



This information is provided to assist members or their representatives with the division of pension benefits on marriage breakdown.

If there is any discrepancy between this information and the Plan, the provisions of the Teachers' Pension Plans Act and applicable legislation will determine entitlements and options available.

1. RESTRICTIONS ON ASSIGNMENT AND SURRENDER

A member's benefits may not be given to another person, used as security or forfeited. However, pensions are considered matrimonial property and may be shared as the result of a Matrimonial Property Order (MPO) when marriage breakdown occurs. The regulations regarding division of pensions on marriage breakdown apply to members who were legally married and have since divorced. They do not apply to common-law relationships as they are not covered under Alberta's Matrimonial Property Act.

To divide pension benefits, a MPO that complies with Section 45 of the Teachers' Pension Plans (Legislative Provisions) Regulation (AR 204/95) must be filed with ATRF. **Since ATRF must comply with all legislative provisions, ATRF should be given the opportunity to review any MPO before it is made.**

Three Ways of Sharing

The sharing may take one of three forms depending on whether the member is entitled to a termination benefit or a pension, or already in receipt of a pension. The sharing may be accomplished by:

- The member giving up ownership to other family property to offset the sharing of the pension benefit,
- An immediate one-time lump-sum payment of a portion of the pension benefit, or
- Dividing a pension that is already being paid.

2. NEW REGULATIONS EFFECTIVE MAY 1, 2004

New Regulations are effective May 1, 2004 governing the division of pension benefits upon marriage breakdown. They affect all members, except those who had a MPO made by the court prior to May 1, 2004. ATRF will continue to apply those MPO's in accordance with their terms, providing they were in compliance with the previous laws.

Prior to May 1, 2004, the division of a member's pension benefit could only occur on retirement, termination or death. Under the new Regulations, providing the pension has not yet commenced, a member's former pension partner may be entitled to an immediate one-time lump-sum payment of a portion of the member's benefits under the Plan. This portion must not exceed 50% of the member's pension benefit earned during the time the parties were married. If the pension has commenced, the pension payments will be split between the member and the former pension partner.

A sample Draft Order is included with this information sheet for lawyers to use with respect to the new Regulations.

Transitional Provision

A transitional provision has been put in place whereby MPO's, reflecting the laws that were applicable before May 1, 2004, can be filed with ATRF up to April 30, 2010. This is to accommodate members who may have commenced matrimonial property negotiations prior to May 1, 2004, but had not yet obtained a MPO.

In other words, if a MPO is filed with ATRF on or before April 30, 2010, members may choose to divide their pensions either in accordance with the new Regulations (one-time immediate lump-sum payment) or in accordance with the previous laws (division only upon the retirement, termination, or death of the member). The old form of McAllister Order is to be used if you are filing a MPO under the previous laws.

If you do not file a MPO by April 30, 2010, in compliance with Section 45 of Teachers' Pension Plans (Legislative Provisions) Regulation (AR 204/95), the choice will end. Any MPO's filed with ATRF on or after May 1, 2010, must be in accordance with the new Regulations, unless, the pension is already in pay. See section B entitled "What is available when the pension is already in pay" for more details.

3. GENERAL OVERVIEW

A. What is Available When the Pension is Not Yet in Pay

The member's former pension partner is entitled to a portion, not exceeding 50%, of the pension benefit earned by the member (Total Entitlement) during the period of joint accrual (normally the time the parties were married).

The former pension partner's share is equal to the member's Total Entitlement, times the ratio of the pensionable service accumulated in the period of joint accrual to the total pensionable service earned up to the end date of the period of joint accrual, times the division factor. The division factor is the percentage of the pension awarded to the member's former pension partner in the MPO and cannot exceed 50%.

The former pension partner's options are dependent on the member's age as of the end date of the period of joint accrual and whether the member was vested as of the end date, i.e. had sufficient pensionable service to be eligible for a pension. A member is vested with:

- 5 years of pensionable service after August 31, 1992, or
- 5 years of pensionable service that includes a period of pensionable service in each of the 1991-92 and 1992-93 school years, or
- 10 years of pensionable service.

(a) Non Vested Members

If the member was not vested at the end date of the period of joint accrual, the member's former pension partner is entitled to an immediate lump-sum amount that can be paid in cash, less tax withholding, or transferred to a registered retirement savings plan (RRSP). This lump-sum amount is a percentage of the value of the member's contributions.

(b) Vested Members

If at the end date of the period of joint accrual, the member was vested but was not yet within 10 years of age 65, the member's former pension partner is entitled to an immediate lump-sum amount that must be transferred to a Locked in Retirement Account (LIRA). This lump-sum amount is a percentage of the greater of the value of the member's contributions or the commuted value of the pension, calculated as if the member terminated from the Plan at the end of the period of joint accrual and was entitled to commence receiving a pension at age 65.

If at the end date of the period of joint accrual, the member was vested and within 10 years of age 65, or was 65 or older, the member's former pension partner has a one-time option of taking an immediate lump-sum amount that would be transferred to his/her LIRA, or delaying the division until the earliest of the member's retirement, reciprocal transfer to another pension plan, or death. The immediate lump-sum amount is a percentage of the greater of the value of the member's contributions or the commuted value of the pension, calculated as if the member terminated from the Plan at the end of the period of joint accrual and was entitled to commence receiving a pension at age 65.

If the former pension partner is eligible to and chooses to delay the division, s/he would receive a portion, not to exceed 50%, of the member's Total Entitlement at the time the member's pension commences. The member's Total Entitlement in this situation would be the commuted value of the pension. If the member dies before pension commencement, or transfers to another plan, the former pension partner would be entitled to a portion, not to exceed 50%, of the actual amount payable or transferable on the member's behalf.



B. What is Available if the Pension is Already in Pay?

For pensions that are in pay at the time the MPO is filed with ATRF, the new Regulations continue to allow the member's former pension partner to share in the member's monthly pension. That share cannot exceed 50% of the benefit earned by the member during the period of joint accrual. If ordered to do so, ATRF will create two separate pensions, one for the pensioner and the other for the former pension partner. When a pension is already in pay, no lump-sum payment can be made to the member's former pension partner.

C. Requests from Members or their Non-Member Pension Partner

Under the new Regulations, ATRF is required to provide pension information to both the member and the non-member pension partner, on the receipt of a written request from either party. It is recommended that you contact ATRF for a statement prior to obtaining a draft MPO.

If you require information about your own pension, or your former pension partner's pension, you must provide ATRF with a signed written request that includes the following:

- your full name, mailing address and telephone number,
- if you are the non-member pension partner, the member's full name,
- if you are the member, your former pension partner's full name and mailing address,
- proof of the matrimonial relationship, e.g., a marriage certificate, and
- the start and end date of the period of joint accrual.

ATRF will provide both parties with a statement, not more than once in a calendar year, containing:

- (a) where the member is already in receipt of pension, an estimate of the Total Entitlement calculated as of the month in which the statement is prepared,
- (b) where the member is not in receipt of pension, an estimate of the Total Entitlement as of the end date of the period of joint accrual, as well as an estimate of the Total Entitlement as of the date the statement was prepared,
- (c) the first date of accumulation of pensionable service by the member under the Plan,
- (d) the amount of pensionable service accumulated by the member up to the date referred to in (a) for pensioners, or (b) for non pensioners,
- (e) the amount of pensionable service accumulated during the period of joint accrual, and
- (f) the last or latest date of pensionable service accumulated by the member.

D. Instructions for Lawyers

Note that Section 31(1) of the Teachers' Pension Plans (Legislative Provisions) Regulation (AR 204/95) provides that notwithstanding the Matrimonial Property Act or any other rule of law or equity to the contrary, the Court shall not make a matrimonial property order dividing or distributing a benefit or any portion of a benefit except in a manner that complies with Part 2 of the Teachers' Pension Plans (Legislative Provisions) Regulation (AR 204/95).

Third Party Requests

If you are requesting the information on behalf of your client, we require a signed release from the member or the member's former pension partner (as appropriate) permitting us to release the information to you. It should include:

- your name,
- the name of the person you are representing,
- the information outlined in section **C.** that is required for any request for pension information, and
- the name of your legal firm, mailing address and telephone number.

What form of MPO should you use for the new Regulations?

Included with this Information Sheet is a sample MPO for lawyers to use with respect to the new Regulations. ATRF should be given the opportunity to review any MPO before it is finalized.

What form of MPO should you use if you are filing a MPO before April 30, 2010 under the previous laws?

The sample MPO included with this information sheet is for the new Regulations only. The old form of McAllister MPO which was used prior to May 1, 2004, should be used if you are filing a MPO under the previous laws. ATRF should be given the opportunity to review any MPO before it is finalized.

What if you filed a MPO under the previous laws and wish to take advantage of the new provisions?

To take advantage of the new lump-sum payout provisions, you must obtain a new MPO which states that the previous MPO filed with ATRF is null and void. In addition, it must contain all of the requirements of the new Regulations as outlined in our sample MPO.

E. How is the Total Entitlement Calculated and Divided?

If a payment is to be made to the member's former pension partner immediately, the calculation of the Total Entitlement will be based on the total credited pensionable service in the period of joint accrual as well as the member's total credited pensionable service up to the end of the period of joint accrual. It includes any service transferred in from another pension plan that relates to service during the period of joint accrual, and all other prior service, to the extent it was paid for during the period of joint accrual. The period of joint accrual is generally the period the parties were married while the member was a member of the Plan. Note: service will not include service transferred in from another pension plan after the end of the period of joint accrual and prior service purchased after the end date of the period of joint accrual.

If the member's former pension partner is eligible to and elects to delay the division until the member's retirement, the transfer at that time will be based on a portion of the commuted value of the pension. Where the member dies, or transfers to another plan, the calculation will be based on a portion of the actual amount payable or transferable on the member's behalf.

F. What happens to the member's entitlements after the non-member-pension partner has been paid out?

Where the non-member pension partner has chosen an immediate payout, the member's entitlements are reduced to account for the payment that was made to the non-member pension partner. All future benefit statements, i.e. the annual Plan Member Statement, pension estimates, etc. will reflect the member's reduced benefit entitlement. When the member applies for his/her pension, ATRF will calculate the monthly pension normally, and will then reduce it by a "pension offset" amount.

Example: The non-member pension partner receives \$50,000 as a share of the member's pension which is transferred immediately to his/her LIRA. ATRF determines what that payment is equivalent to in terms of a pension commencing at age 65. In this case, assume it equals a monthly pension benefit of \$400. This portion of the accrued pension, which was awarded to the non-member pension partner, is preserved as a "pension offset" amount and is increased by cost-of-living adjustments as if it were a deferred pension. It is also decreased if the member's pension commences prior to age 65.

When the member retires and applies for pension, ATRF will calculate the member's pension according to the pension formula and will then subtract the pension offset. Assume that based on the pension formula, the member's monthly pension was \$2,600. If, after making all the adjustments, the pension offset is determined to be \$500, the member would be entitled to a pension of \$2,100.

Please note that these numbers are hypothetical and do not reflect actual pension values.

After an immediate payout has occurred, ATRF will provide the member with a statement containing:

- The date the division became effective, and
- A summary and description of the remaining benefits to which the member will be entitled after the distribution of the non-member pension partner's share.

G. What information must be included in the MPO?

The MPO must include:

- the beginning and end of the period that the benefit is considered to have jointly accrued for the purposes of the Matrimonial Property Act,
- whether or not there is a delayed division if that option is available, and
- the "division factor", which is the percentage share of the jointly accrued benefit which is awarded to the non-member pension partner. This percentage must not exceed 50%.

If the member was 65 or older as of the end date of the period of joint accrual, it should also include the date to be used in calculating the Total Entitlement. If no date is mentioned in the MPO, ATRF will use the first day of the month following the day on which the order is made.

H. Important considerations when deciding to take an immediate payout or delay the division.

Changes to interest rates and long-term government bond rates can cause the commuted value of the pension to fluctuate by large amounts. A delay could cause an increase or a decrease to the amount payable.

If the member dies before pension commencement, a death benefit will be payable. The value of the death benefit varies and could be significantly less than the value that was originally available as an immediate payout. This is because the immediate payout was based on the value of the pension, whereas the death benefit could be as small as the value of the member's contributions.

If the member has a new pension partner at the time of death, the death benefit would be a monthly pension based on the Guaranteed Joint Equal pension option. ATRF would value the amount of the pension and would pay the former non-member pension partner his/her share in a lump-sum that would have to be transferred to a LIRA.

If the member did not have a new pension partner at the time of death but had dependent minor children, the benefit payable would be twice the value of the member's contributions. The non-member pension partner would receive his/her portion of this amount rather than the share of the value of the pension.

If the member did not have a new pension partner at the time of death or dependent minor children, the benefit payable would be the value of the member's contributions. The non-member pension partner would receive his/her portion of this amount rather than the value of the pension.

I. What happens if ATRF is unable to comply with a filed MPO?

It is the responsibility of the member and the non-member pension partner to obtain a MPO that is in compliance with the legislation. If we are unable to comply with a MPO because it is incomplete or there is doubt as to what exactly must be done in order to comply with it, under Section 42 of the Teachers' Pension Plans (Legislative Provisions) Regulation (AR 204/95) the Board may apply to the Court to redress the situation. The costs of this application will be borne by both or either of the pension partners as directed by the Court, and ATRF has the right to offset its costs against any benefit payable to the pension partners.

J. Is there a fee for this service?

A fee of \$250 is to be paid by each pension partner by reducing the benefit payable to them.

4. BENEFITS UNDER THE PLAN

Upon termination of employment, a plan member may be eligible for a Termination Benefit or a Pension. If death occurs after the pension has been granted, the benefits paid will depend upon the option which was elected by the member. If death occurs before the grant of pension, specific benefits are payable. The provisions of the Teachers' Pension Plans Act will apply in all circumstances.

A. Termination Benefit

A member who is less than 55 years of age, and has terminated employment, may apply for a Termination Benefit. If the member is **not vested**, the amount available is the value of the member's contributions.

If the member is **vested**, the amount available is the value of the member's contributions relative to pre-September 1, 1992 service, plus the greater of the value of the member's contributions or the commuted value of the pension relative to post-August 31, 1992 service. The commuted value is the present value of the pension accrued for pensionable service after August 31, 1992.

B. Death Benefit

Certain benefits are paid to the beneficiary(ies) of a member who dies prior to pension commencement. A member may name any beneficiary(ies). However, upon the death of that member, benefits are payable in the following priority:

(a) Before vesting

- If a member has a spouse/pension partner, the spouse/pension partner is automatically the beneficiary and will receive a benefit equal to the value of the member's contributions.
- If there is no surviving spouse/pension partner but dependent minor children, the value of the member's contributions are payable in trust for the dependent minor children.
- If there is no surviving spouse/pension partner or dependent minor children, the value of the member's contributions are payable to the designated beneficiary or, if there is no designated beneficiary, to the estate.

(b) After vesting

- If the member has a spouse/pension partner, the spouse/pension partner is automatically the beneficiary and will receive a pension based on the Guaranteed Joint Equal pension option (explained on page 7).
- If there is no surviving spouse/pension partner, but there are dependent minor children, twice the value of the member's contributions, plus any actuarial service purchase payment, are payable in trust for the dependent minor children.
- If there is no surviving spouse/pension partner or dependent minor children, the value of the member's contributions are payable to the designated beneficiary or, if there is no designated beneficiary, to the estate.

When an MPO has been filed with ATRF:

If the member has a new pension partner at the time of death, the death benefit would be a monthly pension based on the Guaranteed Joint Equal pension option. ATRF would value the amount of the pension and would pay the former non-member pension partner his/her share in a lump sum that would have to be transferred to a Locked in Retirement Account (LIRA). The balance would be transferred to a LIRA for the member's new pension partner.

If the member did not have a new pension partner at the time of death but had dependent minor children, the benefit payable would be twice the value of the member's contributions. The non-member pension partner would receive his/her portion of this amount rather than the share of the value of a pension. The balance would be paid in trust for the dependent minor children.

If the member did not have a new pension partner at the time of death or dependent minor children, the benefit payable would be the value of the member's contributions. The non-member pension partner's portion would be based on this value rather than the value of the pension. The balance would be paid to the member's designated beneficiary or, if there is no designated beneficiary, to the estate.

C. Pension

A member who is 55 years of age or more and vested may not receive a Termination Benefit. Only a pension is available.

A member must elect one of the seven pension options available. The Plan Rules specify that any change to the pension form elected must be made in writing and received by ATRF before the expiration of 30 days after the end of the month in which the first pension payment is made. After that date, no change can be made even if marriage breakdown occurs.

SINGLE LIFE PENSIONS

The birth date of the member is used when determining the amount available for the four Single Life pension options. All single life options are payable for the lifetime of the pensioner or to the end of the guaranteed period, whichever is longer. If the pensioner dies before the end of the guaranteed period chosen, the pension continues in the same amount to the named beneficiary(ies) until the end of the guaranteed period.

- **Single Life, No Guarantee** - payable for the lifetime of the pensioner only; therefore, no beneficiary is named
- **Single Life, Five-Year Guarantee (Basic Pension)**
- **Single Life, Ten-Year Guarantee**
- **Single Life, Fifteen-Year Guarantee**

JOINT LIFE AND LAST SURVIVOR PENSIONS

If there is no MPO on file when the member applies for pension, a member who has a spouse/pension partner must elect a joint pension option, designating the spouse/pension partner as Joint nominee, unless the spouse/pension partner waives the right to the spousal survivor benefit by signing a Pension Partner's Waiver of Pension at Pension Commencement Statutory Declaration form. However, if there is an MPO on file when the member applies for pension, there is no requirement to elect a joint pension option, i.e. the member can elect one of the Single Life pension options.

All joint life pensions are calculated on the basis of two lives, the pensioner and a designated nominee. Payment is made as long as one of the two people is alive. The elected option will determine if the survivor receives an equal or a reduced pension amount. The nominee cannot be changed. If both the member and the nominee die before the expiration of five years after pension commencement, the pension amount last in pay continues to any named beneficiary(ies) until the end of the five-year guarantee period.

- **Joint Equal** - Survivor receives same pension
- **Joint Reduced by 1/3** - Survivor receives 2/3 of pension
- **Joint 100/60** - Surviving Pensioner receives full pension; Surviving Nominee receives 60% of pension

ATRF ADVANCE

A member who retires prior to age 65 may choose to co-ordinate the ATRF pension with the pension expected under the Canada Pension Plan, if the ATRF pension is large enough to permit repayments at age 65. The additional money advanced to a member by ATRF is called an "Advance" and is an insured loan that must be repaid with interest.

At age 65, a repayment (Reduction) is deducted from the ATRF pension being paid to the member at that time, and is considered fully repaid at the member's death. If the member's pension is going to be divided with his/her former pension partner, the MPO must indicate whether the former pension partner's share is to include the Advance/Reduction.

5. DEFINITIONS

Dependent minor child

means a child of the deceased who, immediately before the deceased's death, was a minor who was dependent on the deceased for support

Pension Partner

- (i) A person who, at the relevant time, was married to that member and had not been living separate and apart from that member for 3 or more consecutive years, or
- (ii) If there is no person to whom subclause (i) applies, a person who, as at and up to the relevant time, had lived with that member in a conjugal relationship for a continuous period of at least 3 years and was, during that period, held out by that member in the community in which they lived as being in that conjugal relationship.

Living Separate and Apart

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

THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF _____

BETWEEN:

Non-Member Pension Partner
Plaintiff

-and-

Member Pension Partner
Defendant

Before the Honourable) on _____ day the ____ day of
M_____ Justice) _____, 20 ____
_____) in the _____ of _____
In Chambers) in the Province of Alberta.

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 **Teachers' Pension Plan or Private School Teachers' 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 *Teachers' Pension Plans Act* and the *Matrimonial Property Act* of Alberta,

IT IS ORDERED AND ADJUDGED AS FOLLOWS:

Section I is to be followed if the pension is not yet in pay. Proceed to Section II if the pension is in pay. Note – the non-member pension partner's share cannot exceed 50%.

I. LUMP SUM (pension is not yet in pay on date MPO is filed with ATRF)

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 DEPENDING ON THE MEMBER'S STATUS:**

(A) Use if the member was not yet vested at the end date of the period of joint accrual and the non-member pension partner has elected a cash payment

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 *Teachers' Pension Plans (Legislative Provisions) Regulation (AR 204/95)*, less income tax withholding in accordance with the tax rules.

(B) Use if the member was not yet vested at the end date of the period of joint accrual and the non-member pension partner has elected an RRSP Transfer

The administrator of the Pension Plan shall, upon being served with this Order, 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 the *Teachers' Pension Plans (Legislative Provisions) Regulation (AR 204/95)*. Prior to the administrator transferring the Plaintiff's Share to the Plaintiff's RRSP, the Plaintiff shall provide to the administrator all information the administrator requires to effect that transfer.

(C) Use if the member was vested as of the end date of the period of joint accrual but was not within 10 years of age 65

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 *Teachers' Pension Plans (Legislative Provisions) Regulation (AR 204/95)*. Prior to the administrator transferring the Plaintiff's share to the Plaintiff's LIRA, the Plaintiff shall provide to the administrator all information the administrator requires to effect that transfer.

(D) Use if the member was vested as of the end date of the period of joint accrual, was within 10 years of age 65, and the non-member pension partner is electing an immediate division

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 *Teachers' Pension Plans (Legislative Provisions) Regulation (AR 204/95)*. Prior to the administrator transferring the Plaintiff's share to the Plaintiff's LIRA, the Plaintiff shall provide to the administrator all information the administrator requires to effect that transfer.

- *please note, if the member was 65 or older as of the end date of the period of joint accrual, the MPO should also include the date to be used in calculating the Total Entitlement. If no date is mentioned in the MPO, ATRF will use the first day of the month following the day on which the order is filed with ATRF.*

(E) Use if the member was vested as of the end date of the period of joint accrual, was within 10 years of age 65, and the non-member pension partner is electing a delayed division

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

- (i) payment of Pension Plan benefits on the death of the Defendant;
- (ii) a reciprocal transfer of the Defendant's benefits in the Pension Plan to another pension plan; or
- (iii) commencement by the Defendant of their 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 *Teachers' Pension Plans (Legislative Provisions) Regulation (AR 204/95)*. Prior to the administrator transferring the Plaintiff's share to the Plaintiff's LIRA, the Plaintiff shall provide to the administrator all information the administrator requires to effect that 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. DIVIDED PENSION (pension is already in pay on date MPO is filed with ATRF)

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 *Teachers' Pension Plans (Legislative Provisions) Regulation (AR 204/95)*, 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"). The Plaintiff's Share of the monthly pension will be paid for as long as the pension is in pay providing the Plaintiff survives. Prior to the administrator commencing monthly payments to the Plaintiff, the Plaintiff shall provide to the administrator all information the administrator requires to commence payment.
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 option that was chosen at retirement, you may need to include provisions as to what is to occur on death. Contact ATRF to confirm the type of option that was elected and to determine whether benefits can continue to the non-member pension partner or the non-member pension partner's estate after the death of either party. To provide this information, ATRF requires a signed release from the pensioner.

Justice of the Court of Queen's Bench of Alberta

Entered this ____ day of _____, 20____,

Clerk of Court of Queen's Bench

Consented to by Counsel for the Plaintiff,

Consented to by Counsel for the Defendant:
