

*Amended by  
By Law 1420*

TO PROVIDE PENSIONS FOR FULL-TIME EMPLOYEES OF THE CITY BY ARRANGEMENT WITH HIS MAJESTY PURSUANT TO THE GOVERNMENT ANNUITIES ACT (CANADA).

WHEREAS paragraph 41a of Section 404 of The Municipal Act, as enacted by Section 23 of the Municipal Amendment Act, 1939 and Amendments thereto provides that by-laws may be passed by all municipalities, for providing by arrangement with His Majesty pursuant to the Government Annuities Act (Canada) pensions for employees or any class thereof;

THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY ENACTS AS FOLLOWS:

1.

In this by-law, unless a contrary intention appears "City" means The Corporation of the City of North Bay; DEFINITIONS

"employee" means a full-time employee of the Corporation of the City of North Bay.

"registered employee" means an employee registered with the Annuities Branch, Department of Labour of Canada, under the terms of the Group Annuity Contract authorized by the next following section;

"Government" means His Majesty the King, represented by the Minister of Labour for Canada; CONTRACT BY CITY

"Plan" means the Retirement Annuity Plan forming Schedule 1 of the Group Annuity Contract referred to in the next following section.

11.

The City shall enter into a Group Annuity Contract with the Government pursuant to the Government Annuities Act (Canada) in the form set out in Appendix "A" hereto and forming part of this By-law, and the Mayor and the City Treasurer are hereby authorized and directed to execute all documents, including the application form set out in Appendix "B" hereto, and do all things necessary in connection therewith, and the City Treasurer is hereby authorized and directed to affix the Seal of the City to all such documents. The said application form, when executed, shall be added to and form part of the said annuity contract. CONTRACT BY CITY AUTHORIZED

111.

(1) The Council annually shall provide in the current estimates, the annual sum required to pay for the annuities to be purchased by the City under the plan for those employees who are from time to time registered under the plan; and shall pay the said sum in quarterly instalments to the Annuities Branch, Department of Labour, Canada. PAYMENTS BY THE CITY

(2) The City Treasurer shall keep the payments by registered employees under the plan in a separate account and shall pay same to the Government quarterly.

(3) The Council shall pay for all past service annuities out of present funds and shall annually provide in the estimates over a period of Five years for a sum sufficient to make reimbursement of the amount so paid.

IV

(1) Every person who is an eligible employee under the plan on the effective date of the plan shall elect in writing within three months after the effective date whether or not he desires to join the plan. EMPLOYEES JOINING PLAN

(2) Every employee who elects to join the plan shall sign the Government form of application for registration under the plan and authorize the City in writing to deduct from his salary or wages his payments under the plan.

(3) Any employee who does not join the plan within the said three-month period shall not be permitted to do so thereafter and every such employee shall be required to sign and deliver to the City a disclaimer acknowledging that he does not expect any retirement benefits hereunder.

(4) Every employee who applies to be registered under the plan shall be given a copy of this by-law at the time of application.

(5) Every person who becomes an employee after the effective date of the plan shall be required as a condition of his employment to join the plan as provided for therein.

(6) Every employee who joins the plan shall be deemed to have joined it upon the terms and conditions contained in this by-law or in the form of contract set out in the said Appendix "A".

V

THE plan shall be administered by a Committee, to be known as The North Bay Civic Employees' Pension Committee (hereinafter referred to as "The Committee"), composed of the City Treasurer, two members of Council to be appointed annually by Council and two members to be elected annually by the registered employees from amongst their number. The City Treasurer shall be ex officio a member of the Committee and in his absence his deputy may act in his place and stead. CIVIC EMPLOYEES' PENSION COMMITTEE

VI.

Each employee member of the Committee shall hold office until his successor is elected and shall be eligible for re-election.

VII.

Notwithstanding the provisions of Section V, the representatives of Council for the balance of the year 1944 shall be Aldermen John L. Shaw and Howard Graham, and the employee representatives for the balance of the said year shall be Fred C. Cade and Floyd Taylor. REPRESENTATIVES

VIII.

In case a vacancy occurs on the Committee by reason of the death or resignation of one of the employee members the Committee shall fill such vacancy for the remainder of the year by appointing to the Committee the person properly qualified who received the highest number of votes of those not elected at the last election, and if there is no such person, then by appointing some other registered employee for the remainder of the year. An employee representative shall be deemed to have resigned if he retires from the service of the City or if he absents himself from three consecutive meetings of the Committee without the consent of the Committee. VACANCIES OF COMMITTEE

IX.

The City Treasurer shall be the Treasurer for the said Committee and the City Auditor shall be the Auditor for the said Committee. TREASURER & AUDITOR

X.

The Committee shall appoint a Secretary and may define his duties in addition to his duties as set out in this by-law. The Secretary may be paid such salary or other remuneration as is from time to time fixed by the Committee and approved by the Council but no member of the Committee shall receive any remuneration for his services as such member nor shall any remuneration be paid to the City Treasurer or the City Auditor or to any member of this staff of either for services in connection with the plan.

APPOINTMENT OF SECRETARY & HIS DUTIES

XI.

It shall be the duty of the Committee

DUTIES OF THE COMMITTEE

- (1) To keep a correct list of all registered employees under the plan in which shall be set out the name and age of each, the time when he entered the service of the City, a cumulative record of his service, the amount of his salary or wages from time to time, the name, address, age and relationship of each beneficiary nominated by him under the plan, his normal retirement age, and his earlier retirement age according to the plan.
- (2) To keep a correct list of all registered employees and former registered 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.
- (3) To keep such other statistical and other records relative to the plan as may be required by the Government.
- (4) To obtain receipts from the Government for each registered employee's payments under the plan and deliver or cause same to be delivered to such employee.
- (5) To obtain from the Government for each registered employee a certificate of registration under the plan and deliver or cause same to be delivered to each such employee.
- (6) To keep proper and correct minutes of all meetings so as to show clearly the action of the Committee in respect of every matter considered by it.
- (7) To appoint a Medical Officer and fix his remuneration.
- (8) To appoint two scrutineers for the annual election of the representatives of the registered employees.
- (9) To report to the Council on or before the first day of February in each year.
  - (a) The names of all registered employees who have retired from the service of the City or have died during the last calendar year.
  - (b) The salary or wages of each such registered employee at the time of his retirement or death
  - (c) The cause of retirement.
- (10) Generally to do all things necessary in connection with the administration of the plan.

XII.

The Committee may make regulations respecting

COMMITTEE MAY MAKE REGULATIONS

- (1) The appointment of a Chairman
- (2) The furnishing of proof of length of service

- of any registered employee.
- (3) The time and place of its meetings and the proceedings thereat.
- (4) Generally for the better carrying out of the provisions of this by-law.

XIII.

The Committee shall meet on the day following the first regular meeting of the Council in each year and thereafter; at the call of the Chairman or the Secretary, if the latter receives a written request by a Majority of the Committee, may call a meeting of the Committee at any time. Three members of the Committee shall constitute a quorum.

MEETINGS OF THE COMMITTEE

XIV

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

APPLICATION FOR RETIREMENT ON ACCOUNT OF DISABILITY.

XV.

The election of the two members of the Committee from the registered employees shall be conducted as follows;

ELECTION OF EMPLOYEE MEMBER OF COMMITTEE

(1) The Secretary of the Committee shall during the last week in November in each year convene a meeting of registered employees for the purpose of receiving nominations of candidates for election as members of the Committee for the following year and shall see that printed or written notice is posted up or read in each Department and elsewhere to ensure due publicity of such meeting.

(2) The City Clerk shall preside at the meeting which shall open at 2 p.m. and close at 3 p.m. and all nominations shall be received during that hour.

(3) Each candidate shall be proposed orally by one registered employee and seconded by another registered employee before his nomination can be received and recorded.

(4) The nomination of any registered employee not present at the meeting shall not be received except on a declaration of the proposer and seconder to the satisfaction of the City Clerk that they have consulted the registered employee proposed, that he has consented to his name being so used and that he is in every sense a bona fide candidate.

(5) After the nominations have been declared closed, any person nominated may withdraw his name provided the withdrawal is in writing and is received by the City Clerk within forty-eight hours after the nomination.

(6) If not more than two candidates are nominated the City Clerk shall declare those nominated to be elected. If only one candidate is so declared elected the City Clerk shall forthwith convene another meeting for receiving additional nominations.

(7) If more candidates have been nominated than are to be elected, the City Clerk, after the expiration of forty-eight hours from the time when the nominations are closed, shall fix a period of not less than seven clear days during which the mail poll hereinafter provided for shall be held and shall forthwith procure a sufficient number of ballot papers upon which he shall cause to be printed the names of those candidates duly nominated whose names have not been withdrawn.

(8) The ballot papers shall be delivered departmentally and each vote shall be cast by placing a cross, thus (X) to the right of the name of each candidate for whom the registered employee decides to vote. Any other mark by which a voter might be identified or any ballot on which more than two votes are cast shall render the ballot void and the same shall not be counted in totalling the votes for any particular candidate.

(9) After the voter has marked his ballot he shall enclose and seal same in the envelop which shall be provided him and mail or deliver it to the City Clerk within the seven-day period fixed by the City Clerk.

(10) After the expiration of the said seven-day period the City Clerk shall forthwith, in the presence of the two scrutineers to be appointed by the Committee, open the envelopes containing the ballots and count the votes.

(11) If in counting the votes it should appear that there were more votes polled than the number of registered employees according to the records kept by the Committee, or should it appear to the City Clerk that gross irregularities or fraud have taken place in connection with the election, he shall order another ballot to be forthwith taken.

(12) On the completion of the count the City Clerk shall make out a return giving the names of the candidates and the number of votes received by each and attested by his signature and that of the scrutineers The City Clerk shall also forward a duplicate of the said return to the Committee together with his certificate showing the members who have been so elected to the Committee. The Secretary shall cause a copy of the said return to be posted up in each Department for the information of the registered employees.

(13) Should the City Clerk at any time, through absence or illness or through any other cause, be unable to discharge his duties in relation to the said election as herein set out, then the Deputy City Clerk shall act in his stead and shall have all the powers herein se out and possessed by the City Clerk in relation to such election.

XVI.

The City shall provide accommodation for meetings of the Committee and such clerical assistance, stationery, postage, printing, office and filing equipment as may be necessary to enable the Committee and Secretary to function.

XVII.

This by-law shall not be amended so as to adversely affect the benefits or rights of the registered 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 the registered employees; nor shall the said by-law be repealed as amended without the approval of the Department of Municipal Affairs. NOT AMENDED SO AS TO ADVERSELY AFFECT

XVIII.

This by-law shall become operative upon, from and after receiving the approval of the Department of Municipal Affairs.

READ a first time short in open Council this 13th day of September 1944.  
READ a second time short in open Council this 13th day of September 1944.  
RULES OF ORDER WERE SUSPENDED and by-law read a third time short and passed this 13th day of September 1944.

W. F. Stones

*H. C. Pilley*  
H. C. Pilley

M A Y O R

C L E R K

A P P R O V E D

Dept. of Municipal Affairs

May 10th, 1945.

APPROVED *as amended*

DEPT. OF MUNICIPAL AFFAIRS

MINISTER

*[Signature]*  
SUPERVISOR

12/4/45

1425



ONTARIO

DEPARTMENT OF MUNICIPAL AFFAIRS

THE PLAN

DEFINITIONS.

- (a) Wherever used herein, "Employer" means The Municipal Corporation of the City of North Bay
- (b) "Employee" shall mean any person designated as an employee by the Department and shall include any salaried officer, clerk, workman, servant or other person in the employ of the municipality or of a local board, except school teachers and inspectors to whom The Teachers' and Inspectors' Superannuation Act is applicable, and except employees to whom The Power Commission Insurance Act is applicable.
- (c) "Government" means the Annuities Branch, Department of Labour, Canada.
- (d) The masculine pronoun wherever used includes female employee, unless the context indicates otherwise.
- (e) "Department" means the Department of Municipal Affairs for Ontario.

EFFECTIVE DATE

The Plan will become effective on and after  
....October 1.....19.44.....

(1) Each present male employee, who is not a member of the Police or Fire Departments, will be eligible to become a member of the Plan on the Effective Date if he then:

- (a) has not attained Normal Retirement Age as specified herein,
- (b) has completed at least one year of continuous employment with the Employer, and has attained the age of 25 years.
- (c) has been classified by the Employer as a permanent employee.

(2) Each present male employee, who is a member of the Police or Fire Department, will be eligible to become a member of the Plan on the Effective Date if he then:

- (a) has not attained Normal Retirement Age as specified herein,
- (b) has completed at least one year of continuous employment with the Employer, and has attained the age of 20 years,
- (c) has been classified by the Employer as a permanent employee.

(3) Each present female employee will be eligible to become a member of the Plan on the Effective Date if she then:

- (a) has not attained Normal Retirement Age as specified herein
- (b) has completed at least three years of continuous employment with the Employer, and has attained the age of 25 years,
- (c) has been classified by the Employer as a permanent employee.

(4) Each present employee who is not eligible to become a member of the Plan on the Effective Date, will be eligible to become a member on the first day of the month immediately following the date on which the conditions applicable to himself, as set forth in paragraphs 1, 2, or 3 hereof, are fulfilled.

(5) 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 month immediately following the date on which the conditions applicable to himself, as set forth in paragraphs 1 or 2, <sup>hereof</sup> are fulfilled.

(6) 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 she has completed three years of continuous employment with the Employer, and has attained the age of 30 years, if she is then under Normal Retirement Age and is classified by the Employer as a permanent employee. Each such female employee may, however, become a member of the Plan on the first day of the month immediately following the date on which she has completed three years of continuous employment with the Employer, and has attained the age of 25 years, if she so wishes.

(7) 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 active service with the Employer 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.

HOW TO BECOME A MEMBER OF THE PLAN

(8) To become a member of the Plan an eligible employee must sign the form of application provided, and authorize the required payroll deductions.

(9) 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 in the employ of the Employer and under Retirement Age. An employee who so withdraws may be considered, for purposes of this Plan, as having terminated his services, and no further contributions will be made by him or by the Employer on his behalf under this Plan.

(10) 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 EMPLOYEES EXCEPT THOSE WITH THE POLICE OR FIRE DEPARTMENTS.

<u>Age on Becoming a Member</u>	<u>Normal Retirement Age.</u>
Age 59 and under	65th birthday
Age 60 and over	70th birthday.

(b) MALE EMPLOYEES WITH THE POLICE OR FIRE DEPARTMENTS

<u>Age on Becoming a Member</u>	<u>Normal Retirement Age.</u>
Age 59 and under	60th birthday
Age 60 and over	65th birthday.

(c) FEMALE EMPLOYEES

<u>Age on Becoming a Member</u>	<u>Normal Retirement Age.</u>
Age 54 and under	60th birthday
Age 55 and over	65th birthday.

EMPLOYEES OVER NORMAL RETIREMENT AGE.

(11) Each employee who is over Normal Retirement Age, as specified herein, at the Effective Date of the Plan, will be retired at a date to be determined by the Employer, and will receive from the date of actual Retirement the amount of annuity determined by his years of past service up to the Effective Date of the Plan, in accordance with Paragraph 13 thereof.

CONTRIBUTIONS.

(12) EMPLOYEE Each member of the Plan will contribute not less than 5% of his Earnings.

(13) 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 (hereinafter referred to as Future Service contributions.)

(14) The Employer will also contribute such amounts as may be necessary to purchase annuities in respect of service prior to the Effective Date of the Plan, as herein provided, (hereinafter referred to as Past Service contributions.

(15) The contributions of a member will be remitted to the Government at the end of each three months' period, together with the 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 (\$1200.00 per year) no further contributions will be payable to the Government by the member or by the Employer on his behalf.

(16) 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 exceeds \$6,000.00 per year shall not be taken into consideration for purposes of calculating contributions or benefits under the Plan.

AMOUNT OF RETIREMENT ANNUITY.

(17) 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 the contributions made by the member himself and by the Employer on his behalf for Future Service.

(18) Past Service: (being service rendered by a member prior to the Effective Date of the Plan.) Each eligible employee who becomes a member of the Plan on the Effective Date, or within 60 days thereof, will receive, commencing at Normal Retirement Date, subject to the terms of this Plan, a Past Service annuity equal to \$12.00 for each completed year of service up to the Effective Date of the Plan, excluding any years of service prior to the date

which is 40 years before a male member's Normal Retirement Age and excluding any years of service prior to the date which is 35 years before a female member's Normal Retirement Age. The cost of such Past Service annuities will be borne entirely by the Employer.

(19) 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 7 hereof, credit shall also be given for the period in military service up to the Effective Date of the Plan.

MAXIMUM ANNUITY UNDER THE PLAN.

(20) The maximum annuity that may be received by a member under this Plan is \$1200.00 per year. The maximum annuity available from the Government on the life of a member is also \$1200.00 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.

PAYMENT OF RETIREMENT ANNUITY.

(21) 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 in any event.

OPTIONAL TYPES OF ANNUITY.

(22) In place of the Normal Type of Annuity as described in Paragraph 21, 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, choose any one of the following types:

(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 120,180, or 240 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, showing the approximate amount of annuity that would be received under any one of these options.

#### TERMINATION OF EMPLOYMENT.

(23) If for any reason other than his death, 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, to provide him with an Annuity commencing at Normal Retirement Date or any earlier anniversary thereof. The member will have the privilege of continuing contributions in order to increase his annuity.

(24) In addition, if at Date of Termination, the member has completed at least twenty years of employment with the Employer he will receive at Normal Retirement Date, or any earlier anniversary thereof, the amount of annuity purchased by the Past Service and Future Service contributions made by the Employer on his behalf.

(25) If a member is convicted of a criminal offence arising out of a breach of trust, embezzlement or fraud committed in the course of his employment with the Employer, he will thereby forfeit any right to or in respect of Past Service and Future Service contributions made by the Employer on his behalf, or to any payment calculated by reference to any such contributions under this Plan, if notice of the conviction is received by the Government before payment is made to the member, or to his designated Beneficiary or legal representatives.

#### RE-EMPLOYMENT.

(26) 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.

#### EARLY RETIREMENT.

(27) Under special circumstances and with the consent of the Employer, a member may be permitted to retire on the first day of any month in the five year period immediately preceding Normal Retirement Date, or at any other time 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, and will be determined by his attained age and by all contributions made by himself and by the

Employer on his behalf.

DEATH BENEFITS.

(28) BEFORE RETIREMENT: 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, as provided in the Government Annuities Act (R.S.C. 1927, Chapter 7, as amended by Chapter 33, Statutes of 1931) (The current rate of interest is 4% per year, compounded yearly.

(29) In addition, if at date of death, the member is in the employ of the Employer, or has terminated his employment with the Employer, 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 28, will be paid to his designated Beneficiary.

(30) 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.

ABSENCES FROM WORK

(31) 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 with the Employer, contributions will be resumed.

MINIMUM ANNUITY FROM THE GOVERNMENT.

(32) 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, together with interest thereon as provided in the Government Annuities Act (R.S.C. 1927, Chapter 7,

as amended Chapter 33, Statutes of 1931) and the regulations made thereunder in lieu of the annuity purchasable thereby.

LIQUIDATION OF ASSIGNMENT.

(33) (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.

RIGHT TO EMPLOYMENT OR BENEFITS.

(34) 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.

ADMINISTRATION OF THE PLAN.

(35) The employer reserves the right to decide all matters arising in the administration and interpretation of the Plan, subject to law and the Government Annuities Act, (R.S.C. 1927, Chapter 7, as amended Chapter 33 Statutes of 1931) and the rules and regulations made thereunder. It will be the obligation of the Employer to pay over to the Government 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 to pay benefits in accordance with contributions received.

CHANGE OR MODIFICATION.

(36) 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:

All employees in the service of the Employer on the Effective Date of the Plan, who are or who will be eligible to become members of the Plan will

be required to decide within 60 days 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 after a period of 60 days has elapsed.

PROOF OF AGE.

2. (a) At the time of joining the Plan, or as soon thereafter as possible a member will send to the Government 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.

BENEFICIARY.

3. Each employec, on becoming a member of the Plan, may designate any one 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.

MEMBERS CERTIFICATE OR CONTRACT.

4. Each member of the Plan will receive from the Government a certificate as evidence of his inclusion under the Group Annuity Contract issued by the Government to the Employer. At his date of retirement, or at his date of final termination of service, the member will receive an individual Government Annuity Contract, specifying the amount of annuity, and any other benefits, to

which he has become entitled.

RECEIPTS FOR PAYMENT.

5. The Government will provide receipts with respect to each payment of a members' contributions received by the Government. These receipts will be transmitted to the member through the Employer.

TERMINATION OF SERVICE.

6. A member shall be deemed to have finally terminated his service with the Employer when, in the opinion of the Pension Committee, or failing such, of the Employer, he has left the employ of the Employer without reason to believe that he will be further employed.

SUSPENSION OF SERVICE.

7. A member shall be deemed to have suspended his service with the Employer, 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.

SERVICE TO COUNT TOWARDS EMPLOYER'S SHARE OF RETIREMENT ANNUITY.

8. In computing a member's period of service towards the Employer's share of Retirement Annuity the following regulations shall prevail:

Service to be included.

- (1) All time worked with any or all Departments of the Employer
- (2) All time lost on account of absence for reasons of illness, where a member is paid for such absences.
- (3) All time lost on account of absences for reasons of illness, where a member is not paid for such absence but is considered as being on sick leave.

DISABILITY.

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

FORM OF APPLICATION FOR GROUP ANNUITY CONTRACT.

The \_\_\_\_\_, A Municipal Corporation under and by virtue of the laws of the Province of Ontario, Dominion of Canada, (hereinafter referred to as "The Purchaser") having by by-law provided for establishing, contracting for and maintaining for its employees, as defined in the said by-law, a Retirement Annuity Plan effective on the first day of \_\_\_\_\_, 19\_\_\_\_ a copy of which Retirement Annuity Plan is herewith submitted for approval by the Minister of Labour, hereby applies to His Majesty the King, represented by the Minister of Labour, (hereinafter referred to as "The Government"), under the terms of the Government Annuities Act (R.S.C. 1927, Chapter 7 as amended Chapter 33, Statutes of 1931), and of the Regulations made thereunder, for a Group Annuity Contract providing for the purchase of Retirement Annuities, according to the terms of said Retirement Annuity Plan, for such persons employed by Purchaser, and resident or domiciled in Canada, as may from time to time be registered with the Government by Purchaser under the said Group Annuity Contract.

The Group Annuity Contract hereby applied for will be effective on and after \_\_\_\_\_ 19\_\_\_\_

This application is accompanied by \_\_\_\_\_ to be applied as an initial payment pursuant to the terms of said Group Annuity Contract.

Dated at.....  
 .....  
 .....  
 Witness.....

.....  
 Signature of Purchaser

.....  
 Street Address

.....  
 City Province

(Application forms may be obtained from the Superintendent Government Annuities Branch, Department of Labour, Ottawa)