

Repealed
By-law No. 5644/91 was repealed by By-law No. 80/2015 on July 15, 2015.
Therefore, this amending by-law is also deemed to be repealed.

THE CITY OF WINNIPEG

BY-LAW NO. 8170/2002

**A By-law of THE CITY OF WINNIPEG to
amend By-law No. 5644/91, being a By-law
establishing the “Civic Employees’ Group Life
Insurance Plan”.**

THE CITY OF WINNIPEG, in Council assembled, enacts as follows:

1. The City of Winnipeg By-law No 5644/91 is amended by this by-law.
2. Section 1 is amended

(a) by repealing the definition of **“Board”** and substituting the following:

“Board” means “The Board of Trustees of The Winnipeg Civic Employees’ Benefits Program (Pension Fund)” constituted under The Winnipeg Civic Employees’ Benefits Program Pension Trust Agreement dated October 7, 2002;

(b) by repealing the definition of **“Board of Commissioners”**;

(c) by repealing the definition of **“Investment Committee”** and substituting the following:

“Investment Committee” means the investment committee constituted under The Winnipeg Civic Employees’ Benefits Program Pension Trust Agreement dated October 7, 2002;

(d) by repealing the definition of **“Investment Manager”** and substituting the following:

“Investment Manager” means any duly qualified person, firm or corporation as may, from time to time, be appointed by the Board to act in the capacity of advisor or manager regarding the investment and management of all or any portion of the assets of the Insurance Fund;

(e) by repealing the definition **“Person”**.

3. Subsection 3(2) is repealed and the following is substituted:

(2) The Board shall administer the Insurance Fund on behalf of the Members, their beneficiaries and the City and shall deal with it in accordance with this By-law.

4. Subsection 3(5) is amended by striking the words "by the Board".

5. Section 4 is repealed and the following is substituted:

THE BOARD

4. (1) In respect to the Plan, the Board shall have the same composition and powers for the conduct of its meetings as set out in The Winnipeg Civic Employees' Benefits Program Pension Trust Agreement dated October 7, 2002.

(2) The Board shall hold meetings at the call of the chair, but not less frequently than once each year, for the purpose of fulfilling those duties and utilizing the powers given to it under this by-law.

(3) All matters concerning the Plan and this by-law shall be decided by the affirmative vote of the majority of the members present, except that the number of Member Trustees participating, deciding or voting on any issue shall always be one less than the number of Employer Trustees, where "Member Trustees" and "Employer Trustees" are as defined in Article 1 of The Winnipeg Civic Employees' Benefits Program Pension Trust Agreement dated October 7, 2002.

6. Section 5 is repealed and the following is substituted:

DUTIES OF THE BOARD

5. In respect of the Plan, the Board shall:

(1) operate, administer and interpret the intent of the Plan consistent with the requirements of this By-law;

(2) determine all questions regarding the eligibility of any person for insurance or benefits under the Plan;

(3) recommend to Council the appointment of one or more insurance companies to provide all or some of the benefits of the Plan;

(4) keep a complete and accurate set of accounts for the Insurance Fund;

- (5) in consultation with the Investment Committee, establish and review regularly the investment policy for the Insurance Fund;
- (6) establish and review regularly the funding policy for the Insurance Fund;
- (7) determine and advise the Investment Committee as frequently as necessary the amounts which are available for investment;
- (8) submit the accounts and financial statements of the Insurance Fund at least annually for examination, checking and audit by the auditor appointed by the Board;
- (9) as soon as possible after January 1 in each year, submit a report to Council which contains audited financial statements for the previous year;
- (10) as soon as possible after January 1 in each year, make available to the Members a report on the operation of the Plan during the previous year;
- (11) ensure that an actuarial report is made on the status of the Insurance Fund at least once every three years and at such other times as the Board may deem advisable;
- (12) obtain an actuarial report if there is to be any change in the Plan; and
- (13) regularly monitor the investment performance of the Insurance Fund.

POWERS OF THE BOARD

5.1 In respect of the Plan, the Board is empowered and authorized to:

- (1) establish accounts for the Insurance Fund in a chartered bank or other financial institution in Canada;
- (2) in consultation with the Investment Committee, appoint one or more Investment Managers to manage the investments of the Insurance Fund or a portion thereof and specify the terms and conditions to apply in each case, or terminate any such appointment;
- (3) allocate all amounts that may become available for investment or are already invested between the Investment Managers in such proportions as may be determined by the Investment Committee;
- (4) on the recommendation of an Investment Manager, purchase, hold or acquire stocks, bonds, property or other investments for the Insurance Fund;

- (5) on the recommendation of an Investment Manager, sell or otherwise dispose of any stocks, bonds, property or other investments held in or for the Insurance Fund;
- (6) exercise all voting and other rights in respect of any stocks, bonds, properties or other investments held in or for the Insurance Fund;
- (7) execute all documents of transfer and conveyance that may be necessary or appropriate to carry out the duties and powers herein granted;
- (8) register any investments held in the Insurance Fund in the name of the Insurance Fund, a financial institution acting as custodian of the Insurance Fund or its nominee, or a depository or clearing agency that is authorized to operate a book-based system or its nominee, or hold any investments in bearer form;
- (9) appoint persons to provide such services as the Board deems necessary in the performance of its powers, duties and responsibilities;
- (10) rent premises, purchase supplies and equipment and employ such personnel as required for the efficient administration of the Plan;
- (11) make all disbursements and allocations from the Insurance Fund by cheque or authorization signed as the Board may determine by resolution from time to time;
- (12) pay from the Insurance Fund all costs and expenses of the Board attributable to the operation and administration of the Plan and Insurance Fund including any remuneration paid to the Board Members and the Investment Committee as determined by the Board;
- (13) purchase such insurance or fidelity bonds as the Board deems necessary or proper, the cost of which shall be paid out of the Insurance Fund;
- (14) do all acts that the Board may deem necessary or appropriate for the protection of the property of the Insurance Fund; and
- (15) do all acts that the Board deems necessary or appropriate to accomplish the general objectives of enabling Members and their beneficiaries to obtain benefits under the Plan in the most efficient and economical manner.

7. Section 6 is repealed and the following is substituted:

INVESTMENT COMMITTEE

6. (1) The Investment Committee shall be responsible for the investment of the Insurance Fund and shall:

- (a) recommend to the Board the appointment of one or more Investment Managers to manage the investments of the Insurance Fund or portion thereof and recommend the terms and conditions to apply in each case;
- (b) recommend to the Board the termination of the appointment of any Investment Manager;
- (c) recommend to the Board the investment policy for the Insurance Fund or any changes thereto;
- (d) subject to the terms of the investment policy, direct the Board to allocate the amounts which may become available for investment or are already invested between the Investment Managers appointed by the Board in such proportions as may be determined by the Investment Committee;
- (e) review regularly the performance of the Insurance Fund and each Investment Manager which is managing a portion thereof;
- (f) monitor compliance with the investment policy; and
- (g) report regularly to the Board on its activities, compliance with the investment policy and such other matters as the Board directs.

- (2) All decisions to be made by the Investment Committee shall be decided by the affirmative vote of the majority of the Investment Committee members present, except that the number of Investment Committee members appointed by the Member Trustees participating, deciding or voting on any issue shall always be one less than the number of Investment Committee members appointed by the Employer Trustees, where "Member Trustees" and "Employer Trustees" are as defined in Article 1 of The Winnipeg Civic Employees' Benefits Program Pension Trust Agreement dated October 7, 2002.

8. The following sections are added after Section 8:

CONFLICT OF INTEREST

8.1 No Board Member and no member of the Investment Committee shall knowingly permit his or her other interests to conflict with his or her powers, duties and responsibilities in respect of the Plan or the Insurance Fund.

FIDUCIARY RESPONSIBILITIES

8.2 The Board, the Investment Committee and the Investment Managers shall:

- (1) exercise the care, diligence and skill in the administration and investment of the Insurance Fund that a person of ordinary prudence would exercise in dealing with property of another person;
- (2) use in the administration of the Plan and in the administration of the investment of the Insurance Fund all relevant knowledge and skill that they possess or, by reason of each Board Member's, member of the Investment Committee's, or Investment Manager's profession, business or calling, ought to possess; and
- (3) select all investments with consideration given to the overall context of the portfolio of the Insurance Fund, without undue risk of loss or impairment and with a reasonable expectation of fair return given the nature of the investments.

9. Section 10 is repealed and the following is substituted:

PARTICIPATING EMPLOYERS

10. The Executive Policy Committee may authorize the execution of Participation Agreements recommended to it by the Board and made between the City and the Participating Employers for the purpose of providing for the admission of employees of those employers into the Plan upon such terms and conditions as specified in the Participation Agreements.

10. Section 1 of Schedule "A" is amended

- (a) by striking the alphabetic subsection labels;
- (b) in clause (a) of the definition "**Assumed Earnings**", by striking "a disability pension from the Pension Plan" and substituting "disability benefits from the Employee Benefits Program";

(c) by repealing the definition “**Average Bi-Weekly Earnings**” and substituting the following:

“Average Bi-Weekly Earnings” means:

(a) if the Member is employed in a permanent position or in a temporary position working on a full-time basis and is not employed under the terms of a job share agreement, the Member's Earnings for the 13 pay periods immediately prior to the date at which the calculation is being made, divided by 13. If the Member did not receive Earnings in each of these 13 pay periods, the Member's Earnings for the period covered by these pay periods shall be divided by the number of pay periods for which he or she received Earnings; or

(b) if the Member is not employed in a permanent position and is working on a seasonal, casual or part-time basis or is employed under the terms of a job share agreement, the Member's Earnings for the 26 pay periods immediately prior to the date at which the calculation is being made, divided by 26.

(d) by repealing the definition of “**Board**” and substituting the following:

“**Board**” means “The Board of Trustees of The Winnipeg Civic Employees' Benefits Program (Pension Fund)” constituted under The Winnipeg Civic Employees' Benefits Program Pension Trust Agreement dated October 7, 2002.

(e) in the definition “**Disabled Member**”, by striking “a disability pension from the Pension Plan” and substituting “disability benefits from the Employee Benefits Program”; and

(f) by repealing the definition “**Pension Plan**” and adding the following definition in alphabetical order:

“**Employee Benefits Program**” means the benefits program established in accordance with By-law No. 5300/89 and continued as “The Winnipeg Civic Employees' Benefits Program” pursuant to The Winnipeg Civic Employees' Benefits Program Pension Trust Agreement dated October 7, 2002 and The Winnipeg Civic Employees' Benefits Program Disability Plan Trust Agreement”.

11. Subsection 4(2) of Schedule “A” is repealed and the following is substituted:

Optional Additional Coverage

(2) A Member may elect to increase insurance coverage to three or four times Annual Earnings.

12. Section 4 of Schedule "A" is amended by adding the following subsections:

Advance Payment to Terminally Ill Member

(5) Notwithstanding the foregoing, a Member who satisfies the conditions set out in subsection 4(6) may receive a partial advance payment of life insurance proceeds, up to the amount set out in subsection 4(7). The amount ultimately payable under subsection 4(4) will be reduced by the amount of such advance payment, along with an appropriate interest charge determined by the Board.

Conditions for Advance Payment

(6) A terminally ill Member who has a life expectancy of 12 months or less may apply for a partial advance payment of life insurance proceeds. Such application shall include a form, completed by the Member's doctor, indicating diagnosis, prognosis, life expectancy and providing supporting medical information, as well as a form, signed by the Member, authorizing the release of medical information. If the application is approved by the Board, the Member shall sign a further release form, explaining the terms of the payment, prior to any payment under subsection 4(5).

Amount of Advance Payment

(7) The advance payment, payable under subsection 4(5), is 50% of either:

- (a) the insurance coverage in accordance with subsection 4(1), or
- (b) the insurance coverage in accordance with subsection 4(3) applicable 12 months after the date of payment under subsection 4(5),

as applicable, to a maximum of \$50,000.

13. Subsection 5(1) of Schedule "A" is repealed and the following is substituted:

Increase in Coverage

(1) A Member who elects to increase insurance coverage as a multiple of Annual Earnings must obtain and complete the form prescribed by the Board and provide evidence of insurability satisfactory to the Insurance Company.

14. Subsection 5(2) of Schedule "A" is repealed and the following is substituted:

Reduction of Coverage

(2) A Member who elects to reduce insurance coverage as a multiple of Annual Earnings must obtain and complete the form prescribed by the Board.

15. Subsection 6(1) of Schedule "A" is repealed and the following is substituted:

Member's Basic Coverage Contributions

(1) Each Member who has basic insurance coverage in accordance with subsection 4(1) shall contribute each Pay Period, in respect of the basic insurance, based on his or her Employment Earnings, if any, at a rate prescribed by the Board based on the recommendation of the Actuary and reviewed at least once every three years.

16. Subsection 6(2) of Schedule "A" is repealed and the following is substituted:

Optional Additional Coverage Contributions

(2) Each Member who has optional additional insurance coverage in accordance with subsection 4(2) shall contribute each Pay Period, in respect of the additional insurance, based on his or her Employment Earnings, if any, at a rate prescribed by the Board based on the recommendation of the Actuary and reviewed at least once every three years.

17. Subsection 6(4) of Schedule "A" is amended by striking both occurrences of the words "or disability".

18. Subsection 6(6) of Schedule "A" is amended by striking the last sentence of clause (a) and substituting the following:

If the Member elects to continue insurance coverage during such period, contributions shall be made by or for the Member, in a manner prescribed by the Board, based on the Member's Assumed Earnings at the same combined rate as the Member and the City would have contributed had the leave of absence, strike or lockout not occurred.

19. Subsection 7(2) of Schedule "A" is repealed and the following is substituted:

Increase in Coverage

(2) A Disabled Member who elects to increase insurance coverage as a multiple of Annual Earnings and satisfies the conditions set out in subsection 5(1) shall contribute in respect of such additional insurance, based on his or her Earnings, at the same rate as prescribed by the Board under subsection 6(1) or 6(2), as applicable.

20. Section 8 of Schedule "A" is amended by striking the words "Annual Salary" in the fourth line of subsection (1) and substituting "Annual Earnings".

21. Subsection 9(4) of Schedule "A" is amended by striking "5(9)" and substituting "5(11)".

22. (a) Subsections 10(a), 10(b), 10(c) and 10(e) of this by-law are retroactive and deemed to have come into force on January 1, 1992.

(b) Section 20 of this by-law is retroactive and deemed to have come into force on December 26, 1993.

(c) Subsections 2(b) and 2(e) and section 9 of this by-law are retroactive and deemed to have come into force on January 1, 1995.

(d) Sections 11 to 19, inclusive, of this by-law are retroactive and deemed to have come into force on January 1, 1997.

(e) Sections 3 to 8, inclusive, subsections 2(a), 2(c), 2(d), 10(d) and 10(f) and section 21 of this by-law will come into force on January 1, 2003.

DONE AND PASSED in Council assembled, this 11th day of December, 2002.