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# PUBLIC SERVICE PENSION PLAN

PUBLIC SERVICE PENSION ACT, 1989 SCHEDULE 1

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## 1. DEFINITIONS

In this Schedule,

“actuary” means a Fellow of the Canadian Institute of Actuaries;

“AgriCorp Plan” means the pension plan known as the Pension Plan for Employees of AgriCorp, effective January 1, 1997, registration number 1034321; (*O.C. 507/2021*)

“annual salary rate” means the hourly, weekly or other rate at which a person's salary is paid expressed as an annual salary according to such consistently applied formula as the Board considers appropriate having regard to the hours regularly worked by a full-time employee in the position occupied by the person for whom the annual salary rate is determined or in a comparable position;

“average annual salary” means:

- (a) for a member who is neither a member represented by the Ontario Provincial Police Association nor a member represented by the Commissioned Officers' Association, nor the Commissioner of the Ontario Provincial Police, nor a police officer with the rank of deputy commissioner in the Ontario Provincial Police the average of the member's annual salary rate in each month of the period of sixty consecutive months of current or prior membership;
- (b) for a member who is employed as a police officer in the uniform bargaining unit of the Ontario Provincial Police and represented by the Ontario Provincial Police Association or as a commissioned officer below the rank of deputy commissioner and represented by the Commissioned Officers' Association, the average of the member's annual salary rate in each month of such number of consecutive months of current or prior membership as set out hereafter:
  - i. where a member terminated from the Plan prior to February 1, 2011, sixty months;
  - ii. where a member terminated from the Plan during the period beginning February 1, 2011 through to December 31, 2011 inclusive, the sixty month period referred to in (i) shall be reduced by two months at the end of each calendar month; and
  - iii. where a member terminated from the Plan on or after January 1, 2012, thirty-six months;
- (c) for a member who is employed by the Ontario Provincial Police in the civilian bargaining unit and represented by the Ontario Provincial Police Association, the average of the member's annual salary rate in each month of such number of consecutive months of current or prior membership as set out in hereafter:
  - i. where a member terminated from the Plan prior to February 1, 2011, sixty months;
  - ii. where a member terminated from the Plan during the period beginning February 1, 2011 through to December 31, 2011 inclusive, the sixty month period referred to in (i) shall be reduced by one month at the end of each calendar month; and
  - iii. where a member terminated from the Plan on or after January 1, 2012, forty-eight months;

- (d) for a member who is the Commissioner of the Ontario Provincial Police, or a police officer with the rank of deputy commissioner in the Ontario Provincial Police, where the member terminates from the plan on or after January 1, 2013 the average of the member's annual salary rate in each month of the period of thirty-six consecutive months of current or prior membership.

and such salary rate shall be with respect to a member's:

- A period or periods of membership in the Plan; or
- B in respect of members whose prior credit was transferred into the Plan from the OPSEU Pension Plan under section 36.1, or subsection 11(1)(g) in the Plan in combination with months of membership in the OPSEU Pension Plan; or
- C in respect of members whose pension credit was transferred into the Plan from another registered pension plan under a reciprocal agreement under section 36 in the Plan in combination with months of membership in the member's prior plan,

which produces the highest average, provided that, if the member does not have a period comprising the applicable number of consecutive months of current or prior membership in the Plan or in combination with another plan referred to in B and C, then "average annual salary" means the average of the member's annual salary rate in each month that the member is a member of the Plan and of any other plan referred to in B and C. ([O.C.1421/2010](#)), ([O.C. 1959/2012](#))

"average year's maximum pensionable earnings", with respect to any member, means the average of the Year's Maximum Pensionable Earnings under the Canada Pension Plan for the year in which the member ceases to be a member of the Plan and for each of the two preceding years;

"Board" means the Ontario Public Service Pension Board referred to in this Schedule; ([O.C.2898/91](#))

"business day" means a day, other than a Saturday or Sunday, on which banks in Ontario are generally open for the transaction of normal banking business; ([O.C. 486/93](#))

"child" has the same meaning as in the *Family Law Act*, ([O.C. 236/2015](#))

"continuous", in relation to employment, membership or service, means without regard to periods of temporary suspension of the employment, membership or service, and without regard to periods of lay-off from employment;

"credit", when used in reference to credit in the Plan, means

- (a) the total period of time, calculated in years of full-time employment, for which contributions are made to the Fund on behalf of the member or for which a member is employed and for which contributions to the Fund have been made, and where the member's employment is less than full-time employment, credit shall be given on the basis of the proportion of full-time employment represented by the member's employment for which contributions are made to the Fund; and
- (b) for the period of time for which contributions are made to the Fund pursuant to Section 10.1 of the Plan, credit shall be deemed to be 70 percent of the credit that would have otherwise accrued under paragraph (a). ([O.C. 229/2016](#))

"Crown" means the Crown in right of Ontario;

“eligible period of reduced pay” has the same meaning as set out under the *Income Tax Act* (Canada) and the regulations under that Act; (O.C. 1862/2021)

“employer” means the employer of a member, which shall be one of the following:

- (a) the Crown,
- (b) an agency, board, commission, foundation, organization or public body designated by order of the Lieutenant Governor in Council as an employer for the purposes of the Plan,
- (c) the Office of the Auditor General,
- (d) the Investment Management Corporation of Ontario, or (O.C. 421/2017)
- (e) the employer of persons required by any Act of the Legislature to be members of this Plan or the Pension Plan established by the *Public Service Superannuation Act* or a predecessor Act. (O.C. 821/2008) (O.C. 868/2019)

“former member” means a person who has ceased to hold a position, office or designation that entitles the person to be a member of the Plan, and who,

- (a) is entitled, either immediately or at a future time, to payment of a pension under the Plan, or
- (b) is entitled to receive any other payment under the Plan;

“Fund” means the Public Service Pension Fund;

“going concern unfunded liability” means the going concern unfunded liability as defined under *the Pension Benefits Act*. (O.C. 868/2019)

“illness” means a physical or mental impairment that prevents an individual from performing the duties of employment in which the individual was engaged before the onset of the impairment; (O.C. 1349/94)

“maximum benefit salary rate” means, for the year, the annual salary rate at which the member’s pension is limited by paragraph 40(2)(d) of this Schedule; (O.C. 1299/2021)

“maximum contributory salary rate” for the year is the annual salary rate for which the member’s contributions calculated under section 6 of the Plan would equal the maximum contribution limit for the year as specified under the *Income Tax Act* (Canada) or the Regulations under that Act. (O.C.3046/98)

“member” means a person,

- (a) who is required to join the Plan, or
- (b) who is not required to join the Plan, but is entitled to join the Plan and has elected to do so,

but does not include a former member; (O.C. 868/2019)

“Minister” means the member of the Executive Council to whom the responsibility for the administration of the *Public Service Pension Act* is assigned under the *Executive Council Act*; (O.C. 821/2008)

“normal cost” means the normal cost as defined under the *Pension Benefits Act*; (O.C. 868/2019)

“Ontario Provincial Police” means the Ontario Provincial Police as defined in the *Police Services Act*; (O.C. 448/2009)

“ONTC Plan” means the pension plan known as The Contributory Pension Plan of the Ontario Northland Transportation Commission on November 1, 1922, which pension plan has been amended and restated effective April 30, 1939, December 31, 1972, January 1, 1988, January 1, 1992, January 1, 2006, and which pension plan has most recently been amended by the amendment dated February 4, 2016 and approved by Order in Council OC 610/2016 dated April 20, 2016, registration number 0355164. (O.C. 609/2018)

“payment date” means the last business day in each month;

“pension” means a pension benefit that is being paid to a person under the Plan;

“pension benefit” means the aggregate monthly, annual or other periodic amounts, if any, to which a member will become entitled under the Plan on or after ceasing to be a member or to which any other person will become entitled under the Plan upon the death of a member or former member;

“Plan” means the Public Service Pension Plan set out in this Schedule;

“police officer” means a police officer as defined in the *Police Services Act*; (O.C. 448/2009)

“provision for adverse deviations or PfAD” means the provision for adverse deviations as defined under the *Pension Benefits Act*; (O.C. 868/2019)

“salary”, in relation to a member or a re-employed former member who is employed or engaged in any capacity by an employer who contributes to the Fund, means the amount of money payable to a member or former member and computed by reference to the hours, days, weeks or other specific periods of time for which the member or former member is employed, but does not include overtime pay or any payment to the member in lieu of a benefit provided by the employer or any payment determined by the Board not to be part of salary; (O.C. 236/2015, s2) (O.C. 868/2019)

“sale of business” has the same meaning as set out in the *Labour Relations Act*, 1995, section 69. (O.C. 1614/2009)

“solvency deficiency” means the solvency deficiency as defined under the *Pension Benefits Act*; (O.C. 868/2019)

“spouse” has the same meaning as set out in the *Pension Benefits Act*. (O.C. 868/2019)

“temporary part-time work arrangement” means a temporary eligible period of reduced pay when the member’s working hours are reduced on a temporary basis under an agreement between the member and the employer; (O.C. 1862/2021)

“totally and permanently disabled” means, in relation to an individual, suffering from a physical or mental impairment that prevents the individual from engaging in any employment for which the individual is reasonably suited by virtue of his or her education, training or experience and that can reasonably be expected to last for the remainder of the individual's lifetime; (O.C. 1349/1994)

“Treasurer” (Revoked) (O.C. 236/2015)



## 2. PLAN MEMBERS

- 2.-(1) The following persons and classes of persons who have not attained sixty-five years of age are members of the Plan: (O.C.961/05, 825/2007)
1. Persons who are appointed as a public servant pursuant to section 32 of the *Public Service of Ontario Act*, 2006 other than for a fixed term. This provision does not apply to persons appointed to employment by the Crown to work in a Commission public body where an Act of the Legislature provides for membership in another pension plan. (O.C. 821/2008)
  2. A class of employees of any agency, board, commission, corporation, foundation, organization or public body that is established under an Act of the Legislature and that is designated by order of the Lieutenant Governor in Council as one whose employees in that class are required to be members of the Plan. (O.C. 421/2017)
  3. Persons employed in the Office of the Auditor General. (O.C. 821/2008)
  4. Persons required by any Act of the Legislature to be members of this Plan or the pension plan established by the *Public Service Superannuation Act* or a predecessor Act.
  5. Any person employed in a capacity or position that is designated by order of the Lieutenant Governor in Council as requiring the employee to be a member of the Plan.
  6. Persons, other than Deputy Ministers, who, on or before August 19, 2007 were required to be members of the pension plan in accordance with the provisions of the plan as it read on that date. (O.C. 821/2008)

### ELECTIVE MEMBERSHIP

- (2) The following persons and classes of persons are entitled to be members of the Plan upon filing with the Board a written election to be a member:
1. Persons, to whom subsection (1) does not apply and who are employed,
    - (a) pursuant to section 32 or 47 of the *Public Service of Ontario Act*, 2006. This provision does not apply to persons appointed to employment by the Crown to work in a Commission public body where an Act of the Legislature provides for membership in another pension plan;
    - (b) by an agency, board, commission, corporation, foundation, organization or public body designated by order of the Lieutenant Governor in Council as one whose employees in a designated class are members of the plan; (O.C. 421/2017)
    - (c) by an agency, board, commission, foundation, organization or public body, the permanent and fulltime probationary staff of which are by any Act required to be members of the Plan;
  2. effective August 20, 2007, Deputy Ministers; and
  3. persons who, on or before August 19, 2007 were eligible to be members of the pension plan in accordance with the provisions of the plan as it read on that date. (O.C. 821/2008)

**IDEM**

- (3) A person appointed by the Lieutenant Governor in Council to membership on an agency, board, commission, foundation, organization or public body is, when the appointment so permits or the position has been designated by the Lieutenant Governor in Council for the purpose of this subsection, entitled to be a member of the Plan upon filing with the Board a written election to be a member. ([O.C. 821/2008](#))

**EXCLUSION OF OPSEU PLAN MEMBERS**

- (4) Despite anything in this section, any person who is eligible for membership or required to be a member of the OPSEU Plan, under the *Ontario Public Service Employees' Union Pension Act, 1994*, shall not be a member of the Plan for employment or service for which the person is eligible for membership or is required to be a member of the OPSEU Plan. ([O.C. 2776/94](#))

### 3. TERMINATION OF MEMBERSHIP

- 1) A member ceases to be a member of the Plan upon,
  - (a) termination by death,
  - (b) termination of the employment, office or circumstances that required or entitled him or her to be a member of the Plan,
  - (c) the filing of a written election with the Board indicating that he or she no longer wishes to be a member of the Plan, where that member is not required to be a member of the Plan, or
  - (d) attaining the maximum age for contributors to a pension fund or plan specified under the provisions of the *Income Tax Act* (Canada) or any regulations under that Act for the registration of a pension fund or plan under that Act. ([O.C. 1454/97](#))

#### NON-APPLICATION OF PARAGRAPH 3(1)(d)

- 2) Paragraph 3 (1)(d) does not apply to Justices of the Peace who are making contributions to the Supplemental Pension Plan for Justices of the Peace or to Associate Judges who are making contributions to the Associate Judges Supplemental Plan. ([O.C. 516/2017](#)) ([O.C. 1125/2021](#))

**TERMINATION OF MEMBERSHIP FOR TERMINALLY ILL EMPLOYEES**

- 3.1 Despite section 2, a member may cease to be a member of the Plan upon satisfying the Board, on the basis of medical evidence presented, that he or she has a life expectancy of less than twenty-four months. [\(O.C. 3270/1993\)](#)

#### 4. PERSONS NOT ENTITLED TO BE MEMBERS

4. A person is not entitled to be a member of the Plan if the person has attained the maximum age for contributors to a pension fund or plan specified under the provision of the *Income Tax Act* (Canada) and regulations made thereunder for the registration under that Act of a pension fund or plan.  
[\(O.C.2776/94\)](#)

**5. CONTRIBUTIONS TO AND PAYMENTS FROM FUND**

- 5.-(1) Subject to section 7, contributions required to be made under this Plan by an employer or by any member, including interest required to be paid to the Fund, shall be paid into the Fund, and any payment required by the Plan to be made to any person shall be made out of the Fund, and all moneys not required to be paid out shall be invested to meet the obligations and liabilities of the Plan.

**FISCAL YEAR**

- (2) The fiscal year of the Plan is the twelve-month period commencing on the 1st day of January in each year.

## 6. CONTRIBUTIONS BY MEMBERS

- 6.-(1) Subject to subsections (1.1) to (1.12), (5), and (7), every member shall contribute to the Fund during each pay period from the salary paid to the member,
- (a) 6.4 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan; and
  - (b) 9.5 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan.
- (1.1) Beginning with the first full pay period commencing after April 1, 2018, and subject to subsections (1.2), (1.4), (1.5), (1.7), (1.8), (1.10), (1.11), (1.12), (5), and (7), every member shall contribute to the Fund during each pay period from the salary paid to the member,
- (a) 6.9 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan; and
  - (b) 10.0 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan.
- (1.2) Beginning with the first full pay period commencing after April 1, 2019, and subject to subsections (1.5), (1.8), (1.11), (1.12), (5), and (7), every member shall contribute to the Fund during each pay period from the salary paid to the member,
- (a) 7.4 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan; and
  - (b) 10.5 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan.

### **ONTARIO PROVINCIAL POLICE UNIFORM BARGAINING UNIT AND COMMISSIONED OFFICERS BELOW THE RANK OF DEPUTY COMMISSIONER**

- (1.3) Subject to subsections (1.4), (1.5), (5) and (7), a member who is employed as a police officer in the Ontario Provincial Police in the uniform bargaining unit and represented by the Ontario Provincial Police Association, or as a commissioned officer below the rank of deputy commissioner and represented by the Commissioned Officers' Association shall contribute to the Fund during each pay period from the salary paid to the member,
- (a) 7.2 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan; and
  - (b) 10.3 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan.
- (1.4) Beginning with the full first pay period commencing after April 1, 2018, and subject to subsections (1.5), (5) and (7), a member who is employed as a police officer in the Ontario Provincial Police in the uniform bargaining unit and represented by the Ontario Provincial Police Association, or as a commissioned officer below the rank of deputy commissioner and represented by the Commissioned

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*[Unofficial Consolidation]*

Officers' Association shall contribute to the Fund during each pay period from the salary paid to the member,

- (a) 7.7 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan; and
  - (b) 10.8 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan.
- (1.5) Beginning with the full first pay period commencing after April 1, 2019, and subject to subsections (5) and (7), a member who is employed as a police officer in the Ontario Provincial Police in the uniform bargaining unit and represented by the Ontario Provincial Police Association, or as a commissioned officer below the rank of deputy commissioner and represented by the Commissioned Officers' Association shall contribute to the Fund during each pay period from the salary paid to the member,
- (a) 8.2 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan; and
  - (b) 11.3 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan.

**ONTARIO PROVINCIAL POLICE CIVILIAN BARGAINING UNIT**

- (1.6) Subject to subsections (1.7), (1.8), (5) and (7), a member who is employed in the Ontario Provincial Police in the civilian bargaining unit and represented by the Ontario Provincial Police Association shall contribute to the Fund during each pay period from the salary paid to the member,
- (a) 6.775 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan; and
  - (b) 9.875 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan.
- (1.7) Beginning with the full first pay period commencing after April 1, 2018, and subject to subsections (1.8), (5) and (7), a member who is employed in the Ontario Provincial Police in the civilian bargaining unit and represented by the Ontario Provincial Police Association shall contribute to the Fund during each pay period from the salary paid to the member,
- (a) 7.275 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan; and
  - (b) 10.375 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan.
- (1.8) Beginning with the full first pay period commencing after April 1, 2019, and subject to subsections (1.8.1), (1.8.2), (5) and (7), a member who is employed in the Ontario Provincial Police in the civilian bargaining unit and represented by the Ontario Provincial Police Association shall contribute to the Fund during each pay period from the salary paid to the member, [\(O.C. 1713/2019\)](#)
- (a) 7.775 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan; and



- (b) 10.875 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan.
- (1.8.1) Beginning with the full first pay period commencing after January 1, 2020, and subject to subsections (1.8.2), (5) and (7), a member who is employed in the civilian bargaining unit represented by the Ontario Provincial Police Association shall contribute to the Fund during each pay period from the salary paid to the member,
- (a) 8.545 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the *Canada Pension Plan*; and
  - (b) 11.645 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the *Canada Pension Plan*.
- (1.8.2) Beginning with the full first pay period commencing after January 1, 2028, and subject to subsections (5) and (7), a member who is employed in the civilian bargaining unit represented by the Ontario Provincial Police Association shall contribute to the Fund during each pay period from the salary paid to the member,
- (a) 8.18 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the *Canada Pension Plan*; and
  - (b) 11.28 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the *Canada Pension Plan*. (*O.C. 1713/2019*)

**ONTARIO PROVINCIAL POLICE COMMISSIONER AND DEPUTY COMMISSIONER**

- (1.9) Subject to subsections (1.10), (1.11), (5) and (7), a member who is the Commissioner of the Ontario Provincial Police, or a police officer with the rank of deputy commissioner in the Ontario Provincial Police shall contribute to the Fund during each pay period from the salary paid to the member,
- (a) 7.2 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan; and
  - (b) 10.3 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan.
- (1.10) Beginning with the full first pay period commencing after April 1, 2018, and subject to subsections (1.11), (5) and (7), a member who is the Commissioner of the Ontario Provincial Police, or a police officer with the rank of deputy commissioner in the Ontario Provincial Police shall contribute to the Fund during each pay period from the salary paid to the member,
- (a) 7.7 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan; and
  - (b) 10.8 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan.
- (1.11) Beginning with the full first pay period commencing after April 1, 2019, and subject to subsections (5) and (7), a member who is the Commissioner of the Ontario Provincial Police, or a police officer with the rank of deputy commissioner in the Ontario Provincial Police shall contribute to the Fund during each pay period from the salary paid to the member,

- (a) 8.2 per cent of the amount of salary that does not exceed the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan; and
- (b) 11.3 per cent of the amount of salary in excess of the Year's Maximum Pensionable Earnings as prescribed by the Canada Pension Plan.

**EXCLUSION OF JUSTICES OF THE PEACE AND ASSOCIATE JUDGES**

(1.12) Subsections (1.1) and (1.2) shall not apply to members who are Justices of the Peace or Associate Judges unless the employer advises the Board in writing that those subsections are to apply to those members. Upon the Board being so advised by the employer, subsections (1.1) and (1.2) shall apply to members who are Justices of the Peace or Associate Judges beginning with the first full pay period commencing after the date the Board is so advised by the employer or at such time the employer may determine. Until such time, if any, that subsections (1.1) and (1.2) apply to members who are Justices of the Peace or Associate Judges, those members shall continue to contribute to the Fund at the contribution rate set out in subsection 6(1). [\(O.C. 2235/2017\)](#) [\(O.C. 1125/2021\)](#)

**ADDITIONAL CONTRIBUTION**

- (2) Subject to subsection (2.1), in addition to the contribution required by subsections (1.3), (1.4), (1.9), and (1.10), every member employed as a police officer with the Ontario Provincial Police shall contribute to the Fund during each pay period an amount equal to 2 per cent of the salary paid to the member.
- (2.1) Beginning with the first full pay period commencing after April 1, 2019, in addition to the contribution required by subsections (1.5) and (1.11), every member employed as a police officer with the Ontario Provincial Police shall contribute to the Fund during each pay period an amount equal to 1.5 per cent of the salary paid to the member, and for clarity the additional contribution under subsection (2) shall cease to apply to the member. (O.C. 2235/2017)

**DEDUCTION OF CONTRIBUTIONS**

- (3) The contributions to be made by a member to the Fund shall be deducted from the member's salary by the person who pays the member's salary, and shall be paid to the credit of the Fund within fifteen days from the date the contribution was deducted or within such longer time as the Board authorizes in writing.

**CREDIT FOR CONTRIBUTIONS**

- (4) A member shall be given credit in the Plan for the time in respect of which contributions to the Fund are made by or on behalf of the member.

**WHEN NO CONTRIBUTION REQUIRED**

- (5) A member may cease to contribute to the Fund on or after attaining sixty-five years of age.

**WHEN NO CONTRIBUTIONS PERMITTED**

- (5.1) A member who is covered by a waiver under subsections 15 (6) or (7) shall cease to contribute to the Fund upon reaching the maximum age for contributors to a pension fund or plan specified under the provisions of the *Income Tax Act* (Canada) or any regulations under that Act. (O.C. 516/2017)

**INTEREST**

- (6) Interest calculated as determined by the Board shall be credited to each member or former member in each year of the Plan on the amount of contributions, including interest previously credited to the member or former member, standing to the member or former member's credit in the Fund. (O.C. 868/2019)

**LIMIT ON CONTRIBUTIONS**

- (7) The following limits apply to contributions deducted from members' salary under this Schedule:
  - (a) the contributions set out and deducted from the member's salary under this section shall not exceed the annual limit set out in the *Income Tax Act* (Canada) and Regulations, for that calendar year, (O.C. 1795/2008)

- (b) where the member accrues credits in the Plan for less than a calendar year, the annual limit referred to under clause (a) shall be adjusted for the period during the year that the member earns credits, *(O.C. 3046/98)*
- (c) notwithstanding paragraph 6(7)(a), the contributions set out and deducted from the member's salary under this section shall not exceed the contributions calculated based on the maximum benefit salary rate,
- (d) paragraph 6(7)(c) does not apply to Case Management Masters,
- (e) paragraph 6(7)(c) does not apply to Justices of the Peace unless the Minister advises the Board in writing that paragraph 6(7)(c) is to apply to Justices of the Peace, and
- (f) in subsections 8(6.1), 10(5.1), 10.1(8) and 11(3.1) of this Schedule, the phrase "maximum benefit salary rate" shall be deleted and replaced with "maximum contributory salary rate" for:
  - i. Case Management Masters; and
  - ii. Justices of the Peace, unless the Minister advises the Board in writing that paragraph 6(7)(c) is to apply to Justices of the Peace. *(O.C. 1299/2021)*

## 7. CONTRIBUTIONS BY EMPLOYER

- 7.-(1) On each payment date, the employer shall pay into the Fund an amount equal to the aggregate amount of all contributions deducted from the members under subsection 6(3) in the month ended next before the month in which the payment date occurs, or made by or on behalf of members in respect of the month ended next before the month in which the payment occurs. (O.C. 125/94) (O.C. 2306/97) (O.C. 3046/98) (O.C. 749/2003) (O.C. 1299/2021)

### EMPLOYER CONTRIBUTIONS FOR CASE MANAGEMENT MASTERS AND JUSTICES OF THE PEACE

(1a) In this section,

i. “threshold salary rate” for the year is the annual salary rate which if,

(a) the member had attained age 65 and qualified for a pension,

(b) the member's average annual salary equaled the threshold salary rate, and

(c) the member's average year's maximum pensionable earnings was the Year's Maximum Pensionable Earnings under the Canada Pension Plan,

then the pension computed under subsection 17(1), less the reduction under subsection 17(3), would equal the defined benefit limit for the year as defined in Part LXXXV of the Regulations under the *Income Tax Act* (Canada).

ii. “maximum contribution reduction amount” for the year is two times the amount by which the maximum permissible contributions under the *Income Tax Act* (Canada) for the period during the year that the member earns service credits exceeds the amount that a member paid at the threshold salary rate would contribute to the Plan in a similar period of a year. (O.C. 3046/98)

### REDUCTION OF CONTRIBUTIONS BY EMPLOYER

- (1b) Despite subsection (1), when a member's salary rate in any pay period commencing with the first pay date in January 1995 exceeds the threshold salary rate for the year, the employer's contribution under subsection (1) shall be reduced by two times the member's contribution under Section 6 on the annual salary rate in excess of the threshold salary rate for the year, however the total reduction in any year shall not exceed the maximum contribution reduction amount defined in clause (1a)(ii). (O.C. 1795/2008)

### RETURN OF EMPLOYER CONTRIBUTIONS

- (1c) The Board shall make a payment from the Fund to the Minister of an amount which, in the opinion of the Board, is a reasonable estimate of the sum total of contributions made to the Fund in the years 1992, 1993 and 1994 by employers under the Plan that would not have been made if the contribution reduction under subsection (1b) had been in effect commencing with the month of January 1992. (O.C. 2779/1994)

- (1d) Subsections (1a), (1b) and (1c) apply only to:

- i. Case Management Masters; and
- ii. Justices of the Peace, unless the Minister advises the Board in writing that paragraph 6(7)(c) is to apply to Justices of the Peace. [\(O.C. 1299/2021\)](#)

**SPECIAL FUNDS**

- (2) If the salary of members who are contributing to the Fund is paid by a board, commission, foundation, agency, branch or division that has a special fund or appropriation designated or granted by the Lieutenant Governor in Council or the Assembly for the payment of the employer's contributions under the Plan, contributions required to be made by the employer shall be made from that fund or appropriation in accordance with such formula as may be determined by the Minister for the purpose.

**SURPLUS MAY REDUCE EMPLOYER CONTRIBUTIONS**

- (3) Any amount in the Fund that is indicated by an actuarial valuation for the purpose of the Plan to be surplus to the requirements of the Plan while it continues in existence may, at the direction of the Minister, be applied to the payment of the contributions to be made by the employer under subsection (1) for so long as there is no going concern unfunded liability or solvency deficiency in the Plan and provided any conditions prescribed under the *Pension Benefits Act* for reducing or suspending pension plan contributions are met. [\(O.C. 236/2015\)](#) [\(O.C. 868/2019\)](#)

**SURPLUS**

- (4) Any amount in the Fund that is indicated by an actuarial valuation for the purpose of the Plan to be surplus to the requirements of the Plan while it continues in existence or upon its wind up may, to the extent permitted by the *Pension Benefits Act*, be withdrawn by the employer from the Fund. [\(O.C. 236/2015\)](#)

**DEFICIENCY**

- (5) If in any year the amount of cash and assets capable of sale in the Fund is insufficient to meet the payments out of the Fund in the year after the sale of the assets capable of sale, the Minister of Finance shall pay from the Consolidated Revenue Fund an amount sufficient to make up the deficiency. [\(O.C. 236/2015\)](#)

**LIMITATION**

- (6) Subsection (5) ceases to apply if an agreement mentioned in subsection 6(5) of this Act is in force.

**NORMAL COST AND PfAD**

- (7) In accordance with the *Pension Benefits Act* and subject to the *Public Service Pension Act*, the Crown and/or one or more employers that are not the Crown shall pay into the Fund the amount, if any, indicated in an actuarial valuation to be required in respect of the normal cost and the provision for adverse deviations in respect of the normal cost, taking into account employer contributions made under subsection (1) and member contributions made in respect of subsection 6(3) of the Plan. [\(O.C. 868/2019\)](#)

**GOING CONCERN UNFUNDED LIABILITY AND SOLVENCY DEFICIENCY**

- (8) Subject to the *Public Service Pension Act*, the Crown and/or one or more employers that are not the Crown shall pay into the Fund the amount indicated in an actuarial valuation that is required to fund any going concern unfunded liability as well as any solvency deficiency under the Plan. (O.C. 868/2019)

**CONTRIBUTION REDUCTION REGARDING ONTARIO PROVINCIAL POLICE BENEFITS**

- 7.1 Despite subsection 7 (1), the employer's obligation to make employer contributions under subsection 7 (1) with respect to employee contributions made under subsection 6(2) is suspended, beginning April 1, 1995, until such time as the latter contributions, made from that date, equal seven million dollars (\$7,000,000.00), whereupon the employer's obligation shall resume. (O.C.894/95)

## 8. LEAVE OF ABSENCE

### LEAVE OF ABSENCE WITH PAY

- 8.-(1) If a member has been granted a leave of absence from employment and continues to receive a part or all of his or her salary during the leave, the member shall make the contributions required by section 6.

### LEAVE OF ABSENCE WITHOUT PAY

- (2) If a member is granted a leave of absence from employment for more than 30 days and receives no salary during the leave and does not elect to make contributions to the Fund during the leave, no credit shall be given to the member in the Plan for the period of the leave of absence unless the member contributes to the Fund in accordance with section 11. ([O.C. 868/2019](#))

### CONTRIBUTIONS DURING LEAVE

- (3) A member who is granted a leave of absence of more than 30 days without pay because of illness, or a leave under Part XIV of the *Employment Standards Act, 2000* or comparable provisions in other applicable employment standards legislation excluding reservist leave, may, if the member elects to do so, continue to participate in the pension plan and make contributions to the Fund during the leave, in which case the member shall contribute an amount equal to the amount the member would have contributed if the leave had not been granted. ([O.C. 962/05](#)) ([O.C. 236/2015](#)) ([O.C. 609/2017](#)) ([O.C. 868/2019](#))

### WORKPLACE ILLNESS OR INJURY UNDER WORKPLACE SAFETY AND INSURANCE ACT

- (3.1) A member who,
- (a) is granted a leave of absence of more than 30 days from his or her employment without pay due to a workplace illness or injury and is approved for benefits under the *Workplace Safety and Insurance Act* or comparable provisions in other applicable workplace safety and insurance legislation,
  - (b) qualifies for a benefit under the long term income protection plan; and
  - (c) is subject to section 10.1 of the Plan

may, if he or she elects to do so in writing, continue to participate in the pension plan and make contributions to the Fund during the leave for a period of up to 12 months, in which case the member shall contribute an amount equal to the amount the member would have contributed if the leave had not been granted. ([O.C. 229/2016](#)) ([O.C. 609/2018](#)) ([O.C. 868/2019](#))



**IDEM**

- (4) A member who is granted a leave of absence of more than 30 days without pay for special or educational purposes may elect to make contributions to the Fund during the leave, in which case the member shall contribute twice the amount the member would have contributed to the Fund if the leave had not been granted. [\(O.C. 868/2019\)](#)

**SALARY USED FOR CONTRIBUTIONS**

- (5) In calculating the amount a member contributes under subsections (3), (3.1) and (4), the amount shall be based on the annual salary of the member immediately prior to the commencement of the leave of absence. [\(O.C. 229/2016\)](#)

**INDEXATION OF SALARY**

- (6) In determining contributions to be made under this section, the annual salary rate on which contributions under this section are based shall be increased in each year subsequent to the year in which the leave of absence commenced by the same percentage as that by which an adjusted pension is increased in that year under section 24 to adjust for inflation.

**LIMIT ON ANNUAL SALARY RATE FOR CALCULATING CONTRIBUTIONS**

- (6.1) Notwithstanding subsections (5) and (6), the annual salary rate in any year on which the members contribution are based shall not exceed the maximum benefit salary rate for that year. [\(O.C.3046/98\)](#)  
[\(O.C. 1299/2021\)](#)

**LEAVE WITHOUT PAY OF 30 DAYS OR LESS**

- (7) If a member is granted a leave of absence from employment for 30 days or less and receives no salary during the leave, the member shall make contributions to the Fund during the leave or after the end of the leave, and shall contribute, in accordance with section 6, an amount equal to the amount the member would have contributed if the leave had not been granted. [\(O.C. 236/2015\)](#) [\(O.C. 868/2019\)](#)

**SALARY RATE USED FOR BENEFIT CALCULATION**

- (8) The annual salary rate on which contributions are based under this section shall be included in the computation of the average annual salary of a member.

**SALARY RATE NOT LIMITED FOR CALCULATING THE AVERAGE ANNUAL SALARY**

- (8.1) Notwithstanding subsection (8), the computation of the average annual salary of a member shall be based on the member's annual salary rate without the limit specified in subsection (6.1). [\(O.C. 3046/98\)](#)

**LEAVES, TEMPORARY PART-TIME WORK ARRANGEMENTS AND PURCHASE OF CREDIT FOR PRIOR SERVICE NOT TO EXCEED 5 YEARS**

- (9) Subject to subsection (10), the combined credit obtained by a member with respect to periods after 1990 under subsections (3) and (4), clauses 11 (1)(e), (f) and (j), and section 25 shall not exceed a total of five years. [\(O.C. 1862/2021\)](#)

**EXCEPTION FOR CHILD-REARING**

- (10) Where a member is granted a leave of absence for pregnancy or a period of parenting under the *Employment Standards Act*, 2000, the five year limit on the member's combined credit specified in subsection (9) shall be increased by the total of such periods of leave, subject to the *Income Tax Act* (Canada) limits or by three years, whichever is less. [\(O.C.1349/94\)](#) [\(O.C. 868/2019\)](#)

**9. CONTINUED MEMBERSHIP ON RELEASE FROM EMPLOYMENT**

9.-(1) Revoked. ([O.C. 868/2019](#))

**CONTRIBUTIONS**

(2) Revoked. ([O.C. 868/2019](#))

## 10. LONG TERM INCOME PROTECTION

### APPLICATION

10.(0.1) This Section applies to all members of the Plan to whom Section 10.1 does not apply. (O.C. 229/2016)

- (1) In this section, "long term income protection plan" means the Long Term Income Protection Plan from time to time applicable to members who are employed under Part III of the *Public Service of Ontario Act, 2006* to mitigate the loss of income resulting from a lengthy disability, and includes any plan that applies to members who are not public servants employed under Part III of the *Public Service of Ontario Act, 2006* if the Board considers the plan to be substantially similar to the Long Term Income Protection Plan applicable to public servants employed under Part III of the *Public Service of Ontario Act, 2006*. (O.C. 821/2008)

### CONTRIBUTION ON BEHALF OF DISABLED MEMBER

- (2) If a member qualifies for a benefit under a long term income protection plan as a result of a disability incurred on or after the 1st day of July, 1974, the employer that employed the member on the date when the member qualified for the benefit shall, subject to subsection (6), contribute to the Fund on behalf of the member the amounts set out in subsections (3), (4) and (5) while the member continues to qualify for the benefit.

### AMOUNT

- (3) Subject to subsection (4), the contributions mentioned in subsection (2) shall be calculated in accordance with section 6 and paid on the annual salary rate of the member immediately before the disability was incurred in respect of which he or she qualifies for a benefit.

### PART-TIME EMPLOYMENT

- (4) If the member mentioned in subsection (2) was, in the opinion of the Board, employed on a part-time basis in the month before the disability was incurred, the contributions mentioned in subsection (2) shall be calculated in accordance with section 6 and paid only for that part of each month in which the member continues to qualify for the benefit that is equal to the ratio that, in the twelve months ending on the last day of the month immediately preceding the month when the disability was incurred, the member's part-time employment is of full-time employment in the position occupied by the member or in a comparable position.

### INCREASED CONTRIBUTION

- (5) In determining contributions to be made under this section, the annual salary rate on which contributions under this section are based shall be increased in each year subsequent to the year the disability was incurred by the same percentage as that by which an adjusted pension is increased in that year under section 24 to adjust for inflation. (O.C. 693/91)

**APPLICATION OF SUBSECTION (5)**

- (5a) In applying section 24 to calculate the increase of the annual salary rate of a member in accordance with subsections (5), the value of the variable E in the formulas mentioned in section 24 is the number of full months in the year when the member ceased employment as a result of a disability that are in the period beginning with the effective date of the last salary increase received by the member before the cessation of employment and ending with the 31st day of December in the year when the member ceased employment as a result of a disability. (O.C. 693/91)

**LIMIT ON ANNUAL SALARY RATE FOR CALCULATING CONTRIBUTIONS**

- (5.1) Notwithstanding subsections (3) and (5), the annual salary rate in any year on which the contributions by an employer are based shall not exceed the maximum benefit salary rate for that year. (O.C. 3046/98) (O.C. 1299/2021)

**WHEN CONTRIBUTIONS CEASE**

- (6) Effective January 1, 1992, subsections (2), (3), (4) and (5) continue to apply whether or not the member is in receipt of the benefit under the Long Term Income Protection Plan, but those subsections cease to apply when the member ceases to be a member or attains sixty-five years of age, whichever first occurs. (O.C.2776/94)

**CONTRIBUTIONS WHILE ON LTIP, CERTAIN MEMBERS**

(6.1)

(a) This subsection applies in respect of members who:

1. are represented by the Professional Engineers, Government of Ontario and who qualify for a benefit under a long term income protection plan on or after May 1, 2017, or
2. are
  - i. represented by the Ontario Provincial Police Association under the *Ontario Provincial Police Collective Bargaining Act, 2006*;
  - ii. Commissioned Officers of the Ontario Provincial Police who are represented by the Commissioned Officers Association; or
  - iii. A Commissioner of the Ontario Provincial Police or a police officer with the rank of deputy commissioner of the Ontario Provincial Police;

and who qualify for a benefit under a long term income protection plan on or after January 1, 2018.

(b) Subsections (2), (3), (4), (5) and (6) do not apply to a member beginning on the first day of the month immediately following the month in which the member

- i. would, upon ceasing to be a member, be entitled to a pension in accordance with subsections 15 (2), (3), (4) or (4.1), and has accrued at least 30 years of credit in the Plan; or

- ii. attains sixty-five years of age.
- (c) A member to whom subsections (2), (3), (4), (5) and (6) do not apply by virtue of this subsection may elect to continue to accrue credit in the Plan while the member qualifies for a benefit under a long term income protection plan by contributing to the Fund the amounts set out in subsections (3), (4) and (5).
- (d) The employer that employed the member on the date when the member qualified for the benefit shall continue to make contributions required by section 7 for as long as the member makes contributions in accordance with this subsection and, for greater certainty, shall not be required to make contributions to the Fund on behalf of the member in accordance with subsection (2).
- (e) For greater certainty, if the member does not elect to make contributions pursuant to this subsection, the employer shall not make any contributions pursuant to subsection (2) or section 7, and subsection (7) ceases to apply. *(O.C. 519/2017) (O.C. 2119/2017)*

**CONTINUED MEMBERSHIP**

- (7) A person on whose behalf contributions are made under subsection (2) continues to be a member of the Plan and to accrue credit in the Plan for the time in respect of which contributions are made on his or her behalf under this section.

**AVERAGE ANNUAL SALARY**

- (8) The annual salary rate on which contributions are based under this section shall be included in the computation of the average annual salary of a member on whose behalf contributions are made under this section.

**SALARY RATE NOT LIMITED FOR CALCULATING THE AVERAGE ANNUAL SALARY**

- (9) Notwithstanding subsection (8), the computation of the average annual salary of a member shall be based on the member's annual salary rate without the limit specified in subsection (5.1). *(O.C. 3046/98)*

## 10.1 LONG TERM INCOME PROTECTION FOR CERTAIN MEMBERS

### APPLICATION

- (1) This Section applies to Justices of the Peace who incur a disability on or after April 1, 2020 and to the following members of the Plan who incur a disability on or after January 1, 2016: [\(O.C. 868/2019\)](#)
- (a) Persons who are appointed as public servants pursuant to section 32 of the *Public Service of Ontario Act, 2006* other than for a fixed term who,
- i. are not within a unit of employees established for collective bargaining under the *Crown Employees Collective Bargaining Act, 1993*;
  - ii. are not represented by the Ontario Provincial Police Association under the *Ontario Provincial Police Collective Bargaining Act, 2006.*;
  - iii. are not a Commissioned Officer of the Ontario Provincial Police who is represented by the Commissioned Officers' Association; or
  - iv. are not a Commissioner of the Ontario Provincial Police or a police officer with the rank of deputy commissioner the Ontario Provincial Police
  - v. are not represented by the Association of Law Officers of the Crown or the Ontario Crown Attorneys' Association.
- (b) Persons who are appointed as public servants pursuant to section 47 of the *Public Service of Ontario Act, 2006*.
- (c) Persons appointed by the Lieutenant Governor in Council to membership on an agency, board, commission, foundation, organization or public body who are members pursuant to subsection 2(3) of the Plan.
- (d) Such other classes of members whose employer has advised the Board in writing that it wants this section to apply to its employees in a form that is acceptable to the Board.

- (2) In this section,

"long term income protection plan" means the Long Term Income Protection Plan (LTIP) from time to time applicable to members who are employed under Part III of the *Public Service of Ontario Act, 2006* to mitigate the loss of income resulting from a lengthy disability, and includes any plan that applies to members who are not public servants employed under Part III of the *Public Service of Ontario Act, 2006* if the Board considers the plan to be substantially similar to the LTIP applicable to public servants employed under Part III of the *Public Service of Ontario Act, 2006*.

"LTIP income replacement earnings" means 70 per cent of the member's annual salary as it was on the day immediately prior to the date of eligibility to receive LTIP benefits.

**APPLICATION – LEAVES UNDER THE WORKPLACE SAFETY AND INSURANCE ACT**

- (3) A member who qualifies for a benefit under LTIP as a result of a disability but who has also been granted a leave of absence from employment without pay due to a workplace illness or injury and is approved for benefits under the *Workplace Safety and Insurance Act* or comparable provisions in other applicable workplace safety and insurance legislation may elect to continue to participate in the pension plan based on the salary that would have applied if the leave had not been granted for a period of up to 12 months and subsection 8(3.1) will apply during that period. (O.C. 609/2018)

**MEMBER CONTRIBUTIONS DURING LTIP**

- (4) If a member qualifies for a benefit under LTIP as a result of a disability, the member shall, subject to subsections (3) and (10), contribute to the Fund the amounts set out in subsections (5) and (6) while the member continues to qualify for the benefit.

**AMOUNT**

- (5) The contributions mentioned in subsection (4) shall be calculated in accordance with section 6 except that all references to the member's salary shall be replaced with a reference to the member's LTIP income replacement earnings.

**INCREASED CONTRIBUTION**

- (6) In determining contributions to be made under this section, the LTIP income replacement earnings on which contributions under this section are based shall be increased in each year subsequent to the year the member became eligible to receive LTIP by the same percentage as that by which an adjusted pension is increased in that year under section 24 to adjust for inflation.

**APPLICATION OF SUBSECTION (6)**

- (7) In applying section 24 to calculate the increase of the LTIP income replacement earnings of a member in accordance with subsection (6), the value of the variable E in the formulas mentioned in section 24 is the number of full months in the year when the member ceased employment as a result of a disability that are in the period beginning with the effective date of the last salary increase received by the member before the date of eligibility to receive LTIP benefits.

**LIMIT ON LTIP INCOME REPLACEMENT EARNINGS FOR CALCULATING CONTRIBUTIONS**

- (8) Notwithstanding subsections (5) and (6), the LTIP income replacement earnings in any year on which the contributions are based shall not exceed the maximum benefit salary rate for that year. (O.C. 1299/2021)

**EMPLOYER CONTRIBUTIONS DURING LTIP**

- (9) If a member qualifies for a benefit under LTIP as a result of a disability, the employer that employed the member on the date when the member qualified for the benefit shall contribute to the Fund in accordance with section 7 while the member continues to qualify for the benefit.



**WHEN CONTRIBUTIONS CEASE**

- (10) Subsections (4), (5), and (6) continue to apply while the member qualifies for a benefit under LTIP whether or not the member is in receipt of the benefit under LTIP, but those subsections cease to apply when the member ceases to be a member or attains sixty- five years of age, whichever first occurs.

**AVERAGE ANNUAL SALARY**

- (11) For the purpose of determining the average annual salary, the annual salary rate while the member was making contributions to the Fund under this Section shall be deemed to be the member's annual salary on the day immediately prior to the date of eligibility to receive LTIP benefits as adjusted for inflation under this Section. ([O.C. 229/2016](#))

## 11. PURCHASE OF CREDIT FOR PRIOR SERVICE

### PRIOR SERVICE WITH THE CROWN, ETC

11.-(1) On such terms and conditions as are fixed by the Board, a member may purchase credit in the Plan,

- (a) for a period of active service during World War II or the Korean War in His or Her Majesty's naval, army or air forces, in the Canadian or British merchant marine, or in any naval, army or air force that was allied with His or Her Majesty's forces and that is designated by order of the Lieutenant Governor in Council;
- (b) for a period of service with an employer who contributed to the Fund, the OPSEU Pension Fund, or a predecessor fund throughout the period, and for which the member has no credit in the Plan or the OPSEU Pension Plan, and no claim for pension benefits from the Plan or the OPSEU Pension Plan. (O.C. 3043/98)
- (c) for a period of employment prior to January 1, 1992 by a person who did not contribute to the Fund or a predecessor fund for the period, if the period is before the member's becoming a member and if,
  - i. the member has credit for that period of employment in a pension plan that was a registered pension plan under the *Income Tax Act* (Canada) and was provided by the person to employees, and
  - ii. the member's credit in the plan referred to in subclause (i) is reduced by the period for which credit is purchased in the Plan, and a payment is made to the Fund by the plan referred to in subclause (i) of the amount that represents the member's entitlement in that plan for the period for which credit is purchased in the Plan; (O.C.2776/94)
- (d) for a period of employment after December 31, 1991 by a person who did not contribute to the Fund or a predecessor fund for the period, if the period is before the member's becoming a member and if,
  - i. the member has or had credit for that period of employment in a pension plan that is or was a plan registered under the *Income Tax Act* (Canada) and was provided by the person to employees,
  - ii. the member ceased to be a member of the plan referred to in subclause (i), and
  - iii. any approval required by Her Majesty in right of Canada for the purchase of credit in the Plan has been obtained; (O.C. 2776/94)
- (e) for a leave of absence without pay for more than 30 days for special or educational purposes; or (O.C. 868/2019)
- (f) for a leave of absence without pay for more than 30 days because of illness, or a leave under Part XIV of the *Employment Standards Act*, 2000 or comparable provisions in other applicable employment standards legislation excluding reservist leave. (O.C.1349/94) (O.C. 962/05) (O.C. 236/2015) (O.C. 609/2018) (O.C. 868/2019)

- (g) for a period of service for which the member has an entitlement to a deferred pension in the OPSEU Pension Plan. *(O.C. 3043/98)*
- (h) for a period of employment during which the member did not provide any service to the employer as a result of participating in a legal strike or being prevented from working due to a legal lock-out.
- (i) for a period of temporary layoff as a result of a legal strike or lock-out. *(O.C. 1904/2009)*
- (j) equal to the reduction in the member's working hours during a temporary part-time work arrangement. *(O.C. 1862/2021)*

**No OPS BUYBACK EXCEPT FOR PSA**

- (1.1) Despite clause (l)(b), a member may not purchase credit in the Plan for a period of service with a ministry of the Crown or with an agency, board, commission, foundation, organization or public body that has employees appointed pursuant to the *Public Service Act* on or before August 20, 2007 or pursuant to Part III of the *Public Service of Ontario Act, 2006* after that date, if during said period of service the member was not expressly appointed pursuant to the *Public Service Act* or *Public Service of Ontario Act, 2006*. *(O.C. 821/2008)*

**PAYMENT**

- (2) To purchase credit referred to in clause (1)(c) or (d), a member shall pay to the Fund the amount determined by the Board on the recommendation of the actuary to be equal to the actuarial value of the benefits to which the member will become entitled on obtaining the credit.

**IDEM**

- (3) To purchase the credit referred to in clause (1)(b), (f), (i) or (j), a member shall pay into the Fund an amount equal to the product of, *(O.C. 1904/2009) (O.C. 1862/2021)*
  - (a) the annual salary rate of the member on,
    - i. in the case of credit referred to in clause (1)(j), during the temporary part-time work arrangement, and
    - ii. in all other cases, the date when the member's written application containing all information required by the Board for the purchase of the credit is received by the Board; *(O.C. 1862/2021)*
  - (b) the contribution rates,
    - i. for service after December 31, 1989, as determined under section 6 as may be modified by an Act of the Legislature, and *(O.C. 1795/2008)*
    - ii. for service prior to January 1, 1990, as determined under the *Public Service Superannuation Act*, being chapter 419 of the Revised Statutes of Ontario, 1980 and as amended, and under the *Superannuation Adjustment Benefits Act*, being chapter 490 of the Revised Statutes of Ontario, 1980 and as amended, or any predecessor Acts; and
  - (c) the length in years of the period of prior service for which credit is purchased. *(O.C. 1626/94)*

**ANNUAL SALARY RATE LIMITED**

- (3.1) The annual salary rate referred to in this section shall not exceed the maximum benefit salary rate for that year. (O.C.3046/98) (O.C. 1299/2021)

**RE-INSTATEMENT – PRE-OCTOBER 1, 2021**

- (4) Where a member last became a member of the Plan on or before September 30, 2021, despite subsection (3), if any payment has been made from the Fund, the OPSEU Pension Fund or a predecessor fund in respect of the service for which credit is being purchased under clause (1)(b), and if the total amount paid, plus interest thereon from the payment date at such rate as the Board determines, exceeds the amount determined under subsection (3) for the purchase of that credit in the Plan, the member making the purchase shall pay the higher amount. (O.C. 3043/98) (O.C. 1299/2021)

**RE-INSTATEMENT – POST-SEPTEMBER 30, 2021**

- (4.1) Where a member last became a member of the Plan on or after October 1, 2021, despite subsections (3) and (6), if any payment has been made from the Fund, the OPSEU Pension Fund or a predecessor fund in respect of the service for which credit is being purchased under clause (1)(b), the member making the purchase shall pay the greater of:
- (a) the total amount paid from the Fund, the OPSEU Pension Fund or a predecessor fund in respect of such service, plus interest thereon from the payment date at such rate as the Board determines; and
  - (b) the amount determined under subsection (2). (O.C. 1299/2021)

**PURCHASES OF CREDIT UNDER SUBSECTION 1(a), 1(e) OR 1(h)**

- (5) To purchase credit referred to in clause 1(a), (e) or (h), a member shall pay to the Fund an amount equal to the product of, (O.C. 1904/2009)
- (a) the annual salary rate of the member on the date when the member's written application containing all information required by the Board for the purchase of the credit is received by the Board;
  - (b) twice the contribution rates
    - i. for service after December 31, 1989, as determined under section 6 as may be modified by an Act of the Legislature, and (O.C. 1795/2008)
    - ii. for service prior to January 1, 1990, as determined under the *Public Service Superannuation Act*, being chapter 419 of the Revised Statutes of Ontario, 1980 and as amended, and under the *Superannuation Adjustment Benefits Act*, being chapter 490 of the Revised Statutes of Ontario, 1980 and as amended, or any predecessor Acts; and
  - (c) the length in years of the period of prior service for which credit is purchased. (O.C. 1626/94)

- (5.1)(a) Upon receiving an application from a member to purchase credit under clause (1)(g), the Board shall:

- i. calculate a required transfer amount consisting of,
    1. the Actuarial Present Value of the entitlement that the member would have had in the Plan on the date the member terminated his or her membership in the OPSEU Pension Plan, if the member's credit in the OPSEU Pension Plan were credit in the Plan, less
    2. the refund of excess contributions, if any, paid or payable to the member or with respect to him or her by the administrator of the OPSEU Pension Plan as required by subsections 39(1) and (4) of the *Pension Benefits Act*, as amended from time to time, in respect of the service for which the member has the entitlement to the deferred pension, plus
    3. interest on the amount under 1, after reduction under 2, calculated from the date that the member terminated his or her membership in the OPSEU Pension Plan to the end of the month preceding the date that the Request for Transfer Amount is issued to the administrator of the OPSEU Pension Plan at the rate of interest specified in the Schedule of Actuarial Assumptions under the Multilateral Portability Agreement, and
  - ii. issue a Request for Transfer Amount to the administrator of the OPSEU Pension Plan for the amount calculated under subclause (i).
- (b) To establish the credit referred to in clause (1)(g), the member shall:
- i. pay to the Fund:
    1. the amount, if any, by which the amount requested in subsection (5.1)(a), exceeds the amount paid by the OPSEU Pension Plan, excluding any interest paid under subsection 36.2(2), in response to the Request for Transfer Amount issued under subclause (a)(ii), and
    2. the amount, if any, under paragraph (5.1)(a)(i) 2, plus interest calculated from the date that the member terminated his or her membership in the OPSEU Pension Plan to the end of the month preceding the date that the Request for Transfer Amount is issued to the administrator of the OPSEU Pension Plan at the rate of interest specified in the Schedule of Actuarial Assumptions under the Multilateral Portability Agreement, plus
    3. interest on the amounts under 1 and 2 at such rate as the Board determines, and
  - ii. forfeit the deferred pension in the OPSEU Pension Plan.
- (c) Where the member does not pay the full amount required under clause (b), credit shall only be given to the member for the proportion of the credit in the OPSEU Pension Plan that the amounts, paid to the Fund by both the administrator of the OPSEU Pension Plan in response to the Request for Transfer Amount under subclause (a)(ii), excluding any interest paid under subsection 36.2(2), and by the member under clause (b), excluding any interest at the rate under paragraph (b)(i) 3, bear to

the Actuarial Present Value referred to under paragraph (a)(i) 1, plus interest on that amount as calculated under paragraph (a)(i) 3. *(O.C. 3043/98)*

**LIMITATION**

(6) Any credit referred to in subsection (1), or any credit transferred from another pension plan that is not paid for by the amount transferred to the Plan under Sections 36, 36.1, or 36.3 may be purchased if:

(a) application therefore is made to the Board in writing within twenty-four months after the latest of,

- i. the day on which the member for whom credit is to be purchased first became a member of the Plan, or in the case that the member was a member of the OPSEU Pension Plan immediately prior to becoming a member of the Plan, the date on which the member became a member of the OPSEU Pension Plan;
- ii. the last day of the period for which credit is being purchased; *(O.C. 1263/2010)*
- iii. in the case of credits referred to under clause (1)(g), the first day of membership in the Plan;
- iv. in the case of credits under Sections 36, 36.1 or 36.3, the date the member has been notified by the Board of the outstanding amount; and
- v. in the case of credit referred to under clause (1)(j):
  - a. the last day of the period for which credit is being purchased; and
  - b. July 31, 2021. *(O.C. 1862/2021)*

by paying into the Fund the amount set out in subsections (2), (3), (4), (5), (5.1) or the amount determined by the Board to be outstanding under a reciprocal agreement or provision under Sections 36, 36.1 or 36.3 as applicable. *(O.C. 2237/2017)*

Or

(b) application therefore is made in writing after the timeline set out in clause (a) above where the member pays into the Fund the amount set out in subsection (2). *(O.C. 1904/2009)*

(6.1) Credit purchased after 1991 by a member for service prior to 1992 for leaves of absence for special purposes pursuant to clause (1)(e) shall not exceed a total of two years. *(O.C.1349/94)*

**INSTALMENTS**

(7) If the amount payable by a member to purchase credit under this section exceeds \$500, the amount may be paid in such number of instalments of principal and interest over a period of not more than ten years as the Board permits in accordance with terms and conditions established for instalment payments and for the completion of payment on the death or retirement from employment of the member.

**MATCHING PAYMENTS NOT REQUIRED**

- (8) The employer is not required to pay to the Fund an amount equal to a payment made by any person under subsections (2), (4.1), (5), (5.1), clause (6)(b) or section 36, 36.1, 36.3, 36.4 or 36.5. (O.C. 1904/2009) (O.C. 868/2019) (O.C. 507/2021) (O.C. 1299/2021)

**SERVICE AS A JUSTICE OF THE PEACE**

- (9) For the purposes of clause 1(b), a period of service with an employer who contributed to the Fund shall include any period prior to the person becoming a member in which that person performed services as a justice of the peace and received remuneration for those services. (O.C. 611/97)
- (9.1) For the purposes of clause 1(b), a period of service with an employer who contributed to the Fund shall include any period prior to the person becoming a member in which that person performed services as an Associate Judge and received remuneration for those services. (O.C. 553/2002)(O.C. 1125/2021)
- (10) Where a member who was a member of the OPSEU Pension Plan immediately prior to becoming a member of the Plan,
- (a) has been given credit in the Plan under subsection 36.1 (1),
  - (b) had prior to her or his last date of membership in the OPSEU Pension Plan:
    - i. elected to purchase credit for prior service in that plan, and
    - ii. agreed to pay the required amount in instalments, and,
  - (c) had not completed making the required instalment payments,
- the Board shall accept the outstanding payments from the member and the member's credit in the plan shall be increased as the instalment payments are received by the Board. (O.C. 3043/98)
- (11) Notwithstanding the requirement for a member who wishes to purchase credit in the plan in respect of a period set out in clause (1)(h) to pay the amount set out under subsection (5), the employer may instead notify the Board to allow the member to purchase the credit by paying into the Fund the amount set out under subsection (3). (O.C. 1904/2009)

**TEMPORARY PART-TIME WORK ARRANGEMENT**

- (12) A member may not purchase credit in the Plan under clause (1)(j) unless, on the first day of the period for which credit is being purchased, the member had been employed by the employer or its predecessor for at least 36 months.
- (13) The requirement in subsection (12) shall have effect only while the requirement to the same effect in the *Income Tax Act* (Canada) or any regulations under that Act is in force. (O.C. 1862/2021)

## **12. CONTRIBUTION, SALARY AND SERVICE RECORD**

- 12.- The Board shall cause a record to be kept of each member's contributions to the Fund, of the total period of service for which a member has credit in the Plan, and of the annual salary rates of each member while a member and of all other information necessary for the administrative, actuarial and financial requirements of the Plan.



## 13. REFUNDS

### REFUNDS BEFORE TWENTY-FOUR MONTHS' MEMBERSHIP

13.-(1) Revoked. ([O.C. 236/2015](#))

### REFUND BEFORE TEN YEARS' MEMBERSHIP

(2) Revoked. ([O.C. 236/2015](#))

### REFUND BEFORE AGE FORTY-FIVE

(3) Revoked. ([O.C. 236/2015](#))

### REFUND AFTER AGE SIXTY-FIVE

(4) Revoked. ([O.C. 236/2015](#))

### IDEM

(5) Revoked. ([O.C. 236/2015](#))

### REFUND ON DEATH WHERE NO SURVIVOR

(6) If a member or former member dies before the month when payment of his or her pension is to commence, and if the member or former member is not survived by a child or children under eighteen years of age or by a spouse from whom the member or former member is not living separate and apart at the member's or former member's death, the refund provided by subsection (12) shall, with respect to service before the 1st day of January, 1987, be paid to the beneficiary designated by the member or former member pursuant to section 22 or, if no such beneficiary is designated, to the member's or former member's estate. ([O.C. 1349/94](#)) ([O.C. 236/2015](#)) ([O.C. 868/2019](#))

### IDEM

(7) Revoked. ([O.C.2776/94](#)) ([O.C. 236/2015](#))

### REFUND ON DEATH TO SURVIVOR

(8) If a member or former member dies before the month when payment of his or her pension is to commence, and before completing ten years of continuous membership and with credit in the Plan for less than ten years, and the member or former member is survived by a child or children under eighteen years of age or by a spouse from whom the member or former member is not living separate and apart, the spouse, or if there is no such spouse surviving, the child or children under eighteen years of age is or are, as the case requires, entitled to the refund provided by subsection (12) and to the payment provided by subsection (14) with respect to service before the 1st day of January, 1987. ([O.C. 236/2015](#)) ([O.C. 868/2019](#))

**REFUND WHEN CONTRIBUTIONS EXCEED PENSION**

- (9) The amount, if any, by which the total of contributions made to the Fund by or directed by a member under subsection 6 (6) exceeds the total payments made from the Fund to the member as a former member and as a survivor pension to the former member's spouse or child or children as a result of the former member's death shall be paid to
- (a) the beneficiary designated pursuant to section 22; or
  - (b) if there is no such designated beneficiary, the former member's estate.  
*(O.C. 1349/94) (O.C. 229/2016) (O.C. 868/2019)*

**IDEM**

- (10) Despite subsection (9), if a former member who is in receipt of a pension dies survived by a child or children under eighteen years of age or by a spouse from whom the former member is not living separate and apart, and if none of them is entitled to a survivor pension under the Plan as a result of the death of the former member, the amount, if any, by which the amounts mentioned in subsections (12) and (14) exceed the total payments made from the Fund to the former member shall be paid to the surviving spouse, or if there is no surviving spouse, to the child or children, if any, of the former member under eighteen years of age at the former member's death. *(O.C. 236/2015)*

**REFUND FOR DISABLED MEMBER**

- (11) A member with credit in the Plan for less than ten years and with less than ten years of continuous membership in the Plan who ceases to be a member because of an illness which the Board finds to have caused him or her to be totally and permanently disabled is entitled, upon application to the Board, to be paid from the Fund the amount, if any, by which,
- (a) the amounts mentioned in subsections (12) and (14),  
exceed,
  - (b) the aggregate of the amount of the commuted value of any pension benefit for which the member is eligible and the amount of any refund to which the member is entitled under subsection (15).  
*(O.C. 1349/94) (O.C. 236/2015)*

**SERVICE REFUND**

- (12) A person entitled to a refund provided by this subsection is entitled to be paid from the Fund an amount equal to the total of the contributions made to the Fund or a predecessor fund by or directed by the member in respect of employment or service together with the interest credited in the Fund to the member. *(O.C. 236/2015) (O.C. 229/2016)*

**POST-1986 SERVICE REFUND**

- (13) Revoked. *(O.C. 236/2015)*

**ADDITIONAL PAYMENT**

- (14) A person entitled to a payment provided by this subsection is entitled to be paid from the Fund an additional amount equal to,
- (a) the amount of a refund to which the person is also entitled under subsection (12),  
less
  - (b) any portion of the amount of the refund that is attributable to a payment made by the member under subsection 11(2), (4.1) or (5), section 36, 36.3, 36.4 or 36.5 and interest credited to the member in respect thereof. [\(O.C. 236/2015\)](#) [\(O.C. 2237/2017\)](#) [\(O.C.609/2018\)](#) [\(O.C. 507/2021\)](#) [\(O.C. 1299/2021\)](#)

**50 PER CENT RULE**

- (15) The amount by which the total of the contributions, other than contributions made to the Fund by or directed by a member in respect of employment or service for any period after the 31st day of December, 1986 under subsection 11(2), (4.1) or (5), 36.3(4) or (5), 36.4(4) or 36.5(4), or any top-up payments made under section 36, 36.1, 36.3, 36.4 or 36.5, and the interest credited to the member in the Fund on those contributions exceeds one-half of the commuted value, excluding credit in the Plan for contributions made in respect of employment or service after the 31st day of December, 1986, under subsection 11(2), (4.1) or (5), 36.3(4) or (5), 36.4(4) or 36.5(4), or any top-up payments made under section 36, 36.1, 36.3, 36.4 or 36.5 of the pension or deferred pension in respect of that employment or service to which the member is entitled on ceasing to be a member, shall be refunded to the former member. [\(O.C. 229/2016\)](#) [\(O.C. 609/2018\)](#) [\(O.C. 868/2019\)](#) [\(O.C. 507/2021\)](#) [\(O.C. 1299/2021\)](#)
- (15.1) Where a member was, prior to becoming a member of the Plan, a member of the OPSEU Pension plan, and the member's credits in that plan were transferred to the Plan under section 36.1 or purchased under clause 11(1)(g), the contributions included in the calculation under section (15) shall include contributions made by the member to the OPSEU Pension Plan, other than contributions made to that Plan that are comparable to those excluded under subsection (15). [\(O.C. 3043/98\)](#)

**EXCESS PAST SERVICE PAYMENTS REFUNDED**

- (16) The amount by which the total of the payment to the Fund made under subsection 11(2), (4.1) or (5), section 36.3(4) or (5), 36.4(4) or 36.5(4), or any top-up payments made under section 36, 36.1, 36.3, 36.4 or 36.5 and the interest credited to the member on that payment in accordance with the *Pension Benefits Act* exceeds the commuted value of the credit in accordance with the Plan that was purchased with that payment and that is included in a deferred pension that the member has elected to transfer under subsection 16 (6) or in a deferred pension that the member is paid pursuant to subsection 18(3), shall be refunded to the former member. [\(O.C. 236/2015\)](#)[\(O.C. 609/2018\)](#) [\(O.C. 868/2019\)](#), [\(O.C.507/2021\)](#) [\(O.C. 1299/2021\)](#)

**LUMP SUM PAYMENTS**

- (17) A payment or refund to be made under this section shall be paid in a lump sum payment.

**CREDIT REDUCED**

- (18) A refund made under this section, other than subsection (15), reduces the member's or former member's credit in the Plan by the period of time in respect of which the refund is calculated.

**INTERPRETATION**

- (19) For the purpose of subsections (6), (8) and (9), a child shall not be deemed to have attained eighteen years of age if the child would not, for the purpose of section 23, be deemed to have attained that age. [\(O.C. 236/2015\)](#)

**RETURN OF UNAUTHORIZED CONTRIBUTIONS**

- (20) Where in the opinion of the Board, a payment made to the Fund by a person in purported reliance on sections 6, 10 or 11, or subsection 7(1), is found to have been made without proper authority, the Board shall return to the person the unauthorized payment, together with interest as if the unauthorized payment were a refund under subsections (12). [\(O.C. 303/94\)](#) [\(O.C. 236/2015\)](#)

**BOARD TO SPECIFY REQUIRED DESIGNATION FORM**

- (21) Revoked. [\(O.C. 1349/94\)](#) [\(O.C. 868/2019\)](#)

## 14. DISABILITY PENSION

- 14.-(1) Subject to subsection (2), where a member with ten or more years of credit or with ten or more years of continuous membership in the Plan applies to the Board and is found by the Board to be totally and permanently disabled, the member is entitled to a disability pension under this section upon resigning from employment.

### REVIEW BY BOARD

- (2) The Board may at any time review the case of any former member to whom a pension is paid under this section and,
- (a) if the former member applied for the disability pension after December 31, 1991 and, in the opinion of the Board, is no longer totally and permanently disabled, the payment of the disability pension shall cease; or
  - (b) if the former member applied for the disability pension before January 1, 1992 and has, in the opinion of the Board, recovered sufficiently to perform his or her duties, or to perform other duties in the public service, the Board shall report the case to the Minister, or to such person designated by the Minister, and to the ministry, agency or other organizational unit where the former member was employed immediately before his or her disability, whereupon the former member shall be considered for re-employment and, in the event re-employment is offered, payment of the disability pension shall cease whether or not the offer of re-employment is accepted. ([O.C. 1349/94](#))

### RE-EMPLOYMENT

- (3) (Revoked) ([O.C. 1349/94](#))

### OTHER PENSION ENTITLEMENT NOT AFFECTED

- (4) The termination of the payment of a pension under this section in accordance with subsection (2) does not affect a former member's right to apply for a pension for which he or she is eligible under any other provision of the Plan. ([O.C. 868/2019](#))

## 15. ELIGIBILITY FOR UNREDUCED PENSION

### PENSION AT AGE SIXTY-FIVE

15.-(1) Every member who ceases to be a member of the Plan on or after attaining sixty-five years of age is entitled to a pension computed in accordance with the Plan. (O.C. 236/2015)

### PENSION AT AGE SIXTY

- (2) Every member who has at least twenty years of credit in the Plan and who ceases to be a member of the Plan pursuant to subsection 3(1)(b), on or after attaining sixty years of age is entitled to a pension computed in accordance with the Plan. (O.C. 868/2019)

### NINETY-YEAR RULE

- (3) Every member who has credit in the Plan for a period of time that, when added to the member's age on the date the member ceases to be a member of the Plan pursuant to subsection 3(1)(b), totals at least ninety years is entitled to a pension computed in accordance with the Plan. (O.C. 868/2019)

### RETIREMENT FROM ONTARIO PROVINCIAL POLICE

- (4) (a) Every member who has at least thirty years of credit in the Plan, who is a police officer with the Ontario Provincial Police on the date he or she ceases to be a member of the Plan, and who ceases to be a member of the Plan pursuant to subsection 3(1)(b), on or after attaining fifty years of age is entitled to a pension computed in accordance with the Plan. (O.C. 448/2009) (O.C. 868/2019) (O.C. 1713/2019)
- (b) Every member who is employed in the civilian bargaining unit represented by the Ontario Provincial Police Association, and who has credit in the Plan for a period of time that, when added to the member's age on the date the member ceases to be a member of the Plan pursuant to subsection 3(1)(b) on or after January 1, 2020, totals at least eighty-five years, is entitled to a pension computed in accordance with the Plan. (O.C. 1713/2019)

### GROW-IN

- (4.1) Where a member:
- (a) is terminated from employment by an employer other than for wilful misconduct, disobedience or wilful neglect of duty by the member that is not trivial and has not been condoned by the employer or any other circumstance that may be prescribed under the *Pension Benefits Act*, and
- (b) the effective date of the termination is on or after July 1, 2012, and
- (c) has continuous employment or membership in the Plan for a period of time that, when added to the member's age on the date the member ceases to be a member of the Plan, totals at least 55, (O.C. 868/2019)

the member is entitled to a pension under the plan on the date that the member would become entitled to a pension under subsections (2), (3) or (4) as if the termination had not occurred until that time. *(O.C. 236/2015) (O.C. 868/2019)*

- (4.2) The pension under Section 4.1 is calculated based on the credit accrued as of the date the member ceased to be a member of the plan. *(O.C. 236/2015)*
- (4.3) Payment of a pension to which a member is entitled under subsection (4.1) shall commence in the month following the month when the member would have become entitled to a pension under subsections (2), (3) or (4) as if the termination had not occurred until that time. *(O.C. 868/2019)*

**PAYMENT**

- (5) Subject to subsection (4.3) payment of a pension to which a member is entitled under this section shall commence in the month following the month when the member ceases to be a member of the Plan. *(O.C. 868/2019)*

**PAYMENT EXCEPTION FOR JUSTICES OF THE PEACE**

- (6) Where the following conditions are met, payment of a pension to which a Justice of the Peace is entitled shall commence to be paid on the earlier of the month following the month in which (i) the member ceases to hold office as a full-time or part-time Justice of the Peace as defined under Section 2 of the *Justices of the Peace Act*, or (ii) the member attains age 75:
- (a) a waiver is obtained under the *Income Tax Act (Canada)* ("ITA") or any regulations under the ITA, that has the effect of permitting the member to delay the start of the member's pension under the Plan beyond the maximum age for contributions as set out in the ITA, subject to the terms of such waiver, including any requirement for the member's pension to not be adjusted under the Plan for the period of delay;
- and
- (b) the waiver described in clause (a) above remains in effect and has not been withdrawn. *(O.C. 1901/2009) (O.C. 516/2017)*
- (7) Where the following conditions are met, payment of a pension to which a Associate Judge is entitled shall commence to be paid on the earlier of the month following the month in which (i) the member ceases to hold office as a Associate Judge under the *Courts of Justice Act*, or (ii) the member attains age 75:
- (a) a waiver is obtained under the *Income Tax Act (Canada)* ("ITA") or any regulations under the ITA, that has the effect of permitting the member to delay the start of the member's pension under the PSPP beyond the maximum age for contributions set out in the ITA, subject to the terms of such waiver, including any requirement for the member's pension to not be adjusted under the PSPP for the period of delay; and
- (b) the waiver described in clause (a) remains in effect and has not been withdrawn. *(O.C. 516/2017) (O.C. 1125/2021)*

## 16. DEFERRED PENSION

- 16.-(1) Every member who ceases to be a member, and who is neither in receipt of a pension provided for in section 14 nor entitled to a pension provided for in section 15 is entitled to a pension computed in accordance with the Plan. *(O.C. 236/2015)*

### PAYMENT OF PENSION UNDER SUBS. (1)

- (2) Payment of the pension provided for in subsection (1) shall commence in the month following the month when:
- (a) the former member will attain sixty-five years of age,
  - (b) the former member attains the earliest unreduced retirement date to which he or she is entitled under subsection 15(4.1), or
  - (c) if the former member so elects in writing to the Board, payment of the pension shall, subject to the reductions mentioned in section 17, commence in the month following any month that is not earlier than the month when the former member will attain fifty-five years of age or later than the month when the former member will attain sixty-five years of age. *(O.C. 868/2019)*

### PRE-1966 CREDIT

- (3) Every member who, on ceasing to be a member, has credit in the Plan that is equal to a period of time commencing before the 1st day of January, 1966 and ending with the day the member ceases to be a member, and who is neither in receipt of a pension provided for in section 14 nor entitled to a pension provided for in section 15, is entitled to a pension computed in accordance with the Plan.

### PAYMENT OF PENSION UNDER SUBS. (3)

- (4) Payment of the pension provided for in subsection (3) shall commence in the month following the month when the former member will attain sixty years of age, or if the former member so elects in writing to the Board, payment of the pension shall, subject to the reductions mentioned in section 17, commence in the month following any month that is not earlier than the month when the former member will attain fifty years of age or later than the month when the former member will attain sixty years of age.

### REVOCATION OF ELECTION

- (5) An election made under subsection (2) or (4) may, with the approval of the Board, be revoked by the member or former member, and a fresh election in writing to the Board may be made if the commencement of payment therein provided for is neither earlier than the month following the month when the fresh election is delivered to the Board nor earlier than is permitted by subsection (2) or (4), whichever is applicable, and is not later than the latest month permitted by subsection (2) or (4), whichever is applicable, but no election may be revoked after payment of the pension is due to commence.



**TRANSFER OF COMMUTED VALUE OF PENSION**

- (6) A former member who is entitled to a pension under subsection (1) or (3) and who has not attained fifty-five years of age in the case of a pension mentioned in subsection (1) or has not attained fifty years of age in the case of a pension mentioned in subsection(3) may require the commuted value of the pension to be paid, subject to section 42 of the *Pension Benefits Act* and to the regulations made under that Act, [\(O.C. 236/2015\)](#)
- (a) to the pension fund of another pension plan that agrees to accept the payment;
  - (b) into a retirement savings arrangement prescribed under the *Pension Benefits Act*; or
  - (c) for the purchase for the former member of a deferred life annuity under which payments will not commence before the former member attains fifty-five years of age, if the pension the commuted value of which is paid is mentioned in subsection (1), or fifty years of age, if the pension the commuted value of which is paid is mentioned in subsection (3), and if the contract to purchase the annuity meets the requirements prescribed under the *Pension Benefits Act*. [\(O.C. 236/2015\)](#)

(6.1)(a) Where a former member who is entitled to a pension under subsection (1) or (3) has become a member of the OPSEU Pension Plan and the Board has received from the administrator of that plan a Request for Transfer Amount in respect of credit for which the former member has an entitlement under subsections (1) or (3), the Board shall pay to the administrator of the OPSEU Pension Plan not later than 90 days from the date of issue of the Request for Transfer Amount, the lesser of the requested amount, and:

- i. the Actuarial Present Value of the members credit in the Plan, less
- ii. the refund of excess contributions with respect to the former member's credit in the Plan, if any, paid or payable to the former member by the Plan under subsections 13(15) and (16), plus
- iii. interest on the amount under clause (i), calculated after reduction under clause (ii) from the date that the member terminated membership in the Plan to the end of the month preceding the date that an Request for Transfer Amount was issued by the administrator of the OPSEU Pension Plan at the rate of interest specified in the Schedule of Actuarial Assumptions under the Multilateral Portability Agreement;

and shall provide the administrator of the OPSEU Pension Plan with the record of the former member's contributions and any other information required to calculate the Actuarial Present Value.

- (b) Upon payment of the amount specified in clause (a), the Board, Plan and Fund are discharged of any further claims by the former member and the administrator of the OPSEU Pension Plan. [\(O.C. 3043/98\)](#)

**MEMBERSHIP PRIOR TO JULY 1, 2012 – RIGHT TO PRIOR REFUND AND BENEFITS**

- (6.2) Notwithstanding any other section of the Plan, if a person terminated membership in the Plan prior to July 1, 2012 and did not receive his or her refund or pension benefits under the Plan at the time of termination, the person (and his or her spouse or beneficiaries as applicable) shall be entitled to the refund or pension benefit that was applicable to that person or persons in accordance with the terms of the Plan as it read on the date of termination. [\(O.C. 868/2019\)](#)

**TRANSITION RULE – PERSONS WHO TERMINATED MEMBERSHIP PRIOR TO JULY 1, 2012 – NO RIGHT TO PENSION FROM IMMEDIATE VESTING**

- (6.3) Notwithstanding any other section of the Plan, a person who terminated membership in the Plan prior to July 1, 2012 shall not become entitled (and his or her spouse or beneficiaries as applicable shall not become entitled) to pension benefits under the Plan that apply as a result of the changes to the *Pension Benefits Act* establishing immediate vesting that became effective on July 1, 2012. (O.C. 868/2019)

**LUMP SUM PAYMENT TO TERMINALLY ILL FORMER MEMBER**

- (7) Despite subsection (6) and subject to subsections (9), (10) and (12), the Board will pay the commuted value referred to in subsection (6) in a lump sum to a former member who applies to the Board for the payment and who can be found by the Board, on the basis of medical evidence presented, to have a life expectancy of less than twenty-four months.

**IDEM**

- (8) Revoked. (O.C. 868/2019)

**SUBJECT TO FAMILY LAW ACT**

- (9) Any payments under subsection (7) will be subject to the provisions of a domestic contract as defined in Part IV of the *Family Law Act* and to any order under Part I of that Act, to the extent permitted by the *Pension Benefits Act*. (O.C. 868/2019)

**WAIVER BY SPOUSE**

- (10) Where the former member had a spouse at the time of the application in subsection (7), no payment shall be made by the Board unless the person who was the spouse at the time of the application files with the Board a waiver of all further claims against the Plan, the Fund and the Board that is substantially the same as Form 4 in the Regulation under the *Pension Benefits Act*.

**WAIVER BY DESIGNATED PAYMENT OR REFUND RECIPIENT, OR BENEFICIARY**

- (10.1) Revoked. (O.C.2776/94) (O.C. 868/2019)

**IDEM**

- (11) Revoked. (O.C. 868/2019)

**IDEM**

- (11.1) Revoked. (O.C.2776/94) (O.C. 868/2019)

**DISCHARGE OF BOARD, PLAN AND FUND**

- (12) A payment under subsection (7) discharges and releases the Board, the Plan and the Fund or the financial institution as the case may be from all claims. (O.C. 494/93) (O.C. 868/2019)

## 17. COMPUTATION OF PENSION

- 17.-(1) Subject to subsections 15(1) and 16(1) and to the other subsections of this section, the annual amount of every pension payable to a former member, effective January 1, 1992 is 2 per cent of the former member's average annual salary multiplied by the former member's years of credit in the Plan, including any fraction of a year to a maximum of thirty-five years with respect to service prior to January 1, 1992. *(O.C.2776/94)*

### GUARANTEE FOR ONTC CREDIT PRIOR TO MAY 1, 2018

- (1.1) Subject to the other subsections of this Section, the annual amount of every pension payable to a former member with respect to credit that was transferred to the Plan from the ONTC Plan in respect of service prior to May 1, 2018 shall be calculated as follows:
- (a) before a former member attains sixty-five years of age, as the greater of:
    - i. the annual amount of pension calculated in accordance with subsection 17(1) of the Plan, and
    - ii. 2 per cent of the former member's "Highest Average Earnings" under the ONTC Plan as of April 30, 2018 multiplied by the years and completed months of transferred credit; and
  - (b) when a former member who is in receipt of a pension attains sixty-five years of age or who is not in receipt of a pension commences to receive a pension on or after attaining sixty-five years of age, as the greater of:
    - i. the annual amount of pension calculated in accordance with subsection 17(1) less the reduction under subsection 17(3) of the Plan, and
    - ii. 2 per cent of the former member's "Highest Average Earnings" under the ONTC Plan multiplied by the years and completed months of transferred credit minus 0.5 per cent of the member's "Highest Average Earnings" not in excess of the "Highest Average CPP Earnings" under the ONTC Plan multiplied by the years and completed months of transferred credit, all as of April 30, 2018.
- (1.2) The annual amount of every pension provided for in subsection (1.1) shall be subject to the reductions set out in subsections 17 (4) to (9) and sections 20 and 21 of the Plan, as applicable, and the equivalent reduction provisions of the ONTC Plan shall not apply.

- (1.3) For greater certainty, the amount calculated under subparagraph (1.1)(b)(ii) shall not be subject to the reduction under subsection 17(3). *(O.C. 609/2018)*

### GUARANTEE FOR AGRICORP CREDIT PRIOR TO MAY 1, 2021

- (1.4) Subject to the other subsections of this section, with the exception of subsection (3), the annual amount of every pension payable to a former member with respect to credit that was transferred to the Plan from the AgriCorp Plan in respect of service prior to May 1, 2021 shall be calculated as follows:

- (a) before a former member attains sixty-five years of age, as the greater of:
    - (i) the annual amount of pension calculated in accordance with subsection (1), and
    - (ii) 2 per cent of the former member's "Best Average Earnings" under the AgriCorp Plan as of April 30, 2021 multiplied by the years and completed months of transferred credit; and
  - (b) when a former member who is in receipt of a pension attains sixty-five years of age or who is not in receipt of a pension commences to receive a pension on or after attaining sixty-five years of age, as the greater of:
    - (i) the annual amount of pension calculated in accordance with subsection (1) less the reduction under subsection (3), and
    - (ii) 2 per cent of the former member's "Best Average Earnings" under the AgriCorp Plan as of April 30, 2021 multiplied by the years and completed months of transferred credit.
- (1.5) The annual amount of every pension provided for in subsection (1.4) shall be subject to the reductions set out in subsections (4) to (9) and sections 20 and 21, as applicable, and the equivalent reduction provisions of the AgriCorp Plan shall not apply.
- (1.6) For greater certainty, the amount calculated under subparagraph (1.4)(b)(ii) shall not be subject to the reduction under subsection (3). ([O.C. 507/2021](#))

### PENSION FOR PRE-1966 CREDIT

- (2) The annual amount of pension payable to a former member who, on ceasing to be a member, has credit in the Plan that is equal to a period of time commencing before the 1st day of January, 1966 and ending with the day the member ceases to be a member, who has not attained sixty-five years of age shall be computed in accordance with subsection (1) as though the reference to sixty consecutive months in determining the former member's average annual salary were a reference to thirty-six consecutive months and shall be paid, subject to the reduction required by subsection (5), until the former member attains sixty-five years of age at which time the former member's pension shall be recomputed in accordance with subsection (1) without reference to this subsection. ([O.C. 2252/2000](#))

### LIFETIME PENSION

- (3) When a former member,
- (a) who is in receipt of a pension attains sixty-five years of age; or
  - (b) who is not in receipt of a pension commences to receive a pension on or after attaining sixty-five years of age,
- the annual amount of the pension computed under subsection (1) shall be reduced by the product of,
- (c) 0.7 per cent of the lesser of,

- i. the former member's average annual salary, and
  - ii. the former member's average year's maximum pensionable earnings; and
- (d) the number of years, including any fraction of a year, of the former member's credit in the Plan for service on or after the 1st day of January, 1966 to a maximum of thirty-five years. [\(O.C. 3043/1998\)](#)

**EARLY RETIREMENT REDUCTION**

- (4) The annual amount of every pension provided for in subsection 16(1) shall, after computation in accordance with subsection (1), be reduced by five-twelfths of 1 per cent thereof for each month in the period commencing with the first day of the month in which payment of the pension is to commence and ending with the last day of the month when the former member will attain sixty-five years of age, and when the reduction required by subsection (3) is calculated, the reduction required by this subsection applies only to the annual amount of pension payable after giving effect to the reduction required by subsection (3) and shall, if applicable, be recalculated on that basis.
- (4a) Revoked. [\(O.C. 3704/92\)](#) [\(O.C. 868/2019\)](#)

**EARLY RETIREMENT REDUCTION**

- (4.1) The annual amount of every pension provided for in subsection 15(4.1) shall, after computation in accordance with subsection (1), be reduced by five-twelfths of 1 per cent thereof for each month in the period commencing with the first day of the month in which payment of the pension is to commence and ending with the last day of the month in which the member or former member becomes entitled to a pension under subsection 15(4.1), and when the reduction required by subsection (3) is calculated, the reduction required by this subsection applies only to the annual amount of pension payable after giving effect to the reduction required by subsection (3) and shall, if applicable, be recalculated on that basis. [\(O.C. 868/2019\)](#)

**IDEM, PRE-1966 CREDIT**

- (5) The annual amount of every pension provided for in subsection 16(3) shall, after computation in accordance with subsection (2), be reduced as required by the *Public Service Superannuation Act*, as it read on the 31st day of December, 1965, and the reduction shall continue until the former member attains sixty-five years of age upon which time the former member's pension shall be recomputed in accordance with subsection (1) and reduced as required by subsection (3), and the annual amount of pension payable after that reduction shall be further reduced by five-twelfths of 1 per cent thereof for each month in the period commencing with the first day of the month in which payment of the pension commenced and ending with the last day of the month when the former member attained sixty years of age. (O.C. 2252/2000)

**GUARANTEE FOR PRE-1966 CREDIT**

- (6) If the annual amount of pension computed in accordance with subsection (1),
- (a) less the reduction required by subsection (3) and, if applicable subsection(5); and
  - (b) the annual amount of pension that the former member would have received from the Canada Pension Plan if that pension commenced only on the former member's attaining sixty-five years of age, other than the part of that pension derived from contributions made to the Canada Pension Plan after the former member ceased to be a member of the Plan, that is payable to a former member who,
  - (c) has credit in the Plan that is equal to a period of time commencing before the 1st day of January, 1966 and ending with the day the former member ceased to be a member of the Plan; and
  - (d) has attained sixty-five years of age,

is less than the annuity or annual amount of allowance that would be payable to the former member under the *Public Service Superannuation Act*, as it read on the 31st day of December, 1965, in respect of the former member's credit in the Plan, the amount of the difference shall be added to the annual amount of the pension computed in accordance with subsection (1) that is payable after making the reductions required by subsection (3) and, if applicable, subsection (5). (O.C. 2252/2000)

**EXCEPTION TO GUARANTEE**

- (7) There shall be excluded from the period of time mentioned in subsection 16 (3) and subsections (2) and (6) any period of time for which a former member has credit in the Plan and for which the former member was employed by a person who did not, during or after that period of time, contribute to the Fund or a predecessor fund under the Plan or the *Public Service Superannuation Act*.

**SUBSECTION (7) NOT TO APPLY**

- (7a) Subsection (7) does not apply to a former member who established in accordance with subsection 14(8a) of the *Public Service Superannuation Act* as it read on the 31st day of December 1989, a date of commencement of service that is on or before the 31st day of December, 1965. (O.C. 693/91)

**REDUCTION FOR SURVIVOR PENSION**

- (8) If, on the first day of the month when payment of the pension to a former member is to commence, the former member has a spouse from whom the former member is not living separate and apart, the annual amount of the former member's pension computed in accordance with this section, other than this subsection, shall be reduced in such manner as the Board approves to reflect the following rules:
1. Determine the present value of the pension payable to the former member and the spouse on the assumption that a survivor pension is payable to the spouse equal to one-half of the former member's pension computed in accordance with this section, other than this subsection, that the survivor pension is payable for the lifetime of the surviving spouse, and that, if the spouse was not the spouse of the former member when the former member ceased to be a member of the Plan, the annual amount of the pension to a former member shall be actuarially reduced in a manner approved by the Board to reflect the survivor pension provided for by subsection 19(1). [\(O.C. 868/2019\)](#)
  2. Determine the reduction in the amount of the former member's annual amount of pension computed in accordance with this section, other than this subsection, that is required in order to provide to the spouse of the former member, at the present value determined under paragraph 1, the survivor pension provided by subsection 19(1).
  3. Reduce the annual amount of the former member's pension computed in accordance with this section, other than this subsection, by the amount of the reduction determined under paragraph 2.

**COMPUTATION OF PARTIAL YEAR**

- (9) If a computation under this section involves a part of a year, the part shall be determined on the basis of full months, and,
- (a) any part of a month that is less than fifteen days shall be disregarded; and
  - (b) any part of a month that is fifteen days or more shall be deemed to be a month.

## 18. APPLICATION FOR PENSION

- 18.-(1) The Board is not required to commence payment of a pension to which a person is entitled under the Plan until a written application is delivered to the Board setting out such information as is prescribed and such information as is, in the opinion of the Board, necessary to establish the person's entitlement to the pension and the amount thereof.

### PAYMENT

- (2) Unless otherwise expressly provided in this Plan, a pension,
- (a) is payable in monthly instalments for life; and
  - (b) ceases to be payable after the month when the person in receipt of the pension dies or entitlement to payment of the pension ceases.

### COMMUTATION OF PENSION

- (3) If a person is entitled to be paid a pension the annual amount of which, before the reductions mentioned in subsections 17(4) and (5), or the commuted value of that pension, is not more than the thresholds set out in the *Pension Benefits Act*, in the year when the member or former member ceased to be a member of the Plan, the Board may pay the commuted value of the pension to the person as permitted by the *Pension Benefits Act*. ([O.C. 236/2015](#))



## 19. PENSION TO SURVIVING SPOUSE

- 19.-(1) Subject to subsections (2) and (3), if, on the first day of the month in which payment of a pension to a former member is to commence, the former member has a spouse from whom the former member is not living separate and apart, the spouse is, if he or she survives the death of the former member, entitled to be paid for his or her lifetime an annual amount of pension equal to 60 per cent of the annual amount of pension that the former member is entitled to receive in the month when the former member dies, and payment thereof shall commence in the month following the month when the former member dies.

### DEATH BEFORE AGE SIXTY-FIVE

- (2) If a survivor pension under subsection (1), clause (6)(a), or subsection 21(1) is payable as the result of the death of a former member before attaining sixty-five years of age and before the reduction of his or her pension in accordance with subsection 17(3), the annual amount of pension on which the survivor pension is based shall be reduced in accordance with that subsection as though the former member had attained sixty-five years of age immediately before his or her death. *(O.C. 1392/2007)*

### WAIVER OF SURVIVOR PENSION

- (3) Despite subsection (1), a member or former member and the spouse of the member or former member from whom the member or former member is not living separate and apart,
- (a) may elect that the spouse receive a survivor pension under subsection (1) of 50 per cent rather than 60 per cent if the member or former member and the spouse are not or were not living separate and apart when the member or former member ceases or ceased to be a member of the Plan pursuant to subsection 3(1)(b); or
- (b) may waive the spouse's entitlement to a survivor pension under subsection (1),
- by delivering to the Board an effective waiver in accordance with the relevant provisions of the *Pension Benefits Act*. *(O.C. 236/2015) (O.C. 868/2019)*

### REVOCAION OF WAIVER OR ELECTION

- (4) Persons who have delivered a waiver or election under subsection (3) may jointly cancel the waiver or election by written notice of cancellation signed by them and delivered to the Board before the month when the pension is to commence to be paid to the member or former member.

### REDUCTION NOT TO BE MADE

- (5) The reduction required by subsection 17(8) shall not be made if an election or waiver made as permitted by subsection (3) is in force in the month when the pension is to commence to be paid to the member or former member.

### SURVIVOR PENSION TO CHILD ON DEATH OF SPOUSE

- (6) A survivor pension is payable to an eligible child or among eligible children under eighteen years of age, or deemed to be eighteen years of age pursuant to subsection 23(3),

- (a) on the death of a former member in receipt of a pension who had upon the date of his or her pension commencement no spouse eligible for a survivor pension under this section or section 20, equal to 50 percent of the annual amount of pension paid to the former member subject to subsection (2),
- (b) on the death of a former member in receipt of a pension who has been predeceased by a spouse to whom a survivor pension would have been paid under this section or section 20, equal to the annual amount of survivor pension that would have been paid, or
- (c) on the death of a spouse to whom a survivor pension is paid under this section, sections 20, 22 or 23, equal to the annual amount of survivor pension paid. ([O.C. 1349/94](#)) ([O.C. 1392/2007](#)) ([O.C. 1862/2021](#))

## 20. INCREASED SURVIVOR PENSION

- 20.-(1) The amount of the survivor pension payable under section 19 may be increased to 65 per cent, 70 per cent or 75 per cent of the pension of the former member, after taking into account the reduction required by subsection (4), by a written direction signed by the member or former member on whose pension the survivor pension is based specifying the percentage to which the survivor pension is to be increased, and the direction shall be delivered to the Board at least twenty-four months prior to the month when payment of the pension to the member or former member is to commence. ([O.C. 868/2019](#))

### IDEM

- (2) The Board shall accept a direction mentioned in subsection (1) that is delivered to the Board after the time mentioned in that subsection and before the month when the pension is to commence to be paid to the member or former member if the Board is satisfied that the member or former member is in good health having regard to his or her age.

### WHEN DIRECTION NOT VALID

- (3) A direction delivered in accordance with subsection (1) or accepted in accordance with subsection (2) is of no effect if the member or former member who gives it dies before the month when payment of the member's or former member's pension is to commence. ([O.C. 868/2019](#))

### ACTUARIAL REDUCTION OF PENSION

- (4) The annual amount of pension computed in accordance with section 17 payable to a former member who has given a valid direction delivered in accordance with subsection (1) or accepted in accordance with subsection (2) shall be actuarially reduced in a manner approved by the Board to reflect the increased survivor pension specified in the direction, and the increased survivor pension shall be paid in lieu of that provided for in section 19.

### REVOCATION OF DIRECTION

- (5) A member or former member who gives a direction mentioned in subsection (1) or (2) may revoke the direction by a written revocation delivered to the Board before the month when payment of the member's or former member's pension is to commence. ([O.C. 868/2019](#))

## 21. POST-RETIREMENT MARRIAGE

21.-(1) Subject to subsection 19 (2), a former member who, after commencing to receive a pension and when the former member has no spouse entitled to a survivor pension under section 19, becomes the spouse of a person who would not be entitled on the death of the former member to a survivor pension under section 19 may in writing direct the Board to pay to the person, if he or she survives the death of the former member, a survivor pension for life of 50 per cent, 55 per cent, 60 per cent, 65 per cent, 70 per cent or 75 per cent of the pension received by the former member immediately before his or her death.

### TIME LIMIT

- (2) A direction mentioned in subsection (1) must be delivered to the Board,
- (a) within ninety days after the date on which the former member became the spouse of the person to whom the survivor pension is directed to be paid; or
  - (b) if immediately before the person becomes the spouse of the former member there is a child of the former member who would be entitled on the former member's death to receive a pension, within ninety days after the date the child ceases to be entitled to receive the pension.

### EXCEPTION

- (3) The Board may accept a direction mentioned in subsection (1) and delivered after the time mentioned in subsection (2) if the Board is satisfied that the former member giving the direction is in good health having regard to his or her age.

### ACTUARIAL REDUCTION OF PENSION

- (4) The annual amount of pension payable to a former member who has given a valid direction in accordance with this section shall be actuarially reduced in a manner approved by the Board to reflect the survivor pension directed to be paid and, subject to subsection (5), the survivor pension shall be paid in the percentage specified in the direction to the spouse if he or she survives the death of the former member.

### PRIOR INTEREST OF CHILD

- (5) A survivor pension under this section shall not be paid while there is a child of the deceased former member entitled to receive a pension as a result of the death of the former member.

## 22. SURVIVOR PENSION ON DEATH BEFORE PAYMENT OF PENSION

22.-(1) If a member, [\(O.C. 236/2015\)](#)

(a) dies while a member of the Plan; or

(b) dies after ceasing to be a member of the Plan and before the month when payment of his or her pension is to commence, [\(O.C. 868/2019\)](#)

the commuted value, as determined by the Board, of the member's or former member's pension benefit determined immediately prior to his or her death and on the basis only of his or her credit in the Plan for employment or service after 1986 is payable,

(c) to the spouse of the member or former member from whom the member or former member is not living separate and apart;

(d) subject to subsection (6) and (10), if no payment under clause (c) can be made, or if the member or former member has no spouse who survives the date of death of the member or former member, to the beneficiary designated in accordance with this section by the member or former member; or

(e) subject to subsection (6) and (10), if no payment can be made under clause (c) or (d), to the estate of the member or former member. [\(O.C. 1862/2021\)](#)

### PAYMENT TO SPOUSE

(2) Subject to subsection (3), the commuted value payable under subsection (1) to the spouse of a member or former member shall be paid in the form of an immediate pension for the lifetime of the spouse, and the commuted value of the pension so payable shall be equal to the commuted value payable under subsection (1), and payment thereof shall commence in the month following the month when the member or former member dies.

### ELECTION BY SPOUSE

(3) The spouse to whom an immediate pension is payable under subsection (2) may, in writing in the approved form delivered to the Board in the time fixed by the Board, elect to receive the commuted value payable under subsection (1) in the form of,

(a) a single lump sum payment equal to the commuted value payable under subsection (1); or

(b) a deferred pension the commuted value of which is equal to the commuted value payable under subsection (1).

### WAIVER OF SPOUSE'S ENTITLEMENT

(4) A member or former member and his or her spouse may, by written waiver in the approved form delivered to the Board in the time fixed by the Board, waive the spouse's entitlement under subsection (1) and, while the waiver is in effect, that subsection shall be applied as if the member or former member does not have a spouse on the date of the death of the member or former member.

### DESIGNATION OF BENEFICIARY

(5) The designation of a beneficiary for the purpose of this section shall be made and delivered to the Board in such form and manner as the Board requires.

**SURVIVOR PENSION TO CHILD**

- (6) Subject to clause (1)(c), a survivor pension is payable to an eligible child or among eligible children under eighteen years of age, or deemed to be eighteen years of age pursuant to subsection 23(3), on the death of a member who dies while a member of the Plan or after ceasing to be a member of the Plan and before the month when payment of his or her pension is to commence, equal to one half of the member's or former member's pension computed in accordance with section 17 as though the member or former member had attained sixty-five years of age and on the basis only of the member's or former member's credit in the Plan for employment or service after 1986. The survivor pension payable under this section is payable until such time as the child or children no longer meet the criteria pursuant to subsection 19(6).
- (7) If the spouse of a member or former member elects a deferred pension under clause (3)(b) and the spouse dies before the month when the deferred pension is to commence, a survivor pension is payable to an eligible child or among eligible children under eighteen years of age, or deemed to be eighteen years of age pursuant to subsection 23(3), equal to the pension calculated in subsection (6). The survivor pension payable under this section is payable until such time as the child or children no longer meet the criteria pursuant to subsection 19(6).
- (8) If the spouse of a member or former member dies after commencement of the pension under clause (2), a survivor pension is payable to an eligible child or among eligible children under eighteen years of age, or deemed to be eighteen years of age pursuant to subsection 23(3), equal to the pension calculated in subsection (6). The survivor pension payable under this section is payable until such time as the child or children no longer meet the criteria pursuant to subsection 19(6).

**PAYMENT TO CHILD**

- (9) Payment of a survivor pension to an eligible child or eligible children shall commence in the month following the month when,
  - a) with respect to the pension provided for in subsection (6), the member or former member dies; or
  - b) with respect to the pension provided for in subsection (7) or (8), the spouse dies.
- (10) The eligible child or children to whom an immediate pension is payable under subsection (6) or (7) may, in writing in the approved form delivered to the Board in the time fixed by the Board, elect to receive the commuted value of that pension in a lump sum.

**REDUCTION TO BENEFIT PAYABLE TO BENEFICIARY OR ESTATE**

- (11) The commuted value payable to the designated beneficiary under clause (1)(d) or to the estate of the member or former member under clause (1)(e), as applicable, shall be reduced by the commuted value of the survivor pension paid under subsection (6), (7) or (8). ([O.C. 1862/2021](#))

## 23. SURVIVOR PENSION FOR PRE-1987 CREDIT

- 23.-(1) If a member who has ten or more years of credit in the Plan or has ten or more years of continuous membership in the Plan dies while a member of the Plan, or dies after ceasing to be a member of the Plan and before the month when payment of his or her pension is to commence, an annual amount of pension equal to one-half of the member's or former member's pension computed in accordance with section 17 as though the member or former member had attained sixty-five years of age and on the basis only of his or her credit in the Plan for employment or service before 1987 is payable, [\(O.C. 868/2019\)](#)
- (a) to the spouse of the member or former member from whom the member or former member, at his or her death and at the cessation of his or her membership in the Plan, was not living separate and apart; or
  - (b) if no payment under clause (a) can be made, to or among such of the child or children of the member or former member as are, at the death of the member or former member, under eighteen years of age until each child attains that age or dies under that age, and the share of each of the children who attains that age or dies under that age accrues to the child or children, if any, remaining under that age.

### PAYMENT

- (2) Payment of a survivor pension under this section shall commence in the month following the month when the member or former member dies, and the survivor pension payable to a spouse under this section is payable for the life of the spouse.

### LUMP-SUM PAYMENT

- (2.1) Notwithstanding subsection (1), the spouse at the time of the death of the member or former member, or the child or children referred to in subsection (1) may advise the Board in writing to elect to receive, in lieu of the pension set out in subsection (1), a lump sum payment in the amount set out in subsection 13(12) with respect to service before the 1st day of January, 1987. [\(O.C. 236/2015\)](#) [\(O.C. 868/2019\)](#)

### EXCEPTION FOR HIGHER EDUCATION

- (3) For the purpose of this section and subsection 19(6), a child who has attained eighteen years of age shall be deemed not to have attained that age if, the child:
- (a) has been, since attaining that age and in the opinion of the Board, continuously in full-time attendance at either or both of,
    - 1. a secondary school; or
    - 2. for five years following secondary school, a post-secondary educational institution that is recognized as such by the Board; or
  - (b) has applied to the Board and been found by the Board to have a continuing mental or physical infirmity, and to have been, by reason of that infirmity financially dependent on the former member at the time of the former member's death. [\(O.C. 1392/2007\)](#)

**REVIEW OF DISABLED CHILD'S ELIGIBILITY TO SURVIVOR PENSION**

- (4) The Board may at any time review eligibility under clause (3)(b) and cease payments if satisfied on the basis of medical evidence presented that the person no longer qualifies for the disability pension in this section. ([O.C. 1392/2007](#))



## 24. INFLATION ADJUSTMENT

24.-(1) In the formulas in this section,

- “A” is the carry forward determined for the immediately preceding year, “B” is the basic ratio for the year,
- “C” is the adjustment ratio for the year,
- “D” is the basic ratio for the year next following the year when the member for whose credit in the Plan the pension in respect of which the formula is applied is payable ceased to be a member of the Plan, and shall be calculated to a maximum of 1.080 or to a minimum of 1.000, and
- “E” is the number of full months in the year that are after the month in the year when the member for whose credit in the Plan the pension in respect of which the formula is applied is payable ceased to be a member of the Plan.

### DEFINITIONS

(2) In this section,

“accumulated adjustment ratio”, for the pension of a person, means the product of the multiplication of all adjustment ratios for the years in the period commencing with the year when the member for whose credit in the Plan the pension is payable ceased to be a member of the Plan and ending with the year for which the accumulated adjustment ratio is being determined;

“adjustment ratio”, for the pension of a person, means,

- (a) for any year before the year 1976 and for the year when the member for whose credit in the Plan the pension is payable ceased to be a member of the Plan, 1.000,
- (b) if the member for whose credit in the Plan the pension is payable ceased to be a member of the Plan in or after the year 1975, for the year next following the year when the member for whose credit in the Plan the pension is payable ceased to be a member of the Plan, the ratio determined by the formula

$$\text{“}[(D - 1.000) \times E / 12] + 1.000\text{”},$$

and

- (c) for the later of the year 1976 and the second year after the year when the member for whose credit in the Plan the pension is payable ceased to be a member of the Plan and for any subsequent year, the ratio determined by the formula “A + B” calculated to a maximum of 1.080 or to a minimum of 1.000;

“basic ratio”, for a year, means the ratio expressed to three decimal places that the average for the Consumer Price Index over the last twelve months of the twenty-four-month period ending with the 30th day of September in the immediately preceding year bears to the average for the Consumer Price Index over the first twelve months of that period;

“carry forward”, with respect to the pension of a person, means,

- (a) for any year before the year 1976, for the year when the member for whose credit in the Plan the pension is payable ceased to be a member of the Plan and for the year next following that year, nil, and
- (b) for the later of the year 1976 and the second year following the year when the member for whose credit in the Plan the pension is payable ceased to be a member of the Plan and for any subsequent year, the positive or negative number determined by the formula "A + B - C";

“Consumer Price Index” means the Consumer Price Index for Canada as published by Statistics Canada under the authority of the *Statistics Act* (Canada);

“member” includes a contributor within the meaning of the *Public Service Superannuation Act* or a predecessor Act;

“pension” means a pension to which a person is entitled from the Plan other than the adjustment for inflation provided by this section, and an allowance, annuity, deferred annuity or other periodic payments to which a person has become entitled under the *Public Service Superannuation Act* or a predecessor Act;

“Plan” includes the pension plan established under the *Public Service Superannuation Act* and any predecessor Act.

#### **PAYMENT OF INFLATION ADJUSTMENT**

- (3) The annual amount of pension payable to a person from the Fund shall, commencing with the year when payment of the pension is to commence and in each subsequent year that the pension continues to be payable, be adjusted for inflation by multiplying the annual amount of the pension by the accumulated adjustment ratio for the pension of the person for that year, and the amount by which the pension thus adjusted exceeds the annual amount of pension before the adjustment in each year shall be paid to the person entitled to receive the pension for which it is calculated at the same times, in the same manner and subject to the same terms and conditions as apply to the pension in respect of which it is paid.

#### **RATIO NOT TO APPLY**

- (4) The ratio determined for the year 1990 under the *Superannuation Adjustment Benefits Act* does not apply to a pension to which this section applies.

## 25. PRE-RETIREMENT PART-TIME EMPLOYMENT

25.-(1) A full-time employee who is permitted to continue the duties of his or her position as a part-time employee in accordance with this section for the final years of his or her employment in the public service is entitled to have his or her pension determined in accordance with this section if the employee meets all of the conditions set out in subsection (2) and gives the notice of election required by subsection (3).

### CONDITIONS

- (2) The conditions referred to in subsection (1) are,
- (a) that the employee's part-time employment must be and continue to be,
    - i. in a position that requires regular employment for at least fourteen hours per week or nine full days in each four weeks, or
    - ii. employment pursuant to section 32 of the *Public Service of Ontario Act, 2006* other than for a fixed term for at least one-third of each twelve-month period or part thereof following the giving of the notice required by subsection (3) and before the employee's retirement on the date provided for in the notice; ([O.C. 821/2008](#))
  - (b) that the employee must not be employed as a regular full-time employee in the public service at any time after giving the notice required by subsection (3) and before receiving a pension under the Plan;
  - (c) that during the period of part-time employment specified by the employee in the notice given in accordance with subsection (3), contributions are made to the Fund by the employee and the employer on the basis of the salary payable for full-time employment in the position held by the employee immediately before the giving of the notice; and
  - (d) that the employee's deputy minister must approve in writing the change from full time to part time employment proposed by the employee.

### NOTICE

- (3) A full-time employee who wishes to contribute to the Fund on the basis provided for in this section shall give to his or her deputy minister a written notice signed by the employee stating,
- (a) that the employee intends to retire from employment in the public service not later than five years after the day on which the notice is given;
  - (b) that the employee wishes to perform the duties of his or her position on a part-time basis until retirement from employment; and
  - (c) that the employee wishes to continue to contribute to the Fund on the basis of his or her salary as a full-time employee in the position.

**PENSION ON BASIS OF FULL-TIME EMPLOYMENT**

- (4) Despite the definition of "annual salary rate" and "credit", while an employee continues to comply with the conditions described in subsection (2),
- (a) contributions shall be made to the Fund by the employee and the employer on the basis of the salary payable for full-time employment in the position held by the employee immediately before the giving of the notice;
  - (b) the employee's annual salary rate shall be that on which contributions to the Fund are paid; and
  - (c) the employee shall be given credit in the Plan on the basis of full-time employment in the position in which the employee is employed part-time.

**RESUMING FULL-TIME EMPLOYMENT**

- (5) If an employee who contributes to the Fund in accordance with this section resumes full-time employment in the public service after giving the notice required by subsection (3) and before receiving his or her pension, the employee's contributions to the Fund and credit in the Plan shall be recomputed without reference to subsection (4).

**EXCESS CONTRIBUTIONS REFUNDED**

- (6) Contributions to the Fund under this section in excess of those required after the application of subsection (5) shall be refunded to the person who paid them.

**INTERPRETATION**

- (7) In this section, "public service" means that part of the public service whose employees are appointed to employment under Part III of the *Public Service of Ontario Act, 2006*. ([O.C. 821/2008](#))

**APPLICATION TO EMPLOYERS OTHER THAN THE CROWN**

- (8) Where an employer other than the Crown has advised the Board in writing that it wants this section to apply to its employees, the section shall apply to these employees and references in the section to his or her deputy minister shall be understood to refer to the person or position named by the employer in its advice to the Board. ([O.C.1630/02](#))

## 26. EMPLOYMENT OR ENGAGEMENT WHILE RECEIVING A PENSION

26.-(1) If a former member who is receiving a pension is, in the opinion of the Board, re-employed or engaged in any capacity by an employer who contributes to the Fund, any pension that the former member is entitled to receive during the re-employment or engagement shall, for any period of three months commencing on the 1st day of January, April, July or October in any year during which the former member is so re-employed or engaged, be reduced by the amount by which the sum of,

- (a) three times the monthly earnings paid to the former member in that period of three months; and (*O.C. 868/2019*)
- (b) three times the monthly pension payable to the former member as calculated at date of pension commencement without inflation adjustments, (*O.C. 868/2019*)

exceeds the product of three times the monthly salary payable to the former member for the last full month of employment before he or she ceased to be a member of the Plan. (*O.C. 2362/93*) (*O.C. 2776/94*)

### CESSATION OF PENSION PAYMENT WHILE A MEMBER

- (1.1) If a former member referred to in subsection (1) becomes a member of the Plan, the pension of the former member shall cease to be paid as long as he or she remains a member. (*O.C. 1349/94*)

### IDEM

- (2) Any period of re-employment or engagement referred to in subsection (1) for which a person may and does contribute to the Fund shall be added to the person's credit in the Plan, and any pension payable on termination of the re-employment or engagement shall be recalculated to take into account the additional credit and any pension earlier received by the person.

### RE-EMPLOYMENT IN EXPERT CAPACITY

- (3) Despite subsection (1), the pension of a person who is appointed by the Lieutenant Governor in Council for a period not exceeding six months at a time to provide to the Crown the professional, expert or technical knowledge of the person in a special capacity required by the Crown shall not be reduced if the appointment so provides.

### RE-EMPLOYMENT/ENGAGEMENT RELATED TO FOREST FIRES

- (3.1) Despite subsection (1), where a former member who is receiving a pension is reemployed or engaged by the Crown for the purpose of controlling, suppressing or extinguishing a fire or ensuring the safety of or evacuation of affected persons or providing support in relation to those functions under the *Forest Fires Prevention Act*, R.S.O. 1990, c.F.24., and where the Minister directs the Board in writing that this provision shall apply for a period of time, the pension of the former member shall not be reduced in respect of the period of that re-employment or engagement. (*O.C. 1015/2018*)
- (3.2) The Board may require the employer and the former member to provide such information as it deems necessary for the purposes of complying with subsection (3.1). (*O.C. 1381/2011*)

**RE-EMPLOYMENT / ENGAGEMENT RELATED TO THE COVID-19 EMERGENCY**

- (3.3) Despite subsection (1), where a former member who is receiving a pension is re-employed or engaged by the Crown or another employer because of a COVID-19 emergency declared in the Province of Ontario, and where the Minister directs the Board in writing that this provision shall apply for a period of time in respect of such emergency, the pension of the former member shall not be reduced in respect of the period of that re-employment or engagement.
- (3.4) The Board may require the employer and the former member to provide such information as it deems necessary for the purposes of complying with subsection (3.3). (O.C. 758/2020)

**SPECIAL RULES FOR JUSTICES OF THE PEACE**

- (4) Despite subsection (1), if a former member who is receiving a pension is, in the opinion of the Board, serving as a per diem Justice of the Peace under the *Justices of the Peace Act*, any pension from the PSPP that the former member is entitled to receive during the period of per diem service shall, for the period of twelve months commencing on January 1 of each year be reduced by the amount by which the sum of:
- (a) the salary paid to the former member in that period of twelve months; and
  - (b) the pension payable under the Plan to the former member in that period of twelve months if this section were not applicable to the former member,
- exceeds
- (c) the salary of a full time presiding Justice of the Peace for the same twelve-month period.
- (5) For a former member who is receiving a pension and is, in the opinion of the Board, serving as a per diem Justice of the Peace under the *Justices of the Peace Act* on the date this order is made, the initial twelve-month period shall be calculated in respect of service on or after January 1, 2009. (O.C. 1901/2009)

## 27. VOID TRANSACTIONS

- 27.-(1) Every transaction that purports to assign, charge, anticipate, surrender or give as security the interest, or any part thereof, of any person in the Fund or in any pension or other sum payable out of the Fund is void. (O.C. 1349/94)

### EXEMPTION FROM SEIZURE

- (2) The interest of any person in the Fund or in any pension or other sum payable out of the Fund is exempt from execution, seizure or attachment.

### ORDER OR SEPARATION

- (3) Subject to section 52 of the *Pension Benefits Act*, subsections (1) and (2) do not apply to prevent the operation of any order under the *Family Law Act* or the provisions of a domestic contract, as defined in Part IV of that Act. (O.C. 236/2015)

### ORDER FOR SUPPORT OR MAINTENANCE

- (4) Subsections (1) and (2) do not apply to prevent execution, seizure or attachment in satisfaction of an order for support or maintenance enforceable in Ontario to a maximum of one-half of the interest of any person in the Fund or in any pension or other sum payable out of the Fund.

### APPLICATION OF SUBS. (4)

- (5) Subsection (4) applies to orders of support or maintenance enforceable in Ontario whether made before or after the 31st day of December, 1989.

### PAYMENT INTO OTHER FUNDS

- (6) Despite subsections (1) and (2), if a person entitled to a refund or a lump-sum payment from the Fund requests the Board in writing to have the refund or payment paid,
- (a) into another registered pension plan;
  - (b) into a registered retirement savings plan that meets the requirements of the *Income Tax Act* (Canada);
  - (c) to an insurance company to purchase an immediate or deferred life annuity; or
  - (d) into a pension plan approved by the Board,
- the refund or payment shall be so paid.

## 28. PAYMENT TO ESTATE

28.-(1) A payment to be made under the Plan to a member's or former member's estate may be made to the executor, administrator or estate trustee of the member's or former member's estate or to the person or persons who appear to the Board to be properly acting in the administration or distribution of the member's or former member's estate or, if no executor or administrator or other person acting in the administration or distribution of the member's or former member's estate can be ascertained to the satisfaction of the Board, the payment may be paid into the Accountant of the Superior Court of Justice to the credit of the member's or former member's estate. [\(O.C. 868/2019\)](#)

### MISSING BENEFICIARY

- (2) If, after the death of a person, no spouse or child or designated beneficiary of that person can be found entitled to receive a pension on the person's death, and the Board is satisfied that reasonable inquiries have been made to find the spouse or child or designated beneficiary, and more than one year has passed since the death of the person, the Board may, despite any other provision of the Plan, direct that the money that would be payable under the Plan to the person's estate if the person had died leaving no surviving child or spouse or designated beneficiary entitled to be paid a pension on the person's death be paid to the person's estate upon such terms and conditions as the Board determines.

### BENEFICIARY LATER FOUND

- (3) If the spouse or child or designated beneficiary referred to in subsection (2) is subsequently found and a claim is made for any money payable under the Plan, the Board may direct that such money, less any money paid under subsection (2), be paid to the spouse or child or designated beneficiary, as the case may be.



## 29. BOARD

### BOARD TO BE CORPORATION AND CROWN AGENT WITH EXCEPTIONS

- 29.-(1)(a) The Public Service Superannuation Board is continued under the name of the Ontario Public Service Pension Board, which may also be known as the Ontario Pension Board, and the Board is constituted as a corporation without share capital. [\(O.C. 2898/91\)](#)
- (b) Notwithstanding Section 2 of the *Crown Agency Act* and subject to clauses (i) and (ii), the Board is a Crown agent for all purposes.
- i. The Board may declare in writing in an agreement, security or instrument that it is not acting as a Crown agent for the purposes of the agreement, security or instrument.
  - ii. If the Board makes a declaration in accordance with clause (i), the Board shall be deemed not to be a Crown agent for the purposes of the agreement, security or instrument and the Crown is not liable for any liability or obligation of the Board under the agreement, security or instrument. [\(O.C. 868/2019\)](#)

### APPLICATION CORPORATE LAW

- (2.1) The *Corporations Act* does not apply to the Board.
- (2.2) The *Not-for-Profit Corporations Act, 2010* does not apply to the Board. [\(O.C. 868/2019\)](#)

### BOARD MEMBERS

- (3) The Board shall be composed of at least four members appointed by the Lieutenant Governor in Council, at least one of whom shall be representative of the members of the Plan who are members of a bargaining agent with whom the employer has a collective agreement. [\(O.C. 310/03\)](#)

### TERM OF OFFICE

- (4) Each appointment or reappointment of a Board member shall be for such term, not exceeding three years, as the Lieutenant Governor in Council specifies.

### IDEM

- (5) If the Lieutenant Governor in Council considers it appropriate and desirable, members may be appointed to the Board because of their expertise in the management, investment or administration of pension plans or in order to represent on the Board, subject to the requirements of the *Pension Benefits Act*, the concerns of the Crown, of members required to contribute to the Fund or of persons receiving pensions under the Plan. [\(O.C. 236/2015\)](#)

### REAPPOINTMENT

- (6) A member whose appointment has expired may be reappointed to the Board. [\(O.C. 1448/95\)](#)

**CHAIRPERSON AND VICE-CHAIRPERSON**

- (7) The Lieutenant Governor in Council may designate a chair and one or more vice-chairs from among the members of the Board. In the absence of such a designation within one month after the position of chair or vice-chair becomes vacant, the Board shall elect a chair from among its members, or the Board may elect one or more vice-chairs from among its members, as the circumstances require, for a term concurrent with the underlying appointment to the Board of the member or members so elected. ([O.C. 1448/95](#))

### **30. REMUNERATION**

30. The Lieutenant Governor in Council shall establish the remuneration or range of remuneration to be paid to a member of the Board and to the chair and vice-chair, but no member of the Board who is employed in the public service of Ontario shall be paid any remuneration other than reimbursement for expenses actually incurred in the performance of his or her duties as a member of the Board or an honorarium in recognition of salary lost by the public servant for attendance at a meeting of the Board. *(O.C. 1448/95)*

## 31. DUTY OF BOARD

31.-(1) It is the duty and responsibility of the Board to administer the Plan and manage the Fund in accordance with this Act, the Plan and the *Pension Benefits Act*. (O.C. 236/2015)

### EMPLOYMENT OF OFFICERS AND OTHERS

- (2) The Board shall appoint or employ an actuary, an auditor and such officers, employees, advisers, experts and other persons as are required to carry out the duties and responsibilities of the Board.

### BOARD MAY MAKE RULES

- (3) The Board may make rules and by-laws for the administration and management of the Plan and the Fund and for the conduct of the affairs of the Board and committees of the Board, and may, for such period as the Board determines and on such terms and conditions as the Board considers appropriate, assign or delegate to any officer, employee, member or committee of the Board or other person retained by the Board the performance or exercise of any of the duties or responsibilities of the Board as the Board considers necessary or desirable.

### IDEM

- (4) Without restricting the generality of subsection (3), the Board may make rules,
- (a) prescribing the proofs to be furnished as a condition to the payment of a pension;
  - (b) excluding from salary on which contributions to the Fund are based any payment to a member that is, in the opinion of the Board, not a regular and usual part of the normal remuneration for the member's employment or is a payment in the nature of a special consideration or employee benefit;
  - (c) approving forms and providing for their use; and
  - (d) requiring members of the Plan, recipients of pensions under the Plan or applicants for pensions under the Plan to furnish information to or for the use of the Board, and prescribing the form thereof and the information to be furnished.

## 32. POWERS OF BOARD

32. The Board has and may exercise all of the powers and capacities of a natural person that are considered by the Board to be necessary or incidental to the carrying out of its duties and responsibilities under this Act and the Plan and, in particular, the Board may,
- (a) contract and be contracted with and sue and be sued;
  - (b) acquire by purchase, lease or otherwise any real or personal property for its own use or as an investment of the Fund, and may sell, lease or otherwise dispose of all or any part of its property in its discretion;
  - (c) participate with others as a partner or as a member of a syndicate or association of persons in the acquisition, holding, management or disposition of any property by way of investment or otherwise;
  - (d) determine the rate of remuneration and the employee benefits and perquisites for its employees and the conditions of employment under which they are employed;
  - (e) with the approval of the Management Board of Cabinet, enter into such arrangements as are considered necessary by the Board for the purchase from the Crown of the services of any employee or ministry of the Crown, or for the use of any facilities or equipment belonging to the Crown, that may assist the Board in the management or administration of the Plan or the Fund; and
  - (f) with the approval of the Lieutenant Governor in Council, enter into an agreement to administer any other pension plan or fund or administer a benefit plan to provide health or medical or other benefits to persons who have ceased to be members of the Plan and are entitled to a pension, and to recover, where appropriate, the costs of such administration from that plan or fund.
  - (g) consent under section 26.1 of the *Financial Administration Act*, as amended, to exchange the debentures issued and referred to under Section 7 of the *Public Service Pension Act* for debentures of Ontario with an equivalent present value. (O.C. 3705/92) (O.C. 236/2015)
  - (h) file valuations with the Financial Services Regulatory Authority of Ontario but only after the Minister has advised the Board in writing that he or she agrees that the valuation be filed. (O.C. 236/2015) (O.C. 1299/2021)
  - (i) enter into an agreement to provide administration services in respect of the Provincial Judges Pension Plan as set out in O. Reg. 290/13 made under the *Courts of Justice Act* and to carry out any powers delegated to the Board pursuant to the trust agreements established with respect to that plan. (O.C. 1958/2019)
  - (j) enter into an agreement to provide advisory and other services related to the investment of funds whose interest rate may be used to set the interest rate for one or more accounts that are maintained in the Consolidated Revenue Fund of the Government of Ontario. (O.C. 1958/2019)
  - (k) The costs associated with the services provided under subsections (i) and (j) shall not be payable from the Fund. (O.C. 1958/2019)

- (l) enter into an agreement to act as administrator of a retirement compensation arrangement established for members of the Plan, administrator of the trust fund associated with such retirement compensation arrangement and trustee of the assets of such trust fund, and to oversee the investment of such trust fund; and to recover, where appropriate, the costs of such trusteeship and administration from such trust fund. ([O.C. 1299/2021](#))

### **33. COMMITTEES**

33.-(1) The Board may establish such committees as are considered necessary or desirable.

#### **COMMITTEE MAY DELEGATE**

- (2) A committee established by the Board may, with the approval of the Board and in accordance with the policy established by the committee or the Board, delegate to an officer or employee of the Board any of the duties and responsibilities of the committee, including those delegated to the committee by the Board.

### **34. QUORUM**

34. The quorum for any meeting of the Board or a committee of the Board shall be at least a majority of the members of the Board or committee.



## **35. EXPENSES**

35. The expenses of the operation of the Board, the administration of the Plan and the management of the Fund shall be paid out of the Fund.

## 36. RECIPROCAL TRANSFER AGREEMENTS

### RECIPROCAL TRANSFER AGREEMENTS CONTINUE TO APPLY

36.-(1) Any agreement in writing between a person and the Minister or the Crown for the reciprocal transfer of pension credits between the Public Service Superannuation Fund established under the *Public Service Superannuation Act* and another pension plan continues to apply to the Plan with all necessary modifications and the Board, with the approval of the Lieutenant Governor in Council, may terminate, cancel, amend or renew any such agreement. (O.C 988 /93)

### TRANSFER TO PLAN OF CREDIT IN OTHER PLANS

- (2) If the Board enters into a written agreement with an employer to whom the Plan does not extend for the transfer to the Plan of credit for a person's service with that employer, the person shall, on becoming a member and requesting a transfer of credit to the Plan in accordance with the agreement, pay or cause to be paid into the Fund the amount provided for in the agreement for the purchase of the credit that is being transferred.

### TRANSFER TO OTHER PLAN OF CREDIT IN PLAN

- (3) If the Board enters into a written agreement for the transfer from the Plan to another pension plan registered under the *Income Tax Act* (Canada) of credit in the Plan in respect of members who become members of the other plan, the Board shall, at the request of a member transferring credit from the Plan in accordance with the agreement, pay from the Fund to the Plan to which the member's credit is being transferred the amount provided for in the agreement for the purchase of credit for the member in the other plan.

### TRANSFER AGREEMENTS PREVAIL

- (4) Subsections (1) to (3) apply despite section 11. (O.C. 236/2015)

### APPROVAL OF AGREEMENTS

- (5) The Board shall not enter into an agreement mentioned in subsection (2) or (3) until the agreement is approved by the Lieutenant Governor in Council.

### CREDIT FOR SERVICE AS JUDGE

- (6) Where the member is a deputy minister of the Crown and previously served full-time as a provincial judge appointed under the *Judicature Act*, R.S.O. 1980, as amended, the *Courts of Justice Act*, 1984, as amended, the *Courts of Justice Act*, R.S.O. 1990, as amended, credit in the Plan shall be given to the member equal to the period of time that the member served full time as a provincial judge, if
  - (a) the amount necessary to fund the credit in the Plan is transferred to the Fund from the Provincial Judges Pension Fund, continued by O. Reg 67/92 under the *Courts of Justice Act*, R.S.O. 1990,
  - (b) the member has no credit in the Provincial Judges Pension Fund after the transfer described clause (a), and

- (c) the member has never been in receipt of a pension, retirement benefit or a refund of contributions from the Provincial Judges Pension Fund. [\(O.C. 1144/95\)](#)

### **TRANSFER OF FUNDS TO PROVINCIAL JUDGES BENEFITS FUND**

- (7) Where a former member, who was a deputy minister of the Crown when he or she ceased to be a member and has never received a pension or a refund of contributions from the Fund, is appointed as a provincial judge under the *Judicature Act*, R.S.O. 1980, as amended, the *Courts of Justice Act*, 1984, as amended, or the *Courts of Justice Act*, R.S.O. 1990, as amended, or successor legislation, the Board shall transfer from the Fund to the Provincial Judges Pension Fund an amount sufficient to fund the credit in the pension plan for provincial judges established by O. Reg. 67/92 under the *Courts of Justice Act*, R.S.O. 1990 given to the former member for the period for which he or she was a member of the Plan. [\(O.C. 1144/95\)](#)

### **LOSS OF CREDIT IN PLAN**

- (8) Where there is a transfer under subsection (7), the former member to whom the transfer relates shall lose credit in the Plan for the period for which credit is given, as a result of the transfer, in the pension plan for provincial judges referred to in subsection (7). [\(O.C. 1144/95\)](#)

### **EXCEPTION**

- (9) Subsections (7) and (8) do not apply to a former member described in subsection (7), if the former member so elects in writing to the Board prior to the transfer described in subsection (7). [\(O.C. 1144/95\)](#)

### **RECOGNITION OF CREDIT UNDER PUBLIC SERVICE SUPERANNUATION ACT (CANADA)**

- (10) For the purpose of determining eligibility for an unreduced pension under subsections 15(2), 15(3) and 15(4), a member's credit in the Plan shall include credit the member retained under *the Public Service Superannuation Act* (Canada), where the person
  - (a) became a member of the Plan in conjunction with the acquisition of all or part of a business or the transfer of an organization from the Government of Canada to an employer who contributes to the Plan, and
  - (b) elected not to withdraw or transfer from the federal plan, the assets representing his or her entitlements under that plan. [\(O.C. 824/07\)](#)

## 36.1 TRANSFERS TO AND FROM OPSEU PENSION PLAN

- 36.1-(1) Where a member with no break or termination of employment who immediately prior to becoming a member of the Plan was a member of the OPSEU Pension Plan, the Board shall request the administrator of the OPSEU Pension Plan to transfer an amount equal to:
- i. the Actuarial Present Value in the Plan of the period of the member's credit in the OPSEU Pension Plan, plus
  - ii. interest on the amount under clause (i), calculated from the date that the member ceased to be a member of the OPSEU Pension Plan, to the end of the month preceding the date when the Request for Transfer Amount was issued to the administrator of the OPSEU Pension Plan, at the rate of interest specified in the Schedule of Actuarial Assumptions under the Multilateral Portability Agreement.
- (2) Upon receipt of the requested amount under subsection (1), credit shall be given in the Plan to the member for the period of service in the OPSEU Pension Plan.
- (3) Where the amount received by the Board from the administrator of the OPSEU Pension Plan, excluding any interest paid under subsection 36.2(2) is less than the amount requested in subsection (1), the credit given to the member shall only be for that part of the credit in the OPSEU Pension Plan which is directly proportional to the amount received by the Board excluding any interest paid under subsection 36.2(2) over the amount indicated in subsection (1).
- (4) The member may contribute all or part of the deficiency between the amount received by the Board, excluding any interest paid under subsection 36.2(2), and the amount specified in subsection (1), plus interest on the contribution at such rate as the Board determines. Upon payment of such contribution plus interest, the member will receive additional credit in the Plan in the amount which is directly proportional to the additional amount contributed, excluding interest, over the amount indicated in subsection (1).
- (5) Notwithstanding section 16 of the Plan, where a member terminated membership in the Plan and immediately, with no break or termination of employment, became a member of the OPSEU Pension Plan, the member is not entitled to the pension under subsections 16(1) or 16(3), or to transfer or receive payment of the commuted value thereof under subsections 16(6) or 16(7). ([O.C. 236/2015](#))
- (6) Where a former member has, because of subsection (5), no entitlements under section 16, the Board shall, ([O.C. 236/2015](#))
- (a) before the 90th day after a Request for Transfer Amount has been issued by the administrator of the OPSEU Pension Plan, pay to the administrator :
    - i. the lesser of:
      - A. the Actuarial Present Value of the former member's credit in the Plan, and
      - B. the amount requested by the administrator of the OPSEU Pension Plan
- plus

- ii. interest on the amount under clause (i) from the date that the member ceased to be a member of the Plan, to the end of the month preceding the date of the Request for Transfer Amount at the rate of interest specified in the Schedule of Actuarial Assumptions under the Multilateral Portability Agreement

and

- (b) provide the administrator of the OPSEU Pension Plan with the record of the former member's contributions and any other information required to calculate the Actuarial Present Value.
- (7) Upon payment of the amount specified under subsection (6), the Board, Plan and Fund are discharged of any further liability to or obligation for claims by the former member.
  - (8) Credit in the OPSEU plan referred to in subsections (1) and (3) excludes any credit for which the member had not paid prior to termination of OPSEU Pension Plan membership.
  - (9) The former member's credit in the Plan referred to in subsection (6) excludes any credit for which the member had not paid prior to termination of membership in the Plan.
  - (10) In this section, and sections 11, 16 and 36.2

"Actuarial Present Value" means the present value of the pension which shall be based on the accrued benefit actuarial cost method, with projection of salary, determined in accordance with the following rules:

- i. the actuarial assumptions set out in the Schedule of Actuarial Assumptions under the Multilateral Portability Agreement as at the date of the person's termination of employment or membership from the exporting plan; and
- ii. the provisions of the plan for which the Actuarial Present Value is being determined, as at the date of termination of employment, or membership

calculated as of the person's date of termination of membership with the exporting plan, and using the person's salary rate as at the same date for the projection of salary rates, and it shall include:

- iii. the present value of the person's entitlement, if any, from the plan for which the Actuarial Present Value is being determined, under subsections 39(1) and (4) of the *Pension Benefits Act* as amended from time to time based on the actuarial assumptions in subclause (i) and calculated as if the person were to retire at the age assumed in the aforementioned actuarial assumptions.

but it shall not include either:

- iv. the value of any pension benefits in the exporting plan in respect of an earlier period of service, where the exporting plan treats this earlier period of service as separate and distinct from the most recent period of service; or
- v. the value of any pension benefit which exceeds the limits imposed by regulations under the *Income Tax Act* (Canada) as those regulations apply to credit on or after January 1, 1992.

“exporting plan” to which “Actuarial Present Value” refers means:

- i. the Plan in section 16, and in subsection (6), and
- ii. the OPSEU Pension Plan in section 11, and in subsections (1) and (3).

“importing plan” to which “Actuarial Present Value” refers means:

- i. the OPSEU Pension Plan in section 16, and in subsection (6), and
- ii. the Plan in section 11, and in subsections (1) and (3).

“Multilateral Portability Agreement” is the agreement the Board entered into with administrators of Major Ontario Pension Plans (MOPPS) for the transfer of credit between the Plan and the pension plans they administer which was approved by the Lieutenant Governor-in-Council on April 28, 1993.

“Request for Transfer Amount” is a document in a form agreed to by the Board and the administrator of the OPSEU Pension Plan that is issued by the importing plan to the exporting plan, specifying the transfer amount payable by the exporting plan to the importing plan with respect to a member who applied to purchase credit for prior service under clause 11(1)(g), or whose prior credits are transferrable under subsection 36.1(2), or under the corresponding provisions of the OPSEU Pension Plan. ([O.C.3043/98](#))

## 36.2 RULES AND APPLICABILITY OF TRANSFERS WITH OPSEU PENSION PLAN

36.2-(1) Section 36.1 and subsections 11(1)(g), 11(5.1), 11(10), 13(15.1) and 16(6.1) are only effective if

- (a) corresponding provisions are included in the OPSEU Pension Plan, and
  - (b) the Board has reached an agreement with the administrator of the OPSEU Pension Plan regarding administrative processes pertaining to the implementation of these provisions, and the agreement is in force.
- (2) Where an amount payable by the administrator of the OPSEU Pension Plan under subsections 11(5.1) or 36.1(1) has not been received 90 days after the Board issued a Request for Transfer Amount to the administrator of the OPSEU Pension Plan, interest on the amount shall be charged from the date the Request for Transfer Amount was issued to the end of the month preceding the date the money is received by the Board at the interest rate calculated as the average of the twelve monthly rates of CANSIM series B14045 for the preceding calendar year of payment, plus 3 percent.
  - (3) Where an amount payable to the administrator of the OPSEU Pension Plan under clause 16(6.1)(a) or subsection 36.1(5) has not been paid 90 days after the administrator of the OPSEU Pension Plan issued the Request for Transfer Amount to the Board, interest on the amount shall be paid from the date the Request for Transfer Amount was issued to the end of the month preceding the date the money is paid by the Board at the interest rate calculated as the average of the twelve monthly rates of CANSIM series B14045 for the preceding calendar year of payment, plus 3 percent.
  - (4) The Board may agree with the administrator of the OPSEU Pension Plan to amend the interest or other rates, and to vary any other term or arrangements specified under subsections (2) and (3) in order to facilitate the administration of clause 11(1)(g), subsection 16(6.1) and section 36.1.
  - (5) Section 36.1 shall apply with respect to any member or former member specified in subsections 36.1(1) or (5) who became a member of the Plan, or ceased to be a member of the Plan on or after January 1, 1995.
  - (6) Despite subsections 36.1(1) and 36.1(5), where a member or former member specified in these subsections became a member of the Plan, or ceased to be a member of the Plan on or after January 1, 1995 and before January 1, 1997, the rate of interest payable under clauses 36.1(1)(ii) and 36.1(6)(a)(ii) shall be calculated according to Part E of the Restated Schedule 1 to A Sponsorship Amendment and Asset Transfer Agreement made as of June 13, 1997.
  - (7) Despite section 36.1, where in the opinion of the Board or the administrator of the OPSEU Pension Plan, a member or former member became a member of the Plan, or terminated membership in the Plan, as described under sections 80 or 81 of the *Pension Benefits Act*, as amended from time to time, section 36.1 shall not apply. ([O.C.3043/98](#))

### 36.3 TRANSFER FROM TVO PENSION PLANS TO PSPP

36.3(1) Following the designation of certain classes of the Ontario Educational Communications Authority (TVO) employees as persons who are either required or eligible to be members in the Plan effective January 1, 2018, and in accordance with Section 81 of the *Pension Benefits Act*, the Board may enter into one or more written agreements with TVO providing for the transfer to the Plan of the assets and liabilities in the TVO Pension Plans in relation to the provision of defined benefits for employee service prior to January 1, 2018 for members, former members and retired members of the TVO Pension Plans as well as other persons who are entitled to payments under those plans.

#### TRANSFER OF ASSETS

- (2) If the Board enters into the transfer agreement described in subsection (1), the Board shall comply with all applicable requirements under the *Pension Benefits Act* in order to transfer the assets from the TVO Pension Plans into the Plan.

#### ITA LIMITS

- (3) The transfer of assets and liabilities under this section is subject to the limitations set out in the *Income Tax Act* and Regulations.

#### OTHER SERVICE

- (4) TVO employees who are members of the Staff Plan on December 31, 2017 and who have service that accrued in the Staff Plan prior to January 1, 2018 that is not in relation to the provision of defined benefits and who become members of the Plan on or after January 1, 2018 may purchase credit in the Plan in respect of such prior service by paying into the Fund the amount set out in subsection 11(2).
- (5) TVO employees who are or were members of one or more of the TVO Pension Plans on or before December 31, 2017 and have one or more periods of employment with TVO prior to December 31, 2017 for which they do not have credit in one or more of the TVO Pension Plans, and who become members of the Plan on or after January 1, 2018, may purchase credit in the Plan in respect of that period or periods of prior employment by paying into the Fund the amount set out in subsection 11(2).

#### TRANSITION – DEFERRED TVO PENSION PLAN MEMBERS AND RETIREES

- (6) If the assets and liabilities in the TVO Pension Plans in relation to the provision of defined benefits for employee service prior to January 1, 2018 are transferred to the Plan pursuant to this Section, former TVO employees and their beneficiaries who are entitled to a deferred pension or other payment or who commence receipt of a pension or other payment under the TVO Pension Plans prior to January 1, 2018 shall be entitled to payment from the Fund in an amount equal to the pension benefits or other payment that are paid or payable to them in accordance with the terms and conditions in the TVO Pension Plans as of December 31, 2017 and, for the purpose, these former employees shall be former members of the Plan.
- (7) For the persons described in subsection (6), all conditions, terms and rules that applied and options that were available for the payment, eligibility and entitlement to a pension or other payment under



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the TVO Pension Plans as of December 31, 2017 shall apply to the payment, entitlement and eligibility to the pension or other payment provided under this Section.

**TVO PENSION PLANS DEFINED**

- (8) In this section, “TVO Pension Plans” means The Ontario Educational Communications Authority Retirement Plan, amended and restated as at July 1, 2012, registration number 0367532, (“Staff Plan”), and The Ontario Educational Communications Authority Executive Pension Plan, amended and restated as at July 1, 2012, registration number 0403048 (“Executive Plan”).

## 36.4 TRANSFER FROM ONTC PLAN TO PSPP

36.4 (1) Following the designation of certain classes of the Ontario Northland Transportation Commission (ONTC) and Owen Sound Transportation Company Limited (OSTC) employees as persons who are either required or eligible to be members in the Plan effective May 1, 2018, and in accordance with Section 81 of the *Pension Benefits Act*, the Board may enter into one or more written agreements with the ONTC providing for the transfer to the Plan of the assets and liabilities in the ONTC Plan in respect of credit accrued prior to May 1, 2018 for members, former members and retired members of the ONTC Plan as well as other persons who are entitled to payments under the ONTC Plan.

### TRANSFER OF ASSETS

- (2) If the Board enters into the transfer agreement described in subsection (1), the Board shall comply with all applicable requirements under the *Pension Benefits Act* in order to transfer the assets from the ONTC Plan into the Plan.

### ITA LIMITS

- (3) The transfer of assets and liabilities under this section is subject to the limitations set out in the *Income Tax Act* (Canada) and Regulations.

### OTHER SERVICE

- (4) The ONTC/OSTC employees who were members of the ONTC Plan on or before April 30, 2018 and have one or more periods of employment with the ONTC/OSTC prior to April 30, 2018 for which they do not have credit in the ONTC Plan, and who become members of the Plan on or after May 1, 2018, may purchase credit in the Plan in respect of that period or periods of prior employment by paying into the Fund the amount set out in subsection 11 (2).

### TRANSITION - DEFERRED ONTC PLAN MEMBERS AND RETIREES

- (5) If the assets and liabilities in the ONTC Plan in respect of credit accrued prior to May 1, 2018 are transferred to the Plan pursuant to this section, former ONTC/OSTC employees and their beneficiaries who are entitled to a deferred pension or other payment or who commence receipt of a pension or other payment under the ONTC Plan prior to the date on which the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario consents to the transfer of assets shall be entitled to payment from the Fund in an amount equal to the pension benefits or other payment that are paid or payable to them in accordance with the terms and conditions in the ONTC Plan as of the date immediately preceding the date consent is granted and, for the purpose, these former employees shall be former members of the Plan.
- (6) If the assets and liabilities in the ONTC Plan in respect of credit accrued prior to May 1, 2018 are transferred to the Plan pursuant to this section, and if any of the persons described in subsection (5) accrue credit in the Plan between May 1, 2018 and the date on which the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario consents to the transfer of assets, their pension benefits in respect of that credit shall be calculated separately in accordance with the terms of the Plan.

- (7) For the persons described in subsection (5), all conditions, terms and rules that applied and options that were available for the payment, eligibility and entitlement to a pension or other payment under the ONTC Plan as of the date immediately preceding the date the Chief Executive Officer of the Financial Services Regulatory Authority of Ontario consents to the transfer of assets shall apply to the payment, entitlement and eligibility to the pension or other payment provided under subsection (5). [\(O.C.2237/2017\)](#) [\(O.C.609/2018\)](#) [\(O.C. 1299/2021\)](#)

## 36.5 TRANSFER FROM AGRICORP PLAN TO THE PLAN

- (1) Following the designation of certain classes of AgriCorp employees as persons who are either required or eligible to be members in the Plan effective May 1, 2021, and in accordance with Section 81 of the *Pension Benefits Act*, the Board may enter into one or more written agreements with AgriCorp providing for the transfer to the Plan of the assets and liabilities in the AgriCorp Plan in respect of credit accrued prior to May 1, 2021 for members, former members and retired members of the AgriCorp Plan as well as other persons who are entitled to payments under the AgriCorp Plan.

### TRANSFER OF ASSETS

- (2) If the Board enters into the transfer agreement described in subsection (1), the Board shall comply with all applicable requirements under the *Pension Benefits Act* in order to transfer the assets from the AgriCorp Plan into the Plan.

### ITA LIMITS

- (3) The transfer of assets and liabilities under this section is subject to the limitations set out in the *Income Tax Act* (Canada) and Regulations.

### OTHER SERVICE

- (4) AgriCorp employees who were members of the AgriCorp Plan on or before April 30, 2021 and have one or more periods of employment with AgriCorp prior to May 1, 2021 for which they do not have credit in the AgriCorp Plan, and who become members of the Plan on or after May 1, 2021, may purchase credit in the Plan in respect of that period or periods of prior employment by paying into the Fund the amount set out in subsection 11(2).

### TRANSITION - DEFERRED AGRICORP PLAN MEMBERS AND RETIREES

- (5) If the assets and liabilities in the AgriCorp Plan in respect of credit accrued prior to May 1, 2021 are transferred to the Plan pursuant to this section, former AgriCorp employees and their beneficiaries who are entitled to a deferred pension or other payment or who commence receipt of a pension or other payment under the AgriCorp Plan prior to the date on which the assets are transferred shall be entitled to payment from the Fund in an amount equal to the pension benefits or other payment that are paid or payable to them in accordance with the terms and conditions in the AgriCorp Plan as of the date immediately preceding the date on which the assets are transferred and, for the purpose, these former employees shall be former members of the Plan.
- (6) If the assets and liabilities in the AgriCorp Plan in respect of credit accrued prior to May 1, 2021 are transferred to the Plan pursuant to this section, and if any of the persons described in subsection (5) accrue credit in the Plan between May 1, 2021 and the date on which assets are transferred, their pension benefits in respect of that credit shall be calculated separately in accordance with the terms of the Plan.
- (7) For the persons described in subsection (5), all conditions, terms and rules that applied and options that were available for the payment, eligibility and entitlement to a pension or other payment under the AgriCorp Plan as of the date immediately preceding the date on which the assets are transferred shall

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apply to the payment, entitlement and eligibility to the pension or other payment provided under subsection (5). [\(O.C. 507/2021\)](#)

**37. ANNUAL REPORT**

37. After the close of each fiscal year, the Board shall submit to the Minister a report for the fiscal year just ended of the financial and other affairs of the Plan and the Fund, and the Minister shall lay the report before the Legislative Assembly if it is in session or, if not, at the next session. ([O.C. 964/06](#))

**38. REPORT RE ONTARIO PROVINCIAL POLICE EARLY RETIREMENT BENEFIT**

38.-(1) The Board shall report to the Minister annually the following:

- (a) the additional cost to the Plan of the pensions provided to police officers of the Ontario Provincial Police by subsection 15 (4) over the cost of the pensions or deferred pensions that would be payable without that subsection; and
- (b) the financial benefit to the Plan from the contributions of police officers of the Ontario Provincial Police under subsection 6(2), from the employer's contributions made to match contributions under that section, and from the return reasonably attributable to the investment of the contributions and of the proceeds received by the Fund from the transfers made under subsections 7 (2) and (3) of the *Public Service Pension Act*, 1989 as it read when such transfers were made. ([O.C. 448/2009](#))

**IDEM**

- (2) The Board shall also indicate in its reports the sufficiency of the financial benefits referred to in clause (1)(b) to meet the additional costs referred to in clause (1)(a) and whether those additional costs for pensions that are being paid at the end of the year for which the report is made have been met by the financial benefits that have then accrued to the Fund.

## **39. INDEMNIFICATION**

39.-(1) Each employee of the Board and his or her heirs, executors and administrators shall be indemnified and saved harmless by the Board from and against all costs, charges and expenses sustained or incurred in or about any action, suit, proceeding or claim against him or her for any act, omission, deed, matter or other thing made, done or permitted or omitted to be made or done in or about the execution of the duties of his or her employment by the Board, and every payment made for the indemnification is an administrative expense of the Board.

### **LIMITATION**

- (2) Indemnification under subsection (1) does not extend to the act or omission to act of any person that was done or omitted to be done dishonestly or in bad faith.



## 40. INCOME TAX ACT (CANADA)

*Income Tax Act* applies

40.-(1) All provisions of the Plan shall be interpreted, read and administered so as to comply with the *Income Tax Act* (Canada) and Regulations for all credit accruing in the Plan and all contributions to the Plan after December 31, 1991.

### AFFECTED PROVISIONS

- (2) Without limiting the generality of subsection (1), and for the purpose of reading, interpreting and administering the Plan in compliance with the *Income Tax Act* (Canada) and Regulations for all credit accruing in the Plan and all contributions to the Plan after December 31, 1991,
- (a) the total amount of contribution by members in section 6 cannot exceed the limit set out in the *Income Tax Act* (Canada) and Regulations;
  - (b) the purchase of credit in the Plan under sections 8 and 11 shall be in accordance with the *Income Tax Act* (Canada) and Regulations;
  - (c) Revoked; (O.C. 2479/92) (O.C. 868/2019)
  - (d) the computation of a pension under section 17 is subject to those provisions of the *Income Tax Act* (Canada) and Regulations that limit the lifetime retirement benefits and the amount of bridging benefits, as defined in the Regulations to the *Income Tax Act* (Canada), that may be paid to a member;
  - (e) the adjustment of a pension under section 24 for all credits accrued in the Plan after December 31, 1991 is limited to the extent permitted in the *Income Tax Act* (Canada) and Regulations; and
  - (f) the period or periods of part time employment for which a member is eligible for determination of his or her pension in accordance with section 25 is limited to that permitted in the *Income Tax Act* (Canada) and Regulations.
  - (g) contributions and payments into the plan by the employer, even where made on behalf of a member, and any interest on such contributions and payments, are not attributable to the member for the purpose of calculating any refund that may be applicable to the member. Any references in the Plan to the phrase "on behalf of" shall be read in a manner that is consistent with Regulation 8503 under the *Income Tax Act* (Canada) such that, for the purpose of calculating a refund, the contribution or payment by the employer to the Fund made on behalf of a member shall not be considered a contribution or payment made or directed by the member. Refunds to members are only in respect of member made contributions and member directed payments. (O.C. 229/2016)

### DEFINITION OF 'TOTALLY AND PERMANENTLY DISABLED' SUPERSEDED

- (3) In determining the entitlement to a pension under section 14, the Board shall apply the definition of totally and permanently disabled that appears in the Regulations to the *Income Tax Act* (Canada). (O.C. 3298/91)

## 41. FACTOR 80 WINDOW

- 41.-(1) Every member who is represented by the Ontario Provincial Police Association is entitled to a pension computed in accordance with the Plan, but without the reduction required either by subsection 17(4) or (5) of the Plan, if,
- (a) he or she attains credit in the Plan on or before December 31, 2002, that when added to the member's age on that date totals eighty years;
  - (b) he or she delivers a written notice of resignation in accordance with subsection (2) or (4), whichever is applicable;
  - (c) that written notice of resignation specifies an effective date of resignation that meets the requirements of subsection (3) or (5), whichever is applicable, and the member resigns on that date;
  - (d) where the member attains credit in the Plan after March 31, 2002 and before September 1, 2002, that when added to the member's age on that date totals eighty years, the last day that the notice could be delivered under subsection (2) or (4) shall be September 31, 2002. *(O.C. 1453/2002)*

### NOTICE OF RESIGNATION REQUIRED

- (2) The written notice of resignation shall be delivered by the member to his or her deputy minister or other person to whom he or she reports within ninety-two calendar days following the later of,
  - (a) the last day of the month in which the member met the requirements in clause (1)(a); and
  - (b) the earlier of July 31, 1994 and the last day of the month in which the employer of the member became a participating employer as defined in section 41 of the Plan as it read on June 20, 1994 and continued to be a participating employer on June 20, 1994.

### EFFECTIVE DATE OF RESIGNATION

- (3) The effective date specified in the written notice of resignation shall be the later of,
  - (a) ninety-two calendar days from the last day the notice could be delivered under subsection (2); and
  - (b) the last day of a leave of absence which has been approved or to which the member is entitled and which commences not later than ninety-two calendar days from the last day that the notice could be delivered under subsection (2).

### ONTARIO PROVINCIAL POLICE SPECIAL RULES

- (4) The written notice of resignation of a member who is employed as a police officer with the Ontario Provincial Police shall be delivered to his or her deputy minister or other person to whom he or she reports within ninety-two calendar days from the last day of the month in which the member met the requirements in clause (1)(a). *(O.C. 448/2009)*

**ONTARIO PROVINCIAL POLICE EFFECTIVE DATE OF RESIGNATION**

- (5) The effective date specified in the written notice of resignation of a member who is employed as a police officer with the Ontario Provincial Police shall be the later of,
  - (a) Three hundred and sixty five calendar days from the last day the notice could be delivered under subsection (4); and
  - (b) the last day of a leave of absence which has been approved or to which the member is entitled and which commences not later than three hundred and sixty five calendar days from the last day that the notice could be delivered under subsection (4); [\(O.C. 1626/94\)](#) [\(O.C. 448/2009\)](#)

## 41.2 EXTENSION OF FACTOR 80 RE-OPENER

41.2-(1) A member who is employed by the Crown, or whose employer has advised the Board in writing that it wants this section to apply to its employees, is entitled to a pension computed in accordance with the Plan, but without any reduction required either by subsection 17(4) or (5), if he or she meets all of the following conditions: [\(O.C. 552/2002\)](#)

1. The member received, from the Crown, or an employer who has advised the Board in writing that it wants this section to apply to its employees, a notice of release from employment by reason of shortage of work or funds or the abolition of a position or any other material change in the organization at any time on or after April 1, 2002 and before April 1, 2006. [\(O.C. 552/2002, 992/2003\)](#)
  2. The member was terminated from his or her employment pursuant to the notice of release under paragraph 1 and, on the date of termination, the total of the member's credit in the Plan and age was at least eighty years. [\(O.C. 691/2000\)](#) [\(O.C. 552/2002\)](#) [\(O.C. 992/2003\)](#)
  3. Within 30 days, or a period not exceeding 60 days established by the employer,
    - (a) the member submits a written application to the Board for a pension under this section and provides a copy of that application to his or her deputy minister or other person to whom he or she reports; and
    - (b) the member waives any entitlement to benefits, payments, opportunities for assignments to other positions or other considerations resulting from the notice of release from employment, including any applicable bumping, direct assignment, pay-in-lieu, recall and enhanced severance pay rights that he or she may have, but not including any entitlement to payments under sections 79 to 87 of Regulation 977 of the Revised Regulations of Ontario, 1990, as amended, under the *Public Service Act* or such similar severance payments as may be available to members to whom those provisions do not apply. [\(O.C. 552/2002\)](#)
  4. The member is terminated from his or her employment pursuant to the notice of release under paragraph 1.
- (2) The restrictions set out in sections 42 and 42.1 on entitlement to a pension under section 41 does not apply to a pension under this section.
  - (3) Sections 43 and 45 apply, with necessary modifications, to a pension under this section. [\(O.C. 1163/99\)](#)
  - (4) This section shall not apply to a member of a class set out in Schedule F, unless the employer advises the Board in writing that it wishes this section to apply to that class. [\(O.C. 552/2002\)](#)
  - (5) Where an employer has advised the Board in writing that it wants this section to apply to its employees, and/or in the case of Justices of the Peace, the employer must also advise the Board in writing that it wants this section to apply until March 31, 2006. If the employer does not so advise the Board, the reference to March 31, 2006 in paragraph 1 under subsection (1) shall be read as March 31, 2004, in respect of members employed by that employer. [\(O.C. 992/2003\)](#)

**MEMBERS REPRESENTED BY AMAPCEO**

- (6) 1. Notwithstanding subsection (1), in the case of members employed by the Crown pursuant to section 32 of the *Public Service of Ontario Act, 2006* other than for a fixed term and who are represented by the Association of Management, Administrative and Professional Crown Employees of Ontario (AMAPCEO),
- i. the reference to April 1, 2006 in paragraph 1. of subsection (1) shall be read as May 28, 2009; and
  - ii. the provisions set out in paragraph 3. of subsection (1) are modified in the case of members who receive notices of lay off on or after March 27, 2007 as follows:
    - a. the time frame in paragraph 3. of subsection (1). is 10 days; and
    - b. any member who also receives a notice of direct assignment is not eligible to retire under this section.
2. In the case of members represented by AMAPCEO, where the member's employment was transferred to a successor employer before May 28, 2009 in connection with a sale of business and membership in the Plan at the successor employer has been designated pursuant to paragraph 2.(1)2. of the Plan or is required by any Act of the Legislature pursuant to paragraph 2.(1)4. of the Plan, and the member subsequently receives a notice of lay off from the successor employer during the period of time that the terms of the collective agreement continued under the *Labour Relations Act, 1995*, then
- i. the reference to April 1, 2006 in paragraph 1. of subsection (1) shall be read the day that the terms of the collective agreement that was continued as a result of the sale of business cease to apply; and
  - ii. the provisions set out in paragraph 3. of subsection (1) are modified as follows:
    - a. the time frame in paragraph 3. of subsection (1). is 10 days; and
    - b. any member who also receives a notice of direct assignment is not eligible to retire under this section.

**AMAPCEO / ONTARIO PUBLIC SERVICE COLLECTIVE AGREEMENT**

3. Notwithstanding subsection (1), a member employed by the Crown pursuant to section 32 of the *Public Service of Ontario Act, 2006* other than for a fixed term and represented by the Association of Management, Administrative and Professional Crown Employees of Ontario (AMAPCEO) is entitled to a pension computed in accordance with the Plan but without any reduction required by subsection 17.(4) or subsection 17.(5) if all of the following conditions are met:
- i. The member received from the employer a notice of lay off on or after May 28, 2009 and before April 1, 2014; and
  - ii. The employer advised the Board in a manner acceptable to the Board that the member was laid off pursuant to the notice of lay off in paragraph 41.2(6)3(i). and by operation of his or her collective agreement; and

- iii. On the date the member ceased to be employed pursuant to the notice of lay off in paragraph 41.2(6)(3)(i) and by operation of his or her collective agreement, the total of the member's age and credit in the Plan was at least eighty (80) years; and
  - iv. In the case of a member who receives an offer of employment from a successor employer in connection with a sale of a business and who refuses that offer, the member is not employed by the successor employer within twelve (12) months of the transfer date of employees to the successor employer. [\(O.C. 513/2013\)](#)
4. Paragraph 41.2(6)3. continues to apply to those members of the Plan represented by AMAPCEO where:
- i. the member's employment is transferred to a successor employer on or after May 28, 2009 in connection with a sale of business; and
  - ii. membership in the Plan at the successor employer
    - (a) has been designated pursuant to paragraph 2.(1)2. of the Plan ; or
    - (b) is required by any Act of the Legislature pursuant to paragraph 2.(1)4. of the Plan; and
  - iii. the member subsequently receives a notice of lay off from the successor employer during the period of time that the terms of the collective agreement between AMAPCEO and the Ontario Public Service employer as they were on the date of the sale of business continue to apply to the member at the successor employer in accordance with the *Labour Relations Act*, 1995.

**OTHER AMAPCEO BARGAINING UNITS**

5. Notwithstanding paragraphs 41.2(6)2. and 41.2(6)4., the parties to a collective agreement covering members represented by AMAPCEO who are not employed by the Crown pursuant to Part III of the *Public Service of Ontario Act*, 2006 may negotiate terms and conditions for entitlement to the benefits under paragraph 41.2(6)3. including terms and conditions for benefits which differ from those set out in paragraph 41.2(6)3. provided that:
- i. the employer and the bargaining unit of such members agree between themselves as such and that employer advises the Board and the Minister in writing that paragraph 41.2(6)2. applies to such AMAPCEO represented members employed by that employer, and
  - ii. where the parties negotiate terms and conditions for benefits which differ from those set out in paragraph 41.2(6)2., the additional liability incurred by the Plan with regard to each member under those terms shall be calculated on a basis approved by the Plan's actuary and paid to the Plan by the member's employer within 30 days of request by the Board. [\(O.C. 1614/2009\)](#)
- (7) Notwithstanding subsection (1), in the case of members who are civilian employees represented by the Ontario Provincial Police Association and who receive notices of layoff in connection to the closure of the Ontario Provincial Police Kenora Communications Centre, the date limit of April 1, 2006 does not apply. [\(O.C. 1711/2007\)](#)

**42. FACTOR 80 AND SURPLUS ENTITLEMENTS**

42. Section 41 does not apply to a member who has been given notice of release from employment because his or her employer or deputy minister has considered it necessary by reason of shortage of work or funds or the abolition of a position or other material change in organization, where the member has not waived all entitlement to benefits, payments, opportunities for assignments to other positions or other considerations resulting from the notice of release from employment. ([O.C. 1626/94](#))

**42.1 EXCEPTION TO WAIVER**

- 42.1-(1) Despite section 42, a member who is represented by the Association of Management, Administrative and Professional Crown Employees of Ontario (AMAPCEO) need not waive his or her entitlement to enhanced severance pay or to pay-in-lieu under the Memorandum of Agreement between the Crown and AMAPCEO dated March 6, 1996 and the transition letter thereunder in order to become entitled to a pension under section 41.
- (2) Despite section 42, a member need not waive his or her entitlement to enhanced severance pay in order to become entitled to a pension under section 41 through the employment stability pension option set out in section 46. ([O.C. 436/98](#))



### **43. PAYMENT OF PENSION UNDER FACTOR 80**

43. Payment of a pension to which a member is entitled under section 41 shall commence in the month following the month in which the member resigned from employment. ([O.C. 1626/94](#))

## **45. NO DUPLICATION OF PENSION BENEFITS**

45. A member who is eligible for a pension under section 41 is not also eligible for a pension under sections 14, 15 or 16. ([O.C. 1626/94](#))

## 46. LEAVES OF ABSENCE FOR EMPLOYMENT STABILITY PURPOSES

- 46.-(1) A member who is employed by the Crown, or whose employer has advised the Board in writing that it wants this section to apply to its employees, who satisfies the conditions in subsection (2) may elect to bridge himself or herself to an unreduced pension by taking a leave or leaves that end on the date at which the member is eligible for an unreduced pension and that is made up of a combination of, (*O.C. 552/2002*)
- (a) a paid leave of absence from employment made up of such severance pay, unused vacation credits or other credits and such periods of notice of surplus or notice of termination of employment that are available to the member to be converted into paid leave for the purpose of bridging to an unreduced pension; and
  - (b) a further unpaid leave of absence from employment not exceeding two years less any paid leave referred to in clause (a) that was made up of credits under sections 10, 59 or 59.1 of Regulation 977 of the Revised Regulations of Ontario, 1990, as amended, under the *Public Service Act* or such similar credits converted to paid leave under clause (a) as may be available to members to whom those provisions do not apply.
- (2) A member referred to in subsection (1) is entitled to a pension under subsection (1) if he or she satisfies the following conditions: (*O.C. 552/2002*)
- 1. He or she receives, before April 1, 2006, a notice of release from employment by reason of shortage of work or funds or the abolition of a position or any other material change in the organization. (*O.C. 552/2002*)(*O.C. 992/2003*)
  - 2. He or she waives any and all entitlement to benefits, payments, opportunities for assignments to other positions or other considerations resulting from the notice of release from employment described in paragraph 1, including any applicable bumping, direct assignment, pay-in-lieu and recall rights that he or she might have, but not including any entitlement to enhanced severance or to paid or unpaid leave of absence described in subsection (1) above which is used for the purpose of bridging to an unreduced pension.
  - 3. He or she meets all requirements for bridging to an unreduced pension and for paid and unpaid leaves of absence for the purpose of bridging to an unreduced pension as may be imposed upon the member by an applicable collective agreement governing his or her working conditions and terms of employment.
  - 4. He or she terminates his or her employment at the conclusion of the leaves of absence described in subsection (1).
  - 5. Upon termination of his or her employment, he or she
    - i. is eligible for an unreduced pension under section 15 by virtue of his or her age and credit in the Plan, including the credit obtained through contributions made to the Fund during the leaves of absence described in subsection (1), or,

- ii. attains credit in the Plan, including credit obtained through contributions made to the Fund during the leave or leaves of absence, that when added to his or her age total eighty years. *(O.C. 552/2002) (O.C. 992/2003)*
- (3) Subsection 8(1) applies to a leave of absence with pay described in this section that is commenced before April 1, 2006. *(O.C. 992/2003)*
- (4) The employer of a member who takes a leave of absence without pay under clause (1)(b) shall, on behalf of the member and during the leave, make contributions required by section 6 of the Plan in an amount equal to the amount the member would have contributed if the leave had not been granted.
- (5) Subsection 8(5) shall apply in respect of an unpaid leave of absence described in subsection (4).
- (6) The credit obtained by a member under this section shall be included in the combined credit under subsection 8(9). *(O.C. 1163/99)*
- (7) This section shall not apply to a member of a class set out in Schedule F, unless the employer advises the Board in writing that it wishes this section to apply to that class. *(O.C. 552/2002)*
- (8) Where subsection 41.2(5) limits the application of section 41.2 to March 31, 2004, the references to April 1, 200 in paragraph 1 of subsection (2) and in subsection (3) shall be read as January 1, 2004. *(O.C. 992/2003)*

**MEMBERS REPRESENTED BY AMAPCEO**

- (9) 1. Notwithstanding subsection (2), in the case of members employed by the Crown pursuant to section 32 of the *Public Service of Ontario Act, 2006* other than for a fixed term and represented by the Association of Management, Administrative and Professional Crown Employees of Ontario (AMAPCEO),
  - i. the reference to April 1, 2006 in paragraph 46.(2)1. shall be read as May 28, 2009; and
  - ii. subparagraph 46.(2)5.ii does not apply in the case of members who on or after March 27, 2007, receive notices of direct assignment in relation to notices of release as set out in paragraph 46.(2)1. received on or after March 27, 2007 and before May 28, 2009.
- 2. In the case of members represented by AMAPCEO, where the member's employment was transferred to a successor employer before May 28, 2009 in connection with a sale of business and membership in the Plan at the successor employer has been designated pursuant to paragraph 2.(1)2. of the Plan or is required by any Act of the Legislature pursuant to paragraph 2.(1)4. of the Plan, and the member subsequently receives a notice of lay off from the successor employer during the period of time that the terms of the collective agreement continued under the *Labour Relations Act, 1995*, then
  - i. the reference to April 1, 2006 in paragraph 46.(2)1. shall be read as May 28, 2009; and
  - ii. subparagraph 46.(2) 5.ii does not apply in the case of members who on or after March 27, 2007, receive notices of direct assignment in relation to notices of release as set out in paragraph 46.(2)1. received on or after March 27, 2007 and before May 28, 2009.

3. Notwithstanding subsection (2), in the case of a member employed by the Crown pursuant to section 32 of the *Public Service of Ontario Act, 2006* for a term that is not fixed and represented by the Association of Management, Administrative and Professional Crown Employees of Ontario (AMAPCEO):
  - i. the reference to April 1, 2006 in paragraph 46.(2)1. shall be read as April 1, 2018; ([O.C. 236/2015](#)) and
  - ii. subparagraph 46.(2)5.ii applies where all of the following conditions are met:
    - a. The member received a notice of lay off before April 1, 2018; ([O.C. 236/2015](#)) and
    - b. On the date that the member ceased to be employed pursuant to the notice of lay-off in subparagraph 46(9)(3)(i)(a) and by operation of his or her collective agreement and this section, the total of the member's credit in the Plan and age was at least eighty (80) years; and
    - c. The employer advises the Board in a manner acceptable to the Board that the member was laid off pursuant to the notice of lay off in subparagraph 46(9)(3)(i)(a).; and
    - d. In the case of a member who receives an offer of employment from a successor employer in connection with a sale of business and who refuses that offer, the member is not employed by the successor employer within twelve (12) months of the transfer date of employees to the successor employer; and ([O.C. 513/2013](#))
4. Paragraph 46.(9)3. continues to apply to those members of the Plan represented by AMAPCEO where:
  - i. the member's employment transferred to a successor employer in connection with a sale of business; and
  - ii. membership in the Plan at the successor employer has been designated pursuant to paragraph 2.(1)2. of the Plan or is required by any Act of the Legislature pursuant to paragraph 2.(1)4. of the Plan; and
  - iii. the member subsequently receives a notice of lay off from the successor employer during the period of time that the terms of the collective agreement between AMAPCEO and the Ontario Public Service employer as they were on the date of the sale of business continue to apply to the member at the successor employer in accordance with the *Labour Relations Act, 1995*.

**OTHER AMAPCEO BARGAINING UNITS**

5. Notwithstanding paragraphs 46.(9)2. and 46.(9)4., the parties to a collective agreement covering members represented by AMAPCEO who are not employed by the Crown pursuant to Part III of the *Public Service of Ontario Act, 2006* may negotiate terms and conditions for entitlement to the benefits under paragraph 46.(9)3. including terms and conditions for benefits which differ from those set out in paragraph 46.(9)3. provided that:
- i. the employer and the bargaining unit of such members agree between themselves as such and that employer advises the Board and the Minister in writing that paragraph 46.(9)3. applies to such AMAPCEO represented members employed by that employer, and
  - ii. where the parties negotiate terms and conditions for benefits which differ from those set out in paragraph 46. (9)3, the additional liability incurred by the Plan with regard to each member under those terms shall be calculated on a basis approved by the Plan's actuary and paid to the Plan by the member's employer within 30 days of request by the Board. (O.C. 1614/2009)
- (10) Notwithstanding subsection (2), in the case of members who are civilian employees represented by the Ontario Provincial Police Association and who receive notices of layoff in connection to the closure of the Ontario Provincial Police Kenora Communications Centre, the date limit of April 1, 2006 set out in paragraph 1 of subsection (2) does not apply. (O.C. 1711/2007)

**MEMBERS REPRESENTED BY PEGO****2009 – 2012 PEGO / ONTARIO PUBLIC SERVICE COLLECTIVE AGREEMENT**

- (11) Notwithstanding subsection (2), in the case of members employed pursuant to section 32 of the *Public Service of Ontario Act, 2006* other than for a fixed term and represented by the Professional Engineers, Government of Ontario,
- (a) the reference to April 1, 2006 in paragraph 1 of subsection (2) shall be read as January 1, 2013; and
  - (b) subparagraph 5 ii of subsection (2) does not apply in the case of members who receive notices of lay-off after March 31, 2006. (O.C. 1614/2009)

**MEMBERS REPRESENTED BY ALOC OR OCAA****2009 – 2013 ALOC, OCAA / ONTARIO PUBLIC SERVICE COLLECTIVE AGREEMENTS**

- (12) Notwithstanding subsection (2), in the case of members employed pursuant to section 32 of the *Public Service of Ontario Act, 2006* other than for a fixed term and represented by the Association of Law Officers of the Crown or the Ontario Crown Attorneys' Association, effective September 9, 2009,
- (a) the reference to April 1, 2006 in paragraph 1 of subsection (2) shall be read as July 1, 2013; and
  - (b) subparagraph 5 ii of subsection (2) does not apply in the case of members who receive notices of lay-off after March 31, 2006

in respect of members whom the employer advises the Board in a manner acceptable to the Board that this subsection applies. (O.C. 1614/2009)

## **47. ENTITLEMENT OF SAME-SEX SPOUSES PREVIOUSLY ENTITLED UNDER PUBLIC SERVICE SAME SEX SPOUSE ACCOUNT**

47. A person who was on December 31, 1998 in receipt of, or who was entitled to, a periodic benefit from the Public Service Same Sex Spouse Account established by Order in Council 2777/94, as amended by Order in Council 1145/95, is entitled to a pension from the Plan commencing in January 1999 calculated as if the periodic benefit from the Account was on the date it commenced a pension under the Plan. ([O.C. 266/99](#))

**SCHEDULE F**

1. Members represented by the Association of Law Officers of the Crown ("ALOC").
2. Members represented by the Association of Management, Administrative and Professional Crown Employees of Ontario ("AMAPCEO").
3. Members represented by the Ontario Crown Attorneys' Association ("OCAA").
4. Members represented by the Ontario Provincial Police Association ("OPPA").
5. Members represented by the Professional Engineers and Architects of the Ontario Public Service ([O.C. 552/2002](#))