

# Reciprocal Agreement with the Municipal Employees' Superannuation Commission

*being*

Order in Council 1039/78 (effective July 4, 1978).

**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 1039/78

under *The Superannuation (Supplementary Provisions) Act, 1977 – Section 18*

### RECIPROCAL AGREEMENT

This Agreement made this                      day of                      A.D. 19

Between:

The Supervisory Board, established under The Superannuation (Supplementary Provisions) Act, 1977, Saskatchewan (hereinafter referred to as the “Board”)

OF THE FIRST PART

and

The Municipal Employees’ Superannuation Commission, established under The Municipal Employees’ Superannuation Act, 1973, Saskatchewan (hereinafter referred to as the “Commission”)

OF THE SECOND PART

Whereas the parties hereto each administer established superannuation or pension 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 pensionable service and monies.

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 exporting plan from time to time in respect of current service but does not include payments made by the employee;
  - (i) required to be paid in excess of such rate;
  - (ii) for interest paid on account of the employee acquiring additional pensionable service;
  - (iii) for interest paid on account of any amount paid in instalments;
  - (iv) as a voluntary contribution;
- (b) **“interest”** means interest computed at the rate or rates as determined by each party to this agreement and in the manner applicable under each plan;

- (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) The Public Employees (Government Contributory) Superannuation Plan established under the Superannuation (Supplementary Provisions) Act, 1977;
    - (ii) the Municipal Employees’ Superannuation Plan established under The Municipal Employees’ Superannuation Act, 1973;
  - (e) **“importing plan”** means the plan to which a transfer of pensionable service and monies is made;
  - (f) **“exporting plan”** means the plan from which a transfer of pensionable service and monies is made;
  - (g) **“importing authority”** means the party to this agreement to which a transfer of pensionable service and monies is made;
  - (h) **“exporting authority”** means the party to this agreement from which a transfer of pensionable service and monies is made;
  - (i) **“employee”** means a person:
    - (i) to whom the Public Employees (Government Contributory) Superannuation Plan established under The Superannuation (Supplementary Provisions) Act, 1977, applies;
    - (ii) to whom The Municipal Employees’ Superannuation Plan established under The Municipal Employees’ Superannuation Act, 1973, applies;
  - (j) **“Request for Transfer of Funds”** means the form required for the transfer of monies pursuant to this agreement from an exporting authority to an importing authority, attached hereto as Appendix “A” and by reference forming part of this agreement;
- 2** A payment pursuant to this agreement shall be made by an exporting authority to an importing authority in respect of an employee who:
- (a) ceased or ceases to be a contributor under the exporting plan;
  - (b) has not received a refund of contributions;
  - (c) completes and executes two copies of a Request for Transfer of Funds 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 became a contributor to the importing plan prior to the date of this agreement, within one year after the date of this agreement, whichever is later.

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**3** Upon receipt by each of the parties hereto of the Request for Transfer of Funds as provided for in clause 2(c), there shall be paid to the importing authority a sum of money which is equal to:

- (a) twice the amount of contributions made by the employee together with interest; and
- (b) in the case of a transfer of monies from the Board to the commission, any payments made by the employee referred to in subclause 1(a)(iv);
- (c) in the case of a transfer from the Commission to the Board, any payments made by the employee referred to in subclause 1(a)(i) and (ii).

**4** Upon receipt by an importing authority of the amount transferred under section 3, the importing authority will credit the employee with:

- (a) the amount paid;
- (b) pensionable service equal to but not exceeding the pensionable service to his credit under the exporting plan.

**5(a)** With respect to an employee to whom the Public Employees (Government Contributory) Superannuation Plan or the Municipal Employees' Superannuation Plan applies and who has three or more years of pensionable service credited under the respective plans combined, the amount paid by the exporting authority to the importing authority pursuant to this agreement shall be locked in the fund of the importing plan. Notwithstanding the foregoing, any subsequent payment to a former plan subject to this section may be made under this agreement but shall in each instance be subject to this section.

(b) Where the employee subsequently applies for a refund of his contributions under the provisions of The Municipal Employees' Superannuation Act, the refund shall be only that portion of contributions applicable to the current service of the employee under The Municipal Employees' Superannuation Act; the sum of money paid under this agreement from the Supervisory Board, plus interest thereon from the date of receipt by the Commission of the amount paid, shall be returned to the Supervisory Board.

**6** Where an amount is paid under this agreement in respect of an employee who subsequently terminates employment having less than three years of pensionable service under the exporting and importing plans combined at the time of termination, one-half the amount paid under clause 3(a), together with accrued interest shall be paid to the exporting authority.

**7** This agreement may be amended as may be required from time to time by the parties hereto, subject to the approval of the Lieutenant Governor in Council.

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

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OC 1039/78

MUNICIPAL EMPLOYEES' SUPERANNUATION COMMISSION

Witness Chairman
Date Executive Secretary

PUBLIC EMPLOYEES (GOVERNMENT CONTRIBUTORY) SUPERANNUATION PLAN SUPERVISORY BOARD

Witness Chairman
Date

APPENDIX "A" REQUEST FOR TRANSFER OF FUNDS

TO: THE MUNICIPAL EMPLOYEES' SUPERANNUATION COMMISSION Government of the Province of Saskatchewan Regina, Saskatchewan

TO: THE PUBLIC EMPLOYEES (GOVERNMENT CONTRIBUTORY) SUPERANNUATION PLAN SUPERVISORY BOARD Government of the Province of Saskatchewan Regina, Saskatchewan

- 1 I, the undersigned hereby request and authorize that the exporting authority make a payment to the plan of the importing authority in accordance with the Reciprocal Agreement made between the above parties.
2 In consideration of the payment referred to in paragraph 1, 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 monies paid.
3 I understand and agree:
(1) To be bound by and subject to the terms and conditions of the said reciprocal agreement.
(2) That the said reciprocal agreement and request for transfer of funds is conditional upon:
(a) My Request for Transfer of Funds being completed and one copy delivered to the exporting plan and one copy delivered to the importing plan within one year after becoming a contributor under the importing plan or within one year after the date of the agreement, whichever is later.
(b) My being a contributor under the importing plan.
(c) My ceasing to be a contributor under the exporting plan.

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(3) With respect to an employee to whom the Public Employees (Government Contributory) Superannuation Plan or the Municipal Employees' Superannuation Plan applies and who has three or more years of pensionable service credited under the respective plans combined, the amount paid by the exporting authority to the importing authority pursuant to the agreement shall be locked in the fund of the importing plan.

.....  
Witness Signature of Applicant

.....  
Date Name of Applicant (PLEASE PRINT)

S.I.N. ....

.....  
Name of Former Employer (Dept., Board, Commission, Corporation or Agency)

.....  
Name of Present Employer (Dept., Board, Commission, Corporation or Agency)