

## **2020 AGREEMENT RESPECTING MULTI-JURISDICTIONAL PENSION PLANS**

**The signatories of this Agreement are as follows:**

**The governments of**

**ALBERTA, herein acting and represented by the President of Treasury Board and Minister of Finance;**

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

**NEW BRUNSWICK, herein acting and represented by the Minister of Finance and Treasury Board;**

**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;**

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

**CANADA, herein acting and represented by the Minister of Finance.**

## 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, office, unit 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 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.



### **Cancellation of change of major authority**

(3.1) Despite subsections (1), (2) and (3), the major authority for a pension plan shall not lose its status in that regard under this section if, before the applicable date described in subsection (2), a periodic information return is filed with the major authority in relation to the fiscal year end of the plan immediately preceding the applicable date described in subsection (2), and that periodic information return indicates that the major authority's jurisdiction is the jurisdiction with the plurality of active members of the plan, as determined in accordance with subsection (3) of section 3.

### **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 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 or is subject to an administrative penalty under the pension legislation of the major authority's jurisdiction, the offence or administrative penalty may be prosecuted or imposed 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 following:
  - (i) the date on which, pursuant to subsection (2), the major authority will lose its status as major authority for the plan;
  - (ii) if applicable, the pension supervisory authority that shall become the new major authority for the plan; and

- (iii) that despite the information provided in accordance with subclauses (i) and (ii), the major authority shall not lose its status in that regard if, before the applicable date described in subclause (i), a periodic information return is filed with the major authority in relation to the fiscal year end of the plan immediately preceding the applicable date described in subclause (i), and that periodic information return indicates that the major authority's jurisdiction is the jurisdiction with the plurality of active members of 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.

#### **Subsequent notice by major authority**

(6.1) Where the major authority for a pension plan receives from the administrator of the plan a periodic information return described in subsection (3.1), the major authority shall, as soon as possible after receipt of the periodic information return, notify the pension plan administrator and each minor authority for the plan that such periodic information return has been filed with the major authority, and that as a result, the major authority shall not lose its status in that regard on the date described in the notice provided under clause (a) of subsection (6).

#### **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), in subsection (6.1) or in subsection (7) shall:

- (a) in respect of the information provided for in clause (a) of subsection (6) and subsection (6.1), 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 or other periodic statement of the person's benefits, no later than the expiry of the period for providing such persons with their next annual or other periodic 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 transition on change of major authority**

(2) Despite clause (a) of subsection (1) and 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 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.

### **Annuity discharge requirements**

(5) The requirements of the pension legislation that governs a person's benefits under a pension plan must be satisfied in order for the purchase of an annuity from an insurance company to constitute a final payment of those benefits and to discharge the liability to pay those benefits to the person under that pension legislation. For the purposes of subsection (6), any such requirements set out in a jurisdiction's pension legislation shall be referred to as "annuity discharge requirements".

### **Funding rule exceptions for annuity discharges**

(6) Despite subsection (5), where in relation to a pension plan both the pension legislation of the major authority's jurisdiction and the pension legislation of a minor authority's jurisdiction set out annuity discharge requirements, the annuity discharge requirements of the pension legislation of the major authority's jurisdiction shall apply to the plan instead of any corresponding annuity discharge requirements of the pension legislation of the minor authority's jurisdiction in respect of the following matters:

- (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; and
- (c) actuarial valuation reports to be filed with the pension supervisory authority (including the form and content of such reports, filing deadlines and actuarial standards to be applied in preparing such reports).

**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. (1) Subject to subsections (2) to (4), 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;
- (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, other than a payment to an employer related to plan expenses under clause (f) of paragraph 4 of section 1 of Schedule B or a refund of contributions to an employer under clause (e) of paragraph 6 of section 1 of Schedule B.

**No allocation required – defined contribution pension plan**

(2) Where a pension plan only provides benefits that are determined with reference to amounts credited to the individual accounts of persons under the plan, the assets of the plan need not be allocated into portions in accordance with this Part if the liability for benefits accrued under the plan equals the assets of the plan on the effective date of the relevant event described in subsection (1).

**No allocation required – pension plan with insufficient assets on full wind up**

(3) In a situation described in clause (e) of subsection (1), where a report filed with the major authority for a pension plan indicates that on the effective date of the wind up of the plan, the assets of the plan would be insufficient to pay all the benefits and other amounts payable on the wind up of the plan, the assets of the plan need not be allocated into portions in accordance with this Part:

- (a) if an amount equal to or greater than the amount by which the value of all the benefits and other amounts payable on the wind up of the plan exceeds the value of the assets of the plan, all as determined as of the effective date of the wind up of the plan, is contributed to the pension fund of the plan within 30 days after the report is filed with the major authority; and



- (b) if, after the contribution described in clause (a) is made, where the assets of the plan are still insufficient to pay all the benefits and other amounts payable on the wind up of the plan, a further amount is contributed to the pension fund of the plan promptly to enable payment of all the benefits and other amounts payable on the wind up of the plan.

### **Distribution of remaining assets**

(4) Where the requirements of subsection (3) have been satisfied and all the benefits and other amounts payable on the wind up of the pension plan have been paid, any assets remaining in the plan shall be used in the following manner:

- (a) the remaining assets may be paid to any person that made a contribution described in clause (a) or (b) of subsection (3), up to the amount of the contribution originally made by that person; and
- (b) if assets remain in the plan after the payment described in clause (a), or if the person who made the contribution described in clause (a) or (b) of subsection (3) chooses not to receive such a payment, any remaining assets in the plan shall be paid to the persons who were owed payment of benefits and other amounts payable on the wind up of the plan, pro rata to the liability for their benefits and other amounts payable on the wind up of the plan.

## ***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 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 subsection (1) of section 10 other than the full wind up of the plan and a Fellow of the Canadian Institute of Actuaries certifies that the allocation of the assets of the plan 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 subsection (1) 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 subsection (1) 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, subject to the requirements of subsections (5) and (5.1):

- (a) the value of benefits under the plan that are being paid on a regular 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 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);
- (b.1) the value of the additional benefit provided in accordance with section 60.1 of the pension legislation of Quebec in force on December 31, 2015, for any person who, on the date of allocation, is entitled to the additional benefit but who has not received payment of it, where the terms of the plan provide that such additional benefit continues to apply to the person;
- (c) the amount of any excess contributions made by a person required to make contributions under the plan, plus any interest attributable to those excess contributions, calculated in the following manner and subject to the following requirements:
  - (i) the amount of excess contributions made by a person is the amount of contributions made by the person that, under the pension legislation that governs the person's benefits and when compared to value of benefits payable to the person under the plan,
    - (A) could not be used to pay all or part of the person's benefits accrued under the plan (other than as indicated in subclause (B)); and
    - (B) would be refundable to the person or used to provide additional benefits to the person under the plan;
  - (ii) the contributions, interest, value of the benefits and amount of excess contributions 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 amount of excess contributions; and
  - (iii) any such amount of excess contributions already determined in relation to a person before the date of allocation shall not be included, whether or not such previously determined amount of excess contributions has been refunded to the person or used to provide additional benefits to the person under the plan; 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**

(4) Third, allocate assets of the pension plan equal to 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, subject to the requirements of subsections (5) and (5.1).

### **Excluded benefits from certain levels of priority of allocation**

(5) Unless the benefits are guaranteed by an insurance company, the benefit liabilities under subsections (3) and (4) shall not include the value of the following benefits:

- (a) plant closure benefits and permanent layoff benefits, other than those:
  - (i) that, on the date of allocation, are being paid on a regular basis; or
  - (ii) of any person who, prior to the date of allocation, is entitled to receive payment of those benefits on the date of allocation or a later date, but who is not in receipt of payment of those benefits as of the date of allocation; and
- (b) benefits that, in accordance with the pension legislation that would govern those benefits if this Agreement did not exist, would be required or permitted, for the purposes of an actuarial valuation report filed with the pension supervisory authority responsible for the administration of that pension legislation, to be excluded from:
  - (i) the plan's reported going concern liabilities; and
  - (ii) where the plan's solvency liabilities would be required to be used to determine the contribution requirements related to the plan, the plan's reported solvency liabilities.

### **Deemed excluded benefits**

(5.1) For the purposes of clause (b) of subsection (5), a benefit is deemed to be permitted to be excluded from the pension plan's reported going concern liabilities if that benefit is payable only upon the full or partial wind up of the plan or upon the withdrawal of the employer as described in clause (c) of subsection (1) of section 10, unless the benefit relates to a partial wind up of the plan or the withdrawal of an employer with an effective date that precedes the date of the allocation.

**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 subsection (1) 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 subsection (1) 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 (4) and clause (a) shall be allocated pro rata to the total of the values determined for each portion in applying subsections (2) to (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.

**SECTION 15.****REDUCTION METHOD**

15. (*Revoked*)

**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 subsection (1) 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 subsection (1) 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 subsection (1) 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, 2020, in respect of the governments of Alberta, British Columbia, New Brunswick, Nova Scotia, Ontario, Quebec, Saskatchewan and Canada; 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, 2020.

***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 eighteen months 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 eighteen month 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 eighteen month 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 or other periodic 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 or other periodic 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 or is subject to an administrative penalty under the pension legislation of the prior major authority's jurisdiction, the offence or administrative penalty may be prosecuted or imposed 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 ministries, departments, offices, units 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 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 or is subject to an administrative penalty under the pension legislation of the pension supervisory authority's jurisdiction, the offence or administrative penalty may be prosecuted or imposed 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, 2020**

(5) Despite sections 4 and 6, if this Agreement comes into force after July 1, 2020, 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 or is subject to an administrative penalty under the pension legislation of the pension supervisory authority's jurisdiction, the offence or administrative penalty may be prosecuted or imposed 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 2016 AGREEMENT***

##### **2016 agreement**

**27.** As of July 1, 2020, this Agreement replaces the agreement entitled "2016 Agreement Respecting Multi-jurisdictional Pension Plans" which came into force on July 1, 2016, in respect of the governments of British Columbia, Nova Scotia, Ontario, Quebec and Saskatchewan. The application of that agreement is limited to matters referred to in section 28.

### ***SECTION 28.***

#### ***ADDITIONAL TRANSITIONAL RULE***

##### **Pending matters under 2016 agreement**

**28.** Despite section 27, any matter related to a pension plan that was subject to the agreement entitled "2016 Agreement Respecting Multi-jurisdictional Pension Plans" on June 30, 2020, and that was still pending on that date before a pension supervisory authority that was subject to that agreement, an administrative body or a court continues to be subject to the requirements of that agreement.

**SECTION 29.**  
**WITHDRAWAL FROM AGREEMENT**

**29.** *(Revoked)*

**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.

**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 this 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, except where the pension legislation of a party to this Agreement expressly provides that the pension supervisory authority of that party's jurisdiction shall act as administrator for part of the assets of a pension plan; 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 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**

6. Legislative provisions respecting the following requirements related to the funding of ongoing pension plans (but not for the situations described in clauses (c), (d) and (e) of subsection (1) of section 10 of this Agreement):
  - (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 value of a person's benefit entitlements under a pension plan, or the amount of a refund payable to the person from a pension plan, that can be initially transferred out of the pension fund of the plan where the plan is not fully funded on a solvency or going concern basis, and the deadline for transferring or paying the outstanding portion of the amount;
  - (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, if applicable;
  - (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 other 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.

**2020 AGREEMENT RESPECTING  
MULTI-JURISDICTIONAL PENSION PLANS**

IN WITNESS WHEREOF,  
the undersigned, being duly authorized by  
the Lieutenant Governor in Council for Alberta, has signed  
this 2020 Agreement Respecting Multi-jurisdictional  
Pension Plans.

Signed at \_\_\_\_\_,

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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President of Treasury Board and Minister of Finance

Approved pursuant to the *Government Organization Act*:

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Intergovernmental Relations, Executive Council

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Date

**2020 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 2020 Agreement Respecting Multi-jurisdictional  
Pension Plans.

Signed at \_\_\_\_\_,

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Minister of Finance

**2020 AGREEMENT RESPECTING  
MULTI-JURISDICTIONAL PENSION PLANS**

IN WITNESS WHEREOF,  
the undersigned, being duly authorized by  
the Lieutenant-Governor in Council for New Brunswick, has signed  
this 2020 Agreement Respecting Multi-jurisdictional  
Pension Plans.

Signed at \_\_\_\_\_,

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Minister of Finance and Treasury Board

**2020 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 2020 Agreement Respecting Multi-jurisdictional  
Pension Plans.

Signed at \_\_\_\_\_,

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Minister of Finance and Treasury Board

**2020 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 2020 Agreement Respecting Multi-jurisdictional  
Pension Plans.

Signed at \_\_\_\_\_,

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Minister of Finance

**2020 AGREEMENT RESPECTING  
MULTI-JURISDICTIONAL PENSION PLANS**

IN WITNESS WHEREOF,  
the undersigned, being duly authorized by  
the Government of Quebec, has signed  
this 2020 Agreement Respecting Multi-jurisdictional  
Pension Plans.

Signed at \_\_\_\_\_,

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Minister of Finance



**2020 AGREEMENT RESPECTING  
MULTI-JURISDICTIONAL PENSION PLANS**

IN WITNESS WHEREOF,  
the undersigned, being duly authorized by  
the Government of Quebec, has signed  
this 2020 Agreement Respecting Multi-jurisdictional  
Pension Plans.

Signed at \_\_\_\_\_,

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Minister responsible for Canadian Relations  
and the Canadian Francophonie

**2020 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 2020 Agreement Respecting Multi-jurisdictional  
Pension Plans.

Signed at \_\_\_\_\_,

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Minister of Justice and Attorney General

**2020 AGREEMENT RESPECTING  
MULTI-JURISDICTIONAL PENSION PLANS**

IN WITNESS WHEREOF,  
the undersigned, being duly authorized by  
the Governor in Council for Canada, has signed  
this 2020 Agreement Respecting Multi-jurisdictional  
Pension Plans.

Signed at \_\_\_\_\_,

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Minister of Finance