

Amendment 2017-01
to the
Halifax Regional Municipality
Pension Plan

WHEREAS the Halifax Regional Municipality Pension Committee (“Committee”) administers the Halifax Regional Municipality Pension Plan (“Plan”); and

WHEREAS the Committee has reserved the right to amend the Plan and now wishes to do so to reflect the changes to the Nova Scotia Pension Benefits Act;

NOW THEREFORE IT IS HEREBY RESOLVED that, effective June 1, 2015, the Plan is amended as set out below:

1. The phrase “Spouse or Common Law Partner” and the phrase “Spouse/Common Law Partner” are replaced with the word “Spouse” throughout the plan text.
2. Section 2, Definitions, is amended by deleting Section 2.06A.
3. Section 2, Definitions, is amended by deleting subsection 2.08(2) and replacing it with the following:

“(2) interest on lump sum payments out of the Pension Fund, other than the Commuted Value of a former Member’s deferred pension, compounded annually and calculated from the date at which determination is required to the beginning of the calendar month of payment at the rate that is being credited to Member Required Contributions under (1) above;”
4. Section 2, Definitions, is amended by adding the following to the end of Section 2.08:

“(3) interest on the payment of the Commuted Value of a former Member’s deferred pension, compounded annually and calculated from the date at which determination is required to the beginning of the calendar month of payment at the rate that was used to calculate the Commuted Value.”

5. Section 2, Definitions, is amended by deleting Section 2.28 and replacing it with the following:

“2.28 **Spouse** means either of two persons who:

- (1) are married to each other,
- (2) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity,
- (3) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, where they have ceased to cohabit, have cohabited within the twelve-month period immediately preceding the date of entitlement,
- (4) are domestic partners within the meaning of Section 52 of the Vital Statistics Act, or
- (5) not being married to each other, are cohabiting in a conjugal relationship with each other, and have done so continuously for at least
 - (a) three years, if either of them is married, or
 - (b) one year, if neither of them is married.

Notwithstanding this definition, for all applications of the Income Tax Act, the relevant definition(s) therein shall apply. Any right, privilege or benefit available to a Spouse under or incidental to this Plan is subject to the limits of applicable legislation in force at the relevant time.”

6. Section 10, General Provisions, is amended by deleting subsection 10.03(1) and replacing it with the following:

“(1) if the annual lifetime pension payable at the Member’s Normal Retirement Date is not more than 4% of the YMPE in the year of the Member’s termination of Continuous Service, or if the Commuted Value of the Member’s pension is less than 20% of the YMPE in the year of the Member’s termination of Continuous Service, or such greater amount as may be permitted under the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his entitlement will be paid as a pension, the payment frequency of which is at the discretion of the Committee, but which shall be paid not less frequently than annually, or”

7. Section A3, Appendix A Retirement Benefits, is amended by deleting Section A3.06 and replacing it with the following:

“A3.06 Small Benefit Commutation

If the annual lifetime pension payable at the Member’s Normal Retirement Date is not more than 4% of the YMPE in the year of the Member’s termination of Continuous Service, or if the Commuted Value of the Member’s pension is less than 20% of the YMPE in the year of the Member’s termination of Continuous Service, or such greater amount as may be permitted under the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his entitlement will be paid as a pension, the payment frequency of which is at the discretion of the Committee, but which shall be paid not less frequently than annually.”

8. Section A4, Appendix A Form of Pension Benefits, is amended by deleting subsection A4.02(c).

9. Section A4, Appendix A Form of Pension Benefits, is amended by deleting Section A4.03 and replacing it with the following:

“A4.03 Waiver of Automatic Form of Pension for Members with a Spouse

A Member who has a Spouse may elect the form of pension specified in Sections A4.02(b) or Section A4.05 if:

- (i) the Member delivers to the Committee, within the 12-month period immediately preceding the date upon which payment of the pension is to commence, the written waiver of the Member and the Member’s Spouse in the form prescribed under the Pension Benefits Act; and
- (ii) this waiver is not revoked by the Member and the Member’s Spouse prior to the commencement of the pension.”

10. Section A5, Appendix A Termination Benefits, is amended by deleting Section A5.01 and replacing it with the following:

"A5.01 Termination Benefits

A Member whose Continuous Service terminates for any reason other than death or retirement is not permitted to withdraw any of his Required Contributions, and in lieu thereof, is entitled to receive the deferred unreduced pension accrued to the member under Section A3.01 based on his Credited Service to his termination date, commencing to be paid as follows:

- (a) if the Member's termination date is on or after December 31, 2010, the Member's Normal Retirement Date pursuant to Section A2.01;
- or
- (b) if the Member's termination date is before December 31, 2010, the Member's Optional Retirement Date pursuant to Section A2.03(2).

A Member whose Continuous Service terminates for any reason other than death or retirement is also entitled to receive an immediate pension, purchased with the value of the Member's Account on his pension commencement date."

11. Section A5, Appendix A Termination Benefits, is amended by deleting Section A5.02 and replacing it with the following:

"A5.02 Refund of Excess Required Contributions

Upon termination of Continuous Service, for any reason other than death or retirement, a Member is entitled to receive, if the Member is entitled to receive a deferred pension under Section A5.01, a refund of any excess contributions determined in accordance with Section A3.04."

12. Section A5, Appendix A Termination Benefits, is amended by deleting Section A5.03 and replacing it with the following:

"A5.03 Early Commencement of Deferred Pension

A Member whose Continuous Service terminates before he is eligible to retire pursuant to Section A2.02 and who is entitled to receive a deferred pension under Section A5.01 may elect to commence receiving this pension on the first day of any calendar month coincident with or following his attainment of age 55

(age 50 for a Member who has accumulated any part of his Credited Service while in a Public Safety Occupation) if he is not otherwise entitled to commence to receive his pension at an earlier date pursuant to Section A5.01, and prior to his Normal Retirement Date. The amount of his pension will be reduced by ½ of 1% for each month by which the pension commencement date precedes the date on which the deferred pension would have commenced pursuant to Section A5.01 as applicable, provided the resulting pension is at least the Actuarial Equivalent of the pension payable at the date on which the deferred pension would have commenced pursuant to Section A5.01.

Notwithstanding the above, the amount by which the pension is reduced under this section shall be at least equal to the applicable Prescribed Reduction.”

13. Section A5, Appendix A Termination Benefits, is amended by deleting Section A5.05 and replacing it with the following:

“A5.05 **Transfer of Refund to RRSP**

A Member who is entitled to a refund of contributions under A5.02 may elect to have that amount transferred directly on his behalf to a registered retirement savings plan, subject to the application of the maximum prescribed for this purpose by the Income Tax Act.”

14. Section A5, Appendix A Termination Benefits, is amended by deleting Section A5.06 and replacing it with the following:

“A5.06 **Small Benefit Commutation**

If the annual lifetime pension payable at the Member’s Normal Retirement Date is not more than 4% of the YMPE in the year of the Member’s termination of Continuous Service, or if the Commuted Value of the Member’s pension is less than 20% of the YMPE in the year of the Member’s termination of Continuous Service, or such greater amount as may be permitted under the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his entitlement will be paid as a pension, the payment frequency of which is at the discretion of the Committee, but which shall be paid not less frequently than annually.”

15. Section A7, Appendix A Death Benefits, is amended by adding the following as subsection A7.01(3):

“(3) Notwithstanding the above, a Spouse who is eligible to receive a death benefit under Section A7.01(1) or A7.01(2) may elect to receive the Commuted Value of any immediate spousal pension payable in a lump sum or convert any lump sum payable to the actuarial equivalent immediate or deferred pension, subject to any limitations required under the Income Tax Act.”

16. Section A7, Appendix A Death Benefits, is amended by adding the following as Section A7.06:

“A7.06 **Waiver of Pre-Retirement Death Benefits**

A Spouse may waive her entitlement to any pre-retirement death benefit payable under Section A7 by giving consent in the manner prescribed by the Pension Benefits Act.”

17. Section B2, Appendix B Retirement Dates, is amended by deleting Section B2.03 and replacing it with the following:

“B2.03 **Early Retirement Date**

If the Continuous Service of a Member terminates within the ten-year period prior to the Member’s Normal Retirement Date,

- (a) the Member shall be considered to have retired early for the purposes of the Plan on the Member’s early retirement date which is the first day of the month coincident with or next following the date on which the Member’s Continuous Service terminates; and
- (b) the Member shall be entitled to receive an early retirement pension.”

18. Section B3, Appendix B Retirement Benefits, is amended by deleting Section B3.07 and replacing it with the following:

“B3.07 **Small Benefit Commutation**

If the annual lifetime pension payable at the Member’s Normal Retirement Date is not more than 4% of the YMPE in the year of the Member’s termination of Continuous Service, or if the Commuted Value of the Member’s pension is less than 20% of the YMPE in the year of the Member’s termination of Continuous

Service, or such greater amount as may be permitted under the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his entitlement will be paid as a pension, the payment frequency of which is at the discretion of the Committee, but which shall be paid not less frequently than annually.”

19. Section B4, Appendix B Form of Pension Benefits, is amended by deleting subsection B4.02(c).

20. Section B4, Appendix B Form of Pension Benefits, is amended by deleting Section B4.03 and replacing it with the following:

“B4.03 **Waiver of Normal Form of Pension**

A Member who has a Spouse may elect the form of pension specified in Section B4.02(b) if:

- (i) the Member delivers to the Committee, within the 12-month period immediately preceding the date upon which payment of the pension is to commence, the written waiver of the Member and the Member’s Spouse in the form prescribed under the Pension Benefits Act; and
- (ii) this waiver is not revoked by the Member and the Member’s Spouse prior to the commencement of the pension.”

21. Section B5, Appendix B Termination Benefits, is amended by deleting Section B5.01 and replacing it with the following:

“B5.01 **Termination Benefits**

A Member who terminates Continuous Service, for any reason other than death or retirement, is not permitted to withdraw any of the Member’s required contributions made under the Plan and, in lieu thereof, is entitled to receive a deferred pension, commencing at the Member’s Normal or Optional Retirement Date, in the amount accrued or granted to the Member under Section B3.01.”

22. Section B5, Appendix B Termination Benefits, is amended by deleting Section B5.02.

23. Section B5, Appendix B Termination Benefits, is amended by deleting Section B5.03 and replacing it with the following:

“B5.03 Refund of Excess Required Contributions

Upon termination of Continuous Service, for any reason other than death or retirement, a Member will receive, if the Member is entitled to receive a deferred pension under Section B5.01, a refund of any excess contributions made under the Plan determined in accordance with Section B3.04(b).”

24. Section B5, Appendix B Termination Benefits, is amended by deleting Section B5.04 and replacing it with the following:

“B5.04 Early Commencement of Deferred Pension

A Member who terminates employment with the Municipality/Participating Employer before attaining age 50 and who is entitled to receive a deferred pension under Section B5.01 may elect to commence receiving this pension on the first day of any month coincident with or following the attainment of age 50 and prior to the Member’s Normal Retirement Date. The amount of this pension shall be the Actuarial Equivalent of the deferred pension otherwise commencing on the Member’s Normal Retirement Date.

The applicable reduction shall be at least equal to the reduction required under Regulation 8503(3)(c) of the Income Tax Act.”

25. Section B5, Appendix B Termination Benefits, is amended by deleting Section B5.06 and replacing it with the following:

“B5.06 Small Benefit Commutation

If the annual lifetime pension payable at the Member’s Normal Retirement Date is not more than 4% of the YMPE in the year of the Member’s termination of Continuous Service, or if the Commuted Value of the Member’s pension is less than 20% of the YMPE in the year of the Member’s termination of Continuous Service, or such greater amount as may be permitted under the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his

entitlement will be paid as a pension, the payment frequency of which is at the discretion of the Committee, but which shall be paid not less frequently than annually.”

26. Section B6, Appendix B Death Benefits, is amended by deleting Section B6.01 and replacing it with the following:

“B6.01 **Death Benefit Before Commencement of Pension**

(a) **Member Without a Spouse**

If a Member’s Continuous Service terminates due to the Member’s death, and the Member has no Spouse, a death benefit is payable to the Member’s Beneficiary which is a lump sum payment equal to:

- (i) the Member’s required contributions made to the Plan prior to January 1, 1988 with Credited Interest to the date of determination, plus
- (ii) 100% of the Commuted Value of the pension accrued or granted to the Member under Section B3.01 for Credited Service on and after January 1, 1988, together with any other benefits accrued or granted to the Member on and after January 1, 1988.

(b) **Member With a Spouse**

Upon the death of a Member with a Spouse before pension commencement, where a group life insurance benefit of not less than 10% of the Commuted Value of the Member’s deferred pension is payable to the Member’s Spouse, the Member’s Spouse to receive a pension equal to 50% of the pension accrued by the Member up to the Member’s date of death in accordance with Section B3.01.

If the group life insurance benefit payable to the Spouse is less than 10% of the Commuted Value of the Member’s deferred pension, the Member’s Spouse is entitled to receive a pension equal to 60% of the pension accrued by the Member up to the Member’s date of death in accordance with Section B3.01.

The Spouse's pension is paid in equal monthly instalments commencing on the first day of the month following the Member's death, with the last payment due on the first day of the month in which the Spouse dies.

For greater certainty, in no event shall the Commuted Value of the Spouse's pension be less than:

- (i) 60% of the Commuted Value of the Member's benefit accrued or granted under Section B3.01 for Credited Service prior to January 1, 1988 together with any other benefits accrued or granted to the Member prior to January 1, 1988 plus
- (ii) 100% of the Commuted Value of the pension accrued or granted to the Member under Section B3.01 for Credited Service on and after January 1, 1988, together with any other benefits accrued or granted to the Member on and after January 1, 1988.

Notwithstanding the above, in lieu of a spousal pension, a Spouse may elect to receive the Commuted Value of any immediate spousal pension payable in a lump sum.

(c) Refund of Excess Contributions

In addition to any other death benefit payable under Section B6, the Member's Spouse, or if there is no Spouse, the beneficiary or estate, is entitled to receive a refund of excess contributions made under the Plan as determined under Section B3.04(b)."

27. Section B6, Appendix B Death Benefits, is amended by adding the following as Section B6.05:

"B6.05 Waiver of Pre-Retirement Death Benefits

A Spouse may waive her entitlement to any pre-retirement death benefit payable under Section B6 by giving consent in the manner prescribed by the Pension Benefits Act."

28. Section C3, Appendix C Retirement Benefits, is amended by deleting Section C3.06 and replacing it with the following:

C3.06 Small Benefit Commutation

If the annual lifetime pension payable at the Member's Normal Retirement Date is not more than 4% of the YMPE in the year of the Member's termination of Continuous Service, or if the Commuted Value of the Member's pension is less than 20% of the YMPE in the year of the Member's termination of Continuous Service, or such greater amount as may be permitted under the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his entitlement will be paid as a pension, the payment frequency of which is at the discretion of the Committee, but which shall be paid not less frequently than annually."

29. Section C4, Appendix C Form of Pension Benefits, is amended by deleting subsection C4.01(3).

30. Section C4, Appendix C Form of Pension Benefits, is amended by deleting Section C4.02 and replacing it with the following:

C4.02 Waiver of Spousal Benefit

Notwithstanding Section C4.01(1), a Member who has a Spouse may elect the form of pension under C4.01(2) which provides no benefit to the Spouse if:

- (a) the Member delivers to the Committee, within the 12-month period immediately preceding the date upon which payment of the pension is to commence, the written waiver of the Member and the Member's Spouse in the form prescribed under the Pension Benefits Act; and
- (b) this waiver is not revoked by the Member and his Spouse prior to the commencement of the pension."

31. Section C5, Appendix C Termination Benefits, is amended by deleting Section C5.01 and replacing it with the following:

“C5.01 Termination Benefits

A Member who terminates Continuous Service, for any reason other than death, disability or retirement is not permitted to withdraw any of his required contributions made under the Plan and, in lieu thereof, is entitled to receive a deferred pension, commencing at his Normal Retirement Date, in the amount accrued or granted to him under Section C3.01 for Credited Service and otherwise accrued or granted to him.”

32. Section C5, Appendix C Termination Benefits, is amended by deleting Section C5.02 and replacing it with the following:

“C5.02 Refund of Excess Required Contributions

Upon termination of Continuous Service, for any reason other than death or retirement, and if the Member is entitled to receive a deferred pension under Section C5.01, a refund of any excess contributions made under the Plan determined in accordance with Section C3.04.”

33. Section C5, Appendix C Termination Benefits, is amended by deleting Section C5.05 and replacing it with the following:

“C5.05 Small Benefit Commutation

If the annual lifetime pension payable at the Member’s Normal Retirement Date is not more than 4% of the YMPE in the year of the Member’s termination of Continuous Service, or if the Commuted Value of the Member’s pension is less than 20% of the YMPE in the year of the Member’s termination of Continuous Service, or such greater amount as may be permitted under the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his entitlement will be paid as a pension, the payment frequency of which is at the discretion of the Committee, but which shall be paid not less frequently than annually.”

34. Section C7, Appendix C Death Benefits, is amended by deleting Section C7.01 and replacing it with the following:

“C7.01 Death Benefit Payable to Spouse

If a Member who has a Spouse dies before pension commencement, an immediate pension is payable to the Member’s Spouse from the first day of the month following the date of death equal to $66\frac{2}{3}\%$ of the pension accrued to the Member under Section C3.01, and payable for the Spouse’s lifetime subject to a minimum period of payment of 5 years. In no event shall the Commuted Value of the Spouse’s pension be less than 60% of the Commuted Value of the Member’s benefit accrued to January 1, 1988 plus 100% of the Commuted Value of the Member’s benefit accrued on or after January 1, 1988 to the date of the Member’s death. For deaths occurring on and after January 1, 1992, in no event shall the pension payable to the Member’s Spouse exceed $66\frac{2}{3}\%$ of the lifetime retirement benefits that would have otherwise been payable to the Member at his Normal Retirement Date.

Notwithstanding the above, in lieu of a spousal pension, a Spouse may elect to receive the Commuted Value of any immediate spousal pension payable in a lump sum.”

35. Section C7, Appendix C Death Benefits, is amended by deleting Section C7.02 and replacing it with the following:

“C7.02 Death Benefit Payable to Non-Spouse Beneficiary

If a Member who does not have a Spouse dies before pension commencement, a lump sum death benefit is payable to the Member’s Beneficiary which is 60% of the Commuted Value of the Member’s benefit accrued to January 1, 1988 plus 100% of the Commuted Value of the Member’s benefit accrued on or after January 1, 1988 in the normal form of pension as specified in Section C4.01(2). On and after January 1, 1992, any death benefit payable under this Section C7.02 is subject to the limits of Income Tax Act Regulation 8503(2)(i).”

36. Section C7, Appendix C Death Benefits, is amended by adding the following as Section C7.07:

“C7.07 Waiver of Pre-Retirement Death Benefits

A Spouse may waive her entitlement to any pre-retirement death benefit payable under Section C7 by giving consent in the manner prescribed by the Pension Benefits Act.”

37. Section D4, Appendix D Payments Under the Plan, is amended by deleting subsection D4.02(4) and replacing it with the following:

“(4) A Member of the Plan is, upon termination of employment with the Municipality/Participating Employer or membership in the Plan prior to attaining retirement age, entitled to a deferred life annuity commencing at normal retirement age and equal to the Pension Benefits in respect of service as an employee of the Municipality/Participating Employer or a board, commission or authority of the Municipality except Pension Benefits provided by Voluntary Additional Contributions.”

38. Section D4, Appendix D Payments Under the Plan, is amended by deleting subsection D4.02(6) and replacing it with the following:

“(6) Small Benefit Commutation

If the annual lifetime pension payable at the Member’s Normal Retirement Date is not more than 4% of the YMPE in the year of the Member’s termination of Continuous Service, or if the Commuted Value of the Member’s pension is less than 20% of the YMPE in the year of the Member’s termination of Continuous Service, or such greater amount as may be permitted under the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his entitlement will be paid as a pension, the payment frequency of which is at the discretion of the Committee, but which shall be paid not less frequently than annually.”

39. Section D4, Appendix D Payments Under the Plan, is amended by deleting subsection D4.04(1) and replacing it with the following:
- “(1) If a Member of the Plan has left the employ of the Municipality/Participating Employer or of any board, commission or authority of the Municipality, as the case may be, and, under the provisions of Section D4.02, has elected not to withdraw his contributions under the Plan, and such Member subsequently dies before his normal retirement date, the Beneficiary of such Member may receive a payment from the Pension Fund equal to
- (a) all the contributions of such deceased Member made prior to January 1, 1988, together with Credited Interest thereon plus
 - (b) 100% of the Commuted Value of the benefit accrued on and after January 1, 1988.”
40. Section D4, Appendix D Payments Under the Plan, is amended by deleting Section D4.05 and replacing it with the following:
- “4.05 If a Member of the Plan dies while in the employ of the Municipality/Participating Employer or of any board, commission or authority of the Municipality, as the case may be, and survivors’ benefits are not payable under the provisions of this Plan, the Beneficiary of such Member shall receive a payment from the Pension Fund equal to
- (a) all the contributions of such deceased Member made prior to January 1, 1988, together with Credited Interest thereon, plus
 - (b) 100% of the Commuted Value of the benefit accrued on and after January 1, 1988.”
41. Section D4, Appendix D Payments Under the Plan, is amended by deleting subsection D4.07(2)(ii) and replacing it with the following:
- “(ii) a spouse’s benefit is payable only to an individual who was the Spouse of a Member at retirement.”

42. Section D4, Appendix D Payments Under the Plan, is amended by adding the following as Section D4.14:

“D4.14 Death Benefits Payable to Spouse

In no event shall the Commuted Value of the spousal benefit be less than

- (a) all the contributions of such deceased Member made prior to January 1, 1988, together with Credited Interest thereon, plus
- (b) 100% of the Commuted Value of the benefit accrued on and after January 1, 1988.

In lieu of a spousal benefit, a Spouse may elect to receive the Commuted Value of any immediate spousal benefit payable in a lump sum.”

43. Section D4, Appendix D Payments Under the Plan, is amended by adding the following as Section D4.15:

“D4.15 Waiver of Pre-Retirement Death Benefits

A Spouse may waive her entitlement to any pre-retirement death benefit payable under Section D4 by giving consent in the manner prescribed by the Pension Benefits Act.”

44. Section E3, Appendix E Retirement Benefits, is amended by deleting Section E3.09 and replacing it with the following:

“E3.09 If the annual lifetime pension payable at the Member’s Normal Retirement Date is not more than 4% of the YMPE in the year of the Member’s termination of Continuous Service, or if the Commuted Value of the Member’s pension is less than 20% of the YMPE in the year of the Member’s termination of Continuous Service, or such greater amount as may be permitted under the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his entitlement will be paid as a pension, the payment frequency of which is at the discretion of the Committee, but which shall be paid not less frequently than annually.”

45. Section E4, Appendix E Normal or Optional Forms of Retirement Benefit, is amended by deleting Section E4.02 and replacing it with the following:

“E4.02 The surviving Spouse of the deceased Pensioner (who was the Spouse at time of retirement) shall receive a Survivor’s Pension as described in Section E6 (Death Benefits) provided that their marriage or minimum period of required cohabitation occurred prior to the Member’s Retirement Date.”

46. Section E6, Appendix E Death Benefits, is amended by deleting Section E6.03 and replacing it with the following:

“E6.03 If a Member with a Spouse dies before his actual Retirement Date, his Spouse will receive:

- (a) a Survivor’s Pension equal to 60% of the pension he would have received at Normal Retirement age if he had retired on that date, and
- (b) a refund of the Member’s Additional Voluntary Contributions accumulated with Interest to the date of payment.

In no event shall the Commuted Value of the Survivor’s Pension be less than the Member’s required contributions made prior to January 1, 1988 with Credited Interest plus 100% of the Commuted Value of the Member’s benefit accrued on or after January 1, 1988 to the date of the Member’s death.

In lieu of a Survivor’s Pension, a Spouse may elect to receive the Commuted Value of any Survivor’s Pension in a lump sum.”

47. Section E6, Appendix E Death Benefits, is amended by deleting Section E6.04 and replacing it with the following:

“E6.04 If a Member dies before his actual Retirement Date and does not have a Spouse, there shall be paid to his designated beneficiary (if any), or failing that, to his estate, an amount equal to the greater of

- (a) twice the Member’s required contributions with Credited Interest, and
- (b) the Member’s required contributions made prior to January 1, 1988 with Credited Interest plus 100% of the Commuted Value of the Member’s benefit accrued on or after January 1, 1988 to the date of the Member’s death, increased by his Additional Voluntary Contributions, if any, to the

Plan together with Interest as defined in this Plan subject to the requirements of Regulation 8503(2)(j) of the Income Tax Act.”

48. Section E6, Appendix E Death Benefits, is amended by adding the following as Section E6.07:

“E6.07 **Waiver of Pre-Retirement Death Benefits**

A Spouse may waive her entitlement to any pre-retirement death benefit payable under Section E6 by giving consent in the manner prescribed by the Pension Benefits Act.”

49. Section E7, Appendix E Termination of Employment, is amended deleting Section E7.01 and replacing it with the following:

“E7.01 In the event that a Member ceases employment with the Municipality other than by death or retirement, he shall be entitled to a paid-up deferred annuity which will entitle the Member at his Normal Retirement Date to receive a pension subject to the conditions stated hereunder:

- (i) The amount of his pension shall be as determined under Section E3, taking into account his Earnings as an active Member, and shall be payable in the normal form.
- (ii) No further contributions shall be made to the Plan on his behalf.
- (iii) His entitlement shall be subject to the same conditions as apply to payments made under this Plan and shall not be commutable or assignable.”

50. Section E7, Appendix E Termination of Employment, is amended deleting Section E7.02 and replacing it with the following:

“E7.02 Notwithstanding the above, in the event that a Member ceases employment with the Municipality other than by death or retirement, he shall be entitled to the following option in regards to benefits in respect of Service between January 1, 1977 and December 31, 1987:

A cash refund equal to 25% of the Commuted Value of his accrued benefit under the Plan with the remainder “Locked-in” to provide from the Plan a deferred annuity in the amount of 75% of his entitlement under Section E7.01 above.”

- 51. Section E7, Appendix E Termination of Employment, is amended deleting Section E7.03.
- 52. Section E7, Appendix E Termination of Employment, is amended deleting Section E7.04.
- 53. Section E7, Appendix E Termination of Employment, is amended deleting Section E7.05.
- 54. Section E7, Appendix E Termination Benefits, is amended by deleting Section E7.06 and replacing it with the following:

“E7.06 If the annual lifetime pension payable at the Member’s Normal Retirement Date is not more than 4% of the YMPE in the year of the Member’s termination of Continuous Service, or if the Commuted Value of the Member’s pension is less than 20% of the YMPE in the year of the Member’s termination of Continuous Service, or such greater amount as may be permitted under the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his entitlement will be paid as a pension, the payment frequency of which is at the discretion of the Committee, but which shall be paid not less frequently than annually.”

We, the undersigned, do hereby certify that the foregoing amendment is adopted on this _____ day of _____, 2017.

Signature

Signature

Name

Name

Title

Title