

No. 23145

**UNITED NATIONS
(UNITED NATIONS JOINT STAFF PENSION BOARD)
and
CANADA**

**Memorandum of Agreement incorporating an agreement on
the transfer of pension rights (with appendices). Signed
at New York on 8 November 1984, and at Ottawa on
22 November 1984**

Authentic text: English.

Registered ex officio on 22 November 1984.

**ORGANISATION DES NATIONS UNIES
(COMITÉ MIXTE DE LA CAISSE COMMUNE
DES PENSIONS DU PERSONNEL DES NATIONS UNIES)
et
CANADA**

**Mémorandum d'accord concernant le transfert des droits à
pension (avec appendices). Signé à New York le 8 no-
vembre 1984, et à Ottawa le 22 novembre 1984**

Texte authentique : anglais.

Enregistré d'office le 22 novembre 1984.

MEMORANDUM OF AGREEMENT¹ INCORPORATING AN AGREEMENT
BETWEEN THE GOVERNMENT OF CANADA AND THE UNITED
NATIONS JOINT STAFF PENSION BOARD ON THE TRANSFER OF
PENSION RIGHTS

Between the UNITED NATIONS JOINT STAFF PENSION BOARD, represented by the Secretary of the United Nations Joint Staff Pension Board, hereinafter referred to as the “Secretary”, of the first part, and the GOVERNMENT OF CANADA, represented by the President of the Treasury Board, hereinafter referred to as “the Minister”, of the second part, dated the 22nd day of November 1984.

Whereas Article 13 of the Regulations of the United Nations Joint Staff Pension Fund provides for the conclusion of agreements with Member Governments and with intergovernmental organizations with a view to securing continuity of pension rights between such Governments or Organizations and the Pension Fund;

Whereas the General Assembly by resolution 33/120 of December 19, 1978 has concurred in this Agreement and authorized the establishment of appropriate administrative arrangements by agreement between the Minister and the Pension Fund;

Whereas section 30 of the Public Service Superannuation Act, chapter P-36 of the Revised Statutes of Canada 1970, (hereinafter referred to as “the Act”) authorizes the Minister, with the consent of the Governor in Council and in terms approved by the treasury Board, to enter into an agreement with an “approved employer”; and

Whereas paragraph 5(2)(a) of the Financial Administration Act, chapter F-10 of the Revised Statutes of Canada 1970, as amended, authorizes the Treasury Board to exercise the powers of the Governor in Council under the Act; and

Whereas the United Nations Joint Staff Pension Board is an “approved employer” within the meaning of section 30 of the Act aforesaid; and

Whereas the Treasury Board by Treasury Board Minute T.B. 785140 dated the 22nd day of October, 1982 has authorized the Minister to enter into this agreement;

Now therefore this Memorandum of Agreement witnesseth that the parties hereto, in consideration of the covenants and agreements hereinafter contained, covenant and agree with each other as follows:

1. In the present Memorandum of Agreement, unless the context otherwise requires:

(a) “Act” means the Public Service Superannuation Act and includes, where relevant, the Civil Service Superannuation Act, chapter 50 of the Revised Statutes of Canada, 1952;

(b) “Canadian Public Service” means the Public Service as defined in the Act;

(c) “Minister” means the President of the Treasury Board of the Government of Canada;

(d) “Participant” means a staff member of one of the member organizations of the Pension Fund who is a participant in accordance with article 21 of the Regulations, or a contributor as defined in the Act, as the case may be, and includes a former participant;

¹ Came into force on 22 November 1984 by signature, with retroactive effect from 1 January 1979, in accordance with article 13 (1).

- (e) "Pension Fund" means the United Nations Joint Staff Pension Fund;
- (f) "Pensionable Service" means any period of pensionable service that was counted as service for pension purposes under the Act or any period of service counted as contributory service for pension purposes under the Pension Fund;
- (g) "Regulations" means the Regulations of the Pension Fund;
- (h) "Superannuation Account" means the Account referred to in the Act as the Superannuation Account;
- (i) "United Nations service" means service with one of the member organizations of the Pension Fund as defined in article 3 of the Regulations;
- (j) Words in the singular include the plural and words in the plural include the singular;
- (k) Words importing the masculine gender include the feminine gender.

2. The Pension Fund will pay or will direct to be paid an amount computed in accordance with clause 3 into the Superannuation Account, in respect of a participant who:

- (a) Subsequent to the 31st day of December 1978 ceased or ceases to be employed in the United Nations service and becomes employed in the Canadian Public Service;
- (b) Became or becomes employed in the Canadian Public Service within three months from the time he ceased to be employed in the United Nations service, provided nevertheless that the period of three months may, upon the application of such participant, be extended:
 - (i) By the period during which he performed services for the Crown in right of Canada under contract and during which period he was not a contributor to the Superannuation Account, and
 - (ii) By the period during which the Minister is satisfied that the participant was prevented from commencing employment in the Canadian Public Service by reason of illness or disability; and
 - (iii) By a period, not exceeding three months, which was required to allow the participant to transfer his employment;
- (c) Has not received any benefit under the Regulations;
- (d) Passes a medical examination as prescribed by the Minister;
- (e) Makes an election by executing two documents in a form which may be obtained from the Pension Fund or the Minister and, delivers one to the Pension Fund and one to the Minister within six months of the date of entry into effect of this Memorandum of Agreement or prior to the expiry of six months of becoming a contributor to the Superannuation Account, whichever is later and upon so electing the participant shall cease to be entitled to any benefit under the Regulations.

3. The amount which the Pension Fund will pay or will direct to be paid into the Superannuation Account, pursuant to clause 2, is the larger of:

- (a) The equivalent actuarial value, calculated in accordance with articles 1, paragraph (a), and 11 of the Regulations, of the retirement benefit which the participant had accrued in the Pension Fund based on his contributory service and final average remuneration up to the date his participation ceased; or
- (b) The withdrawal settlement to which he would have been entitled under article 32 (now article 31) of the Regulations, upon his separation from the service of a member organization of the Pension Fund.

4. Where the Pension Fund is required under clause 2 to make a payment or direct that a payment be made into the Superannuation Account, the payment shall be made within

six months of the date when the Pension Fund receives from the participant concerned the completed election referred to in paragraph 2(e) or within such longer period as the Minister and the Pension Fund together may determine.

5. Where, in accordance with clause 4, payment is made by the Pension Fund into the Superannuation Account in respect of a participant, the participant shall count as pensionable service for the purpose of subsection 5(1) of the Act the whole or such portion of the period of pensionable service he was entitled to count as pensionable service for the purposes of the Pension Fund as the Minister shall determine under the relevant provisions of the Act in relation to the payment described in clause 8, *mutatis mutandis*, as if the participant had been a contributor to the Superannuation Account and in receipt of salary equivalent to his pensionable remuneration as defined under the Regulations during the said period of pensionable service.

6. (1) Where the Minister determines under clause 5 that the participant shall count all the period of pensionable service to his credit under the Pension Fund, any excess amount paid under clause 4 shall be dealt with in accordance with an agreement between the Minister and the participant.

(2) The participant may count the remainder of the period of pensionable service to his credit under the Pension Fund and that may not be counted as pensionable service under clause 5, if he elects to pay for it an amount calculated by the Minister as follows:

(a) Where the participant, within six months from the time he is advised of the extent of the said remainder, so elects, the amount shall be equal to an amount calculated in the manner described in clause 5; and

(b) Where the participant, after the period mentioned in paragraph (a), so elects, the amount shall be calculated as if paragraph 6(1)(j) of the Act applied to the participant.

7. The Minister will pay an amount determined in accordance with clause 8 of the Pension Fund, in respect of a contributor to the Superannuation Account who:

(a) After the 31st day of December 1978 ceased or ceases to be employed in the Canadian Public Service and becomes employed in the United Nations service;

(b) Became or becomes employed in the United Nations service within three months from the time he ceased or ceases to be employed in the Canadian Public Service provided nevertheless that the period of three months may, upon the application of such participant, be extended:

(i) By the period during which he performed services for a member organization of the Pension Fund under contract and during which period he was not a participant in the Pension Fund, and

(ii) By a period not exceeding three months which was required to allow the participant to transfer his employment;

(c) Has not received or does not receive any benefits under the Act;

(d) Makes an election by executing two documents in a form which may be obtained from the Minister of the Pension Fund and delivers one to the Minister and one to the Pension Fund within six months of the date of entry into effect of this Memorandum of Agreement or prior to the expiry of six months of becoming a participant in the Pension Fund, whichever is later.

8. The amount that the Minister will pay in respect of a contributor to whom clause 7 applies shall be an amount equal to the aggregate of:

(a) The total amount paid into the Superannuation Account in respect of that contributor, except any portion thereof so paid by the Government of Canada;

- (b) The total amount paid into the Superannuation Account by the Government of Canada as matching contributions in respect of that contributor;
- (c) Such amount representing interest as the Minister determines.

9. Where the Minister is required under clause 7 to make a payment to the Pension Fund, he shall make the payment within six months from the date when he receives from the participant concerned the election referred to in paragraph 7(d), or within such longer period as the Pension Fund and the Minister together may determine.

10. Where, in accordance with clause 9, payment is made by the Minister to the Pension Fund in respect of a participant, the participant shall be credited for purposes of the Pension Fund with pensionable service equal to such period as the actuarial advisers to the Pension Fund shall determine as to the date of his election and in accordance with articles 1, paragraph (a), and 11 of the Regulations to be equal in value to the amount paid by the Minister to the Pension Fund.

11. An election made under this Memorandum of Agreement shall be automatically cancelled if the participant does not become a contributor under the Act in the case of an election under clause 2 or a participant in the Pension Fund in the case of an election under clause 7, as the case may be.

12. The Minister and the Pension Fund shall establish by agreement the administrative arrangements necessary for the operation of this Memorandum of Agreement, including the form of the elections to be made under clauses 2 and 7.

13. (1) This Memorandum of Agreement shall take effect from 1 January 1979 and may be terminated by either party by notice in writing given to the other party by registered mail at least one year before the date of termination specified in the notice.

(2) Where the Memorandum of Agreement is terminated in accordance with sub-clause (1), such termination shall have effect with respect only to participants who become employed:

- (a) In the Canadian Public Service following employment in the United Nations service, or
- (b) In the United Nations service following employment in the Canadian Public Service, on or after the specified date of termination.

(3) Where a notice of termination is given, nothing in subclause (1) shall be deemed to affect the operation of this Memorandum of Agreement with respect to participants who become employed:

- (a) In the Canadian Public Service following employment in the United Nations service, or
- (b) With the United Nations service following employment in the Canadian Public Service; prior to the specified date of termination and, with respect to such transfers of employment prior to the specified date of termination, all the obligations of the parties to this Memorandum of Agreement shall continue as if notice of termination had not been given.

14. This Memorandum of Agreement is subject to the Act and to the Regulations of the Pension Fund.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Agreement to be signed and sealed on the day and year first above written.

<i>[Illegible]</i>	The United Nations Joint Staff Pension Board:
<i>Witness</i>	<i>[Signed — Signe]</i> ¹ The Secretary

<i>[Illegible]</i>	The Government of Canada:
<i>Witness</i>	<i>[Signed — Signé]</i> ² The President of the Treasury Board

APPENDIX "A"

To: The Secretary
United Nations Joint Staff Pension Board
New York, N.Y. 10017
U.S.A.

To: The President of the Treasury Board
Ottawa, Ontario
Canada
K1A 0R5

I,, of in the of
in the Province of

(a) Hereby request the Secretary of the United Nations Joint Staff Pension Board to make payment or direct that payment be made into the Superannuation Account of the Government of Canada in respect of me in accordance with and pursuant to the Memorandum of Agreement entered into on the 22 day of November 1984, between the Government of Canada and the United Nations Joint Staff Pension Board; and

(b) In consideration of the payment referred to in paragraph (a) being made, I hereby release and forever discharge the United Nations Joint Staff Pension Board from all manner of actions, causes of action, suits, debts, accounts, covenants, claims and demands whatsoever which against the United Nations Joint Staff Pension Board, I ever had, now have, or which my heirs, executors, administrators or assigns, or any of them, hereafter can, shall or may have for or by reason of any pension, return of contributions or like benefit that I, or any other person, may be, or at any time become, entitled or eligible to receive because of contributions made by me or on my behalf, for pension purposes under the United Nations Joint Staff Pension Fund, or because of my employment with a member organization of that Fund, or both.

Signed the day of 19 ,
in the presence of

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Witness *Signature*

¹ Signed by Anthony Mango — Signé par Anthony Mango.
² Signed by Robert R. de Cotret — Signé par Robert R. de Cotret.

APPENDIX "B"

To: The President of the Treasury Board
Ottawa, Ontario
Canada
K1A 0R5

To: The Secretary
United Nations Joint Staff Pension Board
New York, N.Y. 10017
U.S.A.

I,, of in the of
in the Country of

(a) Hereby request the President of the Treasury Board to make payment into the United Nations in respect of me in accordance with and pursuant to the Memorandum of Agreement entered into on the 22 day of November A.D. 1984, between the Government of Canada and the United Nations Joint Staff Pension Board; and

(b) In consideration of the payment referred to in paragraph (a) being made, I hereby release and forever discharge Her Majesty the Queen, in right of Canada, from all manner of actions, causes of action, suits, debts, accounts, covenants, claims and demands whatsoever which against Her Majesty I ever had, now have, or which my heirs, executors, administrators or assigns, or any of them, hereafter can, shall or may have for or by reason of any pension, return of contributions or other like benefit, that I, or any other person, may be, or at any time become, entitled to receive because of contributions made by me or on my behalf, into the Superannuation Account of the Government of Canada, or because of my employment in the Canadian Public Service, or both.

Signed the day of 19
in the presence of

.....
Witness

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Signature