CITY OF MOOSE JAW

Office Consolidation

The City of Moose Jaw Pension Plan

Bylaw No. 5365

Effective Date July 1, 2011

Including amendments to October 24, 2022

Disclaimer:
This information has been provided solely for research convenience. Official bylaws are available at the Office of the City Clerk and must be consulted for purposes of interpretation and application of the law.

This Bylaw has been consolidated under the authority of the City Clerk. It represents proof, in absence of evidence to the contrary of:

(a) the original bylaw and of all bylaws amending it; and

(b) the fact of passage of the original and all amending bylaws

AMENDMENTS	**DATE**
Bylaw No. 5380	July 11, 2011
Bylaw No. 5481	June 23, 2014
Bylaw No. 5498	May 4, 2015
Bylaw No. 5501	June 15, 2015
Bylaw No. 5596	September 9, 2019
Bylaw No. 5676	October 24, 2022

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Schedule A

THE CITY OF MOOSE JAW
PENSION PLAN

Plan No. 44103 - G

Registration No: 0965160

(Saskatchewan # 51214)

Bylaw No. 5365
Effective Date: July 1, 2011

Includes Amendments from:

Amending Bylaw No. 5481 – Effective Date: June 23, 2014
Amending Bylaw No. 5498 – Effective Date: May 4, 2015
Amending Bylaw No. 5501 – Effective Date: June 15, 2015
Amending Bylaw No. 5596 – Effective Date: September 9, 2019
Amending Bylaw No. 5676 – Effective Date: October 24, 2022

1.00 DEFINITIONS

1.01 Words and Terms

The following terms, wherever used in this instrument, shall, for the purposes thereof, unless the context otherwise requires, have the meaning set forth below, despite any definitions that conflict therewith in any other document.

(1) "Additional Voluntary Contribution Account" means the funds held by the Investment Agency in respect of a Member's Additional Voluntary Contributions and credited Interest.

(2) "Anniversary Date" means January 1.

(3) "Applicable Legislation" means any legislation governing pension plans and their registration including the Pension Benefits Act and the Income Tax Act.

(4) "Beneficiary" means a person or persons designated as such by a Member.

(5) "Board" means the Pension Administration Board as appointed in accordance with section 12.00.

(6) "Board of Police Commissioners" means the Board of Police Commissioners of the City of Moose Jaw.

(7) "Board of Police Commissioners CUPE Employee" means an employee of the Board of Police Commissioners who is a member of the CUPE Union, but does not include a Police Employee.

(8) "City" means the municipal corporation of the City of Moose Jaw.

(9) "City CUPE Employee" means an Employee of the City who is a member of the CUPE Union.

(10) "City Out-of-Scope Employee" means an employee of the City including the Fire Chief, the Deputy Fire Chief, the Fire Administrative Assistant/Public Education Officer and the Fire Office Manager, who is not a Board of Police Commissioners CUPE Employee, a Police Employee, a Transit Employee or a Firefighter Employee".

(Bylaw No. 5596)

(11) "Contribution Accounts" means the Employee Contribution Account, the Additional Voluntary Contribution Account and the Employer Contribution Account.

(12) "CUPE Union" means Local No. 9 of the Canadian Union of Public Employees.

(13) "Deferred Pensioner" means a Member who has ceased to be an Employee and who has not made an election regarding benefits.

(14) "Effective Date" means July 1, 2011.

(15) "Eligible Employee" means:

(a) a permanent City CUPE Employee, a Board of Police Commissioners CUPE Employee, Firefighter Employee or Transit Employee who has completed one year of accumulated Service; or

(Bylaw No. 5596)

(b) a permanent City Out-of-Scope Employee or Police Employee on their date of hire;

(Bylaw No. 5596)

(c) a non-permanent Employee who qualifies under subsection 2.01(2); or

(d) an Employee who has been otherwise authorized by its employer to be enrolled in the Plan within any lesser period of time.

(16) "Employee" means a Board of Police Commissioners CUPE Employee, a City CUPE Employee; a City Out of Scope Employee, a Firefighter Employee, a Police Employee or a Transit Employee.

(Bylaw No. 5596)

(17) "Employee Contribution Account" means a separate account maintained by the Investment Agency on behalf of a Member and shall include required contributions made by the Member pursuant to section 3.00, amounts transferred into the account by reciprocal or portability agreements and Interest credited thereon pursuant to section 4.00.

(18) "Employer Contribution Account" means a separate account maintained by the Investment Agency on behalf of a Member and shall include employer required contributions pursuant to section 3.00, amounts transferred into the account by reciprocal or portability agreements and Interest credited thereon pursuant to section 4.00.

(19) "Firefighter Employee" means an employee of the City's Fire Department who is a member of the Firefighters Association or a less than full time

employee working for the City's Fire Department but does not include the Fire Chief, the Deputy Fire Chief or the Administrative Assistant, Public Education Co-ordintator.

(20) "Firefighters Association" means the Moose Jaw Firefighters Association Local 553.

(21) "Inactive Member" means a Member who is absent in accordance with subsection 5.01(1) or is no longer eligible to participate.

(22) "Income Tax Act" means the *Income Tax Act* (Canada), and its regulations as amended from time to time, together with any rules, guidelines, regulations or conditions established or prescribed from time to time, affect the Plan.

(23) "Insurer" means a life insurance company in Canada or the Government of Canada or any other entity authorized to transact annuity business in Canada or in any of the Provinces of Canada.

(24) "Interest" means the investment income credited to Contribution Accounts pursuant to section 4.00.

(25) "Investment Agency" means such trust company or insurance company as the Board may from time to time appoint for the purposes of the Plan.

(26) "Member" means a person who has joined the Plan in accordance with the terms of the Plan and maintains an entitlement in the Plan.

(27) "Pension Benefits Act" means *The Pension Benefits Act, 1992* (Saskatchewan) as amended from time to time and the Regulations issued there under and other similar legislation and the Regulations there under as may have been or be enacted by a Province of Canada and which is applicable to the Plan.

(28) "Plan" means "The City of Moose Jaw Pension Plan" as set forth herein and as it may be amended from time to time.

(29) "Plan Administrator" means the Board.

(30) "Plan Year" means the period beginning January 1 of each year and ending December 31 of the same year.

(31) "Police Association" means the Moose Jaw Police Association.

(32) “Police Employee” means an employee of the Board of Police Commissioners who is a member of the Police Association, including, for the purposes of this Plan, the Chief of Police, the Executive Administrator, the Financial Administrator and other officers, but who is not a Board of Police Commissioners CUPE Employee.

(Bylaw No. 5596)

(33) “Remuneration” means earnings for Plan purposes that are:

(a) regular or base pay;

(b) applicable acting pay, service pay or shift pay; and

(c) in respect of periods of absence described in clause 5.01(1)(b), any prescribed compensation as described and permitted by the Income Tax Act,

but excludes any pay for overtime or allowances [i.e. clothing, footwear or car (travel)].

(34) "Service" means service while an Employee.

(35) “Spouse” means:

(a) a person to whom the Member is legally married; or

(b) if there is no person who fits the description provided in clause (a), a person with whom the Member is cohabiting as spouses and who has been cohabiting continuously with the Member for at least one year prior to the relevant time.

(36) “Transit Employee” means an employee of the City’s Transit Department who is a member of the Transit Union.

(37) “Transit Union” means Unifor Local 101-R.

(38) “Trust Agreement” means the agreement entered into by the City, CUPE Union, Firefighters Association, Police Association, Transit Union and the Board of Police Commissioners, as part of the Plan.

(39) “Trustees” are the individuals as appointed in accordance with the Trust Agreement and as bound by the terms of the Trust Agreement.

(40) "YMPE" means the Year's Maximum Pensionable Earnings as set out in the Canada Pension Plan.

(41) "Transit Union" means Unifor Local 101-R.

(Bylaw No. 5481)

1.02 General

(1) Words importing the singular number may be construed to extend to and include the plural number and words importing the plural number may be construed to extend to and include the singular number. Reference to a section or subsection means a section or subsection in this document.

1.03 History of the Plan

(1) This Plan became effective July 1, 2011 after the previous pension plans of the City and the Board of Police Commissioners amalgamated into one plan. In addition to the amalgamation of the five plans, an agreement was reached between the City and the Board of the Moose Jaw Downtown and Soccer/Field-House Facilities to allow Employees of the Board of the Moose Jaw Downtown and Soccer/Field-House Facilities to join the Plan.

The previous plans and their original effective dates are as follows:

(a) The Pension Plan for the C.U.P.E. Employees of the City of Moose Jaw – effective January 1, 1982;

(b) The Pension Plan for the Employees of the City of Moose Jaw Fire Department – effective January 1, 1980;

(c) The Pension Plan for the Out-of-Scope Employees of the City of Moose Jaw – effective January 1, 1982;

(d) The Pension Plan for the Police Employees of the Board of Police Commissioners of the City of Moose Jaw – effective January 1, 1982; and

(e) The Pension Plan for the Transit Employees of the City of Moose Jaw – effective January 1, 1982.

For the determination of benefits in effect prior to the Effective Date, the previous plan documents should be referred to.

2.00 ELIGIBILITY AND MEMBERSHIP

2.01 Eligibility

(1) Each permanent Employee shall be eligible to join the Plan on the first day of the pay period following the date upon which the Employee becomes an Eligible Employee, provided such Employee has not attained the normal retirement date.

(2) Any non-permanent Employee may elect to join the Plan providing the individual:

(a) has been an Employee for at least 24 months prior to the date of application for membership in the Plan; and

(b) has, in each of two consecutive calendar years immediately prior to the date of application earned at least 35% of the YMPE with respect to that employment.

(c) Notwithstanding this section, the employers reserve the discretion to allow eligibility for membership in the Plan before the dates specified in this section.

(3) An employee who moves from one category of employee to another shall be eligible for benefits in accordance with the provisions of the appropriate employee category on the effective date of the change.

2.02 Membership

(1) Each Employee shall join the Plan on the day the Employee becomes an Eligible Employee.

(2) Once an Employee becomes a Member, membership shall be maintained even though the Remuneration may fall below the level stipulated for eligibility to become a member.

2.03 Enrolment

(1) To join the Plan an Eligible Employee must complete and sign the form or forms prescribed for that purpose.

3.00 CONTRIBUTIONS

3.01 Member's Required Contributions

(1) Subject to section 3.04, each Member shall contribute to the Plan, in addition to any contributions made by the Member to the Canada Pension Plan, an amount equal to:

(a) 9% of the Member's Remuneration for a Police Employee; or
(Bylaw No. 5596)

(b) 9% of the Member's Remuneration for a Firefighter Employee; or
(Bylaw No. 5676, Bylaw No. 5596)

(c) 7.5% of the Member's Remuneration for a Board of Police Commissioners CUPE Employee, a City Out-of-Scope Employee, a City CUPE Employee or a Transit Employee.
(Bylaw No. 5596)

(2) A Member who is commencing an approved period of leave of absence shall contribute to the Plan in accordance with section 5.01.

(3) When a Member is receiving long term disability benefits during a period of total disability, so certified by a medical practitioner, such contributions shall be deducted from the disability benefit and shall be based on the Member's level of Remuneration immediately preceding commencement of disability.

3.02 Member's Additional Voluntary Contributions

(1) Subject to the allowable maximums, a Member may elect to make additional contributions to the Plan. Such additional voluntary contributions may be made in respect of current Service by regular payroll deductions.

(2) Additional voluntary contributions which are made by payroll deductions may be altered at the option of the Member and in accordance with the terms of the agreement or agreements under which such investment options are made available by the Investment Agency.

3.03 Employer Required Contributions

(1) The City shall contribute to the Plan an amount equal to the Member Required Contributions in respect of Members who are Firefighter Employees, City CUPE Employees, Transit Employees or City Out-of-Scope Employees employed by the City.

(2) The Board of Police Commissioners shall contribute to the Plan an amount equal to the member required contributions in respect of Members who are Police Employees or Board of Police Commissioners CUPE Employees.

3.04 Maximum Contribution Permissible

(1) Notwithstanding sections 3.01, 3.02 and 3.03, the sum of the Member's and the employer's contributions for a Member for a year shall not exceed the amount which would result in the pension adjustment for the year exceeding the lesser of:

(a) the money purchase limit for the year as defined in the Income Tax Act; and

(b) 18% of the Member's compensation as defined in the Income Tax Act for the year.

3.05 Excessive Contributions

(1) Member or employer contributions shall be returned to the contributor if it is found that the contribution maximums have been exceeded.

(2) Such returns to the contributor shall be taken:

(a) firstly from additional voluntary contributions; and

(b) secondly, in proportionate amounts, from the Employee Contribution Account and the Employer Contribution Account.

3.06 Permissible Contributions

(1) No contribution or gift may be made to or under this Plan except as provided herein.

3.07 Transfers

(1) This Plan shall accept Contribution Accounts transferred to it under the terms of any registered pension plan having provisions similar to the provisions of this Plan, and as permitted by the Income Tax Act.

4.00 ACCOUNTS

4.01 Member Accounts

(1) Three separate accounts shall be maintained by the Investment Agency in the Fund with respect to each Member as follows:

(a) The member required contributions made in accordance with section 3.01 and any transfer made in accordance with section 3.07 shall be allocated to the Employee Contribution Account to be invested in accordance with the Member's investment directions pursuant to section 4.02.

(b) The Member's additional voluntary contributions made in accordance with section 3.02 shall be allocated to the Member's Additional Voluntary Contribution Account to be invested in accordance with the Member's investment directions pursuant to section 4.02.

(c) The employer required contributions made in accordance with section 3.03 shall be allocated to the Member's Employer Contribution Account to be invested in accordance with the Member's investment directions pursuant to section 4.02.

4.02 Investment of Accounts

(1) The Member's Employee Contribution Account, Additional Voluntary Contribution Account and Employer Contribution Account shall be invested pursuant to directions provided by the Member in a number of investment options to be made available for these purposes. If a Member does not provide such instructions, the Member's Contribution Accounts shall be invested in one or more default options selected by the Board.

(2) A Member may change the allocation of his Employee Contribution Account, Additional Voluntary Contribution Account or Employer Contribution Account among the various investment options offered in accordance with the terms of the agreement or agreements under which such investment options are made available by the Investment Agency.

4.03 Interest Credits and Valuation Dates

(1) The value of each Member's Contribution Accounts shall be determined by the Investment Agency at each valuation date to take account of the

allocation of net investment income, net realized and unrealized capital gains and losses and investment expenses incurred and allocated in respect of the Member.

(2) Valuation dates shall occur at such times as may be required or permitted by the contract with the Investment Agency but not less frequently than monthly. The value of each account shall be computed on the basis of market values at the valuation date concerned, having regard to the terms of the Investment Agency's contract.

5.00 ABSENCE AND RE-EMPLOYMENT

5.01 Absence

(1) For the purposes of the Plan, if a Member is absent from employment for a period not exceeding 12 months as a result of illness, a lay off or a leave of absence duly authorized by the City, the Board of Police Commissioners, as applicable, this shall not constitute termination of employment and, in the case of a Member, the following rules shall apply:

(Bylaw No. 5596)

(a) if the Member receives pay, the Member shall continue to contribute to the Plan and shall be entitled to all benefits under the Plan as though actually at work;

(b) if the Member does not receive pay, employer required contributions to the Plan shall cease, but any benefits which had previously been accrued shall not be affected. The Member may elect to:

(i) make the Member’s required contributions pursuant to subsection 3.01(1); or

(ii) make both the Member’s required contributions and the employer required contributions, pursuant to sections 3.01 and 3.03.

(2) Contributions made by the Member in accordance with clause (1)(b) shall be based on a “prescribed amount” of earnings, as permitted by the Income Tax Act, and equal to the Remuneration paid to the Member immediately before the leave commenced. Such contributions will form part of the Member’s Employee Contribution Account.

(3) If no election is made to continue to contribute, Member contributions will cease during the period of leave and the Member shall be deemed for purposes of the Plan to be an Inactive Member. Upon the Member's return to active service, contributions shall be resumed.

(4) In accordance with the Income Tax Act, "prescribed" earnings for each Member is limited to five years of full-time equivalent Remuneration, plus an additional three years of full-time equivalent Remuneration in respect of periods of leave that immediately follow the birth or adoption of a child of the Member, subject to a maximum of 12 months for any one period of parenting.

(5) Subject to the provisions of subsection (1), if a Member is otherwise absent from employment and is not receiving long-term disability payments, the Member shall cease to be an Employee for the purposes of the Plan and shall be subject to the provisions for Termination of Service pursuant to section 8.00.

5.02 Re-Employment

(1) An Inactive Member shall rejoin the Plan immediately upon again becoming an Eligible Employee.

(2) A Deferred Pensioner shall rejoin the Plan immediately upon again becoming an Eligible Employee.

6.00 RETIREMENT DATES AND CONDITIONS

6.01 Normal Retirement Date

(1) The normal retirement date of a Member shall be the first day of the month coincident with or next following attainment of age 65.

(2) Notwithstanding subsection (1), the normal retirement date of a Member who is a public safety employee as defined in the Income Tax Act shall be the first day of the month coincident with or next following attainment of age 60.

6.02 Early Retirement

(1) A Member may retire on a pension on the first day of any month coincident with or next following attainment of age 50.

(2) Notwithstanding the above, a Member who is a Police Employee may retire on an immediate pension on the first day of any month after completion of 20 years of employment with the Board of Police Commissioners.

6.03 Postponed Retirement

(1) A Member who continues to be employed after the normal retirement age shall continue being a Member of the Plan.

(2) A Member may elect to postpone payment of pension benefits or purchase of an annuity under the Plan beyond the Member's normal retirement age, up to the end of the calendar year in which the Member attains age 71.

(3) A Member may, however, elect to purchase an annuity from an Insurer to commence at any time up to the end of the calendar year in which the Member attains age 71. The terms and conditions of the annuity and benefits during any periods of postponed payment of pension after date of purchase shall be in accordance with the agreement between the Member and the Insurer.

7.00 RETIREMENT BENEFITS

7.01 Retirement Benefit

(1) Subject to the terms and conditions of section 6.00, a Member who retires from the Plan and who has not previously been granted a pension or a lump sum settlement under the Plan shall be entitled, upon application therefore, to the distribution of the value of the Member's Contribution Accounts determined as of the valuation date coincident with or next following the date upon which the Member retires. Such distribution shall be made available in the form elected by the Member in accordance with section 7.02.

7.02 Payment of Retirement Benefit

(1) If a Member retires in accordance with section 7.01, the Member shall thereupon elect distribution of the Member's Employee Contribution Account and Employer Contribution Account in any one of the following forms:

(a) a single premium purchase of a life annuity from an Insurer, in a form acceptable under Applicable Legislation;

(b) a lump sum transfer to a locked-in retirement account;

(c) a prescribed registered retirement income fund; or

(d) another employer's registered pension plan, if permitted by such plan.

(2) If a Member retires in accordance with section 7.01, the Member shall thereupon elect distribution of the Member's Additional Voluntary Contribution Account in any one of the following forms:

(a) a single premium purchase of a life annuity from an Insurer;

(b) a lump sum transfer to a registered retirement savings plan;

(c) a registered retirement income fund;

(d) another employer's registered pension plan, if permitted by such Plan; or

(e) a lump sum cash payment.

(3) If the Member does not elect an option within six months from the date of retirement, the Board shall have the option of purchasing an annuity from an Insurer to commence immediately or upon the Member attaining normal retirement date, whichever is later.

7.03 Differentiation as to Gender

(1) The gender of the Member or other Beneficiary under the Plan shall not be taken into account in determining the amount of periodic pension benefits provided by any annuity purchase.

7.04 Small Pensions

(1) Notwithstanding anything contained in the Plan to the contrary, where a Member is entitled to a retirement benefit pursuant to this section 7.00 of the Plan, the Member may receive the value of the Employee Contribution Account and Employer Contribution Account as a lump sum cash refund, if such total value is less than 20% of the YMPE in the year of payment.

8.00 TERMINATION OF SERVICE

8.01 Vesting and Lock-in

(1) Employer Required Contributions on behalf of a Member are vested to the Member's credit as soon as membership in the Plan becomes locked-in.

(2) A Member's lock-in occurs immediately upon enrolment.

8.02 Termination of Service

(1) The amount standing to the Member's credit in the Member's Employee Contribution Account and Employer Contribution Account shall be transferred as of the valuation date coincident with or next following the date upon which the Member terminated, at the election of the Member, to:

(a) a locked-in retirement account, as defined under the Pension Benefits Act;

(b) another registered pension plan, provided the administrator of that plan accepts the transfer and agrees to administer the amount transferred in accordance with the Pension Benefits Act;

(c) an insurance company to purchase a life annuity contract which complies with the provisions of the Applicable Legislation; or

(d) a registered retirement income fund, as prescribed under the Pension Benefits Act, provided the Member is eligible to retire pursuant to section 6.00 and the Member's Spouse signs the prescribed consent form.

(2) Notwithstanding subsection 8.02(1), a Member who ceases to be an Employee for any reason other than death, retirement or disability shall be entitled to receive up to 50% of the amount standing to the Member's credit in the Member's Employee Contribution Account as at December 31, 1993, in partial discharge of rights under the Plan, in the form of:

(a) a refund in cash; or

(b) a transfer to a registered retirement savings plan.

(3) If the Member does not make an election pursuant to subsections 8.02(1) and (2) within six months from the date of termination of Service, the Board

shall have the option of purchasing an annuity from an Insurer to commence at normal retirement date from the balance in the Employee Contribution Account and the Employer Contribution Account.

8.03 Member's Additional Voluntary Contributions

(1) On termination of employment, or termination of the Plan, the Member may elect to receive the value of the Member's Additional Voluntary Contribution Account, in the form of:

(a) a refund in cash; or

(b) a transfer to a registered retirement savings plan.

(2) If the Member does not establish a registered retirement savings plan within six months from the date of termination of Service, the Board shall have the option of making a refund in cash.

9.00 DEATH BENEFITS

9.01 Death Benefit Prior to Distribution of Members' Accounts

(1) In the event of the death of a Member prior to the distribution of the Member's Contribution Accounts, the Member's Spouse, or, if there is no Spouse, or if the Spouse has waived in the prescribed form and in accordance with Applicable Legislation the Spouse's right to the death benefit, the Member's Beneficiary, shall be entitled to the distribution in accordance with section 9.02 of the value of the Member's Contribution Accounts as of the valuation date coincident with or immediately preceding the date of such distribution.

9.02 Distribution of Death Benefit

(1) If a Member dies and has a Spouse, the Member's Spouse shall receive a lump sum cash distribution of the Member's Additional Voluntary Account (or transfer to the Spouse's registered retirement savings plan) and any distribution of the Member's Employee Contribution Account and Employer Contribution Account shall be made as either a:

(a) lump sum cash payment;

(b) transfer to the Spouse's registered retirement savings plan;

(c) transfer to another registered pension plan, provided that plan permits such a transfer;

(d) transfer to an Insurer to purchase an immediate or deferred annuity in a form permitted by Applicable Legislation, as designated by the Spouse and commencing no later than the later of one year after the date of death of the Member and the end of the calendar year in which the Spouse attains 71 years of age; or

(e) potential combinations of the above.

(2) If a Member dies and does not have a Spouse or the Spouse has waived the death benefit in the prescribed form and in accordance with Applicable Legislation, the value of the Member's Contribution Accounts shall be payable to the Beneficiary as a single lump sum cash payment.

10.00 BENEFICIARY

10.01 Designation of Beneficiary

(1) A Member may, by a signed declaration in writing filed with the Board, appoint a Beneficiary to receive the Member's death benefit, provided that in the absence of any such valid appointment, the death benefit shall be payable to the Member's estate.

(2) A Member who has made a designation in accordance with subsection (1) above may from time to time alter or revoke the designation by filing with the Board such alteration or revocation in writing on a form prescribed by the Board for that purpose, subject to any statutory conditions or limitations.

(3) If the Member has a Spouse and the Spouse has not waived the death benefit in the prescribed form and in accordance with Applicable Legislation, then the Spouse is the Member's Beneficiary regardless of whether the Member has appointed a Beneficiary pursuant to subsection 10.01(1).

10.02 Identity of Beneficiary

(1) In the event of there being any doubt as to the identity of the Beneficiary or as to whether the Beneficiary is the person legally entitled to receive any benefit hereunder, such dispute shall be referred to the Court of Queen's Bench for resolution.

11.00 NON-ASSIGNMENT AND NON-COMMUTATION OF BENEFITS

11.01 Monies Payable

(1) Except as provided in this Plan, any monies payable under this Plan shall not be assigned, charged, anticipated or given as security and are exempt from execution, seizure or attachment and any transaction purporting to assign, charge, anticipate or give as security such monies is void.

11.02 Breakdown of the Spousal Relationship

(1) Notwithstanding anything else in the Plan, benefits provided under or by the Plan may be assigned, attached, or given as security under a court order or written interspousal contract made under *The Family Property Act* (Saskatchewan), provided however that:

(a) the written contract or court order conforms to the said Act and has been executed in a manner consistent with the Act;

(b) the amount to be assigned to the Member's estranged Spouse shall be the amount specified in the written contract or court order, but not more than 50% of the Member's equity in the Plan prior to the division, and shall be with effect from the date provided by the parties thereto; and

(c) a Member's estranged Spouse must transfer the assigned benefits to a locked-in retirement account, as defined under the Pension Benefits Act.

(2) Except where a court order or written contract has been filed with the Plan Administrator by the Member and the Spouse or former Spouse jointly, the Plan Administrator shall give a notice, in writing, to the Member, that a court order or written contract has been filed.

(3) The Plan Administrator shall:

(a) proceed with the division of the benefit if the Member does not file a notice of objection within 30 days of being provided with the notice cited in subsection (2);

(b) apply to the court for directions if a notice of objection is received within 30 days of issuing the notice cited in subsection (2).

11.03 Disclosure

(1) In the event that a benefit is to be divided pursuant to a court order or a written interspousal agreement, the pertinent information shall be provided, upon request, to the Member, Spouse or the solicitor of any of them. The Member shall be notified of the information provided to the Spouse or the solicitor.

11.04 Enforcement of Maintenance Orders

(1) Notwithstanding any provision of this Plan, or any Act, pension benefits that are payable to a Member, on a lump sum or periodic basis, are subject to garnishment pursuant to *The Enforcement of Maintenance Orders Act, 1997* for the purposes of enforcing a maintenance order as defined in that Act.

12.00 PLAN MANAGEMENT AND ADMINISTRATION

12.01 Pension Administration Board

(1) The City, the City Out-of-Scope Employees, the CUPE Union acting on behalf of the City CUPE Employees, the Firefighters Association, the Police Association, the Transit Union and the Board of Police Commissioners, as part of the Plan, shall establish a Trust Agreement setting out the composition and mandate of the Board.

(2) The Board shall be comprised of the following Trustees:

(a) two Trustees appointed by the CUPE Union to act on behalf of the City CUPE Employees;
(b) two Trustees appointed by the Firefighters Association;
(c) two Trustees selected by City Out-of-Scope Employees;
(d) two Trustees appointed by the Police Association;
(e) two Trustees appointed by the Transit Union;
(f) two Trustees appointed by the City; and
(g) one Trustee appointed by the Board of Police Commissioners.

(Bylaw No. 5596)

(3) Administration of the Plan is the responsibility of the Board.

(4) The City, the City Out-of-Scope Employees, the CUPE Union acting only on behalf of the City CUPE Employees, the Firefighters Association, the Police Association, the Transit Union or the Board of Police Commissioners

may remove their respective Trustees at any time upon reasonable notice, subject to the provisions of the Trust Agreement and, upon such removal or upon resignation of a Trustee, the City, the CUPE Union acting only on behalf of the City CUPE Employees, the Firefighters Association, the Police Association, the Transit Union or the Board of Police Commissioners, whichever is applicable, shall appoint a successor Trustee.

12.02 Board Responsibilities

(1) The Board shall appoint an Investment Agency and such other persons as may be required to carry out the delegated duties and responsibilities essential to the operation and continuance of the Plan.

(2) The duties and responsibilities of the Board are as defined in the Plan's Trust Agreement.

12.03 Explanation to Members

(1) A written description of the Plan shall be provided to each Eligible Employee to join the Plan, on or before the date of first eligibility. Such description shall explain the terms and conditions of the Plan and amendments thereto as applicable to the Employee and shall outline the rights and duties of the Employee with reference to the benefits available and the contributions payable under the Plan.

(2) Within six months of any amendment to the Plan, a similar explanation of the amendment shall be provided to the Investment Agency, each Member and Eligible Employee affected by the amendment.

(3) Upon cessation of employment or termination of membership of a Member entitled to an immediate or deferred pension, a written statement showing the benefits to which the Member is entitled shall be provided.

(4) A copy of this Plan text, any trust deed or agreement, insurance contract, bylaw, resolution, or investment contract relating to the Plan may be examined by an Employee or the Employee's agent at any reasonable time at such offices as are designated by the Plan Administrator.

12.04 The Pension Fund

(1) The Fund shall be established and administered by the Investment Agency in accordance with the terms of an agreement executed between the Board and the Investment Agency.

12.05 Payments to the Investment Agency

(1) All contributions made after the Effective Date in accordance with the terms of the Plan shall be paid into the Fund.

(2) The City, the Board of Police Commissioners, as applicable, shall pay to the Investment Agency the Members' and the employer required contributions to the Plan within 30 days after such contributions were retained or received by the City or the Board of Police Commissioners, as applicable.

(Bylaw No. 5596)

12.06 Fund Management

(1) The Member contributions and the employer contributions to the Plan shall be received, held, invested and administered by the Investment Agency in accordance agreement between the Board and the Investment Agency, the Plan and Applicable Legislation.

(2) No part of the Fund shall be used for or diverted to purposes other than for the exclusive benefit of Members and their Beneficiaries. No Member, retired Member, survivor or Beneficiary under the Plan, or any other person shall have any interest in or right to any part of the earnings of the Funds or any rights in or to or under such Fund or any part of the assets thereof, except and to the extent expressly provided in this Plan.

(3) The investment of the Fund shall be limited to the securities and loans prescribed by the Pension Benefits Act and the Regulations thereunder and the statutory or regulatory requirements of any other competent jurisdiction.

(4) The Investment Agency shall, at all times, keep or cause to be kept adequate accounts of the Fund. Such accounts shall be maintained on a Plan Year basis.

(5) The Fund shall have a fiscal year ending December 31.

12.07 General Procedures and Provisions

(1) The Fund shall be chargeable with the fees of the Investment Agency and any expenses in respect of the Plan reasonably and properly incurred by the Investment Agency or the Board, unless otherwise paid directly by the City or the Board of Police Commissioners.

(Bylaw No. 5596)

(2) Payment of any benefit under the Plan shall be made only upon application therefore in the manner prescribed by the Board and upon submission of such relevant supporting evidence as the Board, in its discretion, may require.

(3) If, when a benefit becomes payable, the Board finds that the person entitled to receive the benefit under the Plan is a minor or is physically, mentally or legally incompetent to receive such benefit or to give a valid release therefor, the Board may cause the Investment Agency to pay the benefit to the person's legal guardian or committee, for the account of the person entitled to the benefit. Any such payment shall operate as a complete discharge of liability therefor under this Plan.

(4) Notwithstanding anything in the Plan to the contrary, no cash settlement shall be paid under the terms of the Plan where such payment would be contrary to the provisions of the Pension Benefits *Act* or the statutory or regulatory requirements of any other competent jurisdiction.

12.08 Retention of Records

(1) All records and files pertaining to the operations of the Plan and Employee and Employer Contribution Accounts shall be retained for at least three years after:

(a) in the case of an agreement, the expiry of the agreement; and

(b) in the case of other records, the date of the last transaction to which the records relate.

13.00 GENERAL PROVISIONS

13.01 Free From Liability

(1) No Member, former Member, Beneficiary or Spouse shall have any recourse under any provision of this Plan against any past, present or future Trustee or employee of the City or the Board of Police Commissioners and all such employees and Trustees shall be free from all liability hereunder as a condition hereof.

(Bylaw No. 5596)

13.02 Plan Non-Protective

(1) The Plan shall not:

(a) give a Member any right to be retained in the service of the City or the Board of Police Commissioners;

(b) prevent the City or the Board of Police Commissioners from discharging a Member at any time; or

(c) give rise to any claim by anyone against the City or the Board of Police Commissioners for damages for any cause whatsoever.

(Bylaw No. 5596)

13.03 Lawful Currency

(1) All contributions to the Plan and all benefits under the Plan shall be payable in the lawful currency of Canada, provided that, in case of any Member being paid earnings in some other currency, the Board may from time to time, at its discretion, fix the rate of exchange to be used for the purposes of the Plan in converting to Canadian currency this Member's earnings and contributions to the Plan.

13.04 Age

(1) Age may be provided by official birth certificate issued by the appropriate public authority. If the Member is unable to obtain an official birth certificate, evidence of age satisfactory to the Board, in its reasonable discretion, must be produced.

(2) In case the age of any Member is found to have been incorrectly stated, the Board is empowered to make or cause to be made such adjustments respecting such Member for the purposes of the Plan as the Board shall deem equitable.

13.05 Approval for Tax Purposes and Construction

(1) This Plan is subject to the initial and continuing approval of the Plan by all taxing authorities now or hereafter imposing taxes which may be affected by contributions to the Plan.

(2) The Plan shall be construed according to the laws of the Province of Saskatchewan.

14.00 AMENDMENT OR TERMINATION OF THE PLAN

14.01 Authority to Amend

(1) The Plan can be amended, modified or discontinued only upon agreement of the City, the Board of Police Commissioners, the CUPE Union acting on

behalf of the City CUPE Employees, the CUPE Union acting on behalf of the Board of Police Commissioners CUPE Employees, the Firefighters Association, the Police Association, the Transit Union and the City Out-of-Scope Employees.

(2) Minor amendments to the Plan can be made by the Board provided that there is no monetary impact. For greater clarity, the Board cannot make Plan amendments which affect such items as contributions, eligibility requirements or retirement dates.

(3) Notwithstanding the provisions of this Plan, any one of the City, the Board of Police Commissioners, the CUPE Union acting on behalf of the City CUPE Employees, the CUPE Union acting on behalf of the Board of Police Commissioners CUPE Employees, the City Out-of-Scope Employees, Police Association, the Firefighters Association and the Transit Union have the unilateral right to discontinue membership in the Plan upon providing the other employers and Employee groups six months written notice of the decision to discontinue participation in the Plan.

(Bylaw No. 5596)

(4) Where an employer or Employee groups decides to discontinue membership in the Plan pursuant to subsection (4), the other employers and employee groups will agree to the amendments necessary to the Plan and the Trust Agreement to effect the discontinuance.

14.02 Rights on Discontinuance of Plan

(1) If the Plan is terminated, all funds standing to the credit of a Member in the Member's Contribution Accounts shall be used to provide a benefit for that Member.

(2) Notwithstanding the aforesaid, the Plan will be terminated in accordance with the requirements of the Applicable Legislation

14.03 Limitation of Amendments

(1) No amendment to the Plan shall adversely affect any vested right of any Member or former Member as the same exists under the Plan at the date of such amendment.