

## **Office Consolidation**

### **THE REGINA CIVIC EMPLOYEES' LONG TERM DISABILITY PLAN, 1992 BYLAW**

No. 9566

Including Amendments to June 20, 2005

**Disclaimer:**

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

AMENDMENTS

DATE PASSED

Bylaw No. 9671

January 23, 1995

Bylaw No. 9721

July 24, 1995

Bylaw No. 9886

April 7, 1997

Bylaw No. 10019

July 20, 1998

Bylaw No. 10148

August 30, 1999

Bylaw No. 2002-101

November 18, 2002

Bylaw No. 2005-58

June 20, 2005

BYLAW NO. 9566

A BYLAW OF THE CITY OF REGINA  
TO AUTHORIZE THE ADOPTION OF  
"THE REGINA CIVIC EMPLOYEES'  
LONG TERM DISABILITY PLAN"

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THE COUNCIL OF THE CITY OF REGINA HEREBY ENACTS AS FOLLOWS:

1. This Bylaw may be cited as The Regina Civic Employees' Long Term Disability Plan, 1992 Bylaw.
2. That a plan providing for long-term disability benefits as set forth in "Schedule A" to this Bylaw is authorized and adopted.

READ A FIRST TIME THIS 20th DAY OF DECMEBER A.D. 1993.

READ A SECOND TIME THIS 20th DAY OF DECEMBER A.D. 1993.

READ A THIRD TIME AND PASSED THIS 20th DAY OF DECEMBER A.D. 1993.

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Mayor

City Clerk

LTD.CON

SCHEDULE "A" TO BYLAW NO. 9566

REGINA CIVIC EMPLOYEES'  
LONG TERM DISABILITY PLAN

# REGINA CIVIC EMPLOYEES' LONG-TERM DISABILITY PLAN

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REGINA CIVIC EMPLOYEES' LONG-TERM DISABILITY PLAN

1.0 INTRODUCTION

1.1 General

- (1) This document constitutes the Regina Civic Employees' Long Term Disability Plan and applies to all qualifying disabilities which give rise to benefit payments on and after January 1, 1992.
- (2) The purpose of the Plan is to provide for long-term disability benefits to the eligible employees of the participating employers on and after the Effective Date.
- (3) The Plan is funded equally by employers and employees.
- (4) Disabilities which gave rise to benefit payments prior to January 1, 1992 will continue to be governed by the terms and conditions contained in Bylaw No. 3125 as at December 31, 1991.

## 2.0 DEFINITIONS

### 2.1 Words and Terms

The following terms wherever used in this document shall, for the purpose thereof, have the meaning set forth below, despite any definitions which conflict therewith in any other document:

- (1) "Acting pay" means additional pay to which an employee is entitled when assigned to replace another employee, temporarily, in a higher-paid position, as stipulated in the provisions of the collective bargaining agreement or standard employment contract allowing such acting pay.
- (1.1) "Actively At Work" means actually being physically able to be at the normal place of employment and able to perform all the usual and customary duties of the Member's own occupation for the regular hours of work applicable to that position, or such other duties at such other locations as may be assigned.
- (2) "Actuary" means a person, or a member of the staff of a firm, who is a Fellow of the Canadian Institute of Actuaries, and who has been appointed by the Board for purposes of making actuarial valuations and estimates of the contributions required to be made to the Fund, or of performing other services in connection with the Plan.
- (3) "Administrative Board" means the Board.
- (4) "Agent" means an individual or firm engaged by the Board to adjudicate claims and administer the payment processes.
- (5) "Board" means the Administrative Board.
- (6) "City" means the City of Regina, Saskatchewan.
- (7) "City Treasurer" means the Treasurer of the City.
- (8) "Committee" means the Civic Pension and Benefits Committee.
- (9) "Council" means the City Council.
- (10) "General Manager, Pension and Benefits Division".
- (11) "Effective Date" means January 1, 1992.
- (12) "Employee" means an individual employed in a permanent position by an Employer.

(13) "Employer" means, one or more of the following, as the context may require:

- (a) the City;
- (b) Board of Education, being the Board of Education of Regina, Division No.4 of Saskatchewan;
- (c) Buffalo Pound Water Administration Board;
- (d) Regina Health District;
- (e) Regina Public Library Board; and

such public or other bodies as may hereafter come within the provisions of this Plan.

(14) "Full Month" means any month in which the Member has not been absent, as a result of disability which gave rise to the Member's claim, for more than one-half of the Member's scheduled work days in that month.

(15) "Fund" means the Regina Civic Employees' Long Term Disability Fund as established pursuant to this Plan.

(16) "Member" means an Employee who is a participant in this Plan in accordance with the requirements of Section 3.0.

(17) "Plan" means the Regina Civic Employees' Long Term Disability Plan, as set forth in this document, and as may be amended from time to time.

(18) "Qualification Period" means:

- (a) with respect to a Member who is an Employee of the Regina General Hospital Board, one hundred and twenty (120) calendar days from the date of disability;
- (b) with respect to any Member not included in (a) above, the later of:
  - (i) one hundred and twenty (120) calendar days from the date of disability; or
  - (ii) the end of the period when sick leave and/or vacation credits have been used up; at the discretion of the

employee;

- (c) the aggregate of partially completed Qualification Periods, from the same or another disability, in any twelve (12) month period to a maximum of one hundred and twenty (120) calendar days;
  - (d) with respect to a Member who was on a rehabilitative program and ceased work due to being unable to continue working or due to no work available, nil days; and
  - (e) with respect to a Member who has completed twelve (12) consecutive months of employment after returning from a disability or a rehabilitative program, one hundred and twenty (120) calendar days.
- (19) "Quorum" means, with respect to the Board, six members, which shall include at least one employee representative.
- (20) "Recurrent Disability" means a disability from the same or a directly related cause within twelve (12) months of returning to employment, but excluding rehabilitative employment, after a disability for which the Plan incurred benefit payments.
- (21) "Regulations" means regulations made under the authority of this Plan.
- (22) "Rehabilitation Program" means a program approved by the Board and designed to advance recovery, and without limiting the generality of the foregoing, include:
- (a) the Member's regular occupation on a part-time basis, or with modified duties;
  - (b) an alternate position;
  - (c) a formal training or upgrading program;
  - (d) a vocational assessment or a period of on-the-job training; or
  - (e) medical or psychological therapy; or
  - (f) combinations of the above.
- (23) "Salary" means:
- (a) in the case of a permanent, full time employee, deemed current classified basic salary rate. Such deemed basic salary

rate shall be the regular basic salary rate that such person enjoyed, based on the rate for the regular bulletined position that he occupied as at his date of disability, or the date that disability payments become effective, whichever is the greater, including vacation pay, statutory holiday pay, sick pay, income received from Workers' Compensation Board payments, approved leave of absence pay, wage replacement or salary top-up payments, and acting pay.

- (b) in the case of a permanent, part time employee, deemed current classified basic salary rate. Such deemed basic salary rate shall be the regular basic salary rate that such person enjoyed, based on the average regularly scheduled part time hours of such on an annual basis for the year prior to the date of disability, including vacation pay, statutory holiday pay, sick pay, income received from Workers' Compensation Board payments, approved leave of absence pay, wage replacement or salary top-up payments, and acting pay

(23.1) "Salary Top-up" means a supplement added to a benefit to which an employee is entitled (such as Workers' Compensation benefits under the *Workers' Compensation Act, 1979*, or disability benefits under Article 12 of the City's collective bargaining agreements) whereby the total of the supplement and the benefit equal the employee's basic pay as stipulated in the provisions of the collective bargaining agreement or standard employment contract allowing such supplement.

(24) "Secretary" means the Secretary to the Board.

(25) "Service" means continuous service in a permanent position with the City.

(26) "Total Disability" or "Totally Disabled" means a physical or mental condition which the Board, on the basis of medical evidence submitted to it, considers to be so severe that the employee is prevented from performing the duties of his own occupation during the one hundred and twenty (120) day waiting period and, as applicable, the period during which sick leave or, in accordance with subsection 6.7(1)(c) herein where Workers' Compensation payments are paid, and during the following twelve (12) months, but following those periods total disability shall mean where such person is unable to engage in any gainful occupation or employment for remuneration or profit, for which he is reasonably well qualified by education, training or experience. For the purpose of the twelve (12) month period stipulated herein, where a person returns to employment and again lays off due to disability within twelve (12) months of the date

that his disability payments commenced, or no work being available for him having due regard to the medical restrictions that were indicated by the physician's reports, such person shall nonetheless be eligible while off work for not less than a total of twelve (12) complete accumulated months of full disability payments, where applicable.

Emphasis will be placed on the term Total Disability as meaning a physical or mental condition which the Board, on the basis of medical evidence before it, considers to be so severe that the Member is unable to engage in any gainful occupation or employment for remuneration or profit for which the Member is reasonably well qualified by education, training or experience. The inability of a claimant to perform the Member's own occupation together with being unable to engage in any occupation as determined by the Board and supported by a qualified medical practitioner(s) shall be the main criteria for disability ratings of one hundred percent (100%).

- (27) "Treasurer" means the City Treasurer.
- (28) "Trustees" means the Pension Investment Board of Trustees.
- (29) "Union" means any certified bargaining unit which has entered into an agreement with an Employer.

(#9671, s. 2, 1995; #2005-58, ss. 2, 3, 4, 5 and 6, 2005)

## 2.2 General

- (1) Words importing the singular number may be construed to extend to and include the plural number, and words importing the plural number may be construed to extend to and include the singular number. References to a Section, Subsection or paragraph mean a Section, Subsection or paragraph in this document.  
(#10148, sec. 2, 1999)

## 3.0 MEMBERSHIP ELIGIBILITY

### 3.1 Membership Eligibility

- (1) Employees shall be included in the Plan upon the later of:
  - (a) the date mutually agreed upon by the Employer and the Employee groups; and
  - (b) the Effective Date.

- (2) Notwithstanding anything else herein, where an Employer designates an Employee who is employed on a permanent part-time basis as permanent, such Employee shall then become a Member of this Plan.

#### 4.0 CONTRIBUTIONS

##### 4.1 Member Contributions

- (1) Subject to subsections 9.11 and 9.12, effective July 1, 2005, each Member shall contribute 1.04% of Salary to the fund.
- (2) A Member may elect to continue contributions to continue coverage during periods of:
  - (a) suspension;
  - (b) leave of absence without pay; or
  - (c) lay-off; up to 90 days
- (3) The Employer shall deduct the Member contributions from the Member's Salary upon the Employee becoming eligible to participate.
- (4) A Member's required contributions to the Regina Civic Employees' Superannuation Fund shall continue during periods of disability in accordance with Bylaw #3125 except where a Member's disability benefits have been reduced to fifty percent (50%) or less of the Total Disability benefit calculation. In such instances, the Member may, irrevocably, waive the contributions and the related Service credits within ninety (90) days of receiving such notification.

##### 4.2 Employer Contributions

- (1) Except as provided by sub-sections 4.2(2), 9.11 and 9.12, effective July 1, 2005, each Employer shall contribute 1.04% of each eligible Member's Salary to the fund.
- (2) If a Member elects to continue coverage, contributions will be required only during:
  - (a) the first six (6) months a Member's suspension or leave of absence without pay; or
  - (b) the lay-off period, to the limitations prescribed in sub-section 4.1(2)

4.3 Waiver of Premium

- (1) Notwithstanding anything else contained herein, neither Member nor Employer contributions shall be paid to this Fund during any Member's period of disability which has been approved by the Board.

(#9886, ss. 2 and 3, 1997;#2005-58, ss. 7 and 8, 2005)

5.0 DISABILITY PROVISIONS

5.1 Totally Disabled

- (1) This sub-section and the benefit payable pursuant to sub-section 6.1 applies to any Member who becomes Totally Disabled, providing the Member has completed the Qualification Period and is entitled to such benefits.

5.2 Partial Disability

- (1) Members who are no longer Totally Disabled may be eligible for partial disability. Partial disabilities, as adjudicated by the Board, are recognized as being eligible for benefits under this Plan.

5.3 Date of Disability

- (1) The date of disability shall be the later of:
  - (a) the day on which the Member ceased work as a result of the disability; and
  - (b) the disablement date reported by the attending medical practitioner,as determined by the Board.

5.4 Disability Claims

- (1) A Member applying for a disability benefit, shall file with the Board the appropriate reports and medical certificates on the forms prescribed therefore by the Board.
- (2) In addition, the Board may obtain a certificate or opinion from a legally qualified, medical practitioner to determine eligibility for benefits and the extent of the disability.
- (3) The Board shall have the power to review the case from time to time of any Member, who is receiving disability benefits, whether before

or after benefits are granted.

- (4) A Member may appeal any decision of the Board by requesting the Board to review the case. The review will be done at the discretion of the Board.
- (5) The decision of the Board shall be final and conclusive with respect to all discretionary reviews.

#### 5.5 Return To Work

- (1) A Member who has been receiving disability benefits under the Plan shall submit medical evidence acceptable to the Board and shall receive the Board's approval to return to active employment.
- (2) The Board may obtain such evidence as it may consider necessary to enable it to determine whether or not a disabled Member has recovered sufficiently to return to active employment.

5.6 Medical Evidence of Continuing Disability

- (1) A Member who is receiving benefits under this Plan for a partial or Total Disability shall submit annually, and at such other intervals as the Board may direct, medical evidence of continuing disability from one or more legally qualified medical practitioners as required by the Board.
- (2) A Member's refusal or inability to provide satisfactory medical evidence of the continuing disability shall result in the disability benefits ceasing.
- (3) The Board may submit any medical evidence received to a medical nominee of its choice for a further opinion or an interpretation.

6.0 BENEFIT PROVISIONS

6.1 Amount of Benefits

- (1) The amount of benefits approved for payment with respect to any Total Disability, except any Total Disability which occurs to individuals who transfer in accordance with the terms of sub-section 6.5, shall be sixty-five percent (65%) of the Member's Salary.

6.2 Amount of Benefits - Partial Disability

- (1) The amount of disability benefits payable during periods of partial disability shall be calculated in the same manner as for Total Disability but reduced by a percentage determined by the Board upon principles, determined by the Board and considering the opinion(s) of one or more legally qualified medical practitioners concerning the severity of the disability.

6.3 Member Election: Pension vs Disability

- (1) Where partial disability benefits are approved by the Board and the resultant amount is less than the amount which the Member could receive as an immediate pension under the Regina Civic Employees' Superannuation Plan, then the Member may elect to receive the pension benefits rather than the disability benefits providing the Member:
  - (a) qualifies for an immediate reduced or unreduced pension; and

- (b) notifies the Board of the intention to retire as provided in the Superannuation Plan. Members who make such an election shall be deemed to have given notice prior to the day the reduced benefit was to be effective and the required 90 days notice will be deemed to be given.

#### 6.4 Disability Benefit Payments

- (1) Benefit payments under this Plan:
  - (a) will commence at the end of the Qualification Period.
  - (b) Where a person is considered fit for suitable employment and refuses to participate in a rehabilitation program that is considered by the Board to be suitable for such person, the amount of disability benefit that is being provided to such person as that date shall be reduced in the amount of fifty percent (50%) of such benefit, and such reduced amount shall continue to be paid to such person for such period as may, from time to time, be determined by the Board.
  - (c) if the amount approved is less than 100% of the Total Disability amount, it shall be deemed to be fixed in that amount for the period stipulated, except that the amount may be:
    - (i) increased by any general adjustments approved; and
    - (ii) decreased in accordance with the administrative procedures; and
  - (d) any approved benefit amount may be amended by the Board at any time based on new medical evidence received.
- (2) A Member's disability benefits combined with a new Salary rate upon re-employment shall not exceed the Member's pre-disability Salary or the Salary rate for the Member's regular bulletined position, whichever is higher.
- (3) The refusal or inability of an employee to provide such satisfactory evidence of his continuing disability shall cause his disability payment to be discontinued.

- (4) Where a Member with a disability returns to employment and incurs a disability within twelve (12) months of the date that the previous disability payments commenced, or no work being available for the Member having due regard to the medical restrictions indicated by the medical practitioner's reports, such Member shall nonetheless be eligible, while off work, for not less than a total of twelve (12) months of full disability payments.

#### 6.5 Transfer to or from Police Department

- (1) Where a Member is temporarily transferred to or from the City of Regina Police Department the Member may continue membership in the Plan of the originating employer for up to ninety (90) days on a non-contributing basis.
- (2) Where a Member's Service with an Employer is terminated and within thirty (30) days the individual becomes employed in a permanent position with the Board of Police Commissioners of the City, has not withdrawn any contributions from the Regina Civic Employees' Superannuation Plan, and has made application to the Board within sixty (60) days of termination with an Employer, then the Member may continue membership in this Plan on a non-contributory basis. Where a Member's Service with the Board of Police Commissioners of the City is terminated and within thirty (30) days the individual becomes employed in a permanent position with an Employer, the foregoing provisions apply with such modifications as circumstances require.
- (3) Whenever paragraph (2) above becomes applicable, Service under this Plan only shall be used to calculate benefits but Salary under both Plan may be used in the benefit calculation.

#### 6.6 Offsets

- (1) Subject to paragraph (2) hereafter, the amount of disability benefits payable pursuant to the provisions of this Plan will be reduced by the amount of any payments the Member is entitled to receive from:
  - (a) except as provided in paragraph (2)(a) hereafter, the Workers' Compensation Board as periodic payments;
  - (b) the Workers' Compensation Board as a lump sum, except that such lump sum shall be amortized over one hundred and twenty (120) months and the reductions made accordingly;
  - (c) any Canada Pension Plan disability benefit;

- (d) the Employment Insurance Commission; and
  - (e) effective January 1, 1995, any compensation for salary or wage loss granted or provided for the same disability by statute including income replacement benefits under The Automobile Accident Insurance Act of Saskatchewan or as contained in any successor legislation.
- (2) No reductions will be made for:
- (a) payments from the Workers' Compensation Board for an unrelated injury or injuries, or if the Member is eligible for an unreduced pension;
  - (b) increases in payments, from third parties as a result of increases in the Consumer Price Index after the initial reduction is determined; and
  - (c) lump sum vacation payments.
- (3) Any reductions provided for herein shall be effective on the later of:
- (a) the commencement of the disability payments under the provisions of this Plan; and
  - (b) the effective date of the payments referred to in sub-section 6.1.
- (4) In the event that a member of the plan receives any payment on account of a disability pension pursuant to the terms of the Plan, then the Administrative Board shall be subrogated to the extent of such payment to the member's rights of recovery against any third party, and such member shall execute all papers required and shall do everything reasonably necessary and within his power to secure such rights, provided that the Board shall not have any right to recover from a member's private disability plan. (#9671, ss. 3 and 4, 1995; #9721, s. 1, 1995)

#### 6.7 Limitations and Exclusions

- (1) The disability benefits under this Plan shall not be paid:
- (a) during the Qualification Period;
  - (b) while the Member is receiving sick leave or ongoing vacation leave payments from the Employer;

- (c) while the Member is receiving payments, at the maximum compensable benefit level, from the Employer with respect to any disability within the scope of the Workers' Compensation Act.

6.8 Termination of Benefit Payments

- (1) Benefit payments under this Plan shall cease upon the earlier of:
  - (a) recovery;
  - (b) age 65;
  - (c) commencement of pension benefits;
  - (d) death.
- (2) Notwithstanding anything else contained herein, the Board may suspend disability benefits, in whole or in part, if a disabled Member fails to fulfil the requirements of the Workers' Compensation Act and is thereby disqualified from benefits under that Act.
- (3) Notwithstanding anything else contained herein, disability benefits payable to a Member will not be terminated on account of the Member with the disability resigning from service with an Employer.

6.9 Benefit Payments

- (1) Benefits shall be payable monthly in arrears.
- (2) Benefit payments shall be issued to a third party ONLY where:
  - (a) the third party has been appointed as "personal guardian" or "trustee" by the court; or
  - (b) the Member has appointed the third party as Power of Attorney, and all such documentation has been confirmed by the City Solicitor or
  - (c) an amount remains to be paid from the Plan after the Member's death; or
  - (d) the Board, in its discretion, considers the Member to be incapable of rendering valid receipt of the payment.  
(#10148, sec. 3, 1999)

## 7.0 REHABILITATION EMPLOYMENT

### 7.1 Rehabilitation Candidates

- (1) A rehabilitation and/or retraining program will be pursued with respect to any Member with a disability who is considered to be a suitable candidate by the Board.

### 7.2 Rehabilitation Policy

- (1) The Board may establish and maintain Regulations outlining its Rehabilitation Policy.

### 7.3 Refusal to Participate

- (1) A Member's disability benefit shall be reduced by 50% if the Member refuses to participate in a rehabilitation program approved by the Board for that Member.

### 7.4 Rehabilitation Earnings

- (1) When a Member participates in a rehabilitation program, this Plan may continue disability payments so that the rehabilitation earnings plus the disability benefits shall not exceed ninety percent (90%) of the Member's pre-disability Salary or deemed Salary.

## 8.0 INDEXING

### 8.1 Effective Date of Indexing

- (1) The anniversary date for all Members, for purposes of this Section, is one (1) year from the date on which benefit payments commenced.

### 8.2 Amount of Increases

- (1) All benefits payable shall be adjusted annually on the anniversary date at the rate of fifty percent (50%) of the increase in the Consumer Price Index for Canada for the twelve (12) months ending August 31 of the previous calendar year, to a maximum annual increase of four and one-quarter per cent (4.25%).
- (2) Increases granted pursuant to (1) above shall be on the gross benefit payable from this Plan.

8.3 Recurrent Disabilities

- (1) The latest basic rate established pursuant to these indexing provisions shall be:
  - (a) the applicable basic rate if the Member incurs a Recurrent Disability; and
  - (b) the minimum disability benefit calculated if a Member incurs a subsequent disability from the same or a different cause.

9.0 PLAN MANAGEMENT AND ADMINISTRATION

- 9.1 (i) The Plan shall be administered by a Board of twelve (12) members.
- (ii) The Board shall consist of the following:
  - (a) six (6) employer representatives consisting of:
    - (1) two persons to be appointed by the City Manager; and
    - (2) four (4) persons to be appointed by Council of whom one shall be a person nominated by the Regina Health District Board; and
  - (b) six (6) employee representatives elected annually at a meeting of all Members of the Plan who shall hold office for a term of two years of whom one shall be an employee of the Regina Health District working at the Regina General Hospital.
- (iii) Three (3) employee representatives shall be elected in odd numbered years and three (3) employee representatives shall be elected in even numbered years.
- (iv) (a) Council may annually appoint two alternate employer representatives.
- (b) At the annual meeting of the Members of the Plan two (2) alternate employee representatives shall be elected for a term of two years.

- (c) One alternate employee representative shall be elected in odd numbered years and one alternate employee representative shall be elected in even numbered years.
- (d) The alternate representatives may attend meetings of the Board and take part in its discussions, but shall not be counted for purposes of determining the quorum and shall not vote on any matter before the Board.
- (e) If an employee representative of the Board terminates their employment with the City, their place on the Board shall be taken, in the first instance, by the first alternate employee representative, and in the second instance, by the second alternate employee representative.
- (f) If an employer representative, other than a person appointed by the City Manager, or representative from the Regina Health District resigns from the Board, their place on the Board shall be taken, in the first instance, by the first alternate employer representative, and in the second instance, by the second alternate employer representative.
- (v) The members of the Board shall hold office until their successors are appointed.
- (vi) The Board shall meet at the call of the Chairperson and in any event at least once every three months.
- (vii) At the first meeting in each calendar year the Board shall elect a Chairperson and Vice-Chairperson. The elections shall be made alternately from the employer's representatives and the employee's representatives but the Vice-Chairperson shall not be elected from among the representatives from which the Chairperson is elected.
- (viii) If both the Chairperson and the Vice-Chairperson are absent from any meeting of the Board, the members present at the meeting may appoint one of the members as Acting Chairperson to fulfil the duties of the office during the absence of the Chairperson and the Vice-Chairperson.
- (ix) The Board shall appoint a Secretary at its first meeting in each calendar year.
- (x) A quorum of the Board shall consist of eight (8) members.
- (xi) Except as otherwise provided, the votes of the majority of the members present shall govern.

- (xii) An affirmative vote of at least eight (8) members of the Board shall be required for the passing of any motion relating to:
  - (a) the management of the fund;
  - (b) any amendment to an existing policy; or
  - (c) the adoption of a new policy relating to the Fund."
- (xiii) No member of the Administrative Board shall be held or deemed in any manner to guaranty the Fund against loss or depreciation and no member of the Administrative Board shall be liable for any loss other than a loss due to the negligence, wilful misconduct or lack of good faith of such member and no member of the Administrative Board shall in any event be liable for any actions or failure to act of any other member of the Administrative Board.
- (xiv)
  - (a) Each member of the Administrative Board shall at all times be indemnified and held harmless from and against any and all losses, actions, suits, claims, damages or liabilities of any nature whatsoever (collectively, "Claims"), including the reasonable fees and disbursements of the member's counsel that may be incurred in defending any claims made or threatened against a member.
  - (b) The Administrative Board shall not be liable under the indemnity granted in (a) to the extent that any claim results from an indemnified member's negligence, wilful misconduct or bad faith.
  - (c) Until it is finally determined that a claim against a member results from the indemnified member's negligence, wilful misconduct or bad faith, the Administrative Board will defend the claim. (#9886, s.4, 1997; #2002-101, ss, 2 & 3, 2002)

## 9.2 Civic Pension and Benefits Committee

- (1) Each union having members contributing to the Plan shall elect or appoint three (3) members and one (1) alternate to the Committee. Each separate and distinct group of employees or an association of employees who do not come within the scope of a certified bargaining Union and who as individuals contribute to the Plan, shall elect annually one (1) member and one (1) alternate from their group to the Committee.

- (2) The Committee shall call and convene annual meetings, the expenses for which shall be the responsibility of the Fund. The Committee shall also call and convene special meetings, the expenses for which shall be the responsibility of the Committee.
- (3) The Committee shall present to the Annual Meeting a slate of the number of nominees sufficient to fill the number of vacancies of employee representatives whose terms shall expire at such annual meeting. Further nominations may be made from the floor and at such meeting each contributor attending shall be entitled to one vote.

### 9.3 Powers of Board

- (1) Subject to the express terms of this Plan, the Board shall have power:
  - (a) To make and enforce rules and regulations not inconsistent with the provision hereof, for the efficient operation of this disability plan.
  - (b) To determine the eligibility of Employees to receive disability benefits;
  - (c) To fix the amount of such disability benefits;
  - (d) To prescribe the conditions under which disability benefits may be granted;
  - (e) To act in an advisory capacity to City Council and the Civic Pension and Benefits Committee when requested to do so by either.
- (2) The Board may for the governing of its proceedings make rules not inconsistent with the provisions of this Plan.
- (3) Notwithstanding the provisions of Section 4 of Bylaw No. 3125 the Board may enter into contracts for the purpose of assisting the Board with the administration of the Plan and the adjudication of claims. If an agent is not appointed, these duties are assumed by the Board.
- (4) The Board may:
  - (a) enter into any agreement, engage the services of or retain any technical, professional or other adviser, specialist or consultant, or do any other things that the board considers necessary for the purposes of managing, investing or disposing of all or any part of the assets of the fund; and

- (b) establishes policies for:
  - (i) the investment of the assets of the fund; and
  - (ii) the calculation and allocation of revenues accruing to the fund. (#10019, s. 2, 1998)

#### 9.4 Explanation

- (1) Each Member shall receive a written explanation of the terms and conditions of this Plan, together with an explanation of the Member's rights and duties with respect to benefits available.
- (2) An itemized statement of current financial information shall be available for review by any Member. Such statement shall show all disbursements and benefits paid from the Fund.
- (3) The Board shall annually report to Council, on the operation of the Plan.

#### 9.5 Records

- (1) Such records as are necessary to operate the Plan in an effective and efficient manner shall be established and maintained.
- (2) The financial records shall be maintained on a calendar year basis.

#### 9.6 Member's Age

- (1) Proof of age must be furnished by the Member no later than the time of filing a claim for disability benefits.

#### 9.7 Lawful Currency

- (1) All contributions to the Plan and all benefits under the Plan shall be payable in the lawful currency of Canada.

#### 9.8 Free From Liability

- (1) No Member, disabled Member, former Member or beneficiary shall have any recourse under any provisions of this Plan against any past, present or future Committee member, Board member, officer or employee of any Employer, and all such Committee members, Board Members, officers and employees of any Employer shall be free from all liability hereunder as a condition hereof.

#### 9.9 Plan Non-Protective

- (1) The Plan shall not:
  - (a) give a Member any right to be retained in the service of an Employer;
  - (b) prevent an Employer from discharging a Member at any time; nor
  - (c) give rise to any claim by anyone against an Employer for damages for any cause whatsoever.

9.10 Construction and Interpretation

- (1) This Plan shall be interpreted in accordance with the laws of the Province of Saskatchewan.
- (2) A decision of a court that one or more provisions of this Plan are invalid in whole or in part does not affect the validity, effectiveness, or enforceability of the other provisions or parts of the provisions of this Plan.
- (3) Repealed. (#9886, s. 5, 1997)

9.11 Actuarial Valuation

- (1) The Board shall have an actuarial valuation:
  - (a) of the Plan liabilities and of the contribution rate conducted every three years, except that such valuations may be undertaken more frequently at the discretion of the Board; and
  - (b) All actuarial costs as approved and authorized by the Board shall be paid by the Fund.
- (2) Any unfunded liability arising out of the valuation shall be amortized over a period not exceeding fifteen (15) years and the rate established in accordance with the valuation conducted under (a) above should include this amortization.

## 9.12 Surplus

- (1) Notwithstanding the provisions of Section 29 of Schedule "A" of Bylaw No. 3125, where as a result of an actuarial valuation as at a certain date the Actuary declares that there is a surplus in the Fund, the portion of the surplus attributable to employees and the City will be determined. The portion attributable to the employees and the City shall be shared equally by the employees and the City. The City's share may at the option of the City be used to increase benefits or to decrease the additional payments required in accordance with the provisions of Section 20 of Bylaw No. 3125 subject to the following provisions. Any actuarial surplus remaining as a result of the valuation of the Fund for the period ending December 31, 1984, together with the amount of reserve established for investment fluctuations by the Board, known as the 'Asset Smoothing Reserve', and any future surplus which may be determined from future valuations will be used in total, unless otherwise mutually agreed, to build a reserve of ten percent (10%) of the actuarial value of the pension fund. Once the ten percent (10%) level has been reached, subsequent surplus will only be allocated to the reserve to maintain it at the ten percent (10%) level.

## 9.13 Release of Information

- (1) Benefit payment amounts from the Plan are classified as private and confidential and therefore are not to be released to anyone, except for those who need to know to process payments.
- (2) Notwithstanding the above, all documents on a Member's file relating to the administration of the Plan are confidential and no information therefrom is to be released unless:
  - (a) the Member has given written consent to such release; or
  - (b) the request for the information release is related to official responsibilities being carried out under the Plan, an Act of the Province of Saskatchewan or the Government of Canada. (#10148, sec. 4&5, 1999)

## 10.0 FUND MANAGEMENT AND ADMINISTRATION

### 10.1 Investment of Funds

- (1) All monies due to the Fund shall be remitted to, and received by, the Treasurer and shall be kept separate and apart from other funds of the City. (#10019, s. 3, 1998)

10.2 Disbursements

- (1) All disbursements from the Fund, shall be made only upon being authorized by the Board.
- (2) All disbursements shall be paid out on cheques signed by the Treasurer or by an authorized designate.
- (3) Disability benefit payments shall be paid in accordance with a pay list prepared by the Board and certified as containing only benefit payments which have been authorized by the Board.
- (4) The total costs of administering this Plan shall be borne by the Fund.
- (5) The costs of medical reports, which are in addition to those required under sub-section 5.6 and which are requested by the Board, shall be borne by the Fund.
- (6) No monies contributed, received or appropriated for the purpose of paying disability benefits to contributing Members shall be applied towards paying any part of the current or other expenditures of the City.

10.3 Errors in Benefit Calculations

- (1) If it is confirmed that a benefit amount has been determined incorrectly and the Member has received LESS than the entitlement, the Board shall:
  - (a) if the Member is living - increase the monthly payments to the correct amount and pay a lump sum equal to the accumulated shortfall, without interest;
  - (b) if the Member is deceased - pay the accumulated shortfall, with interest, to the beneficiary.
- (2) If it is confirmed that a benefit amount has been determined incorrectly and the payments were MORE than the entitlement, the Board shall attempt to collect all overpayments, regardless of cause, from either the Member or the beneficiary.

10.4 Valuation of Fund Assets

- (1) The Fund assets shall be valued at market value.

11.0 LIMITATION OF ASSIGNMENT AND NON-COMMUTATION

11.1 Assignment

- (1) No assignment, pledge or encumbrance of any benefit under this Plan shall be permitted or recognized under any circumstances.

11.2 Commutation

- (1) No benefit payable under the terms and conditions of this Plan is capable of being commuted.

12.0 AMENDMENT OR TERMINATION OF THE PLAN

12.1 Proposals to Amend Plan

- (1) Proposals to amend the Plan, may be submitted by any Employer, or the Committee. Either party may ask and obtain information from the Actuary through the Board.

12.2 Approval of Amendments

- (1) No amendment shall be approved until a report from the Actuary has been reviewed.
- (2) The Plan may be amended from time to time on a majority vote of all the members of Council, provided that prior thereto a majority of the Committee consent thereto in writing.
- (3) The foregoing provisions shall not prevent either party from asking and obtaining information through the Board from the Actuary.
- (4) Notification of amendments to the Plan which affect the Members shall be provided to each Member within one hundred and eighty (180) days of the amendment being approved the City.

12.3 Limitations of Amendments

- (1) No amendment shall adversely affect the right of a disabled Member to continue to receive benefits under the Plan.