

Clerk's stamp:

COURT FILE NUMBER:

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE: Edmonton

PLAINTIFF(S): (Non-Pension Plan Participant)

DEFENDANT(S): (Pension Plan Participant)

DOCUMENT: **ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PERSON FILING THIS DOCUMENT: (Insert address and contact information)

**DATE ON WHICH ORDER WAS PRONOUNCED:**

**NAME OF MASTER/JUDGE WHO MADE THIS ORDER:**

UPON hearing read the Pleadings herein; AND UPON hearing what was alleged by Counsel; AND UPON seeing endorsed hereon the consent of Counsel for the Plaintiff and the consent of Counsel for the Defendant; AND UPON it appearing that the Defendant has an employment pension pursuant to the terms of the \_\_\_\_\_ **Pension Plan** (the "Pension Plan"); AND UPON it appearing that the parties wish to divide the Defendant's pension and benefits earned during their marriage pursuant to the provisions of the *Public Sector Pension Plans Act* and the *Matrimonial Property Act* of Alberta,

**IT IS ORDERED THAT:**

**I. LUMP SUM (pension not yet in pay on date MPO is made)**

1. For the purposes of this Order the "joint accrual period" is agreed to be from \_\_\_\_\_ to \_\_\_\_\_

- *in the first space, insert the date of marriage or other date provided by the Court*
- *in the second space, insert the date the parties have agreed to, or the Court has found, was the date the pension benefit ceased being jointly accrued.*

**2. CHOOSE FROM THE FOLLOWING OPTIONS:**

*(A) If member is not yet vested at the end date of the period of joint accrual*

The administrator of the Pension Plan shall, upon being served with this Order, pay to the Plaintiff [insert percentage] of the Total Pre Division Benefit, as that term is defined in the *Public Sector Pension Plan (Legislative Provisions) Regulation*, Alberta Regulation 365/1993, (the "Legislative Provisions Regulation") (the "Plaintiff's Share").

- *use if the Defendant has NOT YET VESTED in the pension plan and the plaintiff wishes to receive cash*
- *percentage cannot exceed 50%*

*or*

The administrator of the Pension Plan, upon being served with this Order, shall transfer to a registered retirement savings plan ("RRSP") owned by the Plaintiff, [insert percentage] of the Total Pre Division Benefit, as that term is defined in *Public Sector Pension Plans (Legislative Provisions) Regulation*, Alberta Regulation 365/1993 (the "Plaintiff's Share"). Prior to the administrator transferring the Plaintiff's Share to the Plaintiff's RRSP, the Plaintiff and the Defendant shall provide to the administrator all information the administrator requires to effect that transfer.

- *use if plaintiff wishes to have his/her portion transferred to an RRSP*
- *percentage cannot exceed 50%*

*(B) If the member is vested and not within 10 years of pensionable age at the end date of the period of joint accrual*

The administrator of the Pension Plan, upon being served with this Order, shall transfer to a locked in retirement account ("LIRA") which complies with the *Employment Pension Plans Act* and which is owned by the Plaintiff, [insert percentage] of the Total Pre Division Benefit, as that term is defined in the *Public Sector Pension Plans (Legislative Provisions) Regulation*, Alberta Regulation 365/1993 (the "Plaintiffs Share"). Prior to the administrator transferring the Plaintiff's share to the Plaintiff's LIRA, the Plaintiff and the Defendant shall provide to the administrator all information the administrator requires to effect that transfer.'

- *percentage cannot exceed 50%*

(C) If the member is vested and is within 10 years of pensionable age at the end date of the period of joint accrual

The administrator of the Pension Plan, upon being served with this Order, shall transfer to a locked in retirement account ("LIRA") which complies with the *Employment Pension Plans Act* and which is owned by the Plaintiff, [insert percentage] of the Total Pre Division Benefit, as that term is defined in the *Public Sector Pension Plans (Legislative Provisions) Regulation*, Alberta Regulation 365/1993 (the "Plaintiffs Share"). Prior to the administrator transferring the Plaintiffs share to the Plaintiff's LIRA, the Plaintiff and the Defendant shall provide to the administrator all information the administrator requires to effect that transfer.

- *percentage cannot exceed 50%*
- *this is the clause for an immediate division and transfer*
- *please note, the assumed date of retirement is "pensionable age", as that term is defined in the Legislative Provision Regulations., if the member has already reached pensionable age, but has not yet retired when the MPO is filed, the retirement date will be presumed to be the date following the date of the MPO, unless the MPO specifies a different date*
- *however, "small pension " rules apply*

*or*

The administrator of the Pension Plan shall at the time of:

- (i) payment to the Defendant of termination benefits from the Pension Plan;
- (ii) payment of Pension Plan benefits on the death of the Defendant;
- (iii) a reciprocal transfer or other transfer arrangement of the Defendant's benefits in the Pension Plan to another pension plan; or
- (iv) commencement of the Defendant's pension under the Pension Plan;

(whichever occurs first) 'calculate and transfer to a locked in retirement account ("LIRA") which complies with the *Employment Pension Plans Act* and which is owned by the Plaintiff, [insert percentage] of the Total Pre Division Benefit (the "Plaintiff's Share"), as that term is defined in the *Public Sector Pensions Plan (Legislative Provisions) Regulation*, Alberta Regulation 365/1993. Prior to the administrator transferring the Plaintiff's share to the Plaintiffs LIRA, the Plaintiff and the Defendant shall provide to the administrator all information the administrator requires to effect that transfer.

- *percentage cannot exceed 50%*
- *this is the clause for a delayed division and transfer*

3. The Plaintiff's Share of the Pension Plan is declared to be the Plaintiff's property.
4. Upon the payment by the administrator for the Pension Plan of the Plaintiff's Share to, or on behalf of, the Plaintiff pursuant to this Order, the Plaintiff shall have no further interest in the Pension Plan.
5. If one party receives any of the other's share, he or she shall pay it to the other.
6. A certified copy of this Order shall be filed with the administrator of the Pension Plan.
7. This Order is a Matrimonial Property Order within the meaning of the *Matrimonial Property Act*, R.S.A. 2000, c. M-8.
8. Nothing in this Matrimonial Property Order is intended to or does amend, vary, contradict or in any way affect the terms of the Pension Plan as amended from time to time including, without limitation, the creation of any additional entitlement under the Pension Plan for either the Plaintiff or the Defendant.

II. PENSION ALREADY IN PAY PRIOR TO DATE OF MPO (New Regs ONLY)

1. For the purposes of this Order the "joint accrual period" is agreed to be from \_\_\_\_\_ to \_\_\_\_\_
  - in the first space, insert the date of marriage or other date provided by the Court
  - in the second space, insert the date the parties have agreed to, or the Court has found, was the date the pension benefit ceased being jointly accrued
2. The administrator of the Pension Plan, upon being served with this Order and in accordance with the form of payment required by the *Public Sector Pension Plans (Legislative Provisions) Regulation*, Alberta Regulation 365/1993, (the "Legislative Provisions Regulation"), shall pay to the Plaintiff [insert percentage] of the Total Pre Division Benefit, as that term is defined in the Legislative Provisions Regulation (the "Plaintiff's Share").
  - *percentage cannot exceed 50%*
3. The Plaintiff's Share of the Pension Plan is declared to be the Plaintiff's property.
4. If one party receives any of the other's share, he or she shall pay it to the other.
5. 'A certified copy of this Order shall be filed with the administrator of the Pension Plan.
6. This Order is a Matrimonial Property Order within the meaning of the *Matrimonial Property Act*, R.S.A. 2000, c. M-8.
7. Nothing in this Matrimonial Property Order is intended to or does amend, vary, contradict or in any way affect the terms of the Pension Plan as amended from time to , time including, without limitation, the creation of any additional entitlement under the Pension Plan for either the Plaintiff or the Defendant.

*Please note: depending on the form of pension chosen at retirement, you may need to include provisions as to what is to occur upon the death of the first of parties.*

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Justice of the Court of King's Bench of Alberta

CONSENTED TO this (Insert Date)

Per:

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Solicitors for the Plaintiff/Defendant, etc.,  
*Or* Name of Consenting Party