



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* 297-78

Being a by-law to authorize  
Supplementary Benefits under  
the Ontario Municipal  
Employees Retirement System.

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WHEREAS under By-law 47-74 dated May 21st, 1974, The Corporation of the City of Brampton has elected to participate in the Ontario Municipal Employees Retirement System on behalf of its employees and councillors respectively.

AND WHEREAS pursuant to Section 23 of the Regulations made under The Ontario Municipal Employees Retirement System Act, R.S.O., 1970, as amended, 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 or councillors who are or become members of the System;

NOW THEREFORE be and it is hereby enacted that:

- (1) The Mayor and the Clerk are hereby authorized on behalf of The Corporation of the City of Brampton 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.

SCHEDULE A  
ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM  
SUPPLEMENTARY BENEFITS AGREEMENT

No. ...101.....

THIS AGREEMENT made this .....16th..... day of .....October....., 19 78...

pursuant to section 23 of Ontario Regulation 936, 1977, as heretofore and hereafter amended, (herein called the "Regulation"), being a regulation made under The Ontario Municipal Employees Retirement System Act, R.S.O. 1970, Chapter 324, as heretofore and hereafter amended from time to time, (herein called the "Act"),

BETWEEN

the ONTARIO MUNICIPAL EMPLOYEES RETIREMENT BOARD (herein called the "Board"),

and

CITY OF BRAMPTON

(herein called the "Employer").

WHEREAS under the Regulation which became effective January 1, 1978 provision was made for highest average earnings pension benefits and in connection therewith subsection 23(14) of the Regulation provides that a supplementary agreement in force on the 31st day of December, 1977 shall be deemed to be amended as of the 1st day of January, 1978, until such time as it is amended in fact, to eliminate supplementary benefits duplicated by a benefit otherwise payable under the Regulation.

AND WHEREAS for those employers who had supplementary agreements in force on December 31, 1977 and which continue to be in force as of the date hereof this Agreement shall be effective as of January 1, 1978 and otherwise this Agreement shall be effective as of the Plan effective date as defined in the Plan.

AND WHEREAS it is understood that as provided for by subsections 23(15), (16), and (17) of the Regulation it is contemplated, that, except to the extent otherwise provided for in such subsections, monies held in the Fund in connection with an earlier supplementary agreement to which the Board and the Employer were parties shall continue to be held to the extent necessary to provide the benefits provided for in this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained the Board and the Employer do hereby covenant and agree:

1. Words and phrases used in this Agreement and in Schedule I hereto which are used in the Act and Regulation shall, unless the context in which they are used clearly indicates a contrary intention, have the meaning given to them under the Act and the Regulation, and
  - (a) "capital cost" of any benefit payable under this Agreement shall be the present value of the amount required by the Board to provide for the payment of such benefit and shall be determined by the executive-director on the advice of the actuary in accordance with the practice of the Board in effect at the time the benefit becomes payable;
  - (b) "covered member" shall mean a member of the System to whom the Plan is applicable;
  - (c) "Fund" shall mean the Ontario Municipal Employees Retirement Fund;
  - (d) "Plan" shall mean the Supplementary Pension Plan which is attached hereto as Schedule I and which forms part of this Agreement; and
  - (e) "Plan contribution" shall mean any amount payable by the covered members or the Employer under this Agreement to provide the benefits of the Plan.
2. Benefits payable under this Agreement in respect of a covered member shall be as set out in the Plan.
3. The Employer shall provide each covered member with either a written explanation of the benefits and terms and conditions of the Plan and of any amendments made from time to time, or a copy of the Plan and any amendments made from time to time.
4. The executive director shall determine whether or not a benefit is payable and the amount of any benefit that is payable under this Agreement.
5. The Board, on the advice of the actuary, shall determine the Plan contributions payable under this Agreement and the Employer shall pay or cause to be paid to the Board such Plan contributions.
6. For the management and administration of this Agreement, each year the Board shall deduct one per cent of any Plan contributions paid or required to be paid to the Board for that year.
7. Plan contributions, including the monies referred to in the last recital hereto, less deductions for management and administration and other monies required for current expenditures under the Plan (hereinafter called the "Supplementary Fund") shall be commingled with and form part of the Fund and be invested and otherwise dealt with in the manner provided for in the Act with respect to the Fund. The Board shall keep or cause to be kept books of account, records and documents of the Supplementary Fund and whatever information is necessary for the financial, administrative and actuarial requirements of the Supplementary Fund and the Plan including, without limit to the generality of the foregoing, such books of account, records and documents, on any such basis, as may be reasonably required to ascertain in a uniform and equitable manner the interest of the Supplementary Fund in the Fund and in other funds commingled therewith and, subject to section 12 hereof, the rate of return thereon. Subject to this Agreement the Supplementary Fund shall be held by the Board solely to provide the benefits under this Agreement.
8. Notwithstanding anything in this Agreement, the provisions of The Pension Benefits Act, R.S.O. 1970, Chapter 342, and the Regulations thereunder all as heretofore and hereafter amended, shall prevail in respect of this Agreement and the Board shall provide The Pension Commission of Ontario with such information and calculations as may be required thereunder.
9. The Employer shall provide the Board and the Board shall provide the Employer with such information as may be required for the administration of this Agreement.
10. When a benefit becomes payable under this Agreement the Board shall deduct the capital cost of such benefit from the Supplementary Fund and add such amount to the Fund and the Board shall then assume full liability for the payment of such benefit.

11. Notwithstanding section 10 above, if a capital cost deduction would reduce the balance in the Supplementary Fund held in respect of the remaining covered members to an amount which is less than the sum of the contributions made by such covered members plus the interest credited thereon, an amount sufficient to make such reduction shall be paid forthwith by the Employer to the Board failing which the benefit shall be reduced accordingly.
12. In any year the income credited to monies held in the Supplementary Fund shall be calculated as follows:
  - (a) for monies held in the Supplementary Fund on December 31, 1977, if any, interest thereon shall continue to be credited according to the annual rate of interest on applicable debentures issued to the Board under section 7 of the Act, until the end of the term of each such debenture and thereafter at the rate provided for in clause (b) below; and
  - (b) for monies credited to the Supplementary Fund on or after January 1, 1978, income shall be credited, from the first day of the month following the month such monies are credited to the Supplementary Fund, at a rate determined each year by the Board, which is equal to the rate of return earned in the previous year by that portion of the Fund referred to in subsections (3a) and (3b) of section 7 of the Act.
13. It is understood that the provisions of the Act and the Regulation shall, except where otherwise specifically provided for herein, apply to the provisions of this Agreement and to the Plan to the same extent and with the same effect as would be the case if the provisions of this Agreement and the Plan were set out in the Regulation. In this connection it is understood that, if and to the extent the provisions of the Regulation are inconsistent herewith, the Regulation shall govern. It is also understood that all prior supplementary agreements between the parties hereto are terminated as at the close of business on December 31, 1977.

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

FOR THE EMPLOYER:

DATED: ..... November 6, 1978 .....

*James E. Archdekin*  
 James E. Archdekin, Mayor  
*Ralph A. Everett*  
 Ralph A. Everett, Acting Clerk

.....  
 (SEAL)

FOR THE BOARD:

DATED: .....


.....  
 Executive Director

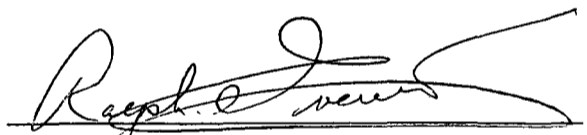
(SEAL)

(3) Two Certified copies of this By-law shall be filed with the Executive-Director of the Ontario Municipal Employees Retirement Board.

(4) This By-law shall come into force on the day of its passing.

Read a FIRST, SECOND and THIRD time and passed in Open Council this 6th day of November, 1978.

  
James E. Archdekin, Mayor

  
Ralph A. Everett, Acting Clerk

PASSED November 6th 1978

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