

Staff

Chapter 139 OMERS - Agreement Supplementation

Chapter Index

Article 1 – Supplementary Agreement

- 139.1.1 Authorized - Mayor - Clerk
- 139.1.2 Execution - authorized - Clerk
- 139.1.3 Chapter - filed - Retirement Board

Article 2 - Enactment - Conditional

- 139.2.1 Ministry approval – required
- Ministry approval - received

Schedule

Schedule 'A' - Supplementary Agreement

Article 1 - Supplementary Agreement

139.1.1 Authorized - Mayor - Clerk

The Mayor and Clerk are hereby authorized on behalf of The Corporation of the City of Woodstock to enter into a supplementary agreement in the form of 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 Parts 'B' and 'C' to the supplementary agreement.

139.1.2 Execution - authorized - Clerk

The Clerk is hereby authorized to do such things as are necessary under this agreement and to carry out the intent of the Chapter.

139.1.3 Chapter - filed - Retirement Board

Two certified copies of this Chapter shall be filed with the Secretary-Treasurer of the Ontario Municipal Employees Retirement Board.

Article 2 - Enactment - Conditional

139.2.1 Ministry approval - required

The by-law upon which this Chapter is founded came into force and took effect on the day of its passing, subject to the approval of the Ministry of Treasury, Economics and Intergovernmental Affairs. By-law 5031-74, November 28, 1974.

Ministry approval - received

By-law 5031-74 was approved by the Ministry of Treasury, Economics and Intergovernmental Affairs (now Ministry of Municipal Affairs) on January 7, 1975.

Schedule

Schedule 'A' - Supplementary Agreement

Ontario Municipal Employees Retirement System an Agreement Amending
Supplementary Agreement No. 87

This Agreement made this 2nd day of October 1974 pursuant to section 23 of
Regulation 638, R.R.O., 1970, 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 Corporation of The City Of Woodstock
herein called the "Employer"

WHEREAS the Board and the Employer have entered into an agreement dated
August 17, 1972 herein called the Agreement, pursuant to section 23 of the
Regulation 638, R.R.O. 1970, as amended, under *The Ontario Municipal
Employees Retirement System Act, R.S.O. 1970,*

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 #87 be replaced by
Schedule `A' attached hereto.
- 2) Schedule 1 of the Supplementary Agreement #87 be
amended by adding thereto Part B and Part C attached
hereto.

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.

The Corporation of the City of Woodstock

.....
Employer

.....
(SEAL)

.....

Ontario Municipal Employees Retirement Board

Approved by:

Actuary of the Board

Secretary-Treasurer

**Ontario Municipal Employees Retirement System Supplementary
Benefits Agreement No. 87**

This Agreement made this 28th day of November 1974 pursuant to section 23 of Regulation 638, Revised Regulations of Ontario 1970, as amended, being a Regulation made under *The Ontario Municipal Employees Retirement System Act* Revised Statutes of Ontario 1970, chapter 324

Between

The Ontario Municipal Employees Retirement Board

herein called the "Board"

AND

The Corporation of The City Of Woodstock

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 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 638, Revised Regulations of Ontario 1970, 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 a 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/her death, or if he/she was not receiving such a pension one-half of the deferred pension to which he/she would have been entitled under this Agreement if he/she had terminated his/her service immediately before his/her 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 or the member's attaining age 65 or on his/her 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 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) 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 Ministry of Treasury, Economics and Intergovernmental Affairs.
- 9) The Board shall deduct from contributions, paid into the Fund an amount equal to 1% 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/she 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 calculation 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.

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.

The Corporation of the City of Woodstock

.....

Employer

.....

(SEAL)

.....

Ontario Municipal Employees Retirement Board

.....

Secretary-Treasurer

(SEAL)

Part B

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 by the City of Woodstock herein called the "Employer", as the Fire Chief or as the Deputy Fire Chief or who are members of the Woodstock Professional Fire Fighters Association, Local 477, in respect of their service with the 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 annual earnings of a covered member during the sixty consecutive months in which his/her earnings in respect of his/her 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 Regulation in respect of his/her contributory earnings under the Regulation;
 - e) "covered member" means an employee who has become a covered member as prescribed in section 3;
 - f) "deferred pension" means a pension payable under this Plan to a former employee commencing on the day following his/her normal retirement date;
 - g) "earnings" of a covered member means his/her 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, 1974 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/she attains his/her 60th birthday with the exception of the Fire Chief and Deputy Fire Chief which will be the last day of the month in which he/she attains his/her 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 638, R.R.O. 1970 including amendments from time to time;
 - m) "service" of a covered member means his/her 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/she 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/her 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) 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/she commences to make a contribution under section 9 of the Regulation in respect of his/her service with the Employer whichever is the later date.
- 4)
- a) Each covered member shall contribute to this Plan 1-1/2% of his/her earnings while he/she 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 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 his/her continuous service, as herein defined, 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.

- 6) At any time the annual amount of pension at the credit of a covered member under this Plan shall be 2% of his/her average earnings multiplied by the number of years and fractional years of his/her credited service up to a maximum of 35 years reduced by
 - a) 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/her credited service 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/her contributory earnings for credited service up to that time provided that the amount of pension at the credit of a member under this Plan shall not be less than that which the contributions made by him/her under this Plan will provide in accordance with the terms of the Agreement and shall not cause the total pension payable under this Plan, any approved pension plan and the Ontario Municipal Employees Retirement System's basic plan to exceed the maximum amount provided in subsection 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/her 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/her credit under this Plan commencing on the first day of the month next following his/her retirement but not before the commencement of his/her basic pension.

- 8) Each covered member who ceases to be employed by the Employer before his/her normal retirement date and is not entitled to a pension under section 7 shall,
 - a) if he/she has attained age 45 and has completed 10 years of continuous service, be entitled to a deferred pension equal to the pension at his/her credit under this Plan at the date of termination of his/her service, or
 - b) if he/she has not attained age 45 or if he/she has not completed 10 years of continuous service be entitled to
 - (i) a deferred pension equal to the pension at his/her credit under this Plan at the date of termination of his/her service, or
 - (ii) a refund of his/her contributions plus interest and if the member receives a refund of his/her contributions made under section 9 of the Regulation it shall be deemed that he/she has elected a refund of his/her contributions made under this Plan provided that if the member elects and receives an early retirement pension under section 15 of the

Regulation his/her 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/her life coincident with the payment of his/her basic pension provided that a total and permanent disability pension under section 7(b) may be suspended during any period of time before his/her normal retirement date that he/she is not totally and permanently disabled.
- 10) If on the death of a covered member a pension is payable to his/her spouse in respect of his/her 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/her credit under section 6 immediately before his/her death, provided that the pension payable to the spouse,
 - a) shall be reduced by 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/her credit under section 6 immediately before his/her 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 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/her spouse or children, will be refunded to the person who is entitled to a refund in respect of his/her 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 amend or discontinue this Plan or any part thereof with respect to his/her 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 is approved by the Ministry of Treasury, Economics and Intergovernmental Affairs and that any such amendment or discontinuance shall not reduce the benefits of a covered member in respect of his/her service before the amendment or discontinuance.

Part C

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 by the City of Woodstock, herein called the "Employer", as other than the Fire Chief or the Deputy Fire Chief or members of the Professional Fire Fighters Association, Local 477, or the Woodstock Public Library Board in respect of their service with the 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 annual earnings of a covered member during the sixty (60) consecutive months in which his/her earnings in respect of his/her 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 Regulation in respect of his/her contributory earnings under the Regulation;
 - e) "covered member" means an employee who has become a covered member as prescribed in section 3;
 - f) "deferred pension" means a pension payable under this Plan to

- former employee commencing on the day following his/her normal retirement date;
- g) "earnings" of a covered member means his/her 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, 1974 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/she attains his/her 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 638, R.R.O. 1970 including amendments from time to time;
 - m) "service" of a covered member means his/her 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/she 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/her 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) 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/she commences to make a contribution under section 9 of the Regulation in respect of his/her service with the Employer whichever is the later date.

- 4)
 - a) Each covered member shall contribute to this Plan 1% of his/her earnings while he/she 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 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 his/her continuous service, as herein defined, 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.
- 6) At any time the annual amount of pension at the credit of a covered member under this Plan shall be 1-3/4% of his/her average earnings multiplied by the number of years and fractional years of his/her credited service up to a maximum of 35 years reduced by
 - a) 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/her credited service 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/her contributory earnings for credited service up to that time provided that the amount of pension at the credit of a member under this Plan shall not be less than that which the contributions made by him/her under this Plan will provide in accordance with the terms of the Agreement and shall not cause the total pension payable under this Plan, any approved pension plan under the Ontario Municipal Employees Retirement System's basic plan to exceed the maximum amount provided in 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/her 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/her credit under this Plan commencing on the first day of the month next following his/her retirement but not before the commencement of his/her basic pension.
- 8) Each covered member who ceases to be employed by the Employer before his/her normal retirement date and is not entitled to a pension under section 7 shall,

- a) if he/she has attained age 45 and has completed 10 years of continuous service, be entitled to a deferred pension equal to the pension at his/her credit under this Plan at the date of termination of his/her service, or
 - b) if he/she has not attained age 45 or if he/she has not completed 10 years of continuous service be entitled to
 - (i) a deferred pension equal to the pension at his/her credit under this Plan at the date of termination of his/her service, or
 - (ii) a refund of his/her contributions plus interest and if the member receives a refund of his/her contributions made under section 9 of the Regulation it shall be deemed that he/she has elected a refund of his/her contributions made under this Plan provided that if the member elects and receives an early retirement pension under section 15 of the Regulation his/her deferred pension under subparagraph (a) or (b) above shall be payable coincident with such early retirement pension in an amount which is actuarial 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/her life coincident with the payment of his/her basic pension provided that a total and permanent disability pension under section 7(b) may be suspended during any period of time before his/her normal retirement date that he/she is not totally and permanently disabled.
- 10) If on the death of a covered member a pension is payable to his/her spouse in respect of his/her 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/her credit under section 6 immediately before his/her 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/her credit under section 6 immediately before his/her 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 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/her spouse or children, will be refunded to the person who is entitled to a refund in respect of his/her 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 amend or discontinue this Plan or any part thereof with respect to his/her 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 is approved by the Ministry of Treasury, Economics and Intergovernmental Affairs and that any such amendment or discontinuance shall not reduce the benefits of a covered member in respect of his/her service before the amendment or discontinuance.
 - 17) This Plan shall be administered by the City of Woodstock and any action permitted hereunder to an Employer and taken by the City of Woodstock shall have the same force and affect as if taken by the Employer. By-law 5031-74, November 28, 1974; Schedule 'A'; By-law 8808-12, November 15, 2012.