



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 20-90

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. 1980 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 October 16, 1978;


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

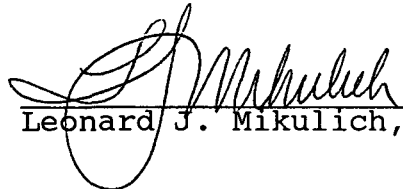
NOW THEREFORE be and it is hereby enacted that:

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 Executive Director of the Ontario Municipal Retirement Board; and
4. This By-law shall come into force on the date of its passing.

READ a FIRST, SECOND and THIRD TIME and passed in Open Council this 12th day of February, 1990.

THE CORPORATION OF THE CITY
OF BRAMPTON


Kenneth G. Whillans, Mayor


Leonard J. Mikulich, Clerk

ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM

AMENDING AGREEMENT NO.1..... TO SUPPLEMENTARY
BENEFIT AGREEMENT NO.101.....

THIS AMENDING AGREEMENT made this12th..... day of February , 19⁹⁰.....

BETWEEN:

THE ONTARIO MUNICIPAL EMPLOYEES RETIREMENT BOARD (hereinafter called the "Board")

and

THE CITY OF BRAMPTON

(hereinafter called the "Employer")

WHEREAS the Board and the Employer have entered into Supplementary Benefit Agreement No. . 101 . . dated the ...7th... day ofMay..... 1984.. , (which agreement, as amended from time to time, is hereinafter called the "Agreement") pursuant to section 23 of Ontario Regulation 724, R.R.O. 1980, as heretofore and hereafter amended from time to time (hereinafter called the "Regulation") being a regulation made under the Ontario Municipal Employees Retirement System Act, R.S.O., 1980, chapter 348, as heretofore and hereafter amended from time to time (hereinafter called the "Act");

AND WHEREAS it is desirable to amend the Agreement.

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

SCHEDULE 1, PART D OF SUPPLEMENTARY AGREEMENT NO. 101 SHALL BE REPLACED AS OF JANUARY 1, 1987, BY THE SCHEDULE 1, PART D, ATTACHED HERETO, WITH RESPECT TO COVERED MEMBERS WHO SHALL RETIRE, DIE OR OTHERWISE TERMINATE THEIR SERVICE WITH THE EMPLOYER ON OR AFTER JANUARY 1, 1987, AND

SCHEDULE 1 OF SUPPLEMENTARY AGREEMENT NO. 101 SHALL BE AMENDED AS OF JANUARY 1, 1988, BY ADDING THERETO THE SCHEDULE 1, PART E, ATTACHED HERETO, WITH RESPECT TO COVERED MEMBERS WHO SHALL RETIRE, DIE OR OTHERWISE TERMINATE THEIR SERVICE WITH THE EMPLOYER ON OR AFTER JANUARY 1, 1988.

IN WITNESS WHEREOF this Amending Agreement is executed by the parties hereto under the hands of their respective officers lawfully authorized in that behalf and the corporate seals respectively as of the date first written above.

FOR THE EMPLOYER

[Handwritten Signature]
.....
Mayor
[Handwritten Signature]
.....
Clerk (SEAL)

FOR THE BOARD

.....
Executive-Director (SEAL)

5. Income shall be credited annually to monies credited to the Supplementary Fund at a rate determined each year by the Board equal to the rate of return earned in the previous calendar year by that portion of the Fund referred to in subsections 8(5) and (6) of the Act, calculated monthly on the balance in the Supplementary Fund at the end of the preceding month, as if such rate were a simple interest rate.
6. (a) When a benefit becomes payable under this Plan, to the extent there are sufficient monies to the credit of the Supplementary Fund, the Board shall deduct the capital cost of such benefit from the account of the Supplementary Fund and add such amount to the account of the Fund, and the Board shall then assume full liability for the payment of such benefits.

(b) Notwithstanding subclause (a) above, all experience deficiencies shall be liquidated by additional Plan contributions from the Employer in the amount and manner and upon such terms as the Board may require under clause 3 hereof.
7. An early retirement supplementary pension is payable under this Plan to a covered member who:
 - (a) retires within the 10 year period before his normal retirement age; and
 - (b) has earned at least 30 years of Early Retirement Qualifying Service or is declared by the Employer to be unable to perform the duties of his employment due to mental or physical incapacity; and
 - (c) elects to receive an early retirement pension under section 16 of the Regulation, but does not satisfy the requirements of subsection 16(5) of the Regulation.
8. The early retirement supplementary pension payable to a covered member under this Plan shall be an amount equal to the difference between (a) the amount of early retirement pension that would be payable to the member if the member qualified for such pension under subsection 16(5) of the Regulation; and (b) the amount of early retirement pension which is payable to the member under subsection 16(7) of the Regulation.
9. The early retirement supplementary pension shall be payable coincident with and under the same terms and conditions and subject to the same limitations as the covered member's early retirement pension so elected under section 16 of the Regulation.

SCHEDULE "1" TO THE ONTARIO MUNICIPAL EMPLOYEES
RETIREMENT SYSTEM SUPPLEMENTARY BENEFIT AGREEMENT

PART E

ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM
SUPPLEMENTARY PENSION PLAN

1. Each member of the System employed by the City of Brampton (hereinafter called the "Employer") as a firefighter (hereinafter called "the class") shall be covered under this Plan on the later of the Plan effective date or the date the member becomes part of the class.

2. Words and phrases used in this Plan, which are used in the Act, Regulation and Agreement, shall, unless the context in which they are used clearly indicates a contrary intention, have the meaning given to them under the Act, Regulation and Agreement, and
 - (a) "Agreement" means the Ontario Municipal Employees Retirement System Supplementary Benefit Agreement of which this Plan forms Schedule 1, Part E;
 - (b) "capital cost" of any benefit payable under this Plan 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;
 - (c) "Early Retirement Qualifying Service" of a covered member means service with the Employer and includes credited service and plan credited service established with the Employer under sections 9, 13 and 23 of the Regulation;
 - (d) "experience deficiencies" means any deficits in the Plan determined from time to time by the Board, on the advice of the actuary, that are attributable to factors other than
 - (i) the existence of an initial unfunded liability, or
 - (ii) the failure of the Employer to make any payment as required by the terms of the Plan or the Agreement.
 - (e) "Supplementary Fund" means the Plan contributions less deductions required under the Agreement and this Plan including, without limitation, deductions for the Board's administration fee and the capital cost of benefits under subclause 6(a) hereof, plus credited income under clause 5 hereof;
 - (f) "Plan effective date" means January 1, 1988, and the Plan year shall end on December 31st of each year thereafter.

3. The Employer shall pay to the Board Plan contributions in the amount and manner and upon such terms as the Board may require from time to time by written notice from the Board to the Employer.

4.
 - (a) 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.
 - (b) The Board shall keep, or cause to be kept, books of account, records and documents of the Supplementary Fund, together with whatever information is necessary for the financial, administrative and actuarial requirements of the Supplementary Fund and the Plan including, without limiting the generality of the foregoing, such books of account, records and documents on such basis as the Board determines is reasonably required to ascertain in a uniform and equitable manner the interest of the Supplementary Fund in the Fund and the income credited to the Supplementary Fund under clause 5 hereof.

7. Where the service of a covered member is deemed to be credited service under clause 6 of this Plan, the pension calculated in accordance with section 12 of the Regulation shall be reduced by:
- (a) the annual normal retirement pension (as of December 31, 1982, or the Plan effective date, whichever is later) to which a covered member is entitled under an approved pension plan of the Employer, excluding the annual amount of any pension purchased by voluntary contributions made by the covered member under an approved pension plan, and
 - (b) the annual normal retirement pension of the covered member which was used as an offset under subsection 23(13) of the Regulation in respect of the covered member's optional service.

SCHEDULE "1" TO THE ONTARIO MUNICIPAL EMPLOYEES
RETIREMENT SYSTEM SUPPLEMENTARY BENEFIT AGREEMENT

PART D

ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM
SUPPLEMENTARY PENSION PLAN

1. Each member of the System employed by the City of Brampton (hereinafter called the "Employer") who is a member of the International Association of Fire Fighters, Local 1068 (hereinafter called "the class") shall be covered under this Plan on the later of the Plan effective date or the date the member becomes part of the class.
2. Words and phrases used in this Plan, which are used in the Act, Regulation and Agreement, shall, unless the context in which they are used clearly indicates a contrary intention, have the meaning given to them under the Act, Regulation and Agreement, and
 - (a) "Agreement" means the Ontario Municipal Employees Retirement System Supplementary Benefit Agreement of which this Plan forms Schedule 1, Part D;
 - (b) "continuous full-time service" means employment on a continuous full-time basis as defined in subsection 7(5) of the Regulation;
 - (c) "Plan effective date" means January 1, 1983, and the Plan year shall end on December 31st of each year thereafter;
 - (d) "optional service" means war service as defined in the Act.
3.
 - (a) The Employer shall pay or cause to be paid to the Board Plan contributions in the amount and manner and upon such terms as the Board may from time to time require by written notice from the Board to the Employer. No Plan contributions made by a covered member shall be withdrawn in whole or in part, while the covered member remains a member of the System.
 - (b) Plan contributions are due in the office of the Board on the date provided in such written notice to the Employer. Plan contributions which are not received by such date will be subject to an additional interest charge determined by the Board based on the market fund rate of interest applicable to the year in respect of which the Plan contributions are due.
4. Plan contributions received by the Board 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.
5. Each covered member shall contribute to this Plan an amount as prescribed in the Regulation if he elects to purchase optional service and shall pay such amount to the Employer.
6. The continuous full-time service of a covered member with the Employer prior to the Employer's effective date of participation in the System shall be deemed to be credited service. Such deemed credited service shall not include:
 - (a) service for which contributions made by the covered member under section 9 of the Regulation or under an approved pension plan have been refunded; and
 - (b) service for which the covered member was entitled to make contributions under section 9 of the Regulation or under an approved pension plan, but chose not to do so; and
 - (c) service prior to which contributions made by the covered member under section 9 of the Regulation have been refunded; but

shall include optional service as defined in subclause 2(d) of this Plan for which the required Plan contributions have been made by the covered member.