



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 12 - 76

Being a By-law to authorize the amendment of a Supplementary Agreement under the Ontario Municipal Employees Retirement System Act

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 or amend 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;

AND WHEREAS The Corporation of the City of Brampton has entered into a Supplementary Agreement with the Ontario Municipal Employees Retirement Board dated


AND WHEREAS it is deemed advisable to amend the said Agreement;

NOW THEREFORE be and it is hereby enacted that:

1. The Mayor and Clerk are hereby authorized on behalf of The Corporation of the City of Brampton to enter into an agreement in the form attached hereto as Schedule A with the Ontario Municipal Employees Retirement Board.
2. The Treasurer is hereby authorized to do such things as are necessary under this 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.

Enacted and Passed this 16th day of January, 1976.


JAMES E. ARCHDEKIN MAYOR


KENNETH R. RICHARDSON CLERK

SCHEDULE A

ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

AN AGREEMENT AMENDING SUPPLEMENTARY AGREEMENT NO. 101

THIS AGREEMENT made this 31st day of December 19 75

pursuant to Section 23 of Ontario Regulation 456, 1975, as amended, under The Ontario Municipal Employees Retirement System Act, R.S.O., 1970, as amended,

BETWEEN

THE ONTARIO MUNICIPAL EMPLOYEES RETIREMENT BOARD herein called the Board and

THE CITY OF BRAMPTON

herein called the Employer

WHEREAS the Board and the Employer have entered into an agreement dated June 15, 1973

herein called the Agreement, pursuant to Section 23 of Ontario Regulation 456, 1975 or predecessor thereof

AND WHEREAS it is desirable to amend the said agreement

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

- 1. Schedule A of Supplementary Agreement No. 101 be replaced as at January 1, 1975 by Schedule A attached hereto.
2. Schedule 1, Part B of Supplementary Agreement No. 101 be replaced as at January 1, 1975 by Schedule 1, Part B, dated December 31, 1975 in respect of J. Galway and M. I. McLeod.
3. Schedule 1 of Supplementary Agreement No. 101 be amended as at January 1, 1975 by adding thereto Part C, dated December 31, 1975, which is the Supplementary Pension Plan for non-union employees.
4. Schedule 1 of Supplementary Agreement No. 101 be amended as at January 1, 1975 by adding thereto Part D, dated December 31, 1975, which is the Supplementary Pension Plan for Firemen, excluding the Fire Chief and the Deputy Fire Chief.

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

CORPORATION OF THE CITY OF BRAMPTON

Employer

James E. Archibald
Herbert R. Richardson (SEAL)

DATED JANUARY 20, 1976

Ontario Municipal Employees Retirement Board

DATED January 26, 1976

Executive Director (SEAL)

SCHEDULE A
ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM
SUPPLEMENTARY BENEFITS AGREEMENT

No.....

THIS AGREEMENT made this.....day of 19.....

pursuant to section 23 of Ontario Regulation 456, 1975, as amended, being a Regulation made under The Ontario Municipal Employees Retirement System Act Revised Statutes of Ontario, 1970, Chapter 324 as amended,

BETWEEN

THE ONTARIO MUNICIPAL EMPLOYEES RETIREMENT BOARD herein called the "Board"

and

herein called the "Employer".

WITNESSETH THAT in consideration of the mutual covenants and agreements 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, Revised Statutes of Ontario, 1970, Chapter 324 as amended and the regulations made thereunder, and
 - (a) "contribution" means any amount required to be paid under the terms of the Plan by or in respect of the covered members;
 - (b) "covered member" means a member of the System to whom the Plan is applicable;
 - (c) "Plan" means the Supplementary Pension Plan attached hereto as Schedule 1 and forming part of this Agreement;
 - (d) "Regulation" means Ontario Regulation 456, 1975, as amended.
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 as determined by the Board shall not be less than the amount required to be paid in the year under The Pension Benefits Act, Revised Statutes of Ontario, 1970, Chapter 342.
3. Each covered member on becoming entitled to a pension under section 12, 13 or 15 of the Regulation shall, subject to clause 5 of this Agreement, 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 such member under the Regulation in respect of the member's contributory earnings.
4. (a) If on the death of a covered member either before or after the commencement of a pension to the member under this Agreement a pension is payable to the widow, widower or child of the member under section 14 of the Regulation, a pension shall be payable under this Agreement to such widow, widower or child coincident with and for the same duration as the pension which is payable to the widow, widower or child under section 14 of the Regulation, and the amount of pension so payable under this Agreement to the widow or widower shall be
 - (i) one-half of the annual pension that the covered member was receiving under this Agreement immediately before his death, or if he was not receiving such a pension one-half of the deferred pension to which he would have been entitled under this Agreement if he had terminated his service immediately before his death, less
 - (ii) two and one-half percent of the annual pension computed under sub-paragraph (i) for each complete year that the age of the widow or widower is more than ten years less than the age of the covered member, plus
 - (iii) one-fifth of the annual pension computed in sub-paragraph (i) multiplied by the number of children of the covered member who from time to time are under the age of 18 years or 21 years if attending an educational institution on a full-time basis, but not exceeding 50% of the annual pension computed under sub-paragraph (i),and the annual amount of pension payable under this Agreement to a child of a covered member shall be the amount computed under sub-paragraph (i) divided by the number of children of the covered member who from time to time are under the age of 18 years or 21 years if attending an educational institution of a class determined by the Board on a full time basis.
 - (b) No pension shall be payable to a widow, widower or child under subclause (a) of clause 4 in respect of any amount of pension payable to the member that, under the terms of this Agreement will cease on the member's attaining age 65 or on his commencing to receive a pension under the Canada Pension Plan.
 - (c) If on the termination of service or death of a covered member or the expiration of a pension to the widow, widower or child of a covered member, no person is or will become entitled to a pension under this Agreement in respect of the covered member, an amount equal to the contributions made by the member under this Agreement with interest as prescribed in section 18 of the Regulation, less the aggregate amount of benefits paid under this Agreement to or in respect of the member, shall be refunded to the person who is entitled under section 18 of the Regulation to receive a refund in respect of the covered member.
5. When a contribution is paid into the Fund under this 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, widower or child of a member who died before a pension became payable to such member 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 Executive Director 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) the Employer to amend the Plan or any part thereof provided that the amended provisions are not inconsistent with section 23 of the Regulation.
9. The Board shall deduct from contributions paid into the Fund an amount equal to 1 percent 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 members 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, Revised Statutes of Ontario, 1970, Chapter 342.
13. The Board shall provide The Pension Commission of Ontario with such information and calculations as may be required under The Pension Benefits Act, Revised Statutes of Ontario, 1970, Chapter 342.
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 under the Plan.
15. All the provisions and benefits, rights and obligations contained in the supplementary agreement between the Board and the Township of Chinguacousy, Agreement #119, dated the 25th day of September, 1973 and passed under By-law Number 256-73, dated the 2nd day of October, 1973 are continued.

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

CORPORATION OF THE CITY OF BRAMPTON

Employer

James E. Richardson
Herbert R. Richardson (SEAL)

DATED... JANUARY 20, 1976

ONTARIO MUNICIPAL EMPLOYEES RETIREMENT BOARD

DATED... *January 26, 1976*

George W. ...
Executive Director (SEAL)

ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

Schedules 2, 3 and 4

The amount to be deducted under clause 5 of the Agreement to provide for a payment of a pension to a covered member in accordance with clause 3 of the Agreement, or to the widow, widower or child of a covered member in accordance with clause 4 of the Agreement, is the annual amount of pension so payable multiplied by the factor,

- (a) in Schedule 2, if the pension is payable to a covered member who receives a pension under section 12 or 15 of the Regulation;
 - (b) in Schedule 3, if the pension is payable to a covered member who receives a pension under section 13 of the Regulation;
 - (c) in Schedule 4, if the pension is payable to the widow or widower of a covered member who dies before a pension has become payable to the covered member under the Agreement, and
 - (d) determined by the Executive Director, if the pension is payable to the child of a covered member who dies before a pension has become payable to him under the Agreement,
- for the age of the covered member, widow, widower or child, as the case may be, on the last day of the month next preceding the month in which payment of the pension commences provided that,
- (e) where the birthday of the member, widow, widower or child to whom the pension is payable does not fall within the month next preceding the month in which payment of the pension commences, the appropriate factor shall be determined by the Executive Director on a proportionate basis, and
 - (f) if the pension is payable for a month previous to the month in which payment of the pension commences, the amount to be deducted under clause 5 of the Agreement shall be the amount calculated as herein provided plus the amount of pension payable for such previous month, and
 - (g) if 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 in the first month for which a pension, to which these schedules are applicable, is payable to a covered member, the widow, widower or children, is 6½% or more, the Executive Director shall substitute in the place of the factors shown below such lower factors as may be approved by the Board for the purpose.

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.

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.

Age of Member	Normal Retirement Age 65 Factors for Contributions Made By		Age of Member	Normal Retirement Age 60 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	12.4677	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	11.2535	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 or widower of a member who dies before a pension has become payable to him under the Agreement.

Age of Widow or Widower	Factors for Contributions Made By		Age of Widow or Widower	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

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.

SCHEDULE "1"

PART B

ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

Supplementary Pension Plan

Dated December 31, 1975

1. This Supplementary Pension Plan is applicable to members of the Ontario Municipal Employees Retirement System employed by the City of Brampton, herein called the Employer, as management, supervisory and key personnel as determined by the Employer, in respect of their service with the Employer and with the Town of Brampton as a predecessor employer.
2. In this Plan
 - (a) "Act" means The Ontario Municipal Employees Retirement System Act, R.S.O. 1970, c. 324 as amended;
 - (b) "Agreement" means the agreement made or to be made under Section 23 of the Regulation for the purpose of carrying out this Plan;
 - (c) "average earnings" means the average earnings of a covered member during the five years of January 1970 to December 1974 inclusive in respect of his service to which this Plan is applicable;
 - (d) "basic pension" of a covered member means the pension payable under Sections 12, 13, 14 and 15 of the Regulation in respect of his contributory earnings under the Regulation;
 - (e) "covered member" means J. Galway and M. I. McLeod;
 - (f) "deferred pension" means a pension payable under this Plan to a former employee commencing on the day following his normal retirement date;
 - (g) "earnings" of a covered member means his remuneration from the Employer on which a contribution is payable under Section 9 of the Regulation excluding any payments in lieu of sick leave;
 - (h) "effective date" of this Plan means January 1, 1975 and the plan year shall end on December 31 of each year thereafter;
 - (i) "normal retirement date" of a covered member means the last day of the month in which he attains his 65th birthday;
 - (j) "Plan" means this Supplementary Pension Plan and "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;
 - (k) "prior service agreement" means an agreement entered into under Section 21 of the Regulation;

- (l) "Regulation" means Ontario Regulation 456, 1975 including amendments from time to time;
 - (m) "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,and "credited service" has the meaning given to it in Section 5 of this Plan;
 - (n) "service date" of a covered member means the date on which his credited service commences, but in no case shall the service date be later than the date of enrolment of the member in the System as an employee of the Employer;
 - (o) "total and permanent disability" means total and permanent disability as defined in the Regulation and "permanent partial disability" means being unable to perform the duties of employment due to mental or physical incapacity as declared by the Employer;
 - (p) "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 Regulation in respect of his service with the Employer whichever is the later date.
4. (a) Each covered member shall not contribute to this Plan 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 to provide for payment of the benefits under 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, R.S.O. 1970, c. 342 as amended.
5. The credited service of a covered member shall consist of
- (a) his continuous service, prior to the effective date of this Plan, for which the contributions required to be made by the member under Section 9 of the Regulation have been made and have not been refunded, and

- (b) his continuous service immediately before the effective date of participation of the Employer in the System excluding any such service
 - (i) for which a contribution made by the member to an approved pension plan or a prior service agreement has been refunded, or
 - (ii) for which the member was entitled to make a contribution to an approved pension plan or to a prior service agreement and failed to do so.

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 his credited service up to a maximum of 35 years reduced by
- (a) 0.7% of the lesser of such average earnings or \$7,400 multiplied by the number of years of his credited service before the effective date of this agreement and after January 1, 1966 up to a maximum of 35 years, and
 - (b) the annual amount of pension payable to the member under Section 12 of the Regulation in respect of his contributory earnings for credited service up to that time, and
 - (c) the annual amount of pension payable to the member under a prior service agreement or an approved pension plan commencing on his retirement on or after his normal retirement date as defined in this Plan excluding the annual amount of pension purchased by voluntary contributions made by the member under an approved pension plan

and the Appendix attached shows the amount of pension under this Plan at the credit of each member provided that where a covered member becomes entitled to a pension under subsection (c) of Section 7, the amount of pension at his credit under this Plan shall be recalculated by adding to the amount listed on the Appendix, the amount by which the pension payable to the member under Section 12 of the Regulation, a prior service agreement, or an approved pension plan if any commencing on the day following his normal retirement date exceeds the amount payable to him under Section 15 of the Regulation, the prior service agreement, or the approved pension plan if any commencing on the day on which his pension under the Agreement becomes payable and further provided that the pension payable under this Plan when added to any amounts payable under the Regulation, prior service agreement or approved pension plan shall not be more than the amount prescribed under Section 250(4) of The Municipal Act, R.S.O. 1970, c. 284 as amended.

7. Each covered member who retires from the service of the Employer

- (a) on or after his normal retirement date, or
- (b) due to total and permanent disability and is entitled to a pension under Section 13 of the Regulation, or
- (c) within 10 years before his normal retirement date and after he either has completed 30 years of service or is declared to be permanently partially disabled by the Employer

shall be entitled to receive the pension at his credit under this Plan commencing on the first day of the month next following his retirement but not before the commencement of his basic pension.

8. Each covered member who ceased to be employed by the Employer before his normal retirement date and is not entitled to a pension under Section 7 shall,

- (a) if he has attained age 45 and has completed 10 years of continuous service, be entitled to a deferred pension equal to the pension at his credit under this Plan at the date of termination of his service, or
- (b) if he has not attained age 45 or has not completed 10 years of continuous service, be entitled to a deferred pension equal to the pension at his credit under this Plan at the date of termination of his service unless he elects a refund of his contributions made under Section 9 of the Regulation in respect of his basic benefits in which case he shall cease to have any rights under this Plan,

provided that if the member elects and receives an early retirement pension under Section 15 of the Regulation his deferred pension under subparagraph (a) or (b) above shall be payable coincident with such early retirement pension in an amount which is actuarially equivalent to the deferred pension.

9. Subject to Section 6, every pension payable to a covered member under Section 7 or 8 shall be payable in monthly instalments for his life coincident with the payment of his basic pension provided that a total and permanent disability pension under Section 7(b) 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 spouse in respect of his basic pension, the spouse shall be entitled until death or remarriage to one-half of the pension that was payable to the member or was at his credit under Section 6 immediately before his death, provided that the pension payable to the spouse,

- (a) shall be reduced by 2 1/2% for each year that the spouse is more than 10 years younger than the deceased member, and
 - (b) shall be increased by one-fifth in respect of each child of the deceased member who is under the age of 18 years or 21 years if attending an educational institution on a full time basis but in no event shall the total amount of such increase exceed 25% of the pension payable to the member under this Plan.
11. If on the death or remarriage of a spouse who is receiving a pension in respect of a covered member under Section 10 or on the death of a member who does not leave a spouse entitled to a pension under Section 10, 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 child or children shall be entitled while under the age of 18 years or 21 years if attending an educational institution on a full time basis to one-half of the pension that was payable to the member or was at his credit under Section 6 immediately before his death.
12. If on the death of a covered member or on the expiration of a pension under Section 10 or 11 there is no person who is or may become entitled to a pension under Section 10 or 11 in respect of the member, an amount, if any, equal to the contributions made by the member under this Plan, plus interest, less any pension already paid to the member, his spouse, or children, will be refunded to the person who is entitled to a refund in respect of his basic benefits.
13. Interest on the contributions to be refunded under this Plan shall be computed in the manner prescribed in Section 18 of the Regulation.
14. (a) The contributions made by a covered member under this Plan shall not be withdrawn in whole or in part while the 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.
15. The Employer shall provide every covered member with a copy or explanation of this Plan.
16. Subject to any collective agreements to the contrary, the Employer may by by-law or resolution amend or discontinue this Plan or any part thereof with respect to his employees provided that any such amendment or discontinuance is not inconsistent

with the Regulation and The Pension Benefits Act, R.S.O. 1970, c. 342 as amended, 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.

APPENDIX "A"

SUPPLEMENTARY PENSION PLAN

for Management, Supervisory & Key Personnel

for the City of Brampton

NORMAL RETIREMENT AGE 65

Name	Sex	Date of Birth			Annual Pension
		DD	MM	YY	
Galway, J.	M	09	11	21	\$7,618
McLeod, M. I.	F	23	12	23	6,360

SCHEDULE "1"

PART C

ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

Supplementary Pension Plan

Dated December 31, 1975

1. This Supplementary Pension Plan is applicable to members of the Ontario Municipal Employees Retirement System employed by the City of Brampton, herein called the Employer, as non-union personnel in respect of their service with the Employer and with the Town of Brampton or the Township of Chinguacousy as a predecessor employer.

2. In this Plan
 - (a) "Act" means The Ontario Municipal Employees Retirement System Act, R.S.O. 1970, c. 324 as amended;
 - (b) "Agreement" means the agreement made or to be made under Section 23 of the Regulation for the purpose of carrying out this Plan;
 - (c) "average earnings" means the average earnings of a covered member during the five years of January 1970 to December 1974 inclusive in respect of his service to which this Plan is applicable;
 - (d) "basic pension" of a covered member means the pension payable under Sections 12, 13, 14 and 15 of the Regulation in respect of his contributory earnings under the Regulation;
 - (e) "covered member" means an employee of the Employer who is a member of the System on the effective date and whose name is listed on Appendix A;
 - (f) "deferred pension" means a pension payable under this Plan to a former employee commencing on the day following his normal retirement date;
 - (g) "earnings" of a covered member means his remuneration from the Employer on which a contribution is payable under Section 9 of the Regulation excluding any payments in lieu of sick leave;
 - (h) "effective date" of this Plan means January 1, 1975 and the plan year shall end on December 31 of each year thereafter;
 - (i) "normal retirement date" of a covered member means the last day of the month in which he attains his
 - (i) 60th birthday, if he is the Fire Chief or the Deputy Fire Chief, or
 - (ii) 65th birthday, if other;
 - (j) "Plan" means this Supplementary Pension Plan and "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;

(k) "prior service agreement" means an agreement entered into under Section 21 of the Regulation;

(l) "Regulation" means Ontario Regulation 456, 1975 including amendments from time to time;

(m) "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,

and "credited service" has the meaning given to it in Section 5 of this Plan;

(n) "service date" of a covered member means the date on which his credited service commences, but in no case shall the service date be later than the date of enrolment of the member in the System as an employee of the Employer;

(o) "total and permanent disability" means total and permanent disability as defined in the Regulation;

(p) "Year's Maximum Pensionable Earnings" means the Year's Maximum Pensionable Earnings as defined in the Canada Pension Plan.

3. This Plan shall be applicable to the covered members listed on Appendix A.

4. (a) No contributions shall be payable to this Plan by a covered member.

(b) The Employer shall contribute to this Plan such amounts as may be required 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, R.S.O. 1970, c. 342 as amended.

5. The credited service of a covered member shall consist of

(a) his continuous service, prior to the effective date of this Plan, for which the contributions required to be made by the member under Section 9 of the Regulation have been made and have not been refunded, and

(b) his continuous service immediately before the effective date of participation of the Employer in the System excluding any such service

- (i) for which a contribution made by the member to an approved pension plan or a prior service agreement has been refunded, or
- (ii) for which the member was entitled to make a contribution to an approved pension plan or to a prior service agreement and failed to do so.

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 his credited service up to a maximum of 35 years reduced by

- (a) 0.7% of the lesser of such average earnings or \$7,400 multiplied by the number of years of his credited service before the effective date of this agreement and after January 1, 1966 up to a maximum of 35 years, and
- (b) the annual amount of pension payable to the member under Section 12 of the Regulation in respect of his contributory earnings for credited service up to that time, and
- (c) the annual amount of pension payable to the member under a prior service agreement or an approved pension plan commencing on his retirement on or after his normal retirement date as defined in this Plan excluding the annual amount of pension purchased by voluntary contributions made by the member under an approved pension plan

and the Appendix attached shows the amount of pension under this Plan at the credit of each member provided that the amount of pension at the credit of a covered member under this Plan shall not be more than the amount prescribed under Section 250(4) of The Municipal Act, R.S.O. 1970, c. 284 as amended.

7. Each covered member who retires from the service of the Employer

- (a) on or after his normal retirement date, or
- (b) due to total and permanent disability and is entitled to a pension under Section 13 of the Regulation

shall be entitled to receive the pension at his credit under this Plan commencing on the first day of the month next following his retirement but not before the commencement of his basic pension.

8. Every 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,

- (a) if he has attained age 45 and has completed 10 years of continuous service, be entitled to a deferred pension equal to the pension at

his credit under this Plan at the date of termination of his service, or
(b) if he has not attained age 45 or has not completed 10 years of continuous service, be entitled to a deferred pension equal to the pension at his credit under this Plan at the date of termination of his service unless he elects a refund of his contributions made under Section 9 of the Regulation in respect of his basic benefits in which case he shall cease to have any rights under this Plan,

provided that if the member elects and receives an early retirement pension under Section 15 of the Regulation his deferred pension under subparagraph (a) or (b) above shall be payable coincident with such early retirement pension in an amount which is actuarially equivalent to the deferred pension.

9. Subject to Section 6, every pension payable to a covered member under Section 7 or 8 shall be payable in monthly instalments for his life coincident with the payment of his basic pension provided that a total and permanent disability pension under Section 7(b) 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 spouse in respect of his basic pension, the spouse shall be entitled until death or remarriage to one-half of the pension that was payable to the member or was at his credit under Section 6 immediately before his death, provided that the pension payable to the spouse,
 - (a) shall be reduced by 2 1/2% for each year that the spouse is more than 10 years younger than the deceased member, and
 - (b) shall be increased by one-fifth in respect of each child of the deceased member who is under the age of 18 years or 21 years if attending an educational institution on a full time basis but in no event shall the total amount of such increase exceed 25% of the pension payable to the member under this Plan.
11. If on the death or remarriage of a spouse who is receiving a pension in respect of a covered member under Section 10 or on the death of a member who does not leave a spouse entitled to a pension under Section 10, 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 child or children shall be entitled while under the age of 18 years or 21 years if attending an educational institution on a full time basis to one-half of the pension that was payable to the member or was at his credit under Section 6 immediately before his death.

12. If on the death of a covered member or on the expiration of a pension under Section 10 or 11 there is no person who is or may become entitled to a pension under Section 10 or 11 in respect of the member, an amount, if any, equal to the contributions made by the member under this Plan, plus interest, less any pension already paid to the member, his spouse, or children, will be refunded to the person who is entitled to a refund in respect of his basic benefits.

13. Interest on the contributions to be refunded under this Plan shall be computed in the manner prescribed in Section 18 of the Regulation.
 - (a) The contributions made by a covered member under this Plan shall not be withdrawn in whole or in part while the 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.

15. The Employer shall provide every covered member with a copy or explanation of this Plan.

16. Subject to any collective agreements to the contrary, the Employer may by by-law or resolution amend or discontinue this Plan or any part thereof with respect to his employees provided that any such amendment or discontinuance is not inconsistent with the Regulation and The Pension Benefits Act, R.S.O. 1970, c. 342 as amended, 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.

APPENDIX "A"

SUPPLEMENTARY PENSION PLAN

for non-union personnel of

the City of Brampton

NORMAL RETIREMENT AGE 60

Name	Sex	Date of Birth			Annual Pension
		DD	MM	YY	
Brunne, J. R.	M	15	03	31	\$ 73
Gowland, M. J.	M	31	08	14	5,009

APPENDIX "A"

SUPPLEMENTARY PENSION PLAN

for non-union personnel of

the City of Brampton

NORMAL RETIREMENT AGE 65

Name	Sex	Date of Birth			Annual Pension
		DD	MM	YY	
Adams, F.	M	11	03	33	\$ 549
Coffey, V. M.	M	30	07	17	1,008
Copeland, G. M.	M	09	12	14	287
MacGregor, W. E.	M	28	05	26	590
Montgomery, J. W.	M	19	05	19	86
Powis, J. W.	M	22	07	16	722
Richardson, K. R.	M	23	07	37	153
Tufts, R. D.	M	03	09	28	527
Turner, H. L.	M	01	08	18	1,691
Warren, D.	M	24	01	27	1,963
Wood, L. S.	M	20	02	17	444

SCHEDULE "1"

PART D

ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

Supplementary Pension Plan

Dated December 31, 1975

1. This Supplementary Pension Plan is applicable to members of the Ontario Municipal Employees Retirement System employed by the City of Brampton, herein called the Employer, as firemen excluding the Fire Chief and the Deputy Fire Chief in respect of their service with the Employer and with the Town of Brampton or the Township of Chinguacousy as a predecessor employer.
2. In this Plan
 - (a) "Act" means The Ontario Municipal Employees Retirement System Act, R.S.O. 1970, c. 324 as amended;
 - (b) "Agreement" means the agreement made or to be made under Section 23 of the Regulation for the purpose of carrying out this Plan;
 - (c) "average earnings" means the average earnings of a covered member during the five years of January 1969 to December 1973 inclusive in respect of his service to which this Plan is applicable;
 - (d) "basic pension" of a covered member means the pension payable under Sections 12, 13, 14 and 15 of the Regulation in respect of his contributory earnings under the Regulation;
 - (e) "covered member" means an employee of the Employer who is a member of the System on the effective date and whose name is listed on Appendix A;
 - (f) "deferred pension" means a pension payable under this Plan to a former employee commencing on the day following his normal retirement date;
 - (g) "earnings" of a covered member means his remuneration from the Employer on which a contribution is payable under Section 9 of the Regulation excluding any payments in lieu of sick leave;
 - (h) "effective date" of this Plan means January 1, 1975 and the plan year shall end on December 31 of each year thereafter;
 - (i) "normal retirement date" of a covered member means the last day of the month in which he attains his 60th birthday;
 - (j) "Plan" means this Supplementary Pension Plan and "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;
 - (k) "prior service agreement" means an agreement entered into under Section 21 of the Regulation;

- (l) "Regulation" means Ontario Regulation 456, 1975 including amendments from time to time;
 - (m) "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,and "credited service" has the meaning given to it in Section 5 of this Plan;
 - (n) "service date" of a covered member means the date on which his credited service commences, but in no case shall the service date be later than the date of enrolment of the member in the System as an employee of the Employer;
 - (o) "total and permanent disability" means total and permanent disability as defined in the Regulation;
 - (p) "Year's Maximum Pensionable Earnings" means the Year's Maximum Pensionable Earnings as defined in the Canada Pension Plan.
3. This Plan shall be applicable to the covered members listed on Appendix A.
4. (a) No contributions shall be payable to this Plan by a covered member.
- (b) The Employer shall contribute to this Plan such amounts as may be required 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, R.S.O. 1970, c. 342 as amended.
5. The credited service of a covered member shall consist of
- (a) his continuous service, prior to the effective date of this Plan, for which the contributions required to be made by the member under Section 9 of the Regulation have been made and have not been refunded, and
 - (b) his continuous service immediately before the effective date of participation of the Employer in the System excluding any such service
 - (i) for which a contribution made by the member to an approved pension plan or a prior service agreement has been refunded, or
 - (ii) for which the member was entitled to make a contribution to an approved pension plan or to a prior service agreement and failed

to do so.

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 his credited service up to a maximum of 35 years reduced by

- (a) 0.7% of the lesser of such average earnings or \$7,400 multiplied by the number of years of his credited service before the effective date of this agreement and after January 1, 1966 up to a maximum of 35 years, and
- (b) the annual amount of pension payable to the member under Section 12 of the Regulation in respect of his contributory earnings for credited service up to that time, and
- (c) the annual amount of pension payable to the member under a prior service agreement or an approved pension plan commencing on his retirement on or after his normal retirement date as defined in this Plan excluding the annual amount of pension purchased by voluntary contributions made by the member under an approved pension plan

and the Appendix attached shows the amount of pension under this Plan at the credit of each member provided that the amount of pension at the credit of a covered member under this Plan shall not be more than the amount prescribed under Section 250(4) of The Municipal Act, R.S.O. 1970, c. 284 as amended.

7. Each covered member who retires from the service of the Employer

- (a) on or after his normal retirement date, or
- (b) due to total and permanent disability and is entitled to a pension under Section 13 of the Regulation

shall be entitled to receive the pension at his credit under this Plan commencing on the first day of the month next following his retirement but not before the commencement of his basic pension.

Every 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,

- (a) if he has attained age 45 and has completed 10 years of continuous service, be entitled to a deferred pension equal to the pension at his credit under this Plan at the date of termination of his service, or
- (b) if he has not attained age 45 or has not completed 10 years of continuous service, be entitled to a deferred pension equal to the pension at his credit under this Plan at the date of termination of his service unless he elects a refund of his contributions made under Section 9 of the

Regulation in respect of his basic benefits in which case he shall

cease to have any rights under this Plan,

provided that if the member elects and receives an early retirement pension under Section 15 of the Regulation his deferred pension under subparagraph (a) or (b) above shall be payable coincident with such early retirement pension in an amount which is actuarially equivalent to the deferred pension.

9. Subject to Section 6, every pension payable to a covered member under Section 7 or 8 shall be payable in monthly instalments for his life coincident with the payment of his basic pension provided that a total and permanent disability pension under Section 7(b) 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 spouse in respect of his basic pension, the spouse shall be entitled until death or remarriage to one-half of the pension that was payable to the member or was at his credit under Section 6 immediately before his death, provided that the pension payable to the spouse,
 - (a) shall be reduced by 2 1/2% for each year that the spouse is more than 10 years younger than the deceased member, and
 - (b) shall be increased by one-fifth in respect of each child of the deceased member who is under the age of 18 years or 21 years if attending an educational institution on a full time basis but in no event shall the total amount of such increase exceed 25% of the pension payable to the member under this Plan.
11. If on the death or remarriage of a spouse who is receiving a pension in respect of a covered member under Section 10 or on the death of a member who does not leave a spouse entitled to a pension under Section 10, 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 child or children shall be entitled while under the age of 18 years or 21 years if attending an educational institution on a full time basis to one-half of the pension that was payable to the member or was at his credit under Section 6 immediately before his death.
12. If on the death of a covered member or on the expiration of a pension under Section 10 or 11 there is no person who is or may become entitled to a pension under Section 10 or 11 in respect of the member, an amount, if any, equal to the contributions made by the member under this Plan, plus interest, less any pension already paid to

the member, his spouse, or children, will be refunded to the person who is entitled to a refund in respect of his basic benefits.

13. Interest on the contributions to be refunded under this Plan shall be computed in the manner prescribed in Section 18 of the Regulation.
14. (a) The contributions made by a covered member under this Plan shall not be withdrawn in whole or in part while the 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.
15. The Employer shall provide every covered member with a copy or explanation of this Plan.
16. Subject to any collective agreements to the contrary, the Employer may by by-law or resolution amend or discontinue this Plan or any part thereof with respect to his employees provided that any such amendment or discontinuance is not inconsistent with the Regulation and The Pension Benefits Act, R.S.O. 1970, c. 342 as amended, 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.

APPENDIX "A"

SUPPLEMENTARY PENSION PLAN

for the firemen of the

City of Brampton

NORMAL RETIREMENT AGE 60

Name	Sex	Date of Birth			Annual Pension
		DD	MM	YY	
Cooper, N. H.	M	09	01	25	\$3,478
Core, W. C.	M	29	03	36	742
Delill, R. R.	M	18	11	21	3,337
Harrison, G. B.	M	05	10	09	1,573
Mills, R. J.	M	19	10	27	46
Newlove, H. C.	M	04	08	36	726
Pearce, C. G.	M	01	07	24	2,300
Prankard, J. H.	M	20	03	38	973
Savage, G. H.	M	26	11	13	4,081
Shearer, R. D.	M	15	08	33	71
Thompson, G. B.	M	09	02	37	946
Thompson, N. C.	M	10	11	30	652
Watt, G. A.	M	06	07	26	705