

AGREEMENT

AMENDMENT NUMBER 7 TO THE CALGARY FIREFIGHTERS

SUPPLEMENTARY PENSION PLAN ("Pension Plan")

BETWEEN

THE CITY OF CALGARY
("The City")
and

THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL UNION 255
(the "Local")

WHEREAS the provisions of the Pension Plan may be amended by the mutual agreement of The City and the Local;

AND WHEREAS The City and the Local are satisfied that the amendments set out in this Agreement are necessary and desirable;

NOW THEREFORE, The City and the Local hereby agree as follows:

The Calgary Firefighters Supplementary Pension Plan Agreement dated April 3, 1995, as amended by Amendment 1 dated August 30, 2005 with effect as of January 1, 2003, Amendment 2 dated June 28, 2005 with effect as of January 1, 2003, Amendment 3 dated September 30, 2008 with effect as of August 10, 2006 (unless otherwise stated within Amendment Number 3), Amendment 4 dated November 4, 2013 with effect as of December 2, 2013 (collectively the "Plan Text"), Amendment 5 dated May 21, 2015 with effect as of March 9, 2015, Amendments No. 6 dated May 21, 2015 but with effect as of September 1, 2014 is amended with effect as of May 17, 2017 (unless otherwise stated within Amendment Number 7) as set out in the attached Schedule "A".

IN WITNESS WHEREOF the parties have executed this Agreement in counterpart and by facsimile as of May 17, 2017

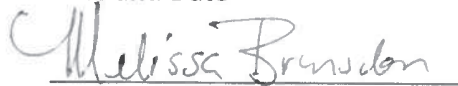
THE CITY OF CALGARY



Name and Signature

May 17, 2017

Title and Date



Name and Signature

Manager Labour Relations

Title and Date

THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 255



Name and Signature

President May 17, 2017

Title and Date



Name and Signature

Executive Vice President May 17, 2017

Title and Date

SCHEDULE A

AMENDMENT NUMBER 7 TO THE CALGARY FIREFIGHTERS SUPPLEMENTARY PENSION PLAN

WHEREAS THE Calgary Firefighters Supplementary Pension Plan was first established on June 3, 1975;

AND WHEREAS by an Agreement between The City of Calgary ("The City") and the International Association of Firefighters Local 255 (the "Local"), dated April 3, 1995, the parties approved and adopted the amended and restated Plan Text, dated April 3, 1995 (the "1995 Pension Plan Text");

AND WHEREAS subsequently the 1995 Pension Plan Text has been amended by Amendment Number 1 dated August 30, 2005 with effect as of January 1, 2003, Amendment Number 2 dated June 28, 2005 with effect as of January 1, 2003, Amendment Number 3 dated September 30, 2008 with effect as of August 10, 2006 (unless otherwise stated within Amendment Number 3), Amendment Number 4 dated November 4, 2013 with effect as of December 2, 2013, Amendment Number 5 dated May 21, 2015 with effect as of March 9, 2015, and Amendment No. 6 dated May 21, 2015 but with effect as of September 1, 2014;

AND WHEREAS The City and the Local now desire to further amend the 1995 Plan Text in the manner set out in this Schedule "A" (which is referred to as Amendment Number 7 to the Calgary Firefighters Supplementary Pension Plan);

NOW THEREFORE the provisions of the 1995 Plan Text (as previously amended) are hereby further amended, effective as of May 17, 2017 (unless otherwise stated within Amendment Number 7), as follows:

1. Article 1.1(i) is added as follows:

"(i) The parties agreed to amend the April 3, 1995 Agreement by Amendment No. 7 dated May 17, 2017 incorporating amendments to the 1995 Agreement which were negotiated or determined by arbitration between the parties, with additional changes some of which are of a minor or inconsequential nature."

2. The words "Section 47 of the *Trustee Act*" in the definition of "Designated Beneficiary" in Article 1.2 are deleted and replaced by "Section 71(2) of the *Wills and Succession Act*".

3. The definition of "Members" in Article 1.2 is replaced with:

"Members" means

- (a) employees identified in "PART A" of "WAGES AND SALARIES – SCHEDULE NO. 1" in the collective agreement between The City and the Local for whom the Local has the exclusive right to bargain collectively under the *Labour Relations Code*,
- (b) effective April 30, 2015, employees identified in "PART C" of "WAGES AND SALARIES – SCHEDULE NO. 1" in the collective agreement between The City and the Local for whom the Local has the exclusive right to bargain collectively under the *Labour Relations Code*, and
- (c) such other persons as The City and the Local have agreed upon in writing before 2009.

Members shall include Former Members and Retired Members unless the context indicates otherwise. Should the provisions of the *Labour Relations Code* be amended so as to remove employees from the bargaining unit description of the Local, those employees so removed shall retain their status as Members;"

4. Effective September 28, 2016, the words "standby pay," are added immediately after the word "excluding" in the definition of "Salary" in Article 1.2.
5. Effective May 2, 2017, Article 12 is replaced with the following:

**"ARTICLE 12
DEATH BENEFITS BEFORE RETIREMENT**

12.1 Member With Pension Partner

- (a) Subject to Article 12.3, in the event of the death of a Member who has a Pension Partner, there shall be payable to his Pension Partner an annual pension Benefit, payable monthly to the Pension Partner, equal to 65% of the normal pension Benefit which would have been payable to the Member, if he had survived, upon his attainment of the age of 60 years (including service projected to age 60), calculated on the basis of his Highest Average Salary at his date of death.
- (b) If the deceased Member is survived by his Pension Partner and one or more Dependent Children there shall also be payable in respect of each Dependent Child, up to a maximum of 3 Dependent Children, an annual pension Benefit, payable monthly until such child attains the age of 18 years, equal to 10% of the normal Benefit which would have been payable to the Member, if he had survived, upon his attainment of the age of 60 years on the basis of his Highest Average Salary at his date of death.

- (c) Where
- (i) the Actuarial Equivalent of the total Benefit payable under Article 12.1(a) and (b) plus the LAPP Offset payable on death before retirement under the LAPP is less than
 - (ii) the Commuted Value of the Member's Supplementary Pension accrued to the Member's date of death calculated as if the Member had terminated under Article 13 immediately prior to death plus the Commuted Value of the Member's termination benefit under the LAPP calculated as if the Member had terminated membership in the LAPP immediately prior to death,
- then, subject to the Tax Rules, the Actuarial Equivalent of the total Benefit payable under Article 12.1(a) and (b) will be increased by such difference by increasing each Benefit otherwise payable in the same proportion.

12.2 Member Without Pension Partner

- (a) In the event of the death of a Member who does not have a Pension Partner as of the date of death, a monthly pension Benefit shall be payable, subject to the Tax Rules, to the Dependent Children, until the Dependent Children, to a maximum of four such Dependent Children, attain the age of 18 years, and shall be equal to 15% of the normal Benefit for each such child which would have been payable to the Member, if he had survived, upon his attainment of the age of 60 years (including service projected to age 60) on the basis of his Highest Average Salary at his date of death.
- (b) Where the Actuarial Equivalent of the total Benefit payable under Article 12.2(a) is less than the Commuted Value of the Member's Supplementary Pension accrued to the Member's date of death calculated as if the Member had terminated under Article 13 immediately prior to death, the excess of the Commuted Value of the Member's Supplementary Pension accrued to the Member's date of death calculated as if the Member had terminated under Article 13 immediately prior to death over the Actuarial Equivalent of the total Benefit payable under Article 12.2(a) shall be paid by way of a lump sum payment to the Designated Beneficiary, or, if there is no living Designated Beneficiary, to the personal representative of the Member's estate in his capacity as personal representative.

12.3 Option for Payment of Commuted Value

In the event of the death of a Member prior to retirement, in lieu of any other Benefit payable under Article 12, there may be elected, as an option, the Commuted Value of the Member's Supplementary Pension accrued to the Member's date of death calculated as if the Member had terminated under Article 13 immediately prior to death.

Such election may be made by:

- (a) the deceased Member's Pension Partner; or
- (b) if there is no Pension Partner of the deceased Member, the Designated Beneficiary; or
- (c) the deceased Member's estate if:
 - (i) there is a Pension Partner but the waiver described in Article 12.4 has been filed with the Plan Administrator; and
 - (ii) there has not been a beneficiary designated by the deceased Member filed with the Plan Administrator pursuant to Section 71 of the *Wills and Succession Act*,
respectively as is the case.

The amount paid under this Article 12.3 shall be transferred or refunded in accordance with the Act. Any payment of a Commuted Value under this Article 12.3 shall be Locked-In in accordance with the Act.

If the deceased Member's Pension Partner is eligible to receive a payment under Article 12.3, then in lieu of the payment, the Pension Partner may, as an option, elect to receive a pension, the Commuted Value of which shall be equal to the payment calculated in Article 12.3. Such pension shall commence on the same date as the pension payable from the LAPP to the deceased Member's Pension Partner.

12.4 Pension Partner Waiver of Pre-Retirement Death Benefits

The Pension Partner of a Member may waive his right to receive the pre-retirement death Benefits provided for in Article 12 by filing a written waiver with the Plan Administrator on a form and in the manner prescribed by the Act. If such waiver is filed with the Plan Administrator, then this Article 12 of the Plan shall be interpreted in accordance with such waiver and the Act and as if the Pension Partner has predeceased the Member."

6. Effective May 2, 2017, the following phrase is deleted from Article 14.4(b):

"For this purpose if the Member does not have at least 10 years of Pensionable Service at his death but had at least 5 years of Pensionable Service prior to becoming disabled, then he shall be deemed to have 10 years of Pensionable Service and his death Benefit shall be calculated in accordance with Article 12.3 if he has a Pension Partner or Dependent Child".

**Calgary Firefighters
Supplementary Pension Plan**

Between

The City of Calgary

and

**The International Association of
Firefighters Local 255**

Consolidation Effective as of May 21, 2015

TABLE OF CONTENTS

ARTICLE 1 INTRODUCTION AND DEFINITIONS	1
1.1 Introduction.....	1
1.2 Definitions.....	2
ARTICLE 2 MEMBERSHIP.....	8
2.1 Membership in the Plan	8
ARTICLE 3 FUNDING.....	8
3.1 Current Service Contributions	8
3.2 Unfunded Liability Contributions.....	8
3.3 Actuarial Valuations	9
3.4 Future Contributions Dependent on Actuarial Valuations.....	9
3.5 Cost Sharing.....	9
3.6 Remitting of Contributions	10
3.7 Excess Contributions	10
ARTICLE 4 PURCHASE OF PRIOR SERVICE	10
4.1 Requests to the Effective Change Date are under Former Agreement	10
4.2 Rules for Requests on or after the Effective Change Date	10
4.3 Payment of Prior Service Cost.....	11
4.4 Prior Service Limit.....	11
4.5 Purchase of Prior Service Under LAPP	11
4.6 Leave of Absence.....	11
ARTICLE 5 RETIREMENT DATES.....	11
5.1 Normal Retirement.....	11
5.2 Early Retirement	12
5.3 Application for Retirement	12
ARTICLE 6 NORMAL FORM OF PENSION BENEFIT	12
6.1 Member With Pension Partner.....	12
6.2 Member Without Pension Partner.....	13
6.3 5 Year Guarantee	13
ARTICLE 7 NORMAL RETIREMENT PRIOR TO AGE 55, ON AN UNREDUCED PENSION	13
7.1 Pension Payable To Age 55	13

7.2	Normal Supplementary Pension Payable After 55th Birthday	13
7.3	Death Prior To Age 55	13

ARTICLE 8 EARLY RETIREMENT PRIOR TO AGE 55, ON A REDUCED PENSION.....14

8.1	Pension Payable to Age 55	14
8.2	Pension Payable After 55th Birthday.....	15
8.3	Death Prior to Age 55	15

ARTICLE 9 NORMAL SUPPLEMENTARY PENSION BENEFIT - RETIREMENT AFTER 55TH BIRTHDAY16

9.1	Normal Supplementary Pension	16
9.2	Member With Pension Partner -Normal Form.....	16
9.3	Member Treated as Single - Normal Form	16
9.4	Reduction at Age 65 - Normal Form	16
9.5	Death Benefit	17
9.6	Maximum Lifetime Pension	17
9.7	Pensioner Recommencement of Employment	18

ARTICLE 10 COST OF LIVING ADJUSTMENTS18

10.1	Pension Benefits Adjusted by Same Percentage as Under LAPP.....	18
10.2	Reduction at Age 65 is Frozen.....	18

ARTICLE 11 ALTERNATIVE FORMS OF PENSION18

11.1	Optional Forms	18
11.2	Reduction at Age 65.....	19

ARTICLE 12 DEATH BENEFITS BEFORE RETIREMENT19

12.1	Member with Less Than 10 Years of Pensionable Service	19
12.2	Member Without Pension Partner or Dependent Child (<i>Deleted</i>)	19
12.3	Member With Pension Partner.....	19
12.4	Deceased Member who is Vested	20
12.5	Pension Partner Waiver of Pre-Retirement Death Benefits	21

ARTICLE 13 TERMINATION OF EMPLOYMENT.....21

13.1	Refund of Contributions (<i>Deleted</i>)	21
13.2	Deferred Pension.....	21
13.3	Alternate Election	21
13.4	Locking In.....	22
13.5	Post-Plan Termination Members	22

ARTICLE 14 DISABILITY	22
14.1 Total and Permanent Disability Pension	22
14.2 Partial Disability Pension.....	23
14.3 Continued Service Credits	23
14.4 Cessation of Disability Service Credits	23
14.5 Contributions Required While Disabled	24
14.6 Proof of Disability.....	24
ARTICLE 15 GENERAL PROVISIONS APPLICABLE TO BENEFITS	24
15.1 Maximum Pension	24
15.2 Pension Funds Not Assignable	24
15.3 Lump Sum Settlement Limitation.....	24
15.4 Transfer Options	25
15.5 Un-Locking of Benefits	26
15.6 50% Unlocking	26
15.7 Requirement to Apply Under LAPP	26
15.8 Monthly Payments	27
15.9 Commutation of Fixed Term Pensions	27
15.10 Commutation of Small Annuities	28
15.11 Member with Pension Partner.....	28
15.12 Payment of Benefits	28
15.13 Excess Member Contributions.....	28
ARTICLE 16 THE LOCAL AUTHORITIES PENSION PLAN.....	29
16.1 Incorporation of LAPP Benefits	29
16.2 Benefits Under the Plan Reduced by LAPP Benefits	29
ARTICLE 17 APPLICATION OF AGREEMENT	29
17.1 Before Effective Change Date	29
17.2 On or After Effective Change Date	29
17.3 Indemnity	29
ARTICLE 18 REGISTRATION	30
18.1 Registration and Amendment of the Plan under Federal or Provincial Laws.....	30
18.2 Required Legislative and/or Regulatory Amendments	30
ARTICLE 19 ADMINISTRATION OF THE PLAN.....	31
19.1 General Responsibility of the Board of Trustees	31
19.2 Powers of the Board of Trustees	31
19.3 Establishment of Rules by the Board of Trustees	32
19.4 Adoption of Tables by the Board of Trustees	32
19.5 Additional Responsibilities of the Board of Trustees	32

19.6	Arbitration.....	32
19.7	Compliance with the Tax Rules.....	33
19.8	Provision to the Parties of Documentation	33
ARTICLE 20 TERM AND MODIFICATION OF THE PLAN		33
20.1	Plan Negotiable, Subject to 5 Year Term	33
20.2	Arbitration.....	33
20.3	Limitation on Amendment.....	35
20.4	Administrative Practices	35
20.5	Termination of the Plan	35
ARTICLE 21 TERMINATION OF THE PLAN.....		36
21.1	The Parties Do Not Intend to Terminate the Plan.....	36
21.2	Allocation Priorities	36
21.3	Payments of Refund Not Elected (<i>Deleted</i>).....	36
21.4	Distribution of Assets	36
21.5	Maximum Entitlement	37
21.6	Surplus Entitlement.....	37
ARTICLE 22 MISCELLANEOUS		37
22.1	Summary of Plan.....	37
22.2	No Rights	37
22.3	No Right on Dismissal.....	37
22.4	Forms	37
22.5	Use of the Masculine Gender.....	38
22.6	Headings	38
22.7	Unenforceable Provisions	38
22.8	Governing Law	38
ARTICLE 23 DIVISION AND DISTRIBUTION OF PENSION BENEFITS ON SPOUSAL RELATIONSHIP BREAKDOWN		38
23.1	Administrative Fees	38

This Consolidation is effective as of May 21, 2015.

Between:

THE CITY OF CALGARY

("The City")

and

THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 255

(the "Local")

The parties agree as follows.

ARTICLE 1 INTRODUCTION AND DEFINITIONS

1.1 Introduction

- (a) The City and the Local are parties to a Pension Agreement dated June 3, 1975, with amendments and addenda to November 30, 1993 (the "1975 Agreement") which set forth the terms and conditions of a supplementary pension plan for members of the Local and certain other persons as agreed by The City and the Local.
- (b) Differences arose between The City and the Local concerning the 1975 Agreement.
- (c) Following arbitration and mediation proceedings and negotiations between The City and the Local in 1994 and 1995, The City and the Local signed a Memorandum of Settlement dated March 8, 1995 which constituted full settlement of all issues between them concerning the 1975 Agreement.
- (d) The Memorandum of Settlement was ratified by The City on April 3, 1995 and by the Local on March 28, 1995 (the "1995 Memorandum of Settlement").
- (e) The parties agreed that during the drafting of amendments to the 1975 Agreement to incorporate the changes made by the 1995 Memorandum of Settlement into the April 3, 1995 Agreement, to incorporate the changes in the 1995 Memorandum of Settlement and other amendments to the 1975 Agreement accepted by both parties.

- (f) In order to register the Plan under, and as required by the *Employment Pension Plans Act* of Alberta, the parties agreed to amend the April 3, 1995 Agreement by Amendment No. 1 dated August 30, 2005 but with effect as of January 1, 2003, by Amendment No. 2 dated June 28, 2005 but with effect January 1, 2003, by Amendment No. 3 dated September 30, 2008 but with effect August 10, 2006 (unless otherwise stated within Amendment Number 3), by Amendment No. 4 dated November 4, 2013 but with effect as of December 2, 2013 and by Amendment No. 5 dated March 9, 2015 incorporating amendments to the 1995 Agreement which were negotiated or determined by arbitration between the parties.
- (g) The parties agreed to consolidate the April 3, 1995 Agreement as amended by Amendment No. 1, by Amendment No. 2, by Amendment No. 3, by Amendment No. 4 and by Amendment No. 5 with such additional changes some of which are of a minor or inconsequential nature in order to properly set out such consolidation as of March 9, 2015. This Agreement is that consolidation.
- (h) In order to comply with revised requirements of the *Employment Pension Plans Act* of Alberta and to make additional changes of a minor or inconsequential nature recommended by the Board of Trustees appointed pursuant to the Trust Agreement, the parties agreed to amend the April 3, 1995 Agreement, as consolidated as of March 9, 2015, by Amendment No. 6 dated May 21, 2015 but with effect as of September 1, 2014.

1.2 Definitions

“5 Year Guarantee” means in respect of a Retired Member who dies before 60 monthly pension payments have been made, the entitlement to continued payments to a Member’s Designated Beneficiary at the rate in effect at a Retired Member’s death until 60 payments have been made;

“Act” means the *Employment Pension Plans Act*, R.S.A. 2000, c. E-8, as amended and includes any Regulation to the Act;

“Actuarial(ly) Equivalent” means equivalent in terms of actuarial present value, calculated on a basis which is in accordance with generally accepted actuarial principles, and approved by the Board;

“Actuarial Reserve (AR)” means the actuarial present value of a Benefit payable in the future in respect of a period of service already performed, including the portion of those Benefits relating to expected future salary and cost-of-living increases, as determined by the Plan’s Actuary and approved by the Board of Trustees;

“Actuary” means a person, a firm, or corporation designated by the Board to be the Actuary of the Plan who shall be, or in the case of a firm or corporation, a member of the staff of the firm or corporation shall be, a practicing Fellow of the Canadian Institute of Actuaries;

“Average YMPE” means, for Members terminating or retiring on or before December 31, 1995, the average of the YMPE over the total period of the Member’s Pensionable Service after January 1, 1966. For Members terminating and retiring after December 31, 1995, the Average YMPE shall be calculated for the Member’s Pensionable Service after January 1, 1966, as the average of the YMPE over the same period used in the determination of the Member’s Highest Average Salary. If the Average YMPE for a Member is greater than his Highest Average Salary then the Average YMPE shall be deemed equal to his Highest Average Salary;

“Benefit” means any sum of money paid from the Pension Fund to a Former Member or Retired Member on account of his retirement, death, disability or termination of employment with The City, and includes payments to such Former Member’s or Retired Member’s surviving Pension Partner, Dependent Children or other Designated Beneficiary;

“Board” or **“Trustees”** means the Board of Trustees appointed pursuant to the Trust Agreement;

“Commuted Value” means, in relation to a Benefit under this Plan, the actuarial present value of such Benefit determined on the basis of actuarial assumptions and methods that are in accordance with The Canadian Institute of Actuaries’ recommendations for the computation of transfer values of pensions, that are approved by the Board and subject to the requirements of the Tax Rules and the Act;

“Credited Interest” means, with respect to contributions made by a Member, interest calculated on each interest calculation date described below at a rate equal to:

- (a) For any period prior to January 1, 1994 the rate of 4% compounded semi-annually; and
- (b) For any period after December 31, 1993, the rates of interest calculated on the basis of the average of the yields of 5-year personal fixed term chartered bank deposit rates as provided for in Section 73(1)(b) of the Regulations to the Act.

Credited Interest shall be calculated as at each interest calculation date which shall be:

- (a) Each December 31; or
- (b) The Member’s retirement date or date of death, or termination of employment, as applicable.

Contributions made subsequent to the end of the immediately preceding Plan Year shall, on the next interest calculation date, be credited with interest at one-half the Credited Interest rate for the period after the end of the immediately preceding Plan Year during which contributions were made.

In the case of a refund, transfer or other lump sum settlement out of the Plan, interest shall also be credited at the Credited Interest rate from the date of determination as described above up to the first day of the month in which such refund, transfer or other lump sum settlement is paid;

“**Current Service**” means a period or sum of periods expressed in years during which a Member was eligible to make contributions to this Plan on and after January 1, 1974 up to the earlier of his Post-Plan Termination Date, his retirement date, or date of termination for other reasons under the Plan, providing all required Member’s contributions have been made or have been deemed to be made with respect to each such period;

“**Current Service Cost**” means, with respect to Current Service after December 31, 1995 and expressed as a percentage of Salary, the normal actuarial cost of the Plan, excluding amortization of actuarial gains or losses for Pensionable Service after December 31, 1995 and any expenses arising under the Plan which the Board is authorized to pay from the Pension Fund under the Trustee Agreement;

“**Dependent Child**” means an unmarried child who has not attained age 18, and who was dependent on the Member for support before the Member’s death;

“**Designated Beneficiary**” means the Pension Partner of a Member or, if there is no Pension Partner the person or persons designated by the Member, in such form and manner as prescribed by Section 47 of the *Trustee Act* of Alberta, to receive amounts payable hereunder in the event of the death of the Member. If there is not a Designated Beneficiary, or if the Designated Beneficiary is not living at the time of the death of the Member, then any amount payable on or after the Member’s death shall be paid to the Member’s estate;

“**Effective Change Date**” means January 1, 1995;

“**Excess Member Contributions**” means the amount equal to the excess, if any, of the Member’s contributions plus Credited Interest over fifty percent (50%) of the Commuted Value of the Benefit earned over the Members period of Current Service. The determination of Excess Member Contributions shall exclude additional voluntary Member contributions or optional ancillary contributions under the Act and any service related to those contributions;

“**Former Agreement**” means the Pension Agreement made between The City and the Local dated June 3, 1975 with amendments and addenda to November 30, 1993;

“**Former Member**” means a person, other than a Retired Member, who was enrolled in the Plan and whose employment with The City is terminated;

“**FSPP**” means, as the context requires, either Calgary Firefighters’ Supplementary Pension Plan or the Plan Text (being this Agreement);

“Highest Average Salary” means:

- (a) For a Member who has at least 5 years of Current Service, the Member’s average annual Salary for the 60 consecutive months of his Current Service during which his Salary was the highest;
- (b) For a Member who has less than 5 years of Current Service, but at least 5 years of Pensionable Service, the Member’s average annual Salary for the 60 consecutive months of his Current Service and Prior Service during which his Salary was the highest. Where contributions on Prior Service were made on an Actuarial Reserve basis, Salary means the annual remuneration used in the determination of the Actuarial Reserve cost, excluding salary growth assumptions.
- (c) For a Member who has less than 5 years of Pensionable Service, the Member’s average annual Salary over his years of Pensionable Service.

“Joint Life Not Reducing Pension” means a pension payable under the LAPP or FSPP during the joint lives of the Member and his Pension Partner and which, after the death of the Member or his Pension Partner, continues to be payable to the survivor in the same amount that was payable while both were alive;

“Joint Life Reducing Pension” means a pension payable under the LAPP during the joint lives of the Member and his Pension Partner and which, after the death of the Member or his Pension Partner, continues to be payable to the survivor in the amount of 2/3 of the amount that was payable while both were alive;

“LAPP” means the Local Authorities Pension Plan as provided for by the *Public Sector Pension Plans Act* and Regulations thereto, as is now in effect, as amended from time to time or such legislation as may hereafter be enacted to replace the LAPP;

“LAPP Offset” means benefits payable or deemed to be payable under the LAPP to the Member, his surviving Pension Partner, Dependent Children or Designated Beneficiary, determined:

- (a) As if the person entitled to receive the LAPP benefit had applied for the benefit in the appropriate manner;
- (b) Except for the purposes of calculating any early retirement reduction under LAPP, as if the Member’s pensionable service under LAPP is equal to the Member’s Pensionable Service under the FSPP. For the purposes of calculating any early retirement reduction under LAPP, the Member’s actual pensionable service under LAPP shall be used;
- (c) As if the LAPP benefit was not coordinated with Old Age Security or Canada Pension Plan;
- (d) As if the LAPP benefit was payable on the earliest possible date following the Member’s termination of employment with The City;

- (e) For a Post-Plan Termination Member, as if the Highest Average Salary under LAPP was determined on the Member's Post-Plan Termination Date;
- (f) As if the Member was Vested under LAPP in all cases.

The LAPP Offset includes cost-of-living adjustments to LAPP;

"Locked-In" has the same meaning as used throughout the Act;

"Members" means firefighters identified in the collective agreement between The City and the Local under Part A-Firefighters' Pay Schedule, for whom the Local has the exclusive right to bargain collectively under the *Labour Relations Code*, together with such other persons as The City and the Local have agreed upon in writing before 2009. Members shall include Former Members and Retired Members unless the context indicates otherwise. Should the provisions of the *Labour Relations Code* be amended so as to remove employees from the bargaining unit description of the Local, those employees so removed shall retain their status as Members;

"Member-Treated-as-Single" means a Member who does not have a Pension Partner on his retirement date, or, effective January 1, 1995, a Member who does have a Pension Partner on his retirement date but who elects to receive his LAPP benefits in a form other than a joint life pension with his Pension Partner as the designated nominee, whereby at least 66-2/3% of LAPP benefit continues to the survivor of the first to die;

"Pension Fund" or **"Fund"** means the fund established pursuant to the Former Agreement and continued pursuant to this Agreement;

"Pensionable Age" means the first day of the month coincident with or next following the Member's 60th birthday.

"Pension Partner" has the same meaning as is provided in the rules of the Local Authorities Pension Plan ("LAPP") established and continued under the *Public Sector Pension Plans Act*. For greater clarity, if a Member retires before age 55, then when he attains age 55 his Pension Partner for the purposes of the Plan shall be deemed to be the person who was his Pension Partner on his 55th birthday, and he shall be deemed to have no Pension Partner if he had no Pension Partner on his 55th birthday. If a Member retires after age 55, his Pension Partner shall be deemed to be the person who was his Pension Partner on his retirement date;

"Pensionable Service" means, while the Plan is ongoing and not terminated, the sum, expressed in years, of a Member's Current Service, Pre-1974 Service, and Prior Service on which Member's contributions have been made in accordance with this Plan;

"Plan" means the Plan provided for in this Agreement either in its present form or any properly amended form;

"Plan Administrator" means, pursuant to the requirements of the Act and the Tax Rules, the Board;

"Plan Anniversary" means January 1, the first Plan anniversary being January 1, 1975;

“Plan Year” means a calendar year;

“Post-Plan Termination Date” means the date on which the Plan terminates pursuant to Article 20.5;

“Post-Plan Termination Member” means a person who:

- (a) was enrolled in the Plan;
- (b) has ceased to be eligible to make contributions to the Plan, for reasons of plan termination, and
- (c) remains continuously employed with The City and participating in the LAPP.

“Pre-1974 Service” means a period or sum of periods expressed in years, prior to January 1, 1974 during which a Member made contributions to an employee's pension or retirement plan maintained by The City;

“Prior Service” means service, expressed in years, which occurred before a Member's enrolment in this Plan and on which contributions have been made to the LAPP, but does not include Pre-1974 Service;

“Retired Member” means a Member whose services terminated by reason of retirement, or a Former Member who has since retired, and who is receiving or entitled to receive Benefits under this Plan;

“Salary” means:

- (a) all remuneration paid to Members pursuant to the collective agreement in force between the parties, excluding overtime pay and dry-cleaning allowance; or
- (b) for persons who are Members by virtue of an agreement between The City and the Local, all remuneration which The City treats as salary of that person and which LAPP accepts as falling within the eligibility requirements of the LAPP.

“Superintendent of Pensions” has the same meaning as Superintendent under the Act.

“Supplementary Pension” means the monthly pension Benefit payable under this Plan;

“Tax Regulations” means the regulations made pursuant to the *Income Tax Act* (Canada), as amended from time to time;

“Tax Rules” means those provisions of the *Income Tax Act* (Canada) or of the Tax Regulations under it, or of both, that apply to pension plans registered or to be registered under that Act and includes any approval, certification, or other permission, or any direction or order from the federal Minister of National Revenue, the absence of which, or failure to comply with which, may make the Plan's registration liable to revocation under that Act;

“**Trustee Agreement**” means the Trustee Memorandum of Agreement made as of the 23rd day of September 1987 between The City and the Local, and as amended from time to time; attached as Schedule “A” hereto;

“**Vested**” means, in relation to a Member, being entitled to any Benefit as provided under the Plan; and

“**YMPE**” means the Year's Maximum Pensionable Earnings described in Section 18 of the Canada Pension Plan, as amended from time to time. The YMPE for a portion of a calendar year shall be calculated as one-twelfth of the YMPE for the full calendar year, multiplied by the nearest number of months contained in the portion of the calendar year under consideration.

ARTICLE 2 MEMBERSHIP

2.1 Membership in the Plan

All Members shall automatically be included in the membership of this Plan as a condition of employment with The City.

ARTICLE 3 FUNDING

3.1 Current Service Contributions

Subject to Article 3.5, contribution rates will be in the amount approved from time to time by the Board of Trustees based upon the last actuarial cost certificate filed with the Superintendent of Pensions.

3.2 Unfunded Liability Contributions

Following ratification of the Memorandum of Settlement dated March 8, 1995 between the negotiating committees of The City and the Local:

- (a) The City paid \$1,500,000 into the Plan on April 5, 1995; and
- (b) The City will pay a further \$3,000,000 plus interest into the Plan by a promissory note providing for 15 equal annual payments with interest at 7.5% per annum from the date of ratification, the first payment to be made on June 30, 1995 and annually on June 30 thereafter, up to and including June 30, 2009. These payments are unconditional, are not subject to future collective bargaining and shall not be subject to reduction or increase in future negotiations or as a result of future Plan experience, Plan amendment, or actuarial valuations. If for any reason these payments or any portion thereof are not eligible as payments to reduce an unfunded liability, any payment or portion thereof which is not eligible shall be paid when due as a current service contribution. The amount remaining owing for current service contributions shall be reduced by the amount so paid, and the current service rates for the 12 months following the payment will be reduced so that 45%

of the remaining amount owing as current service contributions will be paid by the Members and 55% by The City. If the Plan is to be terminated, The City will pay all outstanding amounts owing on the promissory note prior to termination.

3.3 Actuarial Valuations

An actuarial valuation of the Plan will be conducted on the instructions of the Board of Trustees as of December 31, 1995. Future actuarial valuations will be conducted on the instructions of the Board of Trustees at least once every three years thereafter in accordance with the Act, subject to such exemptions as may be granted by the Superintendent of Pensions. Such actuarial valuation shall include a solvency valuation of the Plan determined in accordance with the rules under the Act and Regulation to the Act.

3.4 Future Contributions Dependent on Actuarial Valuations

The City and the Members will make the payments recommended in the actuarial valuations, such payments to commence as current contributions on the first pay period following acceptance of the actuarial valuations by the Board of Trustees.

3.5 Cost Sharing

Subject to Article 3.2(b) the remaining costs calculated by the Actuary, whether for Current Service, or as adjusted for amortization of unfunded liabilities, surpluses, gains or losses, shall be shared 55% by The City and 45% by the Members, and the contribution rates in Article 3.1 shall be adjusted accordingly, if necessary. Unfunded liabilities include going concern and solvency calculations:

The following principles shall be observed in calculating such costs:

- (a) The Actuary shall perform such analysis as may be required as part of the actuarial valuation, to determine:
 - (i) adjustments, if any, in the contribution requirements for Current Service;
 - (ii) contributions required to amortize unfunded liabilities in accordance with EPPA rules, including any net actuarial gain or loss since the previous valuation. Without restricting the generality of the foregoing, such gains or losses shall include differences arising from actual experience, from changes in actuarial assumptions or procedures, from the Plan amendments or changes in the Plan procedures, and from any other items leading to a change in the actuarial position; and
 - (iii) the solvency position of the Plan as provided for in the Regulations to the Act.

The Board shall forthwith apply to the Superintendent for an exemption from the contributions referred to under (a)(ii) above relating to any unfunded liabilities determined on a solvency basis.

For clarity, nothing in this provision alters The City's responsibility for solvency deficiency upon plan termination in accordance with the *Employment Pension Plans Act*.

3.6 Remitting of Contributions

- (a) Member's contributions shall be made by bi-weekly payroll deduction and shall cease upon the earliest of:
 - (i) the Member's retirement date;
 - (ii) the Member's date of termination from The City for reasons other than retirement;
 - (iii) the date the Member has accrued 35 years of Pensionable Service.
- (b) Effective April 3, 1995, all contributions (other than those in Article 3.2(b)) shall be deposited to the Fund within 15 days of each pay period.
- (c) For the purposes of contributions, a Member's Salary is limited to the amount necessary to ensure that the amount of pension accrued in respect of that year does not exceed the defined benefit limit for that year, as defined in the Tax Rules.

3.7 Excess Contributions

In the event that The City or a Member makes a contribution to the Plan which would cause revocation of the Plan's registration under the *Income Tax Act* then, subject to the Tax Rules, such contribution shall be returned to The City or the Member, as applicable.

ARTICLE 4 PURCHASE OF PRIOR SERVICE

4.1 Requests to the Effective Change Date are under Former Agreement

The contribution requests for Prior Service purchases under this Plan, initiated on or before the Effective Change Date shall be subject to the rules of the Former Agreement.

4.2 Rules for Requests on or after the Effective Change Date

Periods of Prior Service that have not been purchased under Article 4.1 shall be subject to the following rules:

- (a) Such service must be purchased by the Member within 6 months of the Member's date of hire.

- (b) The cost to the Member shall be equal to the actuarial present value of the projected Benefits payable under this Plan, attributable to such Prior Service.

4.3 Payment of Prior Service Cost

The Trustees may adopt rules to allow a Member to pay the prior service cost in a lump sum or by instalments. Payment of the Prior Service cost by instalments shall be made in equal bi-weekly instalments with interest fixed until the full amount is paid at the rate used in the actuarial valuation of the Plan immediately preceding the first payment, and ending on the earliest of:

- (a) the end of a period equivalent to the period of the purchased Prior Service;
- (b) the Member's 60th birthday; and
- (c) 15 years.

Any part of the Prior Service cost unpaid on the Member's termination of employment, death or retirement date shall be paid within 90 days of notice from the Trustees as a lump sum.

4.4 Prior Service Limit

Where all or a portion of the Prior Service purchased under this Article was rendered before 1990, and where the benefits payable under the LAPP in respect of such Prior Service are limited to 2/3 of the maximum lifetime retirement benefits otherwise allowed under the Tax Rules, then such lower limit shall also apply to the sum of the lifetime retirement benefits payable to the Member under this Plan and the LAPP with respect to such Prior Service; the costs of purchasing such service shall also be appropriately adjusted to reflect such reduction.

4.5 Purchase of Prior Service Under LAPP

Where a Member elects to purchase prior service under LAPP, the Member shall be required to purchase the corresponding amount of Pensionable Service under this Plan.

4.6 Leave of Absence

A Member who is on an approved leave of absence from The City shall have such leave of absence recognized as Pensionable Service under this Plan provided such leave of absence is recognized as pensionable service under the LAPP. The Member and The City shall make contributions to this Plan for the leave of absence on the same basis and at the same time as the Member and The City make contributions for the leave of absence under the LAPP.

ARTICLE 5 RETIREMENT DATES

5.1 Normal Retirement

A Member who attains Pensionable Age must elect to retire and is entitled to an unreduced pension commencing at or after Pensionable Age. The Member shall not be entitled to accrue service past Pensionable Age.

5.2 Early Retirement

(a) Early Retirement After 30 Years of Service

A Member who has completed 30 years of Pensionable Service may elect to retire on an unreduced pension.

(b) Early Retirement After 25 Years of Service

A Member who is not eligible to retire under sub clause (a) may elect to retire on a reduced pension at an early retirement date which shall be the first day of any month subsequent to the completion of 25 years of Pensionable Service.

(c) Early Retirement After Age 55

A Member who has attained age 55 and is not eligible to retire under sub clause (a) or (b) may elect to retire on an unreduced pension provided the Member is Vested.

(d) Early Retirement of a Vested Member

Subject to Article 5.1, a Member who is not otherwise eligible to retire under this Article and who has attained the age of 50 years and who is Vested may elect to retire on a reduced pension at an early retirement date which shall be the first day of any month subsequent to the date he becomes Vested.

5.3 Application for Retirement

A Member shall submit a written application for retirement to The City at least 90 days prior to his retirement date.

ARTICLE 6 NORMAL FORM OF PENSION BENEFIT

6.1 Member With Pension Partner

The normal form of pension Benefit for a Member who has a Pension Partner shall be monthly payments to the Retired Member throughout his retired lifetime followed by monthly payments to his surviving Pension Partner, if any, which payments to the Pension Partner shall be equal to 65% of the pension payment the Member would have received, if living, and ceasing with the payment due for the month in which the last death of the Retired Member and his Pension Partner occurs. If the surviving Pension Partner is more than 10 years younger than the deceased Retired Member, the payments to the Pension Partner shall be reduced by 1 % for each year that the Pension Partner is more than 10 years younger than the deceased Retired Member.

6.2 Member Without Pension Partner

The normal form of pension Benefit for a Member who does not have a Pension Partner shall be monthly payments to the Retired Member ceasing with the payment due for the month in which his death occurs.

6.3 5 Year Guarantee

The normal form of pension payable under Articles 6.1 or 6.2 includes the 5 Year Guarantee.

ARTICLE 7 NORMAL RETIREMENT PRIOR TO AGE 55, ON AN UNREDUCED PENSION

7.1 Pension Payable To Age 55

A Member with 30 or more years of Pensionable Service who retires prior to age 55 shall be entitled to receive a pension under this Plan equal to 2% of his Highest Average Salary multiplied by his Pensionable Service, payable until he attains age 55.

7.2 Normal Supplementary Pension Payable After 55th Birthday

When a Retired Member to whom Article 7.1 applies attains age 55, he shall be eligible to receive a normal Supplementary Pension pursuant to Article 9 as if he had retired at age 55, except that the normal Supplementary Pension shall be increased by any cost-of-living increases made pursuant to Article 10 between the Member's retirement date and his 55th birthday.

7.3 Death Prior To Age 55

(a) Member With Pension Partner on Date of Death

If a Retired Member who was receiving a pension under Article 7.1 dies before age 55 and if he had a Pension Partner on his date of death, then his Pension Partner shall be entitled to a Supplementary Pension under the Plan equal to the following, if positive:

65% of the pension which was payable to the Retired Member under Article 7.1

LESS

the pension payable to the surviving Pension Partner under the LAPP in the form of a pension guaranteed for 5 years.

Provided however:

- (i) if the Member dies before 60 payments have been made, then the 65% factor above shall be increased to 100% for the balance of the 60 months after which the 65% factor will apply; and

- (ii) this pension shall be reduced, on the first day of the month following the month in which the Member would have attained age 65 had he not died, by an amount equal to 65% of the reduction referred to in Article 9.4.

(b) Member Without Pension Partner on Date of Death

If a Retired Member who was receiving a pension under Article 7.1 dies before age 55 and if he did not have a Pension Partner on his date of death, then the pension payable under this Plan shall cease following the monthly payment made with respect to the month in which the Member died, subject to the 5 Year Guarantee payable to the Member's Designated Beneficiary. Such payments to the Designated Beneficiary shall be reduced by any amounts payable under the LAPP on account of the Retired Member's death.

ARTICLE 8

EARLY RETIREMENT PRIOR TO AGE 55, ON A REDUCED PENSION

8.1 Pension Payable to Age 55

A Member who is Vested but has less than 30 years of Pensionable Service who elects to retire prior to age 55 is entitled to receive a pension under this Plan until he attains age 55 equal to 2% of his Highest Average Salary multiplied by his Pensionable Service, reduced as follows:

- (a) if he has at least 25 years of Pensionable Service, his pension is reduced by one-third of one percent multiplied by the number of months by which his Pensionable Service is less than 30 years; or
- (b) if he has attained age 50 his pension is reduced on an Actuarially Equivalent basis from age 55 down to his actual age at retirement; provided however, that any such reduction in the pension must not be less than the reduction provided for in paragraph 8503(3)(c) of the Tax Regulations.

A Member who has attained age 50 and who has at least 25 years of Pensionable Service shall receive the greater of the Benefit determined under paragraph (a) or paragraph (b) of this Article 8.1.

8.2 Pension Payable After 55th Birthday

When a Retired Member to whom Article 8.1 applies attains age 55, he shall be eligible to receive a normal Supplementary Pension pursuant to Article 9 as if he had retired at age 55, except that:

- (a) the normal Supplementary Pension payable shall be increased to reflect any cost-of-living increases made pursuant to Article 10 between the Member's retirement date and before his 55th birthday; and
- (b) the total pension from both this Plan and the LAPP after his 55th birthday reflects the reduction referred to in Article 8.1.

8.3 Death Prior to Age 55

(a) Member With Pension Partner on Date of Death

If a Retired Member who was receiving a pension under Article 8.1 dies before age 55 and he had a Pension Partner on his date of death, then his Pension Partner shall be entitled to a Supplementary Pension under the Plan equal to the following, if positive:

65% of the pension which was payable to the Retired Member under Article 8.1, and

LESS

the pension payable to the surviving Pension Partner under the LAPP in the form of a pension guaranteed for 5 years.

Provided however:

- (i) if the Member dies before 60 payments have been made, then the 65% factor above shall be increased to 100% for the balance of the 60 months after which the 65% factor will apply; and
- (ii) the pension payable shall be reduced, on the first day of the month following the month in which the Member would have attained age 65 had he not died, by an amount equal to 65% of the reduction referred to in Article 9.4.

(b) Member Without Pension Partner on Date of Death

If a Retired Member who was receiving a pension under Article 8.1 dies before attaining age 55 and if he did not have a Pension Partner on his date of death, then the pension payable under this Plan shall cease following the monthly payment made with respect to the month in which the Member died, subject to the 5 Year Guarantee payable to the Member's Designated Beneficiary. Such payments to the Designated Beneficiary shall be reduced by any amounts payable under the LAPP on account of the Retired Member's death.

ARTICLE 9
NORMAL SUPPLEMENTARY PENSION
BENEFIT - RETIREMENT AFTER 55TH BIRTHDAY

9.1 Normal Supplementary Pension

A Member who has attained age 55 who is Vested on his retirement date is entitled to receive a normal Supplementary Pension pursuant to this Article.

9.2 Member With Pension Partner -Normal Form

A Member who has a Pension Partner on his retirement date and who elects to receive his LAPP benefit in the form of a "joint life pension reducible by 33-1/3% on the death of the Member or his Pension Partner" shall receive a normal Supplementary Pension, subject to Article 9.4, equal to:

2% of the Member's Highest Average Salary multiplied by the Member's Pensionable Service

LESS

the amount of pension payable to the Member under the LAPP.

9.3 Member Treated as Single - Normal Form

A Member Treated as Single shall receive a normal Supplementary Pension, subject to Article 9.4, equal to:

2% of the Member's Highest Average Salary multiplied by the Member's Pensionable Service

LESS

the amount of pension payable to the Member under the LAPP in the form of a pension payable for the lifetime of the Member, guaranteed for at least 5 years.

9.4 Reduction at Age 65 - Normal Form

Notwithstanding any other provision of this Article 9, where a Retired Member is receiving a normal Supplementary Pension under Articles 9.2 or 9.3, on the first day of the month following the month in which the Retired Member attains age 65, the Supplementary Pension shall be reduced by 0.6% of the Member's Average YMPE multiplied by his Pensionable Service subsequent to January 1, 1966.

9.5 Death Benefit

(a) Member with Pension Partner on Date of Death

If a Member who was receiving a normal Supplementary Pension under Article 9.2 dies and is survived by the person who was his Pension Partner on his retirement date, the surviving Pension Partner shall be entitled to a Supplementary Pension for the Pension Partner's lifetime in an amount which, when added to the pension payable to such surviving Pension Partner under the LAPP, shall equal 65% of the total pension the Member would have received under the LAPP and under this Plan had he not died, subject to the 5 Year Guarantee. If a Retired Member dies before attaining age 65, the pension payable to the surviving Pension Partner shall be reduced, on the first day of the month following the month in which the Retired Member would have attained age 65 had he not died, by an amount equal to 65% of the reduction referred to in Article 9.4.

(b) Other Members

If a Retired Member who is receiving a normal Supplementary Pension under Article 9.3 dies, or if a Retired Member who is receiving a normal Supplementary Pension under Article 9.2 dies with his Pension Partner having predeceased him, then the Supplementary Pension payments under this Plan shall cease following the monthly payment made with respect to the month in which the Member died, subject to the 5 Year Guarantee.

9.6 Maximum Lifetime Pension

Notwithstanding the foregoing, the maximum lifetime pension payable under Articles 7, 8 and 9, when added to the Member's normal annual pension benefit under the LAPP, and before the application of any reduction due to early retirement on a reduced pension, shall not exceed the lesser of:

- (a) \$1,722.22 (indexed or as amended from time to time under the Tax Rules) times the number of years of the Member's Pensionable Service not exceeding 35 years; and
- (b) 2% of the Member's highest average indexed compensation (as described in Section 8504(2) of the Tax Regulations) for each year of Pensionable Service not exceeding 35 years.

For greater clarity, the "lifetime" pension referred to above is that payable throughout the Member's lifetime, exclusive of additional temporary benefits payable to age 65. Subject to Article 4.4 and Canada Revenue Agency approval, the limit described under this Article 9.6 shall not apply to Benefits payable in respect of pre-1992 Pensionable Service.

9.7 Pensioner Recommencement of Employment

Where a Retired Member recommences employment covered by the Plan, the pension Benefit of such Retired Member will continue without interruption and such Retired Member is not eligible to accrue any additional benefits in respect of his employment as a Retired Member.

ARTICLE 10 COST OF LIVING ADJUSTMENTS

10.1 Pension Benefits Adjusted by Same Percentage as Under LAPP

For the purposes of recognizing increases in the cost of living, all pension Benefits payable under this Plan shall be adjusted on each January 1 by the same percentage by which pension benefits are adjusted under the LAPP.

10.2 Reduction at Age 65 is Frozen

For greater clarity, the total pension payable under this Plan, before age 65, is adjusted for increases in the cost of living, as described in Article 10.1. The 0.6% formula reduction at age 65, described in Article 9.4, is based on the Average YMPE calculated for the Retired Member at his termination of employment, without any further adjustment for cost of living increases. Thereafter, the net benefit calculated at age 65 will continue to be fully adjusted as described in Article 10.1.

ARTICLE 11 ALTERNATIVE FORMS OF PENSION

11.1 Optional Forms

Where a Member's Supplementary Pension payable under this Plan is in an optional form under paragraphs (a) or (b) of this Article 11.1 below, the optional form of pension will be Actuarially Equivalent in value to the normal form and must not contravene the Tax Rules.

The normal form of joint life Benefit payable to a Member with a Pension Partner may not be converted to a larger single life Benefit payable only to the Member.

(a) Member with Pension Partner

- (i) A Member with a Pension Partner who elects to receive his LAPP pension in the form of a Joint Life Reducing Pension will receive his FSPP pension in the normal form.
- (ii) A Member with a Pension Partner who elects to receive his LAPP pension in the form of a Joint Life Not Reducing Pension will receive his FSPP pension in the form of a Joint Life Not Reducing Pension.

(b) Member-Treated-as- Single

- (i) A Member-Treated-as-Single who retires prior to age 55 will receive his pension payable under this Plan in the normal form.
- (ii) A Member-Treated-as-Single who retires on or after age 55 will receive his pension payable under this Plan in a form identical to the form of pension payable under the LAPP, in respect of the Member.

11.2 Reduction at Age 65

All optional forms shall also be further adjusted, on an Actuarially Equivalent basis, to reflect the reduction in the normal form of pension when a Retired Member reaches age 65, as described in Article 9.4.

ARTICLE 12 DEATH BENEFITS BEFORE RETIREMENT

12.1 Member with Less Than 10 Years of Pensionable Service

In the event of the death of a Member prior to retirement who has completed less than 10 years of Pensionable Service:

- (a) if the member has a Pension Partner on the Member's date of death, the Member's Pension Partner shall be entitled to transfer the Commuted Value of the Member's Supplementary Pension accrued to the Member's date of death calculated as if the Member had terminated under Article 13 immediately prior to death (such Commuted Value to be treated as Locked-In in accordance with the Act); or
- (b) if the Member has no Pension Partner on the Member's date of death, the Commuted Value of the Member's Supplementary Pension accrued to the Member's date of death calculated as if the Member had terminated under Article 13 immediately prior to death, shall be paid by way of a lump sum payment to the designated Beneficiary, or, if there is no living Designated Beneficiary, to the personal representative of the Member's estate in his or her capacity as personal representative.

12.2 Member Without Pension Partner or Dependent Child

(The language of this Article is deleted effective September 1, 2014 pursuant to Amendment No. 6 without consequential renumbering.)

12.3 Member With Pension Partner

Subject to Article 12.4, in the event of the death of a Member who has completed 10 or more years of Pensionable Service and who has a Pension Partner, there shall be payable to his Pension Partner an annual pension Benefit, payable monthly to the Pension Partner, equal to 65% of the normal pension Benefit which would have been payable to the Member, if he had survived, upon his attainment of the age of 60 years (including service projected to age 60), calculated on the basis of his Highest Average Salary at his date of death;

- (a) If the deceased Member is survived by his Pension Partner and one or more Dependent Children there shall also be payable in respect of each Dependent Child, up to a maximum of 3 Dependent Children, an annual pension Benefit, payable monthly until such child attains the age of 18 years, equal to 10% of the normal Benefit which would have been payable to the Member, if he had survived, upon his attainment of the age of 60 years on the basis of his Highest Average Salary at his date of death, provided that;
- (b) If the Pension Partner of the Member does not survive the Member, the annual pension Benefit described in this Article 12.3 shall be payable, if allowed by the Tax Rules, to the Designated Beneficiary or to the estate of the deceased Member until the Dependent Children, to a maximum of four such Dependent Children, attain the age of 18 years, and shall be equal to 15% of the normal Benefit for each such child which would have been payable to the Member, if he had survived, upon his attainment of the age of 60 years on the basis of his Highest Average Salary at his date of death.

Where the Commuted Value of the total Benefit payable under Article 12.3 is less than the Commuted Value of the Member's Supplementary Pension accrued to the Member's date of death calculated as if the Member had terminated under Article 13 immediately prior to death, the total Benefit will be increased to be equal to such Commuted Value by increasing each Benefit otherwise payable in the same proportion.

12.4 Deceased Member who is Vested

In the event of the death of a Member prior to retirement, in lieu of any other Benefit payable under Article 12, there may be elected, as an option, the Commuted Value of the Member's Supplementary Pension accrued to the Member's date of death calculated as if the Member had terminated under Article 13 immediately prior to death.

Such election may be made by:

- (a) the deceased Member's Pension Partner; or
- (b) if there is no Pension Partner of the deceased Member, the Designated Beneficiary; or
- (c) the deceased Member's estate if:
 - (i) there is a Pension Partner but the waiver described in Article 12.5 has been filed with the Plan Administrator; and
 - (ii) there has not been a beneficiary designated by the deceased Member filed with the Plan Administrator pursuant to Section 71 of the *Wills and Succession Act*, respectively as is the case.

The amount paid under this Article 12.4 shall be transferred or refunded in accordance with the Act. Any payment of a Commuted Value under this Article 12.4 shall be Locked-In in accordance with the Act.

If the deceased Member's Pension Partner is eligible to receive a payment under Article 12.4, then in lieu of the payment, the Pension Partner may, as an option, elect to receive a pension, the Commuted Value of which shall be equal to the payment calculated in Article 12.4. Such pension shall commence on the same date as the pension payable from the LAPP to the deceased Member's Pension Partner.

12.5 Pension Partner Waiver of Pre-Retirement Death Benefits

The Pension Partner of a Member may waive his right to receive the pre-retirement death Benefits provided for in Article 12 by filing a written waiver with the Plan Administrator on a form and in the manner prescribed by the Act. If such waiver is filed with the Plan Administrator, then this Article 12 of the Plan shall be interpreted in accordance with such waiver and the Act and as if the Pension Partner has predeceased the Member.

ARTICLE 13 TERMINATION OF EMPLOYMENT

13.1 Refund of Contributions

(The language of this Article is deleted effective September 1, 2014 pursuant to Amendment No. 6 without consequential renumbering.)

13.2 Deferred Pension

A Member may elect to receive a normal Supplementary Pension calculated on the basis of his Highest Average Salary and Pensionable Service up to his date of termination, at any time after he attains the age of 50 years, calculated in accordance with Articles 7, 8 or 9 hereof, as applicable, except that the amount of such Supplementary Pension initially payable shall be increased by any cost-of-living increases made in accordance with Article 10, between the Member's date of termination of employment and his retirement date.

13.3 Alternate Election

A Member who is more than 10 years from Pensionable Age, on his date of termination of employment may elect, in lieu of the Supplementary Pension under Article 13.2, the lump sum Benefits under (a) and (b) below, provided he also elects to transfer his LAPP entitlements out of the LAPP:

- (a) To receive any contributions paid by the Member to establish prior Pensionable Service on an Actuarial Reserve basis, or to purchase leave of absence as Pensionable Service where the Member paid both the employee and the employer share of contributions plus Credited Interest; and

- (b) To transfer the Commuted Value of the pension otherwise payable to the Member who is Vested under Article 13.2 where such Supplementary Pension is determined excluding any Pensionable Service referred to under (a).

13.4 Locking In

Subject to the Tax Rules, any Commuted Value payment under Article 13.3 shall be Locked-In in accordance with the Act.

13.5 Post-Plan Termination Members

A Post-Plan Termination Member is not considered terminated under this Plan until he has terminated under LAPP. Benefits for Post-Plan Termination Members shall be determined in accordance with this section:

- (a) Highest Average Salary shall be determined on the Member's Post-Plan Termination Date.
- (b) For the purposes only of eligibility for early retirement under Article 5.2(a) and Article 5.2(b), Pensionable Service shall include service with LAPP as an employee of The City of Calgary after the Post-Plan Termination Date.
- (c) The cost of living adjustment referred to under Article 10.1 shall apply from the Member's Post-Plan Termination Date.

ARTICLE 14 DISABILITY

14.1 Total and Permanent Disability Pension

In the event that a Member who has completed 5 or more years of Pensionable Service becomes totally and permanently disabled and such total and permanent disability is certified to by a medical doctor appointed by the Board and who is licensed to practice under the laws of a province of Canada, then, subject to Article 14.3, the Member shall be entitled to an annual pension Benefit in the normal form, payable monthly, following his date of declared disability. For purposes of this section, total and permanent disability shall mean a physical or mental impairment that prevents the Member from engaging in any employment for which he is reasonably suited by virtue of his education, training or experience and that can reasonably be expected to last for his lifetime. The amount of the pension Benefit shall be calculated in accordance with Article 7 on the basis of the Member's Highest Average Salary at his date of declared disability and on the total number of years of Pensionable Service which would be credited to him at age 60.

This pension Benefit shall cease on the earliest of the following dates, namely:

- (a) the date of the Member's recovery from total and permanent disability should this occur before he reaches age 60; or

- (b) the date he commences receiving a 100% disability Workers' Compensation pension or a pension from a long term disability plan as described in Article 14.3; or
- (c) his date of death, when his Pension Partner will receive a pension equal to 65% of the normal pension Benefit he would have continued to receive, if living, subject to the 5 Year Guarantee.

14.2 Partial Disability Pension

In the event that a Member who has completed 5 or more years of Pensionable Service becomes disabled to the extent that he cannot perform his regular duties in the written opinion of a medical doctor appointed by the Board and who is licensed to practice under the laws of a province of Canada, then, subject to Article 14.3, the Member shall be entitled to an annual pension Benefit in the normal form, payable monthly, which is reduced to an amount that is the Actuarial Equivalent of the normal pension which the Member would have been entitled to at his normal retirement date, based on his Pensionable Service to his date of disability pension; provided however, that any such reduction in pension must not be less than the reduction provided for in paragraph 8503(3)(c) of the Tax Regulations.

14.3 Continued Service Credits

If, during a period of disability as described under either Article 14.1 or Article 14.2 and before he reaches age 60, a Member is in receipt of a 100% disability Workers' Compensation pension or a pension from a long term disability plan arising out of his employment by The City or a plan operated by The City, the Local, or jointly by them, then he shall not be entitled to a pension as described under Articles 14.1 or 14.2; instead, he shall accrue Current Service credits during such period of disability. For greater clarity, a Member will be entitled to the accrual of such service credits even if he has less than 5 years of Pensionable Service at the date of his disability. For Benefit purposes his Salary shall be deemed to continue at the rate in effect at his date of disability, indexed as provided under the LAPP and as permitted under the Tax Rules, but not greater than the Salary rate in effect from time to time for his position at the date of his disability.

In the event a Member who was receiving a disability pension under Article 14.1 recovers from his disability and his pension is stopped pursuant to Article 14.1(a), he shall then be retroactively credited with Current Service for the period while he was in receipt of such disability pension.

14.4 Cessation of Disability Service Credits

A Member who is eligible for service credits under Article 14.3 shall continue to receive such credits until the earlier of:

- (a) his recovery from such disability, before age 60. Should the Member return to active employment covered under the Plan, he shall continue as an active Member. If he does not return to active employment covered under the Plan, he shall be deemed to have terminated his employment as at the date of his recovery; or
- (b) his death before retirement, while in receipt of disability service credits, in which case death Benefits shall be paid to the Member's Pension Partner or Designated Beneficiary in accordance with Article 12. For this purpose if the Member does not have at least 10 years of Pensionable Service at his death but had at least 5 years of Pensionable Service prior to becoming disabled, then he shall be deemed to have 10 years of Pensionable Service and his death Benefit shall be calculated in accordance with Article 12.3 if he has a Pension Partner or Dependent Child; or
- (c) his age 60, at which time he will be obliged to retire on a normal retirement pension.

14.5 Contributions Required While Disabled

A Member and The City shall be required to make contributions to the Plan while the Member is receiving Current Service credits for a period of disability as described under Article 14.3.

14.6 Proof of Disability

Proof of disability may be required from time to time at the discretion of the Board.

ARTICLE 15 GENERAL PROVISIONS APPLICABLE TO BENEFITS

15.1 Maximum Pension

Notwithstanding anything in the Plan but without affecting any particular provision of the Plan further limiting Benefits, Benefits are limited to the benefits or the maximum benefits allowed by the Tax Rules.

15.2 Pension Funds Not Assignable

- (a) A person may not assign, charge, alienate, anticipate, give as security, or surrender his interest in a Benefit or any of his rights under the Plan.
- (b) For the purposes of Articles 15.2(a):
 - (i) an assignment does not include an assignment under matrimonial property order or matrimonial property agreement, and
 - (ii) surrender does not include a reduction in benefits to avoid the revocation of the Plan's registration.

15.3 Lump Sum Settlement Limitation

- (a) Subject to Article 15.3(b) below and notwithstanding anything in this Plan other than Article 15.3(b) below, where a Member, or his surviving Pension Partner, is entitled to a lifetime annuity under this Plan and does not receive a lifetime annuity from the LAPP, then such Member or surviving Pension Partner shall not be entitled to a Supplementary Pension under this Plan and shall receive instead a refund of the Member's contributions to this Plan with Credited Interest or a Commuted Value, as applicable, less any amounts already paid to the Member or his surviving Pension Partner from this Plan.
- (b) In the event a Vested Member, who is within 10 years of Pensionable Age, is entitled to a lifetime annuity under this Plan, the Member is not entitled to elect a transfer of his Commuted Value, regardless of his election under LAPP.

15.4 Transfer Options

- (a) Notwithstanding anything in this Plan, but subject to Article 15.5, where a Member or his surviving Pension Partner is entitled to receive payment of a Commuted Value from the Plan and that Commuted Value is Locked-In, then subject to the requirements of the Act, the Member, or his surviving Pension Partner as applicable, may transfer the Commuted Value to:
 - (i) Another registered pension plan, if and to the extent that such other registered pension plan permits a transfer; or
 - (ii) A locked-in retirement account (a "LIRA"); or
 - (iii) A life income fund (a "LIF").

(The terms "LIRA" and "LIF" referred to above are those terms as defined and used in the Act).
- (b) Notwithstanding anything in this Plan, where a Member, or his surviving Pension Partner, is entitled to receive a payment of Commuted Value or refund of contributions with Credited Interest that is not Locked-In, subject to the requirements of the Act, the Member, or his surviving Pension Partner as applicable, may elect:
 - (i) To receive the payment or refund in cash, subject to applicable withholding tax; or
 - (ii) To transfer the payment or refund directly to a registered retirement savings plan pursuant to the *Income Tax Act*.
- (c) Notwithstanding anything in this Plan, where a Designated Beneficiary is entitled to a lump sum Benefit under the Plan and that Designated Beneficiary is not the Member's surviving Pension Partner, the Designated Beneficiary shall be entitled to receive the lump sum payment in cash, subject to applicable withholding tax.

15.5 Un-Locking of Benefits

- (a) If, at the time that a Benefit entitlement is being transferred pursuant to Article 15.4 above, the Member, or his surviving Pension Partner (as applicable) entitled to such Benefit entitlement has been certified by Canada Revenue Agency as being a “Canadian Non-Resident” (as that term is presently used in the Tax Rules), then such Member, or the surviving Pension Partner of such a Member, may elect to receive the Commuted Value from the Plan as a lump sum payment or to have the Commuted Value transferred to a registered retirement savings plan of that Member or surviving Pension Partner, as the case may be.
- (b) If a Member, other than a Retired Member, who has a current entitlement to receive a Benefit under the plan, has an illness or a disability that is certified by a medical practitioner to be terminal or to likely shorten the Member’s life considerably, that Member may, subject to and in accordance with the Regulations to the Act,
 - (i) elect to convert all or part of the Benefit on the basis prescribed in the Regulations to the Act to a series of payments for a fixed term to that Member, or
 - (ii) elect to withdraw as a lump sum an amount equal to the Commuted Value of the Benefit or any lesser amount that the Member may select.
- (c) The Member described in Articles 15.5(a) and 15.5(b) above may have the Commuted Value paid to the Member, or transferred to the Member’s registered retirement savings plan, provided that the Member’s Pension Partner (if any) has first received independent advice regarding his rights in respect to such intended transfer, and such payment or transfer may only take place after the Member has filed with the Plan Administrator a written waiver, in the form and in the manner prescribed under the Act;

15.6 50% Unlocking

Where a Member, or his surviving Pension Partner, has elected to transfer the Commuted Value from the Plan to a LIF, and the Member has filed with the Plan Administrator a written waiver in the form and in the manner prescribed by the Act, then the Member, or Pension Partner (as applicable) may elect by filing with the Plan Administrator in the form and in the manner required by the Act, to receive in cash, or have transferred to a RRSP or to a RRIF (as the terms RRSP and RRIF are used and defined in the Act), an amount not exceeding 50% of the Commuted Value.

15.7 Requirement to Apply Under LAPP

Where a member, his surviving Pension Partner, Dependent Children, or other Designated Beneficiary is eligible to receive a benefit under LAPP, payment of Benefits under this Plan shall be conditional upon application for appropriate benefits being made under LAPP. Conversely,

where application for benefits is made under LAPP, application for the corresponding Benefits must also be made under this Plan.

Where the Member, his surviving Pension Partner, Dependent Children, or other Designated Beneficiary is eligible to receive a benefit under LAPP (whether in the form of a pension or lump sum refund or transfer) but does not make the necessary application under LAPP, Benefits under this Plan shall be determined assuming application for such benefits under LAPP has been made at the time of such eligibility. If the LAPP benefit is paid or payable in the form of a lump sum refund or transfer, for the purpose of calculating any pension payable under this Plan, the LAPP Offset shall be deemed based on what would have been payable had the LAPP benefit been paid in the form of a pension.

In addition, payment of benefit under this Plan shall be conditional upon the following:

- (a) Where a Member is more than 10 years from Pensionable Age at the time of termination of employment and the Member chooses an alternate election of the Commuted Value under LAPP, the Member is also required to choose the alternative election of the Commuted Value under Article 13.3.
- (b) Where a Member is more than 10 years from Pensionable Age at the time of termination of employment and the Member is eligible for a lifetime annuity and the Member chooses to receive a deferred or immediate lifetime annuity under LAPP, the Member no longer has the option of an alternate election under Article 13 but will be required to choose a corresponding election under Articles 7, 8, 9 and 11, as applicable. If the Member subsequently chooses to transfer out the Commuted Value of the LAPP Benefit, the Member shall continue to receive a pension from this Plan.
- (c) Where a Member is within 10 years of Pensionable Age at the time of termination of employment, the Member will receive a lifetime annuity under this Plan under Articles 7, 8, 9 and 11, as applicable, regardless of the election made under LAPP.

15.8 Monthly Payments

Subject to Articles 15.9 and 15.10, pensions under this Plan shall be paid monthly and in arrears, each monthly payment being 1/12th of the annual amount.

15.9 Commutation of Fixed Term Pensions

Where a pension payable for a fixed term is payable to a person's estate, or to a person who is not the Member's Pension Partner or Dependent Child, then such fixed term pension shall be commuted into a lump sum payment.

15.10 Commutation of Small Annuities

Where the Commuted Value of the Supplementary Pension together with the LAPP pension are less than 20% of that year's YMPE, then the Member (or Member's Pension Partner, as applicable) may elect to receive the payment from the Plan as a non-locked-in transfer to a registered retirement savings plan (as that term is defined under the Tax Rules) or elect to receive a cash refund, subject to the Tax Rules. For the sole purpose of calculating the commutation of small annuities under Article 15.10, the following shall apply:

- (a) the Member (or the Member's Pension Partner, as applicable) may request a payment under Article 15.10 on the earliest of pension commencement, death or becoming entitled to a Benefit under Article 13.3, and the YMPE shall be the YMPE in the calendar year of such request; and
- (b) where pension commencement is deferred, the Member (or the Member's Pension Partner, as applicable) may request a payment under Article 15.10 at any time before pension commencement, and the YMPE shall be the YMPE in the calendar year of such request.

15.11 Member with Pension Partner

A Member who has a Pension Partner on his retirement date must select his FSPP pension Benefit in a form that provides for a joint pension to his Pension Partner that does not decrease by more than 40% from what the Member was receiving.

15.12 Payment of Benefits

Members' Benefits will be paid out within 60 days after the Board receives all documents necessary to make the payment.

15.13 Excess Member Contributions

In addition to the pension or Commuted Value payable pursuant to the terms of the Plan, a Member who is Vested (or the Member's Pension Partner or Designated Beneficiary as applicable) shall be entitled to receive any Excess Member Contributions.

ARTICLE 16 THE LOCAL AUTHORITIES PENSION PLAN

16.1 Incorporation of LAPP Benefits

Where any provision of the LAPP is not covered by a corresponding provision in this Plan, or where any Benefit accruing to a Member under this Plan is exceeded by any corresponding benefit under the LAPP, or where any changes to the governing Tax Rules make it necessary or advantageous, in the view of the Trustees, to amend the FSPP Plan Text, then the Board of Trustees shall recommend amendments to the FSPP Plan Text clarifying how such change is to be incorporated into the FSPP. Where the Local or The City disagrees with an amendment put forward by the Board of Trustees, then the process detailed in Article 19.6 will be followed.

16.2 Benefits Under the Plan Reduced by LAPP Benefits

Pension Benefits payable under this Plan shall be reduced by the LAPP Offset payable with respect to the Member under the LAPP provisions on the date the intended recipient qualifies for benefits under the provisions of the LAPP.

ARTICLE 17 APPLICATION OF AGREEMENT

17.1 Before Effective Change Date

Where a Member's retirement date, date of death, disability or termination of employment occurred before the Effective Change Date, then such Member, his surviving Pension Partner, Dependent Children or Designated Beneficiary shall not be entitled to Benefits herein but shall be entitled to receive Benefits under the Former Agreement as if it had continued in force.

17.2 On or After Effective Change Date

Where a Member's retirement date, date of death, disability or termination of employment occurred on or after the Effective Change Date, then such Member, his surviving Pension Partner, Dependent Children, or Designated Beneficiary shall not be entitled to benefits under the Former Agreement and shall be entitled only to Benefits as are provided herein.

17.3 Indemnity

The Pension Fund will indemnify the Local, its executive, negotiating committee members and agents, The City, its officers, agents and employees, and the Plan Trustees from any claim brought against them by any Member, Pension Partner or Designated Beneficiary pertaining to the memorandum of settlement dated March 8, 1995 between The City and the Local.

ARTICLE 18 REGISTRATION

18.1 Registration and Amendment of the Plan under Federal or Provincial Laws

The continuation of this Plan is subject to obtaining and retaining such registration as may be necessary under any Federal or Provincial laws and regulations now or hereafter in effect. Notwithstanding any other provision of the Plan or Trustee Agreement, where the Plan is required to be amended to comply with such laws and/or regulations, the provisions of this Article 18 shall apply.

Where Federal or Provincial laws and/or regulations require an amendment to the Plan, the Board shall forthwith provide written notice to the parties identifying the sections of the Plan requiring amendment and whether the required amendment will affect Plan Benefits and/or Plan costs.

Until the Plan is formally amended by the parties in accordance with the process set out under Article 18.2 below, the Board shall:

- (a) pass a resolution of the Board setting out a proposed amendment to the Plan which, in the Board's sole authority to determine, shall ensure the Plan retains such registration as may be necessary under any Federal or Provincial laws and/or regulations;
- (b) provide written notice and a copy of that resolution to the parties;
- (c) administer the Plan in accordance with that resolution; and
- (d) file a copy of the resolution with the Provincial regulatory authority.

18.2 Required Legislative and/or Regulatory Amendments

If, within 90 days of the Board's written notice to the parties pursuant to Article 18.1 both parties approve and provide the Board with the amendment proposed by the Board, or provide the Board with an alternative amendment that the Board agrees complies with the Federal or Provincial laws and/or regulations, the Board shall file the amendment with the respective regulatory authorities and administer the Plan as so amended.

If within 90 days of the Board's written notice to the parties pursuant to Article 18.1, one or both parties do not approve/provide the amendment proposed by the Board, and the parties do not provide the Board with an alternative amendment that the Board agrees complies with the Federal or Provincial laws and/or regulations, the required amendment shall be resolved by binding arbitration as follows:

- (a) Each party shall name its nominee to the arbitration board within 35 calendar days of the earlier of the first date a party advised the Board that it did not agree to the amendment proposed by the Board or the end of the 90-day period referred to in this Article 18.2.

- (b) The arbitration board shall be composed of one (1) appointee appointed by the City and one (1) appointee appointed by the Local and a Chairperson mutually agreed upon by such appointees.
- (c) Any issue that arises over the constitution of the arbitration board, including the appointment of a Chairperson or appointees, shall be dealt with in the same manner as if the issue had arisen in respect to an arbitration board constituted under the parties' collective agreement under the *Labour Relations Code*.
- (d) The arbitration board shall within 90 days determine the extent of and the wording of the amendment required to comply with the Federal or Provincial laws and/or regulations based on the amendment proposed by the Board and the positions provided by the parties.
- (e) The parties will provide the Board with a copy of the amendment and the Board shall file the amendment with the respective regulatory authorities. The Board shall administer the Plan as so amended unless the regulatory authorities advise that changes are required to the amendment to comply with Federal or Provincial laws/or regulations.

ARTICLE 19

ADMINISTRATION OF THE PLAN

19.1 General Responsibility of the Board of Trustees

The Board shall be responsible for the administration of this Plan in accordance with the terms of the Trustee Agreement.

19.2 Powers of the Board of Trustees

The Board among other things:

- (a) may obtain such services as are needed from time to time including actuarial, auditing, legal and administrative services;
- (b) may appoint an administrator to the Plan;
- (c) may appoint a corporate trustee and/or insurance company and/or investment manager to provide custodial and/or management or other services to the Pension Fund;
- (d) shall provide for the payment from the Fund of all administrative, investment, Board and other Plan costs agreed to by the Trustees;
- (e) shall be entitled to borrow in accordance with the Act;
- (f) shall ensure that the assets of the Plan are invested and the investments made in accordance with the Act.

19.3 Establishment of Rules by the Board of Trustees

The Trustees shall establish such rules and requirements as they consider necessary and appropriate to the successful administration of the Plan. In the case of any error, mis-statement or incorrect information, the Trustees shall in their own discretion determine what action is to be taken, including any adjustments in the amount of pension or other Benefits paid or payable.

19.4 Adoption of Tables by the Board of Trustees

The Trustees shall adopt tables, in consultation with the Actuary, for the purpose of determining the amounts of optional pension settlements, installment death Benefits, commuted values of guaranteed pension installments and other matters pertaining to the Plan. Such tables shall comply with the Tax Rules.

19.5 Additional Responsibilities of the Board of Trustees

It shall be a responsibility of the Trustees to act in a consistent and impartial manner. The Trustees shall not be liable for any action taken by them in good faith. They shall be entitled to rely upon all tables, valuation certificates and reports furnished by the Actuary or the corporate trustee and upon all opinions given by any other professional advisers to the Plan and shall not be liable for any action taken by them in reliance upon such advisers. Subject to Article 19.6, the actions so taken shall be binding upon Members, Former Members, Retired Members, Pension Partners and beneficiaries.

19.6 Arbitration

- (a) Where the Local or The City disagrees with a decision or interpretation of the Plan rendered by the Board of Trustees, then either party may give written notice to the other party of the difference, and the parties shall meet in an effort to resolve the difference. Should the parties reach an agreement, they shall amend the Plan accordingly. If the parties fail to reach an agreement within the 30 calendar days of the date of the above notice, then the outstanding difference may be submitted to binding arbitration.
- (b) Each party shall name its nominee to the arbitration board within 35 calendar days of the date of the above notice.
- (c) The arbitration board shall be composed of one (1) appointee appointed by The City and one (1) appointee appointed by the Local and a Chairperson mutually agreed upon by such appointees.
- (d) Any issue that arises over the constitution of the arbitration board, including the appointment of a Chairperson or appointees shall be dealt with in the same manner as if the issue had arisen in respect to an arbitration board constituted under the parties' collective agreement under the *Labour Relations Code*.
- (e) The Trustees shall administer the Plan in accordance with the decision of an arbitration board rendered under this provision.

- (f) The arbitration board may alter, amend or change the terms of the Plan to the extent necessary to give effect to its decision.

In any matter submitted to arbitration under this Article, including matters arising under Article 16.1, until such time as the difference has been resolved, the Board of Trustees may continue to act in accordance with their interpretation of the Plan text and the applicable law.

Nothing in this Article 19.6 affects the ability of the Trustees to seek advice and directions from the Courts.

19.7 Compliance with the Tax Rules

The Trustees shall comply with the Tax Rules. If in any respect the Plan does not comply with the Tax Rules, the Trustees shall administer the Plan so as to comply.

19.8 Provision to the Parties of Documentation

The Board shall provide to the parties copies of all relevant documentation with respect to the administration of the Plan, including:

- (a) within 30 days of filing with the Superintendent of Pensions, certified actuarial valuation reports;
- (b) within 30 days, properly executed minutes of board meetings.

ARTICLE 20 TERM AND MODIFICATION OF THE PLAN

20.1 Plan Negotiable, Subject to 5 Year Term

The City and the Local agree that all provisions of the Plan (except the unconditional payments required pursuant to Article 3.2), including the contribution rates, are negotiable as part of collective bargaining between The City and the Local. Notwithstanding the term of any collective agreement between the parties, the term of the Plan is 5 years from April 3, 1995 to April 2, 2000, and the Plan will remain in full force and effect from year to year thereafter until a new plan has been signed.

20.2 Arbitration

In the event of:

- (a) Significant legislative or regulatory changes that render provisions of the FSPP inappropriate or unworkable or that to a significant degree adversely affect the unfunded liabilities of the FSPP; or
- (b) Significant changes must be made to the FSPP as a result of the legislation under which it is registered, including demands for change by the Superintendent of Pensions or other regulatory body, the effect of which might put the Plan's registration in jeopardy; and
- (c) Despite meeting and attempting to negotiate an agreed upon solution, The City and the Local cannot agree upon changes;

then either party may give written notice to the other party of the need to change the Plan text, and the parties shall meet again in an effort to resolve the matter. The party giving written notice will also provide a copy of the notice to the Board of Trustees. Should the parties reach an agreement, they shall amend the Plan text accordingly, and advise the Board of Trustees of such amendment. If the parties fail to reach an agreement within 30 calendar days of the date of the above notice, or if any such amendment fails to receive regulatory approval, then any outstanding difference shall be resolved by binding arbitration, as follows:

- (d) Each party shall name its nominee to the arbitration board within 35 calendar days of the date of the above notice.
- (e) The arbitration board shall be composed of one (1) appointee by The City and one (1) appointee by the Local and a Chairperson mutually agreed upon by such appointees.
- (f) Any issues that arise over the constitution of the arbitration board, including the appointment of a Chairperson or appointees, the matter shall be dealt with in the same manner as if the issue had arisen in respect to an arbitration board constituted under the parties' collective agreement under the *Labour Relations Code*.
- (g) The arbitration board, may, where it finds it appropriate to do so, direct what ought to be done to amend the provision of the FSPP.

Subject to the following parameters, the arbitration board may:

- (h) Find that no changes are in fact necessary;
- (i) Direct such changes to the Plan text, as far as possible in the circumstances, to provide for a continuing Plan serving the same supplemental purpose as the existing Plan, but adapted to fit any changes to the statutory or regulatory environment or to fit any revision to or successor to the LAPP plan to which this Plan is supplementary;
- (j) Direct such changes as are necessary to ensure the Plan, as amended, receives regulatory approval and remains actuarially neutral, neither increasing nor decreasing the Plan's solvency to any significant degree;

- (k) Where it finds that changes to the FSPP are not, in the existing circumstances, feasible within the parameters set out above, direct changes to the FSPP to terminate or suspend the FSPP, providing, in an appropriate way, for obtaining any necessary regulatory approval for the FSPP's termination or winding-up.

20.3 Limitation on Amendment

The City and the Local, by mutual agreement, or as a result of collective bargaining, may alter, amend or terminate the Plan or any part thereof in such manner as they may determine provided that no alteration, amendment or termination of the Plan or any part thereof shall permit any part of the assets being held with respect to this Plan to revert to or to be recoverable by The City or to be used or diverted to purposes other than the exclusive benefit of Members, Former Members, Retired Members, their Pension Partners, Dependent Children or other Designated Beneficiaries under the Plan, except such funds, if any, as may remain at termination of the Plan after satisfaction of all liabilities with respect to Members, Former Members, Retired Members, their Pension Partners, Dependent Children or other Designated Beneficiaries under the Plan, and provided further that no amendment shall retroactively reduce the Benefits accrued to any Member up to the date of such amendment.

20.4 Administrative Practices

Any and all matters dealing with alterations to administrative practices or housekeeping matters will be presented as an agenda item at a meeting of the Trustees.

20.5 Termination of the Plan

If The City and the Local, by mutual agreement, or as a result of collective bargaining, or as a result of arbitration as set out in Article 20.2 of the Plan, decide to terminate the Plan, then and in such event it shall also be determined by mutual agreement, by collective bargaining, or by the arbitration board, within 30 calendar days of such agreement or determination that the Plan shall terminate, the conditions of that termination, in accordance with the discretion given to an arbitration board in Article 20.2, including whether the winding-up of the Plan will be immediate or suspended.

ARTICLE 21 TERMINATION OF THE PLAN

21.1 The Parties Do Not Intend to Terminate the Plan

It is not the intention of The City, the Local or the Members to terminate the Plan. All parties hereto recognize it is in their collective interest to have a fully and properly funded Plan on an ongoing basis.

21.2 Allocation Priorities

- (a) In the event of the termination of the Plan the assets of the Pension Fund, including any payments required to be made by The City under Article 3.2(b), shall be allocated as provided for in the Regulations to the Act.

21.3 Payments of Refund Not Elected

(The language of this Article is deleted effective September 1, 2014 pursuant to Amendment No. 6 without consequential renumbering.)

21.4 Distribution of Assets

- (a) The application of such funds under each of the forgoing classifications shall be in accordance with a non-discriminatory formula agreed to by The City and the Local, on the basis of Benefits accrued to the date of termination under the provisions of the Plan. When the application of such funds has been calculated on the forgoing basis, the Plan shall be terminated and the respective interests distributed, such distribution to be in the form of cash, annuity contracts or personal retirement plans as agreed to by The City and the Local and as permitted by any legislation to which the Plan is subject.
- (b) Notwithstanding (a) above, while LAPP is continuing as a going concern plan, the Member's Benefits accrued under this Plan will be determined in accordance with Article 13.5 and, at the time of Plan termination, the accrual of all Benefits shall cease and the Plan termination will be in accordance with the decisions reached in accordance with any decision made under Article 20.5 or the arbitration board decision provided for in Article 20.2 which may include provisions that:
 - (i) The deficit will be paid-up and the Plan will be wound up immediately (i.e. all assets will be disbursed); or
 - (ii) The Fund continues with termination and retirement Benefits paid as they come due, and the requirement to fund solvency deficiencies that will now apply (i.e. any solvency deficiencies that exist or arise in the future must be funded in five years); or

- (iii) Such other provisions that are ordered or agreed upon subject to the requirement that such provisions comply with the *Employment Pension Plans Act* or such other legislation as may be in place at the time and subject to any requisite approval from the Superintendent of Pensions.

21.5 Maximum Entitlement

Notwithstanding any implication that may be contained in the above or any other provision of the Plan, the amount of payment or Benefit payable in respect of any Member or Former Member shall not exceed the entitlement accrued by him as at the date of termination.

21.6 Surplus Entitlement

Subject to Article 21.2, all Benefits will be provided for in the event that the Plan is terminated. Any surplus in the Plan after all expenses related to termination are paid will be subject to negotiations by the parties hereto as to allocation. If no agreement is reached within a reasonable time, then such surplus will be divided between the parties on the same basis as the current service cost split existing at the time.

ARTICLE 22 MISCELLANEOUS

22.1 Summary of Plan

Each Member shall be given a summary of the Plan provisions and Benefits available to him under the terms of the Plan. A copy of the Plan text, or further information regarding his status, may be obtained, on written request, from the Board.

22.2 No Rights

No person shall have any rights to the assets of the Pension Fund or any part thereof, or under the Plan, except to the extent provided for in the Plan.

22.3 No Right on Dismissal

Neither the establishment of this Plan, the granting of a Benefit hereunder, nor any action of The City or the Local shall be held or construed to confer upon any person any right to be continued as a member of the Calgary Fire Department nor, upon dismissal, to any right or interest in the assets of the Pension Fund other than as herein provided.

22.4 Forms

Each Member shall be required to furnish the Board, on forms prescribed by it, such information as it may reasonably require for proper administration of the Plan.

22.5 Use of the Masculine Gender

The masculine gender shall include the feminine gender and the singular shall include the plural, and vice versa, unless the context indicates otherwise.

22.6 Headings

The headings and table of contents of the Plan are inserted for convenience only and shall not be used in interpreting the provisions of the Plan.

22.7 Unenforceable Provisions

If any provision of the Plan is held to be invalid or unenforceable by a court of competent jurisdiction, its invalidity or unenforceability shall not affect any other provision of the Plan.

22.8 Governing Law

The Plan shall be governed and construed in accordance with the provincial laws of Alberta and the applicable federal laws.

ARTICLE 23 DIVISION AND DISTRIBUTION OF PENSION BENEFITS ON SPOUSAL RELATIONSHIP BREAKDOWN

23.1 Administrative Fees

Where a Member's pension is divided pursuant to a Matrimonial Property Order or Matrimonial Property Agreement in accordance with the Act, the Member and/or the non-member Pension Partner or spouse shall pay to the Trustees a fee to offset the administrative cost of such division. The fee shall be as set by the Trustees from time to time but shall not exceed the maximum fee provided for in the Regulations to the Act.

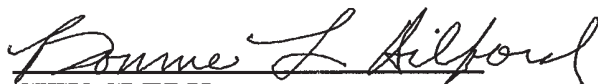
Executed and delivered.

SIGNED this 11 day of October 2015 in The City of Calgary

**SIGNED ON BEHALF OF THE
CORPORATION OF THE CITY
OF CALGARY**


CITY MANAGER

**SIGNED ON BEHALF OF THE
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 255**


PRESIDENT
CITY CLERK
Bonnie L. Hilford
Acting City Clerk
VICE PRESIDENT

OCT 21 2016

APPROVED	
As to Content	DMR
Human Resources	JCS
	KE
As To Form Solicitors	RM