contributory earnings that would have given rise to the amount of contributions actually received by the fund in respect of the member;
- (i) "Council" means the Council of the City, effective January 1, 1998);
- (j) "credited service" means the total period of a member's service in respect of which all contributions of the member to the fund required under the Plan have been made and includes any service established for a member under subsections 13(2) or (3) or section 14;
- (j.1) "dependent" means, with respect to an individual, dependent in the manner set forth in the definition of "dependant" in subsection 8500(1) of the ITAR;
- (k) "earnings" means the compensation, as that word is defined in subsection 147.1(1) of the *Income Tax Act* (Canada), paid to an employee by an employer including the value of any perquisites received from an employer;
- (l) "eligible employer" means
 - (i) a local board of the City, effective January 1, 1998);
 - (ii) an area municipality or a local board thereof; or
 - (iii) Toronto and York Roads Commission;
- (m) "employee" means any member in the employ of the principal employer or of a participating employer as certified by such employer for the purpose of the Plan, including any person lawfully designated as being in such employ by any Minister of the government of the Province of Ontario, and "employee

member" and "employee pensioner" mean, respectively, a person who is a member or a pensioner as a result of being or having been in such employ;

- (n) "employer" means the principal employer or one of the participating employers;
- (o) "espousal" means the commencement of a spousal relationship, and if the Board of Trustees so directs, in the case of a person who is the married spouse of a member and could also establish status as a spouse under clause (1)(ee)(ii) if their marriage were disregarded, the commencement of their relationship shall be determined under that clause;
- (p) "fire fighter member" means a member so designated by the member's employer on terms approved by the Board of Trustees;
- (q) "fund" means the monies, securities, negotiable instruments, investments and other property administered by the Board of Trustees, including assets assigned or otherwise transferred from a superseded plan, for the carrying out of the purposes of the Plan;
- (q.1) "ITAR" means the Regulations under the *Income Tax Act* (Canada);
- (r) "member" means:
 - (i) an employee whose application for membership in the Plan has been accepted by the Board of Trustees;
 - (ii) a pensioner; or
 - (iii) a person entitled to a deferred pension under the Plan;
- (s) (REPEALED: By-law 148-97);
- (t) "month" means, with respect to service of a member, any calendar month in which the member is in the employ of an employer for fifteen days or more;
- (u) "parent" includes an individual who has demonstrated a settled intention to treat a child as a child of the individual's family, except under an arrangement whereby the child is placed for valuable consideration in a foster home by a person having lawful custody of the child;
- (v) "participating employer" means an eligible employer who has entered into an agreement in accordance with section 11 and who has not effected a written discontinuance of such participation approved by the Council;
- (w) "PBA" means the *Pension Benefits Act*;
- (x) "pensionable earnings" means, with respect to a member, the result obtained by taking the sum of the member's contributory earnings for the sixty months

of consecutive credited service during which such contributory earnings were the highest and dividing such sum by five;

- (y) "pensioner" means a person in receipt of monthly benefits under the Plan;
- (z) "Plan" means, except in the expression "superseded plan", the Metropolitan Toronto Pension Plan continued by this Schedule, as amended from time to time;
- (aa) "principal employer" means the City;
- (bb) "retirement" means the termination of a member's employment with an employer under circumstances entitling the member to receive pension benefits in accordance with the Plan, and the verb "retire" has a corresponding meaning;
- (cc) "service" means the total periods of time with respect to which an employee is:
 - (i) in receipt of pay from an employer;
 - (ii) on leave without pay authorized in writing by the employer because of illness or any other reason, to the extent not inconsistent with the statutory and regulatory provisions mentioned in clauses 42(4)(a) to (c) including, without restriction, sections 8503 and 8507 of the ITAR; or
 - (iii) absent without pay on Her Majesty's Service during a recognized period of war or national emergency,

provided that this clause shall be interpreted, in the case of service accruing prior to the 1st day of January, 1992, in accordance with Pension Reform Update 92 8R and Information Circular No. 72 13R8 issued by Revenue Canada;

- (dd) "spousal relationship" means the relationship between a member and an individual who are spouses of each other;
- (ee) "spouse" means either of two persons with respect to whom it has been demonstrated to the satisfaction of the Board of Trustees that they are:
 - (i) married to each other, except that a person who is lawfully married to an employee member but living separate and apart from the member on the date on which payment of a benefit under the Plan to or on account of the member first becomes due shall be deemed not to be the member's spouse at the member's death if the member then has a spouse within the meaning of subclause (ii); or
 - (ii) living together in a conjugal relationship

- (A) of a continuous duration of at least three years; or
- (B) of some permanence, if they are the parents of a child, as set out in the *Children's Law Reform Act*,

provided that this subclause shall apply with respect to a member and a person of the same sex only if the member has died on or after the 5th day of June, 1998;

- (ff) "superseded plan" means a pension plan to which an employer was contributing prior to the commencement date;
- (gg) "Trustees" means the Trustees elected or appointed from time to time to the Board of Trustees established by section 3, and "Board of Trustees" means that Board;
- (hh) "war service" means war service as defined in the Municipal Act.

- (2) Any direct or indirect reference in this Schedule to a labelled "section" or any constituent or subdivision thereof shall mean, unless the contrary is expressed, the correspondingly-labelled section, constituent or subdivision, as applicable, of this Schedule.

Statutory
Enactments

- (3) Any reference in this Schedule to a statutory enactment or any regulations thereunder shall be taken as a reference to such enactment or regulations as amended from time to time, including any successor enactment or regulations.

Deemed
Contributory
Earnings

- (4) The Board of Trustees may determine that the contributory earnings of a member are other than as described in subclause (1)(h)(iii), but only if the member's employer has agreed to pay into the fund any unfunded liability occasioned by such determination and only if such determination will not subject the plan to revocation of its status as a registered pension plan under the *Income Tax Act* (Canada).

CONTINUATION OF PLAN AND PREVIOUS BENEFITS

Plan

2. (1) The Metropolitan Toronto Pension Plan established under By-law 426 and continued under By-law 64-83 as amended is further continued under the same name and, from and after January 1, 1992, shall be maintained and conducted in accordance with the provisions of this Schedule.

Previous
Benefits

- (2) The annual amount of pension to which a person was entitled under the provisions of By-law 64-83 and amendments thereto in effect immediately prior to January 1, 1992, shall continue.

BOARD OF TRUSTEES: CONSTITUTION AND PROCEDURE

Members

3. (1) The administrator of the Plan shall be a Board of Trustees constituting a "pension committee" within the meaning of the PBA and consisting of

Chair	(a) one person appointed by the Council who is not a member of the Council and who shall be the Chair of the Board;
CM Appointee	(b) one person appointed by the City Manager from among his or her subordinates
CFO Appointee	(c) one person appointed by the Chief Financial Officer from among his or her subordinates;
City Treasurer	(d) the City Treasurer, who may from time to time designate one of his or her subordinates, other than the Secretary of the Board or a person acting for that Secretary, to attend and vote at one or more specific Board meetings or at Board meetings generally, in his or her stead;
Pensioners	(e) three members of the Plan elected by the pensioners in accordance with section 5.
Further Appointment	(1.1) Notwithstanding the appointment of a person under clause (1)(b) or (c), the City Manager, or the Chief Financial Officer, as the case may be, may at any time make a further appointment under such clause and thereupon such further appointment shall, to the extent inconsistent with any previous appointment, supersede such previous appointment.
Cessation of Office	(1.2) The cessation in office of the City officer who has made the appointment of a designate under clause (1)(b) or (c), shall not affect the continuing validity of such appointment.
Powers of Office	(1.3) If there is a cessation of office as described in subsection (1.2), the individual exercising the powers of that office during any resulting vacancy shall have the power to make a further appointment under subsection (1.1).
Cessation of Employment	(1.4) The cessation of the employment with the City of any designate appointed under clause (1)(b) or (c) shall constitute his or her resignation from the Committee.
Term of Office (Non- Designates)	(2) Except as provided for in subsection (3), the term of office of a Trustee shall coincide with the term of office of the Council in existence when the Trustee is elected or appointed and until the Trustee's successor has been elected or appointed.
Term of Office (Designates)	(3) Subject to subsection (1.1), the term of office of any designate provided for in clause (1)(b) or (c) shall coincide with the remainder of the term of the Council in existence when the designate is appointed, or such shorter term as the document appointing the designate may specify.
Board Majority Decisions / Quorum	(4) Subject to subsections (4.1) to (4.4), decisions of the Board of Trustees shall be by majority vote at a meeting of which all its members have been given reasonable advance notice and at which there is present a quorum consisting of

City Treasurer (a) the City Treasurer or such Treasurer's designate; and

Trustees (b) three other Trustees.

Attending
Trustee's
Conflict of
Interest

(4.1) If at any meeting of the Board of Trustees a Trustee is present whose interest with respect to any matter to be considered thereat conflicts with his or her duties and powers as a Trustee,

(a) such Trustee shall

(i) prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;

(ii) refrain from taking part in the discussion of, or any vote concerning, the matter;

(iii) refrain from attempting in any way whether before, during or after the meeting to influence any such voting; and

(iv) leave the meeting prior to, and not return during, consideration of such matter;

(b) the person presiding at the meeting shall see that such Trustee is given a reasonable opportunity to comply with subclause (a)(iv) and to return to and fully participate in the meeting whenever that subclause is not in operation.

Absent Trustee's
Conflict of
Interest

(4.2) Where the interest of a Trustee has not been disclosed as required by subclause (4.1)(a)(i) by reason of his or her absence from the meeting referred to therein, the Trustee shall disclose same and otherwise comply with clause (4.1)(a) at the first subsequent meeting of the Board of Trustees which he or she attends.

Effect of
Conflict on
Quorum

(4.3) If at any duly constituted meeting of the Board of Trustees the operation of subsection (4.1) would prevent the requirements of subsection (4) from being met with respect to any matter under consideration, the Trustees present to whom that subsection does not apply shall, if at least three in number, be deemed to constitute a quorum in that respect.

Abstention

(4.4) For the purposes of subsection (4), any Trustee who abstains from voting on any matter shall be treated as having cast a negative vote.

(5) (REPEALED: By-law 130-2016)

Acting
Chairman

(6) In the absence of its chairman from any meeting, the Board of Trustees may appoint an acting chairman from among its members to preside, who shall discharge the duties of the chairman at the meeting.

(7) (REPEALED: By-law 130-2016)

Vacancy	(8) If a vacancy occurs in the office of a Trustee
Council-appointed Trustee	(a) appointed by the Council pursuant to clause (1)(a), the Council shall expeditiously thereafter appoint a successor pursuant to such clause for the remainder of the term described in subsection (2);
Elected Trustee	(b) elected by the pensioners pursuant to clause (1)(e) <ul style="list-style-type: none"> (i) not later than the last day of May in the last year of the term of office of a Council, such vacancy shall be filled by election pursuant to the provisions of (clause 7(a) for the remainder of the term described in subsection (2); (ii) later than the day mentioned in subclause (i), the office shall remain vacant until the next Board of Trustees is elected, unless the Council directs that there shall nevertheless be an election as called for by that subclause;
Designate	(c) appointed pursuant to clause (1)(b) or (c), the City officer responsible for making an appointment under that clause shall expeditiously appoint a successor designate.

**BOARD OF TRUSTEES:
DUTIES AND POWERS**

Duties	4. (1) The duties of the Board of Trustees shall be as follows:
Contributions Custody	(a) to be responsible for the receipt of all contributions to the fund and for the custody of the fund;
Administration/ Investment	(b) to administer and invest the fund as required from time to time in accordance with the PBA, exercising therein the care, diligence and skill that a person of ordinary prudence would exercise in dealing with the property of another person;
Actuary	(c) to appoint the actuary;
Advice to Council	(d) to advise the Council of the condition of the fund and of any action which may be necessary or desirable to safeguard the same or improve its operation, expeditiously after receiving the actuary's reports;
Payments	(e) to be responsible for the payment out of the fund of benefits to which members become entitled under the Plan;
Records	(f) to keep proper and correct records with respect to <ul style="list-style-type: none"> (i) all receipts of, and disbursements from, the fund to the satisfaction of the City Auditor, and to produce such records for the inspection of the City Auditor at any time;

- (ii) the members, including all data necessary to determine the benefits to which each member may be entitled;
- Communi-
cations (g) to consider all communications from members concerning their benefits, privileges and responsibilities and to make any necessary decisions thereon;
- Validity of
Claims (h) to determine the validity of all claims against the fund, including the obtaining of all necessary declarations, certificates or other evidence of any condition or thing whose determination is required for the proper administration of the Plan;
- Incompetents (i) where a person entitled to any benefit payable under the Plan is incompetent to act on his or her own behalf, to make such provisions as may be expedient having regard for the safeguarding of the interests of the recipient and the fund;
- Disclosure (j) to see to compliance with the disclosure requirements of section 46;
- Reporting (k) to comply with all reporting and other notification requirements of and pursuant to the PBA and of the *Income Tax Act* (Canada).
- Special
Knowledge
and Skill (2) Each Trustee shall use in the administration of the Plan and in the administration and investment of the fund all relevant knowledge and skill that such Trustee possesses or, by reason of profession, business or calling, ought to possess.
- Delegation (3) Notwithstanding any other provisions of the Plan, but subject to the PBA, the Board of Trustees may, where it is reasonable and prudent in the circumstances so to do, in consideration of payment from the fund of fees and expenses, if any, not in excess of those that are usual and reasonable, engage
- Custodial
Trustees (a) one or more custodial trustees personally selected by the Board to retain custody of any of the assets of the fund;
- Investment
Counsel (b) one or more investment counsel personally selected by the Board to invest any of the monies of the fund,
- if the Board is in each case satisfied of the suitability of such custodial trustee or investment counsel to perform such responsibility, but the Board shall carry out such supervision of each such custodial trustee and each such investment counsel as is prudent and reasonable.
- Interest on
Overdue
Payments
and Refunds (4) Notwithstanding any other provisions of the Plan, the Board of Trustees may authorize to the extent not inconsistent with the Plan's continued status as a registered plan under the *Income Tax Act* (Canada) that there be paid from the fund as an additional benefit, interest on:
- (a) any benefit whose payment has been delayed; and

(b) the refund of any overpayment made to the fund,
and may determine the rate of such interest.

Agreements and
Instruments

(5) The Board of Trustees shall have power to enter into, execute and receive the benefit of whatever agreements and other instruments are necessary for the proper exercise of its duties under the Plan, and for the purposes of acquiring, holding and disposing of land to carry out the objects of the Plan, the Plan shall be deemed to be a body corporate of which the Board of Trustees is the board of directors.

Filing of
Agreements

(5.1) A copy of each agreement entered into between the Board of Trustees and the principal employer or any participating employer shall be filed with the Financial Services Commission of Ontario.

Questions and
matters not
provided for

(6) The Board of Trustees shall, in consultation with the actuary but without bringing about any change in or contravention of this Plan, decide

(a) all questions and matters relating to the operation of the Plan but not provided for in the Plan or in any agreement in connection therewith or in the PBA;
and

(b) all differences arising in regard to the meaning or application of the Plan in any agreement mentioned in clause (a) and all rights or obligations of the parties concerned, the implementation or enforcement of which will not involve any such change or contravention,

and any such decision of the Board shall be conclusively binding on all concerned.

ELECTION OF PENSIONER REPRESENTATIVES TO BOARD OF TRUSTEES

Procedure

5. The election of the members of the Board of Trustees who are the representatives of the pensioners pursuant to clause 3(1)(e) shall be conducted as follows:

Call for
Nominations

- (a) in the last year of each term of the Council, the clerk of the City shall, at least one month prior to the third Friday in the month of September in that year, cause to be circulated to each pensioner
- (i) a notice calling for nominations for such positions;
- (ii) a nomination form with instructions for completion, taking into appropriate account the content of clause (b) and, if and to the extent applicable, clause (a.1) or (a.2);
- (a.1) if there are fewer than three pensioners, no seconder shall be required for a nomination;

- (a.2) if there is only a single pensioner, the pensioner may nominate himself or herself, in which case the pensioner shall be acclaimed as the successful candidate and clauses (c) to (d) shall be disregarded;
- Nomination Process
- (b) only properly completed nomination forms
- (i) signed by the nominator and, subject to clause (a.1), a seconder;
- (ii) signed, subject to clause (a.2), by the person nominated indicating acceptance of the nomination; and
- (iii) returned to the clerk of the City on or before 4:30 p.m. on the said third Friday, effective January 1, 1998),
- will be processed;
- Preparation and Distribution of Ballots
- (c) after the said third Friday, the clerk of the City shall expeditiously
- (i) determine whether the requirements of clause (b) have been met and whether the persons nominated are pensioners;
- (i.1) if no properly completed nomination forms have been received from the pensioners, proceed with an election by the pensioners in accordance with subsection 6(3);
- (ii) prepare a ballot containing the names of all eligible nominees; and
- (iii) cause to be distributed to each pensioner a ballot, together with instructions as to the manner of voting, including the content of clause (d);
- Withdrawals
- (c.1) if the withdrawal from candidacy of any person properly nominated pursuant to clause (b) comes to the attention of the clerk of the City
- (i) prior to distribution of ballots in accordance with subclause (c)(iii), the clerk of the City shall take whatever action is necessary to allow for such withdrawal, but only if there is in the opinion of the clerk of the City sufficient time to do so without creating a serious risk of reducing the number of ballots that could be returned in compliance with clause (d);
- (ii) following distribution of ballots in accordance with subclause (c)(iii), any ballot returned in accordance with clause (d) and containing a vote for such a person shall be disregarded;
- Close of Poll
- (d) only properly completed ballots returned to the clerk of the City in a sealed envelope on or before 4:30 p.m. on the third Friday in the month of November in the said year, at which time the poll will be closed, will be counted;

- Counting and Advice to Members
- (e) after the close of the poll, the clerk of the City shall expeditiously
 - (i) count the ballots returned prior to the close of the poll; and
 - (ii) notify all pensioners of the results of the election.

6. (REPEALED: By-law 130-2016)

**VACANCY IN OFFICE OF
MEMBER ELECTED TRUSTEE**

- Pensioner Representative
7. Whenever the office of a Trustee elected by the pensioners pursuant to section 5 becomes vacant:
- Before last 6 months
 - (a) as described in subclause 3(8)(b)(i), the clerk of the City shall expeditiously proceed under section 5, except that
 - (i) the final date for receipt by the clerk of nominations as mentioned in subclause 5(b)(iii) shall be such date as the clerk determines will be one month later than the date on which the notice calling for nominations will have been fully circulated as required;
 - (ii) the date for closing of the poll as mentioned in clause 5(d) shall be one month later than the final date referred to in subclause (i);
 - During Last 6 Months
 - (b) as described in subclause 3(8)(b)(ii), the clerk of the City shall apply to the Executive Committee of the Council for directions pursuant to that subclause.

ADMINISTRATIVE SERVICES AND COSTS

- Staff; Services
8. (1) Subject to subsections (2) and (3), the City Treasurer shall, through the facilities of the City Treasury Department, provide all administrative staff and services required for the efficient operation of the Plan.
- Secretarial Services
- (2) The clerk of the City shall, through the facilities of the City Clerk's Department, record the proceedings of the Board of Trustees and execute such secretarial instructions as may be received from the Board of Trustees.
- Treasurer; Auditor
- (3) The City Treasurer and the City Auditor shall be the Treasurer and the Auditor respectively of the fund and they shall report annually to the Board of Trustees and the City.
- Fund Expenses
- (4) Subject to the approval of the Board of Trustees, the following shall be paid from the fund:
- (a) fees payable to the actuary, medical practitioners, custodians and advisers retained by the Board of Trustees;
 - (b) direct costs arising out of the administration of the fund; and

- (c) expenses actually incurred by a Trustee in the capacity as such, provided that the expenses shall be in accordance with the by law of the Council respecting the expenses of its members.

Employer Costs (5) The employers shall pay all costs in connection with the Plan not provided for in subsection (4), including the remuneration of the chairman of the Board of Trustees and the costs associated with subsections (1) to (3).

PAYMENT FROM FUND

Pension Benefits 9. (1) Notwithstanding the provisions of subsection 4(1), the City Treasurer is authorized to commence payment of pension benefits to or in respect of members upon being satisfied that entitlement thereto exists and shall each month forward to the Board of Trustees a list of all payments so commenced during the previous month for the Board's concurrence.

Payment from Fund (2) All payments out of the fund shall be made by cheque bearing a principal signature and a countersignature in accordance with the by law of the City in force from time to time providing for the signing of cheques issued by the City.

Integration (3) Where a benefit is payable to or on account of a member under a superseded plan the contributions to which have entitled the member to credited service, such benefit shall to the extent associated with such service be considered to form part of any non-refund benefit payable to or on account of the member under the Plan, and the payments from the fund shall be reduced accordingly.

Commencement/Termination (4) Pension payments from the fund shall be made monthly commencing on the first day of the month next following

(a) the last day for which salary is paid in the case of retirement; or

(b) the date on which a person becomes entitled to receive a pension,

as the case may be, and shall continue up to and including the first day of the month in which death occurs or the recipient ceases to be eligible.

ACTUARY

Qualifications 10. (1) There shall be an actuary for the Plan who shall be a Fellow of the Canadian Institute of Actuaries appointed by the Board of Trustees, or a firm of which such a Fellow is an employee, partner or officer.

Duties (2) The actuary shall advise the Board of Trustees with respect to all matters submitted to the actuary for advice, including matters affecting the solvency of the fund and shall prepare such actuarial statements and reports as may be required by competent public authorities.

Reports (3) The actuary shall report to the Board of Trustees each year on the general condition of the fund and at least every two years shall prepare and submit to

the Board a complete valuation of the assets and liabilities of the fund upon such assumptions as the actuary may deem proper together with any changes in rates of benefit or contribution or otherwise which the actuary may deem necessary or advisable for the safeguarding of the fund or for the better carrying out of the purposes of the Plan.

PARTICIPATION OF EMPLOYERS

- Participation Agreements **11.** (1) An eligible employer shall participate in the Plan in accordance with an agreement, which shall also govern admission of its employees to plan membership, subject to any elections properly made under the provisions of the Plan.
- Continuation (2) The agreements heretofore entered into by the participating employers shall remain in full force and effect from and after January 1, 1992.

MEMBERSHIP

- Continuation **12.** (1) The members of the Plan immediately prior to January 1, 1992 shall continue to be members.
- Eligibility (2) Employees eligible for membership in the Plan immediately prior to January 1, 1992 shall continue to be eligible.
- Change of Employers (3) A member who on termination of service with a participating employer, next becomes employed by another participating employer, shall leave his or her contributions in the fund and the member's membership in the Plan shall continue without interruption.

CONTRIBUTIONS BY MEMBERS

- Annual Amount **13.** (1) Subject to subsections (1.1) and (1.2), section 14 (waiver of contributions during total disability) and the contribution limit imposed by subparagraph 8503(4)(a)(i) of the ITAR, each employee member shall contribute to the fund by payroll deduction in each pay period whatever amount will, together with all other such contributions of the member in the same calendar year, total
- (a) if the member is a firefighter, 8 per cent;
- (b) if the member is not a firefighter, 7 per cent,
- of the member's effective contributory earnings for that year not in excess of a ceiling level of \$77,500.00, reduced by 1.5 per cent of that portion of those contributory earnings not in excess of such year's maximum pensionable earnings as defined in the Canada Pension Plan, but no such contributions shall be payable after
- (c) the 30th day of November in the year in which the member attains the age of sixty nine years; or

- (d) if the age of the member in completed years on the 31st day of December, 1996, was sixty nine,
 - (i) the 30th day of November, 1997; or
 - (ii) if earlier, the last day of the month preceding the month in which the member attains the age of seventy years,

as the case may be, nor after

- (e) accrual by the member of thirty-five years of credited service.

Contribution
Reduction
1998 - 2003

- (1.1) Except as specified in subsection (1.2), during the period from and including July 1, 1998, to and including June 30, 2003, clauses (1)(a) and (b) shall be interpreted as if the contributory rates specified therein were 6 per cent. and 5 per cent respectively rather than the rates of 8 per cent and 7 per cent provided for therein.

Contribution
Holiday
1999 to 2004

- (1.2) During the calendar years 1999, 2000, 2001, 2002, 2003 and 2004, subsection (1) shall be interpreted as if the percentages specified therein were all zero.

Disability

- (2) Where a member is:
 - (a) absent from the employer's service without pay because of illness;
 - (b) not entitled to accrual of credited service under section 14;
 - (c) in receipt of disability benefits under the provisions of the *Workplace Safety and Insurance Act, 1997* or the *Employment Insurance Act (Canada)*; and
 - (d) not in receipt of a disability pension under section 25,

the member may, subject to the contribution limit imposed by subparagraph 8503(4)(a)(i) of the ITAR, establish credited service for such period of absence by making the contributions to the fund that would have been required to be made if the member's service had continued without the absence.

Credited
Service
for Absence

- (3) Where a member does not make a contribution under subsection (1) during an absence described in subclause 1(1)(cc)(ii) or (iii), the member may thereafter establish credited service for the period of such absence by paying into the fund, subject to the contribution limit imposed by subparagraph 8503(4)(a)(i) of the ITAR, an amount equal to the sum of
 - (a) the contributions which the member would have made but for the absence; plus
 - (b) such portion, if any, of the contributions which the member's employer would have made but for the absence, as the employer may have imposed on the member as a condition for authorizing the absence,

together with accumulated interest, and such sum may be paid by payroll deduction of at least an additional 1 per cent of earnings until such sum is paid in full.

Other
Contributions

- (4) Voluntary additional contributions by a member shall be in accordance with section 17.

Refund of
Certain
Contributions

- (5) If, before the 1st day of January, 1999, a member made contributions under this section while having credited service in excess of thirty-five years, such contributions shall, subject to subsections (6) and (7), be refunded to the member or, if the member is deceased, to the person(s) receiving a pension in respect of the member, in either case with interest at the following rate(s), as applicable:

- (a) 3 per cent per annum up to the 31st day of December, 1977; and thereafter
- (b) 5 per cent per annum up to the 31st day of December, 1986, and thereafter
- (c) for each calendar year or part thereof, the rate equal to the average monthly yield in that calendar year of five year personal fixed term chartered bank deposits as determined from the Canadian Socio Economic Information Management (CANSIM) Series B 14045 published monthly in the Bank of Canada Review, on the basis that if such refund is made prior to the published availability of any such yield for any calendar year, the rate for such year shall be deemed to be equal to the corresponding yield for the most recent calendar year for which such availability exists.

Reduction

- (6) The amount of any contributions refunded under subsection (5) shall be reduced by any amount paid to or in respect of the member under clause 22(1)(c), subsection 28(5) or clause 30(a) in respect of the period of service during which such contributions were made.

Effectiveness
of s. s. (5)

- (7) Subsection (5) shall not come into operation until the Superintendent of Financial Services has given consent to the refund therein provided for, pursuant to subsection 63(7) of the PBA.

WAIVER OF CONTRIBUTIONS DURING TOTAL DISABILITY

Accrual of
Credited Service

- 14.** (1) If a determination is made pursuant to subsections (2) and (3) that a member is totally disabled, credited service shall accrue for the member from the first day of the fifth calendar month following the month in which the member is determined to have become totally disabled, until the earliest of:
- (a) the member's normal retirement date;
 - (b) the date on which the member ceases to be considered totally disabled;
 - (c) the last day of the month preceding the month in which a pension elected by the member under the Plan commences;

- (d) the date of the member's death,
- and, during any such period of accrual of credited service,
- (e) the member shall, subject to subsection (7), be deemed to have made contributory earnings at the annual rate of contributory earnings for which contributions were last made by the member under subsection 13(1);
 - (f) the member shall not make contributions to the fund under subsection 13(1); and
 - (g) regardless of whether the member continues to have the status of an employee with respect to the employer, the member shall be regarded as an employee of the employer for the purposes of the Plan.

Term of
Disability

- (2) For the purposes of this section, a member may be determined to have become totally disabled as of the date of becoming wholly prevented because of mental or physical incapacity from performing the regular duties of the occupation in which such member was engaged immediately prior to such date, and in any such case total disability shall be considered to continue:
 - (a) during the first 24 month period immediately after such date as long as the member continues to be so prevented;
 - (b) after such period if and as long as the member is wholly prevented from engaging in any occupation or performing any work for compensation or profit for which the member is or may become reasonably qualified by education, training or experience.

Procedures

- (3) The Board of Trustees shall establish procedures for determination of whether or not a member is totally disabled within the meaning of subsection (2).

Medical
Examination

- (4) Every member determined pursuant to subsections (2) and (3) to have become totally disabled shall, at the request of the Board of Trustees and at the expense of the fund, submit from time to time to a medical examination by a legally qualified medical doctor appointed by the Board.

Non
Examination

- (5) If a member fails within sixty days after a request therefor to submit to a medical examination in accordance with subsection (4), the member shall be deemed not to be totally disabled.

Deemed
Cessation

- (6) Notwithstanding subsection (2), total disability shall be considered not to exist during any period in which the member engages in any occupation for compensation or profit other than an occupation associated with a rehabilitation programme approved by the Board of Trustees.

WSIB Benefits

- (7) As long as subsection (1) is in operation with respect to a member employed by the principal employer in receipt of benefits under the *Workplace Safety and Insurance Act, 1997* with respect to the disability causing such operation, clause (1)(e) shall

not apply and instead the deemed contributory earnings of the member during the period of accrual of credited service provided for in subsection (1) shall be the annual rate of contributory earnings for which the member would have made contributions if he or she had not been so disabled and had continued in the principal employer's service in the same position which the member held on commencement of the disability.

Agreements for
s. s. (7) Benefits

- (8) The Board of Trustees may enter into an agreement with a participating employer for the payment from the fund of a pension in accordance with subsection (7) for any of its employees who are members to whom that subsection would apply if employed by the principal employer, and who retire on or after a date stipulated in such agreement, if such agreement requires the participating employer to contribute to the fund in accordance with clause 18(2)(a).

CREDIT FOR PAST PUBLIC BODY SERVICE OR FOR WAR SERVICE

Election

- 15.** (1) Subject to subsection (2), a member may elect to establish credited service in the Plan, subject to the contribution limit imposed by subparagraph 8503(4)(a)(i) of the ITAR in respect of all or a part of the member's

(a) past service with

- (i) any municipality or local board in Canada;
- (ii) the civil service of Canada or of any province of Canada; or
- (iii) the staff of any board, commission or public institution established under any Act of Canada or any province of Canada; or

(b) war service,

by making payment in accordance with subsection (3), and section 16 shall then apply.

Trustees'
Approval

- (2) No election under subsection (1) shall become effective until approved by the Board of Trustees.

Cost

- (3) There shall be paid into the fund by or on behalf of a member who makes an approved election under subsections (1) and (2) an amount which is, as of the date such election is approved by the Board of Trustees, actuarially equivalent to the value of the credited service to be established.

Instalments

- (4) The amount to be paid into the fund by or on behalf of a member under subsection (3) may be paid in instalments on terms satisfactory to the Board of Trustees and a member may transfer any voluntary additional contributions made under section 17 to establish any part of the credited service under subsection (1).

EXTERNAL BENEFITS ASSOCIATED WITH PAST SERVICE

- Integration **16.** If any benefit from a source external to the fund is payable to or on account of a member who has established credited service by making payment in accordance with subsection 15(3), such benefit, to the extent associated with such service, shall be considered to form part of any non-refund benefit payable to or on account of the member under the Plan and the payments from the fund shall be reduced accordingly.

**VOLUNTARY ADDITIONAL CONTRIBUTIONS
BY MEMBERS**

- Limitation **17. (1)** In addition to contributions required under subsection 13(1), a member may make voluntary additional contributions to the fund, which may include, subject to subsection (2), contributions with respect to past service, up to the maximum amounts permitted by the Income Tax Act (Canada) for the purpose.
- Past Service (2) Where a member makes a voluntary additional contribution to the fund in respect of past service, such contribution shall be limited to contributions under section 15 in respect of service with any entity described in clause 15(1)(a) during periods when no contributions were made by the member to a registered pension fund, or in respect of war service.
- Deemed Contributions Non-Withdrawal (3) (REPEALED: By-law 148-1997)
- Deemed Contributions Non-Withdrawal (4) No voluntary additional contributions made by a member shall be withdrawn while the member remains in the service of an employer.
- Non- service VACs: Benefits (5) Voluntary additional contributions made to the fund by an employee member and not used to establish credited service, together with accumulated interest thereon, shall, in accordance with the Plan
- (a) upon termination of employment with the member's employer, be
- (i) paid as a lump sum refund; or
- (ii) applied to provide actuarially equivalent additional pension benefits, as the member may elects in writing;
- (b) upon the pre-retirement death of the member
- (i) leaving a spouse entitled to a benefit under clause 29(1)(a), be paid or applied as described in clause (a)(i) or (ii), as the spouse elects in writing;
- (ii) leaving no spouse as described in subclause (i), be paid as a lump sum refund to the member's estate.

CONTRIBUTIONS BY EMPLOYERS

- Monthly Matching Amount 18. (1) The principal employer and each participating employer shall contribute to the fund in monthly instalments for each month in addition to the required contributions made by the members under subsections 13(1) and (3) an amount equal to the total of all such contributions made by their respective employees for that month, except to the extent already provided for pursuant to clause 13(3)(b) or to the extent that such amount is not an eligible employer contribution for the purposes of subsection 147.2(2) of the *Income Tax Act* (Canada).
- Additional Amounts (2) In addition to the amounts payable under subsection (1), the principal employer and each participating employer shall contribute to the fund
- (a) for each of its employees to whom
- (i) subsection 14(7), 23.1(1) or 27(1) applies, at or before the time of payment of the first pension payment under this Plan in respect of such employee
- (ii) subsection 27(2) applies, forthwith after the making of the pension improvement therein referred to,
- an amount in each case by either a lump sum or in monthly instalments, actuarially equivalent to the commuted value of the total additional liability resulting to the Plan from the operation of that subsection as to that employee;
- (b) such amounts as the actuary may determine from time to time to provide for:
- (i) the cost of any going concern unfunded actuarial liabilities; and
- (ii) the cost of any solvency deficiency which may arise,
- in accordance with the PBA.
- No employer contributions (3) No employer shall make any additional contributions corresponding to any voluntary additional contributions made or deemed to have been made by a member pursuant to section 17.

TRANSFERS

- Transfers to Plan 19. (1) The Board of Trustees shall at the request of any member permit a transfer to the fund of any sum of money standing to the credit of the member in a superannuation or pension fund or plan to which contributions have been made by or on behalf of the member as a result of being employed by
- (a) the civil service of Canada or any province thereof;
- (b) the civic service of any municipality or local board in any province of Canada;

- (c) any board, commission or public institution established under any Act of Canada or of any province thereof; or
- (d) a corporation, institution or other organization where the member and other employees of such corporation, institution or organization are able to participate in any fund or plan maintained to provide pension benefits for persons employed by one or more of the bodies referred to in clauses (a), (b) and (c),

on the basis that the sum of money so transferred shall be used to purchase a period of credited service under the Plan whose value is actuarially equivalent to such sum and, in addition, the member may, within six months of being informed of such period of credited service by the Board of Trustees, contribute, pursuant to an appropriate written election provided to the Board, a further amount in a lump sum which will establish all or a part of any balance of such pensionable service as credited service, but in no event shall there be established for a member, a period of credited service greater than the period of such pensionable service.

Individual
Transfers from
Plan

- (2) A member who ceases to be an employee other than on retirement or death may in writing in accordance with the PBA elect, pursuant to clause 28(2)(c), to transfer a sum of money equal to
 - (a) the commuted value of the deferred pension described in subclause 28(1)(a)(i) as of the date of the transfer; or
 - (b) the total of the refunds described in clauses 28(2)(a) and (4)(a),
whichever is the larger,
 - (c) to the pension fund or plan related to another pension plan, if the administrator thereof agrees to accept the payment;
 - (d) into a retired savings arrangement prescribed under the PBA for the purpose of such transfers;
 - (e) for the purchase for the member of a life annuity that will not commence before the earliest date on which the member would have been entitled to receive payment of pension benefits under the Plan,

provided that the transferee agrees to administer the amount transferred as a pension or deferred pension in accordance with the PBA.

Group Transfer
to OMERS

- (3) Where the employees of a participating employer have elected to participate in the Ontario Municipal Employees Retirement System for future service and such employees subsequently elect to participate in the said system with respect to past service benefits, an amount, calculated by the actuary as of the effective date of the election on the basis of generally accepted actuarial methods, equal to the value of the pension benefits and any other benefits to which the employees are entitled

under the Plan, shall, on the written request of such employer, but only in accordance with the PBA, be transferred by the Board of Trustees to the Ontario Municipal Employees Retirement System, provided that the principal employer may, in its discretion, make such transfer in annual instalments, not exceeding fifteen, of an actuarially equivalent value.

NORMAL RETIREMENT AGE

- Age **20.** (1) The normal retirement age of a member shall be,
- (a) sixty years, where the member is a fire fighter member; and otherwise
 - (b) sixty five years.
- Date (2) The normal retirement date of a member shall be the last day of the month in which the member attains normal retirement age.

POSTPONEMENT OF RETIREMENT

- Postponement **21.** (1) A member may postpone retirement until a date no later than
- (a) the 30th day of November in the year in which the member attains the age of sixty nine years; or
 - (b) if the age of the member in completed years on the 31st day of December, 1996, was sixty nine, either
 - (i) the 30th day of November, 1997; or
 - (ii) the last day of the month preceding the month in which the member attains the age of seventy years,

whichever is the earlier,

as the case may be, and if the member continues employment with his or her employer after such date, the member shall be deemed for the purposes of the Plan to have retired on such date.

- Contributions (2) Subject to subsection 13(1), a member who has postponed retirement shall continue to make required contributions, and credited service shall accrue for such member, until actual retirement or deemed retirement pursuant to subsection (1), whichever first occurs.
- Amount (3) A member who elects to postpone retirement under this section shall be entitled to a pension commencing on actual retirement, or deemed retirement pursuant to subsection (1), whichever first occurs, and calculated in the manner prescribed in section 22.

**MEMBERS' PENSIONS AND BENEFITS
ON NORMAL RETIREMENT**

- Entitlement **22. (1)** Every employee member who retires on or after his or her normal retirement date shall be entitled to receive, subject to subsection (5),
- Pension (a) a pension for life in accordance with subsection (2), commencing on the first day of the month next following the month of retirement, having regard to subsection 21(3), provided that if there is a spouse of the member from whom the member is not living separate and apart on the date on which the first payment thereof is due, and such date is after December 31, 1987, such pension shall be a joint and survivor pension, the terms of which as to such spouse shall be as set out in section 31;
- VACs (b) if the member has made any voluntary additional contributions by which credited service was not established, either:
- Refund (i) a lump sum refund of such additional contributions with accumulated interest thereon; or
- Supple-
mentary
Pension (ii) a supplementary pension for life commencing as described in clause (a) in an amount having a commuted value equal to the refund described in subclause (i),
- as the member elects by written notice to the Board of Trustees prior to retirement; and
- 50% Rule
Lump
Sum (c) a lump sum payment equal to the amount, if any, by which the member's contributions required to be made to the fund under the Plan, with accumulated interest thereon, exceed one half of the commuted value, as of the date of the member's retirement, of the benefits payable on account of the member under the Plan, other than those referred to in clause (b), associated with such contributions.
- Amount (2) Subject to subsection 9(3), sections 16, 36 to 38 and 42 and clause 32(3)(a), the annual amount of pension payable to a member under clause (1)(a) shall be:
- 2%: Pre-
1992 (a) 2 per cent of the member's pensionable earnings multiplied by the total number of years and part of a year, not in excess of thirty five, of the member's credited service that has accrued prior to the 1st day of January, 1992;
- plus, if the total number of years and part of a year of service described in clause (a) is less than thirty five,
- 2%: Post
1991 (b) 2 per cent of the product of
- (i) the part of the member's pensionable earnings not in excess of the sum of

- (A) 50 times the "defined benefit limit" stipulated under the *Income Tax Act* (Canada) for the year in which the member ceased to be employed by the employer; plus
 - (B) 35 per cent of the average described in subclause (3)(b)(ii); and
 - (ii) the total number of years and part of a year, not in excess of the difference between the corresponding total in clause (a) and thirty-five, of the member's credited service that has accrued after the 31st day of December, 1991,

minus
 - CPP
 - (c) the reduction, when the member becomes 65 years of age or entitled to a disability pension under the Canada Pension Plan, described in subsection (3).
- CPP Reduction
 - (3) The reduction contemplated by clause (2)(c) shall be 0.7 per cent of the product obtained when
 - Years of Service
 - (a) the total number of years and part of a year, not in excess of thirty five, of the member's credited service after the 1st day of January, 1966
 - Earnings
 - (b) the lesser of
 - (i) the member's pensionable earnings; and
 - (ii) the average of the Year's Maximum Pensionable Earnings as defined in the Canada Pension Plan for the year in which the member ceased to be employed by the employer and for each of the two preceding years.
- Part-time Employment
 - (4) For the purpose of calculating under this section the pension of a member who is employed on other than a continuous full time basis,
 - (a) such member shall be deemed to have continuous service while so employed;
 - (b) credited service shall accrue for such member each year on a pro rata basis to that of a member employed on a continuous full time basis in a similar occupation with the same employer; and
 - (c) such member's pensionable earnings shall be calculated on the basis of annualized contributory earnings.
- Division
 - (5) The benefits under this section shall be subject to any right or interest therein that is

provided for in a domestic contract as defined in Part IV of the *Family Law Act, 1986* or in an order as to equalization of assets under Part I of that Act, to the extent not in excess of any limit specified for any such right or interest in the PBA.

EARLY RETIREMENT: GENERAL

- "Eligible Service" 23. (1) Notwithstanding any other provisions of the Plan, in this section "eligible service" means service of a member with any employer as defined in clause 1(1)(n) that is not credited service.
- Election / Commencement / Duration (2) If a member ceases to be an employee before normal retirement age for reasons other than death, the member may elect to receive, in lieu of a deferred pension under section 28, early retirement benefits in accordance with subsection (3), commencing on the first day of the month next following the month in which,
- Six Months' Notice (a) the member ceases to be an employee, if written notice of election under this section is received by the Board of Trustees before the day six months after the day on which the member ceases to be an employee; or
- Later Notice (b) the Board of Trustees receives written notice of election under this section, if such receipt occurs on or after the day six months after the day on which the member ceases to be an employee.
- Amount (3) Subject to subsection (3.1), the benefits payable to a member under this section shall be calculated in the manner prescribed in section 22, except that if the sum of
- (a) the age of the member, counted in completed years and months; and
- (b) the member's credited service and eligible service, likewise counted,
- is less than eighty five completed years, the product resulting from the operation of clauses 22(2)(a) and (b) shall be reduced by a percentage equal to 4 per cent multiplied by
- (c) the number of years, counted in completed years and months, by which the member's age at the date the early retirement benefits are to commence is less than the normal retirement age of the member; or
- (d) eighty-five minus the sum of the number of years, counted in completed years and months, of the member's credited service and eligible service and the member's age at the date the early retirement benefits are to commence,
- whichever is the lesser.
- Modified Reduction 1998 – 2003 (3.1) During the period from and including July 1, 1998, to and including June 30, 2003, subsection (3) shall be interpreted as if
- (a) the number of completed years specified immediately following clause (b) thereof were eighty rather than eighty-five as there provided;

- (b) the percentage specified immediately prior to clause (c) thereof were 2½ per cent. rather than 4 per cent. as there provided;
- (c) the number specified at the beginning of clause (d) thereof were eighty rather than eighty-five as there provided.

Non Continuous
Service

- (4) For the purpose of making the calculation in subsection (3) for a member employed on other than a continuous full time basis, appropriate fractions of a year shall be used in the case of both credited service and eligible service.

EARLY RETIREMENT: DOWNSIZING

Agreement

- 23.1** (1) Where the principal employer or a participating employer has entered into a "Downsizing Agreement" with the Ontario Municipal Employees Retirement Board pursuant to section 26.2 of Ontario Regulation 890, as amended, to provide immediate early retirement to personnel who are contributors to the Ontario Municipal Employees Retirement System, such employer may enter into an agreement with the Board of Trustees to provide for members who are employed by such employer immediate early retirement on the same terms and conditions (except that any requirement as to minimum age for commencement of pension benefits in connection therewith may be omitted) to the extent not inconsistent with the provisions of
- (a) the *Municipal Act* and its regulations respecting approved pension plans; and
 - (b) the *Income Tax Act* (Canada) and its regulations respecting registered pension plans.
- (2) Where an agreement is entered into pursuant to subsection (1), subsection 24(2) shall apply with any necessary changes.

EARLY RETIREMENT: SPECIAL

Agreement

- 23.2** (1) Where an employee member has elected to receive early retirement benefits in accordance with subsection 23(3), the employer of such member may enter into an agreement with the Board of Trustees to provide for payment of such additional pension benefits as the Board of Trustees upon the advice of the actuary may approve, to the extent not inconsistent with the provisions of
- (a) the *Municipal Act* and its regulations respecting approved pension plans; and
 - (b) the *Income Tax Act* (Canada) and its regulations respecting registered pension plans.

Subsection 24(2)

- (2) Where an agreement is entered into pursuant to subsection (1), subsection 24(2) shall apply with any necessary changes.

EARLY RETIREMENT: FIREFIGHTERS

- Agreements **24.** (1) The Board of Trustees may enter into agreements with the Borough of East York, the City of North York and the City of York for the payment from the fund of
- (a) a pension calculated in the manner prescribed in subsection 22(2) commencing not more than ten years prior to the normal retirement date; or
 - (b) a benefit in lieu of the pension under clause (a),
- to any firefighter member employed by the said municipalities and to members who are also members of the Canadian Union of Public Employees, Local Union No. 10 employed by the City of York.
- Contents of Agreement (2) An agreement entered into pursuant to subsection (1) shall prescribe
- (a) contributions to the fund by the employees or the employer or both of them as the actuary certifies in writing as necessary to provide for the payment of the benefit;
 - (b) payments as the actuary certifies in writing to provide for any unfunded liability occasioned by the agreement;
 - (c) the qualifications for the benefit;
 - (d) the factors to be used in calculating the benefit;
 - (e) such other terms and conditions as the Board of Trustees may require.
- Agreements (3) Pursuant to subsection 19(1) of the PBA, with respect to any firefighter employee member who, after the 31st day of December 31, 1986, retires or otherwise terminates employment with an employer and thereby becomes entitled to benefits in accordance with any agreement entered into under the authority of a predecessor of subsection (1)
- (a) subsection 22(5) shall apply to such benefits; and
 - (b) such agreement shall be deemed to prescribe payment to the member of the lump sum described in clause 22(1)(c).

DISABILITY PENSIONS

- Eligibility **25.** (1) Any member in the active service of an employer below normal retirement age who has continuous service with the employer and other eligible employers totalling
- 10 Years (a) ten years and who becomes totally and apparently permanently disabled through injury or disease so as to be incapable of any employment for remuneration or profit; or

- 20 Years (b) twenty years and who as a result of disability becomes incapable of engaging in any employment for which the member is reasonably suited by virtue of his or her education, training or experience,

if such disability can reasonably be expected to last for the remainder of the member's lifetime, may, on retirement, make application to the Board of Trustees to receive in lieu of an early retirement pension under sections 23 or 24, an immediate disability pension in accordance with subsection (3), which if granted shall, subject to subsection (5), be payable only during the period of the member's disablement and continue only subject to such medical examinations and evidence as may be required from time to time by the Board of Trustees, in accordance with subsection (3).

- Decision (2) The decision of the Board of Trustees with respect to the initial or continued eligibility of a member for a disability pension under this section shall be final and binding on the member.
- Commencement; Amount (3) A member entitled to a disability pension under this section shall receive the pension and other benefits prescribed by section 22 as if the date of disability retirement were a normal retirement date.
- Cessation of disability (4) Where a disability pension under this section ceases prior to the member's normal retirement date because the member is no longer disabled, the member, whether or not re employed by his or her employer at the time of disablement, shall retain any benefit to which he or she was entitled under the Plan by reason of service prior to the date of disability retirement as if he or she had not received a disability pension, and any refund paid pursuant to subclause 22(1)(b)(i) shall be adjusted accordingly.
- Post-Retirement Recovery (5) Where a member receiving a disability pension under this section ceases to be disabled after his or her normal retirement date, such pension shall nevertheless continue to be payable for life.

DISABILITY CERTIFICATES

- Frequency **26.** (1) Prior to the 1st day of July, 1991 and every second year thereafter, the principal employer shall mail to each member in receipt of a disability pension under section 25 or a predecessor thereof on the 1st day of December of the preceding year and who has not attained the applicable normal retirement age a declaration in a form approved by the Board of Trustees attesting to the member's continued eligibility for the pension.
- Return Deadline (2) A member in receipt of a disability pension as described in subsection (1) shall fully complete the declaration therein described and return it to the principal employer within fifteen days of the date it was received by him or her.
- Statutory declaration (3) The Board of Trustees may suspend the payment of the disability pension of a member who fails to file a declaration in accordance with subsection (2) until the Board of Trustees is satisfied as to the member's continued eligibility for the pension.

INABILITY PENSIONS

- Eligibility **27. (1)** Notwithstanding the provisions of section 23 (early retirement: general), a member who
- Employment (a) is an employee of the principal employer or of the Toronto Licensing Commission;
- Non-Union (b) is not covered by a collective bargaining agreement;
- Age 55 (c) is fifty five years of age or over;
- Sum of 85 (d) has service with such employer in accordance with subsection (3), which when counted in completed years and months and added to the member's age, likewise counted, yields a sum of eighty five or more completed years;
- Inability (e) is in the opinion of the Executive Committee of the Council, unable to perform his or her duties by reason of ill health or other reason,
- may, with the approval of the said Executive Committee and Council, retire prior to his or her normal retirement date and upon such retirement shall be entitled to receive in monthly instalments an annual pension equal to the annual pension the member would have received if he or she had retired on his or her normal retirement date while receiving the same annual rate of salary as at the date of actual retirement.
- Post-Retirement Improvements (2) Where a member has retired pursuant to the provisions of subsection (1) and the pension benefits provided under the Plan are improved at any time during the three years following the date of retirement, the pension benefits payable to the member under the Plan shall be similarly improved.
- Service (3) For the purposes of this section "service with such employer" shall include service with any employer defined in clause 1(1)(n).

NON-RETIREMENT TERMINATION BENEFITS

- Entitlement **28. (1)** Following cessation of a member's employment with an employer before his or her normal retirement date for reasons other than death or entitlement to benefits under section 23 (early retirement: general), 24 (early retirement: firefighters), 25 (disability) or 27 (inability), the member shall be entitled to receive the following benefits:
- (a) subject to any right or interest therein as described in subsection 22(5),
- Deferred Pension (i) a deferred pension for life calculated in the manner prescribed in subsection 22(2), commencing on the first day of the month next following the member's normal retirement date, or a permitted alternative to such a pension, as described in subsection (2); and

VAC Benefits	(ii)	if subsection (4) is applicable, the benefit described in that subsection; and
Lump Sum	(b)	payment of such amount, if any, as may be payable under subsection (5).
Alternatives	(2)	The following are the permitted alternatives for a deferred pension mentioned in subclause (1)(a)(i):
Refund of "Service" Contributions	(a)	unless subclauses (b)(i) and (ii) apply, the member may elect to receive a refund, subject to subsection (3), of the total of his or her contributions to the fund and any superseded plan (other than voluntary contributions by which no credited service was established) with accumulated interest up to the end of the calendar month next preceding the date of the refunding cheque;
Vested contributions	(b)	if the member has <ul style="list-style-type: none">(i) attained the age of forty five years; and(ii) completed ten years of continuous service with the employer or membership in the Plan, whichever first occurs, then(iii) the member may elect to receive<ul style="list-style-type: none">(A) a refund of the contributions described in clause (a) made prior to the 1st day of January, 1965, with accumulated interest thereon; and(B) a deferred pension for life in accordance with subclause (1)(a)(i), reduced by the amount of the deferred pension to which the member, on the basis of his or her credited service as it stood on the last day of December, 1964, was entitled under the provisions of the Plan in effect on that date; or(iv) if the monthly payment under subclause (1)(a)(i) is less than the amount stipulated for the purpose in or pursuant to the PBA, the member may elect to receive a lump sum payment actuarially equivalent to the commuted value of all such payments;
Transfer	(c)	the member may elect a transfer in accordance with subsection 19(2), provided that any such permitted election is in writing and submitted to the Board of Trustees in a timely manner.
Refunds	(3)	A refund under clause (2)(a)
Restriction	(a)	of contributions made to a superseded plan, which have not been transferred to the fund, shall be subject to any restrictions specifically contained in the superseded plan; and

Effect	(b)	shall discharge all obligations of the fund with respect to the member to whom it is paid but shall not affect any benefit to which the member may be entitled by reason of the retention of the member's contributions under any superseded plan or a portion of the member's contributions under the Plan.
"Non- Service" VACs	(4)	A member to whom subsection (1) applies and who has made voluntary additional contributions which have not been used to purchase credited service, shall be entitled to receive
Refund	(a)	a refund thereof with accumulated interest; or
Supplementary Pension	(b)	if the member will be receiving a deferred pension pursuant to subclause (1)(a)(i) or item (2)(b)(iii)(B) and the member so elects in writing, a supplementary pension coterminous with such deferred pension and having a commuted value equal to the refund referred to in clause (a).
50% Rule Lump Sum	(5)	If a member to whom subsection (1) applies does not make an election to receive a refund under clause (2)(a), the member shall receive from the fund at the time of cessation of his or her employment payment of any excess amount described in clause 22(1)(c) as if the member had retired on the date of such cessation.
Early Retirement	(6)	A member who is entitled to a deferred pension under this section and has not elected to receive either an early retirement pension or a refund of contributions, may elect to receive an early retirement pension under and subject to any provisions or predecessor provisions of the Plan allowing an early retirement pension and in force at the time when the member became so entitled.
Predecessor Plans	(7)	Subsections (1) to (6) shall not apply to a member who on January 1, 1992 had become entitled to a deferred pension under the provisions of a predecessor version of the Plan without having subsequently received or elected to receive benefits from the Plan, but rather such member shall have as of such date, notwithstanding the repeal or replacement of such predecessor, the same entitlement as if such provisions had remained in force as they stood at the time the member became so entitled, including any rights then in force to elect cash withdrawals or early retirement in lieu thereof.

**PRE RETIREMENT DEATH: BENEFITS TO
SPOUSES AND DEPENDENT CHILDREN**

Death of Employee Member	29. (1)	Subject to subsection (7) following the death of an employee member, a benefit is payable under this section
Spouse	(a)	to the spouse of the member unless the spouse has waived such benefit in accordance with the PBA;
Child	(b)	to or for each dependent child of the member who at the member's death was under the age of nineteen years and would not attain that age during the calendar year in which such death occurred, or who was under the age of

twenty one years and in full time attendance at an educational institution recognized for the purpose under the ITAR, or who was mentally or physically infirm, where

- (i) at the death of the member there was no spouse of the member entitled to receive a benefit under this section or such spouse has waived same in accordance with the PBA; or
- (ii) the spouse entitled under clause (a) has elected or is deemed to have elected a pension under subclause (2)(a)(ii) or (iii) and has subsequently died.

Benefits (2) Subject to subsections (4), (5) and (6) and 9(3) (benefits under a superseded plan), the benefit payable under this section in respect of an employee member

Spouse (a) to a spouse under clause (1)(a) shall be either:

Lump Sum

- (i) a lump sum payment equal to the total of
 - (A) the member's contributions to the Plan prior to the 1st day of January, 1987, together with accumulated interest;
 - (B) the member's voluntary additional contributions to the Plan pursuant to section 17 after the 31st day of December, 1986, together with accumulated interest; plus
 - (C) the amount described in subsection (3); or

Life Pension

- (ii) a pension for life that is payable monthly in a flat amount, subject to section 37 and
 - (A) commences immediately; or
 - (B) deferred so as to commence on what would otherwise have been the member's normal retirement date,

and which has a commuted value equal to the lump sum described in subclause (i); or

31(3)(a)
Pension

- (iii) a pension on the same terms as those of clause 31(3)(a) as if the member had retired at his or her normal retirement age immediately before death with the same credited service, together with, if the member made any voluntary additional contributions by which credited service was not established, either

Refund

- (A) a lump sum refund of such additional contributions with accumulated interest thereon; or

Supplementary
Pension

- (B) if the spouse so elects, a supplementary pension for life payable monthly in a flat amount, subject to section 37, commencing as described in section 31 and having a commuted value equal to the refund described in item (A),

as the spouse elects by written notice to the Board of Trustees within ninety days of receiving from the Board of Trustees notice of the relevant details of the benefits and options available to the spouse under the Plan as required by the PBA, and in default of such election, the benefit described in either

- (iv) item (ii)(A); or
- (v) subclause (iii), with the option described in item (iii)(A) if applicable, whichever has the greater value;

Child
(1)(b)(i)

- (b) to a child under subclause (1)(b)(i) shall be a pension either
- (i) on the same terms as those of clauses 31(2)(b) and 31(3)(b) as if the member had retired at his or her normal retirement age immediately before death with the same credited service without having elected to receive a supplementary pension under subclause 22(1)(b)(ii); or
- (ii) on the same terms as those of subclause (i), except that the dividend resulting from the operation of subclause 31(3)(b)(i) shall be replaced by the lump sum described in subclause (a)(i),

as the child (*if sui juris*) or the child's legal representative elects by written notice to the Board of Trustees within ninety days of receiving from the Board of Trustees notice of the relevant details of the benefits and options available to the child under the Plan as required by the PBA, and in default of such election, whichever of the benefits described in subclauses (i) and (ii) has the greater value;

Child
(1)(b)(ii)

- (c) to a child under subclause (1)(b)(ii), a pension on the same terms as those of clauses 31(2)(b) and 31(3)(b), except that the dividend resulting from the operation of subclause 31(3)(b)(i) shall be replaced by the annual amount of the pension to which the deceased spouse referred to in subclause (1)(b)(ii) was on death receiving or entitled to receive.

Commuted Value
of Post-1986
Benefits

- (3) The amount referred to in item (2)(a)(i)(C) shall be the commuted value of the part of whichever one of the following benefits is applicable, that is attributable to contributions made by the deceased member after the 31st day of December, 1986, excluding voluntary additional contributions not used to establish credited service:
- (a) where the deceased member died while in an employer's employ
- (i) prior to the time at which the member could retire on a full pension under section 22, the applicable benefit shall be the deferred pension

under subclause 28(1)(a)(i) that would have resulted if the member had terminated employment immediately prior to death;

(ii) while entitled to retire on a full pension under section 22, the applicable benefit shall be the pension under that section that would have resulted if the member had retired immediately prior to death;

(b) where the deceased member died while entitled to a future deferred pension under section 28, the applicable benefit shall be such deferred pension.

Child under 18

(4) Where a pension is payable under this section to a deceased member's child under the age of eighteen years, payment thereof may be made to the person or agency having custody, care and control of the child, or where there is no person or agency having such custody, care and control, to such person or agency as the Board of Trustees may in its absolute discretion direct, and, for the purposes of this section, the surviving spouse, if any, of the member, except where the child is living apart from such spouse, shall be deemed, in the absence of any evidence to the contrary, to be the person having such custody, care and control.

Prior Rights:
Non- Service
VACs

(5) The benefits under this section in respect of voluntary additional contributions made by the deceased member by which no credited service was established shall be subject to any right or interest provided for in

(a) any equalization order or domestic contract described in subsection 22(5); and/or

(b) any order described in subsection 40(1).

Separated
Spouse

(6) Subject to subsection (7) the value of the benefits payable under this section to a spouse who is separated from the deceased member shall be actuarially reduced by any payment owing to the member's estate pursuant to clause 30(b.1) or to a beneficiary designated by the member pursuant to subsection 40(2).

Subsection 22(5)

(7) An entitlement to a benefit under this section 29 shall be subject to any right to or interest therein set out in a domestic contract or an order referred to in subsection 22(5).

PRE RETIREMENT DEATH: OTHER BENEFITS

Payment to
estate

30. Subject to section 40, there shall be paid to the estate of an employee member who dies prior to retirement

50% Rule
Lump Sum

(a) a lump sum payment equal to that described in clause 22(1)(c) as if the member had retired on the date of death;

Non-
Survivor
Lump Sum

(b) if the member left no person entitled to a death benefit under section 29 after taking account of any waivers described in that section, a lump sum payment equal to that described in subclause 29(2)(a)(i), subject to any right thereto or interest therein as described in subsection 29(5);

Separated
Spouse
Lump Sum

- (b.1) if the member left a spouse who was married to but living separate and apart from the member, a lump sum equal to the excess, if any, of the amount described in subsection 29(3), over the total of the commuted values of
- (i) that part of any pension payable to the separated spouse under subclause 29(2)(a)(iii) that is brought into operation because of the existence of any dependent child pursuant to subclause 31(3)(a)(ii);
- plus
- (ii) all payments required to satisfy all rights and interests described in clause 29(5)(a);

Child
Survivor
Lump Sum

- (c) if the member left a child or children entitled to payment of pension benefits under subclause 29(1)(b)(i), a lump sum equal to the total of
- (i) the amount described in item 29(2)(a)(i)(B); plus
 - (ii) the excess, if any, of the amount described in subsection 29(3), over the total of the commuted values of
 - (A) all payments pursuant to clause 29(2)(b);
- plus
- (B) all payments required to satisfy all rights and interests described in clause 29(5)(a); and

Excess

- (d) the amount, if any, by which
- (i) the total of the member's contributions with accumulated interest to the date of cessation thereof;
- exceeds
- (ii) the total of all benefits and refunds paid from the fund with respect to the member.

**POST-RETIREMENT DEATH: BENEFITS TO
SPOUSES AND DEPENDENT CHILDREN**

Death of
Employee
Pensioner

31. (1) Subject to subsection (6), a pension is payable under this section following the death of an employee pensioner

Spouse

- (a) to the then spouse of the member, unless the spouse has waived such pension in accordance with the PBA, if their espousal took place:
 - (i) before the member's pension became payable; or

- (ii) after the member's pension became payable and at least five years prior to the member's death;
- Child
 - (b) to or for each dependent child of the member who at the member's death was under the age of nineteen years and would not attain that age during the calendar year in which such death occurred, or who was under the age of twenty one years and in full time attendance at an educational institution recognized for the purpose under the ITAR, or who was mentally or physically infirm, where
 - (i) at such death there was no spouse of the member entitled to receive a pension under this section; or
 - (ii) the spouse who was entitled to a pension under this section has died.
- Duration
 - (2) A pension under this section is payable on the first day of the month in which the person becomes entitled to the pension and is payable monthly thereafter,
- Spouse
 - (a) to a spouse for life; and
- Child
 - (b) to a child
 - (i) who is not infirm, until
 - (A) death; or
 - (B) the attainment of the age of nineteen years without being in full time attendance at an educational institution referred to in clause (1)(b); or
 - (C) cessation of attendance at such an educational institution after attaining the age of nineteen years; or
 - (D) the attainment of the age of twenty one years,whichever first occurs;
 - (ii) who is infirm, as long as the child remains dependent,

but in any case only during the child's eligible survivor benefit period defined in subsection 8500(1) of the ITAR.
- Annual Amount
 - (3) Subject to subsections (4) to (7) and 9(3) (benefits under a superseded plan), the annual amount of pension payable under this section
- Spouse
 - (a) to a spouse shall be, subject to subsection 32(3) (increased spousal pension) and sections 16 (external benefits) and 37 (stepped pensions),

- (i) 66 $\frac{2}{3}$ per cent of the annual amount of pension which the member was receiving or entitled to receive immediately prior to the date of death, exclusive of any adjustment made pursuant to an election by the member under section 37 (stepped pensions), except that if the member commenced to receive early retirement benefits under the Plan prior to the 1st day of January, 1978, such annual amount shall be taken to be the amount it would have been if there had been no reduction for early retirement, subject to any applicable reduction for a properly elected increased spousal pension; and
- (ii) if there are any surviving dependent children of the member as described in the part of clause (1)(b) preceding subclause (i) thereof, a percentage increase in the annual amount of spouse's pension under subclause (i) hereof during the period of payability of a pension that would be applicable to or for any such child under clause (2)(b) if clause (1)(b) were in operation, as follows:
 - (A) one such child: 20%;
 - (B) two such children: 35%;
 - (C) three or more such children: 50%;

provided that payment with respect to any such child shall be made to the person having custody of the child;

Child

- (b) to a child, to the extent entitled in accordance with clause (1)(b), shall be the amount obtained by dividing
 - (i) 66 $\frac{2}{3}$ per cent of the annual amount of pension which the member was receiving or entitled to receive immediately prior to the date of death, exclusive of any adjustment made pursuant to an election by the member under section 37 (stepped pensions), having regard to subsection 32(7), except that if the member commenced to receive early retirement benefits under the Plan prior to the 1st day of January, 1978, such annual amount shall be taken to be the amount it would have been if there had been no reduction for early retirement,
- by
 - (ii) the number of living children of the member to whom clause (2)(b) applies at the date of the member's death.

Calculations

- (4) Every calculation of a pension under subsection (3) shall be made on the basis that the employee member was entitled to a pension under the Canada Pension Plan at the date of the member's death.

Child Under 18

- (5) Subsection 29(4) shall be applicable to any pension payable under this section to a child of a deceased member under the age of eighteen years.

Spousal
Benefits:
Priorities

(6) If at the time of the employee pensioner's death a person other than the pensioner's spouse is living who is the pensioner's former spouse within the meaning of the PBA, and who is entitled to survivor benefits under the Plan in respect of the pensioner pursuant to the PBA after taking into account all relevant court orders, domestic contracts and benefit waivers, if any, then such former spouse shall receive such benefits, subject always to the proviso as to payment at the end of subclause (3)(a)(ii), and clause (3)(a) shall apply only to the extent, if any, as calculated by the actuary, that

(a) the actuarial value of the benefits under subclause (3)(a)(i) (ditto)

exceeds

(b) the actuarial value of the survivor benefits to which such former spouse is entitled as aforesaid,

provided that all such calculations of the actuary shall be as at the death of the member and shall be approved by the Board of Trustees.

Member's
Reduction

(7) Where there has been a reduction in the amount of pension being received by a member as a result of an assignment or conveyance of an interest in the member's pension consistent with the PBA, such reduction shall be disregarded for the purposes of ascertaining the annual amount of pension mentioned in subclauses (3)(a)(i) and (3)(b)(i), except to the extent that the calculation of any such assignment or conveyance was based on a valuation of such pension that included the estimated value of the benefits under this section.

INCREASED POST RETIREMENT SPOUSAL PENSIONS

Election

32. (1) An employee member may, before becoming a pensioner, elect by written notice delivered to the Trustees that if the member and the member's then spouse both survive until commencement of the member's pension under the Plan, the fraction of $66\frac{2}{3}$ per cent of the member's pension entitlement payable to the spouse under subclause 31(3)(a)(i) after the member's death be increased to 70 or 75 per cent, as the member specifies, but such election shall have effect only as stipulated in this section and only to the extent not inconsistent with paragraph 8503(2)(d) of the ITAR.

Effective-ness of
Election

(2) The election mentioned in subsection (1) will become effective two years following its receipt by the Board of Trustees unless it becomes void under subsection (4) or is revoked under subsection (6).

Effective
Election

(3) If on or after retirement of an employee member an election mentioned in subsection (1) has become effective in accordance with subsection (2),

Reduction
in
Member's
Pension

(a) the amount of pension payable to the member shall be reduced so that as of the date of such retirement the sum of the values of the spouse's increased pension and the member's pension as so reduced is actuarially equivalent to

		the sum of the values of what the spouse's pension and the member's pension would be without the election; and
Increase in Spouse's Pension	(b)	the spouse's pension shall if and when due be paid in accordance with the percentage increase specified in the election, provided that
Escalation	(c)	if an escalation is enacted in the percentage stipulated in subclause 31(3)(a)(i), (i) the reduced benefit then being received by any pensioner member; and (ii) the increased benefit then being received by the surviving spouse of any member, pursuant to this subsection shall in each case be modified so as to take proper account, in the manner determined by the actuary, of such escalation as of the effective date thereof;
Supplement for Children	(d)	the operation of subclause 31(3)(a)(ii) shall not entitle a member's surviving spouse to receive in total in any month more than what the member would have received in that month in the absence of the election or any other elective adjustment had the member survived.
Void Election	(4)	If, following the making of an election by a member pursuant to subsection(1)
Pre-retirement Non- Survival	(a)	the member and the spouse in respect of whom the election was made do not both survive until commencement of the member's pension under the Plan; or
Post-retirement Non- Survival	(b)	before the election becomes effective pursuant to subsection (2) (i) the spouse in respect of whom the election was made predeceases the member; or (ii) the member dies, the election is void.
S. 29	(5)	An election pursuant to subsection (1) shall be inapplicable to benefits under section 29 (pre-retirement death).
Revocation	(6)	A member who makes an election mentioned in subsection (1) may revoke the election by a written revocation delivered to the Board of Trustees before becoming entitled to a pension under the Plan.

- Child's Pension (7) If an election becomes effective under subsection (3), the annual child's pension amount described in subclause 31(3)(but)(i) shall be taken to be the amount it would have been without the reduction called for in clause (3)(a).
- Predecease of Spouse (8) If reduction of a member's pension has commenced pursuant to clause (3)(a) or the corresponding provision under any predecessor version of the Plan, and the spouse in respect of whom the election was made predeceases or has predeceased the member, the amount of pension payable to the member shall, subject to receipt by the Trustees of documentation satisfactory to them verifying such predecease, be increased to what it would have been without the election, effective as of the 1st day of January, 2000, or the first day of the month next following such predecease, whichever is the later. (463-2002 eff. May 23/02; 842-2002 eff. October. 3/02)

REVIVED SPOUSAL PENSIONS

- Entitlement **33.** (1) A pension is payable under this section to a person who was at the time of a member's death the widowed spouse of the member if
- Former Widowed Spouse's Pension (a) the person was in receipt of a pension under any predecessor of section 29 or 31; and
- Cessation for Remarriage (b) cessation of the pension described in clause (a) occurred prior to January 1, 1992 because of the person's remarriage.
- Commencement; Duration (2) A pension payable under this section shall commence on the 1st day of July, 1989, and continue until the death of the person to whom it is payable.
- Annual Amount (3) The annual amount of pension payable under this section in respect of a deceased member shall be, subject to subsection 9(3) and section 16,
- Updated Former Pension Amount (a) the annual amount that the person described in subsection (1) would have been receiving on the 1st day of July, 1989, under the pension described in clause (1)(a) if the cessation described in clause (1)(b) had not occurred and such pension had continued to that date without cessation and with all applicable increases,
- Increases after July 1, 1989 (b) each increase in pensions of the type described in clause (a) that has or will become payable under the Plan thereafter, as of the effective date thereof.

DELAYED SPOUSAL PENSIONS

- Entitlement **34.** (1) Subject to subsection (4), a pension is payable under this section to a person who was at the time of a member's death prior to the 1st day of July, 1989, the widowed spouse of the member, if the member was receiving or entitled to receive a pension immediately prior to the date of death, and their spousal either

Insufficient Duration	(a)	occurred prior to the member's retirement but without entitling the person to a pension because of the insufficient duration of the spousal relationship; or
31(1)(a) (ii)	(b)	was as described in subclause 31(1)(a)(ii).
Commencement; Duration	(2)	A pension is payable under this section commencing on the first day of the month next following the approval by the Board of Trustees of such person's application for a pension and continuing until the death of the person.
Annual Amount	(3)	The annual amount of pension payable under this section in respect of a deceased member shall be, subject to subsections 9(3) and (4) and section 16, the annual amount that the person described in subsection (1) would have been receiving on the day of commencement provided for in subsection (2) if the person had been lawfully married to the member at the time of the member's death and had then commenced to receive a widow(er)'s pension under the Plan which had thereafter continued until that day without cessation and with all applicable increases.
Priorities	(4)	Subsections 31(6) and (7) shall, with necessary modifications, apply to a pension payable under this section.

POST-RETIREMENT DEATH: OTHER BENEFITS

Payments to Estate	35.	Subject to section 40, there shall be paid to the estate of a deceased employee pensioner
Guaranteed Instalments	(a)	<p>if the member did not</p> <p>(i) leave a person entitled to a pension under section 31;</p> <p>(ii) make an election under sections 36, 37 or 38 valid at death; and</p> <p>(iii) receive sixty monthly pension instalments under the Plan,</p> <p>the remaining balance of such unpaid instalments as they fall due, or alternatively the commuted value of such unpaid instalments in one lump sum;</p>
Ten-Year Guarantee	(b)	<p>if the member made an election under section 38 for a guaranteed pension valid at retirement and not deemed revoked pursuant to subsection 39(3), and died before having been paid 120 monthly instalments, the remaining balance of such unpaid instalments</p> <p>(i) as they fall due; or</p> <p>(ii) in a lump sum actuarially equivalent to the value of such remaining balance;</p>
Excess	(c)	the amount, if any, by which

- (i) the total of the member's contributions with accumulated interest to the date of cessation thereof;

exceeds
- (ii) the total of all benefits and refunds paid from the fund with respect to the member.

DESIGNATED BENEFICIARY FOR JOINT AND SURVIVOR PENSIONS

- | | |
|-----------------|---|
| Election | 36. (1) Subject to any restrictions in a superseded plan, an employee member in respect of whom no pension will apparently be payable under section 31 may elect in accordance with and subject to section 39 to receive a pension to which the member is otherwise entitled as a joint life and last survivor pension with a designated beneficiary who is a former spouse or a "dependant" (as defined in subsection 8500(1) of the ITAR) of the member. |
| Joint Pension | (2) A joint life and last survivor pension under this section shall be a pension payable to the member for life and upon the member's death to the designated beneficiary for life except to the extent that the applicable eligible survivor benefit period specified in subsection 8500(1) of the ITAR is of a shorter duration. |
| Com-muted Value | (3) The value of a joint life and last survivor pension under this section shall be actuarially equivalent to the value of the pension which would otherwise be payable to the member under the Plan. |
| Revocation | (4) Where a member who makes an election under subsection (1) dies, or the designated beneficiary dies, before the member commences to receive the pension, an election under this section shall be deemed to be revoked. |

STEPPED PENSIONS

- | | |
|-------------------------|--|
| Election | 37. (1) An employee member or any person entitled to an immediate pension for life by reason of the death of a member may elect in accordance with section 39 to receive the pension payable under the Plan as a stepped pension. |
| Stepped Pension Defined | (2) Subject to the restrictions on bridging benefits set forth in paragraph 8503(2)(b) of the ITAR, a stepped pension under this section shall be a pension at an increased amount up to the attainment of age 65 and then reducing by the amounts of the Old Age Security Pension and, if payable, the Canada Pension Plan retirement income in effect at the date of retirement so that the recipient's aggregate income from these three pensions is as uniform as possible throughout the period of receipt. |
| Commutated Value | (3) The value of a stepped pension under this section shall be actuarially equivalent to the value of the pension which would otherwise be payable to the recipient thereof under the Plan. |

GUARANTEED PENSIONS

- Election **38.** (1) Subject to any restrictions in a superseded plan, an employee member in respect of whom no pension will apparently be payable under section 31 may elect in accordance with and subject to section 39 to receive a pension to which the member is otherwise entitled as a pension guaranteed for a period of ten years.
- Ten-Year
Guarantee (2) A pension guaranteed under this section for a period of ten years shall be a pension payable to a member for life with the contingent death benefit described in clause 35(b).
- Commuted Value (3) The value of a pension guaranteed under this section for ten years shall be actuarially equivalent to the value of the pension which would otherwise be payable to the member under the Plan.

ELECTING UNDER SECTIONS 36 to 38

- Manner;
Effective-ness **39.** (1) Elections under sections 36, 37 and 38 and any revocation thereof
- (a) shall be in writing, and
- (b) shall not be effective until approved by the Board of Trustees.
- Revocation
Timing (2) A revocation of any election as contemplated in subsection (1) may take place prior to the commencement of the pension under the relevant section referred to therein and not thereafter.
- Deemed Revoca-
tion (3) If a member makes an election under section 36 or 38 and subsequently:
- (a) a marriage occurs, or a spousal relationship is established, between the member and a person who meets the qualifications for benefits as a spouse under section 29 or 31; or
- (b) the member becomes the parent of a child who meets the requirements for benefits as a dependent child under section 29 or 31,

the election shall be deemed to have been revoked, and if the member has as a pensioner already commenced to receive benefits pursuant to an election under subsection 38(1), any benefits ultimately payable under section 29 or 31 shall be adjusted in light of the commenced benefits to the member, so as to maintain actuarial equivalence to the total benefits that would have been payable in the absence of the election.

AMOUNTS PAYABLE TO MEMBER'S ESTATE

- Payment **40.** (1) Subject to any order under clause 34(1)(j) of the Family Law Act, 1986, where a benefit is payable under the Plan to the estate of a member, the benefit shall, subject to subsection (2), be paid to the member's personal representative as defined in the Estates Administration Act.

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|----------------------------|---|
| Designation of Beneficiary | (2) A member may file with the principal employer with respect to any benefit described in subsection (1), a designation of a beneficiary made in accordance with the <i>Succession Law Reform Act</i> , and, subject to subsection (3), the payment of such benefit to such beneficiary in accordance with the designation shall fully discharge the obligation of the fund with respect to such benefit unless the principal employer is given valid written notice prior to the payment that the designation is revoked. |
| Deemed Revocation | (3) Where a person who is a designated beneficiary by election under subsection (2) predeceases the member, such election shall be deemed to have been revoked. |

ASSIGNABILITY / SEIZABILITY

- | | |
|------------|--|
| Protection | 41. (1) Except as provided in subsection (2), the interest of any person in the fund and in any benefit under the Plan is not subject to garnishment, attachment, seizure or other process of law and is not capable of being assigned (other than by the legal representative of a deceased individual on the distribution of the individual's estate), charged, anticipated, given as security or (except insofar as is constituted by a reduction in benefits to avoid revocation of registration of the Plan under the <i>Income Tax Act</i> (Canada)) surrendered. |
| Support | (2) Payment to a person out of the fund is subject to execution, garnishment, seizure or attachment in satisfaction of an order for support or maintenance enforceable in Ontario. |

MINIMUM AND MAXIMUM PENSIONS

- | | |
|-----------------|---|
| Minimum Pension | <p>42. (1) Notwithstanding any other provisions in the Plan, subject always to the restrictions on pre 1990 service set forth in subsection 8504(6) of the ITAR and the actual or equivalent benefit accrual rate cap of 2% set forth in paragraph 8503(3)(g) of the ITAR, a member's annual pension on normal retirement shall, subject to subsection 9(3) (benefits under a superseded plan) and section 16 (external benefits), not be less than</p> <p>(a) the amount obtained by multiplying</p> <p style="margin-left: 40px;">(i) 1 and 1/3 per cent of the member's average annual earnings during the final five years of service prior to retirement with respect to which all the member's contributions required under the Plan have been made to the fund,</p> <p style="margin-left: 40px;">By</p> <p style="margin-left: 40px;">(ii) the number of years, not in excess of thirty, of the member's credited service; or</p> <p>(b) the total number of years and part of a year, not in excess of thirty, of the member's credited service multiplied by</p> |
|-----------------|---|

- (i) \$150.00 in the case of a member who as at July 1, 1992, was entitled to a future deferred pension under clause 28(1)(a) or a predecessor thereof and was at that time an active member of another pension plan which recognized, in whole or in part, the member's credited service under the Plan; or
- (ii) \$ 450.00 in the case of all employee members other than as described in subclause (i),

whichever is the greater.

- Same (1.1) Following the attainment of the age of sixty-five by an employee pensioner subsequent to retirement, there shall be a determination of whether or not subsection (1) thereafter operates to increase such pensioner's pension having regard to the CPP reduction provided for in subsection 22(3).
- Same (2) Where a pension is payable in respect of a member under subclause 29(2)(a)(iii) or section 31, the annual amount of pension of the member shall be deemed to be not less than the amount described in clause (1)(b).
- Same (3) If
- (a) the commuted value of a member's pension or deferred pension benefits under the Plan which have accrued in respect of employment before the 1st day of January, 1987 (including any subsequent improvements)
- is less than
- (b) the value of the contributions with accumulated interest which the member was required to make to the fund before that date,
- such benefits shall be increased so that the commuted value thereof is equal to the value described in clause (b).
- Maximum (4) Notwithstanding any provision in the Plan, no pension payments under the Plan shall exceed any applicable maximum imposed by:
- (a) theMunicipal Act;
 - (b) the Income Tax Act (Canada);
 - (c) any lawful regulation under either of those Acts.
- Small Pensions (5) A person who is entitled to an immediate pension from the Plan which is not in excess of an amount stipulated for the purpose in or pursuant to the PBA, may elect to receive in lieu thereof, a lump sum actuarially equivalent thereto with the approval of any person who may be entitled to a benefit under sections 29 or 31.

General
Pensioner
Increase (1992)

42.1 (1) Save and except for those pensions increased pursuant to subsection (2), the amount of pension payable under the Plan is hereby increased by 3.8 per cent effective the 1st day of July, 1992, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28 (1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 30th day of June, 1991.

First time
Pensioner
Increase (1992)

(2) Effective the 1st day of July, 1992, the amount of pension

- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;

- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
July 1, 1990	7.283 per cent.
August 1, 1990	6.967 per cent.
September 1, 1990	6.650 per cent.
October 1, 1990	6.333 per cent.
November 1, 1990	6.017 per cent.
December 1, 1990	5.700 per cent.
January 1, 1991	5.383 per cent.
February 1, 1991	5.067 per cent.
March 1, 1991	4.750 per cent.
April 1, 1991	4.433 per cent.
May 1, 1991	4.117 per cent.
June 1, 1991	3.800 per cent.

General
Pensioner
Increase (1992)

(3) For the purposes of subsections (1) and (2), the amendment to clause 42(1)(b) that came into force concurrently therewith shall be deemed to have been in operation immediately prior to the 1st day of July, 1992.

Previous First
Time Pensioner
Increases

- (4) The provisions of clause (2)(b) shall be deemed to have applied, with necessary modifications, to the increases provided for by subsections 12f(2), 12g(2) as heretofore amended, 12i(2), 12j(2) and 12k(2) of By law No. 64 83 as amended immediately prior to the repeal thereof by section 47 from the respective dates of coming into force thereof.

General
Pensioner
Increase (1993)

- 42.2** (1) Save and except for those pensions increased pursuant to subsection (2), the amount of pension payable under the Plan is hereby increased by 2.1 per cent effective the 1st day of July, 1993, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 30th day of June, 1992.

First time
Pensioner
Increase (1993)

- (2) Effective the 1st day of July, 1993, the amount of pension

- (a) payable
- (i) to each employee pensioner in receipt of a pension; and
- (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and
- which commenced on a date shown in Column I;
- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
July 1, 1991	4.025 per cent.
August 1, 1991	3.850 per cent.
September 1, 1991	3.675 per cent.
October 1, 1991	3.500 per cent.
November 1, 1991	3.325 per cent.
December 1, 1991	3.150 per cent.
January 1, 1992	2.975 per cent.
February 1, 1992	2.800 per cent.
March 1, 1992	2.625 per cent.

April 1, 1992	2.450 per cent.
May 1, 1992	2.275 per cent.
June 1, 1992	2.100 per cent.

General
Pensioner
Increase (1994)

42.3 (1) Save and except for those pensions increased pursuant to subsection (2), the amount of pension payable under this Plan is hereby increased by 1.7 per cent effective the 1st day of July, 1994, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 30th day of June, 1993.

First time
Pensioner
Increase (1994)

(2) Effective the 1st day of July, 1994, the amount of pension

- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;
- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
July 1, 1992	3.258 per cent.
August 1, 1992	3.117 per cent.
September 1, 1992	2.975 per cent.
October 1, 1992	2.833 per cent.
November 1, 1992	2.692 per cent.
December 1, 1992	2.550 per cent.
January 1, 1993	2.408 per cent.
February 1, 1993	2.267 per cent.
March 1, 1993	2.125 per cent.
April 1, 1993	1.983 per cent.

May 1, 1993	1.842 per cent.
June 1, 1993	1.700 per cent.

General Pensioner Increase (1995)

- 42.4** (1) Save and except for those pensions increased pursuant to subsection (2), the amount of pension payable under the Plan is hereby increased by 0.2 per cent effective the 1st day of July, 1995, in respect of
- (a) each pensioner in receipt of a pension; and
 - (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof on or before the 30th day of June, 1994.
- (2) Effective the 1st day of July, 1995, the amount of pension
- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and
 which commenced on a date shown in Column I;
 - (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I,

Column I	Column II
July 1, 1993	0.383 per cent.
August 1, 1993	0.367 per cent.
September 1, 1993	0.350 per cent.
October 1, 1993	0.333 per cent.
November 1, 1993	0.317 per cent.
December 1, 1993	0.300 per cent.
January 1, 1994	0.283 per cent.
February 1, 1994	0.267 per cent.
March 1, 1994	0.250 per cent.
April 1, 1994	0.233 per cent.
May 1, 1994	0.217 per cent.
June 1, 1994	0.200 per cent.

General Pensioner Increase (1996)

- 42.5** (1) Save and except for those pensions increased pursuant to subsection (2), the amount of pension payable under the Plan is hereby increased by 1.8 per cent effective the 1st day of July, 1996, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 30th day of June, 1995.

First time
Pensioner
Increase (1996)

(2) Effective the 1st day of July, 1996, the amount of pension

- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; andwhich commenced on a date shown in Column I;
- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof, as a result of termination of employment which took place after June 1, 1995, on a date shown in Column I, treating any such termination which occurred on any day of a month other than the first as if it had occurred on the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
July 1, 1994	3.4500 per cent.
August 1, 1994	3.3000 per cent.
September 1, 1994	3.1500 per cent.
October 1, 1994	3.0000 per cent.
November 1, 1994	2.8500 per cent.
December 1, 1994	2.7000 per cent.
January 1, 1995	2.5500 per cent.
February 1, 1995	2.4000 per cent.
March 1, 1995	2.2500 per cent.
April 1, 1995	2.1000 per cent.
May 1, 1995	1.9500 per cent.
June 1, 1995	1.8000 per cent.

July 1, 1995	0.9000 per cent.
August 1, 1995	0.7500 per cent.
September 1, 1995	0.6000 per cent.
October 1, 1995	0.4500 per cent.
November 1, 1995	0.3000 per cent.
December 1, 1995	0.1500 per cent.

General
Pensioner
Increase (1997)

42.6 (1) The amount of pension payable under the Plan is hereby increased by 2.2 per cent effective the 1st day of July, 1997, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1) (a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 1995.

First time
Pensioner
Increase (1997)

(2) Effective the 1st day of July, 1997, the amount of pension

- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;

- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which took place after December 1, 1995, on a date shown in Column I, treating any such termination which occurred on any day of a month other than the first as if it had occurred on the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 1996	2.200 per cent.
February 1, 1996	2.017 per cent.
March 1, 1996	1.833 per cent.

April 1, 1996	1.650 per cent.
May 1, 1996	1.467 per cent.
June 1, 1996	1.283 per cent.
July 1, 1996	1.100 per cent.
August 1, 1996	0.917 per cent.
September 1, 1996	0.733 per cent.
October 1, 1996	0.550 per cent.
November 1, 1996	0.367 per cent.
December 1, 1996	0.183 per cent.

General
Pensioner
Increase (1998)

42.7 (1) The amount of pension payable under the Plan is hereby increased by 0.7 per cent effective the 1st day of July, 1998, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 1996.

First time
Pensioner
Increase (1998)

(2) Effective the 1st day of July, 1998, the amount of pension

- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;

- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which took place after December 1, 1996, on a date shown in Column I, treating any such termination which occurred on any day of a month other than the first as if it had occurred on the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 1997	0.700 per cent.
February 1, 1997	0.642 per cent.
March 1, 1997	0.583 per cent.
April 1, 1997	0.525 per cent.
May 1, 1997	0.467 per cent.
June 1, 1997	0.408 per cent.
July 1, 1997	0.350 per cent.
August 1, 1997	0.292 per cent.
September 1, 1997	0.233 per cent.
October 1, 1997	0.175 per cent.
November 1, 1997	0.117 per cent.
December 1, 1997	0.058 per cent.

General
Pensioner
Increase (1999)

42.8 (1) The amount of pension payable under the Plan is hereby increased by 1.0 per cent. effective the 1st day of January, 1999, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 1997.

Adjusted
Pensioner
Increases (1999)

(2) Effective the 1st day of January, 1999, the amount of pension

- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;
- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which took place after December 1, 1997, on a date shown in Column I, treating any such termination which occurred on any day of a month other than the first as if it had occurred on the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 1998	0.917 per cent.
February 1, 1998	0.917 per cent.
March 1, 1998	0.833 per cent.
April, 1998	0.750 per cent.
May 1, 1998	0.667 per cent.
June 1, 1998	0.583 per cent.
July 1, 1998	0.500 per cent.
August 1, 1998	0.417 per cent.
September 1, 1998	0.333 per cent.
October 1, 1998	0.250 per cent.
November 1, 1998	0.167 per cent.
December 1, 1998	0.083 per cent.

General
Pensioner
Increase (2000)

- 42.9** (1) The amount of pension payable under the Plan is hereby increased by 2.60 per cent. effective the 1st day of January, 2000, in respect of
- (a) each pensioner in receipt of a pension; and
 - (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,
- on or before the 31st day of December, 1998.

Adjusted
Pensioner
Increases (2000)

- (2) Effective the 1st day of January, 2000, the amount of pension
- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and
- which commenced on a date shown in Column I;
- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
 - (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which took place after December 1, 1998, on a date shown in

Column I, treating any such termination which occurred on any day of a month other than the first as if it had occurred on the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 1999	2.600 per cent.
February 1, 1999	2.383 per cent.
March 1, 1999	2.167 per cent.
April 1, 1999	1.950 per cent.
May 1, 1999	1.733 per cent.
June 1, 1999	1.517 per cent.
July 1, 1999	1.300 per cent.
August 1, 1999	1.083 per cent.
September 1, 1999	0.867 per cent.
October 1, 1999	0.650 per cent.
November 1, 1999	0.433 per cent.
December 1, 1999	0.217 per cent.

General
Pensioner
Increase (2001)

42.10(1) The amount of pension payable under the Plan is hereby increased by 3.2 per cent. effective the 1st day of January, 2001, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 1999.

Adjusted
Pensioner
Increases (2001)

(2) Effective the 1st day of January, 2001, the amount of pension

- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;

- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;

- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which took place after December 1, 1999, on a date shown in Column I, treating any such termination which occurred on any day of a month other than the first as if it had occurred on the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 2000	3.200 per cent.
February 1, 2000	2.933 per cent.
March 1, 2000	2.667 per cent.
April 1, 2000	2.400 per cent.
May 1, 2000	2.133 per cent.
June 1, 2000	1.867 per cent.
July 1, 2000	1.600 per cent.
August 1, 2000	1.333 per cent.
September 1, 2000	1.067 per cent.
October 1, 2000	0.800 per cent.
November 1, 2000	0.533 per cent.
December 1, 2000	0.267 per cent.

General
Pensioner
Increase (2002)

42.11 (1) The amount of pension payable under the Plan is hereby increased by 2.5 per cent. effective the 1st day of January, 2002, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28 (1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 2000.

Adjusted
Pensioner
Increases (2002)

(2) Effective the 1st day of January, 2002, the amount of pension

- (a) payable
- (i) to each employee pensioner in receipt of a pension; and
- (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;

- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which took place after December 1, 1999, on a date shown in Column I, treating any such termination which occurred on any day of a month other than the first as if it had occurred on the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 2001	0.267 per cent.
February 1, 2001	2.292 per cent.
March 1, 2001	2.083 per cent.
April 1, 2001	1.875 per cent.
May 1, 2001	1.667 per cent.
June 1, 2001	1.458 per cent.
July 1, 2001	1.250 per cent.
August 1, 2001	1.042 per cent.
September 1, 2001	0.833 per cent.
October 1, 2001	0.625 per cent.
November 1, 2001	0.417 per cent.
December 1, 2001	0.208 per cent.

General
Pensioner
Increase (2003)

42.12 (1) The amount of pension payable under this Plan is hereby increased by 2.3 per cent effective the 1st day of January, 2003, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 2001.

Adjusted
Pensioner
Increases (2003)

(2) Effective the 1st day of January, 2003, the amount of pension

- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and

- (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;

- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which took place after December 1, 1999, on a date shown in Column I, treating any such termination which occurred on any day of a month other than the first as if it had occurred on the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 2002	0.208 per cent.
February 1, 2002	2.108 per cent.
March 1, 2002	1.917 per cent.
April 1, 2002	1.725 per cent.
May 1, 2002	1.533 per cent.
June 1, 2002	1.342 per cent.
July 1, 2002	1.150 per cent.
August 1, 2002	0.958 per cent.
September 1, 2002	0.767 per cent.
October 1, 2002	0.575 per cent.
November 1, 2002	0.383 per cent.
December 1, 2002	0.192 per cent.

General
Pensioner
Increase (2004)

42.13 (1) The amount of pension payable under this Plan is hereby increased by 2.8 per cent. effective the 1st day of January, 2004, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 2002.

(2) Effective the 1st day of January, 2004, the amount of pension

- (a) payable

- (i) to each employee pensioner in receipt of a pension; and
- (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;

- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which had an effective date shown in Column I, on the basis that if any such termination occurred for payroll purposes on any day of a month other than the first, its effective date is deemed to be the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 2003	2.800 per cent.
February 1, 2003	2.567 per cent.
March 1, 2003	2.333 per cent.
April 1, 2003	2.100 per cent.
May 1, 2003	1.867 per cent.
June 1, 2003	1.633 per cent.
July 1, 2003	1.400 per cent.
August 1, 2003	1.167 per cent.
September 1, 2003	0.933 per cent.
October 1, 2003	0.700 per cent.
November 1, 2003	0.467 per cent.
December 1, 2003	0.233 per cent.

General
Pensioner
Increase (2005)

42.14 (1) The amount of pension payable under this Plan is hereby increased by 1.83 per cent. effective the 1st day of January, 2005, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 2003.

Adjusted
Pensioner
Increases (2005)

- (2) Effective the 1st day of January, 2005, the amount of pension
- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and
- which commenced on a date shown in Column I;
- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
 - (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which had an effective date shown in Column I, on the basis that if any such termination occurred for payroll purposes on any day of a month other than the first, its effective date hereunder is deemed to be the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 2004	1.830 per cent.
February 1, 2004	1.678 per cent.
March 1, 2004	1.525 per cent.
April 1, 2004	1.373 per cent.
May 1, 2004	1.220 per cent.
June 1, 2004	1.068 per cent.
July 1, 2004	0.915 per cent.
August 1, 2004	0.763 per cent.
September 1, 2004	0.610 per cent.
October 1, 2004	0.458 per cent.
November 1, 2004	0.305 per cent.
December 1, 2004	0.153 per cent.

General
Pensioner
Increase (2006)

- 42.15(1)** The amount of pension payable under this Plan is hereby increased by 2.23 per cent effective the 1st day of January, 2006, in respect of
- (a) each pensioner in receipt of a pension; and
 - (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 2004.

Adjusted
Pensioner
Increases (2006)

- (2) Effective the 1st day of January, 2006, the amount of pension
- (a) payable
- (i) to each employee pensioner in receipt of a pension; and
- (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and
- which commenced on a date shown in Column I;
- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which had an effective date shown in Column I, on the basis that if any such termination occurred for payroll purposes on any day of a month other than the first, its effective date hereunder is deemed to be the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 2005	2.2300 per cent.
February 1, 2005	2.0442 per cent.
March 1, 2005	1.8583 per cent.
April 1, 2005	1.6725 per cent.
May 1, 2005	1.4867 per cent.
June 1, 2005	1.3008 per cent.
July 1, 2005	1.1150 per cent.
August 1, 2005	0.9292 per cent.
September 1, 2005	0.7433 per cent.
October 1, 2005	0.5575 per cent.
November 1, 2005	0.3717 per cent.
December 1, 2005	0.1858 per cent.

General
Pensioner
Increase (2007)

- 42.16(1)** The amount of pension payable under this Plan is hereby increased by 2.23 per cent effective the 1st day of January, 2007, in respect of
- (a) each pensioner in receipt of a pension; and

- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 2005.

Adjusted
Pensioner
Increases (2007)

- (2) Effective the 1st day of January, 2007, the amount of pension

- (a) payable

- (i) to each employee pensioner in receipt of a pension; and
- (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;

- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which had an effective date shown in Column I, on the basis that if any such termination occurred for payroll purposes on any day of a month other than the first, its effective date hereunder is deemed to be the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 2006	2.0100 per cent.
February 1, 2006	1.8425 per cent.
March 1, 2006	1.6750 per cent.
April 1, 2006	1.5075 per cent.
May 1, 2006	1.3400 per cent.
June 1, 2006	1.1725 per cent.
July 1, 2006	1.0050 per cent.
August 1, 2006	0.8375 per cent.
September 1, 2006	0.6700 per cent.
October 1, 2006	0.5575 per cent.
November 1, 2006	0.3717 per cent.
December 1, 2006	0.1858 per cent.

General
Pensioner
Increase (2008)

42.17(1) The amount of pension payable under this Plan is hereby increased by 2.14 per cent effective the 1st day of January, 2008, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28 (1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 2006.

Adjusted
Pensioner
Increases (2008)

(2) Effective the 1st day of January, 2008, the amount of pension

- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;

- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which had an effective date shown in Column I, on the basis that if any such termination occurred for payroll purposes on any day of a month other than the first, its effective date hereunder is deemed to be the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 2007	2.136 per cent.
February 1, 2007	1.958 per cent.
March 1, 2007	1.780 per cent.
April 1, 2007	1.602 per cent.
May 1, 2007	1.424 per cent.
June 1, 2007	1.246 per cent.
July 1, 2007	1.068 per cent.
August 1, 2007	0.890 per cent.
September 1, 2007	0.712 per cent.

October 1, 2007	0.534 per cent.
November 1, 2007	0.356 per cent.
December 1, 2007	0.178 per cent.

General
Pensioner
Increase (2009)

42.18(1) The amount of pension payable under this Plan is hereby increased by 2.37 per cent effective the 1st day of January, 2009, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 2007.

Adjusted
Pensioner
Increases (2009)

(2) Effective the 1st day of January, 2009, the amount of pension

- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;

- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which had an effective date shown in Column I, on the basis that if any such termination occurred for payroll purposes on any day of a month other than the first, its effective date hereunder is deemed to be the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 2008	2.370 per cent.
February 1, 2008	2.171 per cent.
March 1, 2008	1.975 per cent.
April 1, 2008	1.778 per cent.
May 1, 2008	1.580 per cent.
June 1, 2008	1.381 per cent.

July 1, 2008	1.185 per cent.
August 1, 2008	0.988 per cent.
September 1, 2008	0.790 per cent.
October 1, 2008	0.593 per cent.
November 1, 2008	0.395 per cent.
December 1, 2008	0.198 per cent.

General
Pensioner
Increase (2010)

42.19 (1) The amount of pension payable under this Plan is hereby increased by 0.30 per cent effective the 1st day of January, 2010, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 2008.

Adjusted
Pensioner
Increases (2010)

(2) Effective the 1st day of January, 2010, the amount of pension

- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and
 which commenced on a date shown in Column I;
- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which had an effective date shown in Column I, on the basis that if any such termination occurred for payroll purposes on any day of a month other than the first, its effective date hereunder is deemed to be the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 2009	0.300 per cent.
February 1, 2009	0.275 per cent.
March 1, 2009	0.250 per cent.

April 1, 2009	0.225 per cent.
May 1, 2009	0.200 per cent.
June 1, 2009	0.175 per cent.
July 1, 2009	0.150 per cent.
August 1, 2009	0.125 per cent.
September 1, 2009	0.100 per cent.
October 1, 2009	0.075 per cent.
November 1, 2009	0.050 per cent.
December 1, 2009	0.025 per cent.

General
Pensioner
Increase (2011)

42.20 (1) The amount of pension payable under this Plan is hereby increased by 1.78 per cent effective the 1st day of January, 2011, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 2009.

Adjusted
Pensioner
Increases (2011)

(2) Effective the 1st day of January, 2011, the amount of pension

- (a) payable
 - (i) to each employee pensioner in receipt of a pension; and
 - (ii) to each pensioner under section 29 or a predecessor thereof in respect of a deceased employee member who died prior to retirement; and

which commenced on a date shown in Column I;
- (b) payable to each pensioner under section 31 or any predecessor thereof in respect of a deceased employee pensioner whose retirement commenced on a date shown in Column I;
- (c) payable to each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), as a result of termination of employment which had an effective date shown in Column I, on the basis that if any such termination occurred for payroll purposes on any day of a month other than the first, its effective date hereunder is deemed to be the first day of the next following month,

is hereby increased by the percentage set out opposite such date in Column II:

Column I	Column II
January 1, 2010	1.7800 per cent.

February 1, 2010	1.6313 per cent.
March 1, 2010	1.4830 per cent
April 1, 2010	1.3347 per cent.
May 1, 2010	1.1864 per cent.
June 1, 2010	1.0381 per cent.
July 1, 2010	0.8898 per cent.
August 1, 2010	0.7415 per cent.
September 1, 2010	0.5932 per cent.
October 1, 2010	0.4449 per cent.
November 1, 2010	0.2966 per cent.
December 1, 2010	0.1483 per cent.

General Pensioner Increase (2013)

42.21 (1) The amount of pension payable under this Plan is hereby increased by 1.52 per cent effective the 1st day of January, 2013, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 2011.

Adjusted Pensioner Increases (2013)

(2) Effective the 1st day of January, 2013, the amount of any pension then being paid under this Plan which commenced in 2012 to

- (a) an employee pensioner; or
- (b) another person as a result of the death in 2012 of
 - (i) an employee member prior to retirement; or
 - (ii) an employee pensioner who retired in 2012,

is hereby increased by 0.1267% for each month of 2012 for which such pension was paid.

General Pensioner Increase (2014)

42.22 (1) The amount of pension payable under this Plan is hereby increased by 1.94 per cent effective the 1st day of January, 2014, in respect of

- (a) each pensioner in receipt of a pension; and
- (b) each employee member entitled to a deferred pension under clause 28(1)(a) and, if applicable, clause 28(4)(b), or predecessors thereof,

on or before the 31st day of December, 2012.

- Adjusted Pensioner Increases (2014)
- (2) Effective the 1st day of January, 2014, the amount of any pension then being paid under this Plan which commenced in 2013 to
- (a) an employee pensioner; or
 - (b) another person as a result of the death in 2013 of
 - (i) an employee member prior to retirement; or
 - (ii) an employee pensioner who retired in 2013,
- is hereby increased by 0.1617% for each month of 2013 for which such pension was paid.
- General Pensioner Increase (2015)
- 42.23** The amount of pension payable under this Plan is hereby increased by 1.91 per cent effective the 1st day of January, 2015, in respect of
- (a) each pensioner in receipt of a pension; and
 - (b) each member having vested rights to immediate payment of a deferred pension.
- General Pensioner Increase (2016)
- 42.24** The amount of pension payable under this Plan is hereby increased by 3.04 per cent effective the 1st day of January, 2016, in respect of
- (a) each pensioner in receipt of a pension; and
 - (b) each member having vested rights to immediate payment of a deferred pension.
- Pensioner Increase (2017)
- 42.25** The amount of pension payable under this Plan is hereby increased by 1.43 per cent effective the 1st day of January, 2017, in respect of
- (a) each pensioner in receipt of a pension; and
 - (b) each member having vested rights to immediate payment of a deferred pension.

SURPLUS

- Surplus during Plan Continuation
- 43.** (1) Any surplus accruing to the fund during the continuation of the Plan as certified by the actuary may, at the discretion of the principal employer on consideration of the recommendations of the Board of Trustees in that behalf, be used:
- Payment Reductions
- (a) in reduction of contributions required to be made to the fund
 - (i) by the employers under clause 18(2)(b); and/or
 - (ii) by the members under subsection 13(1) and, concomitantly, by the employers under subsection 18(1); and/or

(b) to increase pensions or pension benefits.

Surplus on Plan
Termination

(2) If on termination of the Plan there is any surplus remaining in the fund as certified by the actuary,

Refund to
Employers

(a) subject to any consents required by the PBA, there shall be refunded from such surplus to the principal employer and the participating employers any past amount(s) paid into the fund by them or any of them for the purpose of liquidating any solvency deficiency or experience deficiency, together with interest thereon at the same rate as is payable pursuant to subclause 30(d)(i); and

any balance of such surplus remaining after operation of clause (a) shall be applied as follows:

Members

(b) if there are then any members and/or other persons entitled to receive benefits under the Plan,

(i) one half of such surplus shall be applied proportionately on the basis of commuted values, subject to subsection (3), to increase such benefits, having due regard in each case to:

(A) the lawful effect of any domestic contract, as defined in Part IV of the Family Law Act, 1986;

(B) any order as to equalization of assets under Part I of the Family Law Act, 1986; and

(C) any order(s) as to designation of a beneficiary under clause 34(1)(j) of the Family Law Act, 1986;

(ii) the other half of such balance shall be paid, subject to any consents required by the PBA, to the principal employer and the participating employers; but

No Members

(c) if there remain no members or other persons entitled to receive benefits under the Plan, such balance shall be paid in accordance with subclause (b)(ii).

Maximum
Benefits

(3) If as a result of an increase pursuant to subclause (2)(b)(i) the amount of any person's benefits under the Plan would be in breach of subsection 42(4)

Reduction

(a) such increase shall be reduced so that the commuted value of such benefits is equal to the lesser of the maximum amounts described in that subsection applicable to such person; and

Distribution of
excess

(b) any surplus monies not applied to such increase as a result of the operation of clause (a) shall

- (i) to the extent not contrary to law or to the rules or guidelines applied by Revenue Canada to registered pension plans, be paid as a lump sum to such person, notwithstanding that such payment may be taxable in the hands of such person; and
- (ii) insofar as there remains any part thereof which is non payable as a lump sum pursuant to subclause (i), be pooled with the correspondingly non payable parts of surplus monies not applied to increase other persons' benefits and shall be distributed in accordance with subclause (2)(b)(i), excluding from such distribution the persons to whose benefits clause (a) has applied, and to the extent applicable the provisions of clause (a) and this clause shall thereupon again operate, and so on until there remains no further distribution to be made, but if after the final pooling there are no persons qualifying for a distribution to be made, the remaining funds shall be paid in accordance with subclause (2)(b)(ii).

Employers'
Benefit

- (4) Whenever by the operation of this section a payment or other benefit is owed to the principal employer and the participating employers, each employer shall share same on -such basis as is determined
 - (a) in the case of clause (1)(a), by the Council; and
 - (b) in the case of subclause (2)(b)(ii), by the Board of Trustees,to be equitable, having regard to the recommendations of the actuary in that behalf.

WIND UP OF PLAN

Assets

- 44.** When the Plan is terminated, the fund and any other assets of the Plan shall be applied:

Liabilities

- (a) firstly, to satisfy all liabilities of the Plan other than for benefits thereunder;

Lump-sum
Benefits

- (b) secondly, to satisfy any unpaid lump sum benefits owing under the Plan;

Pension Contracts

- (c) thirdly, to purchase from an issuer(s) licensed in Ontario for the purpose, a lawful contract in favour of each unpaid beneficiary of the Plan, for payment of benefits to which such beneficiary is entitled pursuant to the PBA under the Plan other than under subsections 43(2) to (4) on the basis of the commuted value thereof;

43(2)

- (d) fourthly, to the extent available, in complying with subsection 43(2).

PLAN AMENDMENT

Right

- 45.** (1) The principal employer reserves the right to amend the Plan provided that no such amendment shall

- Contributions (a) entitle any employer to recover any contribution made by it into the fund; or
- Accrued Benefits (b) reduce the accumulated benefits which have accrued in favour of the members under the Plan by reason of their service to the employer up to the date of such amendment, and with respect to which the contributions to the fund required under the Plan have already been made, except upon the termination of the Plan when as a result of insufficient funds a reduction in benefits is authorized under the PBA.
- Pending Amendments (2) The Board of Trustees shall, except to the extent otherwise indicated in the implementing amendment, administer the Plan and the fund in accordance with any amendment to the Plan pending registration or refusal thereof by the Superintendent of Pensions under the PBA.

DISCLOSURE OF INFORMATION

- Annual Transmittal 46. (1) There shall be transmitted annually to each member who is not a pensioner a written statement containing such information concerning the Plan and the benefits payable to or in respect of the benefit as the PBA requires and such other information as the Board of Trustees may direct.
- Other Statements (2) Where a member retires or otherwise terminates employment with an employer, there shall be given to the member, or to any other person who as a result becomes entitled to a payment(s) from the fund, a written statement containing such information concerning the benefits, rights and obligations of or with respect to the member or the other person, as the PBA requires.
- Amendment Transmittal (3) The Board of Trustees shall, subject to subsection (4), no later than sixty days after each amendment to the Plan is registered with the Financial Services Commission of Ontario, transmit notice, and a written explanation, thereof to each member or other person entitled to a benefit under the Plan who is affected by the amendment.
- Same (4) Where the Superintendent of Pensions has dispensed with notice and explanation of the type described in subsection (4), the Board of Trustees shall nevertheless provide same to accompany the next annual statement, contemplated by subsection (1).
- Information (5) In addition to the requirements of subsections (1) to (4), each member and each other person authorized by the PBA shall be provided with, and with access to, such other written information and documents respecting the terms and conditions of the Plan and all amendments thereto applicable to or with respect to the member, as the PBA and this Plan may require.

SUPERSEDURE OF PREVIOUS PLAN PROVISIONS

- Former version of Plan **47.** The provisions of the Plan supersede those set forth in By law 15-92, of the former Metropolitan Corporation, "To provide pensions for employees, their spouses and children of the Metropolitan Corporation and other participating employers" as amended.

EFFECTIVE DATE

- Enactment **48.** This Plan shall come into force on the 1st day of January, 1992.