

**MEMORANDUM OF UNDERSTANDING REGARDING
THE TEACHERS' PENSION PLAN**

THIS AGREEMENT made the 4th day of May, 2014.

A M O N G:

**THE NEW BRUNSWICK TEACHERS FEDERATION (NBTF) / LA
FÉDÉRATIONS DES ENSEIGNANTS DU NOUVEAU-BRUNSWICK
(FENB)**

(referred to as the "Federation")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF NEW BRUNSWICK

(the "Province")

- and -

THE MINISTER OF FINANCE FOR NEW BRUNSWICK, in his capacity as
administrator of the *Teachers' Pension Act*

(the "Minister")

(the **Federation**, the Province and the Minister are hereinafter collectively
referred to as the "**Parties**")

WHEREAS the pension plan providing retirement benefits to teachers was established pursuant to the New Brunswick *Teachers' Pension Act* and the regulations thereunder (the "**TPA**");

AND WHEREAS the "**Province**" undertook to review public sector pension plans by respecting, among other things, the principles of sustainability, affordability, benefit security, transparency and inter-generational equity;

AND WHEREAS both the "**Province**" and the "**Federation**", exchanged proposals on pension reform, and pursuant to discussion of the "**Parties**" on the said proposals, an agreement in principle was reached for a redesigned pension plan, which the "**Parties**" recommend be adopted;

AND WHEREAS the representatives of the New Brunswick Society of Retired Teachers (NBSRT) and the Société des enseignantes et enseignants retraités francophones du Nouveau-Brunswick (SERFNB) were consulted on the redesigned pension plan;

AND WHEREAS the “Parties” have agreed to change the nature of the Teachers’ Pension Plan («TPA») in accordance with this Memorandum of Understanding and the Teachers’ Pension Plan Act («TPPA»);

AND WHEREAS the Province will repeal the «TPA» and introduce the «TPPA» with supporting documents;

AND WHEREAS the New Brunswick Teachers Pension Plan («NBTPP») as defined in Article 2 below) will cover all teachers and former teachers and “«Claimants»”, as defined in Article 2 below, currently covered under the «TPA»;

NOW THEREFORE the “Parties” enter into this Memorandum of Understanding in respect of the teachers eligible under the «TPA» who are now, or who will become «Members» of the «NBTPP», under the changes set out hereinafter;

ARTICLE I

1.1 The «Parties» understand that the repealing of the «TPA» will be submitted to the Legislature for its consideration and will be replaced by «TPPA» and the «NBTPP». All parts of this Memorandum of Understanding are conditional on the repealing of the «TPA» and the enactment of the «TPPA».

1.2 The «Parties» will take all such further actions, execute and deliver such further agreements, instruments and documents in writing and do all such other acts and things as may be necessary and/or desirable to achieve the change from the «TPA» to the «TPPA» and the «NBTPP».

ARTICLE II

2.1 Definitions:

“Ancillary Benefit” has the same meaning as is set out in the «TPPA», and, for greater certainty, also includes future Inflation Adjustments to Benefits («IAB»);

“Base Benefit” means, the amount of pension paid or payable to a «Contributor», a «Retiree», «Claimant» or deferred member at any given time as described under this Memorandum of Understanding. For greater certainty, the amount of pension paid is the amount paid to a «Retiree» or «Claimant» at the relevant date and the amount of pension payable is the amount accrued to the credit of a «Contributor» or deferred member for service rendered in the past and includes any «IAB» granted up to the relevant date and payable in accordance with any vested early retirement provisions at the relevant date, being any date at which the «Base Benefit» is calculated. “Board of Trustees” shall mean the board of trustees for the New Brunswick Teachers’ Pension Plan, which shall be the administrator of the New Brunswick Teachers Pension Plan as defined under the «TPPA»;

“Child” or “Children” means a child or children of the «Member» who are dependent on the member for support, and (i) under 19 years of age and will not attain age 19 in the calendar year that includes that time, (ii) under 25 years of age and will not attain age 25 in the calendar year that includes that time and is in full-time attendance at an education institution, or (iii) dependent on the «Member» by reason of mental or physical infirmity;

“Claimant” means, as the case may be, (i) the eligible «Spouse», child or estate of the «Member»;

“Consumer Price Index” or “CPI” means the Consumer Price Index as defined in subsection 8500(1) of the *Income Tax Regulations* (Canada).

“Contribution Holidays” means the full or partial reduction of the contributions normally paid by «Teachers» and the «Contributing Employer» into the New Brunswick Teachers’ Pension Plan where required under the Income Tax Act, and as defined in the «Funding Policy»;

“Contributing Employer” means the «Province» and any other entity that employs a «Teacher»;

“Contributor” means a contributor to the «TPA» and who are now, or who will become contributors to the «NBTPP», as the context requires and, for greater certainty, includes a teacher and a contributor (each as defined in the TPA);

“Conversion Date” means July 1, 2014;

“Funding Policy” means the funding policy for the «NBTPP», as amended from time to time, established in accordance with the «TPPA» and the parameters set out in Appendix A;

“Indexing Adjustment Benefit” or “IAB” means the annual adjustment to benefits of «Members», as may be approved by the «Board of Trustees» based on the «NBTPP»’s funding level and the terms of the «Funding Policy».

“Income Tax Act” means the *Income Tax Act* (Canada) and the regulations thereto, as it may be amended from time to time;

“Member” means a «Contributor», a «Retiree» and a former contributor entitled to benefits under the «TPA» referred to as deferred members and includes those who are now, or who will become members of the «NBTPP».

“New Brunswick Teachers’ Pension Plan” or “NBTPP” means the new pension plan introduced by the «Province» upon the repeal of the «TPA» and enactment of the «TPPA», which plan shall be subject to the «TPPA» and for greater certainty, will be regulated under the auspices of the Financial and Consumer Services Commission;

“**Retiree**” means a former teacher or contributor of the «TPA» or the «NBTPP» in receipt of a pension from the plan, as the case may be, and does not include a deferred vested member of either plan (as defined under the «TPPA») and includes a member in receipt of a disability pension under paragraphs 12(1)(b) and 12(1)(e) of the «TPA» as at the «Conversion Date» or at a later date under the equivalent provision of the «NBTPP»;

“**Spouse**” means a spouse as currently used under the TPA and includes a common-law partner as defined under the «TPA»;

“**Teacher**” means any person meeting the definition of teacher under the «TPA»;

“**Teachers’ Pension Act**” or “**TPA**” means the *Teachers’ Pension Act* (New Brunswick) and the regulations thereto, which is attached hereto as Appendix B;

“**Teachers’ Pension Plan Act**” or “**TPPA**” means the *Teachers’ Pension Plan Act* (New Brunswick) and the regulations thereto, as it may be amended from time to time;

“**Year’s Maximum Pensionable Earnings**” or “**YMPE**” shall have the meaning assigned by section 18 of the *Canada Pension Plan*, R.S. 1985, c. C-8.

ARTICLE III

3.1 The «TPA» shall be replaced by the «NBTPP» established under the «TPPA», which will have the following characteristics:

Purpose

- (a) The purpose of the new pension plan for teachers is to provide a revised framework for the management and delivery of pensions to «Teachers» in New Brunswick and other «Members» and «Claimants» under the «TPA». The objectives of the «Parties» are met in this new framework. It was also designed to respond to the specific demographic profile and needs of «Teachers» in New Brunswick.
- (b) Registration of the «NBTPP» with the Financial and Consumer Services Commission under the «TPPA» will extinguish all accrued rights to permanent and regular indexing for all «Members» and «Claimants» of the «TPA» and the calculation of future pensions on a best five year average formula. Upon repeal of the «TPA» and the establishment of the «TPPA» and the «NBTPP», future «IAB» will be determined with reference to annual increases in the «CPI», subject to a maximum annual increase in the «CPI» of 4.75%.
- (c) The scheduled level of «IAB» shall be 100% of «CPI» for «Contributors» prior to retirement and 75% of «CPI» for «Retirees», «Claimants» and deferred members. The scheduled levels of «IAB» shall be altered for a period of time if the financial framework established under this agreement shows that

the scheduled levels of «IAB» are unaffordable as per terms of the Funding Policy.

- (d) The required funding and risk management framework set out in Appendix A will be incorporated in the «TPA» mandating that an appropriate allocation be made within the required contribution formula to accrue a contingency reserve such that there is a reasonable expectation that «IAB» can be granted as scheduled.
- (e) The required funding and risk management framework will also be designed to result in a very low probability of having to trigger benefit adjustments in addition to increasing contributions and altering the post retirement «IAB», as per the terms of the Funding Policy. The Funding Policy will contain steps to recover from funding levels lower than desirable that will take priority over any actions leading to reduced benefits for «Contributors». While the objective is to protect pensions in pay to «Retirees» and «Claimants» to the greatest extent possible, in the highly unlikely event of dire economic circumstances, the «Board of Trustees» may need to include benefit reductions for «Retirees», and «Claimants» as part of the financial management of the «NBTPP». If this occurs, priority will be given to the recapture of any such benefit reductions («Retirees» and «Claimants» corrected first) once funding levels allow, as specified under the «Funding Policy».

Benefits

- (f) The «Base Benefit» for «Retirees», eligible «Claimants» in receipt of a pension and deferred members under the «TPA», shall be the amount of pension paid or payable at the «Conversion Date», plus all «IAB» as may be granted by the «Board of Trustees» from time to time, but at no time will include potential future «IAB».
- (g) The «Base Benefit» accrual rate for «Contributors»:
 - (i) shall remain unchanged at 1.3% of average salary (as defined in the «TPA») up to the average maximum salary (as defined in the «TPA») and 2% of average salary (as defined in the «TPA») in excess of the average maximum salary (as defined in the «TPA») for periods of eligible pensionable service (as determined under the «TPA») prior to the «Conversion Date» until a change is required under the «Funding Policy» or is agreed to between the «Federation» and the «Province». For greater certainty, only salary and «YMPE» prior to the «Conversion Date» is included in this calculation;
 - (ii) shall be 1.3% of salary (as defined in the «TPA») up to the «YMPE» for the year and 2% of salary (as defined in the «TPA») in excess of the «YMPE» (using an approach consistent with current practice for «Contributors» who work less than full time) for the year for periods of

eligible pensionable service on or after the «**Conversion Date**» until a change is required under the Funding Policy or is agreed to between the **Federation** and the **Province**.

- (h) The normal form of pension for all service is a life pension with a 50% survivor benefit payable to the «**Spouse**» or «**Children**», as the case may be, of the «**Member**» at death. «**Members**» with a «**Spouse**» at retirement shall also be entitled to the same optional forms as are currently available under subsection 13(4.1) of the «**TPA**».
- (i) Where applicable, «**Children**» of «**Members**» shall be entitled to the benefits set out in the «**TPA**». for pre-«**Conversion Date**» and post-«**Conversion Date**» benefits on the death of a «**Member**» or his or her surviving «**Spouse**», as the case may be. Any benefits payable to «**Children**» shall cease to be payable on the terms set out in the «**TPA**».
- (j) With respect to pre-«**Conversion Date**» and post-«**Conversion Date**» pensionable service, surviving «**Spouses**» of eligible «**Members**» who die prior to retirement are entitled to a 50% immediate pension; provided that if there is no surviving «**Spouse**», the «**Member**»'s «**Children**», shall be entitled to the pension on the terms set out in the «**TPA**», subject to the «**NBTPP**» and the Income Tax Act; provided that the minimum benefit payable to a survivor shall be the termination value of the «**Member**»'s pension with accrued interest as applicable under the «**TPA**».
- (k) The «**Base Benefit**» for each active «**Contributors**» shall be calculated as follows:
 - (i) for «**Contributors**» with pensionable service under the «**TPA**» prior to the «**Conversion Date**», the «**Base Benefit**» accrual rate as defined in 3.1(g)(i) above multiplied by the best 5 successive year average salary and average of the last three «**YMPEs**» (as defined in the «**TPA**»; provided that only salary and «**YMPE**» prior to the «**Conversion Date**» is included in this calculation) times years and fractions thereof of pensionable service in the «**TPA**» at the «**Conversion Date**»; provided further that the «**Base Benefit**» amount in respect of each year or fraction thereof cannot exceed the defined benefit limit, as determined under the Income Tax Act, for the applicable year; PLUS
 - (ii) for service on or after the «**Conversion Date**», the type of benefit is often referred to as an indexed or enhanced career average benefit, and is calculated as the «**Base Benefit**» accrual rate in 3.1(g)(ii) times the salary (as defined in the «**TPA**») earned during the relevant year (using an approach consistent with current practice for «**Contributors**» who work less than full time); provided that the «**Base Benefit**» amount in respect of each year or fraction thereof cannot exceed the defined benefit limit, as determined under the Income Tax Act, for the applicable year; and

- (iii) Subject to Article 3.1(c), «**IAB**» will be applied, to the «**Base Benefits**» calculated in 3.1(k)(i) on each January 1 following the «**Conversion Date**» and to the «**Base Benefits**» calculated under 3.1(k)(ii) on each January 1 starting with the January 1 that is 12 months after the year end in which the benefits were calculated, at the scheduled or altered level, whichever may be applicable at the time, based on the «**NBTPP**»'s financial situation as allowed for in the «**Funding Policy**»; and
- (iv) for purposes of the «**Base Benefit**» calculation at any given date, the current practice of accruing benefits each year over the 10 month school year period shall be retained where and when necessary.
- (l) The «**Base Benefit**» at termination or retirement is subject to a maximum amount which shall be the «**Base Benefit**» calculated using the formula under 3.1(k)(i) above for all service with salary and YMPE history at the retirement or termination date replacing the salary and YMPE history up to the «**Conversion Date**».
- (m) The intent is that benefits in excess of the maximums set out in subsection 9(4.3) of the «**TPA**» will continue to be paid and charged on an annual basis to the Consolidated Fund of the Province; provided that such benefits may also be subject to the same «**IAB**» formula as used for the «**NBTPP**» (including the adjustments for «**Contributors**», deferred members, «**Claimants**» and «**Retirees**»), and such benefits shall also be subject to adjustments in accordance with the «**Funding Policy**».
- (n) The eligibility for an immediate pension or allowance (early retirement rules) for «**Contributors**» shall be as follows:
 - (i) for service prior to the «**Conversion Date**», an unreduced pension at the earlier of
 - (1) rule of 87;
 - (2) age 60 with 20 years of service;
 - (3) 35 years of service; and
 - (4) age 65 with 2 years of service: and

- (ii) for service on or after the **«Conversion Date»**, an unreduced pension at the earlier of
 - (1) rule of 91;
 - (2) age 62 with 20 years of service;
 - (3) 35 years of service; and
 - (4) age 65 with 2 years of service; and
- (iii) a reduced pension or allowance, with a reduction as described in 3.1(n)(iv), is also available:
 - (1) under a rule of 80 or age 60 whichever is earlier for **«Contributors»** under the **«TPA»** immediately before the **«Conversion Date»**; and
 - (2) rule of 84 or age 62 whichever is earlier for **«Teachers»** becoming **«Contributors»** on or after the **«Conversion Date»**.
- (iv) For purposes of 3.1(n)(iii) the early retirement reduction shall be 5% per year early relative to the retirement rule applicable to the relevant portion of the pension. For greater certainty, the application of the reduction would be as follows:
 - (1) The reduction when measured against Rule of 87 for pre-conversion service or Rule of 91 for post-conversion service shall be 2.5% per index year (i.e., 5% per year early, there are two index years in every year, 1 year of service and 1 year of age);
 - (2) A **«Contributor»** aged 60 or over with less than 20 years of service would have a reduction of 5% per year early measured relative to an unreduced pension at age 65, and;
 - (3) A **«Contributor»** with at least 20 years of service who has reached age 60 would have no reduction for pre-conversion service and a reduction for post conversion service of the lesser of :
 - (I) 5 % per year early measured against age 62 and
 - (II) 2.5% per index year early measured relative to the rule of 91.

- (v) For deferred members, the rules above for eligibility to an immediate pension or allowance apply except for any eligibility related to an age plus service index referred to as "Rule of" above.
- (vi) Despite the provisions of paragraphs 3.1(n) (i) to (v) above, a «Contributor» or deferred member, who is aged 55 or over and who does not otherwise qualify for a reduced pension or allowance under any other rule, will be eligible for a reduced pension or allowance subject to a reduction of 5% per year early from age 65.
- (o) With respect to pre- «Conversion Date» pensionable service, «Members» are entitled to a bridge benefit payable between the «Members»'s early retirement date and age 65 equal to 0.7% of the average salary up to the average maximum salary (as defined in the «TPA») at the «Conversion Date» (subject to the maximums under the Income Tax Act) times pre-«Conversion Date» pensionable service. With respect to post- «Conversion Date» pensionable service, «Members» are entitled to a bridge benefit payable between the «Members»'s early retirement date and age 65 equal to 0.7% of salary up to the «YMPE» for each year of post-«Conversion Date» pensionable service. Where «IAB» is granted under the «NBTPP» it shall also apply to the bridge benefit.
- (p) In the event a «Member» terminates (includes division of pension on marriage or common law partnership breakdown) from the «NBTPP» prior to reaching eligibility for an immediate pension or allowance, the following shall apply:
 - (i) The 100% excess contribution rule shall apply with respect to all service; and
 - (ii) The transfer value of a «Member» or a «Claimant» will be the termination value as determined in accordance with the «TPPA».

Unless otherwise elected by the «Member», the amount shall remain in the «NBTPP» until the retirement, death, or marriage or common law partnership breakdown of the «Member» and the «Member» shall be subject to all future changes, including entitlement to future enhancements, declared by the «Board of Trustees».

Funding and Risk Management

- (q) Contributions will be defined at the «Conversion Date» of the «NBTPP» to provide the desired security level for «Base Benefits» as required under the «TPPA».
- (r) As at the «Conversion Date», the «Contributing Employer» (on its own behalf and on behalf of the «Teachers») will remit monthly contributions at the levels required as per the schedules below to the «Board of Trustees» of the «NBTPP» within the time limits established by the «Board of Trustees» from

time to time. The contributions as at the «**Conversion Date**», and until the date that is fifteen (15) years from the «**Conversion Date**», shall be as shown in the table below:

Year	« Teachers »			« Contributing Employer »		
	Below YMPE	Above YMPE	Approx. Average	Below YMPE	Above YMPE	Approx. Average
1	8.5%	10.2%	9.0%	11.5%	13.2%	12.00%
2	9.0%	10.7%	9.5%	11.5%	13.2%	12.00%
3	9.5%	11.2%	10.0%	11.5%	13.2%	12.00%
4	10.0%	11.7%	10.5%	11.5%	13.2%	12.00%
5	10.0%	11.7%	10.5%	11.5%	13.2%	12.00%
6 to 10	10.0%	11.7%	10.5%	10.75%	12.45%	11.25%
11 to 15	10.0%	11.7%	10.5%	10.00%	11.70%	10.50%
16 and over (as per 3.1(s) below)	9.25%	10.95%	9.75%	9.25%	10.95%	9.75%

These contribution rates were tested against the risk management rule as at December 31, 2013 and are in compliance with the «**TPPA**». These contribution rates are subject to adjustment by the «**Board of Trustees**» from time to time, subject to the triggering mechanism and limitations imposed by the «**Funding Policy**».

- (s) Effective as of the date that is fifteen (15) years from the «**Conversion Date**», Teacher contributions and «**Contributing Employer**» contributions shall be equal subject to any limits under the Income Tax Act. The initial contributions as at the date that is fifteen (15) years from the «**Conversion Date**» shall be as follows:
- (i) The aggregate contribution amount shall be determined as follows:

- A. The average «**Teacher**» contribution rate produced by the initial «**Teacher**» contribution formula of 9.25% of pensionable earnings for pensionable earnings up to the «**YMPE**» and 10.95% of pensionable earnings above the «**YMPE**» shall be determined at such time and 9.75% shall be added to such amount. The sum shall then be divided by two (each a «**Contribution Amount**»).
- (ii) The aggregate contribution amount shall be split as follows:
 - A. The new initial «**Teachers**» contribution rate shall be determined by adjusting the «**Contribution Amount**» below and above the «**YMPE**» as appropriate at that time; and
 - B. The «**Contributing Employer**» will match «**Teacher**» contributions.

These contribution rates are subject to adjustment by the «**Board of Trustees**» from time to time subject to the triggering mechanism and limitations imposed by the «**Funding Policy**».

- (t) «**Contribution Holidays**» will only be permitted if required under the Income Tax Act, and will only be applied in the manner allowed under the Funding Policy; provided that if the «**Contributing Employer**» contribution rate is in excess of the Teacher contribution rate at the time of such «**Contribution Holiday**», any such «**Contribution Holidays**» must be applied first to the «**Contributing Employer's**» contributions until such time as the «**Teachers**» and «**Contributing Employer**» contribution levels are equal. Once such contribution levels are equal, any further contribution decreases shall be applied equally to the «**Contributing Employer**» and the «**Teachers**».
- (u) A Funding Policy must also be established, by agreement between the «**Parties**», in accordance to the parameters accepted by the «**Federation**» and the «**Province**» (attached hereto as Appendix A) to provide the rules that will guide the «**Board of Trustees**» in making decisions related to required increases or decreases in contributions, the ability to continue to pay the level of scheduled «**IAB**» and other risk management requirements and potential benefit enhancements or reductions as may be required or allowed under the «**Funding Policy**».
- (v) The «**Funding Policy**» shall at a minimum contain:
 - (i) Definition of the key terms used in the «**Funding Policy**».
 - (ii) A clear statement of the funding goals. Such funding goals shall be such that the «**NBTPP**» is administered in accordance with the objectives of the Parties. Such objectives shall include a margin in the contributions to build a contingency reserve, to the extent possible, to better manage the financial risks associated with the operation of the «**NBTPP**».

- (iii) A description of the cost sharing between the «**Teachers**» and «**Contributing Employers**».
- (iv) A description of the required contributions and changes allowed under what conditions. Such changes in contributions shall be at the sole discretion of the Trustees and shall be implemented when required and in the amounts allowed by the «**Funding Policy**».
- (v) A clear statement as to responsibility for «**NBTPP**» expenses. For the «**NBTPP**», all expenses are paid by the «**NBTPP**» unless otherwise agreed, by the «**Parties**».
- (vi) A plan that shall contain both the priority order and the level of changes allowed should the «**NBTPP**»'s financial performance fall below the objectives referred to in 3.1 (v) (ii) above. This risk management plan shall be such that reduction of «**Base Benefits**» for «**Retirees**» and «**Claimants**» would occur as a last step and only after all other possible actions by the «**Board of Trustees**» have been exhausted and the funding shortfall cannot be otherwise resolved in the period defined in the «**Funding Policy**».
- (vii) Similarly a plan that shall contain both the priority order and the level of changes allowed should the «**NBTPP**»'s financial performance exceed the objectives referred to in 3.1 (v) (ii) above.
- (viii) A description of the financial measurement basis adopted by the «**NBTPP**».
- (w) A vested base or ancillary benefit under the terms of this agreement does not imply an accrued right to the amount of the benefit but covers the rules used to calculate the benefit.

Governance

- (x) A «**Board of Trustees**» comprised of no more than ten (10) trustees will administer the «**NBTPP**». Half of trustees shall be appointed by the «**Province**» and the other half shall be appointed by the «**Federation**». . In addition, there shall be two observers appointed by the «**Federation**», who shall have the right to attend all Board meetings, but without a vote. Such observers shall have the same opportunities for education and training as trustees appointed under this section. The «**Board of Trustees**» must be established pursuant to a Declaration of Trust by the «**Conversion Date**». In the event that the «**Board of Trustees**» has not been established by the «**Conversion Date**», the Minister shall assume the responsibility of the «**Board of Trustees**». Within three (3) months of the establishment of the «**Board of Trustees**», the «**Board of Trustees**» shall select a person who shall be called upon to cast the

deciding vote in the event that the **«Board of Trustees»** is deadlocked. Such person shall not be a member of the **«Board of Trustees»**.

- (y) A working group has already been established by the Province to address pension governance matters that it considers best practices to support the goals of pension plans operating under a risk management process. The **«Federation»** will be invited to participate on the working group. The **«Parties»** will be guided by the recommendations of this working group when establishing the **«NBTPP»**.
- (z) After the **«Conversion Date»**, the **«Province»** and any other **«Contributing Employer»** will have no financial obligations or responsibilities for the **«NBTPP»** save and except for the obligation to make contributions to it as per the terms of this Memorandum of Understanding, and the **«Funding Policy»**. For greater certainty, once the plan text and **«Funding Policy»** for the **«NBTPP»** have been adopted, they shall supersede this Memorandum of Understanding.
- (aa) The funds held by the New Brunswick Investment Management Corporation in respect of the **«TPA»** are held in trust for the **«Members»** and **«Claimants»** under the **«TPA»**. Such **«TPA» «Members»** and **«Claimants»** shall become **«Members»** and **«Claimants»** under the **«NBTPP»** as of the **«Conversion Date»**. Effective at the **«Conversion Date»**, New Brunswick Investment Management Corporation shall continue to manage the assets of the **«NBTPP»** for a minimum period of five (5) years from the **«Conversion Date»**. As set out above, the **«Board of Trustees»** shall be the administrator of the **«NBTPP»** as of the **«Conversion Date»**. Effective as of the **«Conversion Date»**, the **«Board of Trustees»** shall enter into a contract with a custodian to assume custody of the fund of the **«NBTPP»**.
- (bb) The current day-to-day administrator shall continue to administer the **«NBTPP»** for a minimum period of five (5) years from the **«Conversion Date»**.
- (cc) The current actuaries for the **«TPA»** shall be the interim actuaries for the **«NBTPP»** for a minimum period of two (2) years.
- (dd) The **«Board of Trustees»** shall be responsible for:
 - (i) All measurements and reporting required by the **«TPA»** including regular actuarial valuations and stochastic modeling of the assets and the liabilities of the **«NBTPP»**;
 - (ii) Establishing an investment policy subject to an annual review for the purpose of ensuring that the desired security for both the **«Base Benefits»** and the **«Ancillary Benefits»** that are expected to be achieved;
 - (iii) Administering the **«NBTPP»** in accordance with the text of the **«NBTPP»** and the **«Funding Policy»** and, for greater clarity, this includes

the power to increase or decrease contributions and benefits in accordance with the «Funding Policy»; and

- (iv) All other requirements of an administrator under the «TPPA».

ARTICLE IV CONVERSION DETAILS

4.1 The following items describe the key principles of the proposed conversion:

- (a) The «NBTPP» will be effective from and after the «Conversion Date». All conversion benefit calculations and contribution calculations will be made as of that date without regard to any administrative changes required to effect the conversion.
- (b) The «NBTPP» will be subject to the «TPPA» and the Income Tax Act. For greater certainty, and despite any other provision of this Memorandum of Understanding, any benefits provided for herein to be payable from the «NBTPP» or contributions required to be made hereunder to the «NBTPP» are subject to the maximums permitted under the Income Tax Act.
- (c) This Memorandum of Understanding does not affect the terms and conditions of employment established through the collective bargaining process negotiated from time to time between the «Federation» and the «Province », other than as required to convert the «TPA» to the «NBTPP».
- (d) With respect to pre-«Conversion Date» service, provisions of the «TPA» not expressly or by necessary implication discontinued or amended by this Memorandum of Understanding are to be preserved in the «NBTPP». If there is a conflict between the «TPA» and the «NBTPP» with respect to pre-«Conversion Date» service, the terms of the «TPA» shall prevail. With respect to post-«Conversion Date» service, conditions favourable to «TPA» «Members» or «Claimants» not expressly or by necessary implication set out in this Memorandum of Understanding are intended to be preserved in the «NBTPP».

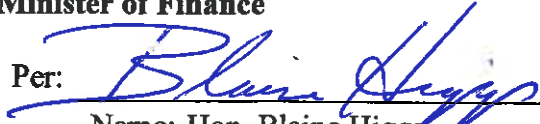
ARTICLE V GENERAL

5.1 Counterparts

This Memorandum of Understanding may be executed in any number of counterparts (including by way of facsimile) and all of such counterparts taken together will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, each of the signatories hereto has caused this Memorandum of Understanding to be signed by its respective duly authorized officers or representatives as of the date first above written.

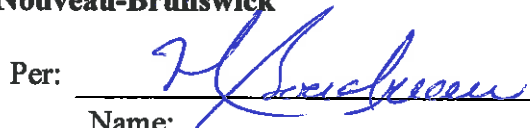
**HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE OF
NEW BRUNSWICK, as represented by the
Minister of Finance**

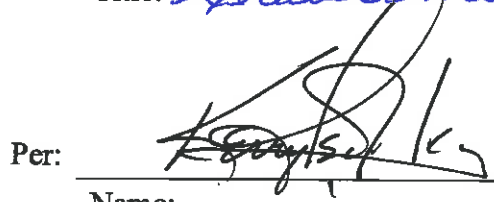
Per: 
Name: Hon. Blaine Higgs
Title: Minister of Finance

**THE MINISTER OF FINANCE FOR THE
PROVINCE OF NEW BRUNSWICK, in his
capacity as administrator of the *Teachers'*
*Pension Act***

Per: 
Name: Hon. Blaine Higgs
Title: Minister of Finance

**New Brunswick Teachers
Federation/Fédérations des enseignants du
Nouveau-Brunswick**

Per: 
Name:
Title: *Executive Director*

Per: 
Name:
Title: *Deputy Executive Director*

Appendix “A” – Parameters Used under Risk Management Framework

The risk management framework tests conducted on the «NBTPP» were carried out as at April 1, 2013 with adjustments to December 31, 2013 using the following assumptions and parameters. Any change to these parameters will change the results of the risk management tests and the required contribution rates to meet the funding goals required by the «TPPA». The adopted Funding Policy shall adhere to these parameters unless changes are agreed to by the «Federation» and the «Province».

Discount rate:	A discount rate net of inflation of 4.00% per annum with an inflation assumption as represented by the «CPI» of 2.25% per annum. Future discount rates to be determined consistent with the objectives of the «NBTPP» and actuarial standards as they may apply from time to time.
Mortality basis:	RPP 2014 Public Sector Mortality Table with adjustment factors of 1.16 (Male) and 1.02 (Female). In the future, this assumption will be changed as may be required to reflect latest available information on life expectancy.
Other assumptions:	Current valuation assumptions except that retirement pattern assumptions were adjusted to allow for the anticipated effect of the retirement rules considered in the costing.
Future assumptions:	The assumptions described above are intended to remain in effect for a minimum of two years. Changes in assumptions after that time are the sole responsibility of the actuary based on accepted actuarial practice and consistent with the purposes of the «NBTPP» (no margin for adverse deviation in the discount rate unless changes contemplated to the asset mix increase the risk profile of the «NBTPP» from the level immediately prior to the proposed change as measured based on the risk management rule). Changes in assumptions as may be required from time to time shall not result in a change in the contribution schedules agreed under the terms of this MOU. For greater certainty, the contribution levels described in this MOU and the increases/decreases in contributions described in this Appendix A shall remain unchanged even if a change in assumptions might have resulted in a different level of contributions had these assumptions been used at the «Conversion Date».
Retirement rules:	As per Section 3.1 (n) in the MOU.

- Funding level:** Measured using a closed group method. Valuation assets equal to the market value of assets divided by the total liabilities for **«Base Benefits»** and **«Ancillary Benefits»** including potential future **«IAB»** at the scheduled level for all future years, both at the relevant valuation date.
- Contributions:** Regular contributions as per Section 3.1(r) and (s) of the MOU.
- These contribution rates are calculated based on the risk management test that is in compliance with the **«TPPA»**.
- These contribution rates are subject to adjustment by the **«Board of Trustees»** from time to time subject to the triggering mechanism and limitations imposed by the **«Funding Policy»**.
- Financial measurement:** The **«NBTPP»** will be valued on a going concern basis using best estimate economic assumptions, consistent with the basis used to establish the **«NBTPP»**. Financial measurement for purposes of determining actions required under the **«Funding Policy»** for the plan to deal with deficits will use a three year moving average of the funded level of the **«NBTPP»** (funded level = market value of assets divided by going concern liabilities including scheduled indexing for all future years).
- As such, when the **«NBTPP»** is less than 100% funded, the equivalent required additional funding measured as a percentage of payroll over 15 years will be determined each year either through a formal filed actuarial valuation report or through an annual estimate when no formal report is filed. The resulting required additional contribution will be reduced by the difference between the total contributions to the **«NBTPP»** from both parties (excluding contribution increases described below) and the **«NBTPP»**'s normal cost (determined as if scheduled **«IAB»** were applied for all future years).
- The residual amount will be used to trigger action under the plan to recover from a deficit. For the plan to manage surpluses, only the closed group funding level will be used. A three year averaging will not apply in these circumstances because the 5% buffer above the reserve of 10% is deemed to be a reasonable proxy for a three year moving average.
- Contribution increases:** Regular contribution rates are subject to an increase should a future valuation reveal a funding level of less than 100%. Both the Teacher contribution rate and the **«Contributing Employer»** contribution rate will be increased in equal amounts up to 1.5% each.

The amount of the required increase shall be calculated based on an amortization over 15 years (as a percentage of payroll) of the portion of the deficit that is not covered by contributions towards the contingency reserve also amortized over a 15 year period as described under Financial Measurement above.

No increase will be made unless the required additional contributions exceed 1% of payroll in total (0.5% each Party).

Any increase will be eliminated once a future valuation reveals that they are no longer needed because the agreed contribution schedule in paragraphs 3.1(r) and 3.1(s) of this MOU is sufficient to bring the plan to a 100% funded level over no more than 15 years.

If the increased contributions are in effect for 6 successive years, then the scheduled «IAB» will need to be decreased as per the terms of the funding policy, as at January 1 of the 7th year. This is included as a risk management measure designed to accelerate the return to a sound funding level and reduce the risk to all plan «Members» and «Claimants».

Contribution decreases:

Regular contribution rates are subject to a decrease should a future valuation reveal a funding level of greater than 115%. The decrease shall be a total of 3% of payroll (1.5% for each Party) and will remain in effect until an actuarial valuation reveals a funding level below 110%, at which time such contribution decrease shall be eliminated.

«IAB»

The first scheduled «IAB» shall be at January 1, 2015. For «Contributors» prior to retirement, 50% of «CPI» will be granted at January 1, 2015. Only 50% of «CPI» can be granted at that date for «Contributors» prior to retirement since only 6 months will have elapsed after conversion. For post-retirement indexing on January 1, 2015, the calculation of the «IAB» will include the sum of the increase in the «CPI» at January 1, 2014 (0.96%) and 75% of the increase in «CPI» at January 1, 2015. For purposes of the calculation of the «IAB», the annual increase in «CPI» will be calculated based on the increase in the average of the Consumer Price Index for the twelve month period ending June 30 in the year preceding that year relative to this same average on the preceding June 30, subject to a maximum each year of 4.75%.

On each January 1 subsequent to January 1, 2015, the scheduled level of «IAB» shall be 100% of the increase in «CPI» for «Contributors» prior to retirement and 75% of the increase in «CPI» for «Retirees», «Claimants» and deferred members. These

scheduled levels of «IAB» shall remain in effect until a funding valuation of the «NBTPP» reveals that they are no longer affordable. The Scheduled «IAB» is subject to a maximum increase in the «CPI» of 4.75% in any given year.

The trigger for reduced indexing shall be at the point that the financial measurement reveals that the increased contributions of 3% are insufficient to bring the «NBTPP» back to a 100% closed group funded level over the next 15 years. The scheduled «IAB» for the post-retirement period shall be reduced first by a level which in the opinion of the «Board of Trustees», based on a recommendation of the actuary, is sufficiently prudent to improve the overall security of the benefits provided by the plan. Such decrease in indexing shall be no less than the amount that would bring the «NBTPP» to a fully funded position over 15 years taking into account the effect of the decrease «IAB» on both the normal cost and the liabilities.

The decrease in «IAB» can be eliminated by the «Board of Trustees» once a future valuation reveals that the three year moving average of required contributions is below the portion covered by the contributions in excess of normal cost (i.e., margin for contingency reserve).

Target Asset Allocation:

The target asset allocation shall be reviewed by the new «Board of Trustees» and the New Brunswick Investment Management Corporation and may be subject to change on the condition that any such changes will not result, in the opinion of the actuary, in exceeding the minimum risk management framework test mandated under the «TPPA».

The «Parties» recognize that the Fund manager(s) need to transition assets on a rational basis. Consequently, the target asset allocation shall be attained over a reasonable period, which period shall not exceed two (2) years.

The following asset allocation was used to conduct the initial risk management framework tests: 49% Fixed Income, 31% Equity, 5% Private Equity, 5% Real Estate, 5% Hedge Fund and 5% Infrastructure.

Plan to deal with deficits: Based on the following steps applied in succession until funding goals are met:

- (1) Contingency reserve, if any, and contributions towards the contingency reserve used to offset deficits ;
- (2) Increase contributions as allowed under the «**Funding Policy**»;
- (3) Reduce «**IAB**» of «**Contributors**» for future service only;
- (4) Reduce post-retirement «**IAB**»;
- (5) Change other benefits for «**Contributors**» only such that the amount of savings equates to 10% of payroll taking into account the reduction in the normal cost and the liabilities over an amortization period of 15 years. Such reductions should consider factors such as the scheduled «**IAB**» for «**Contributors**» prior to retirement, retirement rules for future service, benefit levels for future service and retirement rules for past service. As an example of the measurement for this item, assume a reduction in benefits that reduces the liability in current dollar terms by \$100 M and the normal cost by 1% of payroll. A \$100 M decrease in liability currently represents about 1.5% of payroll over 15 years. Such a change would be a change of 2.5% of payroll for purposes of this item;
- (6) Reduce «**Base Benefits**» for «**Contributors**» first provided such reduction is deemed appropriate by the «**Board of Trustees**» taking into account the principles of sustainability, affordability, benefit security, transparency and inter-generational equity;
- (7) While the objective is to protect pensions in pay to «**Retirees**» and «**Claimants**» to the greatest extent possible, in the highly unlikely event of dire economic circumstances, the «**Board of Trustees**» may need to include benefit reductions for «**Retirees**» and «**Claimants**» as part of the financial management of the «**NBTPP**». If this occurs, priority will be given to the recapture of any such benefit reductions for future payments («**Retirees**» and «**Claimants**» corrected first) once funding levels allow, as specified under the «**Funding Policy**».

If any of steps (5) through (7) are implemented, then priority must be given to reversing these changes in reverse order of application

before any future «IAB» is granted, and before the plan to manage surpluses can be implemented.

Steps (2) to (4) can revert to normal and steps (5) to (7) can be reversed, when the cumulative effect of the non-reversed steps are sufficient to bring the «NBTPP» back to a 100% funded level over the 15 years following the valuation date. Such funding level shall include the scheduled levels of «IAB» for all future years.

Plan to manage surpluses: Based on the following steps applied in succession until funding goals are met:

- 1) When the «NBTPP» exceeds a 100% funding level, the priority is to build a contingency reserve up to 10% of the liabilities.
- 2) The next step shall be to build a buffer of 5% of the liabilities before considering the following action.
- 3) Once the «NBTPP» is 115% funded, contributions shall be reduced by 3% in total (1.5% for each Party).
- 4) If the funding level reaches 120%, 20% of the excess above 110% can be used to recapture, for future payments only, the amount of «IAB» that may have been lost by triggering Steps (3) to (5) of the plan to deal with deficits in prior years, up to scheduled «IAB» for all past years. The priority in this step is the scheduled «IAB» for «Contributors» prior to retirement (if not already addressed).

Once all of the previous steps have been met, the «Board of Trustees» can propose benefit changes for implementation provided such proposed benefit changes meet the following criteria, as certified by the actuary and if necessary, the investment or risk manager, as may be applicable at the time:

- (i) Include a 50% allocation of excess funds to risk management purposes based on best practices at the time the changes are proposed. (This could include purchasing insured contracts, de-risking of assets or holding additional reserves);
- (ii) Exceed the risk management goal for benefit security under the «TPPA» by 1.5% (based on current rule under the «TPPA», this would mean a 99% probability of not having to reduce «Base Benefits»);

- (iii) Do not negatively impact the expected future «IAB» credited up to the date of the proposed change;
- (iv) Are aligned with the purpose of the «NBTPP»;
- (v) Have broad allocation so as not to be limited to a small subset of the membership;
- (vi) Provide benefits that are competitive with prevailing pension plan design practices in the public sector of comparably sized provinces at the time the changes are proposed;
- (vii) Meet with the approval of the Superintendent of Pensions and comply with the «TPPA» and other applicable laws at the time.

Such proposed changes must be submitted to the «Parties» in a report that attests that the foregoing criteria have been met and the «Parties» shall have the opportunity to have the report peer reviewed by a third party to validate the proposal, within a reasonable time frame, before the proposed changes become effective.

Appendix "B"
Teachers' Pension Act



CHAPTER 61

Teachers' Pension Plan Act

Assented to May 21, 2014

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CHAPITRE 61

Loi sur le régime de pension des enseignants

Sanctionnée le 21 mai 2014

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Her Majesty, by and with the advice and consent of the Legislative Assembly of New Brunswick, enacts as follows:

Definitions

1 The following definitions apply in this Act.

“actuarial gain” means an actuarial gain determined in accordance with subsection 17(5); (*gain actuariel*)

“actuarial loss” means an actuarial loss determined in accordance with subsection 17(5); (*perte actuarielle*)

“administrator” means the person or persons who administer the plan. (*administrateur*)

“closed group funded ratio” means the ratio calculated by dividing the market value of the going concern assets of the plan by the funding liabilities of the plan as of the valuation date. (*coefficient de capitalisation du groupe sans entrants*)

“Consumer Price Index” means Consumer Price Index as defined in subsection 8500(1) of the *Income Tax Regulations* (Canada). (*indice des prix à la consommation*)

“cost certificate” means a cost certificate prepared under subsection 14(2). (*certificat attestant des coûts*)

“escalated adjustment” means an escalated adjustment as defined in New Brunswick Regulation 91-195 under the *Pension Benefits Act* and includes an adjustment to a benefit under the *Teachers' Pension Act* made in accordance with section 10 or 10.1 of the *Teachers' Pension Act*. (*rajustement actualisé*)

“employer” means an employer required to make contributions under the plan. (*employeur*)

“funding correction” means an action taken in accordance with the plan's funding policy to address a deficit, including increasing contributions, reducing future base benefits or future ancillary benefits and reducing past base benefits or past ancillary benefits. (*correction du financement*)

“funding liabilities” means the liabilities of the plan determined in accordance with section 17 and with the assumption that liability for scheduled escalated adjustments will apply in all future years. (*passif de financement*)

Sa Majesté, sur l'avis et avec le consentement de l'Assemblée législative du Nouveau-Brunswick, édicte :

Définitions

1 Les définitions qui suivent s'appliquent à la présente loi.

« administrateur » S'entend de la personne ou des personnes qui administrent le régime. (*administrator*)

« certificat attestant des coûts » S'entend de celui qui est préparé en conformité avec le paragraphe 14(2). (*cost certificate*)

« coefficient de capitalisation du groupe sans entrants » Le coefficient que l'on obtient en divisant la valeur marchande de l'actif du régime évalué sur une base de permanence par le passif de financement de ce régime à la date d'évaluation. (*closed group funded ratio*)

« correction du financement » S'entend d'une mesure prise conformément à la politique de financement du régime pour combler le déficit, notamment l'augmentation des contributions, la réduction des prestations de base futures ou des prestations accessoires futures et la réduction des prestations de base antérieures ou des prestations accessoires antérieures. (*funding correction*)

« coût d'exercice du financement » S'entend de celui qui est déterminé conformément à l'article 17 et à l'hypothèse selon laquelle le coût des rajustements actualisés réguliers s'appliquera à toutes les années futures. (*funding normal cost*)

« date d'évaluation » La date de vérification d'un rapport d'évaluation actuarielle ou d'un certificat attestant des coûts. (*valuation date*)

« employeur » S'entend de celui qui est tenu de cotiser en vertu du régime. (*employer*)

« évaluation de financement » S'entend de l'évaluation du passif de financement et du coût d'exercice du financement du régime effectuée conformément à l'article 17 et servant à déterminer quelles mesures doivent ou peuvent être prises en vertu de la politique de financement du régime. (*funding valuation*)

« gain actuariel » S'entend de celui qui est déterminé en conformité avec le paragraphe 17(5). (*actuarial gain*)

“funding normal cost” means the normal cost determined in accordance with section 17 and with the assumption that the cost of scheduled escalated adjustments will apply in all future years. (*coût d'exercice du financement*)

“funding valuation” means a valuation of the funding liabilities and funding normal cost of the plan performed in accordance with section 17, which valuation is used to determine the actions that are required or permitted under the funding policy of the plan. (*évaluation de financement*)

“plan” means the pension plan converted in accordance with subsection 6(1). (*régime*)

“Regulation 91-195” means New Brunswick Regulation 91-195 under the *Pension Benefits Act*. (*Règlement 91-195*)

“Regulation 2012-75” means New Brunswick Regulation 2012-75 under the *Pension Benefits Act*. (*Règlement 2012-75*)

“scheduled escalated adjustments” means the form of contingent indexing provided under the plan in which escalated adjustments are provided on an annual basis and the amount of the adjustment is subject to reduction based on the funding policy and the funded status of the plan at the relevant date. (*rajustements actualisés réguliers*)

“Superintendent” means the Superintendent as defined in the *Pension Benefits Act*. (*surintendant*)

“valuation date” means the review date of an actuarial valuation report or a cost certificate. (*date d'évaluation*)

Application

2 This Act applies to the plan.

Application of *Pension Benefits Act*

3(1) Except as otherwise provided in this Act, the provisions of the *Pension Benefits Act* and the regulations under that Act apply to the plan.

« indice des prix à la consommation » S'entend au sens de la définition que donne de ce terme le paragraphe 8500(1) du *Règlement de l'impôt sur le revenu* (Canada). (*Consumer Price Index*)

« passif de financement » S'entend du passif du régime déterminé conformément à l'article 17 et à l'hypothèse selon laquelle le passif des rajustements actualisés réguliers s'appliquera à toutes les années futures. (*funding liabilities*)

« perte actuarielle » S'entend de celle qui est déterminée en conformité avec le paragraphe 17(5). (*actuarial loss*)

« rajustement actualisé » S'entend au sens de la définition que donne de ce terme le Règlement 91-195 pris en vertu de la *Loi sur les prestations de pension* et s'entend également de celui qui est apporté à une prestation en conformité avec l'article 10 ou 10.1 de la *Loi sur la pension de retraite des enseignants*. (*escalated adjustment*)

« rajustements actualisés réguliers » S'entend d'une forme d'indexation conditionnelle que prévoit le régime à partir de laquelle sont apportés des rajustements actualisés chaque année, le montant de ces rajustements pouvant être réduit conformément à la politique de financement et selon la situation de capitalisation de ce régime à la date considérée. (*scheduled escalated adjustments*)

« régime » S'entend du régime de pension qui est converti conformément au paragraphe 6(1). (*plan*)

« Règlement 91-195 » Règlement du Nouveau-Brunswick 91-195 pris en vertu de la *Loi sur les prestations de pension*. (*Regulation 91-195*)

« Règlement 2012-75 » Règlement du Nouveau-Brunswick 2012-75 pris en vertu de la *Loi sur les prestations de pension*. (*Regulation 2012-75*)

« surintendant » S'entend au sens de la définition que donne de ce mot la *Loi sur les prestations de pension*. (*Superintendent*)

Champ d'application

2 La présente loi s'applique au régime.

Application de la *Loi sur les prestations de pension*

3(1) Sauf disposition contraire de la présente loi, les dispositions de la *Loi sur les prestations de pension* et de ses règlements s'appliquent au régime.

3(2) Any reference in the following provisions in the *Pension Benefits Act* to “this Act”, “this Act and the regulations”, “the regulations” or words of like import is deemed to also include a reference to this Act:

- (a) 10(10);
- (b) 13(1) and (2);
- (c) 14(1) and 14(2)(b);
- (d) 20 and 28(5);
- (e) 34(4);
- (f) 41(7), 44(17) and 49(1), (3) and (6);
- (g) 53 and 58;
- (h) 61(1)(e), 65(1)(a) and (b), 67(1) and 68;
- (i) 72(2) and (6) and 73(1);
- (j) 82(1), 83(1), 84(1) and 86;
- (k) 91(3);
- (l) 100.5(8).

3(3) Unless the context requires otherwise, any reference in the *Pension Benefits Act* or the regulations under that Act to “shared risk plan” is deemed to also include a reference to the plan.

Application of Regulation 2012-75

4(1) Sections 7, 11, 12 and 14, paragraphs 15(4)(a) and (b) and subsection 15(5) of Regulation 2012-75 do not apply to the plan.

4(2) For the purposes of the plan, in Regulation 2012-75

- (a) any reference to “funding policy normal cost” shall be read as a reference to “funding normal cost”;
- (b) any reference to “funding policy liabilities” shall be read as a reference to “funding liabilities”;

3(2) Tout renvoi dans les dispositions ci-dessous énumérées de la *Loi sur les prestations de pension* à « la présente loi », à « la présente loi et les règlements », à « des règlements » ou à d'autres mots semblables est réputé constituer également un renvoi à la présente loi :

- a) 10(10);
- b) 13(1) et (2);
- c) 14(1) et 14(2)b);
- d) 20 et 28(5);
- e) 34(4);
- f) 41(7), 44(17) et 49(1), (3) et (6);
- g) 53 et 58;
- h) 61(1)e), 65(1)a) et b), 67(1) et 68;
- i) 72(2) et (6) et 73(1);
- j) 82(1), 83(1), 84(1) et 86;
- k) 91(3);
- l) 100.5(8).

3(3) Sauf indication contraire du contexte, tout renvoi dans les dispositions de la *Loi sur les prestations de pension* ou de ses règlements au « régime à risques partagés » est réputé constituer également un renvoi au régime.

Application du Règlement 2012-75

4(1) Les articles 7, 11, 12 et 14, les alinéas 15(4)a) et b) et le paragraphe 15(5) du Règlement 2012-75 ne s'appliquent pas au régime.

4(2) Aux fins d'application du régime, dans le Règlement 2012-75 :

- a) tout renvoi au « coût d'exercice de la politique de financement » vaut renvoi au « coût d'exercice du financement »;
- b) tout renvoi au « passif de la politique de financement » vaut renvoi au « passif de financement »;

(c) any reference to “open group funded ratio” shall be read as a reference to “closed group funded ratio”,

(d) the definition of “termination value funded ratio” shall be deemed to also include the termination value funded ratio calculated under subsection 17(7),

(e) the reference in paragraph 6(2)(a) of that Regulation to “the risk management goals in accordance with section 7” shall be read as a reference to the risk management goal referred to in subsection 11(1) of this Act,

(f) the reference in paragraph 6(2)(e) of that Regulation to “a funding deficit recovery plan in accordance with section 11” shall be read as a reference to the funding deficit recovery plan referred to in section 12 of this Act,

(g) the reference in paragraph 6(2)(f) of that Regulation to “a funding excess utilization plan in accordance with section 12” shall be read as a reference to the funding excess utilization plan referred to in section 13 of this Act,

(h) the reference in paragraph 9(1)(c) of that Regulation to “the risk management goals referred to in section 7” shall be read as a reference to the risk management goal referred to in subsection 11(1) of this Act, and

(i) the references in the following provisions of that Regulation to “paragraph 14(6)(e)” shall be read as a reference to “subsection 17(7) of the *Teachers’ Pension Plan Act*”:

(i) 16(6);

(ii) 18(1)(b); and

(iii) 18(2).

Conflict

5 Despite section 5 or subsection 6(1) of the *Pension Benefits Act* or any other provision of that Act or any regulations made under that Act, or any other Act of the Legislative Assembly or any regulation made under those Acts, or any deed of settlement, agreement, contract, trust agreement, pension plan or other instrument, if any provision of this Act is inconsistent with any provision of the *Pension Benefits Act* or any regulations made under that Act, or with any provision of any other Act or regulation

c) tout renvoi au « coefficient de capitalisation du groupe avec entrants » vaut renvoi au « coefficient de capitalisation du groupe sans entrants »;

d) la définition « coefficient de capitalisation de la valeur de terminaison » est réputée comprendre aussi le coefficient de capitalisation de la valeur de terminaison calculé en conformité avec le paragraphe 17(7);

e) le renvoi aux « objectifs de gestion des risques que prévoit l’article 7 » à l’alinéa 6(2)a) de ce règlement vaut renvoi à l’objectif de gestion des risques visé au paragraphe 11(1) de la présente loi;

f) le renvoi au « plan de redressement du déficit de financement que prévoit l’article 11 » à l’alinéa 6(2)e) de ce règlement vaut renvoi au plan de redressement du déficit de financement que prévoit l’article 12 de la présente loi;

g) le renvoi au « plan d’utilisation de l’excédent de financement que prévoit l’article 12 » à l’alinéa 6(2)f) de ce règlement vaut renvoi au plan d’utilisation de l’excédent de financement que prévoit l’article 13 de la présente loi;

h) le renvoi aux « objectifs de gestion des risques visés à l’article 7 » à l’alinéa 9(1)c) de ce règlement vaut renvoi à l’objectif de gestion des risques visé au paragraphe 11(1) de la présente loi;

i) les renvois à l’« alinéa 14(6)e) » dans les dispositions ci-dessous énumérées de ce règlement valent renvoi au « paragraphe 17(7) de la *Loi sur le régime de pension des enseignants* » :

(i) 16(6),

(ii) 18(1)b),

(iii) 18(2).

Incompatibilité

5 Par dérogation à l’article 5 ou au paragraphe 6(1) de la *Loi sur les prestations de pension*, à toute autre disposition de cette loi ou de ses règlements ou à toutes autres lois de l’Assemblée législative ou aux règlements pris sous leur régime, à tout acte de constitution, à toute entente, à tout contrat, à tout contrat de fiducie, à tout régime de pension ou à tout autre instrument, si toute autre disposition de la présente loi ou toute disposition de ses règlements est soit incompatible avec toute disposition de la

made under that Act, or is inconsistent with any deed of settlement, agreement, contract, trust agreement, pension plan or other instrument, the provisions in this Act prevail to the extent of the inconsistency.

Conversion of pension plan

6(1) On July 1, 2014, the pension plan under the *Teachers' Pension Act* shall be converted to the form of defined benefit plan provided for under Part 2 of the *Pension Benefits Act* and the regulations under that Act.

6(2) For greater certainty, on July 1, 2014, a benefit earned, accrued or vested under the *Teachers' Pension Act* before July 1, 2014, becomes a base benefit of the plan, and the definitions of "base benefit" and "vested base benefit" in section 100.2 of the *Pension Benefits Act* apply to those benefits.

6(3) For the purpose of subsection 10(1) of the *Pension Benefits Act*, the plan is deemed to be established on July 1, 2014.

6(4) Despite section 12 of the *Pension Benefits Act*, subsection 100.52(3) of that Act, the *Teachers' Pension Act* and any contract or trust, including a document that creates or supports the plan or its pension fund, the conversion of the plan in accordance with this section is not void if, as of the conversion date, the vested right to escalated adjustments is changed to a form of scheduled escalated adjustments and the amount of those adjustments are reduced below the amount of the vested right to escalated adjustments.

Registration of plan

7(1) The plan shall be registered with the Superintendent in accordance with section 100.6 of the *Pension Benefits Act*.

7(2) Despite clause 100.6(2)(a)(i)(D) of the *Pension Benefits Act*, the conversion plan with respect to the plan is not required to demonstrate that the contributions are sufficient to pay for projected ancillary benefits.

Loi sur les prestations de pension ou de ses règlements ou avec toute disposition de toutes autres lois ou des règlements pris sous leur régime, soit incompatible avec une disposition ou une clause de tout acte de constitution, de toute entente, de tout contrat, de tout contrat de fiducie, de tout régime de pension ou de tout autre instrument, les dispositions de la présente loi l'emportent.

Conversion du régime de pension

6(1) Le 1^{er} juillet 2014, le régime de pension que prévoit la *Loi sur la pension de retraite des enseignants* est converti en type de régime de prestation déterminée que prévoit la partie 2 de la *Loi sur les prestations de pension* et les règlements pris sous son régime.

6(2) Il est entendu que, le 1^{er} juillet 2014, toute prestation acquise, accumulée ou dévolue sous le régime de la *Loi sur la pension de retraite des enseignants* avant cette date devient une prestation de base du régime et que s'y appliquent les définitions « prestation de base » et « prestation de base dévolue » figurant à l'article 100.2 de la *Loi sur les prestations de pension*.

6(3) Aux fins d'application du paragraphe 10(1) de la *Loi sur les prestations de pension*, le régime est réputé avoir été établi le 1^{er} juillet 2014.

6(4) Par dérogation à l'article 12 de la *Loi sur les prestations de pension*, au paragraphe 100.52(3) de cette loi, à la *Loi sur la pension de retraite des enseignants* ainsi qu'à tout contrat ou à toute fiducie, y compris tout document créant ou soutenant le régime ou son fonds de pension, la conversion du régime à laquelle il est procédé conformément au présent article n'est pas nulle si, à la date de conversion, une forme de rajustements actualisés réguliers remplace le droit acquis à des rajustements actualisés et si ces rajustements sont réduits d'un montant inférieur au montant de ce droit acquis.

Enregistrement du régime

7(1) Le régime est enregistré auprès du surintendant conformément à l'article 100.6 de la *Loi sur les prestations de pension*.

7(2) Par dérogation à la division 100.6(2)(a)(i)(D) de la *Loi sur les prestations de pension*, le plan de conversion concernant le régime n'a pas à montrer que les cotisations suffisent pour acquitter les prestations accessoires projetées.

Benefits under the *Teachers' Pension Act*

8 On and after July 1, 2014, all benefits as defined under the *Teachers' Pension Act*, including adjustments made to those benefits in accordance with section 10 or 10.1 of the *Teachers' Pension Act*, earned, accrued or vested before July 1, 2014, may be revoked, suspended, increased or reduced in accordance with the plan registered in accordance with section 100.6 of the *Pension Benefits Act*.

Survivor's pension

9(1) Section 41 of the *Pension Benefits Act* does not apply to the plan.

9(2) A surviving spouse's pension, a surviving common-law partner's pension, a children's pension or other dependant's pension shall be granted in accordance with the plan text.

Preretirement death benefit

10(1) Section 43.1 of the *Pension Benefits Act* does not apply to the plan.

10(2) If a member or former member dies before the commencement of payment of a benefit under the plan, any benefits under the plan accruing to another person or the estate of the deceased member or former member as a result of that death shall be granted in accordance with the plan text.

Risk management goal

11(1) The risk management goal of the plan shall be that there is at least a 97.5% probability that the past base benefits at the end of each year will not be reduced over a 20-year period after taking into account the following:

(a) the funding deficit recovery plan, other than the reduction of past base benefits; and

(b) the funding excess utilization plan, other than permanent benefit changes.

11(2) The risk management goal shall be met:

(a) on a valuation date that is not more than six months before July 1, 2014;

Prestations prévues par la *Loi sur la pension de retraite des enseignants*

8 À partir du 1^{er} juillet 2014, peuvent être révoquées, suspendues, augmentées ou réduites en conformité avec le régime enregistré conformément à l'article 100.6 de la *Loi sur les prestations de pension* toutes les prestations, selon la définition que donne de ce mot la *Loi sur la pension de retraite des enseignants*, y compris les rajustements y apportés en conformité avec l'article 10 ou 10.1 de cette loi, qu'elles soient acquises, accumulées ou dévolues avant cette date.

Pension de survivant

9(1) L'article 41 de la *Loi sur les prestations de pension* ne s'applique pas au régime.

9(2) La pension de conjoint survivant, la pension de conjoint de fait survivant, la pension d'enfants ou la pension d'autres personnes à charge est accordée conformément au texte du régime.

Prestation de décès préretraite

10(1) L'article 43.1 de la *Loi sur les prestations de pension* ne s'applique pas au régime.

10(2) Lorsqu'un participant ou un ancien participant décède avant le début du paiement d'une prestation que prévoit le régime, les prestations qui reviennent en vertu du régime à une autre personne ou à la succession du défunt du fait de son décès sont accordées conformément au texte du régime.

Objectif de gestion des risques

11(1) L'objectif de gestion des risques du régime vise à atteindre la probabilité minimale de 97,5 % selon laquelle les prestations de base antérieures à la fin de chaque année ne seront pas réduites sur une période de vingt ans après avoir tenu compte :

a) du plan de redressement du déficit de financement, exception faite de la réduction des prestations de base antérieures;

b) du plan d'utilisation de l'excédent de financement, exception faite des changements permanents de la prestation.

11(2) L'objectif de gestion des risques doit être atteint :

a) à une date d'évaluation qui ne peut précéder de plus de six mois le 1^{er} juillet 2014;

(b) at the date a permanent benefit change is made;

b) à la date de changement permanent de la prestation;

(c) at the date a benefit improvement is made, other than an improvement in scheduled escalated adjustments;

c) à la date de bonification de la prestation, à l'exception de la bonification des rajustements actualisés réguliers;

(d) at the date cumulative increases or cumulative decreases occurring as a result of a change to the funding policy exceed the amount determined under subsection 9(8) of Regulation 2012-75; and

d) à la date à laquelle des accumulations cumulatives ou des réductions cumulatives produites par suite d'un changement effectué à la politique de financement dépassent le montant fixé en vertu du paragraphe 9(8) du Règlement 2012-75;

(e) at the date temporary contributions are reduced or removed if that date is before the expiry date of the fixed period referred to in the definition "temporary contributions" in section 2 of Regulation 2012-75.

e) à la date à laquelle des cotisations temporaires sont réduites ou supprimées, si cette date tombe avant la date d'expiration de la période fixe que prévoit la définition « cotisations temporaires » à l'article 2 du Règlement 2012-75.

11(3) A test of the position of the plan relative to the risk management goal shall be conducted at least once every three years.

11(3) Il est procédé au moins une fois tous les trois ans à une mise à l'épreuve afin de déterminer la position du régime par rapport à l'objectif de gestion des risques.

Funding deficit recovery plan

Plan de redressement du déficit de financement

12(1) Within 12 months after the review date of the most recent actuarial valuation report or cost certificate, a funding deficit recovery plan shall be implemented if both of the following conditions are met:

12(1) Dans un délai de douze mois suivant la date de vérification du plus récent rapport d'évaluation actuarielle ou certificat attestant des coûts, un plan de redressement du déficit de financement doit être mis en oeuvre si sont réunies les deux conditions suivantes :

(a) the closed group funded ratio falls below 100%; and

a) le coefficient de capitalisation du groupe sans entrants est inférieur à 100 %;

(b) when measured over a three year moving average, the required funding correction exceeds 1% of payroll, taking into account contributions in excess of the funding normal cost over 15 years.

b) sur une moyenne mobile de trois ans et en tenant compte des cotisations excédentaires au coût d'exercice du financement sur une période de quinze ans, la correction du financement exigée est supérieure à 1 % de la masse salariale.

12(2) Within 12 months after the review date of the most recent actuarial valuation report or cost certificate that caused the implementation of the funding deficit recovery plan, the administrator shall submit to the Superintendent a report that details how the funding deficit recovery plan will be applied.

12(2) Dans un délai de douze mois suivant la date de vérification du plus récent rapport d'évaluation actuarielle ou certificat attestant des coûts ayant donné lieu à la mise en oeuvre du plan de redressement du déficit de financement, l'administrateur présente au surintendant un rapport qui expose en détail les modalités d'application de ce plan.

12(3) A funding deficit recovery plan shall include the following funding corrections:

12(3) Le plan de redressement du déficit de financement renferme les corrections du financement suivantes :

(a) the funding corrections allowed under the funding policy, including the order of priority of the corrections and the timing requirements for the corrections;

a) celles que permet la politique de financement, y compris leur ordre de priorité et leurs délais d'application;

- (b) the reduction of future base benefits; and
- (c) the reduction of past base benefits of members and former members of the plan.

12(4) The funding corrections referred to in subsection (3) may include the following corrections which shall be implemented in priority to the reduction of past base benefits:

- (a) subject to subsection 9(8) of Regulation 2012-75, an increase in contributions in accordance with the contribution adjustments allowed under the funding policy;
- (b) the reduction or removal of ancillary benefits if they are not vested ancillary benefits; and
- (c) the reduction of future base benefits only if the amount of the reduction does not result in member contributions exceeding the funding normal cost.

12(5) If the corrections made under subsection (4) are not expected to achieve a 100% closed group funded ratio over 15 years, the past base benefits shall be reduced and the future base benefits shall be reduced further in accordance with a determination of the administrator regarding the benefits to be reduced and the priorities, as defined in the funding policy, for applying each reduction.

12(6) Base benefits shall be reduced under subsection (5) no later than 18 months after the review date of the most recent actuarial valuation report or cost certificate that caused the implementation of the funding deficit recovery plan, unless sufficient improvement has occurred after that review date such that it can be demonstrated to the satisfaction of the Superintendent that the reduction is not required.

12(7) When a funding deficit recovery plan is submitted to the Superintendent, the following documents shall be submitted with the funding deficit recovery plan:

- (a) all actuarial valuation reports prepared in the preceding three years; and

- b) la réduction des prestations de base futures;
- c) la réduction des prestations de base antérieures des participants et des anciens participants au régime.

12(4) Les corrections du financement mentionnées au paragraphe (3) peuvent comprendre les corrections ci-dessous énoncées, lesquelles doivent être mises en oeuvre prioritairement à la réduction des prestations de base antérieures :

- a) sous réserve du paragraphe 9(8) du Règlement 2012-75, une augmentation des cotisations conforme aux rajustements des cotisations que permet la politique de financement;
- b) la réduction ou la suppression des prestations accessoires, si elles ne sont pas des prestations accessoires dévolues;
- c) la réduction des prestations de base futures, seulement si elle n'a pas pour effet de faire en sorte que les cotisations des participants au régime excèdent le coût d'exercice du financement.

12(5) S'il n'est pas attendu que les corrections apportées en vertu du paragraphe (4) atteindront un coefficient de capitalisation du groupe sans entrants de 100 % sur une période de quinze ans, les prestations de base antérieures sont réduites et les prestations de base futures sont réduites à nouveau conformément à la détermination de l'administrateur concernant la réduction des prestations et l'ordre des priorités, selon la définition que donne de ce terme la politique de financement, pour l'application de chaque réduction.

12(6) Les prestations de base sont réduites en vertu du paragraphe (5) au plus tard dix-huit mois après la date de vérification du plus récent rapport d'évaluation actuarielle ou certificat attestant des coûts ayant donné lieu à la mise en oeuvre du plan de redressement du déficit de financement, sauf si une amélioration suffisante est survenue après cette date de telle sorte à convaincre le surintendant que la réduction ne s'impose pas.

12(7) Le plan de redressement du déficit de financement qui est remis au surintendant s'accompagne des documents qui suivent préparés au cours des trois années précédentes :

- a) tous les rapports d'évaluation actuarielle;

(b) all cost certificates prepared in the preceding three years.

b) tous les certificats attestant des coûts.

12(8) Funding corrections shall be reversed in accordance with the priorities established by the funding policy.

12(8) Les corrections du financement sont annulées suivant l'ordre des priorités que prévoit la politique de financement.

Funding excess utilization plan

Plan d'utilisation de l'excédent de financement

13(1) A funding excess utilization plan shall specify the following:

13(1) Le plan d'utilisation de l'excédent de financement indique :

(a) with respect to future payments, that funding corrections may be reversed, other than with respect to scheduled escalated adjustments, when the closed group funded ratio is expected to reach 100% within 15 years, based on contribution levels at the valuation date;

a) relativement aux paiements futurs, que des corrections du financement, sauf celles qui sont apportées aux rajustements actualisés réguliers, peuvent être annulées, si, selon les niveaux de cotisations à la date d'évaluation, le coefficient de capitalisation du groupe sans entrants devrait atteindre 100 % dans un délai de quinze ans;

(b) with respect to future payments, that reductions in scheduled escalated adjustments may be reversed when increased contribution levels triggered by the funding policy are no longer required to bring the closed group funded ratio to 100% within 15 years, based on contribution levels at the valuation date;

b) relativement aux paiements futurs, que des réductions des rajustements actualisés réguliers peuvent être annulées, si, selon les niveaux de cotisations à la date d'évaluation, l'augmentation des niveaux de cotisations mise en oeuvre par la politique de financement n'est plus nécessaire pour porter le coefficient de capitalisation du groupe sans entrants à 100 % dans un délai de quinze ans;

(c) the minimum closed group funded ratio at the valuation date to be maintained in the plan

c) le taux minimal du coefficient de capitalisation du groupe sans entrants à la date d'évaluation qui doit être maintenu dans le régime :

(i) before contributions may be reduced, which funded ratio shall be at least 115%, and

(i) lequel doit être d'au moins 115 % avant que les cotisations peuvent être réduites,

(ii) before benefit improvements may be granted, which funded ratio shall be at least 120%; and

(ii) lequel doit être d'au moins 120 % avant que des bonifications de la prestation peuvent être accordées;

(d) the portion of the funding excess above the closed group funded ratio referred to in subparagraph (c)(ii) that may be used to provide

d) la partie de l'excédent de financement supérieure au coefficient de capitalisation du groupe sans entrants mentionné au sous-alinéa c)(ii) qui peut être affectée :

(i) benefit improvements other than an improvement in scheduled escalated adjustments, which portion shall not exceed 20% of the funding excess of 110% on a closed group funded ratio if it can be demonstrated to the satisfaction of the Superintendent that the risk management goal referred to in subsection 11(1) will be met, and

(i) aux bonifications de la prestation, à l'exception de celles des rajustements actualisés réguliers, cette partie ne pouvant dépasser 20 % de l'excédent de financement au-delà de 110 % du coefficient de capitalisation du groupe sans entrants, si le surintendant est convaincu que sera atteint l'objectif de gestion des risques visé au paragraphe 11(1),

(ii) an improvement in scheduled escalated adjustments, which portion shall not exceed 20% of the funding excess of 110% on a closed group funded ratio.

(ii) aux bonifications des rajustements actualisés réguliers, cette partie ne pouvant dépasser 20 % de l'excédent de financement au-delà de 110 % du coefficient de capitalisation du groupe sans entrants.

13(2) A funding excess utilization plan shall contain the following elements:

13(2) Le plan d'utilisation de l'excédent de financement renferme les éléments suivants :

(a) with respect to future payments, the reversal of any reduction in scheduled escalated adjustments; and

a) relativement aux paiements futurs, l'annulation de toute réduction des rajustements actualisés réguliers;

(b) the funding excess utilization actions provided for in the funding policy.

b) les mesures d'utilisation de l'excédent de financement que prévoit la politique de financement.

13(3) The funding excess utilization actions referred to in paragraph (2)(b) may include the following actions:

13(3) Les mesures d'utilisation de l'excédent de financement visées à l'alinéa (2)b) peuvent comprendre :

(a) improvement of ancillary benefits above the base level specified in the funding policy;

a) une bonification des prestations accessoires supérieure au niveau de base que précise la politique de financement;

(b) reduction of contributions as specified in the funding policy;

b) une réduction des cotisations selon ce que précise la politique de financement;

(c) such further reserve allocation as specified in the funding policy;

c) toute autre provision technique que prévoit la politique de financement;

(d) if the improvement is allowed under the *Income Tax Act* (Canada) for the majority of the members, improvement of past base benefits and future base benefits by an amount that does not exceed 10% of the amount of those benefits;

d) si elle est permise en vertu de la *Loi de l'impôt sur le revenu* (Canada) à l'égard de la majorité des participants, la bonification des prestations de base antérieures et des prestations de base futures d'un montant qui ne dépasse pas 10 % du montant de ces prestations;

(e) further reduction of contributions such that the maximum contributions allowed under the *Income Tax Act* (Canada) are not exceeded;

e) d'autres réductions des cotisations de telle sorte à ne pas dépasser le montant des cotisations maximales que permet la *Loi de l'impôt sur le revenu* (Canada);

(f) a permanent benefit change;

f) un changement permanent de la prestation;

(g) a retroactive reversal of any reduction of past base benefits; and

g) l'annulation rétroactive de toute réduction des prestations de base antérieures;

(h) any other action acceptable to the Superintendent.

h) toute autre mesure qu'accepte le surintendant.

Duties of administrator

Fonctions de l'administrateur

14(1) At least once every three years within nine months after the valuation date, the administrator shall ensure the following:

14(1) Au moins une fois tous les trois ans au cours de la période de neuf mois qui suit la date d'évaluation, l'administrateur s'assure de ce qui suit :

(a) that, in accordance with this Act and Regulation 2012-75, an actuarial valuation report prepared in ac-

a) en conformité avec la présente loi et le Règlement 2012-75, un rapport d'évaluation actuarielle est préparé

cordance with this Act is submitted to the Superintendent; and

(b) that the risk management procedures referred to in paragraph 100.4(1)(d) of the *Pension Benefits Act* are applied to the plan.

14(2) In the years in which an actuarial valuation report is not submitted to the Superintendent, the administrator shall ensure that a cost certificate with respect to the funding policy is prepared in accordance with section 9 of Regulation 91-195 and shall submit the certificate to the Superintendent within nine months after the end of the plan's fiscal year.

14(3) Within nine months after the end of the plan's fiscal year, the administrator shall review the following:

(a) the funding policy referred to in paragraph 100.4(1)(b) of the *Pension Benefits Act* in consideration of the risk management procedures referred to in paragraph 100.4(1)(d) of that Act; and

(b) the investment policy referred to in paragraph 100.4(1)(c) of the *Pension Benefits Act* in consideration of the risk management goal referred to in subsection 11(1).

14(4) If an employer intends to significantly increase or reduce the number of members of the plan, the employer shall notify the administrator who shall assess the financial impact on the plan and make recommendations on any required corrective measures.

14(5) If an actuarial valuation report indicates that the termination value funded ratio is less than 0.9, the administrator shall do the following:

(a) ensure that the plan is reviewed by, and an actuarial valuation report respecting the plan is prepared by, an actuary as of the date that is not more than 12 months after the review date of the previous report; and

(b) submit to the Superintendent the report prepared in accordance with paragraph (a) within nine months after the valuation date.

14(6) A document required to be filed with the Superintendent under subsection 100.7(1) of the *Pension Benefits Act* shall be filed within nine months after the end of the plan's fiscal year.

conformément à la présente loi et présenté au surintendant;

b) les procédures de gestion des risques visées à l'alinéa 100.4(1)d) de la *Loi sur les prestations de pension* sont appliquées au régime.

14(2) L'administrateur s'assure qu'un certificat attestant des coûts concernant la politique de financement est préparé en conformité avec l'article 9 du Règlement 91-195 pour les années où un rapport d'évaluation actuarielle n'est pas remis au surintendant et le lui remet dans les neuf mois qui suivent la fin de l'exercice financier du régime.

14(3) Au cours de la période de neuf mois qui suit la fin de l'exercice financier du régime, l'administrateur révisé à la fois :

a) la politique de financement que prévoit l'alinéa 100.4(1)b) de la *Loi sur les prestations de pension* au regard des procédures de gestion des risques visées à l'alinéa 100.4(1)d) de cette loi;

b) la politique de placement que prévoit l'alinéa 100.4(1)c) de la *Loi sur les prestations de pension* au regard de l'objectif de gestion des risques visé au paragraphe 11(1).

14(4) L'employeur qui entend augmenter ou réduire de beaucoup le nombre de participants au régime en avise l'administrateur, lequel doit évaluer les répercussions financières sur le régime et formuler des recommandations sur toutes les mesures correctives nécessaires.

14(5) Si un rapport d'évaluation actuarielle indique un coefficient de capitalisation de la valeur de terminaison inférieur à 0,9, l'administrateur :

a) s'assure que le régime fera l'objet d'une évaluation actuarielle et que l'actuaire en préparera un rapport d'évaluation actuarielle à une date qui ne pourra être supérieure à douze mois suivant la date de vérification du dernier rapport d'évaluation actuarielle;

b) remet au surintendant le rapport préparé en conformité avec l'alinéa a) dans les neuf mois qui suivent la date d'évaluation.

14(6) Le document qui doit être déposé auprès du surintendant en application du paragraphe 100.7(1) de la *Loi sur les prestations de pension* doit l'être dans les neuf mois suivant la fin de l'exercice financier du régime.

Report on risk management procedures

15 Despite paragraph 100.7(1)(e) of the *Pension Benefits Act*, an updated report on the application of the risk management procedures to the plan shall be filed with the Superintendent when an actuarial valuation report is submitted to the Superintendent under section 14.

Actuarial valuation report - going concern valuation

16(1) The administrator shall ensure that a going concern valuation of the plan is performed by, and an actuarial valuation report respecting the plan is prepared by, an actuary at least once every three years to determine the maximum contributions allowed under the *Income Tax Act* (Canada).

16(2) Each subsequent going concern valuation shall be performed not more than three years after the valuation date of the immediately preceding report.

16(3) The following benefits shall be valued for the purposes of a going concern valuation:

- (a) the base benefits;
- (b) all ancillary benefits provided under the plan at the valuation date; and
- (c) all ancillary benefits provided under the plan immediately before the conversion date, including escalated adjustments and final salary averaging.

16(4) A going concern valuation shall take into account expected future increases to earnings and any ancillary benefits described in the funding policy of the plan.

16(5) The maximum contributions allowed under the plan shall be calculated in accordance with the *Income Tax Act* (Canada) and based on the results of a going concern valuation.

Actuarial valuation report - funding valuation

17(1) The administrator shall ensure that a funding valuation of the plan is performed by, and an actuarial valuation report respecting the plan is prepared by, an actuary

Rapport sur les procédures de gestion des risques

15 Par dérogation à l'alinéa 100.7(1)e) de la *Loi sur les prestations de pension*, un rapport actualisé concernant l'application au régime des procédures de gestion des risques est déposé auprès du surintendant en même temps que lui est remis en application de l'article 14 un rapport d'évaluation actuarielle.

Rapport d'évaluation actuarielle - évaluation sur une base de permanence

16(1) L'administrateur s'assure que le régime fera l'objet d'une évaluation sur une base de permanence par un actuaire et que ce dernier en préparera un rapport d'évaluation actuarielle au moins une fois tous les trois ans afin de fixer le montant des cotisations maximales que permet la *Loi de l'impôt sur le revenu* (Canada).

16(2) Chaque évaluation sur une base de permanence subséquente ne peut se tenir plus de trois ans suivant la date de vérification du rapport précédent.

16(3) Les prestations ci-dessous sont évaluées pour les besoins d'une évaluation sur une base de permanence :

- a) les prestations de base;
- b) toutes les prestations accessoires que prévoit le régime à la date d'évaluation;
- c) toutes les prestations accessoires que prévoit le régime immédiatement avant la date de conversion, y compris les rajustements actualisés et la moyenne salariale finale.

16(4) L'évaluation sur une base de permanence tient compte des augmentations futures aux gains qui sont prévues et de toutes prestations accessoires décrites dans la politique de financement du régime.

16(5) Le montant des cotisations maximales que permet le régime se calcule conformément à la *Loi de l'impôt sur le revenu* (Canada) et en fonction des résultats de l'évaluation sur une base de permanence.

Rapport d'évaluation actuarielle - évaluation de financement

17(1) L'administrateur s'assure que le régime fera l'objet d'une évaluation de financement par un actuaire et que ce dernier en préparera un rapport d'évaluation actuarielle :

- (a) before July 1, 2014, and
- (b) subsequently at least once in every three years.
- 17(2) The report required to be prepared before July 1, 2014, shall have a valuation date that is not more than six months before July 1, 2014.
- 17(3) Each subsequent funding valuation shall be performed not more than three years after the date of the immediately preceding report.
- 17(4) An actuary who prepares an actuarial valuation report as required under this section shall perform a funding valuation of the plan that contains the following information, if applicable:
- (a) an estimate of the funding normal cost, showing separately the employer contributions and the total of any member contributions, during the 12-month period immediately following the valuation date;
- (b) the rate of contribution respecting the funding normal cost in each of the 12-month periods, or parts of such a period, succeeding the initial 12-month period, up to the date on which the next actuarial valuation report will be prepared, showing, if any, the rule for allocating the rate between the employer and the members;
- (c) details of any funding corrections made and required to be made under the terms of the plan, the plan's funding policy, this Act, the *Pension Benefits Act* or the regulations under that Act, showing separately the present value of, and the commencement and ending dates of the amortization period of, any new or remaining funding corrections and of any adjustment made or proposed to be made to the funding corrections since preparation of the most recently prepared actuarial valuation report; and
- (d) whether and to what extent the cost of or liability for the future cost of scheduled escalated adjustments has been accounted for.
- 17(5) For the purposes of preparing a funding valuation, the sum of the following shall be the actuarial gain or loss of the plan:
- a) avant le 1^{er} juillet 2014;
- b) par la suite, au moins une fois tous les trois ans.
- 17(2) Le rapport devant être préparé avant le 1^{er} juillet 2014 doit avoir une date d'évaluation qui ne peut précéder le 1^{er} juillet 2014 de plus de six mois.
- 17(3) Chaque évaluation de financement subséquente ne peut se tenir plus de trois ans suivant la date de vérification du rapport précédent.
- 17(4) L'actuaire qui prépare le rapport d'évaluation actuarielle qu'exige le présent article procède à une évaluation de financement du régime qui comprend les renseignements suivants, le cas échéant :
- a) une estimation du coût d'exercice du financement, indiquant séparément les cotisations de l'employeur et la somme de toutes cotisations des participants au cours des douze mois qui suivent immédiatement la date d'évaluation;
- b) le taux de cotisation relatif au coût d'exercice du financement de chaque période de douze mois, ou fractions de cette période, qui suit la période initiale de douze mois, jusqu'à la date de préparation du prochain rapport d'évaluation actuarielle, indiquant, s'il y a lieu, la règle applicable à la répartition du taux entre l'employeur et les participants;
- c) les détails relatifs à toutes les corrections du financement effectuées et exigées en vertu des modalités du régime, de la politique de financement du régime, de la présente loi, de la *Loi sur les prestations de pension* ou des règlements pris sous son régime, indiquant séparément la valeur actualisée ainsi que les dates du début et de la fin de la période d'amortissement de toutes corrections du financement nouvelles ou résiduelles de même que tous rajustements effectués ou proposés aux corrections de financement depuis la préparation du rapport d'évaluation actuarielle le plus récent;
- d) si le coût ou le passif relatif aux coûts futurs des rajustements actualisés réguliers a été pris en considération et dans quelle mesure il l'a été.
- 17(5) Pour les besoins de la préparation d'une évaluation de financement, la somme des éléments ci-dessous équivaut au gain actuariel ou à la perte actuarielle du régime :

(a) the gain or loss to the plan, in the period between the review date of the most recently prepared funding valuation and the review date of the current funding valuation, inclusive, determined by deducting the actual experience from the experience expected by the actuarial assumptions on which the most recently prepared valuation was based;

(b) the amount by which the funding liabilities changed during the period referred to in paragraph (a) as the result of an amendment to the plan during that period; and

(c) the amount by which the market value of the going concern assets or the funding liabilities changed during the period referred to in paragraph (a) as the result of a change in the actuarial methods or assumptions used in preparing the current funding valuation as compared to those used in the preparation of the most recently prepared funding valuation.

17(6) In calculating the sum under subsection (5)

(a) the amount referred to in paragraph (5)(b) shall be treated as negative if the amendment referred to in that paragraph increases the funding liabilities, and

(b) the amount referred to in paragraph (5)(c) shall be treated as negative if the change in the actuarial methods and assumptions referred to in that paragraph results in a decrease in the market value of the going concern assets or an increase in funding liabilities, as the case may be.

17(7) A funding valuation shall include the termination value funded ratio at the valuation date calculated as follows:

A / B

where

A is the market value of the going concern assets of the plan; and

B is the amount of the funding liabilities of the plan as of the valuation date.

a) le gain ou la perte relatif au régime, au cours de la période comprise entre la date de vérification de la plus récente évaluation de financement et la date de vérification de l'évaluation de financement actuelle, inclusivement, déterminé en soustrayant l'expérience actuelle de l'expérience prévue par les hypothèses actuarielles sur lesquelles se fondait la plus récente évaluation;

b) le montant par lequel les éléments de passif de financement ont changé au cours de la période visée à l'alinéa a) par suite d'une modification apportée au régime au cours de cette période;

c) le montant par lequel la valeur marchande des éléments d'actif évalués sur une base de permanence ou les éléments de passif de financement ont changé au cours de la période visée à l'alinéa a) par suite d'un changement survenu dans les méthodes ou les hypothèses actuarielles utilisées dans la préparation de l'évaluation de financement actuelle comparées à celles qui ont servi à la préparation de la plus récente évaluation de financement.

17(6) Dans le calcul de la somme auquel il est procédé en vertu du paragraphe (5) :

a) le montant visé à l'alinéa (5)b) est considéré comme étant déficitaire, si la modification visée à cet alinéa a pour effet d'augmenter les éléments de passif de financement;

b) le montant visé à l'alinéa (5)c) est considéré comme étant déficitaire, si le changement survenu dans les méthodes ou les hypothèses actuarielles visé à cet alinéa entraîne une diminution de la valeur marchande des éléments d'actif évalués sur une base de permanence ou une augmentation des éléments de passif de financement, selon le cas.

17(7) L'évaluation de financement comprend le coefficient de capitalisation de la valeur de terminaison à la date d'évaluation ainsi calculé :

A / B

où

A représente la valeur marchande de l'actif du régime évalué sur une base de permanence;

B représente le montant du passif de financement du régime à la date d'évaluation.

17(8) An audited financial statement of the plan shall be prepared by the administrator in accordance with generally accepted accounting principles at the same time as an actuarial valuation report is prepared under this section and shall be filed at the same time as the report is required to be filed or is filed, whichever occurs first.

17(9) For the purposes of a funding valuation,

(a) the valuation method used shall be the unit credit cost method unless otherwise approved by the Superintendent;

(b) the funding liabilities and the funding normal cost of the plan shall be calculated in accordance with accepted actuarial practice and a statement to this effect shall be signed by an actuary; and

(c) the actuarial assumptions used to calculate the funding liabilities and the funding normal cost of the plan shall meet the following criteria:

(i) they shall include a discount rate that complies with subsection 6(3) of Regulation 2012-75;

(ii) they shall reflect the current generational mortality tables approved by the Superintendent; and

(iii) they shall be consistent with the plan experience, future expectations for the plan and accepted actuarial practice.

17(10) Subject to subsection 14(2), sections 8, 9 and 10 of Regulation 91-195 do not apply to the plan.

Funding correction

18 The total value of funding corrections made to amortize an actuarial loss shall be the amount required to liquidate the actuarial loss, with interest calculated using the interest rate assumed in the funding valuation, in equal monthly instalments as a percentage of payroll over a period of not more than 15 years commencing on the review date of the actuarial valuation report in which the actuarial loss is identified.

17(8) Un état de comptes audité du régime est dressé par l'administrateur en conformité avec les principes comptables généralement reconnus en même temps qu'est préparé un rapport d'évaluation actuarielle en vertu du présent article et cet état de comptes est déposé en même temps que le rapport doit être déposé ou qu'il l'est effectivement, selon ce qui se produit le premier.

17(9) Pour les besoins de l'évaluation de financement :

a) la méthode d'évaluation à utiliser est la méthode de répartition des prestations constituées, sauf autorisation contraire du surintendant;

b) le passif de financement et le coût d'exercice du financement du régime sont calculés conformément aux normes actuarielles reconnues et l'actuaire signe une déclaration à cet effet;

c) les hypothèses actuarielles utilisées pour calculer le passif de financement et le coût d'exercice du financement du régime satisfont aux critères suivants :

(i) elles comprennent un taux d'actualisation qui est conforme au paragraphe 6(3) du Règlement 2012-75,

(ii) elles reflètent les tables de mortalité générationnelle actuelles qu'approuve le surintendant,

(iii) elles sont compatibles avec l'expérience du régime, les prévisions concernant le régime et les normes actuarielles reconnues.

17(10) Sous réserve du paragraphe 14(2), les articles 8, 9 et 10 du Règlement 91-195 ne s'appliquent pas au régime.

Correction du financement

18 La valeur intégrale des corrections du financement à effectuer pour amortir une perte actuarielle est celle qui s'avère nécessaire pour liquider cette perte, avec intérêt calculé à l'aide du taux d'intérêt supposé lors de l'évaluation de financement, échelonné en versements mensuels égaux sous forme de pourcentage de la masse salariale sur une période maximale de quinze ans à compter de la date de vérification du rapport d'évaluation actuarielle dans lequel est établie la perte actuarielle.

Other vested or accrued benefits and amounts

19(1) Despite sections 24 and 25 and subject to subsection (3), on and after July 1, 2014, entitlement to the following benefits or amounts continues, and the benefit or amount shall be paid from the Consolidated Fund:

(a) an amount that was being paid from the Consolidated Fund under subsection 9(4.3) of the *Teachers' Pension Act* on June 30, 2014;

(b) a pension benefit or a portion of a pension benefit to which a deputy head or former deputy head was entitled under subsection 5(3) of the *Teachers' Pension Act* on June 30, 2014;

(c) a pension benefit to which a contributor as defined in paragraph (b) of the definition "contributor" in section 1 of the *Special Retirement Program Act* was entitled under section 3 of that Act on June 30, 2014; and

(d) an amount or benefit to which a person, on June 30, 2014, was entitled in accordance with any of the following programs or policies approved by Board of Management and any amendments made to them by Board of Management:

(i) Early Retirement Program, approved on October 30, 1991, only with respect to contributors under the *Teachers' Pension Act*;

(ii) Early Retirement Program for Part II, approved by Board of Management Minute 92-0155, only with respect to contributors under the *Teachers' Pension Act*;

(iii) Workforce Adjustment Program, approved on February 7, 1996, only with respect to contributors under the *Teachers' Pension Act*; and

(iv) Exit Strategy 2004, approved on March 24, 2004, including the Temporary Early Retirement Program and a Bridge to Age 55 Program, only with respect to contributors under the *Teachers' Pension Act*.

Autres prestations et montants dévolus ou accumulés

19(1) Par dérogation aux articles 24 et 25 et sous réserve du paragraphe (3), à partir du 1^{er} juillet 2014, le droit aux prestations ou aux montants ci-dessous indiqués est maintenu, lesquels sont prélevés sur le Fonds consolidé :

a) le montant qui était prélevé sur ce fonds en application du paragraphe 9(4.3) de la *Loi sur la pension de retraite des enseignants* le 30 juin 2014;

b) tout ou partie de la prestation de pension à laquelle l'administrateur général ou l'ancien administrateur général avait droit le 30 juin 2014 en vertu du paragraphe 5(3) de la *Loi sur la pension de retraite des enseignants*;

c) la prestation de pension à laquelle avait droit le cotisant, selon la définition que donne de ce mot l'article 1 de la *Loi sur le régime spécial de retraite* à l'alinéa b), le 30 juin 2014 en vertu de l'article 3 de cette loi;

d) le montant ou la prestation auquel avait droit une personne le 30 juin 2014 en conformité avec l'un quelconque des programmes ou des politiques ci-dessous énumérés et que le Conseil de gestion a approuvés, ensemble les modifications qu'il y a apportées :

(i) le programme de retraite anticipée approuvé le 30 octobre 1991, mais seulement à l'égard des cotisants au sens de la *Loi sur la pension de retraite des enseignants*,

(ii) le programme de retraite anticipée pour les employés de la partie 2, dont l'approbation du Conseil de gestion est consignée au procès-verbal n° 92-0155, mais seulement à l'égard des cotisants au sens de la *Loi sur la pension de retraite des enseignants*,

(iii) le programme de réaménagement des effectifs approuvé le 7 février 1996, mais seulement à l'égard des cotisants au sens de la *Loi sur la pension de retraite des enseignants*,

(iv) le programme de la stratégie de sortie 2004 approuvé le 24 mars 2004, y compris le programme temporaire de retraite anticipée et le programme de raccordement jusqu'à l'âge de 55 ans, mais seulement à l'égard des cotisants au sens de la *Loi sur la pension de retraite des enseignants*.

19(2) Despite section 6 and the definitions of “base benefit” and “vested base benefit” in section 100.2 of the *Pension Benefits Act*, a benefit or amount referred to in subsection (1) shall not be included in the base benefit or the vested base benefit of the plan.

19(3) A benefit or amount referred to in subsection (1) that was earned, accrued or vested before July 1, 2014, may be revoked, suspended, increased or reduced by Board of Management.

19(4) Board of Management may only exercise its authority under subsection (3) in a manner and by an amount that is consistent with the manner in which and the amount by which the administrator of the plan revokes, suspends, increases or reduces base benefits or ancillary benefits under the plan.

Immunity

20(1) The Crown in right of the Province, a minister of the Crown, a person designated to act on behalf of a minister, the Financial and Consumer Services Commission, the Superintendent or an administrator or any of their officers, directors, employees or members is not liable under this Act, the *Pension Benefits Act* or the regulations under that Act if the minister, person designated to act on behalf of a minister, Financial and Consumer Services Commission, Superintendent or administrator or any of their officers, directors, employees or members exercised the care, diligence and skill that a reasonably prudent person would have exercised in comparable circumstances, including reliance in good faith on a report of a person whose profession lends credibility to a statement made by that person.

20(2) Despite section 12 of the *Pension Benefits Act*, the *Teachers' Pension Act* and the regulations under that Act, the *Special Retirement Program Act* and any contract or trust, including a document that creates or supports a pension plan or pension fund, no cause of action, claim or demand arises and no action for damages or other proceeding shall be instituted against the Crown in right of the Province, a minister of the Crown, a person designated to act on behalf of a minister, the Financial and Consumer Services Commission, the Superintendent, an administrator, a trustee, a board of trustees, an employer, the New Brunswick Teachers' Federation, the New Brunswick Teachers' Association or the *Association des enseignantes et des enseignants francophones du Nouveau-Brunswick* or any of their officers, directors, employees, members, agents or advisers in relation to any of the following:

19(2) Malgré ce que prévoient l'article 6 et les définitions « prestation de base » et « prestation de base dévolue » figurant à l'article 100.2 de la *Loi sur les prestations de pension*, la prestation ou le montant prévu au paragraphe (1) est exclu de la prestation de base ou de la prestation de base dévolue du régime.

19(3) Le Conseil de gestion peut révoquer, suspendre, augmenter ou réduire la prestation ou le montant prévu au paragraphe (1) qui a été acquis, accumulé ou dévolu avant le 1^{er} juillet 2014.

19(4) Le Conseil de gestion ne peut exercer l'autorité que lui confère le paragraphe (3) qu'en se conformant à des modalités et à des montants qui s'avèrent compatibles avec ceux sur lesquels se fonde l'administrateur du régime pour révoquer, suspendre, augmenter ou réduire les prestations de base ou les prestations accessoires de ce régime.

Immunité

20(1) La responsabilité de la Couronne du chef de la province, d'un ministre, de tout représentant désigné d'un ministre, de la Commission des services financiers et des services aux consommateurs, du surintendant ou d'un administrateur ou de l'un de leurs dirigeants, cadres, employés ou membres n'est aucunement engagée en vertu de la présente loi ou de la *Loi sur les prestations de pension* ou de ses règlements, s'il a agi avec le soin, la diligence et la compétence dont aurait fait preuve en pareilles circonstances toute personne manifestant une prudence raisonnable, notamment en s'appuyant de bonne foi sur le rapport d'une personne dont la profession permet d'ajouter foi à ses déclarations.

20(2) Par dérogation à l'article 12 de la *Loi sur les prestations de pension*, à la *Loi sur la pension de retraite des enseignants* et ses règlements, à la *Loi sur le régime spécial de retraite* et à tout contrat ou à toute fiducie, y compris le document qui crée ou qui soutient un régime de pension ou un fonds de pension, ne donnent lieu à aucune cause d'action, réclamation ou mise en demeure les moyens ci-dessous énoncés et sont irrecevables les actions en dommages-intérêts ou autres instances introduites sur pareil fondement contre la Couronne du chef de la province, un ministre, tout représentant désigné d'un ministre, la Commission des services financiers et des services aux consommateurs, le surintendant, un administrateur, un fiduciaire, un conseil de fiduciaires, un employeur, la Fédération des enseignants du Nouveau-Brunswick, la New Brunswick Teachers' Association et l'Association des en-

(a) the enactment of, or the exercise of authority under, this Act or the repeal of the *Teachers' Pension Act* or of subsection 4(2) of *An Act Respecting Pensions under the Public Service Superannuation Act*;

(b) a breach of any contract or trust, including a document that creates or supports a pension plan or pension fund, arising out of the enactment of, or the exercise of authority under, this Act;

(c) a breach of any legal duty or obligation arising out of the enactment of, or the exercise of authority under, this Act;

(d) a breach of any contract or trust, including a document that creates or supports a pension plan or pension fund, with respect to any matter referred to in subsections 100.52(1) to (4) of the *Pension Benefits Act* and subsection 6(4) as they apply to the conversion under this Act of the plan;

(e) a breach of any legal duty or obligation with respect to any matter referred to in subsections 100.52(1) to (4) of the *Pension Benefits Act* and subsection 6(4) as they apply to the conversion under this Act of the plan; or

(f) a breach of any legal duty, contract or trust arising out of any agreement in relation to the conversion under this Act of the plan.

TRANSITIONAL PROVISIONS

Pension Board

21(1) *In this section, "Pension Board" means the Pension Board appointed under subsection 23(1) of the Teachers' Pension Act.*

21(2) *The Pension Board appointed under subsection 23(1) of the Teachers' Pension Act is abolished.*

seignantes et des enseignants francophones du Nouveau-Brunswick ou l'un quelconque de leurs dirigeants, cadres, employés, membres, mandataires ou conseillers :

a) soit l'édiction de la présente loi ou l'exercice de l'autorité qu'elle confère, soit l'abrogation de la *Loi sur la pension de retraite des enseignants* ou du paragraphe 4(2) de la *Loi concernant la pension de retraite au titre de la Loi sur la pension de retraite dans les services publics*;

b) une rupture de contrat ou une violation de fiducie, y compris le document qui crée ou qui soutient un régime de pension ou un fonds de pension, découlant de l'édiction de la présente loi ou de l'exercice de l'autorité qu'elle confère;

c) un manquement à tout devoir ou à toute obligation juridiques découlant de l'édiction de la présente loi ou de l'exercice de l'autorité qu'elle confère;

d) une rupture de contrat ou une violation de fiducie, y compris le document qui crée ou qui soutient un régime de pension ou un fonds de pension, se rapportant à quelque question que ce soit visée aux paragraphes 100.52(1) à (4) de la *Loi sur les prestations de pension* et au paragraphe 6(4) dans la mesure où ils s'appliquent en vertu de la présente loi à la conversion du régime;

e) un manquement à tout devoir ou à toute obligation juridiques se rapportant à quelque question que ce soit visée aux paragraphes 100.52(1) à (4) de la *Loi sur les prestations de pension* et au paragraphe 6(4) dans la mesure où ils s'appliquent en vertu de la présente loi à la conversion du régime;

f) un manquement à tout devoir juridique, une rupture de contrat ou une violation de fiducie se rapportant à toute entente relativement à la conversion à laquelle il est procédé en vertu de la présente loi.

MODIFICATIONS TRANSITOIRES

Commission des pensions

21(1) *Dans le présent article, « commission des pensions » s'entend de celle qui a été constituée en vertu du paragraphe 23(1) de la Loi sur la pension de retraite des enseignants.*

21(2) *Est abolie la commission des pensions constituée en vertu du paragraphe 23(1) de la Loi sur la pension de retraite des enseignants.*

21(3) *All appointments of members of the Pension Board are revoked.*

21(4) *All contracts, agreements or orders relating to the allowance or expenses to be paid to members of the Pension Board are null and void.*

21(5) *Despite the provisions of any contract, agreement or order, no allowance or expenses shall be paid to a member of the Pension Board.*

21(6) *No cause of action, claim or demand arises and no action for damages or other proceeding shall be instituted against the Minister of Finance or the Crown in right of the Province as a result of the abolition of the Pension Board or the revocation of the appointments of its members.*

CONSEQUENTIAL AMENDMENTS, REPEAL AND COMMENCEMENT

New Brunswick Investment Management Corporation Act

22(1) *Subparagraph 6(d)(iii) of the New Brunswick Investment Management Corporation Act, chapter N-6.01 of the Acts of New Brunswick, 1994, is repealed and the following is substituted:*

(iii) one of whom shall be a member of the plan under the *Teachers' Pension Plan Act*, and

22(2) *Paragraph 14(1)(b) of the Act is repealed.*

Public Service Labour Relations Act

23(1) *Subsection 63(2) of the Public Service Labour Relations Act, chapter P-25 of the Revised Statutes, 1973, is amended*

(a) *in paragraph (a.1) of the English version by striking out "or" at the end of the paragraph;*

(b) *by adding after paragraph (a.1) the following:*

(a.2) *that has been or may be established by the plan under the Teachers' Pension Plan Act, or*

21(3) *Sont révoquées toutes les nominations des membres de la commission des pensions.*

21(4) *Sont nuls et non avenues les contrats, les ententes ou les ordonnances portant sur les allocations ou les remboursements de dépenses qui doivent être versés aux membres de la commission des pensions.*

21(5) *Par dérogation aux dispositions de tout contrat, de toute entente ou de toute ordonnance, aucune allocation ni aucun remboursement de dépenses ne peuvent être versés à un membre de la commission des pensions.*

21(6) *Ne donnent lieu à aucune cause d'action, réclamation ou mise en demeure aussi bien l'abolition de la commission des pensions que la révocation des nominations de ses membres et sont irrecevables les actions en dommages-intérêts ou autres instances introduites sur pareil fondement contre le ministre des Finances ou la Couronne du chef de la province.*

MODIFICATIONS CORRÉLATIVES, ABROGATION ET ENTRÉE EN VIGUEUR

Loi sur la Société de gestion des placements du Nouveau-Brunswick

22(1) *Le sous-alinéa 6d)(iii) de la Loi sur la Société de gestion des placements du Nouveau-Brunswick, chapitre N-6.01 des Lois du Nouveau-Brunswick de 1994, est abrogé et remplacé par ce qui suit :*

(iii) l'un est un participant au régime que prévoit la *Loi sur le régime de pension des enseignants*,

22(2) *L'alinéa 14(1)b) de la Loi est abrogé.*

Loi relative aux relations de travail dans les services publics

23(1) *Le paragraphe 63(2) de la Loi relative aux relations de travail dans les services publics, chapitre P-25 des Lois révisées de 1973, est modifié*

a) *à l'alinéa a.1) de la version anglaise, par la suppression de « or » à la fin de l'alinéa;*

b) *par l'adjonction de ce qui suit après l'alinéa a.1) :*

a.2) *qui a été ou qui peut être introduite par le régime que prévoit la Loi sur le régime de pension des enseignants;*

23(2) *The Second Schedule of the Act is amended by striking out “Teachers’ Pension Act” and substituting “Teachers’ Pension Plan Act”.*

Special Retirement Program Act

24(1) *On July 1, 2014, the Special Retirement Program Act does not apply to a contributor as defined in paragraph (b) of the definition of “contributor” in section 1 of that Act, and sections 8 and 19 of this Act apply to the pension received by such a contributor under the Special Retirement Program Act.*

24(2) *Subsection 4(2) of An Act Respecting Pensions under the Public Service Superannuation Act, chapter 44 of the Acts of New Brunswick, 2013, is repealed.*

Repeal of Teachers’ Pension Act

25 *The Teachers’ Pension Act, chapter T-1 of the Revised Statutes, 1973, is repealed.*

Repeal of regulations under the Teachers’ Pension Act

26(1) *New Brunswick Regulation 84-106 under the Teachers’ Pension Act is repealed.*

26(2) *New Brunswick Regulation 85-153 under the Teachers’ Pension Act is repealed.*

26(3) *New Brunswick Regulation 98-5 under the Teachers’ Pension Act is repealed.*

Commencement

27 *This Act comes into force on July 1, 2014.*

N.B. This Act is consolidated to May 21, 2014.

23(2) *L’annexe II de la Loi est modifiée par la suppression de « Loi sur la pension de retraite des enseignants » et son remplacement par « Loi sur le régime de pension des enseignants ».*

Loi sur le régime spécial de retraite

24(1) *Le 1^{er} juillet 2014, la Loi sur le régime spécial de retraite cesse de s’appliquer au cotisant, selon la définition que donne de ce mot l’article 1 de cette loi à l’alinéa b) de cette définition, et les articles 8 et 19 de la présente loi s’appliquent à la pension qu’il reçoit en vertu de cette loi.*

24(2) *Est abrogé le paragraphe 4(2) de la Loi concernant la pension de retraite au titre de la Loi sur la pension de retraite dans les services publics, chapitre 44 des Lois du Nouveau-Brunswick de 2013.*

Abrogation de la Loi sur la pension de retraite des enseignants

25 *La Loi sur la pension de retraite des enseignants, chapitre T-1 des Lois révisées de 1973, est abrogée.*

Abrogation des règlements pris en vertu de la Loi sur la pension de retraite des enseignants

26(1) *Le Règlement du Nouveau-Brunswick 84-106 pris en vertu de la Loi sur la pension de retraite des enseignants est abrogé.*

26(2) *Le Règlement du Nouveau-Brunswick 85-153 pris en vertu de la Loi sur la pension de retraite des enseignants est abrogé.*

26(3) *Le Règlement du Nouveau-Brunswick 98-5 pris en vertu de la Loi sur la pension de retraite des enseignants est abrogé.*

Entrée en vigueur

27 *La présente loi entre en vigueur le 1^{er} juillet 2014.*

N.B. La présente loi est refondue au 21 mai 2014.