



Province of Alberta

TEACHERS' PENSION PLANS ACT

**TEACHERS' AND PRIVATE SCHOOL  
TEACHERS' PENSION PLANS**

**Alberta Regulation 203/1995**

With amendments up to and including Alberta Regulation 90/2016

Office Consolidation

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(Consolidated up to 90/2016)

**ALBERTA REGULATION 203/95**

**Teachers' Pension Plans Act**

**TEACHERS' AND PRIVATE SCHOOL  
TEACHERS' PENSION PLANS**

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**1** This Regulation, together with parts of the *Teachers' Pension Plans Act*, constitute the plan rules for the Teachers' Pension Plan and the Private School Teachers' Pension Plan.

**Division of Regulation**

**2** This Regulation is divided into

- (a) Schedule 1, containing plan rules for the Teachers' Pension Plan, and
- (b) Schedule 2, containing plan rules for the Private School Teachers' Pension Plan.

**3** (*This section amends Schedule 1, Subschedule 2; the amendments have been incorporated into that Schedule.*)

**4** Repealed AR 216/2009 s2.

**Schedule 1****Teachers' Pension Plan****Interpretation generally**

**1(1)** In these plan rules,

- (a) "acquire", used in relation to service, means acquire as pensionable service
  - (i) in the case of current service other than that referred to in section 23(2)(b), by having performed it, and
  - (ii) in the case of prior service and service referred to in section 23(2)(b), by having complied with the applicable provisions of Part 4, including paying for it;
- (b) "Act" means the *Teachers' Pension Plans Act*, so far as it affects the Plan;

- (c) “active member” means a member who participates in the Plan as an active member of it by virtue of section 7 and, with respect to any period before commencement, includes a person who, during that period, was contributing on a current service basis under the former Act;
- (d) “actuarial equivalent” means the equivalent in actuarial present value, determined on the basis recommended by the Plan’s actuary but using a mortality table that does not differentiate on the basis of any person’s sex, and approved by the Board;
- (e) “actuarial reserve” means the actuarial present value, as at the relevant date, of benefits, including the portion of those benefits relating to expected future salary increases, determined as if the member were entitled to a pension commencing at the earliest date allowed by the Plan and on the basis recommended by the Plan’s actuary but using a mortality table that does not differentiate on the basis of any person’s sex, and approved by the Board;
- (f) “additional contributions” means additional contributions under section 19 of the Act as that section existed prior to September 1, 2009;
- (g) “benefit” means a retirement benefit, a death benefit or a benefit on termination before a member becomes eligible to receive a pension, under Part 5, and includes any benefit under the former Act;
- (h) “combined pensionable service”, subject to clause (i), means
  - (i) pensionable service, and
  - (ii) pensionable service (if any) recognized under the Related Plan;
- (i) “combined pensionable service in the Related Plan” means combined pensionable service described in clause (h)(ii);
- (j) “commencement”, except where it relates to a pension, means September 1, 1995;
- (k) “commuted value” means, in relation to benefits to which a member has a present or future entitlement, the actuarial present value of those benefits determined, as at the relevant date, using actuarial assumptions and methods recommended by the Plan’s actuary in accordance with

the recommendations of the Canadian Institute of Actuaries but using that mortality table used in the latest actuarial valuation of the Plan that does not differentiate on the basis of any person's sex;

- (l) "contributing active member" means an active member who is not a disabled member, not on a leave of absence and not on strike;
- (m) "contributions" means contributions under the Plan, and includes any payment referred to in section 18(1)(c) and contributions under the former Act that are of a nature corresponding to those in question;
- (n) "current service contributions" means a contributing active member's contributions under section 10(1), and includes corresponding contributions paid by a member on a current service basis under the former Act;
- (o) "disabled member" is to be construed in accordance with subsection (2);
- (p) "employee" means
  - (i) a person who is employed
    - (A) subject to subsection (2.1), under a contract of employment that is in accordance with section 97 or 114 of the *School Act*,
    - (B) subject to subsection (2.1), under section 96 of that Act,
    - (C) in a chartered school under a contract of employment that is in accordance with section 36, as it incorporates section 96, 97 or 114, of that Act,
    - (D) by the Association,
    - (E) by a local of the Association, or
    - (F) by the Lloydminster Public School District or the Lloydminster Roman Catholic School Division under circumstances equivalent to those covered by paragraph (A), (B) or (C), if he has not opted to become an active participant of an equivalent pension plan in Saskatchewan,

and who holds a certificate of qualification as a teacher issued under that Act, the holding of such a certificate being a condition of that person's

- employment with the employer and being a normal vocational requirement in Alberta for work of the general class or category into which that employment falls,
- (ii) any other person who was, immediately before commencement, contributing as a member on a current service basis under the former Act and has not subsequently ceased to participate in the Plan by virtue of ceasing to participate on the basis that applied immediately before commencement, or by virtue of death, or
  - (iii) a person to whom section 3 applies;
- (q) “employee contributions” means the following, so far as they have not previously been returned or paid or transferred out of the Plan, namely
- (i) current service contributions,
  - (ii) contributions paid under section 11,
  - (iii) additional contributions,
  - (iv) any part of a sum paid into the Plan under a reciprocal agreement that is recognized by the Board pursuant to that reciprocal agreement as employee contributions, and
  - (v) contributions for prior service made by a member,
- and includes interest on those amounts credited under section 53;
- (r) “employer” means a person who employs a plan employee or a substitute teacher or otherwise occupies an employer or former employer relationship in relation to a person who is or was a plan employee or a substitute teacher;
- (s) “employer-contributor” means,
- (i) subject to subclause (ii), the Crown, and
  - (ii) employers relative to
    - (A) plan employees covered by clause (p)(i)(E),
    - (B) plan employees described in clause (p)(ii), and
    - (C) persons who were any such plan employees;

- (t) “fiscal year” means the fiscal year of the Plan provided for in section 5;
- (u) “former Act” means the former Act within the meaning of the Act, to the extent that it affects the Plan and does not exclusively affect the Related Plan;
- (v) “full-time basis” means, in relation to employment, the basis where the regularly scheduled periods of work in the employment are at least equal to the total time contemplated by the latest report referred to in section 9(6)(b) of the Regulations, and “full-time actual basis” means the basis where all those regularly scheduled periods on all the working days in a given month are actually worked in that month;
- (w) “inactive member” means
  - (i) a person who was, but has ceased to be, an active member, is not an active member of the Related Plan and remains a living member, or
  - (ii) any other living member, other than an active member or an active member of the Related Plan, who has acquired substitute service;
- (w.1) “latest pension commencement date” means, in relation to a member whose pension has not yet commenced, the last moment as of which that person is allowed to commence to receive the pension under the tax rules;
- (x) “leave of absence” means a period
  - (i) during which a member who was an active member immediately before the period commenced was on an unpaid leave, or on a paid paternity, adoption or sabbatical leave or on a paid non-health-related portion of a maternity leave, from the regular duties of the member’s employment with the employer’s authority, and
  - (ii) respecting which that member proves to the Board’s satisfaction that the period complies with subclause (i);
- (y) “locked-in retirement account” means a registered retirement savings plan that meets the conditions referred to in section 1(1)(ff) of the *Employment Pension Plans Act* (SA 2012 cE-8.1);

- (z) “matrimonial property order” means a matrimonial property order within the meaning of the *Matrimonial Property Act*, or a similar order enforceable in Alberta of a court outside Alberta, that affects the payment or distribution of benefits;
- (aa) “member” means any person who, in the normal course of events, has a present or a future entitlement to apply for and receive any benefit as a result of the acquisition of service by him or by a deceased person through whom the entitlement derives;
- (bb) “month” means a calendar month;
- (cc) “monthly rate of salary” or “MRS” means the annual rate of current pensionable salary that is or would be payable on a regular basis to a contributing active member who is employed or if he were employed on a full-time basis and if he works or worked on a full-time actual basis for the whole school year, divided by 12;
- (dd) “new reciprocal agreement” means a reciprocal agreement in respect of which all the conditions specified in section 58(2) had been fully met at the time in question;
- (ee) “old reciprocal agreement” means a reciprocal agreement that is not a new reciprocal agreement, including the 1974 agreement referred to in section 58(2);
- (ff) “on strike” means engaged in a strike within the meaning of the *Labour Relations Code*;
- (gg) “pension” means a pension under the Plan;
- (hh) “pension commencement” means the time established by section 50 that constitutes the effective time for the commencement of the relevant pension;
- (hh.1) “pension partner”, in relation to a member, means
  - (i) a person who, at the relevant time, was married to that member and had not been living separate and apart from that member for 3 or more consecutive years, or
  - (ii) if there is no person to whom subclause (i) applies, a person who, as at and up to the relevant time, had lived with that member in a conjugal relationship for a continuous period of at least 3 years and was, during that period, held out by that member in the

community in which they lived as being in that conjugal relationship;

- (ii) “pensionable salary” means, subject to clause (jj) and section 25(3) and (4),
  - (i) in respect of a calendar year before 1992, salary, and
  - (ii) in respect of any calendar year after 1991, salary that is compensation within the meaning of the tax rules, subject however to such limitation as is necessary to ensure that no benefit accrual exceeds the defined benefit limit that was contemporaneously in force in that year under the tax rules for that year (disregarding any subsequent retroactive change);
- (jj) “pensionable salary paid” or “PSP” means the pensionable salary that is or would be paid to a contributing active member in respect of a given month, excluding retroactive salary adjustments other than those directly relating to that month, if the member is or were paid the monthly rate of salary for working exactly on a full-time actual basis, but based on the actual period for which the member is paid in respect of that month;
- (kk) “pensionable service” means, with respect to a member and subject to sections 18 and 25(5), service in respect of which contributions have been made under section 10 or 18 or under the former Act or a period of service performed as a disabled member, and as calculated, in the case of the current service of a contributing active member, pursuant to section 20;
- (ll) “pensioner” means an inactive member who has terminated and commenced to receive a pension;
- (mm) “Plan” means the Principal Plan partly contained in this Schedule;
- (nn) “plan employee” means an employee other than one to whom section 3 applies;
- (oo) “Plan’s actuary” means the Fellow of the Canadian Institute of Actuaries engaged by the Board as the Plan’s actuary or to perform the function in question;
- (pp) “prior service” means any service other than
  - (i) that for which current service contributions are or were liable to be made,

- (ii) service performed as a disabled member, and
- (iii) combined pensionable service in the Related Plan,  
and includes service described in section 18(1)(c)(iv) or 24, even if the original service performed were service described in subclause (i);
- (qq) “reciprocal agreement” means a reciprocal or any other agreement entered into under section 58, and includes a similar agreement entered into by the Board before commencement;
- (rr) “reciprocal service” means service recognized as pensionable under a reciprocal agreement by the other party to the agreement and transferred into the Plan under the agreement;
- (ss) “registered” means registered or accepted for registration under the *Income Tax Act* (Canada);
- (tt) “Regulations” means the *Teachers’ Pension Plans (Legislative Provisions) Regulation* to the extent that it affects the Plan and does not exclusively affect the Related Plan;
- (uu) “Related Plan” means the Private School Plan and, in the context of a specific provision, means Schedule 2;
- (vv) “salary” means
  - (i) in the case of a contributing active member, the remuneration, including any isolation, living and location allowances that are fixed by that member’s employer, that relates to the member’s performance of the duties of the employment, including any payment that is deferred by agreement between the employer and the member under a contract that is in accordance with the *School Act* or under a voluntary remuneration deferral scheme, but excluding
    - (A) any payments, other than any such deferred payments, that relate to or that are made in conjunction with the member’s termination,
    - (B) any automobile or expense allowance or any perquisites related to the employment,
    - (C) any payment made in lieu of vacation leave not taken,



- (D) bonuses, other than signing bonuses under a collective agreement within the meaning of the *Labour Relations Code*, and
  - (E) any remuneration payable with respect to any service that is incapable of acquisition by virtue of section 18(4);
- whether those excluded payments are paid under contract or gratuitously,
- (ii) in the case of a disabled member who was being treated as disabled under the former Act immediately before September 1, 1992,
    - (A) in respect of any period before that date, the remuneration described in subclause (i) that applied immediately before he became so disabled, and
    - (B) in respect of any period after August 31, 1992, the remuneration specified in paragraph (A), adjusted on September 1, 1992 in respect of the period between the date he became so disabled and August 31, 1992 using the adjustments to that remuneration that would have been applicable over that period of time based on the remuneration grid level applicable to him immediately before the date he became so disabled, and further adjusted from that time onwards using the remuneration adjustments referred to in subclause (iii), and rounded to the nearest dollar,
- or
- (iii) in the case of any other disabled member, the pensionable salary paid, to a maximum of the monthly rate of salary, that applied in the last full calendar month before he became a disabled member, adjusted from disablement onwards on September 1 in each year by multiplying
    - (A) on the first September 1 occurring after the day on which disablement occurred, that remuneration, and
    - (B) on each subsequent September 1, the remuneration prevailing as a result of the adjustment, if any, under this subclause on the previous September 1,

by  $(1 + X)$ , where  $X$  is the average of the percentage changes (expressed as a decimal fraction rounded to 4 digits after the decimal point) in the four-year university maximum grid levels as provided by the collective agreements of the Calgary and Edmonton Public and Separate School Boards in respect of the period in question as of that September 1 compared with the corresponding amount as of September 1 in the preceding year, and rounded to the nearest dollar;

(ww) “school year” means, in relation to an employer, the period that the employer reports to the Board as its school year under section 9(6)(a) of the Regulations;

(xx) “service” means

- (i) a period during which a person is or was a plan employee,
- (ii) a period during which a person
  - (A) is or was a disabled member, or
  - (B) was, before September 1, 1992, treated as disabled under the former Act,
- (iii) combined pensionable service in the Related Plan,
- (iv) a period recognized as pensionable under a reciprocal agreement by the other party to the agreement,
- (v) substitute service,
- (vi) all other periods referred to in section 18(1)(d), and
- (vii) where a contributing active member terminates and receives a payment such that his pensionable salary paid for the month in which the termination occurs exceeds his monthly rate of salary for that month, a further period calculated as follows:

$$\left( \frac{\text{PSP} - \text{MRS}}{\text{MRS}} \right) \times 1 \text{ month},$$

but does not include any period when a person was in receipt of a disability allowance originally granted under the former Act or when a person, other than a disabled member or a member on a leave of absence, is or was on strike;

(yy) repealed AR 101/2002 s3;

- (zz) “substitute service” means a period served in the capacity of a substitute teacher since May 1, 1971;
- (aaa) “substitute teacher” means a teacher referred to in section 100(1) of the *School Act*;
- (bbb) “terminates”
- (i) used in relation to an active member, means ceases to be an active member and, on that cessation, becomes an inactive member described in clause (w)(i), and
  - (ii) used in relation to a person who is not an active member and whose most recent service acquisition was of substitute service, means applies to the Board for a benefit as a result of which application a pension actually commences or another benefit is paid under Division 3 of Part 5;
- (ccc) “transfer” or “transferred”, where used with reference to the transfer of money from the Plan, means transfer or transferred (as the case may be) to another registered pension plan, to a registered retirement savings plan, to a locked-in retirement account or to any other registered vehicle that is designed to assist with retirement savings, to the extent that the tax rules allow such a transaction and with any amount in excess of what the tax rules allow being paid to the person entitled;
- (ddd) “vested” means, in relation to a member, having accumulated at least
- (i) 10 years’ qualifying service before September 1, 1992,
  - (ii) 5 years’ qualifying service after August 31, 1992, or
  - (iii) 5 years’ qualifying service that includes a period of combined pensionable service in each of the 1991 - 1992 and the 1992 - 1993 school years,
- for which purpose “qualifying service” means combined pensionable service and, if applicable, unacquired service described in section 18(1)(c)(iii) where the reciprocal agreement referred to in that subclause is a new reciprocal agreement;
- (eee) “work” includes any situation in which a member does not actually work but is contractually treated by the employer as if he were working;

(fff) “year’s maximum pensionable earnings” means the Year’s Maximum Pensionable Earnings within the meaning of the Canada Pension Plan (Canada).

**(2)** For the purposes of the Plan, a person was a disabled member at any time or during any period after August 31, 1992 respecting which

- (a) he satisfies the Board, with such proof as the Board requires, that,
  - (i) either
    - (A) he was eligible to receive benefits under the employer’s long-term disability income continuance plan or program for its workers, or
    - (B) he fell within any other circumstances that the Board reasonably decides to be equivalent to having such eligibility and was suffering from a physical or mental impairment that prevented him from performing the duties of the employment in which he was engaged before the commencement of the impairment,
  - (ii) he was a contributing active member, on a leave of absence or on strike immediately before the period commenced, and
  - (iii) if he qualified under subclause (i) during a period of leave of absence or while on strike, that leave or strike period has ended,

and

- (b) repealed AR 100/2001 s3,
- (c) he was not in receipt of a disability allowance originally granted under the former Act.

**(2.1)** Notwithstanding paragraphs (A) and (B) of subsection (1)(p)(i), those paragraphs are to be taken to exclude persons who are employed by

- (a) Edmonton School District No. 7 (known as “Edmonton Public Schools”), or
- (b) Pembina Hills Regional Division No. 7,

and are participants in and within the meaning of the Public Service Pension Plan or the Management Employees Pension Plan by virtue of section 10(c.2) or (c.3) respectively of those Plans.

- (3)** For the purposes of subsection (1)(yy), persons are living separate and apart
- (a) if they are living separate and apart and either of them has the intention to live separate and apart from the other, or
  - (b) if,
    - (i) they had been living separate and apart,
    - (ii) the separation was interrupted or ended by reason only that either of them became incapable of continuing to live separate and apart or of forming or having the intention to continue to live apart of that person's own volition, and
    - (iii) the separation would probably have continued if that person had not become so incapable.

AR 203/95 Sched.1 s1;120/96;137/97;267/99;253/2000;  
100/2001;101/2002;196/2006;216/2009;197/2014

#### **Interpretation - Related Plan**

**2(1)** Where a provision of this Schedule makes reference to the Related Plan and the context of that provision calls for a matter to be determined by reference to the Related Plan, then, expressions used in that provision, to the extent that they fall to be construed under the Related Plan, are to be interpreted in accordance with the definitions and other interpretation provisions of the Related Plan rather than those of this Plan.

**(2)** Where a provision of this Schedule makes reference to a specific enactment in the Related Plan and the section of the Related Plan relating to that specific enactment incorporates by reference the whole of the corresponding section of this Schedule or a part of it that includes the enactment in this Schedule corresponding to that specific enactment reference, the reference is to be treated as being to the corresponding specifically referenced enactment in this Schedule as it is incorporated by that section of the Related Plan.

#### **Interpretation - employee**

**3** A plan employee who has pensionable service that becomes combined pensionable service in the Related Plan under the Related Plan on joining the Related Plan nevertheless remains an employee for the purposes of this Plan as well as being an employee for the purposes of the Related Plan as long as he remains a plan employee under the Related Plan.

## **Part 1 Administration**

### **Administration of Plan**

**4(1)** Notwithstanding anything in the Plan, the Board shall administer the Plan in accordance with the tax rules.

**(2)** If in any respect the Plan does not comply with the applicable tax rules, the Board may administer the Plan as if it were amended so to comply.

### **Fiscal year of Plan**

**5** The fiscal year of the Plan is from September 1 in one year to August 31 in the next.

### **Forms**

**6** The Board may establish any forms required for the purposes of the Plan other than that in Subschedule 1 and may require that any applications, notices or other documents provided to it be in the form so established.

## **Part 2 Participation**

### **Active membership participation**

**7** Subject to section 9, a person is to participate in the Plan as an active member

- (a) if the person is a plan employee, or
- (b) while the person is a disabled member.

### **Participation through substitute service**

**8** A person who has taught on the basis specified in section 100(1) of the *School Act* is entitled to participate in the Plan to the extent of acquiring substitute service.

AR 203/95 Sched.1 s8;196/2006

### **Exceptions to participation**

**9** Sections 7 and 8 do not apply to a person

- (a) who has reached, or after the person reaches, his latest pension commencement date,
- (b) repealed AR 253/2000 s4,

- (c) who, by reason of proximity to the latest pension commencement date and his not being vested, cannot become vested or could become vested only if he acquired service under section 18 and does not acquire it, or
- (d) who is in receipt of a pension in respect of his own pensionable service.

AR 203/95 Sched.1 s9;253/2000

### **Part 3 Funding**

#### **Current service contributions**

**10(1)** A contributing active member shall, at monthly intervals during all periods in which that status is maintained, make contributions for current service referred to in section 16(5) of the Act in the amounts set by this section.

**(2)** The monthly rate at which current service contributions are payable by contributing active members for the purposes of this section

- (a) is 6.87% of their pensionable salary paid, if their pensionable salary paid does not exceed, or of the portion of it that does not exceed, the one-twelfth of the year's maximum pensionable earnings that is applicable to that month, and
- (b) if the pensionable salary paid does exceed that one-twelfth of those earnings, is 11.47% of the excess,

which rates include the full cost to such members of the cost-of-living increases in pensions referred to in section 16.

**(3)** The specific amount of current service contributions payable by a contributing active member in respect of any given month is as follows:

$$\frac{\text{PSP}}{\text{MRS}} \times \text{full-time monthly current service contributions}$$

**(4)** In subsection (3), "full-time monthly current service contributions" means the exact amount of current service contributions that would be payable in the month in question by the contributing active member if he worked in the employment for that entire month on exactly a full-time actual basis and if the current service contributions were paid based on the monthly rate of salary for that month.

AR 203/95 Sched.1 s10;120/96;113/99;235/2000;116/2003;266/2004;  
313/2006;101/2009;65/2010;76/2012;58/2013;90/2016

**Members' contributions for post-August 1992 liabilities**

**11** Whenever a contributing active member makes current service contributions, he shall also make contributions for unfunded liabilities attributable to pensionable service after August 31, 1992, under section 16(6) of the Act, at the rate of 3.87% of his pensionable salary paid.

AR 203/95 Sched.1 s11;120/96;116/2003;266/2004;313/2006;101/2009;  
65/2010;76/2012;58/2013;90/2016

**12** Repealed AR 101/2009 s5.

**Employer-contributors' contributions**

**13** Whenever current service contributions are made, the contributing active member's employer-contributor shall make contributions at the rate

- (a) for current service under section 16(5) of the Act, of 8.31%, and
- (b) for unfunded liabilities referred to in section 11, of 3.64%,
- (c) repealed AR 101/2009 s6,

of the member's pensionable salary paid.

AR 203/95 Sched.1 s13;120/96;113/99;235/2000;116/2003;266/2004;  
313/2006;101/2009;65/2010;76/2012;58/2013;90/2016

**Employers' liability to remit**

**14** Notwithstanding anything in sections 10 and 11, an employer who is paying a contributing active member's remuneration is liable for the remittance of the contributions under those sections, for which purpose the employer shall withhold those contributions from the remuneration payments.

AR 203/95 Sched.1 s14;216/2009

**Interest on unremitted contributions**

**15(1)** Where any contributions that are required to be remitted under this Part by an employer or an employer-contributor are not received by the Board on or before the end of a period of 5 business days of the Board following the end of the month for which they are payable, the Board may charge the employer or the employer-contributor, as the case may be, interest on those overdue contributions from that month-end.

**(2)** Interest under subsection (1) is payable on a daily basis, compounded monthly, at a rate per year equal to the prime interest rate of the financial institution primarily used by the Board and



prevailing on that institution's first business day of each quarter of a fiscal year plus 2%.

AR 203/95 Sched.1 s15;120/96

#### **Exclusive funding by members**

**16** Notwithstanding anything in the Plan, that part of the cost of the cost-of-living increases referred to in section 48(1) and (2) that represents the difference between the adjusted amount of pension calculated according to section 48(5)(b) and the amount that would have been payable had the formula in that clause been  $(1 + .6X)$  is to be met entirely by current service contributions and by contributions from persons acquiring substitute service.

#### **Contributions giving no pensionable service**

**17** Notwithstanding anything in the Plan, a person is not liable to, and may not, make contributions in respect of any period which, on the payment of the contributions, will not constitute pensionable service.

### **Part 4 Pensionable Service**

#### **Rules for computing pensionable service**

**18(1)** Subject to this section and sections 19 and 20, in computing the length of pensionable service that a member accumulated, the following periods of service are the periods to be taken into account:

- (a) service with an employer in respect of which current service contributions have been made;
- (b) service as a disabled member;
- (c) subject to section 21(1), where payment has been made for service described in this clause on an actuarial reserve basis (the relevant date for the ascertainment of actuarial reserve being the date of its calculation by the Board),
  - (i) prior service with an employer, including substitute service dealt with in section 19,
  - (ii) service transferred into the Plan under a reciprocal agreement that is recognized by the Board as pensionable service,
  - (iii) to the extent, if any, that the service recognized by the Board under subclause (ii) does not cover all the

service recognized as pensionable by the other party to the reciprocal agreement, the difference,

- (iv) service that would be pensionable service but for subsection (3), and
- (v) service before September 1, 1992 in respect of which a person was treated as disabled under the former Act,

and

- (d) all other periods before commencement that constituted service, and that were acquired, under the former Act.

**(2)** Service that is recognized as pensionable under any other registered pension plan under which a person is receiving or is or will be entitled to receive a pension in respect of the service, including the Related Plan, may not be taken into account as pensionable service.

**(3)** Service with respect to which the contributions made have been returned or paid out or contributions or the actuarial present or commuted value of a pension have been transferred out of the Plan on a person's behalf may not be taken into account as pensionable service.

**(4)** Notwithstanding anything in the Plan, a member cannot acquire more than one year's combined pensionable service in respect of service performed in a calendar year, regardless of the nature and extent of the service so performed.

**(5)** Contributions referred to in subsection (1)(c) are subject to any limitations imposed under the applicable circumstances by the tax rules.

**(6)** Notwithstanding anything in the Plan,

- (a) where a person performed service before 1992 and before his 65th birthday for an aggregate period in excess of 35 years, such portion of that service (if any), starting from the earliest service and working chronologically forwards, as is necessary to result in the pre-1992, pre-age 65 service being exactly 35 years' combined pensionable service, is not to be taken into account as combined pensionable service, and
- (b) service performed before 1992 after a person had attained the age of 65 years is not to be taken into account as combined pensionable service.

(7) In determining actuarial reserve for the purposes of subsection (1)(c)(i) of a member who is acquiring a leave of absence as pensionable service, the remuneration to be used in the calculation is 12 times the member's monthly rate of salary at the time of the calculation.

**Substitute service**

**19(1)** This section applies with respect to the acquisition under section 18(1)(c)(i) of substitute service as pensionable service.

(2) An inactive member may acquire substitute service only

- (a) in exactly 186-day blocks, or
- (b) in conjunction with an application for a pension that results in pension commencement in the normal course.

(3) An active or an inactive member of the Related Plan may acquire substitute service under this Plan as pensionable service under this Plan, but only on the basis specified in subsection (2)(a) or (b).

(4) The annual remuneration to be used in the calculation of actuarial reserve in the acquisition of substitute service under this Plan is the greater of the person's highest average earnings within the meaning of section 25(1)(a) at the time of the calculation and

- (a) if the person is a contributing active member or a contributing active member of the Related Plan, 12 times that member's monthly rate of salary,
- (b) if the person is a disabled member or a disabled member of the Related Plan, the annual amount of salary described in section 1(1)(vv)(ii) or (iii), as the case may be, but calculated as if that person were employed on a full-time basis and were working on a full-time actual basis immediately before disablement and throughout the period in question,
- (c) if the person is a member or a member of the Related Plan on a leave of absence, 12 times the amount of his monthly rate of salary prevailing at the time he was last a contributing active member (rounded to the nearest dollar), adjusted from that time onwards on September 1 in each year by multiplying
  - (i) on the first September 1 occurring after the day on which disablement occurred, that amount, and

- (ii) on each subsequent September 1, the amount prevailing as a result of the adjustment, if any, under this clause on the previous September 1,

by  $(1 + X)$ , where  $X$  is the average of the percentage changes (expressed as a decimal fraction rounded to 4 digits after the decimal point) in the four-year university maximum grid levels as provided by the collective agreements of the Calgary and Edmonton Public and Separate School Boards in respect of the period in question as of that September 1 compared with the corresponding amount as of September 1 in the preceding year, and rounded to the nearest dollar,

- (d) if the person is on strike or on strike from the Related Plan, 12 times his monthly rate of salary prevailing before the strike started, or
- (e) if none of clauses (a) to (d) applies, the average of the annual remuneration rates (rounded to the nearest dollar) that would be paid, as of the September 1 on or preceding the date of calculation, to full-time plan employees on the four-year university minimum grid level as provided by the collective agreements referred to in clause (c),

if he has such highest average earnings, or the remuneration specified in clause (a), (b), (c), (d) or (e), as the case may be, if not.

**(5) If**

- (a) the substitute service being acquired amounts exactly to a 186-day block of substitute service or if an acquisition of substitute service is made in conjunction with the person's application for a pension that results in pension commencement in the normal course, and
- (b) the substitute service is not being reacquired under section 18(1)(c)(iv) under circumstances where the employer-contributor had already contributed for that service under this subsection or the corresponding provision of the former Act,

the employee's general liability to make all the contributions for prior service is subject to the requirement that the employer-contributor must pay half of the total amount of the contributions required to acquire the substitute service, except that the full cost relating to the substitute service of that part of the cost-of-living increases referred to in section 48(1) or (2) that represents the difference between the adjusted amount of pension calculated according to section 48(5)(b) and the amount that would

have been payable had the formula in that clause been  $(1 + .6X)$  is to be met by the employee.

**(6)** If a person applies to acquire substitute service in conjunction with an application for a pension but does not commence the pension relative to the time reported to the Board for pension commencement, the whole transaction, so far as it relates to any period outside a 186-day block, is to be reversed as if the acquisition had never been made.

AR 203/95 Sched.1 s19;172/2002

#### **Calculation of current service**

**20(1)** The pensionable service of a contributing active member attributable to current service is to be calculated for each month in accordance with subsection (2).

**(2)** The calculation of the pensionable service for any given month is the following fraction of a year's pensionable service:

$$\frac{\text{PSP}}{(\text{MRS} \times 12)}$$

#### **Requirement to apply and observe conditions**

**21(1)** Service described in section 18(1)(c) or section 24 may not be acquired unless the person wishing to acquire it applied to the Board to acquire it and has complied with the applicable terms and conditions set out in this Part.

**(2)** Subject to subsection (3), the service may be acquired only by a person who at the time of the application to acquire it, is a contributing active member or a disabled member.

**(3)** Subsection (2) does not apply with respect to the acquisition of

- (a) substitute service, or
- (b) service referred to in section 24.

#### **Prior service contributions**

**22(1)** The minimum amount of either pre-1993 or post-1992 service described in section 18(1)(c)(i), (iii), (iv) or (v), other than substitute service, that a member may acquire at any one time is

- (a) one half-year of that pre-1993 or post-1992 service,
- (b) the full amount of that pre-1993 or post-1992 service if the total period of that service or the total period of it remaining to be acquired is less than one half-year, or

- (c) any amount of that service if the application to acquire it is being made in conjunction with an application for a pension.

(2) After receiving an application to acquire service referred to in subsection (1), the Board shall calculate the amount of contributions required and forthwith notify the member in writing of the required amount and of the date by which the contributions for the service must be paid in full under subsection (3).

(3) Contributions for the service being acquired must be paid in full before the end of the month following the month in which the date occurs as of which the amount of the contributions is calculated and, if those contributions are not fully paid by then, the application for the acquisition is deemed to be withdrawn.

(4) Where

- (a) an application is made with reference to subsection (1)(c),
- (b) the member does not commence the pension relative to the time reported to the Board for pension commencement, and
- (c) the acquisition would fall short of the requirements of subsection (1)(a) and (b),

the whole transaction is to be reversed as if the acquisition had never been made.

#### **Status of reciprocal service**

**23(1)** When reciprocal service, other than that acquired under section 18(1)(c)(iii), has been recognized by the Board as pensionable service, then, for all purposes of the Plan, that service is thenceforth deemed to be service originally performed with an employer rather than with the party to the reciprocal agreement.

(2) As a result, but without limiting the effect, of subsection (1),

- (a) all contributions transferred into the Plan from the original pension plan on behalf of the person who has become a member and that that plan certifies to be member contributions are deemed to be current service contributions, and
- (b) service for which contributions were made on that basis is current and not prior service for the purposes of the Plan.

**Reacquisition for simultaneous transfer**

**24** Notwithstanding anything in section 18, where a person performed service before 1990 with respect to which the contributions have been returned or paid out and wishes to acquire that pre-1990 service as pensionable service for the sole purpose of simultaneously transferring that pensionable service to another registered pension plan pursuant to a reciprocal agreement, that person may acquire that service for that purpose if

- (a) the applicable provisions of sections 19, 21 and 22 are complied with,
- (b) the application to acquire it is accompanied by an irrevocable application for that transfer, and
- (c) payment is made for the service in an amount that is equal to the amount that the Plan will pay to the other party pursuant to the reciprocal agreement.

## **Part 5 Benefits**

**Interpretation**

**25(1)** In this Part,

- (a) “highest average earnings” means, subject to this section, the average, based on the 5 consecutive years that yield the highest result,
  - (i) of a person’s pensionable salaries in the following service over which the average of his pensionable salaries was the highest, namely
    - (A) his combined pensionable service for which current service contributions, excluding contributions referred to in section 23(2)(a), were paid,
    - (B) any further service that
      - (I) would be combined pensionable service referred to in paragraph (A) but only for its exclusion by virtue of section 18(6), and
      - (II) does not fall within subclause (ii),
    - (C) reciprocal service (including service referred to in section 23(2)(b)), not exceeding 4 years however, transferred into this Plan or into the

Related Plan under an old reciprocal agreement,  
and

- (D) all other service that constitutes combined pensionable service except service referred to in subclause (ii),
  - (ii) in respect of service acquired under section 18(1)(c) of this Schedule or of the Related Plan or the corresponding provisions of the former Act, except service specifically referred to in subclause (i)(C) but whether it exceeds the 4-year limit referred to in that subclause or not, of the remuneration implicit in the salary basis used in determining the actuarial reserve, excluding salary growth assumptions, paid to acquire the service under the relevant portions of section 18(1)(c) of this Schedule or of the Related Plan, as the case may be, or of the highest of the remuneration (excluding salary growth assumptions) on which the contributions paid to acquire that service were based under the former Act, and
  - (iii) of a combination of pensionable salaries and remuneration specified in both subclauses (i) and (ii);
- (b) “normal pension” means a pension that is payable in the same amount and form, regardless of the provision under which it is payable, as the pension in the amount payable under section 27(3) and in the form specified in section 27(2);
- (c) “years of pensionable service” means the number of complete years and any portion of a remaining year of pensionable service.

**(2)** For the purpose of determining the consecutive years referred to in subsection (1)(a), breaks in service are to be disregarded.

**(3)** For the purposes of subsection (1)(a)(i), the pensionable salary with respect to reciprocal service transferred into the Plan or into the Related Plan under an old reciprocal agreement is the remuneration reported as the person’s remuneration by the other party to the agreement.

**(4)** For the purposes of subsection (1)(a), where a contributing active member was not employed on a full-time basis in any given month, his pensionable salary for that month is equal to his monthly rate of salary, less the salary reductions, if any, in that month attributable to his not working on a full-time actual basis (excluding the extent to which employment on the minimum full-time basis exceeds the non-full-time basis on which he is



actually employed) with those reductions being calculated as if employed on a full-time basis (in subsection (5) referred to as "FTEMPS").

(5) For the purposes only of subsection (1)(a)(i)(A), the pensionable service of a contributing active member who was not employed on a full-time basis in a given month is equal to the following fraction of a year's pensionable service:

$$\frac{\text{FTEMPS}}{(\text{MRS} \times 12)}$$

## Division 1 Retirement Benefits

### Tax rule limitation on benefits

**26** Notwithstanding anything in the Plan but without affecting any particular provision of the Plan further limiting benefits, benefits deriving from acquired service performed in any calendar year after 1991 are limited to what is allowed by the tax rules.

### Normal pension based on age or age and service

**27(1)** A member who

- (a) has terminated,
- (b) is vested, and
- (c) either
  - (i) has attained the age of 55 years with the sum of his age, combined pensionable service and, if applicable, unacquired service described in section 18(1)(c)(iii) of this or the Related Plan where the reciprocal agreement referred to in that subclause is a new reciprocal agreement, amounting to not less than 85 years, or
  - (ii) has attained the age of 65 years,

is entitled to receive a pension in the amount specified in subsection (3) or to the benefits specified in section 38(1)(b) and, if applicable, section 38(3).

(2) A pension under subsection (1) is payable for the life of the pensioner or the term of 5 years, whichever is the longer.

(3) The pension under subsection (1) is an annual amount calculated using the formula

$$[0.02 (A \times B) - 0.006 (C \times D)]$$

in which

- A is the member's highest average earnings,
- B is the number of years of the member's pensionable service,
- C is the lesser of
- (a) highest average earnings, and
  - (b) the average year's maximum pensionable earnings for
    - (i) the last 5 consecutive years of the member's pensionable service, with breaks in service being disregarded, where pension commencement occurs after December 31, 2000 as a result of a postponement under section 42 made before January 1, 2001, or
    - (ii) the 5 consecutive years over which those highest average earnings are determined, where pension commencement occurs after December 31, 2000 in any other circumstances,
- and
- D is the number of years of the member's pensionable service after December 31, 1965.

AR 203/95 Sched.1 s27;253/2000

#### **Pension partner protection**

**28(1)** Notwithstanding anything in the Plan except subsections (2) and (3), a pensioner with a pension partner at pension commencement is deemed for the purposes of the Plan to have chosen a pension in the form of a joint life pension under section 29(1)(c) (excluding section 29(1)(c)(i)), with that pension partner as the designated nominee.

**(2)** The member entitled may select either form of joint life pension under section 29(1)(c) (excluding section 29(1)(c)(ii)) with the pension partner at pension commencement as the designated nominee, rather than that referred to in subsection (1).

**(3)** Subsections (1) and (2) do not apply where there was filed with the Board

- (a) a valid statutory declaration by the pension partner at pension commencement in the form set out in, and signed in accordance with the requirements of, Subschedule 1, or
  - (b) a matrimonial property order.
- (4) Notwithstanding subsection (3), a declaration under subsection (3)(a) is not valid if it is made more than 90 days before pension commencement.
- (5) A pension payable under subsection (1) or (2) is in an amount that is the actuarial equivalent of the pension payable in the form of a normal pension.

AR 203/95 Sched.1 s28;101/2002

**Alternative forms of pension**

**29(1)** A member who is entitled to receive a pension in the form specified in section 27(2) is entitled, as an alternative, to select a form of pension from one of the following:

- (a) a guaranteed term pension, payable for
  - (i) whichever term, being 10 years or 15 years, is selected by that member, or
  - (ii) his life,whichever is the longer;
- (b) a single life pension, payable only for the life of that member;
- (c) a joint life pension, payable during the joint lives of that member and a person who is that member's dependant within the meaning of the tax rules or his pension partner at pension commencement and whom that member designates as his nominee, and which, after the death of
  - (i) either, continues to be payable to the survivor
    - (A) in the same amount as the amount payable before the death, or
    - (B) in the amount of 2/3 of it,or
  - (ii) one of them, continues to be payable

- (A) if the nominee dies first, to that member in the same amount as the amount payable before the nominee's death, or
- (B) if that member dies first, to the nominee in the amount of 60% of it,

for the survivor's life and that is payable, in the event that the survivor dies within 5 years of pension commencement, for the remainder of the guaranteed term of 5 years from pension commencement in the amount that was payable to the survivor immediately before the survivor's death.

(2) Where an alternative form of pension is selected under subsection (1), the pension is in an amount that is the actuarial equivalent of the pension in the form of a normal pension.

(3) Any reduction of a pension payable in a form specified in subsection (1)(c) on the first death is to be taken as occurring with effect from the beginning of the month following that in which the death occurred.

AR 203/95 Sched.1 s29;101/2002

#### **Early retirement pension**

**30** A member who has terminated, is vested and has attained the age of 55 years without meeting the requirements of section 27(1)(c), is entitled

- (a) to receive a pension in the form and in the amount of a normal pension, but reduced in amount by 2% for each complete year (with a proration for any additional portion of a year) by which pension commencement falls short of the earliest date when the member's future age or his future age and relevant service to pension commencement only would have entitled him, if instead he had terminated at that future date, to a normal pension under section 27(1), or
- (b) to the benefits specified in section 38(1)(b) and, if applicable, section 38(3).

#### **Pension after reaching 71**

**31** A vested member who ceases to be

- (a) an active member or an active member of the Related Plan, or

- (b) entitled to participate in this Plan or the Related Plan to the extent of acquiring substitute service under it

by reason only of reaching the latest pension commencement date is to receive a normal pension.

AR 203/95 Sched.1 s31;253/2000

## **Division 2 Benefits on Death Before Pension Commencement**

### **Application and interpretation of Division**

**32(1)** This Division applies with respect to an active or an inactive member who dies before pension commencement with employee contributions in the Plan.

(2) In this Division,

- (a) “dependent minor child” means, in relation to a deceased member referred to in subsection (1), a child of that deceased who, immediately before that deceased’s death, was a minor who was dependent on the deceased for support;
- (b) “surviving pension partner” means the person (if any) who was the pension partner of a member referred to in subsection (1) immediately before death occurred, and who survived the deceased.

AR 203/95 Sched.1 s32;101/2002

### **Surviving pension partner’s benefits**

**33(1)** Where there is a surviving pension partner, the pension partner is entitled,

- (a) if the deceased died vested and
  - (i) an active member of this Plan or of the Related Plan, or
  - (ii) 60 days or less after terminating from this Plan or the Related Plan, whichever is the later,

to receive the pension that would have been payable if the deceased (immediately before dying in the case of such an active member) had terminated with an immediate entitlement, given by this clause, to a normal pension and had exercised the joint life option specified in section 29(1)(c)(i)(A), with the surviving pension partner as the designated nominee,

- (b) if the deceased died
    - (i) vested,
    - (ii) before having reached his 55th birthday, and
    - (iii) not being a deceased falling within clause (a),  
  
to receive, when the deceased would have attained the age of 55 years, the pension that would have been payable if the deceased had, while alive, elected under section 29 to receive from that time, based on actual relevant service, the joint life option referred to in clause (a), reduced however in the same amount as the reduction provided for in section 30(a),
  - (c) if the deceased died vested, having reached his 55th birthday and not being a deceased falling within clause (a), to receive
    - (i) the pension that would have been payable, based on actual relevant service, if the deceased had died on the latest of the following dates, namely,
      - (A) immediately before his terminating from this Plan or the Related Plan, whichever is later,
      - (B) if his most recent service acquisition was of substitute service or substitute service under the Related Plan, the last date of that service, or
      - (C) his 55th birthday,having elected immediately before his death under section 29 to receive the joint life option, with the reduction, specified in clause (b), and
    - (ii) a lump sum payment, without interest, equal to the total pension payments that would have been made under subclause (i) if the deceased had died at the latest of the events specified in subclause (i)(A), (B) and (C), between that latest date and the date of the actual death,
- and
- (d) if the deceased died before becoming vested,
    - (i) to receive an amount equal to the employee contributions, or
    - (ii) to have that amount transferred from the Plan.

(2) If a pension partner who has a future entitlement to a pension under subsection (1)(b) dies before pension commencement, the person entitled to any benefit on the pension partner's death, if not a dependent minor child, is entitled to receive an amount equal to the employee contributions.

(3) Notwithstanding subsection (1)(c)(i), the guaranteed term of 5 years referred to in section 29(1)(c) is to be taken for the purposes of the pension form under that subclause as commencing not at pension commencement but on the latest of the dates specified in subsection (1)(c)(i)(A), (B) and (C).

AR 203/95 Sched.1 s33;101/2002

#### **Children's benefits where no pension partner**

**34** Where there is no surviving pension partner but the deceased is survived by dependent minor children or where there is a surviving pension partner who dies survived by dependent minor children of the deceased before ever receiving any pension payment, the legal guardian of those children is entitled, on behalf and for the benefit of all those children in equal shares if more than one, to receive

- (a) if the deceased died vested, an amount equal to
  - (i) the employee contributions, and
  - (ii) the employee contributions less the value of those employee contributions that relate to service acquired on an actuarial reserve basis under section 18(1)(c), other than substitute service referred to in sections 18(1)(c)(i) and 19(5) in respect of which the employer-contributor has paid contributions, or the corresponding provisions of the former Act, and service referred to in section 18(1)(c)(ii),

or

- (b) if the deceased died not vested, an amount equal to the employee contributions.

AR 203/95 Sched.1 s34;101/2002

#### **Benefits where no pension partner or children**

**35** Where there is no surviving pension partner and no dependent minor child entitled to a benefit under section 34, the person entitled to receive any benefit on the death is entitled to receive an amount equal to the employee contributions.

AR 203/95 Sched.1 s35;101/2002

**Effect of matrimonial property order**

**36** Notwithstanding anything in this Division, where there is a matrimonial property order filed with the Board with respect to the member referred to in section 32(1) at the date of death, the Board

- (a) shall determine the value of the benefit payable under this Division, including, if applicable, the commuted value of any pension payable under section 33,
- (b) shall apply the order with respect to that value and divide the money accordingly,
- (c) if a benefit is payable under section 33(1)(a), (b) or (c), transfer the respective shares in the benefit to a locked-in retirement account of that member's pension partner or former pension partner, as the case may be, and
- (d) if a benefit is payable under section 33(1)(d), 34 or 35, pay the respective shares in the benefit in cash or transfer them to a registered retirement savings plan.

AR 203/95 Sched.1 s36;101/2002

**Division 3**  
**Benefits on Termination**  
**Before Pension Eligibility**

**Application of Division**

**37** This Division applies with respect to

- (a) an active member who terminates before being entitled to receive a pension,
- (b) a person who terminates within the meaning of section 1(1)(bbb)(ii) before being so entitled, or
- (c) a person who terminated before commencement before being so entitled and remains eligible to receive a benefit but not a pension.

**Termination on vested basis**

**38(1)** Subject to subsection (2), a member referred to in section 37 who is vested may choose

- (a) both
  - (i) to receive or to have transferred from the Plan an amount equal to the employee contributions attributable to service acquired



- (A) before September 1992, and
  - (B) after August 1992 otherwise than on an actuarial reserve basis, under the provisions of the former Act that were equivalent to section 18(1)(c),
- and
- (ii) to have transferred from the Plan to a locked-in retirement account an amount equal to both
    - (A) the greater of the employee contributions and the commuted value both with respect only
      - (I) to service acquired specifically under section 18(1)(c), other than substitute service referred to in sections 18(1)(c)(i) and 19(5) in respect of which the employer-contributor has paid contributions, or the corresponding provisions of the former Act, and service referred to in section 18(1)(c)(ii), and
      - (II) to service acquired after August 1992 but before commencement on an actuarial reserve basis under the provisions of the former Act corresponding to those covered in subparagraph (I),
- and
- (B) the greater of the employee contributions and the commuted value with respect to service acquired after 1992 but not falling within subclause (i)(B) or paragraph (A),
- (b) subject to subsection (3), to have the actuarial present value of his pension transferred from the Plan to a registered pension plan operated by the other party to a reciprocal agreement in the amount required by that other party, not exceeding, however, the amount specified in section 58(2)(b), or
  - (c) to receive a pension in the form of a normal pension and in the amount that is equal to a pension under section 27 or 30, as the case may be, having reached the date when he would have been entitled to receive a pension under that section had he not terminated until immediately before that time, but taking into account only combined pensionable service accumulated at the actual date of termination, and actual highest average earnings.

(2) If the member has not made the choice allowed under subsection (1)(a) or (b) before the date when he becomes eligible for a pension under subsection (1)(c), he has no choice but to take that pension.

(3) Where a sum of money is transferred from the Plan under subsection (1)(b) that is less than the aggregate amount specified in subsection (1)(a), the excess is to be transferred from the Plan or paid to the member, according to his choice.

#### **Termination before vesting**

**39** A member referred to in section 37 who is not vested may choose

- (a) to receive an amount equal to the employee contributions,
- (b) to have the amount specified in clause (a) transferred from the Plan, or
- (c) the benefit specified in section 38(1)(b).

#### **Frequency of payments**

**40** Notwithstanding anything in this Division, a member is not entitled to a benefit under this Division within one year of having been provided with such a benefit.

### **Division 4 Benefits Generally**

#### **Failure to select pension**

**41(1)** A member who is requested in writing by the Board to make a choice of pensions and who does not do so within 60 days after the request is sent is deemed for the purposes of the Plan to have chosen

- (a) a pension in the normal form if the member did not have a pension partner at pension commencement or if he did but a valid statutory declaration referred to in section 28(3)(a) was filed in respect of his pension, or
- (b) if the member had a pension partner then and such a declaration was not filed in respect of his pension, a joint life pension under section 29(1)(c) (excluding section 29(1)(c)(i)) with that pension partner as the designated nominee.

(2) Where an application has been made under section 43(1), subsection (1) does not apply where the member withdraws it

under section 43(2) before the expiration of the 60-day period referred to in subsection (1).

AR 203/95 Sched.1 s41;101/2002

#### **Postponement of pension**

**42(1)** When a member who is entitled to receive a pension under section 27, 30 or 38(1)(c) complies with section 43(1) with respect to that pension, the Board shall determine whether or not there is any postponement in the commencement of the pension.

**(2)** Whether or not the member took any active steps to effectuate a postponement, a pension under section 27, 30 or 38(1)(c) is to be treated as having been postponed when and only when pension commencement did not occur at the earliest date when, given the circumstances described in that section, section 50(1) or (3), as the case may be, and section 43(1), it could have occurred.

**(3)** A pension that was postponed under the former Act and that remained postponed immediately before commencement remains postponed until it ceases to be postponed under these plan rules.

**(4)** Notwithstanding subsections (2) and (3), if a member's pension was postponed and that member subsequently performed substitute service or substitute service under the Related Plan which he acquires without pension commencement having occurred, the pension is thenceforth to be treated for all purposes of the Plan as not having been postponed until the day following the last day of that acquired service.

**(5)** When a pension that was postponed becomes payable, the pensioner is to receive

- (a) a pension in the form of a normal pension and in the amount of a normal pension based, however, only on pensionable service up to the effective date of the postponement, and
- (b) a lump sum payment, without interest, equal to the total pension payments that would have been made during the period of the postponement had the pension not been postponed.

#### **Application for benefits**

**43(1)** Notwithstanding anything in the Plan, a person is not entitled to any benefit or to commence to receive a pension, other than a pension under section 31, until he has made a written application for the benefit to the Board and confirmed the date of the final event (other than that application) giving rise to the benefit.

(2) A person who makes an application referred to in subsection (1) may in writing withdraw it at any time before payment of the benefit has been authorized by the Board.

#### **Exercise of benefit choice**

**44(1)** A member wishing to exercise a choice in relation to a benefit must do so by giving written notice to the Board indicating the choice.

(2) Subject to section 45, a choice made, including a choice deemed by section 41(1)(a) to be made, in relation to a benefit is irrevocable when, and is not irrevocable until, the benefit is paid or commences to be paid.

#### **Change in pension form**

**45** Where a member has made or is deemed by section 41(1)(a) to have made a choice of a form of pension, the Board may allow the member to change the form of that pension, with full retroactive effect where applicable, on written application made to it,

- (a) if that application is received by the Board before the expiration of 30 days after the end of the month in which the first pension payment is made, or
- (b) within 6 months after pension commencement if the Board considers that there exist circumstances in which the member could not be expected reasonably to make an informed and rational decision at the time of the original choice or deemed choice.

#### **Locking in**

**46(1)** Unless the Plan otherwise provides, money held in the Plan on behalf of a member is to continue to be held in the Plan until

- (a) it is paid out in the form of a pension,
- (b) it is transferred from the Plan to a locked-in retirement account pursuant to a provision of this Part allowing such a transfer, or
- (c) it is transferred from the Plan under a reciprocal agreement pursuant to a provision of this Part allowing such a transfer.

(2) Notwithstanding subsection (1), money that would otherwise be required to be transferred to a locked-in retirement account under subsection (1)(b) does not require to be so transferred

- (a) if the commuted value of the portion of the benefit that relates to that money is not more than 20% of the year's maximum pensionable earnings for the calendar year in which the commuted value is calculated, or
- (b) if the portion of the monthly payments of a notional normal pension that relates to that money and that would be payable at or after attainment of the age of 65 years is not more than 1/12 of 4% of the year's maximum pensionable earnings for the calendar year in which the pension is calculated.

AR 203/95 Sched.1 s46;253/2000

#### **LIRA, etc., transfers**

**47(1)** Notwithstanding anything in this Part, where money is to be transferred to a locked-in retirement account, it may be transferred only if the acceptance of the money by the financial institution or entity to which it is transferred will be the subject of a contract within the meaning of, and that is subject to, Part 9 of the *Employment Pension Plans Regulation*.

**(2)** When a transfer has been made in compliance with this section or section 46(1)(c), all the liabilities of the Board and of the Plan with respect to the money become extinguished.

**(3)** Where money has been transferred from the Plan to a locked-in retirement account, the *Employment Pension Plans Act* (SA 2012 cE-8.1) and the regulations under it (and particularly their spousal protection provisions) rather than these plan rules apply as if the transfer had been made under that legislation.

AR 203/95 Sched.1 s47;253/2000;154/2014

#### **Cost-of-living increases**

**48(1)** Notwithstanding anything else in the Plan, if the cost of living has increased in the 12-month period ending on October 31 in the calendar year previous to the current calendar year, all amounts payable as pensions in the current calendar year shall be increased by a cost-of-living increase calculated in accordance with subsections (3) to (7).

**(2)** In addition to increases to pensions, the increases shall also be applied to the notional amount of a pension (in this section referred to as the "notional amount") as if the member were eligible to receive and were receiving a pension during the period

- (a) of postponement under section 42,
- (b) in the case of a pension under section 38(1)(c), between the first day of the month following that in which

termination or, if there was more than 1 termination, the last termination before pension commencement takes place and pension commencement,

- (c) in the case of a person who is not an active member and whose most recent service acquisition was of substitute service, between the last date in that substitute service and pension commencement, and
- (d) in the case of a transfer under section 38(1)(b) or under section 27(1) or 30(b) (as they refer to section 38(1)(b)), between the first date referred to in clause (b) or (c) or, if both of those clauses apply, the later of those two first dates, and the date of the application for the transfer.

**(3)** The amount of a cost-of-living increase under this section shall be determined using a pension index, calculated in accordance with subsection (4).

**(4)** The pension index for each calendar year shall be calculated as

- (a) the quotient obtained by dividing the sum of the consumer price indices for Alberta, as published by Statistics Canada, for each month in the 12-month period ending on October 31 in the previous calendar year by the sum of the corresponding indices for the 12-month period immediately preceding that period, rounded to 3 digits after the decimal point, or
- (b) one, if the quotient so obtained is less than 1.

**(5)** Subject to subsection (6), the basic monthly amount of a pension or notional amount, including any increased or reduced amount payable under section 49, in one calendar year shall be increased, if applicable, annually with effect from January 1 of the following calendar year so that the amount payable, to the nearest cent, for a month in that following calendar year is an amount equal to the product obtained by multiplying the basic amount that would have been payable for that month if no increase had been made under this section by

- (a)  $(1 + .6X)$  for service performed before 1993, and
- (b)  $(1 + .7X)$  for service performed after 1992,

where X is equal to the pension index (calculated in accordance with subsection (4)) minus 1.

**(6)** Where a pension commenced or, in the case of the notional amount, the beginning of the period referred to in subsection (2) occurred in the calendar year immediately preceding the effective

date of a cost-of-living increase, the amount of the increase shall be multiplied by the fraction obtained by dividing the number of complete months in that calendar year during which the pension was paid or that period ran by 12.

(7) For the purposes of section 19(2)(d) of the Act, the basic rate of cost-of-living increases is .6X, with X defined as in subsection (5).

#### **Co-ordination of certain pensions with C.P.P.**

**49(1)** Where a member is to commence to receive a pension under section 27, 30 or 38(1)(c) before attaining the age of 64 years, he may choose to increase the pension by an amount equal to the actuarial equivalent of the estimated Canada Pension Plan retirement pension based on pensionable service.

(1.1) If and when the pensioner reaches the end of the month in which that person attains the age of 65 years, the increased pension, including the amount referred to in subsection (1), shall be reduced, with effect from the following day, by the amount of the previously estimated Canada Pension Plan retirement pension.

(2) If the pensioner dies before attaining the age of 65 years and the pension remains payable to another person, payment of the amount of the actuarial equivalent of the previously estimated Canada Pension Plan retirement pension ceases with effect as at the end of the month in which the death occurred, but the reduction referred to in subsection (1) is not to occur.

(3) If the pensioner dies after attaining the age of 65 years and the pension remains payable to another person, payment of the amount equal to the actuarial equivalent of the previously estimated Canada Pension Plan retirement pension ceases and the reduction of the pension provided for in subsection (1) from the age of 65 years ceases with effect as at the end of the month in which the death occurred.

AR 203/95 Sched.1 s49;137/97

## **Division 5 Miscellaneous**

#### **Pension commencement**

**50(1)** Where a member becomes entitled to receive a pension under section 27 or 30 and commencement of that pension is not postponed, the effective date of the commencement of the pension is the first day of the month following that in which he becomes so entitled.

(2) Where a member becomes entitled to receive a pension under section 31, the effective date of the commencement of the pension is the first day of the month of his latest pension commencement date.

(3) Where a member becomes entitled to receive a pension under section 38(1)(c) and commencement of that pension is not postponed, the effective date of the commencement of the pension is the first day of the month following that in which he reached the date referred to in section 38(1)(c).

(4) Where commencement of a pension was postponed, the effective date of the commencement of the pension is the first day of the month following that in which the later of

(a) the date indicated in the pension application under section 43(1), and

(b) the day of receipt of that application by the Board

takes place.

(5) The effective date of the commencement of a pension under section 33(1)(a) or (c)(i) is the first day of the month following that in which the deceased died.

(6) The effective date of the commencement of a pension under section 33(1)(b) is the first day of the month following that in which the deceased would have reached his 55th birthday.

(7) Notwithstanding anything else in the Plan, a pension does not begin until the time established by this section for its effective date.

(8) A pension is effective from the beginning of the effective date specified in this section.

AR 203/95 Sched.1 s50;253/2000

#### **Commencement of guaranteed term of years**

**51(1)** Subject to section 33(3), where a pension that is not postponed has a guaranteed term, the guaranteed term is to be taken as commencing at pension commencement.

(2) In the case of a postponed pension, the guaranteed term is to be taken as commencing on the first day of the month following that in which the period of the postponement began.

#### **Pension payment provisions**

**52(1)** Where a pensioner dies, the pension is payable for the full month in which the death occurred.



(2) Subject to subsection (4), the Board shall pay a pension on a monthly basis in arrears on or before the Board's last business day of each month in an amount equal to 1/12 of the annual amount of the pension.

(3) The Board may require that pension payments be made by way of electronic funds transfers to the accounts of the persons entitled with financial institutions, and the Board may require those persons to provide it with sufficient information about those accounts to enable it to make the funds transfers.

(4) If a person does not comply with a request under subsection (3), the Board may instead pay the pension in the form of an annual payment in arrears without interest.

#### **Interest allowances**

**53** Interest is to be credited with respect to the employee contributions standing to the credit of an individual member, and the total employee contributions made by a member are to be ascertained on an ongoing and on a final basis and commuted value on a final basis, in accordance with Subschedule 2.

#### **Beneficiaries**

**54(1)** Where a member designates a person to receive a benefit payable on his death, whether beneficially or in a representative capacity, or revokes a designation so made, the designation or revocation may be filed with the Board.

(2) Where a member designates his estate as being entitled to receive a benefit payable on his death, or makes a designation using words indicative of his estate or of the representative capacity of his personal representative, he shall be deemed to have designated the personal representative of his estate in his representative capacity.

(3) Where

- (a) at the date of the death of a member on whose death a benefit is payable, there is no valid designation by him filed with the Board, or
- (b) after the death but before any payment is made under this subsection, there is filed with the Board a valid revocation by him of a designation filed with the Board

and no valid designation is filed with the Board before any such payment is made, the Board is entitled to pay and the personal representative of the deceased's estate is entitled to receive any benefit payable on the deceased's death.

(4) The right of any person under this section to a benefit is subject to any rights given by Division 1 or 2 of this Part to any other person.

#### **Pension commutation after death**

**55(1)** Where a pensioner in receipt of a guaranteed term pension dies before the expiry of the guaranteed term and the person entitled to the remainder of the pension payments requests the Board in writing that those payments be converted to a lump sum payment, the person so entitled shall instead be paid the present value of the remaining pension payments.

(2) Where a person is to be paid the present value under this section and there are pension payments outstanding after the date of death and before the payment of the present value, the outstanding payments are to be made first and the remaining payments are to be converted to a lump sum.

#### **Pension off-set on re-employment**

**56(1)** Notwithstanding anything in this Part but subject to subsection (2), where

- (a) a pensioner is engaged to work other than on a substitute service basis for an employer or an employer under the Related Plan, and
- (b) the resulting service, calculated under section 20 of this Plan or of the Related Plan, as the case may be, as if the pensioner were a contributing active member and the service were pensionable service, aggregates more than 6/10 of a year within any one fiscal year,

the pension payable for the month in which that 6/10 limit is reached in that fiscal year is to be reduced dollar for dollar (without creating any negative balance) by the amount of all that month's pensionable salary paid for service performed after that 6/10 limit is reached, and the pension payable for each subsequent month in that fiscal year is to be similarly reduced by that month's pensionable salary paid.

(2) Where the pensioner has a contract described in section 1(1)(p)(i)(A), (B), (C) or (F) which ceases and his pensionable salary paid for the month in which it ceases exceeds the monthly rate of salary, that excess is to be applied against the immediately succeeding month's or months' pension in the same fiscal year (but not afterwards) at exactly the rate of the monthly rate of salary per month.

AR 203/95 Sched.1 s56;159/2011

**Continuation of existing pension rights**

**57(1)** Subject to this section, a member who was in receipt of or entitled to a benefit under the former Act immediately before commencement continues, subject to these plan rules, to be entitled to that benefit and in the same form and subject to the same conditions that then applied, and the same survivorship rights, if any, that applied then continue to apply thereafter.

**(2)** With respect to a member who immediately before commencement was in receipt of a disability allowance under the former Act,

- (a) he continues to be entitled to receive that allowance subject to clause (c),
- (b) he is not eligible for any other benefit while in receipt of the allowance,
- (c) the allowance continues to be subject to elimination or reduction on the same basis as if the applicable provisions of the former Act then in force were still in effect and cost-of-living increases under section 48, and
- (d) he is not entitled to stop payment of the disability allowance at his own instance.

**(3)** A person is not entitled to any benefit or other right provided for by or under the former Act except so far as the benefit or right is provided for by or under the Plan.

## **Part 6 Miscellaneous**

**Reciprocal agreements**

**58(1)** The Board may enter into a reciprocal or any other agreement with any other authority administering a pension plan, for the purposes of enabling the transfer of the actuarial present value of pensions between the Plan and any such plan.

**(2)** A reciprocal agreement entered into, made or (except in the case of the reciprocal agreement executed by the Board on July 24, 1974) amended after commencement must

- (a) be consistent with the Plan,
- (b) provide for the actuarial present value of pensions to be transferred from the Plan in an amount that is not greater than that resulting from the application of the actuarial reserve basis, and

- (c) provide for service that is eligible to be recognized as pensionable service under the Plan to be transferred in and recognized by the Board only on an actuarial reserve basis.

(3) The relevant date for the ascertainment of actuarial reserve for the purposes of subsection (2) is the date of its calculation by the Board.

AR 203/95 Sched.1 s58;120/96

#### **Evidence requirement**

**59** A person who is claiming to be entitled to receive a benefit under or to transfer a benefit to or from the Plan, to continue to receive a pension or to acquire any service under section 18 or 24 has the onus of proving to the satisfaction of the Board that he is so entitled, and the Board may require the claimant to provide such evidence, including evidence by way of affidavit, declaration or certificate, as the Board requires to have the claim established.

#### **Calculation of service, etc.**

**60** Where service of any kind, or age, or a combination of any such service with age, requires to be computed for any purpose under the Plan, the service or age or service and age are to be computed in complete years with the proportion of any remaining year being rounded to 4 decimal places.

#### **Advance against pension**

**61(1)** Where there is a delay by the Board in processing a pension beyond 30 days from pension commencement, the Board may advance money from the Pension Fund to the pensioner against the pension.

(2) Notwithstanding section 64(1), where an advance is made under subsection (1), no interest is payable by the Board or by the pensioner in respect of it.

(3) Advances under subsection (1) are pension payments for the purposes of the Plan.

#### **Prohibition against assignment, etc.**

**62(1)** A person may not assign, charge, anticipate, give as security or surrender his interest in a benefit or any of his rights under the Plan.

(2) For the purposes of subsection (1),

- (a) "assignment" does not include an assignment under a matrimonial property order or by the personal representative of a deceased on the distribution of the deceased's estate, and
- (b) "surrender" does not include a reduction in benefits to avoid the revocation of the Plan's registration.

**Recovery of money due**

**63(1)** Any overpayment of benefit paid or underpayment of contribution payable is recoverable by the Board, with interest, as a debt due to the Plan.

**(2)** Interest under subsection (1) is payable on a daily basis at a rate per year equal to

- (a) in respect of any period after commencement, the prime interest rate of the financial institution primarily used by the Board and prevailing on that institution's first business day of each quarter of a fiscal year plus 2%, compounded monthly, and
- (b) in respect of any period before commencement, the book rate of return, compounded annually, earned by the Teachers' Retirement Fund for the fiscal year or years in which the period occurred.

**(3)** Notwithstanding subsection (1), interest is not payable where an underpayment of contributions resulted from a retroactive change in salary.

**Payment of money due**

**64(1)** If the Board underpays a benefit, including any pension payment, it shall pay interest on the amount of the underpayment.

**(2)** If the Board finds that a person paid a contribution that was not, or that ultimately transpires not to be, payable, or that was in excess of what was payable, the Board shall repay the contribution or the excess, as the case may be, with interest.

**(3)** The Board shall return any contribution, with interest, to the person who made it where returning it is necessary to ensure compliance with the tax rules or where required by the Plan.

**(4)** Interest under this section is payable on a daily basis at a rate per year equal to

- (a) in respect of any period after commencement, the prime interest rate of the financial institution primarily used by

the Board and prevailing on that institution's first business day of each quarter of a fiscal year, compounded monthly, and

- (b) in respect of any period before commencement, the book rate of return, compounded annually, earned by the Teachers' Retirement Fund for the fiscal year or years in which the period occurred.

(5) Notwithstanding subsection (2), interest is not payable by the Board where an excess contribution referred to in that subsection resulted from a retroactive change in salary.

(6) If there is any conflict between this section and Subschedule 2, Subschedule 2 prevails.

#### **Exceptions to sections 63 and 64**

**65(1)** Notwithstanding anything in section 63 or 64, interest is only payable under a provision of that section with respect to a payment if

- (a) either
  - (i) that payment, or
  - (ii) in the case of monthly pension payments to a pensioner, any one of the payments in a series of consecutive monthly pension payments each of which is overdue,  
  
is overdue by a period exceeding 60 days,
- (b) the amount of the interest payable is at least \$20, and
- (c) in the case of payment to a member, the payment is not a refund of contributions resulting from the application of section 18(4), 19(6) or 22(3) or (4).

(2) If interest is payable after having regard to subsection (1), then, notwithstanding subsection (1)(a), the interest is payable from the date the payment, or, in the case of a pension, each pension payment, became due.

(3) This section does not apply with respect to the payment or remittance of contributions under section 15.

**Retentions for debt**

**66(1)** The Board may withhold from any benefit payable a sum sufficient to meet any amount by which the member entitled to the benefit is indebted to the Plan.

**(2)** The Board shall apply any money withheld under this section in satisfaction of the debt to the Plan.

## **Part 7**

### **Transitional Provisions**

**Disabled status**

**67** A person who, immediately before commencement, was treated by the Board as disabled under the former Act becomes a disabled member for the purposes of the Plan and continues to be so until the Board declares otherwise.

**Contribution arrangements under former Act**

**68(1)** Notwithstanding anything in the Plan, a member who immediately before commencement was participating in the Plan under the former Act and had previously made arrangements with the Board for payment, with respect to any service, that had not been completed immediately before commencement is to continue to make payments under those arrangements under the same terms and conditions, including the rate of interest, until payment is made in full.

**(2)** Where a member complied with the arrangements referred to in subsection (1) except that he did not pay the whole of the required amount, the Board shall take the service for which he has paid into account as pensionable service.

**(3)** If a member to whom subsection (1) applies ceases to make the required payments under the arrangements referred to in that subsection, subsection (2) applies and, on the crediting of service under subsection (2), the member is thereafter entitled to acquire the remainder of the service not credited only pursuant to section 18(1)(c).

**Pension on termination after age 65**

**69** Notwithstanding anything in the Plan, a member who terminates, vested, after having continued to be an active member on attaining the age of 65 years before 1992, becomes entitled to receive

- (a) with respect to acquired service performed before 1992, a pension in the form of a normal pension and in an amount

that is the actuarial equivalent of the normal pension that would have been payable to him at the age of 65 years if he had terminated then, with cost-of-living adjustments calculated under the former Act and these plan rules respecting the period between his attaining the age of 65 years and pension commencement, and

- (b) with respect to acquired service performed after 1991, a pension under section 27.

#### **Spousal protection**

**70(1)** Section 28(3)(a) is to be read as if “or a valid statutory declaration by that person submitted under the former Act before its repeal” were added after “Subschedule 1”.

- (2)** Without affecting the application of section 28(4), subsection (1) ceases to have any force 90 days after commencement.

#### **Cost-of-living increases**

**71** Section 48 applies initially with effect from September 1, 1995 as it relates to increases in the cost of living between November 1, 1993 and October 31, 1994, and using the pension index and calculations used for the 1995 current year under the former Act.

#### **Interest on refunded contributions**

**72** Notwithstanding section 65(1)(c), where section 18(4) is applied or if it would have been applied had it been a provision of the former Act, then, if the contributions being refunded to a member as a result have been in the Pension Fund for 180 days or more, interest is to be paid on them as if the contributions were ARP (identification of fiscal year) within the meaning of section 1(b) of Subschedule 2 and interest is to be paid on them in accordance with sections 5 and 6 of that Subschedule.

**73** Repealed AR 203/95 s73(7).

**74** Repealed AR 203/95 s74(7).

**75** Repealed AR 137/97 s5 - repealed at the end of August 1998.



**Subschedule 1 to Schedule 1****Form  
(Section 28(3)(a) of Schedule 1)****Pension Waiver of Pension Partner  
at Pension Commencement**

## STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF A PENSION
FOR PROVINCE	)	PARTNER WAIVER OF
OF ALBERTA	)	BENEFITS UNDER THE
TO WIT	)	TEACHERS' PENSION PLAN

**NOTE:** If this declaration is signed before pension commencement, it has no effect until then. It should reflect circumstances at pension commencement. Therefore, if stated circumstances change between now and pension commencement, you should notify the Board. The form is dealing with the situation as at pension commencement, despite the fact that the declaration may be signed before or after pension commencement. It may not be signed more than 90 days before pension commencement in any case. You should consult the Board if in any doubt about the date when "pension commencement" occurs.

I, \_\_\_\_\_ (Full Name of "pension partner"), of the  
(Municipal Status) of (Municipality) in (Province/Territory/State/  
and Country (if other than Canada)) solemnly declare as follows:

1. As of (Date of Pension Commencement) I am the "pension partner" (as described below) of (Name of Prospective Pensioner) ("the pensioner"), a terminating member of the Teachers' Pension Plan ("the Plan").
2. Being the pensioner's "pension partner" means that as of pension commencement I
  - (a) am married to the pensioner and have not been living separate and apart from the pensioner for 3 or more consecutive years, or
  - (b) have lived with the pensioner in a conjugal relationship for the 3-year period immediately preceding pension commencement and was, during that period, held out by the pensioner in the

community in which we lived as being in a conjugal relationship with the pensioner.

3. I understand that if in fact I am the pensioner's pension partner at pension commencement, the Plan requires that the pensioner take a form of pension which, after the death of either of us, will continue to be paid to the survivor for life in an amount that is at least 60% of the amount that would have been payable to the pensioner had we both continued to live.
4. I also understand that if I sign this waiver form and it is filed with the Board I will have given up my rights to the survivor benefit described above. I further understand that signing this waiver means that the pensioner may choose a pension that provides me with a lower survivor pension benefit than described above or no survivor pension benefit at all.
5. Understanding everything described above, I nevertheless waive my rights.
6. I have read this form and understand it.
7. The facts stated were true as at pension commencement (if that time has passed) or will truly reflect circumstances at pension commencement to the best of my knowledge and belief (if that time has not yet arrived).
8. I have reviewed information on all the pension options available to the pensioner, including those that would give me a survivor pension.
9. I am signing this form of my own free will and not under any form of pressure.
10. The pensioner is not present while I am signing this form.

To waive my rights described above, I sign this waiver form.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me \_\_\_\_\_ )  
at the \_\_\_\_\_ of \_\_\_\_\_ )  
in \_\_\_\_\_ this \_\_\_\_\_ )  
day of \_\_\_\_\_, 20\_\_\_\_ )

(Signature of  
pension partner)

\_\_\_\_\_  
A Commissioner for Oaths in  
and for the Province/Territory

of \_\_\_\_\_

AR 203/95 Sched.1 subsch.1;101/2002

**Subschedule 2 to Schedule 1  
(Section 53 of Schedule 1)****Interest Allowances and Employee  
Contributions and Commuted Value  
Determinations****Definitions****1** In this Subschedule,

- (a) “applicable fiscal year” or “afy” means the fiscal year as at the end of which section 4 was last applied;
- (b) ARP (identification of fiscal year) = employee contributions paid or transferred into the Plan during that fiscal year to acquire prior service at actuarial reserve, including employee contributions within the meaning of section 1(1)(q)(iv) of this Schedule so transferred under a new reciprocal agreement;
- (c) ECB (identification of fiscal year) = the final amount, as at the end of that fiscal year, resulting from the calculation under section 4 for that fiscal year;
- (d) EeC (identification of fiscal year) = the aggregate of the current service contributions and contributions under section 11 of this Schedule in respect of that fiscal year;
- (e), (f) repealed AR 203/95 s3;
- (g) I (identification of fiscal year) = the interest rate applicable for that fiscal year, that is, the interest rate that is equal to the average yield of 5-year personal fixed term chartered bank deposit rates, published in the Bank of Canada Review as CANSIM Series V 122515, over the one-year period ending on June 30 in the calendar year in which that fiscal year ends, rounded down to the next full one-tenth of 1%;
- (h) “preceding fiscal year” or “afy-1” means the fiscal year preceding the applicable fiscal year (afy);
- (i) “this Schedule” does not include this Subschedule.

AR 203/95 Sched.1 subsch.2 s1;203/95;120/96;216/2009

**2, 3** Repealed AR 203/95 s3.

**Interest with effect as at end of subsequent fiscal years**

**4(1)** With effect as at the end of each fiscal year (in this section called the “applicable fiscal year” or “afy”) commencing 1995/96, the Board shall ascertain ECB(afy) by

- (a) applying interest to EeC(afy-1) at the rate of I(afy-1) x 0.45833 and adding EeC(afy-1),
- (b) adding the amount calculated under clause (a) to ECB(afy-1),
- (c) applying interest to the sum calculated under clause (b) at the rate of I(afy) over the period of the applicable fiscal year, and adding that interest to that sum,
- (d) applying interest to ARP(afy) calculated under section 5 at the rate of I(afy) and adding ARP(afy), and
- (e) aggregating the amounts resulting from the calculations under clauses (c) and (d).

**(2)** This section does not apply with respect to a member on whose behalf or to whom a death or termination benefit was paid or transferred within the applicable fiscal year under Division 2 or 3 of Part 5 of this Regulation.

**(3)** Repealed AR 203/95 s3.

AR 203/95 Sched.1 subsch.2 s4;203/95

**Interest on actuarial acquisition contributions**

**5** The Board shall credit interest on ARP(relevant fiscal year) on the basis of the following formula:

$$\text{ARP(relevant fiscal year)} \times \text{I(relevant fiscal year (as applicable))} \times \frac{\text{no. of complete months ARP (relevant fiscal year) contributions were in the Pension Fund}}{12}$$

AR 203/95 Sched.1 subsch.2 s5;203/95

**Interest credit on death or termination**

**6(1)** In this section and in sections 7 to 9,

- (a) “calculation” means the calculation under this section and, if applicable, includes any recalculation under section 8;
- (b) “calculation date” means the end of the month preceding the month in which a calculation is done;

- (c) "afy+1" = the fiscal year following the applicable fiscal year(afy);
- (d) "A" = the number of complete months between the end of the applicable fiscal year and the calculation date.

(2) Where a payment or transfer of any employee contributions is to be made from the Plan under section 33(1)(d) or (2), 34, 35, 36(d), 38(1)(a) or 39 of this Schedule, the Board shall add interest to those employee contributions already credited in accordance with this section.

(3) With effect as at the calculation date, the Board shall

- (a) apply interest to  $EeC(afy)$  at the rate of  $I(afy) \times 0.45833$  and add  $EeC(afy)$ ,
- (b) add the amount calculated under clause (a) to  $ECB(afy)$ ,
- (c) apply interest to the sum calculated under clause (b) at the rate of  $I(afy) \times A/12$  and add that interest to that sum,
- (d) apply interest to  $EeC(afy + 1)$  at the rate of  $I(afy) \times 0.5 \times (A-1)/12$  and add  $EeC(afy+1)$ ,
- (e) apply interest to  $ARP(afy+1)$  calculated under section 5 at the rate of  $I(afy)$  and add  $ARP(afy+1)$ , and
- (f) add the aggregate amounts resulting from the computations under clauses (c), (d) and (e),

the resulting amount being the amount of the employee contributions to be paid or transferred.

#### **Payment of refunds or transfers**

7 The Board shall pay or transfer the employee contributions before the end of the month following that in which the calculation is done.

#### **Payments or transfers not received**

8 If the Board fails to comply with section 7 or the amount paid or transferred is not received within 15 days of being sent, then, with effect as at a recalculation date, the Board shall recalculate the amount to be paid or transferred, with interest being added up to the recalculation date, on the basis that would have been applicable if that recalculation had been the first and only calculation prepared under section 6.

**Commuted value**

**9(1)** This section applies where the Plan requires the payment or transfer from the Plan of the commuted value of a member's benefits.

**(2)** If the commuted value payment or transfer is not received within 15 days of its being sent, the Board shall enhance the amount to be paid or transferred in accordance with subsection (3) or (4).

**(3)** If the period between the date the former calculation was done and the date the recalculation is done does not exceed 120 days, the Board shall adjust the original commuted value by adding a further amount of interest, based on the period of completed months between the end of the month preceding that in which the payment or transfer was originally made and the end of the month preceding the month in which the updated commuted value amount will be paid, at the rate that is equal to the CANSIM Series B14013 rate, as published in the Bank of Canada Review, that was used in determining the original commuted value.

**(4)** If the period referred to in subsection (3) does exceed 120 days, the Board shall recompute the commuted value as if never originally done.

**Schedule 2****Private School Teachers' Pension Plan****Interpretation generally**

**1(1)** In these plan rules,

- (a) repealed AR 216/2009 s8;
  - (b) "employee" means a person
    - (i) who is employed by an employer and holds a certificate of qualification as a teacher issued under the *School Act*, the holding of such a certificate being a condition of that person's employment with the employer and being a normal vocational requirement in Alberta for work of the general class or category into which that employment falls, or
    - (ii) to whom section 3 applies,
- but does not include a substitute teacher;

- (c) “employee contributions” means employee contributions within the meaning of section 1(1)(q), except section 1(1)(q)(iii), of the Related Plan;
- (d) “employer” or “employer-contributor” means, subject to section 3.1, a private school that is a participating employer by virtue of section 7.1 or a body that occupies a former employer relationship in relation to a person who was a plan employee or a substitute teacher;
- (e) “Plan” means the Private School Plan partly contained in this Schedule;
- (f) “private school” means
  - (i) a school that is both registered and accredited under section 28 of the *School Act*, or
  - (ii) a person or organization, other than an employer under the Related Plan, that qualifies for a grant under the *Education Grants Regulation* (AR 120/2008) in respect of early childhood services programs provided by that person or organization;
- (g) “Related Plan” means the Principal Plan and, in the context of a specific provision, means Schedule 1;
- (h) “salary” means salary within the meaning of section 1(1)(vv) of the Related Plan except that in subclause (i) of that clause preceding paragraph (A) the reference to “a contract that is in accordance with the *School Act*” is to be treated as reading as “a contract that is similar to a contract that, in relation to members of the Related Plan, is in accordance with the *School Act*”;
- (i) “substitute teacher” means an employed person described in section 8.

**(2)** Section 1 of the Related Plan applies with respect to the Plan except where an expression defined in subsection (1) of that section is defined in subsection (1) of this section and except where the context otherwise requires.

AR 203/95 Sched.2 s1;251/2001;172/2002;216/2009

#### **Interpretation - Related Plan**

**2(1)** Where a provision of this Schedule, including a provision of the Related Plan incorporated by reference to be part of this Schedule, makes reference to the Related Plan and the context of that provision calls for a matter to be determined by reference to the Related Plan, then, expressions used in that provision, to the

extent that they fall to be construed under the Related Plan, are to be interpreted in accordance with the definitions and other interpretation provisions of the Related Plan rather than those of this Plan.

(2) Where a reference is made in, or on the construction of a provision of the Related Plan incorporated by reference to be part of, this Schedule to a specific enactment in this Schedule and the section of this Schedule relating to that specific enactment incorporates by reference the whole of the corresponding section of the Related Plan or a part of it that includes the enactment in the Related Plan corresponding to that specific enactment reference, the reference is to be treated as being to the corresponding specifically referenced enactment in the Related Plan as it is incorporated by that section of this Schedule.

(3) Where a provision of this Schedule incorporates by reference a provision of the Related Plan in which there occurs another reference to an enactment in the Related Plan that is incorporated by reference by this Schedule, that other reference to the Related Plan enactment is to be treated, for the purposes of this Schedule, as being a reference to the same enactment in the Related Plan, as it is incorporated by the relevant provision of this Schedule.

#### **Interpretation - employee**

3 Section 3 of the Related Plan applies with respect to the Plan.

#### **Interpretation - employer**

3.1 Grant MacEwan College is an employer and an employer-contributor in relation to persons who participate as active members by virtue of section 7(c) and (d).

AR 172/2002 s5

## **Part 1 Administration**

#### **Administration of Plan**

4 Section 4 of the Related Plan applies with respect to the Plan.

#### **Fiscal year of Plan**

5 Section 5 of the Related Plan applies with respect to the Plan.

#### **Forms**

6 Section 6 of the Related Plan applies with respect to the Plan.



## Part 2 Participation

### Active membership participation

**7** Subject to section 9, a person is to participate in the Plan as an active member

- (a) if the person is a plan employee,
- (b) while the person is a disabled member,
- (c) if the person
  - (i) was a plan employee employed by Alberta College or a disabled member with respect to employment with Alberta College immediately before the commencement of this clause, and
  - (ii) continued from that time, without interruption, to be a plan employee (taking account of section 3.1) employed by Grant MacEwan College or to be a disabled member with respect to the original employment referred to in subclause (i), as the case may be,

while the person remains such a plan employee in the employment of Grant MacEwan College or such a disabled member with respect to Grant MacEwan College, as the case may be,

- (d) was a plan employee described in clause (c) who, after the commencement of clause (c), became a disabled member with respect to employment with Grant MacEwan College at some time during the continued application of clause (c), or
- (e) was a disabled member described in clause (c) who, after the commencement of clause (c), became a plan employee employed by Grant MacEwan College at some time during the continued application of clause (c), while the person remains such a plan employee in that employment.

AR 203/95 Sched.2 s7;172/2002

### Employer participation

**7.1(1)** A private school that is not a participating employer by virtue of this section is entitled to join the Plan as a participating employer by making a valid application in writing to the Board to permit its plan employees and substitute teachers to participate in the Plan.

(2) The applicant school must provide to the Board any information required in respect of its affairs and operations.

(3) The plan employees of a private school that has made a valid application for participation as an employer under subsection (1) become active members with effect from the beginning of the fiscal year following that in which the application is made provided that the applicant school has given at least one month's notice prior to that time and, if not, from the beginning of the next following fiscal year.

(4) Private schools that were employers under the former Act immediately before commencement continue, subject to subsection (5), to be participating employers under the Plan.

(5) A private school is entitled, on giving notice in writing to the Board, to withdraw its participation as an employer and the withdrawal takes effect as at the end of the fiscal year in which the notice is given provided that the school gave at least 2 weeks' notice prior to that time and, if not, from the end of the next following fiscal year.

AR 203/95 Sched.2 s7.1;216/2009

#### **Participation through substitute service**

**8** A person who is employed by an employer to teach in a private school

- (a) on a day to day basis, or
- (b) to occupy a vacancy that is expected to be less than 20 consecutive teaching days in duration

is entitled to participate in the Plan to the extent of acquiring substitute service.

#### **Exceptions to participation**

**9** Section 9 of the Related Plan applies with respect to the Plan.

## **Part 3 Funding**

#### **Current service contributions**

**10** Section 10 of the Related Plan applies with respect to the Plan except that the contribution rate

- (a) in subsection (2)(a) is 7.63%, not 6.87%, and

(b) in subsection (2)(b) is 11.52%, not 11.47%.

AR 203/95 Sched.2 s10;120/96;84/98;113/99;235/2000;105/2001;  
116/2003;266/2004;313/2006;101/2009;65/2010;126/2011;58/2013;90/2016

#### **Members' contributions for post-August 1992 liabilities**

**11** Whenever a contributing active member makes current service contributions, that member shall also make contributions for unfunded liabilities attributable to pensionable service after August 31, 1992, under section 16(6) of the Act, at the rate of 1.46% of the pensionable salary paid.

AR 203/95 Sched.2 s11;313/2006;101/2009;65/2010;126/2011;  
58/2013;90/2016

**12** Repealed AR 101/2009 s9.

#### **Employer-contributors' contributions**

**13** Whenever current service contributions are made, the contributing active member's employer-contributor shall make contributions at the rate

(a) for current service under section 16(5) of the Act, of 8.87%, and

(b) for unfunded liabilities referred to in section 11, of 1.36%,

of the member's pensionable salary paid.

AR 203/95 Sched.2 s13;120/96;84/98;113/99;235/2000;105/2001;  
116/2003;266/2004;313/2006;101/2009;65/2010;126/2011;58/2013;90/2016

#### **Employers' liability to remit**

**14** Section 14 of the Related Plan applies with respect to the Plan.

AR 203/95 Sched. 2 s14;216/2009

#### **Interest on unremitted contributions**

**15** Section 15 of the Related Plan applies with respect to the Plan.

#### **Exclusive funding by members**

**16** Section 16 of the Related Plan applies with respect to the Plan.

#### **Contributions giving no pensionable service**

**17** Section 17 of the Related Plan applies with respect to the Plan.

## **Part 4 Pensionable Service**

### **Rules for computing pensionable service**

**18(1)** Section 18 of the Related Plan applies with respect to the Plan.

**(2)** Notwithstanding subsection (1), prior service performed after 1991 with an employer may not be acquired unless

- (a) the employer had a pension plan in place during the period of that service, and
- (b) the employee is no longer participating actively in that pension plan.

### **Substitute service**

**19** Section 19 of the Related Plan applies with respect to the Plan, except that subsection (5) does not apply.

### **Calculation of current service**

**20** Section 20 of the Related Plan applies with respect to the Plan.

### **Requirement to apply and observe conditions**

**21** Section 21 of the Related Plan applies with respect to the Plan.

### **Prior service contributions**

**22** Section 22 of the Related Plan applies with respect to the Plan.

### **Status of reciprocal service**

**23** Section 23 of the Related Plan applies with respect to the Plan.

### **Reacquisition for simultaneous transfer**

**24** Section 24 of the Related Plan applies with respect to the Plan.

## **Part 5 Benefits**

### **Interpretation**

**25** Section 25 of the Related Plan applies with respect to the Plan.

## **Division 1 Retirement Benefits**

### **Tax rule limitation on benefits**

**26** Section 26 of the Related Plan applies with respect to the Plan.

### **Normal pension based on age or age and service**

**27** Section 27 of the Related Plan applies with respect to the Plan.

### **Spousal protection**

**28** Section 28 of the Related Plan applies with respect to the Plan.

### **Alternative forms of pension**

**29** Section 29 of the Related Plan applies with respect to the Plan.

### **Early retirement pension**

**30** Section 30 of the Related Plan applies with respect to the Plan.

### **Pension after reaching 71**

**31** Section 31 of the Related Plan applies with respect to the Plan.

## **Division 2 Benefits on Death Before Pension Commencement**

### **Application and interpretation of Division**

**32** Section 32 of the Related Plan applies with respect to the Plan.

### **Surviving spouse's benefits**

**33** Section 33 of the Related Plan applies with respect to the Plan.

### **Children's benefits where no spouse**

**34** Section 34 of the Related Plan applies with respect to the Plan.

### **Benefits where no spouse or children**

**35** Section 35 of the Related Plan applies with respect to the Plan.

### **Effect of matrimonial property order**

**36** Section 36 of the Related Plan applies with respect to the Plan.

### **Division 3 Benefits on Termination Before Pension Eligibility**

#### **Application of Division**

**37** Section 37 of the Related Plan applies with respect to the Plan.

#### **Termination on vested basis**

**38** Section 38 of the Related Plan applies with respect to the Plan.

#### **Termination before vesting**

**39** Section 39 of the Related Plan applies with respect to the Plan.

#### **Frequency of payments**

**40** Section 40 of the Related Plan applies with respect to the Plan.

### **Division 4 Benefits Generally**

#### **Failure to select pension**

**41** Section 41 of the Related Plan applies with respect to the Plan.

#### **Postponement of pension**

**42** Section 42 of the Related Plan applies with respect to the Plan.

#### **Application for benefits**

**43** Section 43 of the Related Plan applies with respect to the Plan.

#### **Exercise of benefit choice**

**44** Section 44 of the Related Plan applies with respect to the Plan.

#### **Change in pension form**

**45** Section 45 of the Related Plan applies with respect to the Plan.

#### **Locking in**

**46** Section 46 of the Related Plan applies with respect to the Plan.

#### **LIRA, etc., transfers**

**47** Section 47 of the Related Plan applies with respect to the Plan.

**Cost-of-living increases**

**48** Section 48 of the Related Plan applies with respect to the Plan.

**Co-ordination of certain pensions with C.P.P.**

**49** Section 49 of the Related Plan applies with respect to the Plan.

**Division 5  
Miscellaneous****Pension commencement**

**50** Section 50 of the Related Plan applies with respect to the Plan.

**Commencement of guaranteed term of years**

**51** Section 51 of the Related Plan applies with respect to the Plan.

**Pension payment provisions**

**52** Section 52 of the Related Plan applies with respect to the Plan.

**Interest allowances**

**53** Section 53 of the Related Plan applies with respect to the Plan.

**Beneficiaries**

**54** Section 54 of the Related Plan applies with respect to the Plan.

**Pension commutation after death**

**55** Section 55 of the Related Plan applies with respect to the Plan.

**Pension off-set on re-employment**

**56** Section 56 of the Related Plan applies with respect to the Plan.

**Continuation of existing pension rights**

**57** Section 57 of the Related Plan applies with respect to the Plan.

**Part 6  
Miscellaneous****Reciprocal agreements**

**58** Section 58 of the Related Plan applies with respect to the Plan.

**Evidence requirement**

**59** Section 59 of the Related Plan applies with respect to the Plan.

**Calculation of service, etc.**

**60** Section 60 of the Related Plan applies with respect to the Plan.

**Advance against pension**

**61** Section 61 of the Related Plan applies with respect to the Plan.

**Prohibition against assignment, etc.**

**62** Section 62 of the Related Plan applies with respect to the Plan.

**Recovery of money due**

**63** Section 63 of the Related Plan applies with respect to the Plan.

**Payment of money due**

**64** Section 64 of the Related Plan applies with respect to the Plan.

**Exceptions to sections 63 and 64**

**65** Section 65 of the Related Plan applies with respect to the Plan.

**Retentions for debt**

**66** Section 66 of the Related Plan applies with respect to the Plan.

## **Part 7 Transitional Provisions**

**Disabled status**

**67** Section 67 of the Related Plan applies with respect to the Plan.

**Contribution arrangements under former Act**

**68** Section 68 of the Related Plan applies with respect to the Plan.

**Pension on termination after age 65**

**69** Section 69 of the Related Plan applies with respect to the Plan.

**Spousal protection**

**70** Section 70 of the Related Plan applies with respect to the Plan.



**Cost-of-living increases**

**71** Section 71 of the Related Plan applies with respect to the Plan.

**Interest on refunded contributions**

**72** Section 72 of the Related Plan applies with respect to the Plan.

**Transitional - Alberta School for the Deaf**

**73** Section 73 of the Related Plan has no application with respect to the Plan.

**Transitional - Alberta Distance Learning Centre**

**74** Section 74 of the Related Plan has no application with respect to the Plan.

AR 203/95 Sched.2 s74;96/97

**Mortality tables**

**75** Section 75 of the Related Plan applies with respect to the Plan.

AR 203/95 Sched.2 s75;137/97

**Subschedule 1 to Schedule 2****Form  
(Section 28 of Schedule 2)**

Subschedule 1 to the Related Plan applies with respect to the Plan, except that references in it to the "Teachers' Pension Plan" are to be read as references to the "Private School Teachers' Pension Plan".

**Subschedule 2 to Schedule 2  
(Section 53 of Schedule 2)****Interest Allowances and Employee  
Contributions and Commuted Value  
Determinations**

Subschedule 2 to the Related Plan applies with respect to the Plan, except that in section 1(d) "and contributions under section 11 of this Schedule" is to be treated as deleted.

AR 203/95 Schedule 2;216/2009







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