

THE CORPORATION OF THE CITY OF NORTH BAYBY-LAW NO. 40-71

BEING A BY-LAW TO AUTHORIZE SUPPLEMENTARY BENEFITS UNDER THE ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM.

WHEREAS under By-law No. 2066 The Corporation of the City of North Bay elected to participate in the Ontario Municipal Employees Retirement System:

AND WHEREAS pursuant to section 23 of the Regulations made under The Ontario Municipal Employees Retirement System Act, 1961-62, an employer who has elected to participate in the System may enter into an agreement with the Ontario Municipal Employees Retirement Board for the payment of supplementary benefits in respect of all or any class of the employees who are or become members of the System;

NOW THEREFORE be and it is hereby enacted that;

1. The Chairman of the Board and the Secretary-Treasurer are hereby authorized on behalf of The Corporation of the City of North Bay to enter into a Supplementary Agreement in the form attached hereto as Schedule A with the Ontario Municipal Employees Retirement Board for the payment of the supplementary benefits provided in the Supplementary Pension Plan set forth as Schedule 1 to the Supplementary Agreement.
  2. The Secretary-Treasurer is hereby authorized to do such things as are necessary under the Supplementary Agreement and to carry out the intent of the By-law.
  3. Two certified copies of this By-law shall be filed with the Secretary-Treasurer of the Ontario Municipal Employees Retirement Board.
  4. This By-law shall come into force on the day of its passing, subject to the approval of the Department of Municipal Affairs.
- READ A FIRST TIME IN OPEN COUNCIL THIS 3RD DAY OF MAY , 1971.  
 READ A SECOND TIME IN OPEN COUNCIL THIS 3rd DAY OF MAY, 1971.  
 READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 17th DAY OF MAY , 1971.

.....  
 MAYOR

..... *T. J. Armstrong* .....  
 CITY CLERK

## ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

## SUPPLEMENTARY AGREEMENT

No. 22

THIS AGREEMENT made this 17th day of May 1971 pursuant to Section 23 of Regulation 168/62, as amended, under The Ontario Municipal Employees Retirement System Act, 1961-62, as amended,

BETWEEN

THE ONTARIO MUNICIPAL EMPLOYEES RETIREMENT BOARD herein called the Board

and

CITY OF NORTH BAY

herein called the Employer

WITNESSETH THAT in consideration of the mutual covenants and agreement herein contained the Board and the Employer do hereby covenant and agree:

1. The words and phrases used herein have the meaning given to them under The Ontario Municipal Employees Retirement System Act, 1961-62 and the Regulations made thereunder, and
  - (a) "Plan" means the Supplementary Pension Plan attached hereto as Schedule 1 and forming part of this Agreement;
  - (b) "covered member" means a member of the System who is an employee of the Employer and to whom the Plan is applicable;
  - (c) "Regulation" means Ontario Regulation 168/62 as amended from time to time;
  - (d) "contribution" means any amount required to be paid under the terms of the Plan by or in respect of the covered members.
2. The Employer shall pay into the Fund such contributions as may be required to provide the benefits of the Plan and the amount to be paid into the Fund in any year shall not be less than the amount required to be paid in the year under The Pension Benefits Act, 1965.
3. Each covered member on becoming entitled to a pension under section 12, 13, or 15 of the Regulation shall, subject to clause 5 hereof, be entitled to an additional pension of such amount as may be prescribed in the Plan payable coincident with and for the same duration as the pension which is payable to the member under the Regulation and one-half of such additional pension shall continue to be payable to the widow or child of the member subject to the terms and conditions applicable to the payment of a pension to the widow or child of the member under section 14 of the Regulation, provided that the maximum early retirement pension payable under this Agreement to a covered member shall not exceed the amount which is actuarially equivalent to his normal retirement pension unless, such member
  - (a) has completed 30 years of service with the Employer, or
  - (b) has been declared by the Employer to be unable to perform the duties of his employment due to mental or physical incapacity.
4. Each person who becomes entitled to a benefit under section 18 of the Regulation in respect of the contributory earnings of a covered member shall be entitled to a benefit computed in a similar manner in respect of the contributions and pension of the member under this Agreement provided that if the member dies before a pension has become payable to him under the Regulation, his widow or child, if entitled to a pension under Section 14 of the Regulation shall be entitled, subject to clause 5, to an additional pension payable coincident therewith of one-half of the deferred pension to which the member would have been entitled under this Agreement if his service had been terminated immediately before his death.
5. When a contribution is paid into the Fund under the Agreement the contribution together with the interest credited thereon from time to time shall be held for the benefit of the covered members and when a benefit becomes payable under this Agreement to or in respect of a covered member there shall be deducted from the balance of such contributions and interest an amount computed in accordance with
  - (a) Schedule 2 if the benefit is payable to a member who receives a pension under section 12 or 15 of the Regulation,
  - (b) Schedule 3 if the benefit is payable to a member who receives a pension under section 13 of the Regulation,
  - (c) Schedule 4 if the benefit is a pension payable to the widow or child of a member who died before a pension became payable to him under the Regulation,
  - (d) Section 18 of the Regulation if the benefit is a refund of the member's contribution plus interest, and
  - (e) Subsection (1) of Section 22 of the Regulation if the benefit is an amount to be transferred to another pension plan or fund as prescribed in Section 22,
 provided that if the prescribed deduction would reduce the balance held for the remaining members who have not commenced to receive a pension to an amount which is less than the sum of the contributions made by such members plus the interest credited thereon, the amount to be deducted and the benefits payable therefrom shall be reduced so that the balance held for the remaining members is not less than the sum of their contributions and the interest credited thereon computed from the end of the month in which the contribution was paid into the Fund.

- 6. Interest shall be computed at the end of each year by multiplying the amount of contributions and interest held under this Agreement at the end of each month of the year by 1/12th of the annual rate of interest prescribed under Section 7 of the Act for debentures issued to the Board in respect of monies paid to the Treasurer of Ontario in the month in which such contributions and interest were received under this Agreement and the amount of interest so computed shall be added to the contributions and interest held under this Agreement at the end of the year.
- 7. The Secretary-Treasurer shall make such calculations as may be necessary to determine the amount of contributions and benefits payable under this Agreement.
- 8. The right is reserved to
  - (a) the Board to change from time to time the factors in schedules 2, 3, and 4 with respect to any contributions or interest which at the time has not been received by the Board or credited under this Agreement, and
  - (b) to the Employer to amend the Plan or any part thereof provided that the amended provisions are not inconsistent with section 23 of the Regulation and are approved by the Department of Municipal Affairs.
- 9. The Board shall deduct from contributions paid into the Fund an amount equal to 1 per cent of such contributions for the management and administration of this Agreement.
- 10. The Employer shall furnish to the Board such information as the Board may require for the administration of this Agreement.
- 11. The Board shall furnish the Employer with a report each year of the transactions under this Agreement.
- 12. Notwithstanding anything in this Agreement if a covered member ceases to be employed by the Employer after he has attained age 45 and has completed 10 years of service with the Employer
  - (a) the contributions held under this Agreement and made by the member shall not be refunded to the member, and
  - (b) the amount of deferred pension payable under this Agreement shall not be less than the minimum amount prescribed therefor under The Pension Benefits Act, 1965.
- 13. The Board shall provide the Pension Commission of Ontario with such information and calculations as may be required under The Pension Benefits Act, 1965.
- 14. The Employer shall provide each covered member with a written explanation of the terms and conditions of the Plan as amended from time to time and an explanation of the rights and duties of the member with reference to the benefits available to him under the Plan.

IN WITNESS WHEREOF this agreement is executed by the parties hereto under the hand of their respective officers lawfully authorized in that behalf and corporate seals respectively.

.....  
 Employer  
 .....  
 MAYOR  
 .....  
*E.F. Armstrong*  
 CITY CLERK  
 ..... ) Seal

Ontario Municipal Employees Retirement Board

.....  
 Secretary-Treasurer SEAL

## "SCHEDULE 1"

## ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

## Supplementary Pension Plan

1. This Supplementary Pension Plan is applicable to members of the Ontario Municipal Employees Retirement System employed as policemen by the Corporation of the City of North Bay, herein called the Employer, in respect of their service with the Employer.
2. In this Plan
  - (a) "Act" means The Ontario Municipal Employees Retirement System Act, 1961-62, as amended;
  - (b) "Agreement" means the agreement made or to be made under Section 23 of the Regulations for the purpose of carrying out this Plan;
  - (c) "average earnings" means the average annual rate of earnings of a covered member during the sixty consecutive months in which his earnings in respect of his service to which this Plan is applicable were highest;
  - (d) "basic pension" of a covered member means the pension payable under Sections 12, 13, 14 and 15 of the Regulations in respect of his contributory earnings under the Regulations;
  - (e) "covered member" means an employee who has become a covered member as prescribed in Section 3;
  - (f) "earnings" of a covered member means his remuneration from the Employer on which a contribution is payable under Section 9 of the Regulations excluding any payments in lieu of sick leave;
  - (g) "effective date" of this Plan means January 1, 1970.
  - (h) "normal retirement pension" means the annual pension payable to a member under Section 12 of the Regulations or under an approved pension plan commencing on or after his normal retirement date and disregarding any optional terms of settlement;

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- (i) "Plan" means this Supplementary Pension Plan and an "approved pension plan" means a pension plan that has been established by a municipality or local board under any general or special Act of the Legislature of Ontario;
  - (j) "Regulations" means Ontario Regulation 168/62 made under the Act, including amendments from time to time;
  - (k) "service" of a covered member means his employment to which this Plan is applicable as prescribed in Section 1, and it shall be deemed that the "continuous service" of a covered member has not been broken by absence.
    - (i) on leave with pay, or
    - (ii) due to service in the Armed Forces if he returns to employment by the Employer immediately following such service or within such period of time as may be prescribed by any applicable law, or
    - (iii) due to sickness or for any reason approved by the Employer;
  - (l) "service date" of a covered member means the date on which his credited service commences;
  - (m) "total and permanent disability" means total and permanent disability as defined in the Regulations;
  - (n) "Year's Maximum Pensionable Earnings" means the Year's Maximum Pensionable Earnings as defined in the Canada Pension Plan.
3. Each Employee to whom this Plan is applicable shall become a covered member on the effective date of this Plan or on the date on which he commences to make a contribution under Section 9 of the Regulations, whichever is the latter date.
4. (a) Each covered member shall contribute to this Plan 2% of his earnings while he is an employee to whom this Plan is applicable as prescribed in Section 1.

- (b) The Employer shall contribute to this Plan such amounts as may be required in addition to the contributions by the covered members, to provide for payment of the benefits of this Plan, and the contributions to be made in any year shall not be less than the amount required to be paid in the year under The Pension Benefits Act, 1965.
5. The credited service of a covered member shall consist of his service for which the contributions required to be made under Section 9 of the Regulations have been made and his service before such contributions commenced, provided that the credited service of a covered member shall not include any service
- (i) for which the contributions made by the member under Section 9 of the Regulations or under an approved pension plan have been refunded, or
  - (ii) for which the member was entitled to make a contribution under an approved pension plan and failed to do so, or
  - (iii) in respect of employment before his most recent period of continuous service commenced.
6. The annual amount of pension at the credit of a covered member under this Plan shall be 2% of his average earnings multiplied by the number of years and fractional years of credited service up to a maximum of 35 years reduced by
- (i) 0.7% of the lesser of such average earnings or the Year's Maximum Pensionable Earnings at that time multiplied by the number of years of his credited service after January 1, 1966 up to a maximum of 35 years, and
  - (ii) his normal retirement pension payable under Section 12 of the Regulations, under a prior service agreement entered into under Section 21 of the Regulations, and under any approved pension plan in respect of his credited service, provided that the amount of pension at the credit of a covered member under this Plan shall not be less than that which his contributions made under this Plan will provide in accordance with the terms of the Agreement.

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7. Each covered member who retires from the service of the Employer
- (i) on or after his 60th birthday, herein called his normal retirement date, or
  - (ii) due to total and permanent disability and is entitled to a pension under Section 13 of the Regulations
- shall be entitled to commence receiving the pension at his credit under this Plan.
8. Each covered member who ceases to be employed by the Employer before his normal retirement date and is not entitled to a pension under Section 7 shall be entitled
- (i) if he has attained age 45 and has completed 10 years of service, to a deferred pension commencing on the day following his normal retirement date equal to the pension at his credit under this Plan, and
  - (ii) if he has not attained age 45 or has not completed 10 years of service, to elect a deferred pension commencing on the day following his normal retirement date equal to the pension at his credit under this Plan or a refund of his contributions with interest, and his contributions shall be refunded with interest if the member receives a refund of his contributions made in respect of basic pension for service with the Employer,
- provided that if the termination of service of the member occurs within 10 years before his normal retirement date, he may elect in lieu of a deferred pension under subparagraph (i) or (ii) above to receive an early retirement pension commencing at once in an amount that is actuarially equivalent to the deferred pension otherwise payable to him under this Plan.
9. Every pension payable under Sections 7 and 8 shall be payable in monthly instalments for the life of the member coincident with the payment of his basic pension provided that a total and permanent disability pension under Section 7(ii) may be suspended during any period of time before his normal retirement date that he is not totally and permanently disabled.

10. If on the death of a covered member a pension is payable to his widow or widower in respect of his basic pension, the widow or widower shall be entitled until death or remarriage to one-half of the pension

- (a) that the member was receiving under this Plan, or
- (b) that was at the credit of the member under this Plan immediately before his death, if he had not commenced to receive a pension,

provided that the pension payable to the widow or widower shall be reduced by  $2\frac{1}{2}\%$  for each year that the widow or widower is more than 10 years younger than the deceased member. If on the death or remarriage of a widow or widower who is receiving a pension under this section or on the death of a covered member who does not leave a widow or widower entitled to a pension under this section, there is a child or children of the member under the age of 18 years, or 21 years if attending an educational institution on a full time basis, the pension that was or would have been payable under this section to the widow or widower of the covered member shall be payable to the child or children while under the age of 18 years or 21 years if attending an educational institution on a full time basis.

11. If,

- (i) on the death of a covered member there is no widow, widower or children entitled to a pension under Section 10, or
- (ii) on the expiration of a pension under Section 10 to the widow, widower or children of a covered member, there is no person entitled to a pension under Section 10, an amount if any, equal to the contributions made by the covered member under this Plan, plus interest, less any pension already paid to the covered member, his widow, widower or children, will be refunded to the person who is entitled to a refund in respect of his basic benefits.

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12. Interest on the contributions to be refunded under this Plan shall be computed in the manner prescribed in Section 18 of the Regulations.
13. (a) The contributions made by a covered member under this Plan shall not be withdrawn in whole or in part while the covered member remains an employee of the Employer.  
(b) The interest of a person in this Plan and in any benefit payable under this Plan is not subject to garnishment, attachment, seizure, or other process of law, and is not assignable.
14. Every covered member shall be provided with a copy or explanation of this Plan.
15. The Employer may by by-law amend or discontinue this Plan or any part thereof with respect to his employees provided that any such amendment is not inconsistent with the Regulations and the Pension Benefits Act, 1965, as amended, and is approved by the Department of Municipal Affairs and that any such amendment or discontinuance shall not reduce the benefits of a covered member in respect of his service before the amendment or discontinuance.

# ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

## SCHEDULE 2

Factors for computing the amount of contributions and interest required to provide for the payment of a Normal or Early Retirement Pension or a Deferred Pension under a Supplementary Agreement.

The amount to be deducted under clause 5 of the Agreement to provide for payment of a pension in accordance with clause 3 of the Agreement to a covered member who receives a pension under section 12 or 15 of the Regulations is equal to the annual amount of his pension under the Agreement multiplied by the factor shown below for the age of the covered member on the last day of the month next preceding the month in which the pension becomes payable provided that where the birthday of the member does not fall within the month next preceding the commencement of the pension the appropriate factor shall be determined by the Secretary-Treasurer on a proportionate basis.

Age of Member	Factors for Contributions Made By		Age of Member	Factors for Contributions Made By	
	Employer	Member		Employer	Member
50	14.8769	15.1552	60	12.6884	13.2081
51	14.6845	14.9853	61	12.4318	12.9819
52	14.4864	14.8101	62	12.1662	12.7502
53	14.2829	14.6294	63	11.8915	12.5124
54	14.0736	14.4432	64	11.6078	12.2690
55	13.8589	14.2516	65	11.3175	12.0206
56	13.6380	14.0544	66	11.0226	11.7692
57	13.4112	13.8519	67	10.7245	11.5137
58	13.1777	13.6436	68	10.4227	11.2543
59	12.9368	13.4288	69	10.1150	10.9909

## SCHEDULE 3

Factors for computing the amount of contributions and interest required to provide for the payment of a Disability Retirement Pension under a Supplementary Agreement.

The amount to be deducted under clause 5 of the Agreement to provide for payment of a pension in accordance with clause 3 of the Agreement to a covered member who receives a pension under section 13 of the Regulation is equal to the annual amount of his pension under the Agreement multiplied by the factor shown below for the age of the covered member on the last day of the month next preceding the month in which the pension becomes payable provided that where the birthday of the member does not fall within the month next preceding the commencement of the pension the appropriate factor shall be determined by the Secretary-Treasurer on a proportionate basis.

Normal Retirement Age 65			Normal Retirement Age 60		
Age of Member	Factors for Contributions Made By		Age of Member	Factors for Contributions Made By	
	Employer	Member		Employer	Member
50	10.8374	12.5795	45	11.0966	12.8577
51	10.8694	12.5422	46	11.2028	12.8810
52	10.9014	12.5049	47	11.3089	12.9044
53	10.9334	12.4679	48	11.4150	12.9278
54	10.9654	12.4304	49	11.5211	12.9511
55	10.9974	12.3932	50	11.6272	12.9745
56	11.0294	12.3559	51	11.7333	12.9978
57	11.0614	12.3187	52	11.8395	13.0212
58	11.0934	12.2814	53	11.9456	13.0446
59	11.1254	12.2441	54	12.0517	13.0679
60	11.1575	12.2069	55	12.1578	13.0913
61	11.1895	12.1696	56	12.2639	13.1147
62	11.2215	12.1324	57	12.3700	13.1380
63	11.2536	12.0951	58	12.4762	13.1614
64	11.2855	12.0579	59	12.5823	13.1847
65	11.3175	12.0206	60	12.6884	13.2081

## SCHEDULE 4

Factors for computing the amount of contributions and interest required to provide for the payment of a pension under a Supplementary Agreement to the widow of a member who dies before a pension has become payable to him under the Agreement.

The amount to be deducted under clause 5 of the Agreement to provide for payment of a pension in accordance with clause 4 of the Agreement to the widow of a covered member who dies before a pension has become payable to him under this Agreement is equal to the annual amount of her pension under the Agreement multiplied by the factor shown below for her age on the last day of the month next preceding the month in which the pension becomes payable provided that where her birthday does not fall within the month next preceding the commencement of the pension the appropriate factor shall be determined by the Secretary-Treasurer on a proportionate basis and if on the death of a covered member his or her children are entitled to a pension under Section 14 of the Regulation the amount to be deducted under Clause 5 of the Agreement shall be the amount required to provide for payment of the pension to such children as determined by the Secretary-Treasurer.

Factors for Contributions Made By			Factors for Contributions Made By		
Age of Widow	Factors for Contributions Made By		Age of Widow	Factors for Contributions Made By	
	Employer	Member		Employer	Member
50	14.3755	14.9361	60	12.6884	13.2081
51	14.2743	14.8081	61	12.4318	12.9819
52	14.1560	14.6686	62	12.1662	12.7502
53	14.0211	14.5185	63	11.8915	12.5124
54	13.8705	14.3576	64	11.6078	12.2690
55	13.7020	14.1864	65	11.3175	12.0206
56	13.5272	14.0077	66	11.0226	11.7692
57	13.3385	13.8206	67	10.7245	11.5137
58	13.1358	13.6249	68	10.4227	11.2543
59	12.9191	13.4208	69	10.1150	10.9909

If on the date of commencement of a pension to which these schedules are applicable the rate of interest under section 7 of the Act for the issuance of Debentures in respect of monies paid to the Treasurer of Ontario on such date is  $6\frac{1}{2}\%$  per annum or more the Secretary-Treasurer shall substitute in the place of the appropriate factors shown above such lower factors as may be approved by the Board for the purpose.

These Schedules are applicable to contributions and interest received or credited under the Agreement on or after January 1, 1968 until amended by the Board.