

# Staff

## Chapter 149 Pensions

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#### Article 1 - Authority

##### 149.1.1 Retirement annuity contract - Schedule `A`

The municipality shall enter into an employees' retirement annuity contract with the government pursuant to the *Government Annuities Act* (Canada) in the form set out in the Plan forming Schedule `A` to this Chapter.

### **149.1.2 Execution - documents - by Mayor - Clerk**

The Mayor and the Clerk are hereby authorized and directed to execute all documents, and do all things necessary in connection therewith.

### **149.1.3 Seal - affixed - documents - by Clerk**

The Clerk is hereby authorized and directed to affix the seal of the municipality to all such documents.

## **Article 2 - Financial**

### **149.2.1 Annuities - purchase - provision for - by Council**

The Council shall provide annually, in the current estimates, the annual sum required to pay for the annuities to be purchased by the municipality under the Plan for those employees who from time to time become members of the Plan.

### **149.2.2 Annuities - instalments - quarterly**

Council shall pay annually the sum provided for under Section 149.2.1, in quarterly instalments to the government or the insurer.

### **149.2.3 Members' payments - in separate account**

The Treasurer shall keep the payments by members of the Plan in a separate account and shall pay same to the government or the insurer.

### **149.2.4 Facilities - supplies - equipment - manpower – supplied**

The municipality shall provide such clerical assistance, stationary, postage, printing, office and filing equipment as may be necessary to enable the Clerk and Treasurer to carry out their duties under this Chapter.

## **Article 3 - Responsibilities**

### **149.3.1 List - member employees - information required**

It shall be the duty of the Treasurer to keep a list of all member employees under the Plan, in which shall be set out, the name and age of each, the time when he/she entered the service of the municipality, a cumulative record of his/her service, the amount of his/her salary or wages from time to time, the name, address, age and relationship of each beneficiary nominated by him/her under the Plan, his/her normal retirement age, and his/her earlier retirement age according to the Plan.

### **149.3.2 List - member employees - retired - entitlements**

It shall be the duty of the Treasurer to keep a correct list of all member employees and former member employees who have retired or who have terminated their employment or whose employment has been terminated and the amount of the annuity to which each became or will become entitled to under the Plan.

### **149.3.3 Records - statistical - other - related - maintained**

It shall be the duty of the Treasurer to keep such other statistical and other records relative to the Plan as may be required.

#### **149.3.4 Report - to Council - requirements**

It shall be the duty of the Treasurer to report to the Council, on or before the first day of February in each year:

- a) the names of all member employees who have retired from the service of the municipality or have died during the last calendar year;
- b) the salary or wages of each member employee at the time of his/her retirement or death;
- c) the cause of retirement.

#### **149.3.5 Plan - administration - action - as required**

It shall be the duty of the Treasurer, generally, to do all things necessary in connection with the administration of the Plan.

### **Article 4 - Employees - Membership**

#### **149.4.1 Application - signed - deductions - authorized**

Every employee who elects to join the Plan shall sign a form of application for membership in the Plan and authorize the municipality, in writing, to deduct from his/her salary or wages his/her payments under the Plan.

#### **149.4.2 Chapter - copy - issued - upon application**

Every employee who applies for membership in the Plan shall be given one (1) copy of this Chapter at the time of application.

#### **149.4.3 New employees - membership - mandatory**

Every person who becomes an employee after the effective date of the Plan shall be required as a condition of his/her employment to join the Plan as provided therein.

#### **149.4.4 Membership - terms - conditions - Chapter**

Every employee who joins the Plan shall be deemed to have joined it upon the terms and conditions contained in this Chapter.

#### **149.4.5 Disability - early retirement - claims - procedure**

Any member employee who claims to be entitled to be retired before his/her normal or earlier retirement age on account of disability shall make his/her claim to the Treasurer who shall consider the claim and report thereon to Council.

### **Article 5 - Repeal - Amendment - Conditional**

#### **149.5.1 Limitations - approval - required**

This Chapter shall not be amended so as to adversely affect the benefits or rights of the member employees, or any of them, or be repealed unless such amendment or repeal shall first have been approved by a two-thirds vote of all member employees; nor shall this Chapter be repealed without the approval of the Ministry of Municipal Affairs. By-law 2641, June 28, 1948.

#### **Approval - received**

Approval was received from the Department of Municipal Affairs (now the

Ministry of Municipal Affairs), June 22, 1948.

## Schedule

### Schedule `A' - Retirement Annuity Contract

Department of Municipal Affairs Specimen Municipal Pension Plan

The Plan

#### Definitions:

- a) Wherever used herein, "Employer" means City of Woodstock.
- b) "Employee" shall mean any salaried officer, clerk, workman, servant or other person in the employ of a municipality or of a local board, and as designated by the Department shall include any person whose salary or remuneration is paid or contributed to, in whole or in part, by the municipality or local board thereof whether or not appointed by the municipality or local board.
- c) "Government" means, His Majesty the King, represented by the Minister of Labour for Canada, for and on behalf of the Annuities Branch, Department of Labour, Canada.
- d) "Insurer" shall mean an insurance company licensed under the *Insurance Act*.
- e) The masculine pronoun wherever used includes female employee, unless the context indicates otherwise.
- f) "Department" means the Department of Municipal Affairs for Ontario.
- g) "Permanent Employee" shall mean any employee who serves at least the equivalent of 75% of a year in a year.
- h) "Member Employee" shall mean an employee registered with the government or insurer under the terms of the Retirement Annuity Contract issued in respect of the Plan.
- i) "Commencement Date" shall mean the date upon which a member commences payments under the Plan.
- j) "Effective Date" shall mean the date upon which the Pension Plan comes into force.

#### 1) Eligibility

- a) After the effective date

Each permanent male employee, 45 years of age and under, excepting those of the Police and Fire Departments, each permanent male employee of the Police and Fire Departments 40 years of age and under, also each female employee 40 years and under, all of whose employment commences after the effective date of the Plan, will be eligible to become a member of the Plan if he then:

- (i) Has not attained normal retirement age as specified herein.
- (ii) Has completed at least two years of continuous employment

with the employer or whose salary has been paid or contributed to, in whole or in part, by the employer for at least twenty-four continuing months.

- (iii) Each male person who becomes an employee after the effective date of the Plan, must as a condition of employment become a member of the Plan on the first day of the first month, immediately following the completion of the conditions as set out in paragraphs (i) and (ii), provided he has reached his twenty-first birthday.
  - (iv) Each female person who becomes an employee after the effective date of the Plan, must as a condition of employment become a member of the Plan on the first day of the month immediately following the date on which conditions applicable as set forth in paragraphs (i) and (ii) are fulfilled, provided she has reached her thirtieth birthday.
- b) Before the effective date
- (i) Each present permanent male employee whose employment commenced before the effective date of the Plan, will be eligible to become a member of the Plan on the effective date, provided he has not attained normal retirement age and has reached his twenty-first birthday, subject to conditions set out in paragraph (a).
  - (ii) Each present permanent female employee whose employment commenced before the effective date of the Plan, will be eligible to become a member of the Plan, on the effective date, provided she has not attained normal retirement age and has reached her thirtieth birthday, subject to conditions set out in paragraph (a).
- c) Each employee who has volunteered or who has been drafted for military service prior to the effective date of the Plan, or prior to becoming eligible, and who returns to service within six months after his discharge from military service, will be eligible to become a member of the Plan on the first day of the month following return to work, or following completion of the eligibility conditions.
- d) To become a member of the Plan an eligible employee must sign the form of application provided, and authorize the required payroll deductions.
- e) Any employee who becomes a member of the Plan may not, except with the consent of the Employer, withdraw from it as long as he is an employee and under retirement age. When an employee so withdraws, no further contributions will be made by him or by the Employer on his behalf under this Plan.

## 2) Employees Under Normal Retirement Age

The normal retirement date of a member will be the first day of the month

immediately following the attainment of normal retirement age, which is as follows:

- a) Male employee except those with the Police or Fire Departments:

Age on becoming a Member	Normal Retirement Age
age 59 and under	65th birthday
age 60 and over	70th birthday
  - b) Male employees with the Police or Fire Departments:

Age on Becoming a Member	Normal Retirement Age 54
Age 54 and under	60th birthday
Age 55 and over	65th birthday
  - c) Female employees:

Age on Becoming a Member	Normal Retirement Age
Age 54 and under	60th birthday
Age 55 and over	65th birthday
- 3) Contributions For Future Service
- a) Employee - Each member of the Plan will contribute 5% of his earnings, but not to exceed \$300.00 per annum.
  - b) Employer - For each member of the Plan, the Employer will contribute an amount equal to 5% of his earnings for service rendered after the effective date of the Plan (herein after referred to as future service contributions) but not to exceed \$300.00 per annum.
- 4) Contributions For Past Service
- a) Employee - Each member of the Plan will have the privilege of making contributions for the number or years of past service during which he was not a contributor to the Plan. The total contributions which an employee may make for past service will be determined on the basis of 5% of his total remuneration received prior to becoming a contributor to the Plan. The payments by the employee for past service are entirely optional and may be paid at any time, or from time to time, before retirement, but must be paid through the Employer.
  - b) Employer - The Employer realizes that present older employees will not have a chance to build up a reserve to provide a sufficient retirement income before reaching retirement age. The Employer therefore will also contribute such amounts as may be necessary to purchase annuities in respect to service prior to the effective date of the Plan, and as herein provided (hereinafter referred to as past service contributions).
  - c) The contributions of a member will be deducted from his earnings by the Employer and remitted to the government at the end of each three month period together with Employer contributions for the same period. If the contributions made by and on behalf of a

- member become sufficient, before his retirement date, to purchase the maximum annuity available to him from the government, \$1,200.00 per year, no further contributions will be payable to the government by the member or by the Employer on his behalf.
- d) For purposes of this Plan, the Employer's determination of a member's earnings and length of service shall be conclusive. The portion of a member's earnings which exceed \$6,000.00 per year shall not be taken into consideration for purposes of calculating contributions or benefits under the Plan.
- 5) Amount of Retirement Annuity
- a) Future service (being service rendered by a member after the effective date of the Plan). Each member of the Plan will receive, at normal retirement date, subject to the terms of this Plan, the amount of annuity purchased by contributions made by the member himself and by the Employer on his behalf for future service. (See attached copy of annual premium rates).
- b) Past service (being service rendered by a member prior to the effective date of the Plan).
- (i) Each eligible employee who becomes a member of the Plan will receive, commencing at normal retirement date, subject to the terms of the Plan, a past service annuity equal to \$15.00 for each completed year of service up to the effective date of the Plan to a maximum of ten years. The cost of such past service annuities will be borne entirely by the Employer.
- (ii) In calculating the number of years of past service of employees who have been or who are absent on military service, and who subsequently become members of the Plan in accordance with paragraph 4 hereof, credit shall also be given for the period in military service up to the effective date of the Plan.
- (iii) Employees who are eligible for past service contributions on the effective date of the Plan and who do not participate in the Plan within the period as specified in paragraph 1 of the regulations under the Plan, may participate later without payment by the Employer of past service contributions.
- c) If, at his normal retirement date, the contributions at the credit of a member, including his own and those made by the Employer on his behalf, are not sufficient to purchase for him an annuity of \$10.00 per year, such contributions will be paid to the member in a lump sum.
- d) The maximum annuity that may be received by a member under this Plan from the government or an insurer is \$1,200.00 per year. The maximum annuity available from the government on the life of a member is also \$1,200.00 per year, in which will be included the amount of annuity to which a member may be or



may become entitled under an individual government annuity contract on his life at the time of becoming a member of the Plan, and if he is thereby precluded from receiving the maximum annuity under the Plan from the government, contributions under the Plan will be remitted to the government, until the maximum annuity available to the member from the government has been purchased, and thereafter contributions will be remitted to such insurance company, licensed to do business in Canada, as the Employer may designate, until the maximum annuity under the Plan has been purchased, or until the member attains normal retirement age, whichever occurs first.

#### 6) Payment of Retirement Annuity

The retirement annuity will commence on the retirement date of the member, and will be payable in monthly instalments as long as he lives, provided that sixty monthly instalments will be paid as an annuity in any event.

#### 7) Optional Types of Annuity

In place of the normal type of annuity, as described in paragraph 6, a member may, at any time more than five years before his retirement annuity commences, or within six months from his date of registration with the government or insurer, choose any one of the following types provided the cost to Employer is not hereby increased:

- a) Joint and survivorship annuity - providing a smaller annuity, but payable during the lifetime of the member and another person, generally his wife, and continuing until the death of the survivor;
- b) annuity payable for life but 120 annuity instalments guaranteed in any event;
- c) annuity payable for life, and ceasing with the last instalment due before the date of death.

(Information will be supplied on request by the government or the insurer, approximate amount of annuity that would be received under any one of these options).

#### 8) Termination of Employment

- a) If for any reason other than his death or early retirement (see paragraph 10), a member should cease to be employed by the Employer prior to his normal retirement date, the total of the contributions which he has made under the Plan will remain at his credit with the government or insurer, to provide him with an annuity commencing at normal retirement date.
- b) In addition, if at date of termination of service, the member has completed at least twenty years of service, he will receive at normal retirement date the amount of annuity purchased by future service contributions made by the Employer on his behalf.



## 9) Re-Employment

Any member whose employment has been terminated and who is subsequently re-employed by the Employer will, for purposes of this Plan, be considered a new employee.

## 10) Early Retirement

A member may be permitted to retire on the first day of any month for reasons of sickness or disability as determined by the Employer. The amount of annuity thereupon payable to the member will be on a reduced scale.

## 11) Death Benefits

### a) Before Retirement

- (i) If a member dies before the first instalment of his retirement annuity is due, whether or not he is in the employ of the Employer at the date of death, an amount equal to the contributions he has made under the Plan will be paid to his designated beneficiary in a lump sum, together with interest thereon up to the date of death, at 3 percent per annum compounded yearly.
- (ii) In addition, if at date of death the member has not terminated his employment, but has less than 20 years and has more than 5 years of such employment, the amount equal to the future service contributions paid on his behalf by the Employer, together with interest thereon as described in paragraph 11 (a) (i), will be paid to his designated beneficiary in a lump sum.
- (iii) Or, in addition, if at the date of death the member has terminated his employment after the completion of at least 20 years of employment, an amount equal to the past service and future service contributions made by the Employer on his behalf, together with interest thereon as described in paragraph 11 (a) (i), will be paid to his designated beneficiary in a lump sum.
- (iv) Or, in addition, if at date of the death the member has not terminated his employment and has completed at least 20 years of such employment, an amount equal to the past service and future service contributions made by the Employer on his behalf, together with interest thereon as described in paragraph 11 (a) (i), will be paid to his designated beneficiary.

### b) After Retirement

If a member dies after the first instalment of his retirement annuity has become due, and before sixty monthly annuity payments have been received, the annuity payments will be continued to his designated beneficiary as they become due, until sixty monthly payments in all have been made. However, if a member has elected an optional type of annuity, the death benefits, if any, will be determined accordingly.

## 12) Absences from Work

Authorized absences from work shall not constitute termination of employment for purposes of this Plan, but will be governed as follows:

- a) If the member receives pay, contributions will continue and he will be entitled to all benefits as though he were actually at work;
- b) If the member does not receive pay, contributions will cease but any benefits previously purchased will not be affected. Upon return to active service, contributions will be resumed.

## 13) Limitation of Assignment

- a) The retirement annuity and other benefits under the Plan are not assignable whether by voluntary action or by operation of law;
- b) A member may not borrow against his contributions nor withdraw them at any time.

## 14) Right to Employment or Benefits

Participation in this Plan will not give any member the right to be retained in the service of the Employer, or any right or claim to benefits, unless the right to such benefits has specifically accrued under the terms of this Plan.

## 15) Administration of the Plan

The Employer reserves the right to decide all matters arising in the administration and interpretation of the Plan. It will be the obligation of the Employer to pay over to the government or the insurer the contributions collected from the members together with the contributions required to be made by the Employer under the Plan, and it will be the obligation of the government or the insurer, to pay benefits in accordance with contributions received.

## 16) Change or Modification

The Employer hopes and expects to continue the Plan indefinitely, but reserves the right to change or modify it at any time, subject to the approval of the Department of Municipal Affairs, Toronto. Any change or modification in the Plan shall not affect the terms of payment of, or the amount of, retirement annuity purchased prior to the date of such change or modification.

### Regulations Under The Plan

#### 1) Present Employees' Option of Becoming Members of The Plan

- a) All employees on the effective date of the Plan, who are or who will be eligible to become members of the Plan, will be required, if males, to decide within one year, and if females to decide within three years of the date they become eligible whether or not they desire to become members of the Plan.

The decision in each case shall be final and binding, and those employees who elect not to become members, shall sign a waiver and shall not be permitted to become members, if males, after a

period of three years has elapsed, except as provided by clause (b) of this regulation.

- b) Any employee who has signed a waiver as provided for in clause (a) of this regulation, and does not become a member within one year, will forfeit any right to past service benefits.

## 2) Proof of Age

- a) At the time of joining the Plan, or as soon thereafter as possible, a member will send to the government, or insurer, a birth or baptismal certificate, as proof of his date of birth. The birth or baptismal certificate will be returned to the member.
- b) If a birth or baptismal certificate cannot be obtained, the member will submit a statutory declaration as to the date of birth by parent, or a copy of the entry of his date of birth in the family Bible, certified to be a true copy by a lawyer, justice of the peace, notary public, or commissioner for taking oaths.
- c) If such cannot be obtained, the member will submit a statutory declaration by a responsible person having cause to know of his date of birth, stating that no other documentary proof of age can be obtained.
- d) If such cannot be obtained, the member will himself submit a statutory declaration as to his date of birth, stating that no other proof of age can be obtained.

## 3) Beneficiary

Each employee on becoming a member of the Plan, may designate any person as his beneficiary to receive such sums as may be payable on or after his death, reserving the right to change the beneficiary from time to time with the assent of the government. If, on the death of the member, there should be no living designated beneficiary with respect to himself, such sums as would otherwise be payable to his designated beneficiary, will be payable to the legal representatives of the member.

## 4) Evidence of Membership

Each member of the Plan will receive from the government or insurer evidence that he has been included as a member of the Plan.

## 5) Termination of Service

A member shall be deemed to have finally terminated his service when, in the opinion of the Employer, he has terminated his employment without reason to believe that he will be further employed.

## 6) Suspension of Service

A member shall be deemed to have suspended his service when he is temporarily off duty without pay for any reason other than on account of illness or accident, except as otherwise provided herein or in the Plan.

## 7) Service to Count Towards Employer's Share of Retirement Annuity

In computing a members period of service towards the Employer's share of

retirement annuity, the following regulations shall prevail:

Service to be included

- a) all time worked with any or all departments of the Employer or all time worked and paid or contributed to in whole or in part by the Employer;
- b) all time lost on account of absence for reasons of illness, where a member is paid for such absences;
- c) all time lost on account of absence for reasons of illness where a member is not paid for such absence but is considered as being on sick leave;
- d) all time lost on account of seasonal lay-offs where a member is not paid for such absence but who qualifies as a permanent employee.

8) Disability

“Disability” as set out in the Plan shall be interpreted to mean that a member has furnished medical testimony satisfactory to the Employer, that he is unable to continue further at his employment.

Annuities Schedule for Group Pensions Single and Annual Premiums for Deferred Annuity Of \$100.00

Age Last Birthday	Male		Female	
	Annual Premium (Quarterly in Arrears) to begin at		Annual Premium (Quarterly in Arrears) to begin at	
	Age 60	Age 65	Age 60	Age 65
21	13.10	8.94		
22	13.77	9.38		
23	14.49	9.85		
24	15.26	10.34		
25	16.08	10.87		
26	16.95	11.41		
27	17.88	12.01		
28	18.88	12.63		
29	19.95	13.30		

	Male		Female	
Age Last Birthday	Annual Premium (Quarterly in Arrears) to begin at		Annual Premium (Quarterly in Arrears) to begin at	
30	21.11	14.02	23.88	16.01
31	22.36	14.77	25.29	16.88
32	23.69	15.59	26.81	17.81
33	25.15	16.46	28.45	18.80
34	26.72	17.40	30.24	19.87
35	28.43	18.40	32.16	21.03
36	30.30	19.49	34.27	22.27
37	32.34	20.65	36.59	23.60
38	35.57	21.92	39.11	25.04
39	37.03	23.30	41.90	26.61
40	39.76	24.78	44.99	28.32
41	42.79	26.41	48.41	30.17
42	46.17	28.19	52.23	32.20
43	49.96	30.13	56.53	34.44
44	54.25	32.29	61.38	36.89
45	59.13	34.66	66.90	39.61
46	64.73	37.30	73.23	42.62
47	71.20	40.24	80.57	45.98
48	78.80	43.55	89.15	49.77
49	87.79	47.29	99.33	54.04

	Male		Female	
Age Last Birthday	Annual Premium (Quarterly in Arrears) to begin at		Annual Premium (Quarterly in Arrears) to begin at	
50	98.61	51.54	111.58	58.89
51	111.88	56.43	126.58	64.47
52	128.49	62.08	145.38	70.92
53	149.90	68.69	169.60	78.49
54	178.50	76.54	201.96	87.44
55	218.59	85.97	247.32	98.22
56	273.82	97.53	315.46	111.48
57	379.29	112.01	429.13	127.88
58	580.38	130.68	656.65	149.81
59	1,183.98	155.61	1,339.57	177.78
60		190.56		217.72
61		243.06		277.70
62		330.65		377.78
63		505.96		578.07
64		1,032.14		1,179.26

By-law 2641, June 28, 1948; Schedule 'A'.