

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c.C-43, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF THE VICTORIAN ORDER OF NURSES FOR CANADA, VICTORIAN ORDER OF NURSES FOR CANADA – EASTERN REGION, AND VICTORIAN ORDER OF NURSES FOR CANADA – WESTERN REGION

BOOK OF AUTHORITIES OF
THE SUPERINTENDENT OF FINANCIAL SERVICES
(Pension Plan Restructuring – Ontario Nurses' Association Motion)

August 25, 2016

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TAB 1

Companies' Creditors Arrangement Act, RSC 1985, c. C-36

11. General power of court

Despite anything in the Bankruptcy and Insolvency Act or the Winding-up and Restructuring Act, if an application is made under this Act in respect of a debtor company, the court, on the application of any person interested in the matter, may, subject to the restrictions set out in this Act, on notice to any other person or without notice as it may see fit, make any order that it considers appropriate in the circumstances.

TAB 2

Pension Benefits Act, RSO 1990, c P.8

Adoption of successor pension plan

81. (1) Where a pension plan is established by an employer to be a successor to an existing pension plan and the employer ceases to make contributions to the original pension plan, the original pension plan shall be deemed not to be wound up and the successor pension plan shall be deemed to be a continuation of the original pension plan. R.S.O. 1990, c. P.8, s. 81 (1); 2010, c. 9, s. 70 (1).

Same, multi-employer pension plans

(1.1) Where a multi-employer pension plan established pursuant to a collective agreement or trust agreement is amended to be a successor to an existing multi-employer pension plan established pursuant to a collective agreement or trust agreement and the participating employers cease to make contributions to the original multi-employer pension plan, the original pension plan shall be deemed not to be wound up and the successor pension plan shall be deemed to be a continuation of the original pension plan. 2015, c. 38, Sched. 17, s. 2 (1).

Continuation of benefits

(2) The benefits under the original pension plan in respect of employment and membership before the establishment of the successor pension plan are deemed to be benefits under the successor pension plan. 2010, c. 9, s. 70 (2); 2015, c. 38, Sched. 17, s. 2 (2).

Same

(2.1) Subsection (2) does not require the successor pension plan to provide the same pension benefits and other benefits for the transferred members that were provided for them under the original pension plan. 2010, c. 9, s. 70 (2).

Application of subs. (2)

(3) Subsection (2) applies whether or not the assets and liabilities of the original pension plan are consolidated with those of the successor pension plan. R.S.O. 1990, c. P.8, s. 81 (3); 2010, c. 9, s. 70 (3).

Requirement for Superintendent's consent

(4) The Superintendent's prior consent is required to authorize the transfer of assets from the original pension plan to the successor pension plan. 2010, c. 9, s. 70 (4).

Application

(5) The administrator of either pension plan or such other persons as may be prescribed may apply for the Superintendent's consent to the transfer of assets from the original pension plan to the successor pension plan. 2010, c. 9, s. 70 (4).

Statutory criteria for Superintendent's consent

(6) The Superintendent shall consent to the transfer of assets in accordance with the application if all of the following criteria, and such other criteria as may be prescribed, are satisfied:

1. The administrators of the two pension plans must have agreed upon the manner of determining the amount of assets to be transferred, and the applicant must give the Superintendent notice of their agreement.
2. If the pension benefits and other benefits to be provided under the successor pension plan for the transferred members are not the same as the pension benefits and other benefits provided for them under the original pension plan, the commuted value of the benefits provided for the transferred members under the successor pension plan must not be less than the commuted value of the benefits provided for them under the original pension plan, as adjusted for any payments made from the original pension plan to a prescribed retirement savings arrangement or directly to the transferred members in connection with the transfer of the assets.
3. The commuted value of the benefits referred to in paragraph 2 is determined as of the effective date of the transfer of the assets.
4. If the original pension plan has a surplus as of the effective date of the transfer of assets, the amount of assets to be transferred must include a portion of the surplus determined in accordance with the regulations. 2010, c. 9, s. 70 (4); 2010, c. 24, s. 37.

Waiver of conditions

(7) The Superintendent may waive one or more of the conditions referred to in subsections 79.2 (5) and (6) in the prescribed circumstances. 2010, c. 9, s. 70 (4).

TAB 3

Pension Benefits Act

ONTARIO REGULATION 310/13 ASSET TRANSFERS UNDER SECTIONS 80 AND 81 OF THE ACT

Consolidation Period: From July 1, 2016 to the e-Laws currency date.

Last amendment: O. Reg. 239/16.

This is the English version of a bilingual regulation.

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PART I GENERAL

Application of Regulation

1. This Regulation applies with respect to every transfer of assets under section 80 or 81 of the Act from an original pension plan to a successor pension plan. O. Reg. 310/13, s. 1.

Interpretation

2. (1) Expressions used in this Regulation have the same meaning as in the General Regulation, unless the context requires otherwise. O. Reg. 310/13, s. 2 (1).

(2) In this Regulation,

“General Regulation” means Regulation 909 of the Revised Regulations of Ontario, 1990 (General) made under the Act; (“règlement général”)

“Schedule” means Schedule to this Regulation; (“annexe”)

“solvency ratio” means, in relation to a pension plan, the ratio of Y to Z where “Y” is the sum of the total amount of the solvency assets of the pension plan plus the total amount of any letters of credit held in trust for the pension plan and “Z” is the total amount of the solvency liabilities of the pension plan. (“ratio de solvabilité”) O. Reg. 310/13, s. 2 (2).

Effective date of transfer under s. 80 of the Act

3. The effective date of a transfer of assets under section 80 of the Act from the original pension plan to the successor pension plan is the effective date of the sale, assignment or disposition of all or part of the original employer’s business or all or part of the assets of the business to the successor employer. O. Reg. 310/13, s. 3.

Effective date of transfer under s. 81 of the Act

4. The effective date of a transfer of assets under section 81 of the Act from the original pension plan to the successor pension plan is the effective date of the amendment to the original pension plan or the successor pension plan, as the case may be, that purports to give effect to the transfer. O. Reg. 310/13, s. 4.

Applying for Superintendent’s consent to transfer of assets

5. (1) An application under subsection 80 (11) of the Act for the Superintendent’s consent to a transfer of assets under section 80 of the Act must include the information required by Schedule 1. O. Reg. 310/13, s. 5 (1).

(2) An application under subsection 81 (5) of the Act for the Superintendent’s consent to a transfer of assets under section 81 of the Act must include the information required by Schedule 2. O. Reg. 310/13, s. 5 (2).

(3) The application must be filed within nine months after the effective date of the transfer. O. Reg. 310/13, s. 5 (3).

(4) An application under subsection 80 (11) or 81 (5) of the Act is a prescribed document for the purposes of paragraph 1 of subsection 105 (2) of the Act (extension of time). O. Reg. 310/13, s. 5 (4).

(5) A copy of the application, and a copy of the documents filed in support of the application (including any subsequent revisions and any subsequent valuation reports), must be provided to each trade union that represents members and former members of the original pension plan or the successor pension plan and to each advisory committee established under section 24 of the Act for either pension plan. O. Reg. 310/13, s. 5 (5).

(6) Personal information about an individual must be excluded from the copies of the application and documents provided to a trade union or advisory committee under subsection (5), unless the individual has given his or her prior consent to the disclosure of the information. O. Reg. 310/13, s. 5 (6).

Notice re completion of transfer

6. Within 60 days after a transfer of assets under section 80 or 81 of the Act has been completed, the administrators of the original pension plan and the successor pension plan shall file the following documents:

1. A statement certifying that the transfer of assets has been made in accordance with the Act and regulations.
2. For a transfer of assets in respect of defined benefits, an actuarial cost certificate that satisfies the requirements of section 7.1 of the General Regulation and indicates the amount of assets transferred from the original pension plan to the successor pension plan.
3. For a transfer of assets in respect of defined contribution benefits, a statement that indicates the amount of assets transferred from the original pension plan to the successor pension plan. The statement must be prepared by a person who is authorized under subsection 15 (2) of the General Regulation to prepare reports and certificates with respect to the defined contribution benefits. O. Reg. 310/13, s. 6.

Criterion re commuted value of benefits

7. (1) The commuted value of benefits referred to in paragraph 4 of subsection 80 (13) of the Act and in paragraph 2 of subsection 81 (6) of the Act must be determined in accordance with actuarial methods and assumptions that are consistent with section 3500 ("Pension Commuted Values") of the *Standards of Practice* of the Actuarial Standards Board, published by the Canadian Institute of Actuaries, as that section read upon being revised on March 31, 2015. O. Reg. 310/13, s. 7 (1); O. Reg. 393/15, s. 1.

(2) The commuted value of a transferred member's benefits must be determined,

(a) as if his or her employment or membership had terminated on the effective date of the transfer of assets under section 80 or 81 of the Act; and

(b) unless an election under section 74.1 of the Act is in effect for the original pension plan, as if an activating event described in subsection 74 (1) of the Act had occurred on the effective date of the transfer. O. Reg. 239/16, s. 1.

PART II TRANSFER OF DEFINED BENEFITS

APPLICATION

Application of Part

8. This Part applies with respect to a transfer of assets under section 80 or 81 of the Act if both the original pension plan and the successor pension plan provide defined benefits and if the transfer of assets is in respect of defined benefits. O. Reg. 310/13, s. 8.

FUNDING REQUIREMENTS

Amount of assets to be transferred

9. (1) The amount of assets to be transferred under section 80 or 81 of the Act from the original pension plan to the successor pension plan with respect to defined benefits is the amount calculated using the formula,

$$(X + Y) - Z$$

in which

"X" is the amount calculated under subsection (2),

"Y" is the amount calculated under subsection (3), and

"Z" is the amount described in subsection (4).

O. Reg. 310/13, s. 9 (1).

(2) In the formula in subsection (1), "X" is the amount calculated as of the effective date of the transfer using the formula,

$$(A \times B/C) - D$$

in which,

"A" is the sum of the total amount of the solvency assets of the original pension plan and the total amount of all letters of credit held in trust under section 55.2 of the Act for the original pension plan,

"B" is the total amount of the solvency liabilities to be transferred from the original pension plan to the successor pension plan,

"C" is the total amount of the solvency liabilities of the original pension plan before the transfer of assets, and

"D" is the total amount to be paid into prescribed retirement savings arrangements under subsection 79.2 (8) of the Act and paid to individuals under subsection 79.2 (9) of the Act to satisfy the criteria set out in paragraph 4 of subsection 80 (13) of the Act or in paragraph 2 of subsection 81 (6) of the Act, as the case may be.

O. Reg. 310/13, s. 9 (2).

(3) In the formula in subsection (1), "Y" is the amount calculated using the formula,

$$E \times B/C$$

in which,

"B" has the same meaning as in subsection (2),

"C" has the same meaning as in subsection (2), and

"E" is the amount of special payments made into the original pension plan from the effective date of the transfer of assets to the date on which the assets are transferred.

(4) In the formula in subsection (1), "Z" is the amount of payments made, on or after the effective date of the transfer of assets to the date on which the assets are transferred, under the original pension plan in respect of members, former members, retired members or other persons entitled to benefits who, as of the effective date of the transfer of assets, are transferred members, former members, retired members or other persons entitled to benefits under the successor pension plan. O. Reg. 310/13, s. 9 (4).

Requirements re solvency ratio

10. (1) A transfer of assets under section 80 of the Act with respect to defined benefits is not authorized unless, after the transfer, at least one of the following conditions would be satisfied:

1. The solvency ratio of the successor pension plan is at least 0.85.
2. The solvency ratio of the successor pension plan is,
 - i. no more than 0.05 below the solvency ratio of the original pension plan before the transfer, and
 - ii. no more than 0.05 below the solvency ratio of the successor pension plan before the transfer. O. Reg. 310/13, s. 10 (1).

(2) A transfer of assets under section 81 of the Act with respect to defined benefits is not authorized unless, after the transfer, at least one of the following conditions would be satisfied:

1. The solvency ratio of the successor pension plan is at least 1.0.
2. The solvency ratio of the successor pension plan is,
 - i. no more than 0.05 below the solvency ratio of the original pension plan before the transfer, and
 - ii. no more than 0.05 below the solvency ratio of the successor pension plan before the transfer. O. Reg. 310/13, s. 10 (2).

Special payments

11. (1) If a transfer of assets under section 80 or 81 of the Act results in a new going concern unfunded liability or a new solvency deficiency for the successor pension plan, special payments to liquidate the new going concern unfunded liability or new solvency deficiency must be made in accordance with section 5 of the General Regulation. O. Reg. 310/13, s. 11 (1).

(1.1) However, if a transfer of assets under section 81 of the Act between multi-employer pension plans that are established pursuant to a collective agreement or trust agreement results in a new going concern unfunded liability or a new solvency deficiency, special payments to liquidate the new going concern unfunded liability or new solvency deficiency must be made in accordance with section 5, 6 or 6.0.4 of the General Regulation, as the case may be. O. Reg. 239/16, s. 2.

(2) For a transfer of assets under section 80 of the Act, the obligation of the original employer to make special payments under the original pension plan continues until the transfer of assets is completed. O. Reg. 310/13, s. 11 (2).

(3) For a transfer of assets under section 81 of the Act, the obligation of the employer to make special payments under the original pension plan continues until the transfer of assets is completed. O. Reg. 310/13, s. 11 (3).

Certain reports under General Regulation

12. (1) This section applies with respect to a report filed under section 3, 4 or 14 of the General Regulation about the original pension plan or the successor pension plan, if the valuation date for the report falls after the effective date of the transfer but before the date on which the Superintendent consents to the transfer and the assets are transferred to the successor pension plan. O. Reg. 310/13, s. 12 (1).

(2) The report must disclose, on the basis of a going concern valuation and on the basis of a solvency valuation, the amount of the assets and liabilities to be transferred to the successor pension plan with respect to the transferred members, former members, retired members and any other persons whose pension benefits and ancillary benefits are being transferred to the successor pension plan. O. Reg. 310/13, s. 12 (2).

RESTRICTIONS ON TRANSFERS

Restriction re reduction in accrued benefits

13. A transfer of assets under section 80 or 81 of the Act with respect to defined benefits is not authorized if the successor pension plan is permitted, under the Act or under the terms of the pension plan, to reduce accrued pension benefits or accrued ancillary benefits in circumstances in which the original pension plan would not be permitted to reduce them. O. Reg. 310/13, s. 13.

Requirement re accrued pension benefits

14. For a transfer of assets under section 80 or 81 of the Act with respect to defined benefits, the amount of a transferred member's accrued pension benefits under the successor pension plan (calculated without taking into account ancillary

benefits) must equal at least 85 per cent of the amount of his or her accrued pension benefits under the original pension plan (calculated without taking into account ancillary benefits) as of the effective date of the transfer. O. Reg. 310/13, s. 14.

Deadline for transferring assets

15. A transfer of assets under section 80 or 81 of the Act must be completed within 120 days after the date on which the Superintendent consents to the transfer. O. Reg. 310/13, s. 15.

NOTICES TO TRANSFERRED MEMBERS AND OTHERS

Standard notices about a transfer of assets

16. (1) This section applies with respect to a transfer of assets under section 80 or 81 of the Act with respect to defined benefits provided under the original pension plan. O. Reg. 310/13, s. 16 (1).

(2) The notices required by this section must be given within six months after the effective date of the transfer. O. Reg. 310/13, s. 16 (2).

(3) The following notices must be given to transferred members, former members, retired members and other persons entitled to benefits under the pension plan, as indicated:

1. The standard notice from the administrator of the original pension plan to each transferred member, containing the information required by Schedule 3.

2. The standard notice from the administrator of the successor pension plan to each transferred member, containing the information required by Schedule 4.

3. The standard notice from the administrator of the successor pension plan to each transferred former member, retired member and other person entitled to benefits under the pension plan, containing the information required by Schedule 5. O. Reg. 310/13, s. 16 (3).

(4) The following notices must be given to each trade union that represents members, former members and retired members and to each advisory committee established under section 24 of the Act:

1. The standard notice from the administrator of the original pension plan, containing the information required by Schedule 6.

2. The standard notice from the administrator of the successor pension plan, containing the information required by Schedule 7. O. Reg. 310/13, s. 16 (4).

(5) After a notice required by subsection (4) is delivered to the trade union or advisory committee, if there is a substantial change in any information contained in the notice, the administrator must give an updated notice to the trade union or advisory committee within a reasonable time after the administrator becomes aware of the change. O. Reg. 310/13, s. 16 (5).

(6) The notices required by this section may be provided separately or jointly by the administrators of the original pension plan and the successor pension plan. O. Reg. 310/13, s. 16 (6).

Special notices where individual's consent to transfer is required

17. (1) This section applies with respect to a transfer of assets under section 80 of the Act with respect to defined benefits provided under the original pension plan if the employers' agreement to transfer assets provides for the consent of any transferred member, former member, retired member or any other person to the transfer of assets in respect of his or her pension benefits and ancillary benefits. O. Reg. 310/13, s. 17 (1).

(2) The following notices must be given to each transferred member, in addition to the notices required by subsection 16 (3):

1. The special notice described in subsection (4) about the transferred member's right to elect to transfer his or her benefits to the successor pension plan.

2. The special notice from the administrator of the original pension plan containing the information required by Schedule 8.

3. The special notice from the administrator of the successor pension plan containing the information required by Schedule 9. O. Reg. 310/13, s. 17 (2).

(3) The following notices must be given to each transferred former member, retired member or other person entitled to benefits under the original pension plan, in addition to the notices required by subsection 16 (3):

1. The special notice described in subsection (4) about his or her right to elect to transfer his or her benefits to the successor pension plan.

2. The special notice from the administrator of the original pension plan containing the information required by Schedule 10.

3. The special notice from the administrator of the successor pension plan containing the information required by Schedule 11. O. Reg. 310/13, s. 17 (3).
- (4) The special notice about an individual's right to elect to transfer benefits to the successor pension plan must be given by the administrators of the original pension plan and the successor pension plan and must contain the following information:
 1. A statement that the transfer cannot be made unless the transferred member, former member, retired member or other person, as the case may be, consents to the transfer and delivers an election in writing to the administrator of the original pension plan, and such other documents as the administrator may require, by the deadline specified in the notice. The deadline cannot be earlier than 90 days after the date on which the administrator sends the special notice to the individual.
 2. A statement that any transfer is subject to the *Income Tax Act* (Canada). O. Reg. 310/13, s. 17 (4).
- (5) The notices required by this section may be provided separately or jointly by the administrators of the original pension plan and the successor pension plan, but must be provided in a manner that enables the affected individuals to compare their options. O. Reg. 310/13, s. 17 (5).

REQUIREMENTS RE PAYMENTS TO OR FOR INDIVIDUALS

Payments under s. 79.2 (8) and (9) of the Act

18. (1) Subsections 21 (1.1) to (1.3) of the General Regulation apply, with necessary modifications, with respect to a payment into a prescribed retirement savings arrangement under subsection 79.2 (8) of the Act. O. Reg. 310/13, s. 18 (1).
- (2) Section 22.2 of the General Regulation applies, with necessary modifications, with respect to a payment to an individual under subsection 79.2 (9) of the Act. O. Reg. 310/13, s. 18 (2).

PART III TRANSFER OF DEFINED CONTRIBUTION BENEFITS

Application of Part

19. This Part applies with respect to a transfer of assets under section 80 or 81 of the Act if both the original pension plan and the successor pension plan provide defined contribution benefits and if the transfer of assets is in respect of defined contribution benefits. O. Reg. 310/13, s. 19.

Amount in individual accounts

20. A transfer of assets under section 80 or 81 of the Act with respect to defined contribution benefits provided under the original pension plan is not authorized unless, after the transfer, the amount in each individual account under the successor pension plan is no less than the amount, before the transfer, in each individual account under the original pension plan for each transferred member, former member or other person entitled to benefits under the original pension plan. O. Reg. 310/13, s. 20.

Standard notices about a transfer of assets

21. (1) This section applies with respect to a transfer of assets under section 80 or 81 of the Act with respect to defined contribution benefits provided under the original pension plan. O. Reg. 310/13, s. 21 (1).
- (2) The notices required by this section must be given within six months after the effective date of the transfer. O. Reg. 310/13, s. 21 (2).
- (3) The following notices must be given to transferred members, former members and other persons entitled to benefits under the pension plan, as indicated:
 1. The standard notice from the administrator of the original pension plan to each transferred member, containing the information required by Schedule 3.
 2. The standard notice from the administrator of the successor pension plan to each transferred member, containing the information required by Schedule 4.
 3. The standard notice from the administrator of the successor pension plan to each transferred former member and other person entitled to benefits under the pension plan, containing the information required by Schedule 5. O. Reg. 310/13, s. 21 (3).
- (4) The following notices must be given to each trade union that represents members and former members and to each advisory committee established under section 24 of the Act:
 1. The standard notice from the administrator of the original pension plan, containing the information required by Schedule 6.
 2. The standard notice from the administrator of the successor pension plan, containing the information required by Schedule 7. O. Reg. 310/13, s. 21 (4).

(5) After a notice required by subsection (4) is delivered to the trade union or advisory committee, if there is a substantial change in any information contained in the notice, the administrator must give an updated notice to the trade union or advisory committee within a reasonable time after the administrator becomes aware of the change. O. Reg. 310/13, s. 21 (5).

(6) The notices required by this section may be provided separately or jointly by the administrators of the original pension plan and the successor pension plan. O. Reg. 310/13, s. 21 (6).

Special notices where individual's consent to transfer is required

22. (1) This section applies with respect to a transfer of assets under section 80 of the Act with respect to defined contribution benefits provided under the original pension plan if the employers' agreement to transfer assets provides for the consent of any transferred member, former member or any other person to the transfer of assets in respect of his or her pension benefits and ancillary benefits. O. Reg. 310/13, s. 22 (1).

(2) The following notices must be given to each transferred member, in addition to the notices required by subsection 21 (3):

1. The special notice described in subsection (4) about the transferred member's right to elect to transfer his or her benefits to the successor pension plan.
2. The special notice from the administrator of the original pension plan, containing the information required by Schedule 8.
3. The special notice from the administrator of the successor pension plan, containing the information required by Schedule 9. O. Reg. 310/13, s. 22 (2).

(3) The following notices must be given to every former member and other person entitled to benefits under the original pension plan, in addition to the notices required by subsection 21 (3):

1. The special notice described in subsection (4) about the person's right to elect to transfer his or her benefits to the successor pension plan. O. Reg. 310/13, s. 22 (3).

(4) The special notice about an individual's right to elect to transfer benefits to the successor pension plan must be given by the administrators of the original pension plan and the successor pension plan and must contain the following information:

1. A statement that the transfer cannot be made unless the transferred member, former member or other person, as the case may be, consents to the transfer and delivers an election in writing to the administrator of the original pension plan, and such other documents as the administrator may require, by the deadline specified in the notice. The deadline cannot be earlier than 90 days after the administrator sends the special notice to the individual.
2. A statement that any transfer is subject to the *Income Tax Act* (Canada). O. Reg. 310/13, s. 22 (4).

(5) The notices required by this section may be provided separately or jointly by the administrators of the original pension plan and the successor pension plan, but must be provided in a manner that enables the affected individuals to compare their options. O. Reg. 310/13, s. 22 (5).

PART IV (OMITTED)

23. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION). O. Reg. 310/13, s. 23.

SCHEDULE 1

APPLICATION FOR SUPERINTENDENT'S CONSENT TO TRANSFER UNDER SECTION 80 OF THE ACT

DEFINED BENEFITS

1. (1) The following information must, under section 5 of this Regulation, be included in an application for the Superintendent's consent to a transfer of assets under section 80 of the Act with respect to defined benefits provided under the original pension plan:

1. The employers' agreement and any amendments to it.
2. Certified copies of the notices sent to transferred members and, if applicable, to former members, retired members and other persons entitled to benefits under the pension plan, the notice sent to any trade union and the notice sent to any advisory committee, and a statement indicating the date on which the notices were sent.
3. Any amendments to the original pension plan or the successor pension plan relating to the transfer of assets.
4. Subject to subsection (2), a report about the original pension plan, prepared as of the effective date of the transfer of assets, containing the information that would be required in a report filed under section 14 of the General Regulation as well as the following information:
 - i. The portion of the going concern liabilities and the solvency liabilities that relate to the pension benefits and ancillary benefits for which responsibility is to be transferred to the successor pension plan.

- ii. The amount of the going concern liabilities, going concern assets, solvency liabilities, solvency assets, solvency ratio and the transfer ratio of the original pension plan before and after the proposed transfer.
- iii. The amount of the required contributions to the original pension plan before and after the proposed transfer.
- iv. The amount of the assets to be transferred from the original pension plan to the successor pension plan.
- v. The total amount, if any, to be paid under subsection 79.2 (8) of the Act into prescribed retirement savings arrangements and to be paid under subsection 79.2 (9) of the Act as lump sums to individuals.

The report must be prepared by a person who would be authorized under section 15 of the General Regulation to prepare a report under section 14 of the General Regulation about the pension plan.

- 5. A report about the successor pension plan, prepared as of the effective date of the transfer of assets, containing the information that would be required in a report filed under section 14 of the General Regulation as well as the following information:
 - i. The portion of the going concern liabilities and the solvency liabilities that relate to the pension benefits and ancillary benefits for which the successor employer will assume responsibility after the proposed transfer.
 - ii. The amount of the going concern liabilities, going concern assets, solvency liabilities, solvency assets, solvency ratio and the transfer ratio of the successor pension plan before and after the proposed transfer.
 - iii. The amount of the required contributions to the successor pension plan before and after the proposed transfer.
 - iv. The amount of the assets to be transferred from the original pension plan to the successor pension plan.

The report must be prepared by a person who would be authorized under section 15 of the General Regulation to prepare a report under section 14 of the General Regulation about the pension plan.

- 6. A statement by the administrator of the original pension plan certifying that the original pension plan satisfies the requirements of the Act and regulations relating to the proposed transfer.
- 7. A statement by the administrator of the successor pension plan certifying that the successor pension plan satisfies the requirements of the Act and regulations relating to the proposed transfer.

(2) The reports described in paragraphs 4 and 5 of subsection (1) may be combined if the successor employer maintains or establishes a separate pension plan that will assume all of the accrued liabilities of the original pension plan and will provide the same pension benefits and other benefits for the transferred members that were provided for them under the original pension plan and if all of the assets of the original pension plan will be transferred to the successor pension plan.

(3) In the reports about the original pension plan and the successor pension plan that are required by subsection (1), the solvency valuations for each of the pension plans must be prepared using actuarial methods and assumptions that are consistent with those used for the other pension plan.

DEFINED CONTRIBUTION BENEFITS

2. The following information must, under section 5 of this Regulation, be included in an application for the Superintendent's consent to a transfer of assets under section 80 of the Act with respect to defined contribution benefits provided under the original pension plan:

- 1. The employers' agreement and any amendments to it.
- 2. Certified copies of the notices sent to transferred members and, if applicable, to former members and other persons entitled to benefits under the pension plan, the notice sent to any trade union and the notice sent to any advisory committee, and a statement indicating the date on which the notices were sent.
- 3. Any amendments to the original pension plan or the successor pension plan relating to the transfer of assets.
- 4. A statement by the administrators of the original pension plan and the successor pension plan indicating the amount of the assets to be transferred from the original pension plan to the successor pension plan and indicating the number of transferred members, former members and other persons entitled to benefits.
- 5. A statement by the administrator of the original pension plan certifying that the original pension plan satisfies the requirements of the Act and regulations relating to the proposed transfer.
- 6. A statement by the administrator of the successor pension plan certifying that the successor pension plan satisfies the requirements of the Act and regulations relating to the proposed transfer.

O. Reg. 310/13, Sched. 1.

SCHEDULE 2
APPLICATION FOR SUPERINTENDENT'S CONSENT TO TRANSFER UNDER SECTION 81 OF THE ACT

DEFINED BENEFITS

1. (1) The following information must, under section 5 of this Regulation, be included in an application for the Superintendent's consent to a transfer of assets under section 81 of the Act with respect to defined benefits provided under the original pension plan:

1. Certified copies of the notices sent to transferred members and, if applicable, to former members, retired members and other persons entitled to benefits under the pension plan, the notice sent to any trade union and the notice sent to any advisory committee, and a statement indicating the date on which the notices were sent.
2. Any amendments to the original pension plan or the successor pension plan relating to the transfer of assets.
3. Subject to subsection (2), a report about the original pension plan, prepared as of the effective date of the transfer of assets, containing the information that would be required in a report filed under section 14 of the General Regulation as well as the following information:
 - i. The portion of the going concern liabilities and the solvency liabilities that relate to the pension benefits and ancillary benefits for which responsibility is to be transferred to the successor pension plan.
 - ii. The amount of the going concern liabilities, going concern assets, solvency liabilities, solvency assets, solvency ratio and the transfer ratio of the original pension plan before and after the proposed transfer.
 - iii. The amount of the required contributions to the original pension plan before and after the proposed transfer.
 - iv. The amount of the assets to be transferred from the original pension plan to the successor pension plan.
 - v. The total amount, if any, to be paid under subsection 79.2 (8) of the Act into prescribed retirement savings arrangements and to be paid under subsection 79.2 (9) of the Act as lump sums to individuals.

The report must be prepared by a person who would be authorized under section 15 of the General Regulation to prepare a report under section 14 of the General Regulation about the pension plan.

4. A report about the successor pension plan, prepared as of the effective date of the transfer of assets, containing the information that would be required in a report filed under section 14 of the General Regulation, to the extent applicable in the circumstances, as well as the following information:
 - i. The portion of the going concern liabilities and the solvency liabilities that,
 - A. relate to the pension benefits and ancillary benefits for which the successor employer will assume responsibility after the proposed transfer, or
 - B. in the case of a transfer of assets under section 81 of the Act between multi-employer pension plans that are established pursuant to a collective agreement or trust agreement, relate to the pension benefits and ancillary benefits to be provided by the successor pension plan after the successor pension plan has been amended in accordance with clause 79.2 (11) (b) of the Act.
 - ii. The amount of the going concern liabilities, going concern assets, solvency liabilities, solvency assets, solvency ratio and the transfer ratio of the successor pension plan before and after the proposed transfer.
 - iii. The amount of the required contributions to the successor pension plan before and after the proposed transfer.
 - iv. The amount of the assets to be transferred from the original pension plan to the successor pension plan.

The report must be prepared by a person who would be authorized under section 15 of the General Regulation to prepare a report under section 14 of the General Regulation about the pension plan.

5. A statement by the administrator of the original pension plan certifying that the original pension plan satisfies the requirements of the Act and regulations relating to the proposed transfer.
6. A statement by the administrator of the successor pension plan certifying that the successor pension plan satisfies the requirements of the Act and regulations relating to the proposed transfer.

(2) In the reports about the original pension plan and the successor pension plan that are required by subsection (1), the solvency valuations for each of the pension plans must be prepared using actuarial methods and assumptions that are consistent with those used for the other pension plan.

DEFINED CONTRIBUTION BENEFITS

2. The following information must, under section 5 of this Regulation, be included in an application for the Superintendent's consent to a transfer of assets under section 81 of the Act with respect to defined contribution benefits provided under the original pension plan:

1. Certified copies of the notices sent to transferred members and, if applicable, to former members and other persons entitled to benefits under the pension plan, the notice sent to any trade union and the notice sent to any advisory committee, and a statement indicating the date on which the notices were sent.
2. Any amendments to the original pension plan or the successor pension plan relating to the transfer of assets.
3. A statement by the administrators of the original pension plan and the successor pension plan indicating the amount of the assets to be transferred from the original pension plan to the successor pension plan and indicating the number of transferred members, former members and other persons entitled to benefits.
4. A statement by the administrator of the original pension plan certifying that the original pension plan satisfies the requirements of the Act and regulations relating to the proposed transfer.
5. A statement by the administrator of the successor pension plan certifying that the successor pension plan satisfies the requirements of the Act and regulations relating to the proposed transfer.

O. Reg. 310/13, Sched. 2; O. Reg. 239/16, s. 3.

SCHEDULE 3 STANDARD NOTICE TO TRANSFERRED MEMBERS FROM ORIGINAL PENSION PLAN

DEFINED BENEFITS

1. The standard notice to be given under subsection 16 (3) of this Regulation to a transferred member by the administrator of the original pension plan with respect to defined benefits provided under the original pension plan must contain the following information:
 1. The information that is required by section 40 of the General Regulation, with necessary modifications, determined as of the effective date of the transfer of assets.
 2. Information about any payment to be made into a prescribed savings arrangement on behalf of the transferred member under subsection 79.2 (8) of the Act, including any deadlines.
 3. Information about any payment to be made to which the transferred member may be entitled under subsection 79.2 (9) of the Act, including any applicable deadlines for providing information to the administrator.
 4. Information about how to obtain copies of any documents filed with the Superintendent with respect to the transfer of assets from the original pension plan to the successor pension plan.
 5. A statement that the documents filed with the Superintendent are available for inspection at the premises of the original employer and the successor employer or at a location that is agreed upon by the administrator and the person making the request.
 6. A statement that personal information about an individual is not available for inspection at the premises of the original employer or the successor employer, or at a location that is agreed upon by the administrator and the person making the request, unless the individual's prior consent is obtained.

DEFINED CONTRIBUTION BENEFITS

2. The standard notice to be given under subsection 21 (3) of this Regulation to a transferred member by the administrator of the original pension plan with respect to defined contribution benefits provided under the original pension plan must contain the following information:
 1. The information that is required by section 40 of the General Regulation, with necessary modifications, determined as of the effective date of the transfer of assets.
 2. Information about how to obtain copies of any documents filed with the Superintendent with respect to the transfer of assets from the original pension plan to the successor pension plan.
 3. A statement that the documents filed with the Superintendent are available for inspection at the premises of the original employer and the successor employer or at a location that is agreed upon by the administrator and the person making the request.
 4. A statement that personal information about an individual is not available for inspection at the premises of the original employer or the successor employer, or at a location that is agreed upon by the administrator and the person making the request, unless the individual's prior consent is obtained.

O. Reg. 310/13, Sched. 3; O. Reg. 239/16, s. 4.

SCHEDULE 4
STANDARD NOTICE TO TRANSFERRED MEMBERS FROM SUCCESSOR PENSION PLAN

DEFINED BENEFITS

1. The standard notice to be given under subsection 16 (3) of this Regulation to a transferred member by the administrator of the successor pension plan with respect to defined benefits provided under the original pension plan must contain the following information:

1. The name of the successor pension plan and its provincial registration number.
2. A description of the differences, if any, in the pension benefits and ancillary benefits provided under the original pension plan and under the successor pension plan.
- 2.1 A statement that the successor pension plan, as a multi-employer pension plan established pursuant to a collective agreement or trust agreement, is permitted under the Act to reduce accrued pension benefits and accrued ancillary benefits.
3. The number of years of service or membership that will be credited to the transferred member under the successor pension plan.
4. A description of the differences, if any, in the rate of contributions payable by the transferred member under the original pension plan and under the successor pension plan.
5. The transfer ratio of the successor pension plan as of the valuation date of each of the two reports filed most recently under sections 13 and 14 of the General Regulation or, if the plan is a new pension plan, the transfer ratio as of the valuation date of the report to be included in the application for the Superintendent's consent to the transfer.
6. An explanation of the transfer ratio and how it relates to the level of funding of the transferred members' benefits.

DEFINED CONTRIBUTION BENEFITS

2. The standard notice to be given under subsection 21 (3) of this Regulation to a transferred member by the administrator of the successor pension plan with respect to defined contribution benefits provided under the original pension plan must contain the following information:

1. The name of the successor pension plan and its provincial registration number.
2. A description of the differences, if any, in the rate of contributions payable by the transferred member under the original pension plan and under the successor pension plan.
3. A description of the differences, if any, in the rate of contributions payable by the original employer under the original pension plan and the successor employer under the successor pension plan or, in the case of a transfer of assets under section 81 of the Act between multi-employer pension plans that are established pursuant to a collective agreement or trust agreement, a description of the differences, if any, in the rate of contributions payable by the participating employers under the original pension plan and the participating employers under the successor pension plan.

O. Reg. 310/13, Sched. 4; O. Reg. 239/16, s. 5.

SCHEDULE 5
STANDARD NOTICE TO TRANSFERRED FORMER MEMBERS, RETIRED MEMBERS AND CERTAIN OTHERS

DEFINED BENEFITS

1. The standard notice to be given under subsection 16 (3) of this Regulation to a transferred former member, retired member or other person entitled to benefits under the successor pension plan by the administrator of the successor pension plan with respect to defined benefits under the original pension plan must contain the following information:

1. The individual's name and date of birth.
2. The name of the original pension plan and its provincial registration number.
3. The name of the successor pension plan and its provincial registration number.
4. The effective date of the transfer of assets from the original pension plan to the successor pension plan.
5. If the individual is a former member,
 - i. his or her normal retirement date and the annual amount of the pension that would be payable at that date,
 - ii. the earliest date on which he or she would be eligible to receive an unreduced pension under the successor pension plan, and the amount of the pension that would be payable at that date,
 - iii. a description of any indexation provisions applicable to the pension,

- iv. particulars of any bridging benefit or special allowance and the date on which it ceases to be paid,
 - v. particulars of any benefit payable in the event of the former member's death, and
 - vi. the name of his or her spouse, if applicable, and of any beneficiary indicated in the records of the administrator.
6. If the individual is a retired member or if the individual is receiving a pension under the original pension plan but is not a retired member,
 - i. the annual amount of the pension payable to him or her under the successor pension plan,
 - ii. a description of any indexation provisions applicable to the pension,
 - iii. particulars of any benefit payable in the event of the retired member's death, and
 - iv. the name of his or her spouse, if applicable, and of any beneficiary indicated in the records of the administrator.
 7. A statement that the pension benefits and ancillary benefits provided under the successor pension plan are not less than those provided under the original pension plan.
 8. A description of the differences, if any, in the pension benefits and ancillary benefits provided under the original pension plan and under the successor pension plan.
 - 8.1 A statement that the successor pension plan, as a multi-employer pension plan established pursuant to a collective agreement or trust agreement, is permitted under the Act to reduce accrued pension benefits and accrued ancillary benefits.
 9. The transfer ratio of the successor pension plan as of the valuation date of each of the two reports filed most recently under sections 13 and 14 of the General Regulation or, if the plan is a new pension plan, the transfer ratio as of the valuation date of the report to be included in the application for the Superintendent's consent to the transfer.
 10. An explanation of the transfer ratio and how it relates to the level of funding of benefits.
 11. Information about how to obtain copies of any documents filed with the Superintendent with respect to the transfer of assets from the original pension plan to the successor pension plan.
 12. A statement that the documents filed with the Superintendent are available for inspection at the premises of the original employer and the successor employer or at a location that is agreed upon by the administrator and the person making the request.
 13. A statement that personal information about an individual is not available for inspection at the premises of the original employer or the successor employer, or at a location that is agreed upon by the administrator and the person making the request, unless the individual's prior consent is obtained.

DEFINED CONTRIBUTION BENEFITS

2. The standard notice to be given under subsection 21 (3) of this Regulation to a transferred former member or other person entitled to benefits under the successor pension plan by the administrator of the successor pension plan with respect to defined contribution benefits under the original pension plan must contain the following information:
 1. The individual's name and date of birth.
 2. The name of the original pension plan and its provincial registration number.
 3. The name of the successor pension plan and its provincial registration number.
 4. The effective date of the transfer of assets from the original pension plan to the successor pension plan.
 5. For a former member, the date on which he or she became a member of the original pension plan.
 6. The earliest date on which the individual would be eligible to receive a pension under the successor pension plan.
 7. Information about how to obtain copies of any documents filed with the Superintendent with respect to the transfer of assets from the original pension plan to the successor pension plan.
 8. A statement that the documents filed with the Superintendent are available for inspection at the premises of the original employer and the successor employer or at a location that is agreed upon by the administrator and the person making the request.
 9. A statement that personal information about an individual is not available for inspection at the premises of the original employer or the successor employer, or at a location that is agreed upon by the administrator and the person making the request, unless the individual's prior consent is obtained.

O. Reg. 310/13, Sched. 5; O. Reg. 239/16, s. 6.

SCHEDULE 6
STANDARD NOTICE TO TRADE UNIONS AND TO ADVISORY COMMITTEES FROM ORIGINAL PENSION PLAN

DEFINED BENEFITS

1. The standard notice to be given under subsection 16 (4) of this Regulation by the administrator of the original pension plan to a trade union or to an advisory committee with respect to defined benefits under the original pension plan must contain the following information:

1. The name of the original pension plan and its provincial registration number.
2. A description of the differences, if any, in the rate of contributions payable by transferred members under the original pension plan and under the successor pension plan.
3. A description of the differences, if any, in the pension benefits and ancillary benefits provided under the original pension plan and under the successor pension plan.
- 3.1 A statement that the successor pension plan, as a multi-employer pension plan established pursuant to a collective agreement or trust agreement, is permitted under the Act to reduce accrued pension benefits and accrued ancillary benefits.
4. In a notice about a transfer of assets under section 80 of the Act, a description of the accrued pension benefits for which the original employer continues to be responsible.
5. The transfer ratio and solvency ratio of the original pension plan before and after the transfer.
6. In a notice given to a trade union, the number of transferred members who are members of the trade union and a list of their names.

DEFINED CONTRIBUTION BENEFITS

2. The standard notice to be given under subsection 21 (4) of this Regulation by the administrator of the original pension plan to a trade union or to an advisory committee with respect to defined contribution benefits under the original pension plan must contain the following information:

1. The name of the original pension plan and its provincial registration number.
2. A description of the differences, if any, in the rate of contributions payable by transferred members under the original pension plan and under the successor pension plan.
3. A description of the differences, if any, in the rate of contributions payable by the original employer under the original pension plan and the successor employer under the successor pension plan or, in the case of a transfer of assets under section 81 of the Act between multi-employer pension plans that are established pursuant to a collective agreement or trust agreement, a description of the differences, if any, in the rate of contributions payable by the participating employers under the original pension plan and the participating employers under the successor pension plan.
4. In a notice about a transfer of assets under section 80 of the Act, a description of the accrued pension benefits for which the original employer continues to be responsible.
5. In a notice about a transfer of assets under section 81 of the Act, a description of the changes, if any, to the benefits of transferred members as a result of the transfer.
6. In a notice given to a trade union, the number of transferred members who are members of the trade union and a list of their names.

O. Reg. 310/13, Sched. 6; O. Reg. 239/16, s. 7.

SCHEDULE 7
STANDARD NOTICE TO TRADE UNIONS AND TO ADVISORY COMMITTEES FROM SUCCESSOR PENSION PLAN

DEFINED BENEFITS

1. The standard notice to be given under subsection 16 (4) of this Regulation by the administrator of the successor pension plan to a trade union or to an advisory committee with respect to defined benefits under the original pension plan must contain the following information:

1. The name of the successor pension plan and its provincial registration number.
2. A description of the differences, if any, in the rate of contributions payable by transferred members under the original pension plan and under the successor pension plan.

3. A description of the differences, if any, in the pension benefits and ancillary benefits provided under the original pension plan and under the successor pension plan.
- 3.1 A statement that the successor pension plan, as a multi-employer pension plan established pursuant to a collective agreement or trust agreement, is permitted under the Act to reduce accrued pension benefits and accrued ancillary benefits.
4. A description of the accrued pension benefits for which the successor employer has agreed to be responsible or, in the case of a transfer of assets under section 81 of the Act between multi-employer pension plans that are established pursuant to a collective agreement or trust agreement, a description of the accrued pension benefits and accrued ancillary benefits to be provided by the successor plan after the successor pension plan has been amended in accordance with clause 79.2 (11) (b) of the Act.
5. The transfer ratio and solvency ratio of the successor pension plan before and after the transfer.
6. In a notice about a transfer of assets under section 81 of the Act, a description of the changes, if any, to the benefits of transferred members as a result of the transfer.
7. In a notice given to a trade union, the number of transferred members who are members of the trade union and the list of their names.

DEFINED CONTRIBUTION BENEFITS

2. The standard notice to be given under subsection 21 (4) of this Regulation by the administrator of the successor pension plan to a trade union or to an advisory committee with respect to defined contribution benefits under the original pension plan must contain the following information:

1. The name of the successor pension plan and its provincial registration number.
2. A description of the differences, if any, in the rate of contributions payable by transferred members under the original pension plan and under the successor pension plan.
3. A description of the differences, if any, in the rate of contributions payable by the original employer under the original pension plan and the successor employer under the successor pension plan or, in the case of a transfer of assets under section 81 of the Act between multi-employer pension plans that are established pursuant to a collective agreement or trust agreement, a description of the differences, if any, in the rate of contributions payable by the participating employers under the original pension plan and the participating employers under the successor pension plan.
4. A description of the accrued pension benefits for which the successor employer has agreed to be responsible or, in the case of a transfer of assets under section 81 of the Act between multi-employer pension plans that are established pursuant to a collective agreement or trust agreement, a description of the accrued pension benefits and accrued ancillary benefits to be provided by the successor plan after the successor pension plan has been amended in accordance with clause 79.2 (11) (b) of the Act.
5. In a notice given to a trade union, the number of transferred members who are members of the trade union and the list of their names.

O. Reg. 310/13, Sched. 7; O. Reg. 239/16, s. 8.

SCHEDULE 8 SPECIAL NOTICE TO TRANSFERRED MEMBERS FROM ORIGINAL PENSION PLAN

DEFINED BENEFITS

1. The special notice to be given under subsection 17 (2) of this Regulation to each transferred member by the administrator of the original pension plan with respect to defined benefits under the original pension plan must contain the following information:

1. The name of the original pension plan and its provincial registration number.
2. The individual's name and date of birth.
3. The number of years of service credited under the pension plan for the purpose of calculating his or her pension benefit.
4. The accumulated amount of his or her contributions to the pension fund, including interest credited to the contributions.
5. His or her normal retirement date and the annual amount of the pension that would be payable at that date.
6. The earliest date on which he or she would be eligible to receive an unreduced pension under the original pension plan and the amount of the pension that would be payable at that date.

7. The name of any person designated by him or her as a beneficiary for the purposes of the pre-retirement death benefit under section 48 of the Act.
8. If applicable, the formula for computing his or her pension benefit under the original pension plan.
9. A description of any indexation provisions applicable to the pension benefit.
10. Particulars of any integration of his or her pension entitlement with pensions payable under the *Canada Pension Plan* or the *Old Age Security Act* (Canada) and the effect of such integration.
11. Particulars of any benefit payable in the event of his or her death, other than those required under section 44 or 48 of the Act.
12. Particulars of any benefit payable in the event of the termination of his or her employment.
13. Particulars of any bridging benefit or special allowance and the date on which it ceases to be paid.
14. The transfer ratio of the original pension plan as of the valuation date of the last filed valuation report.

DEFINED CONTRIBUTION BENEFITS

2. The special notice to be given under subsection 22 (2) of this Regulation to each transferred member by the administrator of the original pension plan with respect to defined contribution benefits under the original pension plan must contain the following information:

1. The name of the original pension plan and its provincial registration number.
2. The individual's name and date of birth.
3. The accumulated amount of his or her contributions to the pension fund, including interest credited to the contributions.
4. The earliest date on which he or she would be eligible to receive a pension.
5. The name of any person designated by him or her as a beneficiary for the purposes of the pre-retirement death benefit under section 48 of the Act.
6. Particulars of any benefit payable in the event of his or her death, other than those required under section 48 of the Act.
7. Particulars of any benefit payable in the event of the termination of his or her employment.

O. Reg. 310/13, Sched. 8.

SCHEDULE 9 SPECIAL NOTICE TO TRANSFERRED MEMBERS FROM SUCCESSOR PENSION PLAN

DEFINED BENEFITS

1. The special notice to be given under subsection 17 (2) of this Regulation to each transferred member by the administrator of the successor pension plan with respect to defined benefits under the original pension plan must contain the following information:

1. The name of the successor pension plan and its provincial registration number.
2. The individual's name and date of birth.
3. An estimate of the amount of pension that would be payable to him or her under the successor pension plan at the normal retirement date, if he or she elects to make the transfer from the original pension plan to the successor pension plan, and a description of the methods and assumptions used to calculate the estimate.
4. The earliest date on which he or she would be eligible to receive an unreduced pension under the successor pension plan.
5. An estimate of the amount of the pension that would be payable under the successor pension plan at that date if he or she elects to make the transfer, and a description of the methods and assumptions used to calculate the estimate.
6. An estimate of the amount of the pension that would be payable under the successor pension plan at that date if he or she does not elect to make the transfer, and a description of the methods and assumptions used to calculate the estimate.
7. The number of years of service that would be credited to him or her under the successor pension plan, if he or she elects to make the transfer.
8. The name of any person designated by him or her as a beneficiary for the purposes of the pre-retirement death benefit under section 48 of the Act.

9. If applicable, the formula for computing his or her pension benefit under the original pension plan.
10. A description of any indexation provisions applicable to the pension benefit.
11. Particulars of any integration of his or her pension entitlement with pensions payable under the *Canada Pension Plan* or the *Old Age Security Act* (Canada) and the effect of such integration.
12. Particulars of any benefit payable in the event of his or her death, other than those required under section 44 or 48 of the Act.
13. Particulars of any benefit payable in the event of the termination of his or her employment.
14. Particulars of any bridging benefit or special allowance and the date on which it ceases.
15. The transfer ratio of the successor pension plan as of the valuation date of the last filed valuation report.

DEFINED CONTRIBUTION BENEFITS

2. The special notice to be given under subsection 22 (2) of this Regulation to each transferred member by the administrator of the successor pension plan with respect to defined contribution benefits under the original pension plan must contain the following information:

1. The name of the successor pension plan and its provincial registration number.
2. The individual's name and date of birth.
3. The earliest date on which he or she would be eligible to receive a pension under the successor pension plan.
4. The name of any person designated by him or her as a beneficiary for the purposes of the pre-retirement death benefit under section 48 of the Act.
5. Particulars of any benefit payable in the event of his or her death, other than those required under section 48 of the Act.
6. Particulars of any benefit payable in the event of the termination of his or her employment.

O. Reg. 310/13, Sched. 9.

SCHEDULE 10 SPECIAL NOTICE TO FORMER MEMBERS, RETIRED MEMBERS AND CERTAIN OTHERS FROM ORIGINAL PENSION PLAN

DEFINED BENEFITS

1. The special notice to be given under subsection 17 (3) of this Regulation to each former member, retired member and other person entitled to benefits under the original pension plan by the administrator of the original pension plan with respect to defined benefits under the original pension plan must contain the following information:

1. The name of the original pension plan and its provincial registration number.
2. The individual's name and date of birth.
3. For a former member, the accumulated amount of his or her contributions to the pension fund, including interest credited to the contributions.
4. For a retired member, the annual amount of the pension payable to him or her.
5. A description of any indexation provisions applicable to the pension benefit.
6. Particulars of any benefit payable in the event of his or her death, other than those required under section 44 or 48 of the Act.
7. For a former member, the name of any person designated by the individual as a beneficiary for the purposes of the pre-retirement death benefit under section 48 of the Act.
8. For a retired member, the name of his or her spouse, if any, as indicated on the records of the administrator and the type of joint and survivor pension selected when he or she became a retired member.
9. For a former member, particulars of any bridging benefit or special allowance and the date on which it ceases to be paid.
10. The transfer ratio of the original pension plan as of the valuation date of the last filed valuation report.

O. Reg. 310/13, Sched. 10.

**SCHEDULE 11
SPECIAL NOTICE TO TRANSFERRED FORMER MEMBERS, RETIRED MEMBERS AND CERTAIN OTHERS
FROM SUCCESSOR PENSION PLAN**

DEFINED BENEFITS

1. The special notice to be given under subsection 17 (3) of this Regulation to each transferred former member, retired member and other person entitled to benefits under the original pension plan by the administrator of the successor pension plan with respect to defined benefits under the original pension plan must contain the following information:
 1. The name of the successor pension plan and its provincial registration number.
 2. The individual's name and date of birth.
 3. A description of any indexation provisions applicable to the pension benefit.
 4. Particulars of any benefit payable in the event of his or her death, other than those required under section 44 or 48 of the Act.
 5. For a transferred former member, particulars of any bridging benefit or special allowance and the date on which it ceases.
 6. The transfer ratio of the successor pension plan as of the valuation date of the last filed valuation report.

O. Reg. 310/13, Sched. 11.

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TAB 4

Pension Benefits Act, SNS 2011, c 41

ASSET TRANSFERS BETWEEN PENSION PLANS

Prohibition on asset transfers

106 (1) No person shall transfer assets between pension plans if the transferred assets relate to the provision of defined benefits unless

(a) the transfer is authorized under Section 32, 61, 108, 109 or 110; or

(b) the transfer satisfies the prescribed requirements and the Superintendent has consented in advance to the transfer.

(2) No person shall transfer assets between pension plans that provide only defined contribution benefits unless the transfer satisfies the prescribed requirements and the Superintendent consents to the transfer.

(3) No person shall transfer assets between pension plans if the transferred assets relate to the provision of target benefits unless the transfer satisfies the prescribed requirements and the Superintendent has consented in advance to the transfer. 2011, c. 41, s. 106.

Requirements, etc., for all asset transfers

107 (1) This Section applies to every transfer of assets between pension plans that is authorized under Section 106, 108, 109 or 110.

(2) The effective date of the transfer of assets is determined in accordance with the regulations.

(3) Where any of the assets to be transferred relate to the provision of defined benefits in the original pension plan, the transferred assets must be used to provide defined benefits in the successor pension plan at the effective date, in accordance with such requirements as may be prescribed.

(4) Every transfer of assets must satisfy such funding requirements as may be prescribed.

(5) Where either pension plan has going concern unfunded liabilities or solvency deficiencies determined as of the effective date of the transfer, the transfer of assets must satisfy such additional requirements as may be prescribed.

(6) The administrator of each pension plan shall comply with such requirements as may be prescribed with respect to the transfer of assets between the pension plans, including any requirement to give notice about the transfer.

(7) Where the amount of the assets to be transferred in relation to an individual's pension benefits and other benefits under the original pension plan is greater than the amount allowed under the Income Tax Act (Canada) for such a transfer, the administrator of the original pension plan shall pay the portion that exceeds that allowed amount into a prescribed retirement savings arrangement on behalf of the individual.

(8) Where the amount to be paid under subsection (7) into a prescribed retirement savings arrangement is greater than the amount prescribed under the Income Tax Act (Canada) for such a transfer, the administrator shall pay the portion that exceeds the prescribed amount as a lump sum to the individual.

(9) When the assets are transferred in accordance with this Act and the regulations, the transferred assets become part of the assets of the pension fund for the successor pension plan and they cease to be identified as assets of the original pension plan.

(10) When the assets are transferred in accordance with this Act and the regulations, the employer who is the sponsor of the successor pension plan assumes responsibility for providing pension benefits and other benefits under the original pension plan to the transferred members, former members, retired members and other persons entitled to payments under that plan, and the transferred members, former members, retired members and other persons entitled to payments have no further claim against the original pension plan.

(11) Subsection (10) does not require the successor pension plan to provide the same pension benefits and other benefits for the transferred members that were provided for them under the original pension plan.

(12) Subsection (11) does not affect any claims of the transferred members, former members, retired members or other persons under the successor pension plan.

(13) Where the transfer of assets is made with the consent of the transferred member, former member, retired member or other person, the administrator of the original pension plan is discharged on transferring the assets in accordance with this Act and the regulations.

(14) The Superintendent by order may require the administrator of the successor pension plan to return to the original pension plan, with interest calculated in the prescribed manner, assets transferred in contravention of this Act or the regulations.

(15) Subject to Section 115, an order under subsection (14), exclusive of the reasons therefor, may, for the purpose of enforcement of the order, be registered with the Supreme Court of Nova Scotia and is enforceable in the same manner as a judgment of that Court. 2011, c. 41, s. 107.

Establishment of successor pension plan

110 (1) Where a pension plan is established by an employer to be a successor to an existing pension plan and the employer ceases to make contributions to the original pension plan, the original pension plan is deemed not to be wound up and the successor pension plan is deemed to be a continuation of the original pension plan.

(2) The benefits under the original pension plan in respect of employment before the establishment of the successor pension plan are deemed to be benefits under the successor pension plan.

(3) Subsection (2) does not require the successor pension plan to provide the same pension benefits and other benefits for the transferred members that were provided for them under the original pension plan.

(4) Subsection (2) applies whether or not the assets and liabilities of the original pension plan are consolidated with those of the successor pension plan.

(5) The Superintendent's prior consent is required to authorize the transfer of assets from the original pension plan to the successor pension plan.

(6) The administrator of either pension plan or such other persons as may be prescribed may apply for the Superintendent's consent to the transfer of assets from the original pension plan to the successor pension plan.

(7) The Superintendent shall consent to the transfer of assets in accordance with the application to the extent that

(a) the administrators of the two pension plans have agreed upon the manner of determining the amount of assets to be transferred, and the applicant has given the Superintendent notice of their agreement;

(b) where the pension benefits and other benefits to be provided under the successor pension plan for the transferred members are not the same as the pension benefits and other benefits provided for them under the original pension plan, the commuted value of the benefits provided for the transferred members under the successor pension plan is not less than the commuted value of the benefits provided for them under the original pension plan, as adjusted for any payments made from the original pension plan to a prescribed retirement savings arrangement or directly to the transferred members in connection with the transfer of the assets;

(c) the commuted value of the benefits referred to in clause (b) is determined as of the effective date of the transfer of the assets;

(d) where the original pension plan has a surplus as of the effective date of the transfer of assets, the amount of assets to be transferred includes a portion of the surplus determined in accordance with the regulations; and

(e) such other criteria as may be prescribed, are satisfied.

(8) The Superintendent may waive one or more of the conditions referred to in subsections 107(4) and (5) in the prescribed circumstances. 2011, c. 41,

TAB 5

Wind Up Provisions under Other Provinces' Pension Legislation

Employment Pension Plans Act, SA 2012, c E-8.1

Termination by direction of Superintendent

118(1) The Superintendent may direct the administrator of a pension plan to terminate the plan if

- (a) one or more of the plan documents of the plan do not comply with this Act or the regulations, or
- (b) the administrator has not complied with this Act, the regulations, the plan documents or a direction issued under section 133.

(2) If the Superintendent makes a direction under subsection (1), the Superintendent must specify a date as the effective date of the termination.

Pension Benefits Standards Act, SBC 2012, c 30

Termination by direction of superintendent

98 (1) The superintendent may direct the administrator of a pension plan to terminate the plan if

- (a) one or more of the plan documents do not comply with this Act or the regulations, or
- (b) the administrator has not complied with this Act, the regulations, the plan documents or a direction issued under section 113.

(2) If the superintendent makes a direction under subsection (1), the superintendent must specify a date as the effective date of the termination.

The Pension Benefits Act, CCSM, c P32

Declaration by commission as to termination of plan

33(1) The commission, when it is of the opinion that an employer has discontinued or is in the process of discontinuing a part or all of his business operations in which a substantial number of his employees who are members of a pension plan are employed, may declare the pension plan terminated in whole or in part for the purposes of this Act on such date as the commission in its discretion considers such business operations are discontinued.

Notice of declaration

33(2) Where the commission declares under subsection (1) that a pension plan is terminated in whole or in part, it shall notify the administrator by registered mail of the declaration.

Objection to declaration

33(3) The administrator may object to the declaration by serving on the commission, within 60 days after the date of mailing of the declaration, a notice of objection, in a form approved by the superintendent, setting out the reasons for the objection and all the relevant facts.

Review on objection

33(4) As soon as practicable after receiving a notice of objection, the commission must

- (a) reconsider its declaration;
- (b) confirm, revoke or vary the declaration; and
- (c) notify the administrator by registered mail of its decision.

Pension Benefits Act, SNB 1987, c P-5.1

61(1) The Superintendent may by order require the wind-up of a pension plan, in whole or in part, on such date and with such notice as in the opinion of the Superintendent are appropriate, if

- (a) there is a cessation or suspension of employer contributions to the pension fund,
- (b) there is a cessation or suspension of crediting service for pension benefits to members under the plan,
- (c) the employer is bankrupt within the meaning of the Bankruptcy Act, chapter B-3 of the Revised Statutes of Canada, 1970,
- (d) a significant number of members of the pension plan have terminated employment as a result of the discontinuance of all or part of the business of the employer, or as a result of the reorganization of the business of the employer,

- (e) the provisions of this Act or regulations are not being complied with,
- (f) all or part of the employer's business or all or part of the assets of the employer's business are sold, assigned or otherwise disposed of and the person who acquires the business or assets does not provide a pension plan for the members of the employer's pension plan who become employees of that person,
- (g) in the case of a multi-employer pension plan,
 - (i) there is a significant reduction in the number of members, or
 - (ii) there is a cessation of contributions under the pension plan or a significant reduction in such contributions, or
- (h) any other prescribed event or circumstance occurs.

Pension Benefits Act, 1997, SNL 1996, c P-4.01

Plan termination

59. (1) The superintendent may declare the whole or part of a pension plan terminated where

- (a) there is a suspension or cessation of employer contributions in respect of all or part of the plan membership, except where surplus is used to meet funding requirements;
- (b) the employer has discontinued or is in the process of discontinuing all of its business operation or a part in which a substantial portion of its employees who are members of the plan are employed;
- (c) the employer is bankrupt within the meaning of the Bankruptcy Act (Canada);
- (d) the superintendent is of the opinion that the plan has failed to meet the requirements prescribed by the regulations for solvency in respect of funding; or
- (e) all or part of the business or assets of a predecessor employer's business are sold, assigned or otherwise disposed of and the successor employer who acquired the business or assets does not provide a pension plan for the members of the predecessor employer's plan who become employees of the successor employer.

(2) A declaration made under subsection (1) shall declare the whole or part of a pension plan to be terminated as of a date determined by the superintendent.

The Pension Benefits Act, 1992, SS 1992, c P-6.001

Termination by superintendent

51(1) Where the superintendent refuses to register a plan or cancels the registration of a plan, the plan is terminated.

(2) Where an employer fails to make contributions to a plan with respect to a specific and identifiable class or group of members, the superintendent may terminate that part of the plan that is applicable to that class or group.

(3) In any case other than that described in subsection (2), where an employer fails to make contributions to a plan, the superintendent may terminate the whole plan.

(4) Subsections (2) and (3) do not apply to the extent that surplus assets are used to provide employer contributions, if:

(a) the plan permits that use;

(b) the intention of the employer to do so is disclosed to the members and former members in the prescribed manner; and

(c) the superintendent has approved that use.

(5) Subject to subsection (6), the failure of an employer to make contributions pursuant to a specified multi-employer plan does not terminate the plan unless the plan provides that it does so.

(6) On the registration of a plan that includes an identifiable class or group of the members of another plan:

(a) years of continuous employment pursuant to the other plan count as years of continuous employment pursuant to the plan; and

(b) the other plan or the part of the other plan that affects the class or group is not to be terminated unless the superintendent determines that the plan should be terminated.

(7) A termination pursuant to subsection (1), (2), (3) or (6) takes effect when the remedies pursuant to sections 22 and 23 have been exhausted.

TAB 6

**2016 AGREEMENT RESPECTING
MULTI-JURISDICTIONAL PENSION PLANS**

The signatories of this Agreement are as follows:

The governments of

BRITISH COLUMBIA, herein acting and represented by the Minister of Finance;

NOVA SCOTIA, herein acting and represented by the Minister of Finance and Treasury Board;

ONTARIO, herein acting and represented by the Minister of Finance;

QUEBEC, herein acting and represented by the Minister of Finance and the Minister responsible for Canadian Relations and the Canadian Francophonie; and

SASKATCHEWAN, herein acting and represented by the Minister of Justice and Attorney General.

RECITALS

- I. Each signatory to this Agreement represents a legislative jurisdiction in Canada and is authorized by the laws of the signatory's jurisdiction to sign this Agreement.
- II. A pension plan may be subject to the pension legislation of more than one jurisdiction and may be subject to the supervision of more than one jurisdiction's pension supervisory authority, by reason of the nature or place of the plan members' residence or employment or the nature of the business, work or undertaking of the members' employer.
- III. Pension plans that are subject to the pension legislation of more than one jurisdiction play a significant role in providing retirement income to many Canadians. To establish an efficient and transparent regulatory environment for such plans, the parties to this Agreement deem it desirable to specify the rules that apply to such plans and allow, to the extent provided for in this Agreement, a single pension supervisory authority to exercise with respect to any such pension plan all of the supervisory and regulatory powers to which such plan is subject.
- IV. The laws of the jurisdictions whose governments are party to this Agreement allow for the incorporation of rules for pension plans enacted by Canadian legislative jurisdictions or as otherwise set out in this Agreement, as well as the reciprocal application of legislative provisions and administrative powers by the pension supervisory authorities concerned.
- V. Therefore, the parties to this Agreement agree as follows:

PART I GENERAL PROVISIONS

SECTION 1.

DEFINITIONS & SCHEDULES

Definitions

1. (1) For the purposes of this Agreement, unless the context indicates a different meaning:

“active member” means, in relation to a pension plan, a person who:

- (a) is accruing benefits under the plan; or
- (b) is no longer accruing benefits under the plan, but who is deemed by the terms of the plan or the pension legislation that would apply to the person if this Agreement did not exist to have the same status as an active member of the plan as a person determined under clause (a); (“participant actif”)

“pension legislation” means, in relation to a jurisdiction, the legislation identified in Schedule A in respect of that jurisdiction and any subordinate legislation made under that legislation, all as amended or substituted from time to time; (“loi sur les régimes de retraite”)

“pension plan” means, in respect of a jurisdiction, any plan that is subject to the jurisdiction’s pension legislation; and (“régime de retraite”)

“pension supervisory authority” means the government ministry, department or agency of a jurisdiction that has supervisory or regulatory powers with respect to pension plans under the pension legislation of the jurisdiction. (“organisme de surveillance”)

Schedules

(2) The following attached Schedules form part of this Agreement:

- (a) Schedule A – Pension Legislation; and
- (b) Schedule B – Matters Covered by Incorporated Legislative Provisions.

SECTION 2.

APPLICATION

General application

2. (1) Subject to subsection (2) and section 26, this Agreement applies to any pension plan that would, if this Agreement and any other agreement respecting the supervision of pension plans did not exist, be subject to registration with a pension supervisory authority under the pension legislation of more than one jurisdiction that is subject to this Agreement.

Restriction

(2) This Agreement does not apply to a pension plan if the pension supervisory authority that would be designated as the major authority for the plan under this Agreement is not subject to this Agreement.

Plan provision not effective

(3) This Agreement applies in respect of a pension plan despite any conflicting provision in any document that creates or supports the pension plan.

PART II MAJOR AUTHORITY

SECTION 3.

DETERMINATION OF THE MAJOR AUTHORITY

One major authority

3. (1) One pension supervisory authority having jurisdiction over a pension plan shall be the major authority for the plan.

Plurality of active members

(2) Except as provided in sections 5 and 26, the major authority for a pension plan shall be the pension supervisory authority of the jurisdiction with the plurality of active members of the plan, as determined in accordance with subsection (3) and considering only those jurisdictions whose pension legislation would, if this Agreement and any other agreement respecting the supervision of pension plans did not exist, require the plan to be registered with the pension supervisory authority of that jurisdiction.

Determination of plurality

(3) The jurisdiction that, among those referred to in subsection (2), has the plurality of active members of a pension plan shall be determined using the most recent periodic information return that has been filed with a pension supervisory authority in relation to the plan's fiscal year end, or if an application to register a new pension plan is received by a pension supervisory authority, determined using the information set out in the application, and on the following basis:

- (a) in respect of a provincial jurisdiction, the number of active members of the plan who are employed in that provincial jurisdiction and who would be subject to that jurisdiction's pension legislation if this Agreement and any other agreement respecting the supervision of pension plans did not exist; and
- (b) in respect of the federal jurisdiction, the number of active members of the plan who are employed in "included employment" within the meaning of that jurisdiction's pension legislation, where the plan is subject to that jurisdiction's pension legislation.

Equal number of active members

(4) Where the major authority for a pension plan cannot be determined by applying subsections (2) and (3) because two or more jurisdictions have authority over an equal number, greater than zero, of active members of the plan, the major authority for the plan shall be, of those jurisdictions, the authority whose main office is in closest proximity to the main office of the administrator of the plan. For the purposes of this subsection:

- (a) the main office of a pension supervisory authority is the office from which the authority conducts most of its supervisory activities; and

- (b) the main office of the pension plan administrator is the office from which the plan administrator described in the text of the pension plan conducts most of the plan's administration.

Status as major authority

(5) A pension supervisory authority that becomes the major authority for a pension plan in accordance with this Agreement shall remain the major authority for the plan until the authority loses its status as major authority in accordance with this Agreement.

Minor authorities

(6) Once a pension supervisory authority becomes the major authority for a pension plan, any other pension supervisory authority to which this Agreement extends and that has supervisory or regulatory powers with respect to the plan becomes a minor authority for the plan.

New pension plan registration

(7) Where a pension supervisory authority receives an application to register a pension plan, that authority shall determine whether it is the major authority for the plan within the meaning of this Agreement, and if necessary and as soon as possible thereafter, that authority shall notify the plan administrator as to the relevant authority with which the plan should or may be registered and shall notify the relevant authority about the plan to be registered.

SECTION 4.

ROLE OF THE MAJOR AUTHORITY

Interpretation

4. (1) For the purposes of this section:

- (a) a decision includes an order, direction, approval or, if specific recourse is provided, a proposal to make such a decision; and
- (b) recourse includes the right to request a hearing, review, reconsideration or appeal.

Role of major authority

(2) The major authority for a pension plan shall:

- (a) supervise and regulate the plan in accordance with this Agreement, and on behalf of each of the minor authorities for the plan as required by this Agreement;
- (b) subject to subsection (3) and section 9, exercise, with respect to the plan and as required by this Agreement, the functions and powers necessary to carry out this Agreement conferred on the minor authority by the pension legislation of the minor authority's jurisdiction;

- (c) apply and enforce any rules specified in this Agreement that are not part of the pension legislation of a jurisdiction; and
- (d) determine any matter or question related to the application of this Agreement to the plan in accordance with this Agreement and the procedural provisions of the pension legislation of the major authority's jurisdiction.

Exceptions

(3) Despite clause (b) of subsection (2):

- (a) where the major authority for a pension plan and a minor authority for the plan agree that a particular function or power conferred by the pension legislation of the minor authority's jurisdiction shall be exercised in respect of the plan by the minor authority, only such minor authority may exercise such function or power in respect of the plan;
- (b) where the major authority for a pension plan and a minor authority for the plan agree that a particular decision concerning the application of provisions of the pension legislation of the minor authority's jurisdiction shall be made in respect of the plan by the minor authority, only such minor authority may make such decision in respect of the plan; and
- (c) where pension legislation confers on a pension supervisory authority the power to order or otherwise require the splitting of the assets and liabilities of a pension plan, only such authority may make a decision concerning the exercise of that power with respect to the liabilities of a plan that are subject to such pension legislation and the assets of the plan related to the funding of those liabilities.

Decisions and recourse

(4) Any decision that may be made by the major authority for a pension plan that applies the provisions of the pension legislation of a minor authority's jurisdiction as described in clause (b) of subsection (1) of section 6 is subject to the following rules:

- (a) the decision shall be made under the procedural provisions of the pension legislation of the major authority's jurisdiction that would have applied if the matter had arisen under that legislation;
 - (b) the decision shall be deemed to have been made by the minor authority under the procedural provisions of the pension legislation of the minor authority's jurisdiction that would have applied if the minor authority had made the decision;
-

- (c) when the decision is issued by the major authority, it shall include notice to any person receiving the decision as to:
- (i) the provisions of the pension legislation of the minor authority's jurisdiction that were applied in formulating the decision that is made;
 - (ii) the recourse provided, if any, from the decision under the pension legislation of the minor authority's jurisdiction, including the body before whom such recourse may be exercised;
 - (iii) the time limit under the pension legislation of the minor authority's jurisdiction for exercising such recourse; and
 - (iv) where the pension legislation of the minor authority's jurisdiction does not provide for recourse from the decision, any recourse from the decision provided under any other legislation of that jurisdiction, including the body before whom such recourse may be exercised and the time limit for exercising such recourse; and
- (d) the right to recourse from the decision shall be determined under the pension legislation or other legislation of the minor authority's jurisdiction as though the decision had been made under the procedural provisions of that legislation.

Continued role of major authority

(5) Exercise of a recourse from a decision referred to in this section does not have the effect of preventing or releasing the major authority from continuing to fulfill its responsibilities with respect to the pension plan as set out in subsection (2).

Enforcement of decisions

(6) The major authority shall enforce any decision referred to in this section once that decision is no longer open to any further recourse, as well as any decision resulting from such recourse that is no longer open to any further recourse.

Communication with major authority

(7) A person shall be entitled to communicate with the major authority for a pension plan in the same manner that the person would be entitled to communicate with a pension supervisory authority under the legislation that would apply to the person if this Agreement did not exist.

Representative

(8) Where a person having any rights or benefits under a pension plan has designated another person or an association that represents people with rights or benefits under the plan to act on his or her behalf with respect to the major authority for the plan, such authority shall, to the extent permitted by law, communicate with that other person or association and, upon request, provide that other person or association with the information and documents to which the person is entitled.

SECTION 5.**LOSS OF MAJOR AUTHORITY STATUS****Loss of major authority status**

5. (1) The major authority for a pension plan shall lose its status in that regard on the date described in subsection (2) where, according to the most recent periodic information return that has been filed with the major authority in relation to the plan's fiscal year end, the number of active members of the plan employed in relation to the major authority's jurisdiction, as determined under subsection (3) of section 3 as of the plan's fiscal year end, is:

- (a) for the third consecutive fiscal year, less than the number of active members who were employed in relation to any other jurisdiction or jurisdictions;
- (b) less than 75% of the number of active members who were employed in relation to any other jurisdiction; or
- (c) equal to zero and there are active members of the plan employed in relation to any other jurisdiction.

Date of loss of major authority status

(2) The major authority for a pension plan loses its status in that regard:

- (a) in the case provided for in clause (a) or (b) of subsection (1), five days prior to the end of the first plan fiscal year that begins after the date on which the major authority received the information referred to in the relevant clause; and
- (b) in the case provided for in clause (c) of subsection (1), upon the later of the fifth day before the end of the current plan fiscal year during which the major authority received the information referred to in that clause or of the expiry of the period of six months beginning on the date the major authority received the information.

New major authority

(3) When the major authority for a pension plan loses its status in that regard in accordance with subsection (2), the pension supervisory authority for the jurisdiction having, as determined in accordance with subsection (1), the plurality of active members of the plan becomes the plan's new major authority if that new major authority is subject to this Agreement.

Equal number of active members

(4) Where the new major authority for a pension plan cannot be determined in accordance with subsection (3) because two or more jurisdictions have authority over an equal number, greater than zero, of active members of the plan, the major authority for the plan shall be, of those jurisdictions, the authority whose main office is in closest proximity to the main office of the administrator of the plan. For the purposes of this subsection:

- (a) the main office of a pension supervisory authority is the office from which the authority conducts most of its supervisory activities; and
- (b) the main office of the pension plan administrator is the office from which the plan administrator described in the text of the pension plan conducts most of the plan's administration.

Transitional rules

(5) Where the major authority for a pension plan loses its status in that regard in accordance with this section:

- (a) all matters related to the plan that are pending before the major authority on the day preceding its loss of status as major authority shall be continued before that authority;
- (b) all matters related to the plan that concern a decision, order, direction or approval proposed or made by the major authority and pending before any administrative body or court on the day preceding the loss of the major authority's status as major authority shall be continued before such body or court;
- (c) for every matter in respect of which the major authority referred to in clause (a) or the administrative body or court referred to in clause (b) has proposed or made a decision, order, direction or approval to which the pension legislation or other legislation applying on the day preceding the replacement of the major authority provides a right of recourse:
 - (i) such right shall be maintained so long as the period provided for exercising that right has not expired; and
 - (ii) such recourse may be brought before the administrative body or court provided for by the legislation giving entitlement thereto;

- (d) for any matter related to the plan not described in clauses (a) to (c) that occurred while the major authority was the major authority for the plan and that related to the provisions of the pension legislation of the major authority's jurisdiction in respect of a matter referred to in Schedule B:
 - (i) the major authority may, even after it loses its status in that regard for the plan, conduct an examination, investigation or inquiry into the matter in accordance with the pension legislation of the major authority's jurisdiction to determine whether compliance with that legislation was met, and in such case, the matter shall remain subject to that major authority; and
 - (ii) where the matter constitutes an offence under the pension legislation of the major authority's jurisdiction, the offence may be prosecuted by the competent authority in that jurisdiction, and in such case, the matter shall remain subject to that major authority; and
- (e) all matters referred to in clauses (a) to (d) shall remain subject to the pension legislation or other legislation that, under this Agreement, applied to such matters on the day preceding the loss of the major authority's status as major authority.

Notice by major authority

(6) Where the major authority for a pension plan receives from the administrator of the plan the information described in clauses (a), (b) or (c) of subsection (1), it shall:

- (a) as soon as possible after receipt of the information, notify the pension plan administrator and each minor authority for the plan of the date on which, pursuant to subsection (2), it will lose its status as major authority for the plan and, if applicable, the pension supervisory authority that shall become the new major authority for the plan; and
- (b) as soon as possible after the plan's new major authority assumes its functions, provide to such new major authority all relevant records, documents or other information that it has concerning the plan.

Notice by new major authority

(7) The pension supervisory authority that replaces another authority as major authority for a pension plan shall, as soon as possible after assuming its functions, inform the pension plan administrator and each of the plan's minor authorities of the date on which it assumed the functions of major authority.

Notice by plan administrator

(8) The administrator of a pension plan that receives from the plan's major authority notice of the information provided for in clause (a) of subsection (6) or in subsection (7) shall:

- (a) in respect of the information provided for in clause (a) of subsection (6), transmit such information to each employer that is party to the plan and any collective bargaining agent that represents any person who has rights or benefits under the plan within 90 days after such notice; and
- (b) in respect of the information provided for in subsection (7), transmit such information to each employer that is party to the plan and any person who has rights or benefits under the plan who is entitled to receive an annual statement of the person's benefits, no later than the expiry of the period for providing such persons with their next annual statements of benefits.

**PART III
APPLICABLE LAW**

SECTION 6.**APPLICABLE LEGISLATION****Applicable pension legislation**

6. (1) While a pension supervisory authority is the major authority for a pension plan in accordance with this Agreement:

- (a) the provisions of the pension legislation of the major authority's jurisdiction in respect of matters referred to in Schedule B apply to the plan instead of those of the corresponding provisions of the pension legislation of any minor authority's jurisdiction that would apply to the plan if this Agreement did not exist; and
- (b) subject to the provisions of this Agreement, the provisions of the pension legislation of each jurisdiction that are applicable to the plan under the terms of such legislation apply to the plan in respect of matters not referred to in Schedule B.

Funding rule exceptions**(2) Despite clause (a) of subsection (1):**

- (a) where the pension legislation of a minor authority's jurisdiction would, if this Agreement did not exist, require the funding of a benefit provided in relation to a pension plan with respect to persons having rights under the plan who are subject to that legislation:
 - (i) subject to subclause (ii), funding shall be required in respect of that benefit with respect to those persons, even if funding for that benefit would not be required under the pension legislation of the major authority's jurisdiction; and
 - (ii) funding of the benefit described in subclause (i) shall be required in a manner consistent with, and to the extent determined by, the requirements under the pension legislation of the major authority's jurisdiction applicable to the funding of other benefits that are provided in relation to the plan and that are required to be funded in relation to the plan under that legislation;
- (b) where the pension legislation of a minor authority's jurisdiction would require, for the purposes of this clause, that an additional liability be established and funded in relation to a pension plan with respect to persons having rights under the plan who are subject to that legislation:
 - (i) subject to subclause (ii), such liability shall be required to be established and funded, even if such liability would not be required to be established, and such funding would not be required, under the pension legislation of the major authority's jurisdiction; and
 - (ii) funding of the liability described in subclause (i) shall be required in a manner consistent with, and to the extent determined by, the requirements under the pension legislation of the major authority's jurisdiction applicable to the funding of benefits that are provided in relation to the plan and that are required to be funded in relation to the plan under that legislation; and
- (c) subject to subsection (4), when a pension supervisory authority becomes the major authority for a pension plan in accordance with this Agreement, if the funding of any benefit provided under the plan has been based on actuarial valuation reports filed in respect of the plan with a pension supervisory authority, the funding of those benefits shall continue to be subject to the pension legislation that applied immediately before the major authority assumed its functions in respect of the plan until such time as a new actuarial valuation report is due to be filed in respect of the plan with the major authority in accordance with the pension legislation of the major authority's jurisdiction.

Definitions

(3) For the purposes of subsection (4):

“alternative funding arrangement” means a fund or financial instrument that is described in the pension legislation of a jurisdiction and is permitted under that legislation to supplement, support or otherwise satisfy the funding requirements for a pension plan under that legislation, where in the absence of such fund or financial instrument additional contributions would be required to be made to the pension fund of the plan in order to satisfy the funding requirements for the plan under that legislation; (“instrument financier”)

“new major authority” means a pension supervisory authority that becomes the major authority for a pension plan in accordance with this Agreement; and

“prior authority” means a pension supervisory authority with which a pension plan is registered immediately before a pension supervisory authority becomes the major authority for the plan in accordance with this Agreement.

Alternative funding arrangement exceptions

(4) Despite clause (a) of subsection (1), when a pension supervisory authority becomes the new major authority for a pension plan, if the pension legislation of the prior authority’s jurisdiction permitted the use of an alternate funding arrangement, but the pension legislation of the new major authority’s jurisdiction does not permit the use of that alternate funding arrangement, then:

- (a) if, no later than thirty-five days before the new major authority becomes the major authority for the plan, the administrator of the plan provides notice to both the new major authority and the prior authority that it intends to file an actuarial valuation report with the new major authority with a valuation date that coincides with the fiscal year end of the plan that immediately follows the new major authority becoming the major authority for the plan, then the following rules shall apply with respect to the funding of the plan:
 - (i) the alternative funding arrangement may continue to be used until thirty days after the valuation report is due to be filed with the new major authority;
 - (ii) no later than thirty days after the valuation report is due to be filed with the new major authority, an amount equal to the lesser of the value of the alternative funding arrangement or the amount required to make the plan fully funded on a solvency basis shall be deposited into the pension fund of the plan by an employer that is party to the plan; and

- (iii) if the amount described in subclause (ii) has not been deposited by an employer into the pension fund of the plan within the thirty day timeframe described in that subclause, an amount equal to the full value of the alternative funding arrangement shall be immediately deposited into the pension fund of the plan by an employer that is party to the plan; and
- (b) if the administrator of the plan does not provide the notice described in clause (a), then the following rules shall apply with respect to the funding of the plan:
 - (i) no later than thirty days before the new major authority becomes the major authority for the plan, an amount equal to the lesser of the value of the alternative funding arrangement or the amount required to make the plan fully funded on a solvency basis shall be deposited into the pension fund of the plan by an employer that is party to the plan; and
 - (ii) until the time a new actuarial valuation report described in clause (c) of subsection (2) is filed with the new major authority respecting the plan, an amount equal to the lesser of the value of any subsequent alternative funding arrangement that would have been required to have been obtained in relation to the plan under the pension legislation of the prior authority's jurisdiction, or the amount that would be required to make the plan fully funded on a solvency basis, shall be deposited into the pension fund of the plan by an employer that is party to the plan instead of obtaining the subsequent alternative funding arrangement, at or before the time the alternative funding arrangement would have been required to have been obtained in relation to the plan under the pension legislation of the prior authority's jurisdiction and in accordance with the last actuarial valuation report that had been filed with the prior authority in respect of the plan.

SECTION 7.

DETERMINATION OF BENEFITS BY FINAL LOCATION

Deemed applicability of pension legislation

7. For the purposes of determining the benefits accrued by a person under a pension plan, the person's entire benefit accrual shall be deemed to have been subject to the pension legislation that applied to the person:

- (a) at the time the person's benefits were determined, if the person was still accruing benefits under the plan at that time; or
- (b) at the time the person ceased accruing benefits under the plan, if the person was no longer accruing benefits under the plan at the time the person's benefits were determined.

SECTION 8.
PENSION PLAN INVESTMENTS

Deadline for compliance

8. Despite any other provision of this Agreement, any investment by a pension plan that is held on the date a pension supervisory authority becomes the major authority for the plan and that, although it complies with the pension legislation that applied to the plan on the day preceding that date, does not comply with the pension legislation that applies to the plan's investments from that date, shall be brought into compliance with the latter legislation within five years from that date.

SECTION 9.
PENSION BENEFITS GUARANTEE FUND

Pension benefits guarantee fund

9. Subject to sections 10 to 17, this Agreement shall not affect the application or administration of the Pension Benefits Guarantee Fund set out under the pension legislation of Ontario or any similar fund established under any other pension legislation.

PART IV
PENSION PLAN ASSET ALLOCATION INTO JURISDICTIONAL PORTIONS

SECTION 10.
APPLICABLE SITUATIONS

Applicable situations

10. The assets of a pension plan shall be allocated into portions in accordance with this Part when:

- (a) the plan is amended so that part of the liability of the plan to pay benefits or other amounts to persons so entitled under the plan is transferred to a different pension plan, and where, as part and in consideration of that transfer of liability, part of the assets of the plan are transferred to the different plan;
- (b) a pension supervisory authority orders or otherwise requires the splitting of the assets and liabilities of the plan, as described in clause (c) of subsection (3) of section 4;
- (c) the plan has more than one participating employer and an employer withdraws from the plan, and pension legislation requires that the rights and benefits accrued under the plan be divided into groups, one of which consists of the rights and benefits of persons affected by the withdrawal, and that those persons may elect to have their rights and benefits under the plan be paid forthwith;
- (d) the plan is being wound up in part;
- (e) the plan is being fully wound up; or

- (f) a situation not described in clauses (a) to (e) occurs and assets of the plan related to a jurisdiction are to be paid to an employer that participates in the plan in accordance with the pension legislation of that jurisdiction.

SECTION 11.

ALLOCATION OF ASSETS

Allocation into portions

11. (1) For the purposes of this Part, the assets of a pension plan shall be allocated into portions as of the date of allocation, each portion being related to the liability for benefits and other amounts accrued under the plan, and any additional liability referred to in clause (b) of subsection (2) of section 6 respecting the plan, that is subject to a jurisdiction's pension legislation, as determined in accordance with this section.

Standard allocation methodology

(2) Subject to section 12, the portion of a pension plan's assets that is subject to a jurisdiction's pension legislation as of the date of allocation shall be equal to the sum of the amounts referred to in section 13 as of the date of allocation, determined with respect to the benefits and other amounts described in section 13 that are subject to that jurisdiction's pension legislation and applying the requirements of sections 14 to 16.

Other allocation methodology

(3) The major authority for a pension plan may permit the assets of the plan to be allocated into the portions described in subsection (1) in a manner other than that required by subsection (2) or section 12 if:

- (a) the allocation of the plan's assets is made in relation to any situation described in section 10 other than the full wind up of the plan and a Fellow of the Canadian Institute of Actuaries certifies that:
 - (i) the liabilities of the plan that are related to the plan assets to be allocated into the portions described in subsection (2) do not exceed those assets on either a solvency basis or a going concern basis; and
 - (ii) the allocation of the assets of the plan described in subclause (i) will not differ materially from an allocation of those assets conducted in accordance with subsection (2); or

- (b) the allocation of the plan's assets is made in relation to a situation described in clause (d) of section 10, no pension legislation that applies to the plan assets to be allocated into the portions described in subsection (2) requires the distribution of any plan assets related to the wound up part of the plan that remain after all liabilities related to the wound up part of the plan have been settled and a Fellow of the Canadian Institute of Actuaries certifies that the liabilities of the plan related to the wound up part of the plan do not exceed the plan assets related to the wound up part of the plan on either a solvency basis or a going concern basis immediately before the partial wind up of the plan.

SECTION 12.

PLAN WITH MORE THAN ONE PARTICIPATING EMPLOYER

Plan with more than one participating employer

12. (1) This section applies to a pension plan that has more than one participating employer and, in accordance with the pension legislation of the major authority's jurisdiction:

- (a) the following are determined and accounted for separately in respect of an employer that participates in the plan, as if a separate pension plan was established within the plan in respect of that employer:
 - (i) the assets and liabilities of the plan;
 - (ii) the contributions payable in relation to the plan;
 - (iii) the benefits and other amounts owing under the plan; and
 - (iv) the expenses payable in relation to the plan;
- (b) the liabilities of the plan related to the employer described in clause (a) are determined with reference to only the benefits and other amounts owing to a person in relation to that person's employment with that employer; and
- (c) among the contributions payable in relation to the plan by the employer described in clause (a), those that are required to be paid under the applicable pension legislation in relation to benefits and other amounts currently accruing by active members of the plan are determined only with reference to active members employed by that employer.

Allocation of assets into employer shares

(2) For the purposes of an asset allocation under this Part involving a pension plan described in subsection (1), the assets of the plan that have been determined and accounted for separately in relation to an employer as of the date of allocation shall be allocated to that employer as an employer share if the plan characteristics described in clause (a) of subsection (1) respecting the employer:

- (a) have been determined and accounted for separately since the start of the employer's participation in the plan; or
- (b) began to be determined and accounted for separately at a date subsequent to the start of the employer's participation in the plan, and the initial determination and accounting of the assets of the plan respecting that employer was consistent with, and conducted on the basis of, an allocation of the assets of the plan in accordance with the requirements of this Part and in relation to a situation other than that described in clause (c), (d) or (e) of section 10.

Allocation of employer shares into portions

(3) Any employer share allocated in accordance with subsection (2) shall be further allocated into portions in the manner provided for in section 11, and used in the manner provided for in section 17, as if the employer share consisted of the assets of a separate pension plan for that employer.

Allocation of remaining assets into portions

(4) For the purposes of an asset allocation under this Part involving a pension plan described in subsection (1), any assets of the plan not allocated to an employer share in accordance with subsection (2) shall be allocated into portions in the manner provided for in section 11, and used in the manner provided for in section 17, without considering the liabilities described in clause (b) of subsection (1) related to an employer for which an employer share has been allocated under this section.

SECTION 13.**DETERMINATION OF PORTIONS FOR ASSET ALLOCATION****Determination of portions**

13. (1) The assets of a pension plan that are to be allocated into portions in accordance with subsection (2) of section 11 shall be allocated into portions as of the date of allocation in accordance with the levels of priority of allocation set out in this section.

Contributions and similar amounts

(2) First, allocate assets of the pension plan equal to the sum of the following contributions and amounts, to the extent that such contributions and amounts are still credited to the account of a person having benefits under the plan on the date of allocation:

- (a) any contributions paid into the pension fund of the plan and any amounts that the person had elected to transfer into the pension fund of the plan, other than contributions and amounts used to fund benefits that are not determined solely as a function of amounts credited to the account of the person; and
- (b) any interest attributable to contributions or amounts described in clause (a).

Core liabilities

(3) Second, allocate assets of the pension plan equal to the sum of the following liability amounts, provided that the pension legislation that would govern those liabilities if this Agreement did not exist would require them to be funded on a solvency basis:

- (a) the value of benefits under the plan that are being paid on a regular and periodic basis to any person on the date of allocation, whether or not the benefit is payable for the lifetime of the person, and determined taking into account:
 - (i) any periodic increase in the benefits, based on any index, rate or formula provided for in the plan; and
 - (ii) any related benefits that are payable due to the death of the person;
- (b) the value of lifetime benefits accrued under the plan by any person who, on the date of allocation, is entitled to receive payment of the benefits on that date or a later date, but who is not in receipt of payment of the benefits as of the date of allocation, determined:
 - (i) using the earliest age at which all such persons are entitled to payment of unreduced lifetime benefits, without reference to any other requirements or conditions under the terms of the plan or any applicable pension legislation;
 - (ii) taking into account any post-retirement periodic increase in the lifetime benefits, based on any index, rate or formula provided for in the plan; and

- (iii) taking into account any related benefits that are payable due to the death of the person, whether such death occurs before or after the person starts receiving payment of lifetime benefits under the plan and determined at the age described in subclause (i);
- (c) in respect of any person who has been required to make contributions under the plan, the amount by which the contributions made by the person plus any interest attributable to those contributions exceeds the amount representing 50% of the value of the benefits payable to the person under the plan, subject to the following requirements:
 - (i) the contributions, interest and value of the benefits shall be calculated as of the date of allocation and consistent with either the pension legislation that governs the benefits or the terms of the plan, whichever produces a larger excess amount; and
 - (ii) any such excess amount already determined in relation to a person before the date of allocation shall not be included, whether or not such previously determined excess amount has been refunded to the person; and
- (d) any unpaid part of the value of the benefits payable under the plan to a person who had elected before the date of allocation to be paid the value of the person's benefit entitlements under the plan, as well as any interest attributable to that unpaid part.

Other liabilities whose funding is required

(4) Third, allocate assets of the pension plan equal to the sum of the following liability amounts:

- (a) the value of benefits accrued under the plan, other than those referred to in subsection (3), by any person who, on the date of allocation, is entitled to receive payment of the benefit on that date or a later date, but who is not in receipt of payment of the benefit as of the date of allocation, provided that the pension legislation that would govern the benefits if this Agreement did not exist would require that such benefits be funded on a solvency basis; and
- (b) subject to subsection (5), the value of the additional liability referred to in clause (b) of subsection (2) of section 6.

Assets related to additional liability

(5) Where the assets of the pension plan that are allocated to a portion under subsections (2), (3) and (4) in the absence of the requirements of this subsection exceed the value of benefits and other amounts accrued under the plan that are related to that portion:

- (a) the value calculated for clause (b) of subsection (4) shall be reduced by the excess amount referred to in this subsection; and
- (b) the assets of the plan not allocated to a portion due to the application of clause (a) may be allocated to other portions in accordance with subsection (4).

Balance of assets

(6) Fourth, for the purposes of an asset allocation in any situation other than that described in clause (c), (d) or (e) of section 10:

- (a) any assets of the pension plan remaining after the allocations made in accordance with subsections (2) to (4) shall be sequentially allocated to the portion or portions with the lowest going concern ratio, until the going concern ratio of that portion equals the going concern ratio of the portion with the next highest going concern ratio;
- (b) the sequential allocation of the plan's assets described in clause (a) shall be made until all portions have the same going concern ratio or no assets remain to be allocated, whichever occurs first;
- (c) if, after applying the sequential allocation of assets described in clauses (a) and (b), the going concern ratio of each portion is lower than 1.0, any assets of the pension plan yet to be allocated shall be allocated to the portions so that the going concern ratios of all portions remain the same, until the going concern ratio of each portion reaches 1.0 or no assets remain to be allocated, whichever occurs first;
- (d) for the purposes of clauses (a), (b) and (c), the going concern ratio of a portion shall be calculated by using the assets of the pension plan allocated to the portion in accordance with this section and the going concern liabilities of the plan that are subject to the jurisdiction's pension legislation applicable to that portion, other than assets and liabilities related to contributions and amounts described in subsection (2); and
- (e) any assets of the pension plan remaining after the allocations made in accordance with clauses (a), (b) and (c) shall be allocated pro rata to the total of the going concern liabilities determined for each portion.

Balance of assets for certain asset allocations

(7) Fourth, for the purposes of an asset allocation in a situation described in clause (c), (d) or (e) of section 10:

- (a) allocate assets of the pension plan equal to the value of benefits accrued under the plan, other than those referred to in subsections (2), (3) or (4), to which persons are entitled under the plan as of the date of allocation; and
- (b) any assets of the pension plan remaining after the allocations made in accordance with subsections (2) to (5) and clause (a) shall be allocated pro rata to the total of the values determined for each portion in applying subsections (2) and (3) and clause (a) of subsection (4).

SECTION 14.**RULES OF APPLICATION****Alternative funding arrangements**

14. (1) For the purposes of this Part, the assets of a pension plan include any alternative funding arrangement described in section 6 that exists in relation to the plan at the time the assets of the plan are allocated into portions in accordance with this Part.

Determining value of benefits and assets

(2) For the purposes of sections 11 to 13, except subsection (6) of section 13, the value of the benefits and other amounts payable under a pension plan and the assets of the plan shall be determined as if the pension plan were wound up on the date of allocation.

Deemed solvency funding requirement

(3) If, at the time the assets of a pension plan are allocated into portions in accordance with this Part, a liability amount related to the plan or a benefit under the plan that is subject to a jurisdiction's pension legislation would not, if this Agreement did not exist, be required to be funded on a solvency basis due to a temporary suspension under that legislation of a requirement under that legislation that would otherwise require the funding of such liability amount or benefit on a solvency basis, the liability amount or benefit shall be deemed to be one that is required by that legislation to be funded on a solvency basis for the purposes of subsection (3) of section 13 and clause (a) of subsection (4) of section 13.

Additional deemed solvency funding requirement

(4) If, on the date as of which the assets of a pension plan are allocated into portions in accordance with this Part, the pension legislation of a government that is party to this Agreement has been amended after January 1, 2014, to permanently remove a requirement that some or all of the benefits and liability amounts under a pension plan be funded on a solvency basis, then that pension legislation shall be deemed, for the purposes of subsection (3) of section 13 and clause (a) of subsection (4) of section 13, to require that those benefits and liability amounts that are the subject of the amendment to the pension legislation and that have been accrued under the plan before the date that the amendment to the pension legislation has come into effect must be funded on a solvency basis.

SECTION 15.

REDUCTION METHOD

Reduction method

15. (1) Subject to subsection (2), to the extent that a value or amount referred to in subsection (3) or (4) of section 13 relates to benefits arising from the application of a provision of a pension plan or of pension legislation that came into effect less than five years before the date of allocation, such value or amount shall, for the purposes of subsection (3) or (4) of section 13, be reduced:

- (a) by 100%, if the period from the date that the provision of the pension plan or pension legislation came into effect to the date of allocation is less than one year;
- (b) by 80%, if the period is one year or more, but less than two years;
- (c) by 60%, if the period is two years or more, but less than three years;
- (d) by 40%, if the period is three years or more, but less than four years; and
- (e) by 20%, if the period is four years or more, but less than five years.

Exception to reduction method

(2) The major authority for a pension plan may permit the assets of the plan to be allocated into the portions described in subsection (2) of section 11 without applying the requirements of subsection (1) if a Fellow of the Canadian Institute of Actuaries certifies that the liabilities of the plan that are related to the plan assets to be allocated into the portions described in subsection (2) of section 11 do not exceed those assets on a solvency basis.

SECTION 16.
INSUFFICIENCY OF ASSETS

Insufficiency of assets

16. If, at one of the levels of priority of allocation established by section 13, the assets of a pension plan that have yet to be allocated to a portion described in subsection (2) of section 11 are less than the total value of the benefits and other amounts that rank equally in that level of priority of allocation, the available plan assets shall be allocated to the portions pro rata to the total value of the benefits and other amounts that rank equally in that level of priority of allocation.

SECTION 17.
USE OF ASSETS FOLLOWING ALLOCATION

Use of allocated assets

17. (1) Where an asset allocation for a pension plan is made under this Part in any situation other than that described in clause (c), (d) or (e) of section 10, each portion of the assets of the plan allocated in accordance with sections 11 to 16 shall be utilized in conformity with the pension legislation applicable to the benefits and other amounts related to that portion.

Use of allocated assets for certain asset allocations

(2) Where an asset allocation for a pension plan is made under this Part in a situation described in clause (c), (d) or (e) of section 10, each portion of the assets of the plan allocated in accordance with sections 11 to 16 shall be utilized, in conformity with the pension legislation applicable to the benefits and other amounts related to that portion, to satisfy payment of those benefits and other amounts arising from the wind up of the plan or the withdrawal of the employer, as the case may be. In addition, any remaining assets related to that portion shall be distributed in accordance with that pension legislation, if so required under that legislation. No assets of the plan allocated to one portion shall be utilized to satisfy payment of the benefits and other amounts related to another portion on the wind up of the plan or the withdrawal of the employer, as the case may be.

Use of remaining allocated assets

(3) Where a situation described in clause (c) or (d) of section 10 occurs and the assets of a pension plan that have been allocated to a portion in accordance with sections 11 to 16 have been utilized to fully satisfy payment of the benefits and other amounts related to that portion that arise from the partial wind up of the plan or the withdrawal of the employer, as the case may be, and any other assets related to that portion have been distributed as required by the pension legislation applicable to the benefits and other amounts related to that portion, any remaining assets related to that portion shall remain in the pension fund of the plan and be commingled with the other assets therein.

**PART V
RELATIONS BETWEEN AUTHORITIES**

SECTION 18.

COOPERATION

Reciprocal obligations

18. The pension supervisory authorities that are subject to this Agreement shall:
- (a) provide to each other any information required for the application of this Agreement or pension legislation, and if requested, may provide other information which is reasonable in the circumstances;
 - (b) assist each other in any matter concerning the application of this Agreement or pension legislation as is reasonable in the circumstances, particularly with respect to subsection (7) of section 4, and may act as agent for each other;
 - (c) upon the request of such an authority, transmit to that authority any information on steps taken for the application of this Agreement and amendments to pension legislation, to the extent that such amendments affect the application of this Agreement;
 - (d) notify each other of any difficulty encountered in the interpretation or in the application of this Agreement or pension legislation; and
 - (e) seek an amicable resolution to any dispute that arises between them with respect to the interpretation of this Agreement.

**PART VI
EXECUTION AND COMING INTO FORCE OF AGREEMENT**

SECTION 19.

EXECUTION AND COMING INTO FORCE

Effective date

19. This Agreement shall come into force:
- (a) on July 1, 2016, in respect of the governments of British Columbia, Nova Scotia, Ontario, Quebec and Saskatchewan; and
 - (b) on the date unanimously agreed to by all parties to this Agreement in respect of a government on behalf of which this Agreement is signed after July 1, 2016.

SECTION 20.**ADDITIONAL PARTIES****Unanimous consent**

20. (1) A government may become party to this Agreement with the unanimous consent of the parties to this Agreement.

Effects

(2) This Agreement shall enure to the benefit of and be binding upon a government that becomes party to this Agreement, the government's jurisdiction and the jurisdiction's pension supervisory authority as of the date referred to in section 19.

SECTION 21.**WITHDRAWAL****Written notice**

21. (1) A party to this Agreement may withdraw from this Agreement by giving written notice to all other parties to this Agreement. Such notice shall be signed by a person authorized by the laws of the withdrawing party's jurisdiction to sign this Agreement.

Waiting period

(2) The withdrawal shall take effect on the first day of the month following expiry of a period of three years following the date on which the notice was transmitted. The withdrawal shall affect only the withdrawing party, and this Agreement shall remain in force for all other parties to this Agreement.

Minor authority

(3) Where, upon expiry of the three year period referred to in subsection (2), the pension supervisory authority for the withdrawing party's jurisdiction acts as a minor authority with respect to a pension plan, the major authority for the plan shall provide, upon request, that minor authority with copies of all relevant records, documents and other information concerning the plan in the major authority's possession.

Major authority

(4) Where, upon expiry of the three year period referred to in subsection (2), the pension supervisory authority for the withdrawing party's jurisdiction acts as the major authority for a pension plan, such authority shall:

- (a) determine which pension supervisory authority, if any, shall become the new major authority for the plan in accordance with section 3 as of the effective date of the withdrawal; and
- (b) provide the new major authority for the plan referred to in clause (a), as soon as possible after such authority assumes its functions, with all relevant records, documents and other information in its possession concerning the plan.

Notice by major authority

(5) The pension supervisory authority that becomes a pension plan's new major authority in accordance with subsection (4) shall, as soon as possible after assuming its functions, inform the plan administrator and each of the plan's minor authorities of the date on which it assumed the functions of major authority.

Notice by plan administrator

(6) The administrator of a pension plan that receives from the plan's new major authority notice of the information provided for in subsection (5) shall transmit such information:

- (a) to each employer that is party to the plan and any collective bargaining agent that represents any person who has rights or benefits under the plan within 90 days after such notice; and
- (b) to any person who has rights or benefits under the plan who is entitled to receive an annual statement of the person's benefits under the plan, no later than the expiry of the period for providing such persons with their next annual statements of benefits.

Decisions and recourse

(7) Despite sections 4 and 6, where a pension supervisory authority becomes a pension plan's new major authority in accordance with subsection (4):

- (a) all matters related to the plan that are pending before a prior major authority on the day preceding the new major authority's assumption of its functions under this Agreement shall be continued before that prior major authority;
- (b) all matters related to the plan that concern a decision, order, direction or approval proposed or made by a prior major authority and pending before any administrative body or court on the day preceding the new major authority's assumption of its functions under this Agreement shall be continued before such body or court;
- (c) for every matter in respect of which the prior major authority referred to in clause (a) or the administrative body or court referred to in clause (b) has proposed or made a decision, order, direction or approval to which the pension legislation or other legislation applying on the day preceding the new major authority's assumption of its functions under this Agreement provides a right of recourse:
 - (i) such right shall be maintained so long as the period provided for exercising that right has not expired; and
 - (ii) such recourse may be brought before the administrative body or court provided for by the legislation giving entitlement thereto;

- (d) for any matter related to the plan not described in clauses (a) to (c) that occurred before the new major authority's assumption of its functions under this Agreement and that related to the provisions of the pension legislation of a prior major authority's jurisdiction in respect of a matter referred to in Schedule B:
- (i) the prior major authority may, even after it loses its status as major authority for the plan, conduct an examination, investigation or inquiry into the matter in accordance with the pension legislation of the prior major authority's jurisdiction to determine whether compliance with that legislation was met, and in such case, the matter shall remain subject to that prior major authority; and
 - (ii) where the matter constitutes an offence under the pension legislation of the prior major authority's jurisdiction, the offence may be prosecuted by the competent authority in that jurisdiction, and in such case, the matter shall remain subject to that prior major authority; and
- (e) all matters referred to in clauses (a) to (d) shall remain subject to the pension legislation or other legislation that applied to such matters on the day preceding the new major authority's assumption of its functions under this Agreement.

***SECTION 22.
AMENDMENT***

Unanimous consent

22. This Agreement may be amended with the unanimous written consent of each of the parties to this Agreement.

***SECTION 23.
COUNTERPARTS***

Execution in counterparts

23. This Agreement or any amendment to this Agreement may be executed in counterparts.

***SECTION 24.
EXECUTION IN ENGLISH AND IN FRENCH***

Authentic texts

24. This Agreement and any amendment to this Agreement shall be executed in the English and French languages, each text being equally authoritative.

**PART VII
IMPLEMENTATION AND TRANSITIONAL PROVISIONS**

SECTION 25.

REPLACEMENT

Prior agreements

25. Subject to sections 27 and 28, as of the date referred to in section 19, this Agreement replaces the agreement entitled “Memorandum of Reciprocal Agreement” and any similar agreement respecting the application of pension legislation to pension plans that has been made between the governments that are party to this Agreement or between the departments or agencies of such governments.

SECTION 26.

TRANSITION

Preliminary measure

26. (1) Where this Agreement comes into force on a date referred to in section 19, and on that date a pension plan first becomes subject to this Agreement:

- (a) if the plan is registered with only one pension supervisory authority and that authority is subject to this Agreement on that date, that authority shall become the major authority for the plan as of that date;
- (b) if the plan is registered with more than one pension supervisory authority and each of those authorities is subject to this Agreement on that date, the major authority for the plan shall be, of those authorities, the authority of the jurisdiction with the plurality of active members of the plan, as determined in accordance with subsection (3) of section 3 and considering only those jurisdictions whose pension legislation would, if this Agreement and any other agreement respecting the supervision of pension plans did not exist, require the plan to be registered with the pension supervisory authority of that jurisdiction; and
- (c) if the plan is registered with more than one pension supervisory authority and not all of those authorities are subject to this Agreement on that date, this Agreement shall not apply to the plan until such time as all of the authorities with which the plan is registered are subject to this Agreement, at which time the requirements of clause (b) shall apply to the plan.

Equal number of active members

(2) Where the major authority for a pension plan cannot be determined by applying clause (b) of subsection (1) because two or more jurisdictions have authority over an equal number, greater than zero, of active members of the plan, the major authority for the plan shall be, of those jurisdictions, the authority whose main office is in closest proximity to the main office of the administrator of the plan. For the purposes of this subsection:

- (a) the main office of a pension supervisory authority is the office from which the authority conducts most of its supervisory activities; and
- (b) the main office of the pension plan administrator is the office from which the plan administrator described in the text of the pension plan conducts most of the plan's administration.

Notice by major authority

(3) The pension supervisory authority that becomes a pension plan's major authority in accordance with this section shall, as soon as possible after assuming its functions, inform the plan administrator and each of the plan's pension supervisory authorities of the date on which it assumed the functions of major authority.

Decisions and recourse

(4) Despite sections 4 and 6, where a pension supervisory authority becomes a pension plan's major authority in accordance with this section:

- (a) all matters related to the plan that are pending before a pension supervisory authority on the day preceding the major authority's assumption of its functions under this Agreement shall be continued before that pension supervisory authority;
- (b) all matters related to the plan that concern a decision, order, direction or approval proposed or made by a pension supervisory authority and pending before any administrative body or court on the day preceding the major authority's assumption of its functions under this Agreement shall be continued before such body or court;
- (c) for every matter in respect of which the pension supervisory authority referred to in clause (a) or the administrative body or court referred to in clause (b) has proposed or made a decision, order, direction or approval to which the pension legislation or other legislation applying on the day preceding the major authority's assumption of its functions under this Agreement provides a right of recourse:
 - (i) such right shall be maintained so long as the period provided for exercising that right has not expired; and
 - (ii) such recourse may be brought before the administrative body or court provided for by the legislation giving entitlement thereto;

- (d) for any matter related to the plan not described in clauses (a) to (c) that occurred before the major authority's assumption of its functions under this Agreement and that related to the provisions of the pension legislation of a pension supervisory authority's jurisdiction in respect of a matter referred to in Schedule B:
 - (i) the pension supervisory authority may, even after the major authority assumes its functions under this Agreement for the plan, conduct an examination, investigation or inquiry into the matter in accordance with the pension legislation of that authority's jurisdiction to determine whether compliance with that legislation was met, and in such case, the matter shall remain subject to that pension supervisory authority; and
 - (ii) where the matter constitutes an offence under the pension legislation of the pension supervisory authority's jurisdiction, the offence may be prosecuted by the competent authority in that jurisdiction, and in such case, the matter shall remain subject to that pension supervisory authority; and
- (e) subject to sections 27 and 28, all matters referred to in clauses (a) to (d) shall remain subject to the pension legislation, other legislation and agreements referred to in section 25 that applied to such matters on the day preceding the major authority's assumption of its functions under this Agreement.

New party to this Agreement after July 1, 2016

- (5) Despite sections 4 and 6, if this Agreement comes into force after July 1, 2016, in respect of a government that was not party to this Agreement before that date, and a pension plan is, on the date this Agreement comes into force in respect of that party, already subject to this Agreement:
- (a) the major authority for that plan shall inform the plan administrator and each of the plan's pension supervisory authorities of the date on which this Agreement came into force in respect of that party, as soon as possible after that date;
 - (b) all matters related to the plan that are pending before a pension supervisory authority on the day preceding the date this Agreement comes into force in respect of that party shall be continued before that pension supervisory authority;
 - (c) all matters related to the plan that concern a decision, order, direction or approval proposed or made by a pension supervisory authority and pending before any administrative body or court on the day preceding the date this Agreement comes into force in respect of that party shall be continued before such body or court;

- (d) for every matter in respect of which the pension supervisory authority referred to in clause (b) or the administrative body or court referred to in clause (c) has proposed or made a decision, order, direction or approval to which the pension legislation or other legislation applying on the day preceding the date this Agreement comes into force in respect of that party provides a right of recourse:
 - (i) such right shall be maintained so long as the period provided for exercising that right has not expired; and
 - (ii) such recourse may be brought before the administrative body or court provided for by the legislation giving entitlement thereto;
- (e) for any matter related to the plan not described in clauses (b) to (d) that occurred before the date this Agreement came into force in respect of that party and that related to the provisions of the pension legislation of a pension supervisory authority's jurisdiction in respect of a matter referred to in Schedule B:
 - (i) the pension supervisory authority may, even after the date this Agreement comes into force in respect of that party, conduct an examination, investigation or inquiry into the matter in accordance with the pension legislation of that authority's jurisdiction to determine whether compliance with that legislation was met, and in such case, the matter shall remain subject to that pension supervisory authority; and
 - (ii) where the matter constitutes an offence under the pension legislation of the pension supervisory authority's jurisdiction, the offence may be prosecuted by the competent authority in that jurisdiction, and in such case, the matter shall remain subject to that pension supervisory authority; and
- (f) all matters referred to in clauses (b) to (e) shall remain subject to the pension legislation, other legislation and agreements referred to in section 25 that applied to such matters on the day preceding the date this Agreement came into force in respect of that party.

**PART VIII
FINAL AND SPECIAL PROVISIONS**

SECTION 27.

REPLACEMENT OF 2011 AGREEMENT

2011 agreement

27. As of July 1, 2016, this Agreement replaces the agreement entitled “Agreement Respecting Multi-jurisdictional Pension Plans” which came into force on July 1, 2011, in respect of the governments of Ontario and Quebec. The application of that agreement is limited to matters referred to in section 28.

SECTION 28.

ADDITIONAL TRANSITIONAL RULE

Pending matters under 2011 agreement

28. Despite section 27, any matter related to a pension plan that was subject to the agreement entitled “Agreement Respecting Multi-jurisdictional Pension Plans” on June 30, 2016, and that was still pending on that date before the Financial Services Commission of Ontario, Retraite Québec, an administrative body or a court continues to be subject to the requirements of that agreement.

SECTION 29.

WITHDRAWAL FROM AGREEMENT

Written notice to other parties

29. (1) Despite section 21, a party to this Agreement may withdraw from this Agreement by giving written notice to all other parties to this Agreement on or after January 1, 2019, and before April 1, 2019. Such notice shall be signed by a person authorized by the laws of the withdrawing party’s jurisdiction to sign this Agreement.

Effective date of withdrawal

(2) The withdrawal shall take effect on July 1, 2019. The withdrawal shall affect only the withdrawing party, and this Agreement shall remain in force for all other parties to this Agreement.

**SCHEDULE A
PENSION LEGISLATION**

Alberta

1. *Employment Pension Plans Act*, S.A. 2012, c. E-8.1.

British Columbia

2. *Pension Benefits Standards Act*, S.B.C. 2012, c. 30.

Manitoba

3. *The Pension Benefits Act*, C.C.S.M., c. P32.

New Brunswick

4. *Pension Benefits Act*, S.N.B. 1987, c. P-5.1.

Newfoundland and Labrador

5. *Pension Benefits Act, 1997*, S.N.L. 1996, c. P-4.01.

Nova Scotia

6. *Pension Benefits Act*, S.N.S. 2011, c. 41.

Ontario

7. *Pension Benefits Act*, R.S.O. 1990, c. P.8.

Quebec

8. *Supplemental Pension Plans Act*, C.Q.L.R., c. R-15.1.

Saskatchewan

9. *The Pension Benefits Act, 1992*, S.S. 1992, c. P-6.001.

Federal jurisdiction

10. *Pension Benefits Standards Act, 1985*, R.S.C. 1985 (2nd supp.), c. 32.
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SCHEDULE B
MATTERS COVERED BY INCORPORATED LEGISLATIVE PROVISIONS

SECTION 1.

MAJOR AUTHORITY'S PENSION LEGISLATION

Major authority's pension legislation

1. The pension legislation applicable to a pension plan shall be the pension legislation of the jurisdiction of the major authority for the plan in the following areas of pension legislation:

Registration of pension plans

1. Legislative provisions respecting:

- (a) the duty of the pension plan administrator to ensure that the plan complies with the applicable pension legislation;
- (b) requirements that a pension plan be registered with the authority;
- (c) prohibitions against administering a pension plan not registered with the authority;
- (d) the pension plan registration process (including the filing of required forms and documents, the form in which such documents must be filed, the contents of documents and filing deadlines);
- (e) whether registration of a plan is proof of compliance with the applicable pension legislation; and
- (f) the authority's power to refuse or revoke the registration of a plan due to non-compliance with the applicable pension legislation.

Registration of pension plan amendments

2. Legislative provisions respecting:

- (a) requirements that pension plan amendments, or amendments to prescribed pension plan documents, be registered with the authority;
- (b) the amendment registration process (including the filing of required forms and documents, the form in which such documents must be filed, the contents of documents and filing deadlines);
- (c) whether registration of an amendment is proof of compliance with the applicable pension legislation;

- (d) the authority's power to refuse or revoke the registration of a plan amendment due to non-compliance with the pension legislation applicable to the plan under clause (a) of subsection (1) of section 6 of the Agreement;
- (e) the ability of the administrator to administer the amended plan if it does not comply with the applicable pension legislation; and
- (f) requirements for notice of registration of the amendment to be provided to active members or other persons, the form and content of the notice and deadlines for providing such notice.

Pension plan administrators

3. Legislative provisions respecting:

- (a) requirements that a pension plan be administered by an administrator;
- (b) who may be an administrator; and
- (c) the right of active members or other persons to establish an advisory committee to advise the administrator, and requirements respecting such an advisory committee.

Pension plan administrators' duties

4. Legislative provisions respecting:

- (a) requirements that the pension plan administrator or the trustee, custodian or holder of the pension fund:
 - (i) administer the pension plan or pension fund in accordance with the applicable pension legislation and the plan terms;
 - (ii) stand in a fiduciary relationship to active members or other persons;
 - (iii) hold the pension fund in trust for the active members or other persons;
 - (iv) act honestly, in good faith and in the best interests of the active members or other persons;
 - (v) exercise the care, diligence and skill of a prudent person;

- (vi) invest the pension fund in accordance with the applicable pension legislation, the pension plan's written investment policies, in the best interests of the active members or other persons or in a reasonable and prudent manner; and
 - (vii) hold an annual or periodic meeting with the active members or other persons;
- (b) requirements that persons involved in the administration of a pension plan or pension fund:
- (i) employ all knowledge and skill they possess by reason of their business or profession;
 - (ii) familiarize themselves with their fiduciary duties and obligations; and
 - (iii) possess the skills, capability and dedication required to fulfill their responsibilities and seek advice from qualified advisors where appropriate;
- (c) conflict of interest requirements for persons involved in the administration of a pension plan or pension fund;
- (d) requirements for the selection, use and supervision of the administrator's agents or advisors, and requirements for such agents or advisors;
- (e) requirements that the employer or trustee provide information to the administrator; and
- (f) requirements respecting to the payment of expenses related to the pension plan.

Pension plan records

5. Legislative provisions respecting:

- (a) how long any person must retain information related to the pension plan; and
- (b) requests by the plan administrator for information necessary for the administration of the pension plan.

Funding of ongoing pension plans (not in the case of full or partial plan wind up)

6. Legislative provisions respecting:

- (a) requirements for contributions made to the pension fund (including the type or form of contributions, the manner in which they must be made and deadlines for making them);
- (b) minimum plan funding and solvency levels (including plan funding and solvency levels related to pension plan amendments and the use of plan assets for the funding of plan amendments);
- (c) the ability to take contribution holidays;
- (d) requirements for actuarial valuation reports to be filed with the authority in respect of pension plans (including the form and content of such reports, filing deadlines and actuarial standards to be applied in preparing such reports);
- (e) requirements for refunds of contributions to employers, active members or other persons;
- (f) restrictions on the amount of the commuted value of a person's benefit entitlements under a pension plan that can be transferred out of the pension fund of the plan where the plan is not fully funded on a solvency or going concern basis;
- (g) who may be the trustee, custodian or holder of the pension fund; and
- (h) requirements for the provision of information between administrators and the trustees, custodians or holders of pension funds with respect to contributions, and for notice to the authority of contributions not remitted when due.

Pension fund investments

7. Legislative provisions respecting:

- (a) requirements for the investment of the pension fund (including limitations on investments and requirements that pension fund assets to be held in the name of the pension plan);
- (b) requirements that the administrator prepare a written investment policy, requirements for such a policy (including the form and content of the policy, whether it must be filed with the authority and the deadline for filing) and requirements regarding to whom such a policy must be provided; and

- (c) requirements in situations where active members or other persons direct the investment of their contributions (including the minimum number and type of investment options offered, the education and advice available to active members or who may provide the advice).

Pension fund assets

8. Legislative provisions respecting:

- (a) requirements for pension fund assets to be held by specified fund holders under a specified type of agreement;
- (b) requirements for contributions to be remitted to the pension fund;
- (c) requirements that the pension fund be held separate and apart from the employer's assets and deeming the pension fund to be held in trust for the active members or other persons;
- (d) an administrator's lien and charge on the employer's assets equal to the amounts deemed held in trust; and
- (e) the administrator's duty to take immediate action (including court proceedings) to obtain outstanding contributions.

Provision of information

9. Legislative provisions respecting:

- (a) requirements for documents and information to be filed by the administrator or any other person with the authority, including:
 - (i) periodic information returns;
 - (ii) actuarial information for defined benefit plans;
 - (iii) financial statements (including audited financial statements); and
 - (iv) the form and content of the documents and information, who must prepare them and filing deadlines;
- (b) requirements for the following documents and information to be provided by the administrator, including the form and content of the documents and information, who must prepare them and deadlines for providing them:
 - (i) pension plan summaries for active members or employees entitled to join the plan; and

- (ii) annual or periodic statements for active members or other persons; and
- (c) requirements for the inspection of pension plan documents in the possession of the administrator, authority or other persons (including who is entitled to inspect the documents and information, how often, where and at what cost).

Plan membership

10. Legislative provisions respecting:

- (a) pension plans being for one or more classes of employees; and
- (b) the ability of the employer to establish separate plans for full-time and part-time employees.

Appointment of pension plan administrator

11. Legislative provisions respecting:

- (a) the ability of the authority to appoint itself or another person as administrator of a pension plan and rescind the appointment; and
- (b) the powers of an appointed administrator.

SECTION 2.

MAJOR AUTHORITY'S POWERS

Major authority's powers

2. Where the pension legislation of the major authority's jurisdiction applies to a pension plan in accordance with section 1 of this Schedule, the following areas of the pension legislation of the major authority's jurisdiction shall, for the purposes of the plan and all jurisdictions that are subject to this Agreement in respect of the plan, also apply in respect of the application of the pension legislation described in section 1 of this Schedule:

Powers of examination, investigation or inquiry

1. All powers of examination, investigation or inquiry given to the major authority.

Orders, directions, approvals or decisions

2. The issuance of, or proposal to issue, orders, directions, approvals or decisions by the major authority, and any modification as may be made to such an order, direction, approval or decision by the authority, an administrative body or a court.

Reconsideration or review

3. The rights of the plan or a person affected by an order, direction, approval or decision of the major authority, an administrative body or a court to have the order, direction, approval or decision reconsidered or reviewed by the authority, an administrative body or a court.

Offences and penalties

4. The offences and penalties that may be applied where the plan or a person is found to have contravened the terms of the applicable pension legislation.

**2016 AGREEMENT RESPECTING
MULTI-JURISDICTIONAL PENSION PLANS**

IN WITNESS WHEREOF,
the undersigned, being duly authorized by
the Lieutenant Governor in Council for British Columbia, has signed
this 2016 Agreement Respecting Multi-jurisdictional
Pension Plans.

Signed at Victoria BC,

the 16 day of May, 2016.

(original signed by)

Michael de Jong

Minister of Finance

**2016 AGREEMENT RESPECTING
MULTI-JURISDICTIONAL PENSION PLANS**

IN WITNESS WHEREOF,
the undersigned, being duly authorized by
the Governor in Council for Nova Scotia, has signed
this 2016 Agreement Respecting Multi-jurisdictional
Pension Plans.

Signed at Halifax

the 19 day of May, 2016.

(original signed by)
Randy Delorey

Minister of Finance and Treasury Board

**2016 AGREEMENT RESPECTING
MULTI-JURISDICTIONAL PENSION PLANS**

IN WITNESS WHEREOF,
the undersigned, being duly authorized by
the Lieutenant Governor in Council for Ontario, has signed
this 2016 Agreement Respecting Multi-jurisdictional
Pension Plans.

Signed at Toronto,

the 18 day of May, 2016.

(original signed by)

Charles Sousa

Minister of Finance

**2016 AGREEMENT RESPECTING
MULTI-JURISDICTIONAL PENSION PLANS**

IN WITNESS WHEREOF,
the undersigned, being duly authorized by
the Government of Quebec, have signed
this 2016 Agreement Respecting Multi-jurisdictional
Pension Plans.

Signed at Québec,

the 17th day of May, 2016.

(original signed by)

Carlos J. Leitão

Minister of Finance

Signed at Quebec,

the 18th day of May, 2016.

(original signed by)

Jean-Marc Fournier

Minister responsible for Canadian Relations
and the Canadian Francophonie

**2016 AGREEMENT RESPECTING
MULTI-JURISDICTIONAL PENSION PLANS**

IN WITNESS WHEREOF,
the undersigned, being duly authorized by
the Lieutenant Governor in Council for Saskatchewan, has signed
this 2016 Agreement Respecting Multi-jurisdictional
Pension Plans.

Signed at Regina,

the 16 day of May, 2016.

(original signed by)
Gordon Wyant

Minister of Justice and Attorney General