

Reciprocal Agreement with the Ontario Hospital Association

being

Order in Council 526/81 (effective April 4, 1981).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

ORDER IN COUNCIL 526/81
under *The Superannuation (Supplementary Provisions) Act*

RECIPROCAL AGREEMENT

This Agreement made this day of A.D. 19

Between:

The Public Employees (Government Contributory) Superannuation Plan Supervisory Board of the Province of Saskatchewan (hereinafter referred to as the “Board”)

of the First Part

AND

The Ontario Hospital Association (hereinafter referred to as the “Association”)

of the Second Part

Whereas the parties hereto each administer established superannuation plans to which certain employees are required to contribute;

And whereas each of the parties hereto are duly authorized to enter into an agreement each with the other to effect reciprocal arrangements for the transfer of superannuation contributions and credits;

Now Therefore This Agreement Witnesseth that the parties hereto, in consideration of the covenants and agreements herein contained, covenant and agree with each other as follows:

1 In this Agreement:

- (a) **“contributions”** means any payments paid by an employee at the rate required by the Association plan from time to time in respect to current service;
- (b) **“interest”** means interest computed at the rate or rates as determined by the Association;
- (c) **“pensionable service”** means employment or service in respect of which an employee has credit as service for the purposes of a plan;
- (d) **“plan”** or **“superannuation plan”** or **“pension plan”** means:
 - (i) a plan established under The Superannuation (Supplementary Provisions) Act;
 - (ii) a plan established by the Association;

- (e) **“importing plan”** means the Public Employees (Government Contributory) Superannuation Plan;
 - (f) **“exporting plan”** means the Ontario Hospital Association plan;
 - (g) **“importing authority”** means the Public Employees (Government Contributory) Superannuation Plan Supervisory Board;
 - (h) **“exporting authority”** means the Ontario Hospital Association;
 - (i) **“employee”** means a person:
 - (i) to whom The Superannuation (Supplementary Provisions) Act applies;
 - (ii) to whom the Association pension plan applies;
 - (j) **“Appendix ‘A’”** means the form required for the transfer of pensionable service and contributions, attached to and forming part of this agreement;
 - (k) **“Supervisory Board”** means the Supervisory Board established pursuant to section 39 of The Superannuation (Supplementary Provisions) Act to administer the Public Employees (Government Contributory) Superannuation Plan.
- 2** A payment and service credit will be transferred in respect of an employee who:
- (a) ceased or ceases to be a contributor under the exporting plan;
 - (b) within four months of ceasing to be a contributor under the exporting plan became or becomes an employee to whom the importing plan becomes applicable;
 - (c) has not received a refund of contributions;
 - (d) completes and executes two copies of a Request for Transfer of Funds in the form of Appendix “A” and delivers one copy to the exporting authority and one copy to the importing authority within one year after becoming a contributor under the importing plan or where the employee transferred prior to the date of this agreement, within one year after the date of this agreement, whichever is the later.
- 3** Upon receipt of a request for transfer in the form of Appendix “A” from an employee to whom paragraph 2 applies, the importing authority shall make a demand in writing to the exporting authority for payment of the amount payable to the importing plan calculated on the basis specified in paragraph 4. The exporting authority shall provide such information as may be required by the importing authority to make such calculation and demand.
- 4** The demand of the importing authority will be for twice the total amount of the contributions that the employee made under the exporting plan together with interest as determined by the exporting plan.
- 5** Upon receipt of a demand for payment from the importing authority the exporting authority will pay to the importing plan twice the amount of contributions made by that person under the exporting plan together with interest as determined by the exporting plan.

RECIPROCAL AGREEMENT
ONTARIO HOSPITAL ASSOCIATION

6 A payment with respect to a person shall be made within six months of the date on which the exporting authority receives a demand for payment in respect of the person from the importing authority, or within such longer period as the Board and the Association may mutually agree.

7 Upon receipt by an importing authority of the amount demanded in respect of a person, the importing authority will credit that person under the importing authority for the purpose of determining benefits payable to or with respect to him under that plan with:

- (a) a pensionable service credit equal to only that period of his most recent service in pensionable employment under the exporting plan that in the opinion of the importing authority has been purchased by the amount paid;
- (b) contributions in an amount equal to the amount transferred.

8 The execution by a person of a request for transfer in the form of Appendix "A" to this Agreement will constitute an undertaking by that person on behalf of himself, his heirs, executors administrators or assigns, or any of them to forfeit all rights and claims that he has or may have under the exporting plan in respect of the service and contributions transferred under this Agreement.

9 The execution of a request for transfer in the form of Appendix "A" to this Agreement by a person who on the day that he ceased to be an employee under the exporting plan had a period of pensionable service under the exporting plan at least equal to the lock-in service provisions of the importing plan will constitute an undertaking by that person to take a deferred or immediate allowance on subsequently ceasing to be an employee under the importing plan.

10 This Agreement may be amended as may be required from time to time by the mutual agreement of the parties hereto, subject to such approval of the Lieutenant Governor in Council as may be required.

11 This Agreement comes into force on the day that it is executed but is retroactive in effect to the extent necessary to apply to any person who meets the requirements of this Agreement.

In witness whereof the parties hereto have caused this reciprocal agreement to be signed and sealed on the day and year first above written.

Public Employees
(Government
Contributory)
Superannuation Plan
Supervisory Board

Witness

Chairman

The Ontario Hospital Association

Witness

Witness

APPENDIX "A"
REQUEST FOR TRANSFER OF PENSIONABLE SERVICE AND
CONTRIBUTIONS

To: The Public Employees (Government Contributory) Superannuation Plan
Supervisory Board Government of the Province of Saskatchewan;

AND

The Ontario Hospital Association

1 I, the undersigned hereby request that the exporting authority transfer my pensionable service and contributions to the plan of the importing authority in accordance with the Reciprocal Agreement made between the above parties.

2 In consideration of the transfer of pensionable service and contributions referred to in paragraph 1 being made:

(a) I do hereby on behalf of myself, my heirs, legal representatives and assigns or any of them, forfeit all rights and claims that I now have or may have under the plan of the exporting authority in respect of the pensionable service and contributions transferred.

(b) I do hereby elect to take a deferred or immediate allowance on ceasing to be an employee under the importing plan if on the day that I ceased to be an employee under the exporting plan I had a period of pensionable service under the exporting plan at least equal to the lock-in period of the importing plan.

3 I understand that the transfer of both the employee and the matching employer contributions plus interest shall be accepted by the importing employer where:

(a) I become an employee to whom the importing plan becomes applicable within a period of four months after ceasing to be a contributor under the exporting plan; and

(b) I have made an application for the said transfer within one year after becoming a contributor to the importing plan or within one year after the coming into force of the Reciprocal Agreement, whichever is later.

_____ Witness	_____ Signature of Applicant
_____ Date	_____ Full Name of Applicant (Please Print)
	_____ Social Insurance Number
_____ Name of Former Employer	_____ Name of Present Employer

