

# **COLLECTIVE AGREEMENT**

**BETWEEN THE**

**Halifax Regional School Board**

**AND THE**

**Nova Scotia Government and General  
Employees Union**

April 1, 2003 – September 30, 2005

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**Article 1 Preamble**

- 1.01 Both parties to this Collective Agreement recognize that:
- (a) the common objective of the Employer and its Employees is the rendering of the highest standard of administrative support services possible to the students of the Halifax Regional School Board within the bounds of the resources available;
  - (b) a relationship of goodwill, respect, co-operation, and dignity is essential between the Employer, the Employees, the students, the parents/guardians, all members of the educational community, and the public;
  - (c) the purpose of this Collective Agreement is to set out the terms and conditions of employment including the hours of work, rate of pay, benefits, and an amicable method of settling grievances regarding the same which may arise from time to time negotiated by the Employer and the Union for Employees in the bargaining unit;
  - (d) in recognition of the foregoing, the parties have agreed to the specific terms hereinafter contained.

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**Article 2      Definitions**

- 2.01            For the purpose of this Agreement:
- (1)            "Acting position" means a bargaining unit position filled by an Employee who is temporarily doing the duties of an absent Employee and who will return to their former positions upon completion of the acting period of absence.
  - (2)            "Anniversary date" means one year or three hundred and sixty-five days later than the event in the earlier year.
  - (3)            "Bargaining Unit" means the N.S.G.E.U. bargaining unit Local 53 as per Labour Relations Board Certification #4508 (Section 31, Interim 1) dated June 19, 1997 as attached as Appendix "A".
  - (4)            "Board" means the Halifax Regional School Board.
  - (5)            "Classification" means SC2, SC3 or SC4.
  - (6)            "Consult" means prior notification including discussion.
  - (7)            "Day" means a working day unless otherwise specified.
  - (8)            "Department" shall be identified as any of the following:
    - Each individual school (is its own Department);
    - Program (including Student Services site offices);
    - School Administration;
    - School Facilities;
    - Board Services;
    - Human Resource Services;
    - Financial Services;
    - Payroll.
  - (9)            "Designate" means a person to whom a particular responsibility has been assigned.
  - (10)           "Employee" means a person employed by the Board and in the bargaining unit.
  - (11)           "Employer" means the Halifax Regional School Board and may be referred to as the "Employer".
  - (12)           "Full-time Employee" means an Employee who is regularly scheduled to work full-time hours in a permanent position.
  - (13)           "Job Description" means position descriptions and its related duties.
  - (14)           "Layoff" is defined as the interruption of the Employee's employment for any reason except cause or resignation but is subject to recall rights as per Article 23.
  - (15)           "Lieu time" means time off with pay for time worked. Lieu time can be accumulated in advance or be made up after the fact.
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- (16) "Local" means Local 53 Nova Scotia Government and General Employees Union and may be referred to as the "local".
- (17) "Lockout and Strike" shall be defined in accordance with the definitions set out in the *Trade Union Act* of Nova Scotia.
- (18) A "new job classification" means a classification which was created after April 1, 2003, agreed upon as a bargaining unit position and classified by the parties to this Collective Agreement.
- (19) "A new position" means a position created after April 1, 2003, in existing classifications.
- (20) "Permanent Employee" is an Employee who is hired on a permanent basis.
- (21) "Probationary Employee" means a newly hired Employee serving a probationary period of six (6) months having such rights as defined in Article 6, Probationary Employee.
- (22) Regular "Part-time Employee" means one who is employed on a regularly scheduled basis but who works less than the hours scheduled for a full-time Employee.
- (23) "Secondment" means the Employee who is transferred from their original assignment to a special position in or outside of the bargaining unit. Secondment will be in writing and indicate a specific commencement and termination date.
- (24) "Seniority" means uninterrupted employment with the Board from the most recent date of hire, unless otherwise specifically provided for in this Collective Agreement.
- (25) "Split Shift" means a period of time during an Employee's work day which extends beyond one and one-half (1½) hours of unpaid time.
- (26) "Students" are defined as those Employees who are engaged in recognized work/study program at a school or university whose course of study requires or permits a student to participate in study-related work programs as an integral part of the degree or diploma requirements.
- (27) "Summer Students" are defined as those who have been in full-time attendance in school or university in the immediately preceding scholastic year or who are enrolled in the immediately following scholastic year and who were not engaged as replacements for members of the bargaining unit. The employment of summer students will be confined to the period between April 10 and September 10 in any one year.
- (28) "Technological change" means the introduction by the Employer, of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of its business or a change in the manner in which the Employer carries on the business that is related to the introduction of that equipment or

material which is likely to affect the classification or security of employment of an Employee(s).

- (29) "Term Employee" means an Employee, not including a permanent Employee, who is employed to fill a position temporarily vacated by a regular Employee and who is expected to be terminated upon the return of the absent Employee. The term Employee has no recall rights if terminated or laid off.
- (30) "Union" means the Nova Scotia Government and General Employees Union and may be referred to as the Union or NSGEU.
- (31) "Vacant position" means a bargaining unit position for which there is no Permanent Employee.
- (32) "Volunteer" is a person who provides a service to the Board who does not receive remuneration by the Board for the service(s) they provide.
- (33) "Working Day" means a day on which work is regularly scheduled and includes a day on which an Employee would ordinarily be working.

2.02 Unless any provisions of the Agreement otherwise specify, the plural includes the singular, and the masculine includes the feminine and vice versa as the context may require.

**Article 3      Employer's Rights**

3.01            The Employer shall manage the operation of the Halifax Regional School Board, its services and programs, subject to the provisions of this Collective Agreement, including without limiting the generality of the foregoing, its right to determine:

- (a)    employment;
- (b)    complement;
- (c)    work methods and procedures;
- (d)    kinds and locations of equipment;
- (e)    facilities and buildings;
- (f)    hours of work, scheduling, assignment, training, classification, and evaluation of Employees;
- (g)    organization;
- (h)    promotion, demotion, layoff and discharge of Employees;
- (i)    maintenance of order, discipline and efficiency.

3.02            The Employer has the right to make reasonable procedures to be observed by the Employees, and these procedures shall not be inconsistent with the terms or spirit of the Collective Agreement. The Employer agrees to administer the provisions of the Collective Agreement consistent with the spirit of the Collective Agreement.



**Article 4      No Discrimination**

- 4.01      Neither the Employer nor the Union nor any person acting on behalf of the Employer or the Union shall refuse to continue to employ any Employee or otherwise discriminate against any Employee on the basis of race, religion, creed, colour, ethnic or national or aboriginal origin, sex, marital status, age (not including the period beyond the Employee's sixty-fifth (65<sup>th</sup>) birthday), physical or mental disability unless the nature and extent of the physical or mental disability reasonably precludes performance of a particular employment or activity, family status, source of income, sexual orientation, political affiliation or activity.
- 4.02      The Employer and the Union shall make reasonable accommodation for Employees to ensure they are not discriminated against pursuant to this Article.
- 4.03      The Employer and the Union agree not to discriminate against Employees for reason of membership or activity in the Union.
- 4.04      The Executive Director of Human Resource Services may approve an annual written request by an Employee to continue working beyond their sixty-fifth (65<sup>th</sup>) birthday.
- 4.05      In evaluating the need for extension, the following criteria may be considered:
- (a)      the requirement of the Board for the continued service of the Employee;
  - (b)      the uniqueness of the Employee's particular job skills; and
  - (c)      the Employee's physical ability to perform the job in question.

**Article 5 Recognition**

5.01 The Employer recognizes the NSGEU as the exclusive bargaining agent for Board Employees who are covered by this Collective Agreement as described in Labour Relations Board Interim Order No. 4508 dated June 19, 1997 and attached to this Collective Agreement as Appendix "A".

5.02 No Employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

5.03 The Employer will provide the new Employees with their classification and salary rate as part of the written confirmation of the Employee's initial employment with the Board.

The Local President will be notified within fifteen days of all new Employees and their location upon being hired into the Bargaining Unit.

**Article 6 Probationary Employee**

- 6.01 The probationary period is an evaluation period and is used to determine an Employee's suitability for appointment to a permanent position.
- 6.02 There shall be one and only one probationary period.
- 6.03 Notwithstanding any other provision in this Collective Agreement, a newly hired Employee shall be on probation for a period of six (6) calendar months from the date of hire (Probationary Employee) and shall be subject to the following terms and conditions:
- (a) A newly hired Employee shall be on probation for a period of six (6) months from the date of hiring and upon hiring shall be advised of the expected end date of their probationary period. Upon the completion of the probationary period, seniority shall be effective from the original date of continuous employment.
  - (b) Notwithstanding Article 6.03 (a) above, the probationary period may be extended for up to an additional sixty (60) days by mutual agreement between the Employer, the Union, and the Probationary Employee.
  - (c) A Probationary Employee shall be entitled to all the benefits and rights contained in this Collective Agreement in accordance with the terms and conditions relating to such benefits and rights except as otherwise provided in this Collective Agreement.
  - (d) A Probationary Employee shall be obliged to pay membership dues to the Union during any probationary period from the first day of hire.
  - (e) A Probationary Employee is entitled to be credited with sick leave at the same rate as any other Employee during the probationary period; but must repay all sick leave taken if the Probationary Employee does not successfully complete the probationary period.
  - (f) A Probationary Employee shall receive one written appraisal prior to the end of their probationary period, normally mid-way through their probationary period.
  - (g) A Probationary Employee who at any time during their probationary period is to be laid off will be evaluated prior to their lay off.
  - (h) If a Probationary Employee is recalled to any position except the position from which they are laid off, they must serve the complete probationary period as described in Article 6.03 (a).

- 6.04 The Local President or designate shall be present at a meeting with the Probationary Employee where the employment of a Probationary Employee is to be terminated. The reasons for such termination shall be given to the Probationary Employee in writing.
- 6.05 During the probationary period or extension thereto, if in the opinion of the Employer the Probationary Employee has not performed to the standards established by the Employer, the Probationary Employee may be dismissed without recourse to the grievance procedure.
- 6.06 A Probationary Employee shall be given five (5) days notice of discharge or pay in lieu of the notice.

**Article 7 Union Business**

- 7.01 The Employer shall continue the normal salaries of Employees when meeting with management in joint consultation to discuss grievances.
- 7.02 The Employer agrees, upon the written request of the Union, if such request is reasonable, to provide the Union with information for the purposes of collective bargaining, complaint, or grievance investigation.
- 7.03 The Employer agrees to hire replacements as operationally required when Employees are granted leaves for union business and the Employer is to be reimbursed by the Union.
- 7.04 On reasonable notice, special leave without pay shall be granted, subject to the operational needs and requirements of the Employer, to Employees who are selected:
- (a) as members of the Board of Directors of the Union for the attendance at Board meetings;
  - (b) as members of the Bargaining Unit Negotiating Committees of the Union for the attendance at Committee Meetings;
  - (c) as delegates to attend NSGEU conventions and conventions of the Union's affiliated bodies including the National Union of Public and General Employees, Canadian Labour Congress, and the Nova Scotia Federation of Labour;
  - (d) as delegates to attend educational workshops, clinics, conferences, and conventions;
  - (e) as members of standing committees of the Union for the attendance at meetings of standing committees;
  - (f) as members of the Executive to attend Executive Meetings of the Nova Scotia Government and General Employees Union and the Nova Scotia Federation of Labour;
  - (g) for such other union business as may be authorized by the Union.
- 7.05 The Employer will continue the salary of an Employee who is granted leave without pay in accordance with Article 7.04 and will bill the Union for the Employee's salary.
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- 7.06 While on leave for union business pursuant to this Article, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and service and seniority shall be deemed to be continuous.
- 7.07 Union representatives shall, with the agreement of the Employer, have access to the workplace for the purpose of handling grievances, consulting with Local officers, including stewards and other Employees, in matters arising from the collective bargaining relationship between the parties. The agreement of the Employer will not be unreasonably withheld.
- 7.08
- (a) The Employer acknowledges the right of the Union to appoint or otherwise select stewards. The Employer shall be provided with a list, in writing, of all local stewards and officers and their terms of office and shall be advised, within thirty (30) days, of any changes to that list. The Employer shall supply the Local with a list of supervisory personnel with whom the Union may be required to transact business;
  - (b) A steward or their alternate shall obtain the permission of the immediate supervisor or their designate before leaving work to perform the duties as a steward, such permission shall not be unreasonably withheld;
  - (c) The steward shall report back to the immediate supervisor before resuming the normal duties of their position after completing the duties as a steward; and,
  - (d) Employees who are stewards shall not suffer any loss of pay or benefits as a result of time spent on their duties during regular working hours but there shall be no compensation to Employees who are stewards for time spent on their duties outside regular working hours.
- 7.09 The Employer will provide access to bulletin board space for the posting of union notices which shall be located so that Employees have access to them.
- 7.10 It is agreed that the Union and Employees will not engage in union activities during working hours or hold meetings at any time on the premises of the Employer without permission of the Employer.
- 7.11 With the Employee's written authorization, the Employer agrees to release to the Local President or the Employee Relations Officer a copy of the Employee's personnel file.
- 7.12 Confirmation of authorization of leaves of absence for union business will be sent to the supervisor or principal, the Employee prior to the leave, and the Local President.
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- 7.13 The Union may request from the Employer to use its premises for such things as union membership meetings and general membership meetings provided the meetings do not interfere with the normal operations of the Board.
- 7.14 The Employer shall permit reasonable union communications to be delivered throughout the School Board.

**Article 8 Union Security and Activities**

8.01 The Employer agrees that it shall be a condition of employment that all Employees covered by this Collective Agreement shall become and remain members of the Union.

**Check-Off of Union Dues**

8.02 The Employer will, as a condition of continued employment, deduct an amount equal to membership dues from the bi-weekly pay of all Employees in the bargaining unit.

8.03 The Union will inform the Employer in writing of the deduction to be checked off in accordance with Article 8.02.

8.04 The Employer shall send the amounts deducted to the Secretary-Treasurer of the Union by cheque within a reasonable time after deductions are made. An accompanying list will identify each Employee and the deductions made on their behalf.

8.05 The Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this Article.

8.06 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect of any action taken by it for the purpose of complying with the provisions of this Article.



**Article 9 Contracting Out**

- 9.01 The Employer agrees to notify the Union in writing at least ninety (90) calendar days in advance of any contracting out of work presently performed by Employees.
- 9.02 The Employer and Union shall meet within five (5) calendar days of delivery of written notification of the Employer's intention to contract out work of the bargaining unit. At that meeting, the Employer shall identify the work to be contracted out, the reasons that have led to the decision to recommend contracting out of the work, and the Employees adversely affected by the contracting out.
- 9.03 During the initial meeting, the Employer will provide all reasonable information relevant to the decision to contract out.
- 9.04 Within thirty (30) days of receiving notice of contracting out work, the Union will be given an opportunity to make a written submission and an oral presentation to the Executive Director of Human Resource Services and Superintendent respecting the contracting out and alternatives available to the Employer prior to any contract being awarded to any contractor or outside agency.
- 9.05 The failure by the Employer to provide sufficient notice or information in accordance with this Article shall not render the contracting out void, but shall entitle the Employees adversely affected by the contracting out to be compensated by regular pay in lieu of notice to the extent notice or information has not been provided.
- 9.06 The Employer will make reasonable effort where work is contracted out to obtain jobs with the contractor for Employees whose work is contracted out.
- Unless an Employee advises the Employer within thirty (30) days from the commencement of the contracting out that they wish to be placed on lay-off from the Board and have recall rights within this Agreement, their employment, seniority, and all rights under this Collective Agreement shall be terminated.

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**Article 10 Seniority**

- 10.01 Seniority and employment are broken by resignation or termination. If the Employee returns to the employ of the Board in any capacity, their previous seniority will not be restored.
- 10.02 Seniority and employment are not broken by an Employee drawing Workers' Compensation benefits, being on layoff, being on sick leave, or being on pregnancy or parental leave.
- 10.03 The Employer shall, by January 31<sup>st</sup> of each year, update and post the seniority list and prepare a revised seniority list showing the name of the Employee, the hire date and the seniority of all Employees in the bargaining unit.
- Any challenge to or revision of the posted list shall be made in writing within fifteen (15) days of the posting of the list. Challenges may only be made by Employees newly added to the list or Employees whose seniority has changed since the last signed list. After all challenges to the list have been settled, the seniority list shall be considered approved when signed by the Union and Human Resource Services and such list shall be conclusive evidence of the seniority of Employees in the bargaining unit.
- 10.04 Employees will be credited with seniority from the Employee's most recent date of hire with the Board.
- Whenever two or more Employees have the same bargaining unit seniority, determination of seniority for layoff, recall, and job competitions for job postings will be calculated on regular hours worked. (Number of hours per year multiplied by the number of years of service.) If a further determination of seniority is required, the names will be "drawn from a hat" in the presence of a Member of Human Resource Services, a Local Executive member and the Employee Relations Officer. The first name drawn will be the most senior and subsequent draws will indicate the descending order of seniority.
- 10.05 Non-bargaining unit Employees hired into bargaining unit positions will earn seniority from the date they become bargaining unit Employees.
- 10.06 The service of a Probationary Employee will be recognized in accordance with paragraph 6.03 (a).
- 10.07 Seniority shall not accumulate during any leave of absence in excess of sixty (60) days, except as otherwise listed in this agreement.
- An Employee granted a leave of absence for more than sixty (60) days shall, upon their return to the bargaining unit, have their accumulated seniority and benefits (as of the date of their departure) reinstated.
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- 10.08 Seniority of an Employee shall be lost and the Employee's name removed from the seniority list if the Employee accepts a position outside the bargaining unit for a period of longer than twenty-four (24) months.
- 10.09 Seniority of an Employee shall be lost, the Employee's name will be removed from the seniority list and the Employee will be deemed terminated for any of the following reasons:
- (a) is discharged for just cause and the discharge is not contested or the Employee is not reinstated by arbitration;
  - (b) written resignation;
  - (c) is not recalled within twenty (20) consecutive months after a lay-off; or
  - (d) is absent from work in excess of two (2) working days without notifying the Employer.
- 10.10 An Employee who resigns from employment with the Employer shall be entitled to withdraw her/his resignation, in writing, within two (2) of the Employee's working days of having submitted the resignation
- 10.11 Term Employees will not have their employment with the Employer counted as seniority within the bargaining unit nor will their name(s) be placed on the seniority list.

**Article 11    Hours of Work**

- 11.01        The regular work day is seven (7) hours per day (total 35 hours/week), Monday to Friday between the hours of 7:30 a.m. and 4:30 p.m. with no split shifts.
- (a)        Employees shall be entitled to one (1) paid fifteen (15) minute break in each half of their work day.
- (b)        If operationally required, (e.g. if two schools are housed in one building and operating independently,) Employees may be required to work a seven (7) hour shift between 7:00 a.m. and 6:00 p.m., Monday to Friday.
- 11.02        Employees shall be entitled to an unpaid lunch break of at least one-half (1/2) hour and no more than one (1) hour to be taken as close to the middle of the day as possible.
- 11.03        The Employer shall, where operational requirements and efficiency of the service permit, authorize a flexible working hours schedule, if the Employer is satisfied that an adequate number of Employees in a unit have requested and wish to participate in such a schedule.
- 11.04        Where Employees have indicated a desire to work a modified work week, the Employer shall authorize a modified work week schedule, providing operational requirements permit and the provision of services are not adversely affected.
- 11.05        The Employer agrees that there will not be any split shifts for any bargaining unit Employee except where mutually agreeable and to accommodate permanent part-time Employees working extra hours.
- 11.06        The Employer agrees to give all Employees a minimum of two (2) weeks notice prior to changing the Employee's regular hours of work for a period of two (2) weeks or longer.
- Temporary changes in regular schedules for periods of less than two (2) weeks will be discussed with the affected Employee and if possible the Employee will make a reasonable effort to accommodate the request for the change.
- 11.07        Employees shall not suffer a loss of pay or benefits if their work place is temporarily closed because of an order by the Minister of Education or the Minister's representatives; or by an order by the School Board or its representatives; or by an order by another proper authority for reasons of health, security and/or safety including when their workplace is closed due to storms.
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11.08 Employees who work less than twelve (12) months shall not be required to work during the following times when the school system is closed:

- (a) March Break;
- (b) Christmas Break;
- (c) February Break; and
- (d) July and August (lay off period).

Employees will be offered summer employment to a maximum of five (5) days each year if requested by the Employer by June 15<sup>th</sup> or two (2) weeks before the Employee's last work-day in June. The five (5) days may be worked either directly after the school closes in June or immediately prior to the opening of the school in September, or a combination of both. All hours worked by the Employee will be considered to be hours worked for the Employer and therefore subject to regular deductions.

If the Employee agrees to work, the Employee will earn straight time at their applicable rate of pay.

If the Employee who normally performs the work does not agree to work pursuant to the Employer's request (after having received at least twenty-four (24) hours notice of the availability of work), the Employer can make other arrangements to have the work done.

The Employer, whenever possible will offer summer work to laid-off and part-time Employees who have indicated they would like to work for the Employer during the summer lay-off period, first before offering the work to a non-bargaining unit Employee.

**Article 12 Overtime**

- 12.01 Overtime shall be on a voluntary basis.
- 12.02 All overtime must be approved in advance by the appropriate supervisor.
- 12.03 (a) All time worked in excess of thirty-five (35) hours per week (including Saturdays and Sundays) shall be considered as overtime, and shall be compensated at the rate of one and one-half (1½) times the Employee's regular rate of pay or taken as time in lieu of pay.
- (b) If the Employee is required to work on the Saturday and Sunday of the same weekend, then the compensation for Sunday will be paid at the rate of two times (2x) their regular rate of pay.
- 12.04 By mutual agreement, an Employee may take time off in lieu of pay at the applicable rate of every hour worked, within twelve (12) months of the date the overtime was earned. If there is no mutual agreement, overtime will be paid out in the last pay of October.
- 12.05 If an Employee is required to work outside their regular scheduled daily hours and is called back for that purpose, they shall be paid a minimum of three (3) hours at the applicable overtime rate.
- 12.06 An Employee required to work overtime through a normal meal period will be reimbursed eight dollars (\$8.00).
- 12.07 The right of first refusal for overtime for completing their normal work will be given to the Employee who is normally assigned to do the work which requires the overtime.
- 12.08 A request for a ten (10) month Employee to work during July and August must be stipulated prior to the 15<sup>th</sup> of June and if granted, the Employee shall work additional hours to a maximum of thirty-five (35) hours at the straight rate. An Employee who works more than the requested hours will be paid at the applicable overtime rate of pay.

**Article 13    Travel**

- 13.01        If Employees are required to travel as a requirement of their position (i.e. banking, post office, deliveries to schools, etc.), the Employer will pay mileage at the rate of thirty-one cents (\$0.31) per kilometer. Effective April 1, 2004, the rate shall increase to thirty-four cents (\$0.34) per kilometer.
- 13.02        Employees shall not be required to transport students in their privately owned vehicle.
- 13.03        (a)        Employees shall be reimbursed for parking, kilometers, and public transit when necessary, to carry out the requirement of their assignments and if required to attend meetings, seminars, workshops, etc. at locations other than their regularly assigned work location.
- (b)        Employees who are assigned to work in more than one location each day as part of a single assignment will be paid travel between the two locations.
- 13.04        An Employee who is required to report back to work after having left, and outside regular scheduled hours, will be reimbursed for transportation to and from the workplace at the rate of thirty-one cents (\$0.31) per kilometer. Effective April 1, 2004, the rate shall increase to thirty-four cents (\$0.34) per kilometer.

**Article 14 Wages and Classification**

- 14.01 Rates of pay and classification of Employees shall be those outlined in Schedule A and shall be and form part of the Collective Agreement.
- 14.02 The rate of pay of a person upon appointment shall be at least the minimum rate prescribed for the classification to which the Employee has been appointed.
- 14.03 The payroll period shall consist of fourteen (14) consecutive days, beginning Friday and concluding Thursday, two weeks hence. All Employees will have their pays deposited by automatic payroll deposits.
- 14.04 Employees will be advised of their earnings and deductions on, or before pay day clearly stating the rate of pay, overtime, holiday pay, vacation pay and have miscellaneous deductions fully explained.
- 14.05 The bi-weekly pay will be calculated by multiplying the bi-weekly regularly scheduled hours by the Employee's rate of pay.
- 14.06 Pay-back of overpayment or under deductions will be discussed with the Employee (and at the Employee's request, the Union) to arrive at an acceptable arrangement to reimburse the Employer. If the parties do not agree to an arrangement, adjustments for correction will be implemented by the Employer, at the first opportunity.
- 14.07 The workday, for payroll purposes, shall consist of a twenty-four (24) hour period beginning at 12:00 a.m. for all Employees.
- 14.08 An Employee who works less than twelve (12) months shall at their request have their pay distributed over a ten, eleven, or twelve month period.
- 14.09 Progress through the wage increment steps provided for in Schedule A shall be automatic, so that an Employee shall receive the wage rate of the next higher step on their anniversary date.
- 14.10 Where an Employee is required by the Employer to perform work for a temporary period they shall receive payment of acting pay equivalent to their increment level at the higher classification.



- 14.11 Where an Employee is designated to perform the core duties of a higher classification, all overtime while in this temporary assignment shall be paid at the overtime rates for the higher classification.
- 14.12 It is agreed that, if new job classifications are established or job classifications are substantially altered during the life of this Collective Agreement which are not covered by Schedule A, the wage rates for such classifications will be negotiated between the Employer and the Union. The Employer may put into effect a temporary rate pending negotiations on the rate to be established, but once the rate has been established, it will be made retroactive to the time the new job classification was instituted. These negotiations shall be completed within a sixty (60) day period of the appointment to the position. If the parties are unable to agree, the matter shall be referred to arbitration as provided in Article 19.
- 14.13 Where periodic adjustments to the pay periods occur, the Employer agrees to notify all Employees and NSGEU at least one month prior to this change.
- 14.14 When an Employee is granted a leave for personal reasons, deductions for lost time will occur in the next pay period after the absence is reported unless arrangements are made by mutual agreement to extend the deductions period.
- 14.15 Where the Employer has deducted monies from the Employee(s) pay in error, the Employee and the local president will be notified of the adjustment to be made, who the adjustments will be made for, the amount and when it will be paid to the Employees. All adjustments to Employee's cheques will be clearly indicated on their pay statements.
- 14.16 Employees who begin employment between pay periods will be paid on the next regularly scheduled payday and where time will not permit this, the following pay day will be applicable with adjustments.
- 14.17 Employees who leave the employment of the Employer will have all necessary adjustments made from their pay on the last regular pay paid to the Employee.

**Article 15 Personnel File**

- 15.01 There shall be one official personnel file for each Employee to be used in decisions respecting the terms and conditions of employment of that Employee.
- 15.02 An Employee may make an appointment for a meeting with Human Resource Services to review their personnel file. Such appointment shall be during normal Board office hours. The Employee shall be entitled to make a copy of any information contained in their personnel file.
- 15.03 Records of any discipline shall be removed from the Employee's file if, within the thirty-six (36) months from the date the letter was written, there have been no further incidents of the same or similar nature.
- 15.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any documents from the Employee's file which they are not aware of at the time of disciplinary action.
- 15.05 Employees shall be permitted to insert in their personnel file any document relevant to their employment and letters of commendation and meritorious conduct.

**Article 16 Discipline, Suspension and Discharge**

- 16.01 No Employee shall be disciplined, suspended or discharged, except for just cause.
- 16.02 It is recognized that the Employer has the right to discipline, suspend, or discharge. An Employee may request that they have a union representative present during the imposition of discipline, suspension or discharge and the Employer shall make every reasonable effort to accommodate this request.
- 16.03 Except in an emergency, the Local will be notified prior to any meeting occurring at which an Employee is disciplined, suspended or discharged. Where the Board has acted in an emergency, the Board shall notify the Union no later than one (1) day after the discipline, suspension or discharge.
- 16.04 In the event that an Employee is disciplined, the Employee shall be notified in writing of the reasons for the imposition of discipline and the resulting decision.
- 16.05 Where it is determined, through the grievance process, that an Employee has been unjustly disciplined, suspended or discharged, the Board shall forthwith compensate the Employee for any amounts as agreed between the parties or as determined by arbitration, including, where appropriate, reinstatement.
- 16.06 If following a full hearing on the merits of the grievance, the grievor is fully exonerated from any wrongdoing; all records held by the Employer dealing with such discipline, suspension or discharge will be removed from the personnel file and destroyed.

**Article 17    Legal Assistance**

- 17.01        Where an Employee, as a result of acting lawfully in performance of his/her duties as an Employee is prosecuted or sued by a party other than Her Majesty or a party to this Collective Agreement, the Employer undertakes to defend him/her, provided that the Employee shall cooperate fully with the defence provided, and further provided that if the Employee retains his/her own legal counsel, the Employer shall be relieved of all obligations under this Article. Nothing in this Article will prevent the Employee from having the full rights and benefits of this Collective Agreement including the right to grieve.
- 17.02        Permission to copy copyright and patent materials will be the sole responsibility of the Employer. Employees will not be held responsible for any infringement of copyright or patent for copying materials when instructed to do so by the Employer.
- 17.03        Where an Employee is charged with an offence resulting from the performance of their duties and is fully exonerated from all charges, the Employee will be reimbursed for reasonable costs for legal counsel.
- 17.04        The Employer shall maintain liability insurance to cover losses or damages that may result from the actions of the Bargaining Unit Employees. Nothing in this Article relieves Employees of responsibility for their own actions.
- 17.05        Employees will be expected to provide first aid assistance to the extent of their experience, training and abilities.

**Article 18 Harassment**

18.01 The Employer and the Union agree to be bound by the Board's Sexual Harassment and Race Relations, Cross Cultural Understanding and Human Rights Policies.

The Employer agrees to permit the Employee to have union representation if required by the Employee at any step of their complaint.

18.02 Employees shall have the right to grieve the Board's Sexual Harassment and Race Relations, Cross Cultural Understanding and Human Rights Policies if the policies are not followed.

**Article 19 Grievance Resolution**

- 19.01 Where an Employee or the Union has a dispute with the Employer regarding the interpretation, application or alleged violation of this Collective Agreement, the dispute shall constitute a grievance.
- 19.02 At Steps 1, 2 and 3 of the formal grievance process, where the Employee has a meeting with the Employer concerning a grievance they shall be accompanied by a representative of the Union.
- 19.03 (a) Suspension and dismissal grievances shall be filed at Step 3 of the grievance procedure.
- (b) General grievances brought by the Union pursuant to Article 19.01 shall be filed at Step 3 of the grievance procedure.

**Informal Step**

- 19.04 An Employee shall within ten (10) days of an occurrence which could become the matter of a grievance bring the incident to the attention of the immediate supervisor verbally. This meeting shall only include the supervisor and the Employee. The immediate supervisor shall respond verbally within ten (10) days of being so advised.

**Step One**

- 19.05 (a) If the informal grievance does not resolve the dispute, the Employee shall submit the grievance in writing to the immediate supervisor within ten (10) days of receiving the response from the immediate supervisor in accordance with Article 19.04, stating the event which gave rise to the grievance, the articles in the Collective Agreement which the Employee believes have been violated and the corrective action desired. The supervisor shall reply in writing to the grievor within ten (10) days.

**Step Two**

- (b) If the grievance is not resolved pursuant to Article 19.05 (a), the grievance shall be submitted in writing within ten (10) days of the response to the Director of the appropriate department or designate and there shall be a meeting with the Director or designate within ten (10) days to endeavor to resolve the grievance;
- (c) The Director of the appropriate department or designate shall reply in writing within ten (10) days from the date of the meeting pursuant to Article 19.05 (b);

**Step Three**

- (d) If the grievance is not settled pursuant to Article 19.05 (c) within ten (10) days, the Union shall inform the Employer, in writing, that it wishes to have the grievance proceed to the next step of the grievance procedure;
- (e) Within ten (10) days of the written request of the grievor to proceed to the next step of the grievance procedure, the Executive Director of Human Resource Services or his/her designate shall arrange a meeting to discuss the grievance. The Executive Director of Human Resource Services or his/her designate shall respond in writing within ten (10) days of the meeting;
- (f) If the grievance has not been settled to the satisfaction of the Union, within ten (10) days following the response by the Executive Director of Human Resource Services or his/her designate pursuant to Article 19.05(e), the Union shall, by notice in writing to the Executive Director of Human Resource Services, refer the matter to a board of arbitration.

19.06 Grievances shall be made by fax, certified mail or personally delivered to the other party.

19.07 Any step of the grievance procedure may be omitted by the mutual agreement in writing of both parties.

19.08 Any time limit fixed in both the grievance and arbitration may be extended by mutual agreement in writing of both parties.

19.09 Requests to omit a step or extend the time limit shall be done within the appropriate step or time set out in this Collective Agreement.

19.10 (a) If the Employer fails to comply with the applicable steps and time limits, the grievor shall be at liberty to proceed according to the required time limits to the next succeeding step of the grievance procedure.

- (b) Failure of the grievor or the Union to proceed to the next step of the grievance procedure within the time limits contained in this Agreement shall be considered abandonment of the grievance.

**Arbitration**

19.11 (a) Upon receipt of the Union's written notice that it wishes to have a grievance proceed to arbitration, the parties shall endeavor to mutually agree to have a grievance submitted to a sole arbitrator;

- (b) The parties shall exchange names within ten (10) days of the date of reply in Step 3 of the Grievance Procedure; and
  - (c) If the parties are unable to agree upon the choice of a sole arbitrator, the grievance shall be submitted to a Board of Arbitration as outlined in Article 19.12.
- 19.12
- (a) The Union and the Board shall each name a nominee to the board of arbitration within ten (10) calendar days after failure of the parties to reach mutual agreement on a sole arbitrator. Each party shall notify the other of the name of its nominee;
  - (b) The Union nominee and Employer nominee shall select a chairperson of the board of arbitration and shall notify the Union and the Employer, in writing, of their selection; and
  - (c) If the Union nominee and the Employer nominee are unable to agree upon a suitable chairperson, either party may request the Minister of Labour for the Province of Nova Scotia to appoint a chairperson.
- 19.13
- Each party shall pay one-half of the fees and expenses of the chair of the arbitration board or sole arbitrator as the case may be. Each party shall pay its own costs in respect of its nominee to the board of arbitration.
- 19.14
- The majority decision of a board of arbitration or the decision of a sole arbitrator shall be final and binding upon all parties, including the Board, the Union, and the grievor.
- 19.15
- The Arbitrator or the Arbitration Board shall not have the power to alter, amend, modify, change, or make any decisions inconsistent with the provisions of this Agreement but shall have the power to modify or set aside any unjust penalty of discharge, suspension, or discipline imposed by the Employer on an Employee.
- 19.16
- At any stage of the arbitration procedure, the parties may have access to the Employee(s) concerned as witnesses and all reasonable arrangements will be made to permit the grievor accompanied by a Union representative, and/or Arbitrator(s) to have access to the Employer's premises to view the working conditions which may be relevant to the settlement of the grievance.



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**Article 20    Joint Committee**

- 20.01        The Joint Committee ("JC") shall be established immediately upon the signing of this Collective Agreement, with the full support and recognition of both parties. The JC will work cooperatively to deal with issues of common concern to both the Local and the Employer. The JC shall consist of a maximum of four (4) representatives from each side including the appropriate Human Resources Services Manager and Local President as part of the Committee.
- 20.02        The JC shall meet in September, November, January, February, April and May. The meeting dates for the rest of the year will be established at the September meeting. The JC may schedule emergency meetings to deal with urgent matters.
- 20.03        The JC shall meet during scheduled normal working hours and no pay or benefits shall be lost by Employees engaged in this Committee.
- 20.04        The Committee shall keep minutes and distribute them to Committee members prior to the next meeting for the use of the Local and the Employer recognizing the fact that some issues must be dealt with confidentially. In this respect the committee will determine the extent of the discussions and the distribution of minutes to Employees outside the Committee.
- 20.05        The JC will discuss expected layoffs, reductions, redundancies, relocations, transfers, job sharing arrangements, externally funded positions, review or create forms and applications, develop guidelines for the use of volunteers, vacancies and possible available positions, re-organizational plans, technological changes, proposed contracting out of work, possible action plans to deal with traumatic situations, systemic responses to workplace harassment etc. as necessary with the intention of identifying potential problems and making recommendations for dealing with the situations appropriately.
- 20.06        (a)        The Union acknowledges that the Employer from time to time develops committees that require Union input. The Employer therefore will endeavor to give the Union advance notice of the requirement and the Union will endeavor to appoint or elect suitable members who would assist the committee.
- (b)        Policies, procedures and changes which could have an effect on the working conditions of Employees shall be discussed by the JC whenever possible prior to implementation.

**Article 21    Job Posting**

- 21.01            In filling vacancies within the Bargaining Unit, including promotions and new positions, preference will be given to applicants currently on the Seniority List. Appointments will be made on the basis of qualifications as required for the position, competencies as set out in the job description and past job evaluations. In the event that, following consideration of the factors listed in this Article, two applicants are equal, the applicant with the greater seniority with the Board shall be awarded the position.
- 21.02            If a temporary vacancy exceeds six (6) months in duration, the temporary vacancy will be posted as an acting position. A permanent Employee who fills an acting position will be permitted to return to the position they occupied prior to the acceptance of the acting position without loss of seniority or benefits. The acting position will be filled in accordance with Article 21.01.
- 21.03            Vacancies in permanent/acting positions which the Employer intends to fill shall be posted within fourteen (14) working days of the Employer's decision to post the vacant position. Such positions shall be posted within the Bargaining Unit first for a period of five (5) working days. Vacancies will be posted electronically.
- 21.04            The posting will contain a general description of the position, competencies as set out in the job description, required qualifications, rate of pay, hours of work, and expected start date.
- 21.05            Employees who wish to be considered for the position will be required to file an application on-line with Human Resource Services before the expiration of the five (5) working day posting period, clearly setting forth their qualifications for the position.
- 21.06            In filling vacancies, the position will be awarded to the successful applicant as soon as operationally possible. If there is a significant delay in the start date of the position, the reasons will be communicated to the Employee and to the Union.
- 21.07            If the qualifications for a job which has been posted are changed after the job has been posted and before it is filled, the job shall be posted again setting forth the revised qualifications before an appointment is made.
- 21.08            An Employee who is temporarily assigned to another position for which the rate of pay is lower shall retain their original rate of pay while in the temporary position.

- 21.09 The Employer, upon request from an unsuccessful applicant, shall advise them of the reasons why they were not successful in their application for the position. This debriefing is not intended to limit the Employer's response in the event of a grievance or arbitration.
- 21.10 All Bargaining Unit Employees, including those on layoff, can compete for any posted position.
- 21.11 Notwithstanding any other provision of this Article, the Employer may after consultation with the Employee and the Union, reassign the Employee from one position to another within the Employee's classification. The Employer will not transfer for any disciplinary reasons or solely at the request of the principal.
- 21.12 The Employer will consider Employee initiated exchanges of positions. The request will be made, in writing, to the Human Resource Services Department and copied to the Local President. Within thirty days of receiving the details from the Employees the request will be discussed at the Joint Committee. Any application must bear the signatures of the Employees, must be within the same classification, and have the same number of hours and be recommended by the immediate supervisors.
- The Employees will be given an answer to their request within two (2) days after the exchange was discussed at the Joint Committee.
- Once the exchange commences the Employees will be expected to serve a trial period of thirty (30) days and if successfully completed the exchange will become permanent and the Employees and the Local President will be notified within two (2) days. If such trial period is unsuccessful, both Employees will return to their original assignments.

**Article 22 Professional Development****22.01 Educational Programs to Maintain Employment Status**

A leave of absence with pay shall be granted to an Employee for attendance at an approved educational program which is required for the Employee to obtain certification to maintain their employment status. The Employer shall also pay the full costs and expenses associated with this educational program.

22.02 While an Employee is on an approved educational leave the Employer shall maintain coverage for medical, extended health, group life and any other Employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

22.03 An Employee shall be entitled to return to their former position upon completion of educational leave pursuant to this Article.

**22.04 In-Service Conferences and Orientation**

- (a) The Employer (with joint consultation from the Local) shall be responsible for designing ongoing in-service programs focused on the needs of the staff. Between October 1 and May 30 of each year, it shall be the responsibility of the Employer to provide two (2) in-service days to all Employees, one to be held on the same day as the Annual Provincial Conference Day and the other to be held during a family of schools in-service day. Employees shall be expected to attend the in-service programs.
- (b) In-service programs shall be held during working hours. Employees shall be paid at the Employee's straight rate of pay for all hours in attendance at such programs during normal working hours and such time as the Employee is in attendance outside of the Employee's regular hours.
- (c) Employees shall be obliged to report for work on such days either at the school to which they are assigned or at an alternate location for any in-service program which may be provided for their professional development on such days.
- (d) Notwithstanding paragraph 22.04(a), the Employer may provide equivalent in-service programming to employees in Human Resource Services, Financial Services, Board Services and School Facilities on alternate days. Employees shall be expected to attend the in-service programs.

**Article 23 - Layoff and Recall**

- 23.01 When it is necessary to invoke staff reduction, it will be accomplished whenever possible by resignations and retirements.
- 23.02 For the purposes of this Article, “technological change” means the introduction of equipment or material by the Employer into its operations which is likely to affect the job security of Employees. The Employer agrees that it will endeavor to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on Employees and services. Such changes will be discussed at Joint Committee.
- 23.03 The Employer shall notify Employees in writing at least thirty (30) calendar days in advance of the effective date of layoff, failing which the Employer shall pay the affected Employee in lieu of notice to the extent the notice had not been provided.
- 23.04 The number of layoffs selected shall be equivalent to the number of total reductions identified.
- 23.05 (a) Where staff reduction becomes necessary the employer will identify the classification and department where reduction is necessary, the most junior employee within that classification and department will be laid off first. A more senior Employee within that classification and Department may accept a voluntary layoff in place of the most junior Employee in that Classification and Department.
- (b) When existing Departments are being combined, with consultation with the Union, the Employees’ positions in each classification in the Departments will all be combined by classification and the most junior Employee(s) from each combined list will be laid off by classification to bring about any necessary reduction in staff. A more senior Employee within that classification and Department may accept a voluntary layoff in place of the most junior Employee in that classification and Department.
- (c) If a position is to be transferred to another location and the job remains, the incumbent will follow the position without competition. Likewise, when Departments are scheduled for closure and administrative personnel are transferred to new locations with no loss or reduction in secretarial assistance to them then secretarial/clerical Employees will also be transferred. After the transfer has been completed, if reductions are required, the most junior employee within that classification and department will receive the layoff. A more senior Employee within that classification and Department may accept a voluntary layoff in place of the most junior Employee in that classification and Department.
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- (d) When an Employee's position is relocated, they shall be offered the position in the new location without competition. The Employee may decline the offer in which case they will be served with a layoff notice and be entitled to all rights within Article 23.
- 23.06 The Local President will be provided with a copy of all layoff notices and a current seniority list prior to the notices being given to the Employees.
- 23.07 Employees within each classification shall be laid off in reverse order of their seniority and be recalled in the order of their seniority.
- 23:08 The employee in receipt of a layoff notice is entitled to the following options:
- to accept any vacant permanent position for which they are competent and qualified by training and experience
  - to displace the least senior employee on the seniority list within their same classification and equivalent percentage
  - to accept layoff.
- 23:09 Any displaced Employee will be entitled to the following options:
- to accept any vacant permanent positions for which they are competent and qualified by training and experience
  - to displace an employee with less seniority within the same classification and a lesser percentage
  - to accept layoff
- 23.10 An employee will have a maximum of two (2) working days to exercise their rights after receiving a lay-off notice or being displaced.
- 23:11 Notwithstanding any other provision in this Agreement, an Employee who has lost a percentage of their position may remain in that position at a reduced percentage. If the employer reinstates or increases the hours of the position, the incumbent employee may obtain that increased percentage without competition.
- 23.12 Notwithstanding any other provision in this Agreement, in the event that the Employer anticipates closure of a school, it shall meet with the Union as soon as practicable to discuss the fair and equitable treatment of affected Employees.
- 23.13 Employees who are negatively affected by the opening of a new school will be offered positions in the new school by seniority prior to the positions being available for recall or posting.

- 23.14 Within thirty (30) calendar days of the effective date of layoff, employees may advise the Employer, in writing, that they wish to be considered for temporary, casual or grant positions that may become available. The assignment of any such temporary, casual or grant work is solely at the discretion of the Employer and the acceptance of such work shall not in any way alter or affect the Employee's employment status, and the terms and conditions of the Agreement applicable to their status shall continue to apply. During such periods of temporary, casual or grant work, the Employee shall remain on recall. Temporary, casual or grant work shall be paid at the effective rate for that work rather than at the bargaining unit rate.
- 23.15 Laid off Employees will be given first opportunity for recall to vacant permanent positions for which they are competent and qualified by training and experience in the order of their seniority in accordance with this agreement. Thereafter, all vacant permanent positions will be posted within the bargaining unit.
- (a) The Employer will offer the Employee a maximum of three (3) opportunities for recall to permanent positions.
  - (b) If the Employee rejects all three (3) opportunities, the Employee will remain on recall in accordance with Article 23.22. The Employer has no further obligation to notify the Employee of any opportunities to work although the Employee may respond to postings of which the Employee becomes aware.
  - (c) Opportunities to work in training positions, job sharing positions, special projects, acting or temporary positions are not included as any of the three opportunities for recall.
- 23.16 The Employer shall give notice of recall by certified mail, facsimile, telephone or e-mail to the Employee's last recorded address. The Employer must attempt to contact Employees at least once a day for two days before proceeding to the next senior Employee.
- 23.17 An Employee on layoff will have a maximum of two (2) full days to provide notice of acceptance of a recall to any job. The Employee shall then be allowed two (2) weeks from the date of such notice of acceptance to report for work, if employed elsewhere, without loss of seniority rights.
- 23.18 Employees are responsible for keeping the Employer informed of the most efficient and effective way of reaching them, including their current address, telephone number, facsimile number and e-mail address.
- 23.19 If a laid off Employee does not receive a position in accordance with Article 23.15, they may be recalled to acting positions. The acceptance of such acting work shall not in any way alter or affect the Employee's employment status, and the terms and conditions of the Agreement applicable to their status shall continue to apply.
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- 23.20 The assignment by the Employer of an Employee who has been laid off to an acting position pursuant to Article 23.19 shall extend the twenty (20) month layoff period by the length of the acting position.
- 23.21 If an Employee is assigned a vacant position which has a lower wage than that of the Employee's former classification, the wage of the Employee shall be red-circled for a period of twelve (12) months (e.g. If an employee moves from a 12-month SC4 position to a 10-month SC3 position, they will earn their SC4 rate for the period of 10 months that they are employed in the SC3 position, after which time they will begin to earn the SC3 rate).
- If a position in the same classification that the employee originally held occurs within 20 months of the original lay off notice, the employee who accepted the position in the lower classification will be entitled to the vacancy.
- 23.22 If the layoff lasts for more than twenty (20) consecutive months, without recall, the layoff shall become termination of employment and recall rights shall lapse.
- 23.23 No new Employees shall be hired to fill vacant permanent or acting positions until all Employees on layoff have first been given the opportunity to be recalled in accordance with Article 23.15 or 23.19.
- 23.24 If an Employee who has earned seniority rights is re-employed during their recall period pursuant to Article 23.17, all their rights and benefits as an Employee accumulated up to the date of their layoff will be reinstated.



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**Article 24 Sick Leave**

- 24.01 Employees shall be granted sick leave in accordance with the provisions of this Collective Agreement.
- 24.02 Sick leave is available to provide protection for an Employee from loss of earnings due to illness or injury for which compensation is not payable under the Workers' Compensation Act.
- 24.03 An Employee is entitled to receive sick leave with pay provided they satisfy the Employer that they have an illness or injury and;
- (a) is unable to perform the normal duties of their position;
  - (b) is not able to perform alternate duties; and
  - (c) has the necessary sick leave credits.
- 24.04 Employees will accumulate sick leave at the rate of twenty (20) days per year to a maximum of one hundred and ninety-five (195) days. The Employer will continue to recognize the accumulated sick leave credits the Employee has upon the signing of this Collective Agreement and will permit Employees to continue to accumulate days to a maximum of one hundred and ninety-five (195) days. No sick leave days will be lost to the Employee due to changes in existing plans.
- 24.05 Yearly notification of sick leave credits and the accumulated sick leave credits shall be forwarded to each Employee in September of every year.
- 24.06 In all cases of injury or illness, an Employee shall notify their supervisor as soon as reasonably possible.
- 24.07 Pay for sick leave shall be an amount equal to the amount received for their normal working day.
- 24.08 Sick leave accumulation shall be reduced by the amount of sick leave taken after the allotment for the current year is first used. Likewise, unused sick days will be added to the current accumulation on July 1<sup>st</sup> of each year.
- 24.09 Before reporting for duty after an absence of three (3) or more days due to illness or injury, an Employee must notify their immediate supervisor when they will return to work.

- 24.10 If there is reason to believe an Employee is abusing sick leave, the Employer may request, at its discretion, an examination by a doctor of its choice to confirm the inability of the Employee to attend at work or to perform the duties of their job.
- 24.11 Sick leave benefits may be used for pregnancy-related illness(es).
- 24.12 It is agreed that the accumulated sick leave credits in existence for each of the Employees in the bargaining unit upon the date this Collective Agreement comes into effect, shall continue and shall be recognized as the accumulated sick leave.
- 24.13 A leave of absence due to illness shall be considered continuous service with the Board.
- 24.14 Where, pursuant to the Collective Agreement, an Employee is required to submit reports, or where an examination is required, the Employer shall be responsible for paying the full costs of any such examinations or reports.
- 24.15 For the purposes of Article 24.12, employees of the former Dartmouth School Board will be deemed to have accumulated sick days at the rate of twenty (20) days per year of employment with the Board, commencing September 1988. That number of days, minus sick days actually taken by the employee, shall be recognized as the employee's accumulated sick leave as at the date of the signing of this Agreement. The number of days accumulated shall not exceed one hundred and ninety-five (195) days. The employee shall use their sick days in the following order:
- (a) the current twenty (20) days;
  - (b) the accumulated days up to one hundred ninety-five (195);
  - (c) the grandfathered accumulation.

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**Article 25    Benefit Plans**

- 25.01        Employees who meet the requirements of the plans as a condition of continued employment, shall participate in the Employer's pension plan, group insurance, medical and dental plans unless covered by a spousal plan for medical benefits.
- 25.02        The Employer agrees to cost-share fifty percent (50%) of the Plan. The Employer shall continue to pay fifty percent (50%) of the cost of the Extended Health Care Plan for those Employees on the LTD Plan for the period the Employee is on LTD.
- 25.03        The Employer's benefit and pension plans shall provide benefits which are essentially the same as, and in any event, no less favourable than, the benefits provided to Employees pursuant to their existing plans.
- 25.04        The Employer will not implement new plans or change existing plans without mutual agreement of the Union.
- 25.05        The Employer will provide information booklets to all new Employees and update all present Employees, when necessary, regarding the Insurance and Health Care Plan and Pension Plan.
- 25.06        As of October 30, 2000, Employees shall not accumulate any additional service to count toward their pre-retirement leave/cash gratuity. This Article applies to current permanent Employees who were employed prior to November 1, 1997:

Former Halifax District School Board:

- (a) who have ten (10) years of continuous service with the Board shall, upon retirement from the Board be entitled to a pre-retirement leave with pay, computed on the basis of three (3) calendar days for each completed year of service from the date of employment with the Board, up to a maximum of three (3) calendar months.
- (b) All Employees entitled to the above stated pre-retirement leave may elect to work all or a portion of the pre-retirement leave period and receive a lump sum payment for the pre-retirement leave worked. Where the lump sum payment is chosen, this amount shall not be computed as part of the Employee's pension and would be paid at the time of actual retirement.

Former Halifax County-Bedford District School Board:

who, upon resignation in good standing from the Board's employ shall be paid a cash gratuity of one (1) month for every forty (40) days of unused sick leave accumulated by the Employee as of October 30, 2000. The years of service

required, together with the maximum number of unused accumulated sick leave which may be used in the calculation of the cash gratuity are:

<b>Years of Service</b>	<b>Sick Leave Required</b>	<b>Cash Gratuity (in months)</b>
2 and under 5 years	40 days	1 month
5 and under 10 years	80 days	2 months
10 and under 15 years	120 days	3 months
15 and under 20 years	150 days	4 months
20 and under 25 years	waived	5 months
25 years and over	waived	6 months

Former Dartmouth District School Board:

who, as of October 30, 2000, had ten (10) years of continuous service with the Board shall upon retirement from the Board be given the greater amount of their retirement benefit calculated on the basis of one half (1/2) of the value of unused sick leave as of December 31, 1989 (Employees who were grandfathered as of the Collective Agreement as of January 23, 1991) or a retirement benefit based on the following scale:

<b>Length of Service</b>	<b>Benefit</b>
10 to 12 years	1% of present annual salary for each year of service over 10; eg. 12 years = 3%
13 to 15 years	2% of present annual salary for each year of service over 13; eg. 15 years = 6% + 3% = 9%
16 to 18 years	3% of present annual salary for each year of service over 16; 18 years = 9% + 6% + 3% = 18%
19 to 21 years	4% of present annual salary for each year of service over 19; eg. 21 years = 12% + 9% + 6% + 3% = 30%
22 to 25 years	5% of present annual salary for each year of service over 22; eg. 25 years = 20% + 12% + 9% + 6% + 3% = 50%

25.07 Article 25.06 does not apply to Employees hired after November 1, 1997.

25.08 All Employees will participate in an Employee Assistance Program (EAP) offered by the Employer with no cost to the Employee.

**Article 26 Workers Compensation Coverage**

- 26.01 The Employer shall pay Workers Compensation premiums as required pursuant to the Worker's Compensation Act, so that Employees are insured for injury on duty.
- 26.02 The Employer shall continue to pay Employees, through the Employer's payroll system, all wages to which the Employee is entitled by the Worker's Compensation Board. The Employer shall make recovery only from the Worker's Compensation Board.
- 26.03 The Employer shall maintain the Employer's contributions to benefit and pension plans in which the Employee is a participant for the period of the Employee's absence from work as a result of the injury on duty.
- 26.04 If an Employee is injured on duty and applies for Workers Compensation and is denied, the Employer will permit the Employee to use their sick leave including where the absence was for two (2) days or less.

**Article 27 Occupational Health and Safety**

- 27.01 The Employer agrees to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c7.
- 27.02 The Employer and the Employees, in collaboration, agree to be bound by the Occupational Health and Safety Policies of the Halifax Regional School Board.

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**Article 28    Vacation**

- 28.01        "Service" for the purpose of this Article, shall accumulate from the Employee's most recent date of hire with the Employer.
- 28.02        The vacation year shall be September 1<sup>st</sup> to August 31<sup>st</sup>. The Employees shall be notified in writing of their vacation entitlement each year in September. The Employee's anniversary date will be the date used to calculate the Employee's vacation entitlement.
- 28.03        All vacation entitlements for existing Employees as of the date of the signing of this Collective Agreement will be grand-fathered at current levels, where those levels exceed the amounts otherwise described in this Article.
- 28.04        Vacation entitlement is as follows:
- (a)        Employees employed for less than four (4) years shall be entitled to vacation days as needed to cover the Christmas, February and March Breaks;
  - (b)        Employees employed for more than four (4) years but less than ten (10) years shall be entitled to fifteen (15) days vacation per year;
  - (c)        Employees employed for more than ten (10) years shall be entitled to twenty (20) vacation days per year;
  - (d)        Only Employees who work twelve (12) months of the year, and who are employed for more than fifteen (15) years, will be entitled to twenty-five (25) vacation days per year;
  - (e)        Employees who work less than twelve (12) months per year are required to take vacation days as needed to cover the Christmas, February and March Breaks, and this time shall be deducted from the Employee's vacation entitlement.
- 28.05        No pay out will be provided for unused vacation days. All Employees will be expected to use their vacation days or their vacation days will be lost.
- 28.06        Employees shall be paid vacation entitlement equivalent to the number of hours they are normally scheduled to work.
- 28.07        Vacation shall be taken during the year allotted unless the Employee is prevented by injury, serious illness or other circumstances beyond the Employee's control from taking vacation in that year. If vacation cannot be taken

in the subsequent year, the outstanding vacation days will be added to next year's allotment.

- 28.08 If an Employee is injured or becomes ill before the start of an Employee's vacation, the Employee may, at their option, postpone their vacation:
- (a) If an Employee becomes seriously ill or requires medical attention during a vacation period and the illness is for a period in excess of three (3) or more consecutive working days, the Employee shall be granted sick leave and their vacation credit restored to the extent of the sick leave; and
  - (b) In order to be entitled to the benefits of the provisions of Article 28.08 (a), the Employee must provide a medical certificate, satisfactory to the Employer from a legally qualified medical practitioner, to substantiate the seriousness of the illness claimed and have sufficient accumulated sick leave pursuant to Article 24 to cover the period of absence from work.
- 28.09 Employees who work in departments other than schools will indicate their preferred vacation on a list to be circulated by March 1 of each year, and by seniority choose their vacation. Vacation will be approved by March 30<sup>th</sup>. The Employer will not unreasonably deny an Employee their preferred vacation.
- Vacations may be taken throughout the year subject to the operational requirements of the Employer. The Employer reserves the right, in its sole discretion, to limit the number of Employees on vacation at any time. Subject to the foregoing, vacations shall be granted at each work location in accordance with seniority.
- 28.10 Employees shall be paid for vacation time at their regular rate of pay in effect at the time the vacation is taken. Adjustments to their pay will be made on the appropriate date and paid to the Employees as if they were at work.
- 28.11 If department offices (other than schools) are scheduled for "shut down" during the summer break, Employees will be notified by no later than April 1 of the current school year.
- Employees will not lose wages or benefits if the Employee has already taken their current year's vacation allotment. In this case, the Employer will provide alternate employment at the same or at a different location during the shut down.



**Article 29    Holidays**

- 29.01        Employees shall be entitled to days off with pay on the following holidays:
- (a)        New Year's Day
  - (b)        Good Friday
  - (c)        Easter Monday
  - (d)        Victoria Day
  - (e)        Canada Day (twelve (12) month Employees and any ten (10) month Employee who works the last week of June and the first week of July)
  - (f)        First Monday in August (twelve (12) month Employees only)
  - (g)        Labour Day
  - (h)        Thanksgiving
  - (i)        Remembrance Day
  - (j)        Christmas Day
  - (k)        Boxing Day
- 29.02        Holidays declared by the Minister of Education of the Province of Nova Scotia, or declared by the Federal, Provincial, and Municipal governments will also be considered as paid holidays for the purpose of this Collective Agreement.
- 29.03        The above holidays will be observed by Employees on the calendar day on which they fall, unless, by government proclamation, they are observed on another day. Holidays, which fall on a Saturday or Sunday will be observed on the immediately preceding or following regular school day on which the school is closed in observation of the holiday.
- 29.04        If a paid holiday falls during the Employee's scheduled vacation period, the Employee shall be credited with an additional vacation day.
- 29.05        Employee's required to work on any of the foregoing holidays shall, in addition to holiday pay equivalent to one day's pay at their normal straight time pay rate, receive pay at the rate of one and one-half (1 1/2) times for work performed.
- If the Employee is required to work on a Holiday listed in Article 29.01 they shall be paid a minimum of three (3) hours at the applicable overtime rate.

**Article 30 Leaves of Absence**

30.01 For the purposes of this Article, "immediate family" is defined as spouse (including common law where the couple have lived together for at least one (1) year), parents, mother-in-law and father-in-law, brothers, sisters, children, grandparents, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law.

**Personal Leave/Family Care/Emergencies/Medical & Dental Appointments**

30.02 The Employer may, in its discretion, provide a personal leave for the following:

- (a) medical, dental or other appointments of the Employee or a member of the Employee's immediate family;
- (b) to enable an Employee to care for a member of the Employee's immediate family who may be seriously ill;
- (c) to enable an Employee to attend their graduation, their children's and their spouses graduation;
- (d) in the event of a household emergency including, but not limited to, fire, flood or other similar circumstance;
- (e) to attend at the funeral of a deceased who is not a member of the immediate family of the Employee;
- (f) such other reason as the Board, in its discretion, may determine to be appropriate.

30.03 The Employee shall be entitled to not more than five (5) days personal leave with pay each year. When working conditions permit, Employees may receive up to an additional thirty (30) days personal leave without pay per year.

**Bereavement Leave**

30.04 When a death or deaths occur in the Employee's or spouse's immediate family, the Employee shall be entitled for each death to bereavement leave for five (5) working days with pay for immediate family defined as: spouse (including common law where the couple have lived together for at least one (1) year), parents, brothers, sisters, children, grandparents, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law.

**Leave for Jury Duty**

- 30.06 An Employee who serves as a juror or is called for jury duty shall be paid their regular pay, subject to the following conditions:
- (a) The Employee shall produce proof satisfactory to the School Board of attendance for and participation in jury duty;
  - (b) The Employee will be granted a leave to attend jury duty, but upon dismissal will return to their place of employment, if one half of their regular day is still available to work; and
  - (c) The Employee shall pay to the School Board all monies received for performance of his/her duties.

**Extended Leaves**

- 30.07 The Board, in its sole discretion, may provide an extended unpaid leave to an Employee for up to and including twelve (12) months. The Board, in its sole discretion, may provide a second consecutive extended unpaid leave to an employee for up to and including twelve (12) months.
- 30.08 Upon return from an extended unpaid leave in accordance with this Article the Employee shall be guaranteed a position with the Employer. Placement shall be based on the following options:
- (a) Where the leave extends for twelve (12) months or less:
    - i. placement to the original position;
    - ii a comparable vacant position;
    - iii placement to a mutually agreed upon position; or
  - (b) Where the leave extends for more than twelve (12) but less than twenty-four (24) months:
    - i. a comparable vacant position
    - ii. placement on layoff in accordance with Article 23.
- 30.09 An Employee granted a leave of absence of more than six (6) months shall give the Employer one (1) month's written notice of date of return.
- 30.10 Entitlement to pension, group insurance, and medical care benefits pursuant to Article 25 shall only continue after the first thirty (30) days of the absence without pay if the Employee pays to the Employer the full cost of such benefits, including the Employer's share for the period of absence following the first thirty (30) days of absence. Continuation of medical care and group insurance benefits during

any such absence shall be subject to the terms and conditions of the applicable plan. Arrangements for payments shall be mutually agreeable to both parties.

### **Pregnancy Leave**

- 30.11 The Employer shall not terminate the employment of an Employee because of her pregnancy.
- 30.12
- (a) A pregnancy leave of seventeen (17) weeks will be granted.
  - (b) An Employee shall no later than the fifth (5<sup>th</sup>) month of pregnancy forward to the Employer a written request for pregnancy leave.
  - (c) The Employer may request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
  - (d) Pregnancy leave shall begin on such date as the Employee determines, but no sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
  - (e) Pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
  - (f) The Employee will provide the Employer as much notice as reasonably practicable of the commencement of her leave or her return to work.
  - (g) The Employer may require an Employee to commence a leave of absence without pay where the Employee's position cannot be reasonably performed by a pregnant woman or the performance of the Employee's work is materially affected by the pregnancy. Such action shall not be taken until the Employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing her ability to work.
  - (h) An Employee suffering from an illness arising out of or associated with the Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 30 may be granted sick leave in accordance with the provisions of Article 24.

### **Parental Leave**

- 30.13 (a) An Employee who becomes a parent of one or more children through the birth of the child or children is entitled to a leave of absence of up to a maximum fifty-two (52) weeks upon giving the Employer four (4) weeks' notice of the date that the Employee will begin the leave and the date that the Employee will return to work. The Employee may alter the date of return to work upon two (2) weeks' notice to the Employer.

- (b) Where notice as required under Article 30.14 (a) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of leave or return to work.
- (c) The parental leave of an Employee, who has taken a pregnancy leave and whose newborn child or children arrive in the Employee's home during pregnancy leave:
  - (i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work;
  - (ii) shall end not later than fifty-two (52) weeks after the pregnancy leave began subject to the Employee giving four (4) weeks' notice of the date upon which the leave will end.

### **Parental Leave for Spouse**

- 30.14 The parental leave for an Employee who becomes a parent of one or more children through the birth of the child or children.
- (a) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and
  - (b) shall end not later than fifty-two (52) weeks after the parental leave began or after the child or children first arrive in the Employee's home.

### **Parental Leave for Adoptive Parents**

- 30.15 An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to fifty-two (52) weeks. This leave,
- (a) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
  - (b) shall end not later than fifty-two (52) weeks after the leave began.

### **Resumption of Work**

- 30.16
- (a) If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
  - (b) When an Employee reports for work upon the expiration of the period referred to in Articles 30.13 and 30.14 the Employees shall resume work in the same positions they held prior to the commencement of the

pregnancy and/or parental leave, with no loss of benefits accrued to commencement of the leave.

- (c) While an Employee is on pregnancy or parental leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave and their service and seniority shall be deemed to be continuous.
- (d) While an Employee is on pregnancy or parental leave, the Employer shall maintain coverage for medical, extended health, group life, and any other Employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

### **Supplementary Employment Benefits**

- 30.17
- (a) If an Employee on pregnancy or adoption leave is in receipt of benefits under the terms of the Employment Insurance Act, the Employer shall pay to the Employee a Supplemental Employment Benefit for a maximum of seventeen (17) weeks.
  - (b) The Board agrees to top Employment Insurance payments according to the following schedule. The first two (2) weeks shall be paid at the rate of seventy-five percent (75%) from the Board. The remaining fifteen (15) weeks shall be shared by Employment Insurance and the Board up to ninety-three percent (93%).

### **Paternity Leave**

- 30.18
- Where an Employee's spouse gives birth to a child, or a child is placed in the Employee's home for adoption, the Employee shall be granted special leave with pay up to a maximum of three (3) days. This leave may be divided into three (3) separate days.

**Article 31    Validity**

- 31.01        If any article in this Collective Agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Collective Agreement shall remain in full force and effect for the remainder of this term.
- 31.02        The Employer shall notify the Union of any conflicts which come to the attention of the Employer between this Collective Agreement and such laws, regulations, or rulings.
- 31.03        Any portion of this Collective Agreement that is so altered or invalidated shall, on the request of either party, be negotiated by the Employer and the Union and shall be replaced or altered as may be mutually agreed between the parties.

**Article 32 Entire Agreement**

32.01 This Collective Agreement, including any changes mutually agreed upon in writing or any document expressly incorporated into this Collective Agreement by virtue of being specifically identified below, represents the entire Collective Agreement between the parties:

- (a) Schedules;
- (b) Appendices;
- (c) Letters of Understanding;
- (d) Memorandums of Agreement;
- (e) Letters of Intent.



**Article 33 Leave of Absence for Full Time Union President**

33.01

The parties agree that the following shall apply;

- (a) An Employee who declares their intention to offer for the position of President of the Union shall notify the Employer as soon as possible after declaring their intention to seek the office of President.
- (b) An Employee elected or appointed as President of the Union shall be given a leave of absence without pay for the term they are to serve up to a maximum of two (2) years.
- (c) Notwithstanding Article 33.01 (b), a leave of absence for a second (2<sup>nd</sup>) and subsequent consecutive term shall be granted where operational requirements permit.
- (d) For the purpose of Article 33.01 (b) and Article 33.01 (c), the leave of absence shall commence on July 1 and end on June 30.
- (e) All benefits of the Employee shall continue in effect while the Employee is serving as President, and, for such purposes, the Employee shall be deemed to be in the employ of the Employer.
- (f) Notwithstanding Article 33.01 (b) and Article 33.01 (e), the gross salary of the President shall be determined by the Union and paid to the President by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.
- (g) Upon expiration of their term of office, the Employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the Employee and the Employer, at a salary level commensurate with the position previously held.
- (h) Notwithstanding Article 33.01 (b) or any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service and employment with the Employer for all purposes.
- (i) Notwithstanding the provisions of the Collective Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the Employee returns from leave of absence. The Employee will not earn vacation while on a leave of absence.
- (j) The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, group insurance premiums, and any other benefits made on behalf of the Employee during the period of leave.

**Article 34    Volunteers**

- 34.01        The Employer and the Union agree that volunteers can assist with the work of Employees.
- 34.02        The Employee will be consulted prior to a volunteer being allowed to assist in functions normally performed by the Employee.
- 34.03        The Employee will be given an opportunity to provide input on the functions expected to be performed by the volunteer. The volunteer will be given reasonable instructions necessary to perform the functions.
- 34.04        An Employee will not unreasonably refuse the assistance of a volunteer.
- 34.05        An Employee will not be held responsible for the actions of volunteers or violations by volunteers of Board policy or the law.
- 34.06        Guidelines for use of volunteers will be developed and reviewed annually through the Joint Committee, and these guidelines will not conflict with the collective agreement.
- 34.07        The use of volunteers will not result in the layoff or loss of hours to members of the bargaining unit.

**Article 35    Job Sharing**

- 35.01        The terms and conditions governing job sharing arrangements will be as mutually agreed to by the Union and the Employer.
- 35.02        Job sharing shall occur when requested by an incumbent Employee and approved by the Board. For the purposes of this Article “Incumbent” refers to the person who owns the position and “Partner” refers to the person who is sharing the Incumbent’s position.
- 35.03        Those employed in a job sharing situation will be members of the bargaining unit and covered by the Collective Agreement.
- 35.04        The terms and conditions of job sharing arrangements agreed to by the parties will form part of the Collective Agreement.
- 35.05        Employees participating in job-sharing arrangements will be entitled to all rights and benefits provided for in the Collective Agreement, unless otherwise restricted by this Article.
- 35.06        Both Employees must share the same job classification/title to carry out the full-time/part-time duties and responsibilities of the position to be job shared.
- 35.07        An Incumbent Employee wishing to job share their position:
- (a)        has the responsibility of finding a job share partner willing to enter into the job-sharing arrangement or request the Employer to advertise for a job share partner;
  - (b)        must receive approval in writing from their immediate supervisor; and
  - (c)        will submit the appropriate application form to Human Resource Services by April 30<sup>th</sup>.
- 35.08        A position will be job shared for a minimum of one (1) year and a maximum period of two (2) years. Any extension beyond the two (2) year maximum period must be mutually acceptable to the Employees, the Employer, and the Union. At the end of the job sharing period, the Incumbent and the Partner will resume the full-time/part-time position they held prior to entering into the job-sharing arrangement or be laid off if the Employee was not a bargaining unit Employee before the job share began.

35.09 An Employee's anniversary and/or service date for the purpose of earning a merit increment, increment in vacation entitlement, etc., will remain unchanged as if the Employee was working on a regular full-time/part-time basis.

35.10 For the purposes of the Collective Agreement, an Employee's regular work day or regular work week will be the Employee's scheduled hours of work under the job-sharing arrangement. A day on which an Employee is not scheduled to work will be considered as the Employee's rest day. Time worked by an Employee outside their scheduled hours of work will be compensated in accordance with Article 12 with the Employee's bi-weekly rate being determined on the basis as if they were working the normal full-time hours.

35.11 The following benefits will be prorated in accordance with this Article:

Holidays

(a) Each Employee will be entitled to the paid holidays provided for in accordance with Article 29 of this Collective Agreement.

General Illness

(b) Each Employee shall be entitled the sick leave benefits provided for in accordance with Article 24 of this Collective Agreement.

Long Term Disability

(c) During the job sharing period, Employer and Employee contributions to the LTD fund will continue to be based upon the Employee's normal full-time salary. For the purposes of determining an Employee's benefits during the job-sharing period, the amount of coverage will be based upon the normal salary the Employee is entitled to receive during the job-sharing period. Upon the expiry date of the job-sharing period, as specified in the Employee's approved application, the amount of coverage will be based upon the normal full-time salary the Employee would be entitled to receive in the position they held prior to entering the job-sharing arrangement.

35.12 In the event one of the participants vacates the job-sharing position (eg. through termination of employment, appointment to another position or being placed on a leave under the LTD plan) the Employer will advertise for a replacement to fill the job-sharing arrangement. If no Employee is hired to fill the outstanding portion of the job sharing arrangement then the remaining participant will revert to full-time status in the position occupied prior to the job-sharing arrangement, except where mutually acceptable alternative arrangements are approved by both the Employer and the Union.

- 35.13 If either Incumbent, the Partner or the Employer wishes to terminate the job-sharing arrangement prior to its expiry, a minimum of sixty (60) calendar days written notice shall be required.
- 35.14 If the two Employees wish to extend their job-sharing arrangement beyond the initial period covered by their application or the maximum two (2) year period provided for in this Collective Agreement, they shall give a minimum of sixty (60) calendar days written notice of such intent prior to the expiry of the original job-sharing arrangement.
- 35.15 An Employee filling any position temporarily vacated as a result of job sharing will be covered by the Collective Agreement as an acting Employee.
- 35.16 The parties agree that, except for the cost of benefit provided for under this Article and/or the Collective Agreement, there will be no added cost to the Employer directly resulting from any job-sharing arrangement.
- 35.17 Employees who are hired into a job-sharing arrangement from outside the bargaining unit will not be considered to have bargaining unit status to compete for other positions within the bargaining unit and will not have layoff and recall rights. A job-sharing arrangement shall not result in an outside Partner earning seniority.
- 35.18 Employees who are on lay-off and who are eligible for a job-sharing partnership arrangement will be considered to have the following rights:
- be able to compete for any vacancy;
  - continue to be on recall and able to exercise their rights; and
  - be eligible for multiple job-share arrangements if compatible.
- However, laid-off Employees will not have their recall period extended during the period of time that they are “sharing a job”.
- 35.19 Permanent Employees who agree to a job-sharing arrangement (as a partner) will have their original position held for them for a maximum of two (2) years or extended by mutual agreement between the Employee, the Union and the Employer.
- 35.20 Permanent Employees who agree to a job-sharing arrangement and who are laid-off during any period of the job-sharing arrangement will be treated in accordance with Article 23.

**Article 36 Training**

- 36.01 Nothing in this Article overrides the layoff and recall provisions as outlined in Article 23, Layoff and Recall.
- 36.02 Nothing in this Article is subject to the grievance procedure as outlined in Article 19, Grievance Resolution.
- 36.03 This training program will be reviewed by the Joint Committee on a yearly basis.

**Purpose**

- 36.04 The purpose of this Article is to provide permanent Employees with extra training and opportunities to work in positions other than their regular assignment. Such opportunities will provide the Employee with on the job training which may assist them in obtaining alternate positions through Article 21, Job Posting and provide an opportunity for the Employer to cross-train Employees.

**Duration**

- 36.05 Training opportunities will be made to permanent Employees by allowing them to take advantage of temporary vacancies caused by absences within the bargaining unit, the duration of which would be a minimum of ten (10) working days and a maximum of six (6) months. If a temporary vacancy exceeds six (6) months in duration, the temporary vacancy will be posted as an acting position in accordance with Article 21.02 of this Collective Agreement.

**Eligibility**

- 36.06 Any permanent Employee is eligible to participate in the training program. Term Employees and Employees already hired into acting positions are not eligible to participate.

**Application**

- 36.07 Application must be made in writing by no later than June 30<sup>th</sup> of the school year prior to the year in which an Employee wishes to be considered for training opportunities. Employees must re-apply on a yearly basis.

**Details**

- 36.08 Employees are responsible for keeping the Employer informed of their current address, telephone number, facsimile number and e-mail address.

- 36.09 Training opportunities will be broken down into the following categories:
- (a) Elementary School Secretary;
  - (b) Junior High School Secretary;
  - (c) High School Secretary;
  - (d) Administrative Secretaries and Receptionists; and
  - (e) Payroll and Finance Clerks.
- 36.10 Opportunities will be offered on a rotational basis based on the seniority of the Employees enrolled in the training program.
- 36.11 Offers of temporary training assignments will be made to the Employee in writing and the Employee shall have one (1) day to either accept or decline the position. Such acceptance or denial must be received in writing.
- 36.12 It is noted that working in a training opportunity does not guarantee placement at that position if it is posted in accordance with Article 21, Job Posting.
- 36.13 Acceptance or denial of a training opportunity will not result in any additional cost to the Employer.
- 36.14 Employees will receive their regular rate of pay during the training period.
- 36.15 Employees who are working less than 100% and accept a 100% position under this program will be paid at their regular rate for their original hours and the non-contractual substitute rate of pay for any additional hours.
- 36.16 Employees with vacation requirements as outlined in Article 28.03 and 28.04 will continue to have to take this vacation time during their training period.

**Withdrawal**

- 36.17 An Employee may withdraw from the training program in unusual or extenuating circumstances, such as, but not limited to financial hardship, serious illness or disability, family death or serious illness or termination of employment. Such withdrawal must be made in writing.

**Article 37    Employment Equity**

- 37.01        The Employer and Union recognize the diverse communities served by the Halifax Regional School Board. The work force, in its composition, should reflect the diversity of these communities. Such diversity should be encouraged at all stages of employment. To that end the parties agree as follows:
- 37.02        Both parties agree to develop and implement a comprehensive employment equity program designed to eliminate systemic discrimination and reduce the under-representation of employment equity candidates. The program shall conform to the requirements of the Nova Scotia Human Rights Act.
- 37.03        The Employer and Union jointly undertake, through consultation and negotiation, to seek to identify and remove any barriers that exist in employment areas for self-identified employment equity bargaining unit members.
- 37.04        Any training strategies and professional development for the Employees dealing with issues associated with diversity, equity and human rights will be jointly developed and implemented by the Employer and Union. Joint leadership of harassment sensitivity training is strongly encouraged.



**Article 38    Deferred Leave Plan****Purpose**

- 38.01        The Prepaid Leave Plan is established to afford Employees the opportunity of taking a one (1) year or one-half (1/2) year leave of absence and to finance the leave through the deferral of salary. For greater clarity, one-half (1/2) year for a ten (10) month Employee will be five (5) months.

**Terms of Reference**

- 38.02        (a)        It is the intent of both the Union and the Employer that the quality and delivery of service to the public be maintained.
- (b)        A suitable replacement for the Employee on leave will be obtained where required, and the incumbent(s) filling any position(s) temporarily vacated as a result of such leave will be covered by the Collective Agreement.
- (c)        Applications under this Plan will not be unreasonably denied and any permitted discretion allowed under this Plan will not be unreasonably refused.
- (d)        This plan is designed as a “prescribed” plan under the Income Tax Act and Regulations.

**Eligibility**

- 38.03        Any permanent employee is eligible to participate in the Plan.

**Application**

- 38.04        (a)        An employee must make an on-line application with Human Resource Services by April 30th in advance, requesting permission to participate in the Plan. The Employer may accept a shorter period of notice. Entry date into the Plan for deductions will commence at the beginning of the first bi-weekly pay period in September.
- (b)        Written acceptance or denial of the request, with explanation, will be forwarded to the Employee by June 15th.

**Leave**

- 38.05        (a)        The period of leave will be one (1) year, or one-half (1/2) of one year.
- (b)        Twelve month employees must commence the leave of absence at a time agreeable to the Employer.

- (c) Ten month employees must commence a full year leave of absence at the beginning of a school year, and may commence a one-half year leave of absence at the beginning or mid-point of a school year.
- (d) On return from leave the Employee will be assigned to their same position or, if such position no longer exists, the Employee will be governed by the appropriate provisions of this Agreement.
- (e) After the leave, the Employee is required to return to regular employment with the Employer for a period that is not less than the period of the leave.

#### Payment Formula and Leave of Absence

38.06 The payment of salary and benefits and the timing of the period of leave shall be as follows:

- (a) During the deferral period of the Plan, preceding the period of leave, the employee will be paid a reduced percentage of their salary. The remaining percentage of salary will be held in trust for the employee, at a financial institution as identified by the Employer, to finance the period of leave.
- (b) The deferred amounts will be treated as income in the year in which they are received. Income tax and CPP deductions will be based on the net pay during the deferral period. EI contributions will be based on the gross pay in the year it is earned. During the leave of absence, Income tax and CPP deductions will be based on the amount that is paid to the Employee. EI contributions will not be made during the period of the leave.
- (c) Interest will accrue to the Employee at the rates and times quoted by the financial institution at which the deferred funds are held. Interest earned will be paid to the Employee each year.
- (d) A yearly statement of the amount standing in the employee's credit will be sent to the Employee by the Employer.
- (e) The maximum length of the deferral period will be six (6) years and the maximum deferred amount will be 33 1/3 % of salary.
- (f) The employee may arrange for any length of deferral period in accordance with the provisions set out above.
- (g) Once entered into, the contract provisions concerning the percentage of salary deferred and the period of deferral may be amended by mutual agreement between the Employee and Employer.

Benefits

- 38.07
- (a) While the Employee is enrolled in the plan prior to the period of leave, any benefits related to salary level shall be structured according to the salary the Employee would have received had they not been enrolled in the Plan.
  - (b) The Employer will maintain an employee's benefits during their leave of absence; however, the Employee shall pay the premium costs of all such benefits during the leave.
  - (c) While on leave, any benefits related to salary level shall be structured according to the salary the Employee would have received in the year prior to taking the leave had they not been enrolled in the Plan.
  - (d) The Employee shall pay both Employer and Employee pension contributions during the periods of leave.
  - (e) The period of leave shall be a period of pensionable service and seniority.
  - (f) Pension deductions shall be made on the salary the Employee would have received had they not entered the Plan or gone on leave.
  - (g) Sick leave and vacation credits will not be earned during the period of leave nor will sick leave be available during such period.
  - (h) Seniority will continue to accumulate during a deferred leave.

Withdrawal

- 38.08
- (a) An Employee may withdraw from the Plan in unusual or extenuating circumstances, such as, but not limited to, financial hardship, serious illness or disability, family death or serious illness, or termination of employment. Withdrawal must be in writing, detailing the reason(s) therefore, as soon as possible prior to the termination of the leave.
  - (b) In the event of withdrawal the Employee shall be paid a lump sum adjustment equal to any monies deferred plus accrued interest. Repayment shall be made as soon as possible within sixty (60) calendar days of withdrawal from the Plan.
  - (c) An employee who is laid off during the deferral period will be required to withdraw from the Plan (excluding the normal lay off period for regular 10 and 11 month employees).
  - (d) Should an employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the employee's estate as soon as possible within two (2) bi-weekly pay periods upon notice to the Employer.

**Article 39 Political Participation Leave**

- 39.01 An Employee who applies for and is granted a Political Participation Leave of Absence shall be deemed to be on an unpaid leave from the Halifax Regional School Board for the period of one term of office.
- 39.02 An Employee who is granted a Political Participation Leave shall not accrue seniority, vacation, or sick leave credits during their period of leave.
- 39.03 If the Employee withdraws as a candidate from the election, they shall be able to return to their position with the Board upon giving the Employer a minimum of two (2) weeks' notice of their intention to return.
- 39.04 If the Employee is not successful in the election, they will be eligible to return to their position at a mutually agreeable date or the Employee may request additional unpaid leave to a maximum of thirty (30) days following the date of the election.
- 39.05 Once it is determined the Employee is the successful candidate and has been sworn into their elected office, their position will be posted in accordance with Article 21.02 of this Collective Agreement.
- 39.06 During the period of leave, an Employee may continue their medical care and group insurance benefits (including LTD as per the Plan) and pension benefits provided the Employee pays the full cost of such benefits.
- 39.07 All benefits accrued to the beginning of the Political Participation Leave will be reinstated upon the Employee's return in accordance with this Article.
- 39.08 An Employee shall notify the Employer in writing at least ninety (90) days prior to the next election of their intentions to seek re-election or of their intent to return to their former position.
- 39.09 If an Employee is successful for a second term, such Employee will cease to be an Employee of the Board and will lose all rights associated with this Collective Agreement.

**Article 40 Duration**

40.01 The term of this Agreement shall be from April 1, 2003 to September 30, 2005, and thereafter from year to year unless or until either party gives notice in writing to bargain during the three (3) month period preceding the date of its termination.

40.02 This Collective Agreement, during its term, may be amended from time to time by mutual agreement, in writing, of the parties.

40.03 Any notice or correspondence to be given by either party concerning this Agreement shall be considered sufficiently given if mailed (prepaid and certified), and delivered, delivered by courier, or sent by facsimile transmission addressed,

in the case of the Employer to:

in the case of the Union to:

Superintendent of Schools  
Halifax Regional School Board  
90 Alderney Drive  
Dartmouth, NS B2Y 4S8

President  
Nova Scotia Government and General  
Employees Union  
100 Eileen Stubbs Avenue  
Dartmouth, NS B3B 1Y6

with a copy to the Employee Relations Officer assigned to the Local.

In witness whereof the parties hereto have executed this agreement this 8<sup>th</sup> Day of February, 2004, at Dartmouth in the Halifax Regional Municipality, Nova Scotia.

Signed on behalf of the **Nova Scotia Government and General Employees Union:**

Signed on behalf of the **Halifax Regional School Board:**

*Joan Jessome*  
\_\_\_\_\_  
NSGEU President

*Leah Mc Intosh*  
\_\_\_\_\_  
Board Chair

*Donna Blair*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

*Donna Young*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

*Sharon Page*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

*M. Jay Maurice*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

**LETTER OF INTENT**

**BETWEEN**

**HALIFAX REGIONAL SCHOOL BOARD**  
hereinafter referred to as the "Employer"

**and the**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**  
hereinafter referred to as the "Union"

This Letter of Intent shall be and form part of the Collective Agreement.

The Halifax Regional School Board commits that all vacancies within the bargaining unit, including promotions and new positions, will first be offered to applicants who are permanent Employees, then to applicants who are term employees, then to external applicants. Appointments will continue to be made on the basis of competence and qualifications as described in Article 21.

Signed on behalf of the **Halifax Regional School Board**:



Signed on behalf of the **Nova Scotia Government and General Employees Union**:



Dated at Dartmouth, Nova Scotia this 18<sup>th</sup> day of February, 2004

**SCHEDULE "A"**

**WAGE RATES**

**APPENDIX A**

**NSLRB INTERIM ORDER**



**APPENDIX B****EXCLUSIONS LIST**

The following positions are not included in the Nova Scotia Government and General Employees Union bargaining unit:

- Superintendent
- Directors
- Coordinators
- Managers
- Purchasing Manager
- Regional Accounting Service Manager
- System Manager (Research and Technology)
- Payroll Supervisor
- Communications Officer
- General Counsel
- Human Resource Services Generalists
- Secretary to the Board
- Executive Secretary to the Superintendent
- Secretary to the Communications Officer
- Secretary to the Coordinator of Race Relations, Cross Cultural Understanding and Human Rights
- Legal Services Secretary
- Legal Services Negotiations Assistant
- Secretaries to Executive Directors
- Secretaries to the Human Resource Services Department
- Persons represented by another Bargaining Agent
- Persons excluded from any other Bargaining Unit
- Persons excluded by paragraphs (a) and (b) of Subsection (2) of Section 2 of the Trade Union Act (effective February 1997).

**APPENDIX C**

**SENIORITY LIST**

**APPENDIX D**



**NSGEU Training Expression of Interest Form**

**Name of Employee** \_\_\_\_\_

**Employee Number** \_\_\_\_\_

**Current Assignment (including location)** \_\_\_\_\_

**Training Opportunities of Interest (please number from 1 to 5 in order of preference):**

*(Categories include Elementary School Secretary, Junior High School Secretary, High School Secretary, Administrative Staff and Payroll and Finance Clerks)*

Elementary School Secretary \_\_\_\_\_

Junior High School Secretary \_\_\_\_\_

High School Secretary \_\_\_\_\_

Administrative Staff \_\_\_\_\_

Payroll and Finance Clerks \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

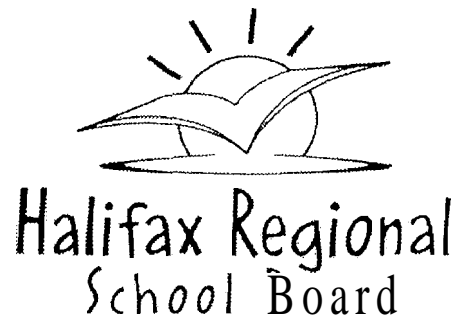
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Return to:** Belinda States-Bezanson at [bstates-bezanson@hrsb.ns.ca](mailto:bstates-bezanson@hrsb.ns.ca)  
Human Resource Services

**APPENDIX E**  
**Deferred Application Form**

(from HRSB web site [www.hrsb.ns.ca](http://www.hrsb.ns.ca))



## **Group Benefit Plan**

**For Members of the Nova Scotia Government Employees  
Union**

### **Local 53**

Basic Life Insurance  
Dependent Life Insurance  
Optional Life Insurance  
Medical  
Dental  
Long Term Disability  
Accidental Death and Dismemberment  
Travel Coverage  
  
HRM Pension Plan

Prepared by: Halifax Regional School Board  
Employee Relations  
90 Alderney Drive  
Dartmouth, Nova Scotia  
B2Y 4S8

11214

## **GENERAL INFORMATION**

**Please be advised that this is a summary of the benefits available under your Group Insurance Plan. All rights with respect to an insured person will be governed solely by the Group Policies.**

**Mandatory Benefits** - All eligible employees must participate in the Life, Accidental Death and Dismemberment, Long Term Disability and Dependent Life (if applicable) Plans. Health and Dental benefits can be waived if proof of coverage is provided under an alternate plan.

**Pian Waiting Period** - Coverage is in effective the first of the month coincident with or following the ~~date~~ of hire.

**Dependents**- Eligible dependents include the employee's spouse, common-law spouse (cohabitating with employee for not less than one full year), unmarried or unemployed children, stepchildren and legally adopted children under the age of 22. If 22 years of age but less than 26 years of age, dependent children must be attending an accredited education institution, college or university on a full-time basis to qualify for coverage. Unmarried, unemployed children over the age of 22 shall qualify for benefits if they are dependent upon the insured by reason of mental or physical disability.

## **HOW TO CLAIM**

**Hospital Benefits** -- In most cases, there is no requirement to complete a claim form to obtain hospital services. Present your subscriber card to the hospital and the hospital will bill Atlantic Blue Cross Care accordingly.

**Extended Health Benefits** -- You must provide your paid receipts and identification numbers. They can be mailed directly to Atlantic Blue Cross Care, or can be taken to the nearest Quick Pay office for reimbursement.

**Travel Claims** -- Please call the toll-free number on your subscriber card and quote your Policy number and Identification number. This will enable you to access emergency assistance. If you are required to pay for any service, obtain an itemized receipt. Claims **first** must be submitted to MSI for payment. Any portion not paid by MSI should be submitted to Atlantic Blue Cross Care to pay any eligible expense.

**Prescription Drugs** -- Present your subscriber card to the pharmacy at the time your prescription is dispensed and you will be responsible only for the \$5.00 co-pay.

**Dental benefits** -- Reimbursement can be provided either to you or your dentist depending upon whether or not your dentist will bill Atlantic Blue Cross Care directly. All work in excess of \$300 should be preauthorized prior to the commencement of the required procedures. This is to ensure there are no financial surprises and will outline what your plan will cover for the procedure.

**Co-ordination of Benefits** – If you are covered under another medical and or dental plan and opt to take coverage under this policy, please refer to the following:

Submit your claim to Atlantic Blue Cross Care first. Once they have processed the claim, any unpaid amounts can be sent to the other insurance company under which you are covered.

If the claim is for your spouse and you have family coverage, he or she would submit the claim to their insurance carrier first, then the remaining balance would be submitted to Atlantic Blue Cross Care.

Claims for dependent children who are covered under two policies should be first submitted to the insurance company of the parent whose birth date is earlier in the calendar year.

When you submit a claim for any unpaid balance from another company, provide a copy of your receipt and a payment *summary* from the other insurer in order to process any payment.

The total amount payable under both plans will not exceed 100% of the actual expenses incurred.

## Life Insurance Coverage

**Basic Life** – All eligible employees are entitled to life insurance benefits equal to 2 ½ times their annual salary rounded to the next higher \$100 amount. This benefit is payable upon death to the designated beneficiary. If no beneficiary has been designated this benefit will be paid to your estate.

**Terminal Illness Benefit** – Under certain circumstances a special advance payment of the death benefit may be paid. This benefit would not exceed 25% of the basic life coverage in force or \$50,000 whichever is less. This payment would then be deducted from the benefit otherwise payable upon death of the insured.

**Total Disability Waiver of Premium** – If an employee provides satisfactory proof that he/she is, as a result of accident or sick, unable to engage in any occupation for which he/she is reasonably qualified by education, **training** or experience, is not performing any work for remuneration or profit and has remained so disabled for at least **six** consecutive months, the premiums will be waived for the amount of insurance in effect at the date last at work.

**Conversion Option** – Within 60 days of termination of coverage the employee may submit a written application to continue coverage with Atlantic Blue Cross Care on an individual basis. The insurance carrier will provide the interested party with the rates associated with the individual plan. The individual policy **will** be issued without requiring *any* evidence of insurability.

**Dependent Life** – All eligible employees who have advised they have dependents have a \$6000 spousal policy and a \$3000 policy for each dependent child. The death benefit for this coverage shall be payable in a lump sum to the Employee.

**Optional Life** – This benefit is available to the employee and his/her spouse. Evidence of insurability is required for all amounts of optional life insurance. Coverage ceases at the earlier of the subscriber's retirement or age 65. Costs below are listed per \$10,000 of optional life insurance coverage

Age	Male	Female
<b>Under 25</b>	0.88	0.37
<b>25 - 29</b>	0.66	0.38
<b>30 - 34</b>	0.89	0.51
<b>35 - 39</b>	1.09	0.56
<b>40 - 44</b>	1.85	0.84
<b>45 - 49</b>	3.14	1.51
<b>50 - 54</b>	5.42	2.39
<b>55 - 59</b>	8.91	3.57
<b>60 - 64</b>	12.23	5.21
<b>65</b>	Coverage Terminates	Coverage Terminates



## Long Term Disability Benefits

**An** employee is disabled when Unum determines that:

- He or she is limited from performing the material and substantial duties of his/her **regular** occupation due to sickness or injury
- He or she has a 20% or more loss in indexed monthly earnings due to the same sickness or **injury;and**
- During the elimination period, the employee is unable to perform any of the material and substantial duties of his or her **regular** occupation.

After 24 months, **an** employee is disabled when Unum determines that due to the same sickness or injury, he/she is unable to perform the duties of any **gainful** occupation or which the employee is reasonably fitted by education, training or experience.

**Eligible employees are covered for 67% of pre -disability earnings.**

**The elimination period is 120 calendar days.** This is the period of time that must elapse between the onset of the disability and the date the claim begins to be paid.

**Recurrent Disability** – Unum will treat that disability as part of the prior claim and he or she will not have to complete another elimination period if

- He or she was continuously insured under the plan for the period between the prior claim and the recurrent disability; and
- The recurrent disability occurs within 6 months of the end of the prior claim.

The recurrent disability will be subject to the same terms of the plan **as** the prior claim.

**Long Term Disability Benefits are not payable for any of the following:**

- intentionally self-inflicted injuries;
- active participation in a riot;
- loss of professional or occupation license or certification;
- attempt to commit or commission of a crime under federal or provincial law
- pre-existing condition

The plan will not cover a disability due to war, declared or undeclared or any act of war.

Unum will not pay a benefit for any period of disability during which the employee is incarcerated.

The amount of monthly income otherwise payable under this plan shall be reduced by:

- a) Any disability benefits available from the Canada or Quebec Pension Plan;
- b) Any disability benefits available from the Workers' Compensation Act and
- c) Income from other sources as defined in contract

The amount of monthly income, including all amounts of income mentioned above, must not exceed 85% of the employee's pre-disability earnings.

For approved claims, the premium due under this benefit will be waived commencing with the first full calendar month following the expiration of the elimination period.

# Medical Plan

## Prescription Drug Coverage

**Pay Direct Drug Card** – You will be provided with a drug card which entitles you and any eligible dependents to obtain prescription drugs under this plan. This card must be presented to your pharmacy at the time you are having a prescription filled.

**CO-Payment** - You are required to make payment of \$5.00 for each prescription filled. This amount is paid to the pharmacist, then he/she will submit a claim to Atlantic Blue Cross Care for the balance of the cost of the prescription.

**Generic Substitution** -- Reimbursement will be limited to the generic equivalent unless the physician has specified no substitution.

## Hospital Benefits

**Semi-Private Accommodation** – This plan will pay the charges in excess of the basic ward rates to a semi-private level. Payment is made directly to the hospital.

## Paramedical Practitioner

This plan will cover \$500 per practitioner (see list below) to a \$1500 combined maximum per year and \$35 per practitioner for x-rays.

- Acupuncturist, podiatrist, naturopath, osteopath, chiropractor, psychologist, speech therapist, physiotherapist, masseur.

Services by a speech therapist, masseur and acupuncturist must be on the written prescription of a physician and will be valid for one year.

## Hearing Aids

Covers the charges for hearing aids (excluding batteries and exams) to a total eligible expense of \$600 per 5 consecutive calendar years when prescribed by an otolaryngologist, otologist and/or registered audiologist.

## **Private Duty Nursing**

Covers the charges for home nursing care performed by a private duty nurse in your residence on the written authorization of the attending Physician. The maximum eligible expense is \$10,000 per calendar year.

## **Ambulance Service**

Covers the charges for professional ambulance services required to transport a stretcher patient to and from the nearest hospital able to provide essential care.

## **Special Ambulance Attendant**

Covers the charges for travel expenses of an accompanying Registered nurse or qualified medical attendant (not a relative) when medically necessary and approved by Blue Cross limited to a maximum eligible expense of \$300 in a calendar year.

## **Out-Patient Services**

Covers the charges for medical and surgical treatment of a hospital or private facility for a participant requiring care, but not requiring inpatient bed care. The expense must be deemed essential to the care of the patient and excludes physician and nurses' fees.

## **Diagnostic and x-ray services**

Covers the charges for diagnostic and x-ray services when carried out by a Blue Cross approved laboratory, which in the opinion of Blue Cross is qualified to render such services.

## **Oxygen**

Covers the charges for oxygen

## **Prosthetic appliances**

Covers the following remedial prosthetic appliances:

- Artificial limbs (limited to one appliance to each limb per lifetime)
- Breasts (limited to a left and a right prosthesis every 2 consecutive calendar years)
- Eyes (limited to one left and one right prosthesis per lifetime)
- Crutches
- splints
- Casts
- Trusses (1 per 5 consecutive calendar years)
- Braces (1 cervical collar per calendar year and all other braces are limited to 1 per lifetime)
- Cane (limited to 1 per lifetime)

- Hair, when hair loss is due to an underlying pathology or its treatment (maximum eligible expense of \$300 per lifetime)

Replacement of these items will only be a benefit if the replacement is required due to pathological or physiological change. Repair and/or adjustments are limited to a maximum eligible expense of \$50 in a calendar year

### **Elastic Stockings**

Covers the charges for elastic support stockings, up to a total eligible expense of \$25 per calendar year.

### **Orthopedic Shoes and Supplies**

Covers the charges for orthopedic shoes when the shoes are customized with special features to accommodate, relieve or remedy some mechanical foot defect or abnormality and is prescribed by an orthopedic surgeon, physiatrist, rheumatologist or the attending physician. Also covers charges for shoe modification, adjustment supplies, and/or molded arch supports when prescribed by one of the health care professionals noted above. The maximum eligible expense for orthopaedic shoes and supplies is \$200 per calendar year.

### **Equipment Rental**

Covers the charges for the rental of a wheelchair, hospital-type bed and equipment for the administration of oxygen, respirator/ventilator, including a wheelchair cushion to a maximum expense of \$350 in five calendar years when prescribed by a physician. Blue Cross may, at its discretion approve the purchase of these items if it is felt that the need for these items will be long term.

### **Diabetic Supplies**

Covers the charges for the following diabetic supplies in a quantity prescribed by a physician and deemed reasonable by Blue Cross: needles, syringes, swabs, test tapes and lancets.

### **Ostomy Supplies**

Covers the charges for essential supplies required as a result of a colostomy or ileostomy.

### **Burn Pressure Garments**

Covers the charges for special made-to-measure dressings when prescribed by a physician for burn patients to a maximum eligible expense of \$500 per calendar year.

## **Speech aids**

Covers the charges for speech aid equipment when approved by a qualified speech therapist and authorized by the attending physician for persons who do not have oral communication ability, to a maximum lifetime eligible expense of \$500.

## **Accidental Dental Services**

Covers the charges for dental treatment when natural teeth have been damaged by a direct accidental blow to the mouth or a fractured or dislocated jaw required setting. The treatment must be reported and rendered within 180 days of the accident.

## **Allergy Serums**

Covers the charges for allergy serums when administered solely by a physician. This also includes charges incurred for bee sting ~~kits~~.

## **Special Non-Prescription Items**

Covers the charges for drugs and supplies available without a prescription for treatment of cystic fibrosis, parkinsonism or heart disease.

## **Vision care**

Covers the charges of a registered, licensed optometrist or ophthalmologist for eye examinations and charges for eyeglasses or contact lenses up to \$150 per 24 months or 12 months for dependent children.

# Dental Plan

Blue Cross will pay the dentist's **usual and customary** fees, up to the **previous years'** Dental Society Fee Guide for general practitioners in effect in the province of Nova Scotia.

Any charge in excess of the payment made by Blue Cross shall remain the responsibility of the subscriber.

## Plan A

### Basic Coverage

- **100% basic coverage/basic restorative - unlimited**

#### DIAGNOSTICS

##### Clinical Oral Examination

Complete oral examination of a new patient  
Recall oral examination (limited to one per calendar year)  
Emergency oral examination  
Specific oral examination  
Analysis of mixed dentition (limited to one per calendar year)

##### Radiographs (including tracing and interpretation)

Periapical  
Sialography  
Poster-anterior and lateral **skull** and facial bone  
Hand and wrist  
Use of radiopaque dyes  
Full mouth series, including bitewings and panoramic (limited to one of each type in a 12-month period)  
Cephalometric (limited to five in a 24-month period)  
Occlusal, Bitewing and Extraoral (limited to 4 of each type in a 5-month period)  
Temporomandibular joint (TMJ) (limited to 4 in a 12-month period)

##### Tests and Laboratory Examinations

Microbiological tests  
Pulp vitality tests  
Carries susceptibility tests  
Histological tests  
Cytological tests  
Lab reports  
Diagnostic casts  
Diagnostic photographs  
Interpretation of models from another source

##### Case Presentation

Treatment planning  
Consultation with patient

## **PREVENTATIVE SERVICES**

Prophylaxis and Fluoride (Limited to one of each in a calendar year)  
Nutritional counselling  
Oral hygiene instruction/plaque control  
Finishing restorations  
Pit and fissure sealants  
Space maintainer appliances, maintenance and repairs  
Interproximal diskings of teeth  
Recontouring of teeth for functional reasons  
Protective appliance (limited to one in a 12-month period)

## **BASIC RESTORATIVE SERVICES**

Carries, trauma and pain control  
Amalgam (metal) and tooth coloured (plastic) restorations  
Full coverage prefabricated restorations (metal and plastic)  
Tooth coloured veneer applications  
Porcelain staining (chairside)  
Recontouring of existing crowns  
Repairs to inlays, onlays or crowns  
Removal of inlays, onlays, crowns or veneers  
Retentive pins  
Overdentures (direct) - natural tooth preparation, placement of pulp chamber restoration (amalgam or composite) and fluoride application

## **ENDODONTIC SERVICES**

### **Treatment of the Pulp Chamber**

Pulpotomy  
Pulpectomy

### **Root Canal Therapy**

Root Canals  
Apexification (insertion of dentogenic media)

### **Periapical Services**

Apicoectomy/apical curettage  
Retrofilling  
Root amputation  
Hemisection  
Perio-radicular lesion decompression  
Exploratory endodontic surgery  
Intentional removal of tooth, apical filling and replantation  
Endosseous intracoronary implants for root stabilization  
Canal and/or pulp chamber enlargement  
Surgical and non-surgical root repair or **pulp** chamber repairs

### **Other Endodontic Procedures**

Isolation of endodontic tooth (teeth) for aspsis  
Emergency opening and drainage of canal  
Bleaching (non vital)  
Post removal to allow retreatment



## **PERIODONTAL SERVICES**

### **Non-Surgical Services**

Application of displacement dressings  
Management of oral infections  
Desensitization

### **Surgical Services**

Gingival curettage  
Gingivoplasmy  
Gingivectomy  
Flap approach surgery  
Grafts  
Guided Tissue regeneration  
Miscellaneous procedures

### **Adjunctive Periodontal Services**

Provisional splinting or ligation  
Occlusal adjustment/equilibration  
Periodontal scaling and root planing  
Topical application of antimicrobial agents

### **Periodontal Appliances**

Maintenance, adjustments, repairs and relines  
(limited to one upper and one lower appliance in a 24 month period)

### **TMJ Appliances**

Maintenance, adjustments, repairs and relines  
(limited to one upper and one lower appliance in a 24 month period)

### **Mvofacial Pain Syndrome Appliances**

Maintenance, adjustments, repairs and relines  
(limited to one upper and one lower appliance in a 24 month period)

Miscellaneous Periodontal Services  
Periodontal re-evaluation  
Subgingival periodontal irrigation

## **BASIC PROSTHODONTIC SERVICES - REMOVABLE**

### **Denture Adjustments (after 3 months)**

Minor adjustments  
Remount and occlusal equilibration

### **Denture Repairs and Additions**

Denture repairs  
Addition to partial dentures  
Denture prophylaxis and polishing  
Rebuilding of worn acrylic teeth (direct chairside)  
Custom stained denture bases (direct chairside)

### **Denture Reline, Rebase or Remake**

Complete or partial denture  
Limited to one upper and one lower reline, rebase or remake in a 24-month period)

**Other Basic Prosthetic Services**

Tissue Conditioning  
Resilient liner  
Resetting of teeth

**BASIC PROSTHODONTIC SERVICES - FIXED**

Repairs  
Recontouring of abutments/pontics  
Replace broken prefabricated attachable facings  
Removal of fixed bridge  
Repair of fixed bridge  
Recementation

**ORAL SURGERY**

**Extractions**

Erupted teeth  
Impacted teeth  
Residual roots

**Alveoplasty**

In conjunction with extractions

**Other Oral Surgery Services**

Replantation of avulsed teeth  
Repositioning of traumatically displaced teeth  
Control of hemorrhage  
Post surgical care

**ADJUNCTIVE GENERAL SERVICES**

Emergency treatment of dental pain  
Local anesthesia  
General anesthesia  
Provision of dental and anesthetic facilities, equipment and supplies  
Neuroleptanalgesia  
Conscious sedation (inhalation, intravenous, intramuscular, hypnosis, acupuncture)  
Consultation with member of the profession  
Consultation and/or participation during autopsy (other than forensic)  
House call  
Office or institutional visits

# Major Restorative

- **80% coverage to a maximum eligible expense of \$1000 per calendar year**

## MAJOR ORAL SURGERY

Surgical exposure of teeth  
Surgical movement of teeth  
Frenectomy  
Frenoplasty  
Antral surgery - recovery of foreign bodies, lavage, oral-antral fistula closure

### Remodelling and Recontouring Oral Tissues

Alveoplasty  
Not in conjunction with extractions  
Remodelling, excision, reduction or removal of bone

### Gingivoplasty and/or stomatoplasty

Either in conjunction or not in conjunction with extractions  
Excision of vestibular hyperpasia  
Surgical shaving of papillary hyperplasia of the palate  
Excision of pericoronary gingiva  
Removal of hyperplastic tissue  
Removal of excess mucosa

### Surgical Excisions and Incisions

Excisions  
- Benign tumors, enucleation of cysts/granulomas, excision of cyst, marsupialization of cyst  
Incisions  
- Drainage and or exploration intraoral or extraoral and removal of foreign bodies  
Sequestrectomy

## EXTENSIVE RESTORATIVE PROCEDURES

### Inlay and Onlay Restorations

Inlays and Onlays (metal, composite, porcelain/ceramic)  
Retentive pins for inlays, onlays and crowns  
Retentive posts for crowns (cast metal, prefabricated)  
Indirect overenture restorative services (metal cast coping crown without attachment)

### Crowns

Plastic  
Porcelain/ceramic  
Cast metal  
Crowns made to an existing partial denture clasp  
Metal/plastic transfer copings  
Laboratory processed veneers (plastic, porcelain/ceramic)

## **PROSTHODONTIC SERVICES - REMOVABLE**

### Complete Dentures

(limited to one complete upper and one lower denture in any 60 month period)  
Standard, Equilibrated, Gnathological, Overdenture, attached to implants

### Transitional Dentures

(limited to one upper and one lower denture in any 60 month period)

### Partial Dentures

(limited to one upper and one lower partial denture in any 60 month period)  
Acrylic or Cast with acrylic base

### Transitional Dentures

(limited to one upper and one lower denture in any 60 month period)

## **PROSTHODONTIC SERVICES - FIXED**

### Pontics

Cast Metal, Porcelain, acrylic/plastic/composite, natural tooth

### Master Cast Techniques

Hinge Bow Transfer, Gnathological Wax-up, Split cast mounting

### Abutments

Plastic/acrylic, porcelain/ceramic, porcelain fused to metal, cast metal, metal 3/4 cast

### Other Fixed Prosthetic Services

Abutment preparation under existing partial denture clasp  
Telescoping crown unit  
Fixed porcelain prosthetics to replace a substantial portion of the alveolar process  
Splinting or extensive or complicated restorative dentistry  
Retentive pins  
Provisional coverage (in extensive or complicated restorative dentistry)

## **Orthodontic**

- **50% coverage to a maximum eligible expense of \$1500 per lifetime - limited to dependent children only**

### **Plan B**

Only available to NSGEU Members

- **80 % basic coverage/basic restorative - unlimited**

## **WORLDWIDE TRAVEL BENEFIT PROVISIONS**

The following benefits are provided as a result of an accident or unexpected illness incurred outside the Participant's province of residence in Canada or outside Canada while this plan is in effect.

Coverage shall become effective on the latter of

- a) the time of crossing the Participant's provincial board, or
- b) the effective date of the Subscriber's Worldwide Travel Benefits.

The coverage shall terminate:

- a) at the Participant's provincial border on the return trip home, or
- b) at 12:00 midnight on the Subscriber's termination date.

Blue Cross will pay the Usual, Customary and Reasonable charges for the following Eligible Expenses. These benefits are subject to any Deductible, Co-insurance or maximum amount shown in the Policy Summary, and the Benefit Maximums specified below.

### **Hospital Accommodation**

Charges of a public general hospital, less the amount allowed under the provincial government health plan, for (a) room accommodation (not a suite of rooms), and (b) Medically Necessary inpatient and outpatient services.

### **Physicians and Surgeons**

Customary charges of Physicians and surgeons for services rendered, less the amount allowed under the provincial government health plan.

### **Medical Appliances**

The cost of casts, crutches, canes, slings, splints, trusses, braces and/or temporary rental of a wheelchair when required as a result of sickness or accident. This benefit will be payable only when the sickness or accident occurs outside the Participant's province of residence and when ordered by a Physician.

## **Nurse**

Private duty nursing, including Registered Nurse, Registered Nursing Assistant or Certified Nursing Assistant, when ordered by a Physician at the Usual, Customary and Reasonable fee. Nurses providing the service must not be a relative of the patient or an employee of the hospital.

## **Ambulance**

Normal charges for licensed ambulance service, including air ambulance and evacuation, to and from the nearest qualified medical facility.

## **Coming Home**

Extra costs of return economy fare by the most direct route (*air*, bus, ~~train~~) when an illness is such that the patient must return home and be accompanied by a qualified medical attendant (not a relative). Written authorization is required from the attending Physician. If returning on a commercial aircraft, this coverage is included:

- two economy seats by most direct route to the patient's home city in Canada, one for the covered patient and one round trip fare for a medical attendant;
- the number of economy seats required to accommodate the covered person if on a stretcher and one round trip for a medical attendant.

## **Diagnostic Services**

The cost of diagnostic laboratory and x-ray services, less the amount allowed under the provincial government health plan, when ordered by the attending Physician.

## **Paramedical Services**

The cost of services made by chiropractors, osteopaths, chiropodist/podiatrists and physiotherapists (not a relative), in excess of payment by a provincial government health plan, excluding charges for x-rays.

## **Drug Benefits**

Charges for Drug Benefits in a quantity sufficient for the period of travel. Payment of eligible drugs will be made only when proof of purchase and payment is supplied in the form of an account from a Blue Cross Approved Provider located outside the Participant's province of

residence and showing the name of the preparation, date of purchase, quantity, strength and total cost.

## **Accidental Dental**

Charges for dental treatment to a maximum amount of \$1,000 Canadian when, as the result of accidental injury (direct accidental blow to the mouth), natural teeth have been damaged, or a fractured or dislocated jaw requires setting. Such dental treatment must be rendered or reported and approved for payment by Blue Cross within 180 days of the accident and be supported by proper certification.

When such dental treatment must be deferred because of the age of the patient, or other factors that are justified, in the opinion of Blue Cross, the claim may be approved for later payment. To meet our payment criteria, the Participant must have been covered by Blue Cross for Accidental Dental at the time the accident occurred, and must still be covered by Blue Cross at the time the services are rendered. The only exception to this criteria is when the Participant is uninsured for Dental benefits at the time the service is rendered, in which case the claim may be approved. The Subscriber must submit to Blue Cross within 180 days of the accident complete details of the required services from the Dentist and reason for deferment.

## **Vehicle Return**

An allowance of up to \$500 Canadian for the cost of driving the patient's vehicle, either private or rental, by commercial agency to the patient's residence or nearest appropriate vehicle rental agency when the patient is unable to return it due to sickness or accident.

## **Return of Deceased**

Up to \$3,000 Canadian towards the cost of preparation (including cremation) and homeward transportation of a deceased covered person (excluding the cost of a coffin) to the point of departure in Canada by the most direct route.

## **Meals and Accommodations**

Up to \$1,200 Canadian (\$150 per day for eight days) per trip for extra costs of commercial accommodation and meals incurred by the Subscriber, or by a covered dependent remaining with a travelling companion when the trip is delayed due to illness or accident to a travelling companion or a covered person. This must be verified by the attending Physician and supported with receipts from commercial organizations.

## **Transportation to Visit the Covered Person**

One return economy fare by the most direct route for transportation costs (air, bus, train), when the covered person has been confined to hospital or has died and the attending physician advised the necessary attendance of a family member or close friend of the covered person.

## **Emergency and Payment Assistance**

The services of a 24-hour emergency hotline are available to Participants who need assistance while travelling. By telephoning the appropriate number on your "World Assistance Card" when a medical emergency occurs, coverage will be confined to the hospital or physician. Payment of medical expenses will be arranged or coordinated on behalf of the Participant. In addition, the following services are offered:

- Medical Assistance: The patient may call for a list of hospitals or medical facilities and arrangements will be made for:
  - advice from a qualified Physician
  - medical follow-up of the patient's condition and communication with the subscriber and family
  - return home or transfer of patient if medically permissible
  - transport of a family member to the patient's bedside or to identify the deceased.
- Non-Medical Assistance: The patient may call to obtain:
  - an emergency response in any major language
  - emergency assistance in contacting the family or business
  - referral to legal counsel.

## **WORLDWIDE TRAVEL LIMITATIONS AND EXCLUSIONS**

- No benefits are available under this policy for residents travelling outside their province of residence primarily or incidentally to seek medical advice or treatment, even if such a trip is on the recommendation of a Physician.
- No benefits are available under this policy for elective (non-emergency) treatment or surgery. This is defined as treatment or surgery (a) not required for the immediate relief of acute pain and suffering, or (b) which reasonably could be delayed until the covered person has returned to Canada, or (c) which the covered person elects to have rendered or performed outside Canada following emergency treatment for, or diagnosis of, a medical condition which (on medical evidence) would not prevent the covered person from returning to Canada prior to such treatment or surgery.
- Benefits under this policy shall not be paid if the covered person receives the same from a third party.



- No benefits will be paid for expenses incurred as the result of abuse of medications, drugs or alcohol; suicide or attempted suicide; criminal acts, war or other hostilities.
- Blue Cross, in consultation with the attending Physician, reserves the right to return the patient to Canada. If any Participant is (on medical evidence) able to return to Canada following the diagnosis **of**, or the emergency treatment for, a medical condition which requires continuing medical services, treatment or surgery, and the Participant elects to have such treatment or services rendered or surgery performed outside Canada, the expense of such continuing medical services, treatment or surgery will not be covered by this plan.

Blue Cross accepts no responsibility in the event of the deterioration of the Participant's medical condition during or after the transfer back to Canada.

- Coverage is limited to expenses incurred as a result of a sudden illness or accident that occurs outside the participant's province of residence. Pre-existing conditions will be covered as a benefit, provided the condition is stabilized prior to travel, and medical attention is not anticipated during the travel period.

## **REFERRALS OUTSIDE CANADA - BENEFITS**

When participants are outside Canada by the attending physician for medical services not available in Canada, Blue Cross will pay for the following eligible benefits. Payment will be made at the Usual, Customary and Reasonable amount for charges in excess of provincial government health care allowances up to a lifetime maximum of \$500,000.

### **Hospital**

All hospital charges for Medically Necessary services, less the amount allowed under the provincial government health care plan, such as:

- hospital room accommodation
- intensive care rooms
- nursing services
- operating and recovery rooms
- diagnostic and laboratory services including X-ray
- oxygen and blood
- prescription drugs including intravenous solutions
- physiotherapy

## **Physicians and Surgeons**

Customary charges of physician and surgeons for services rendered, less the amount allowed under the provincial government health care plan.

## **Ambulance**

Charges for licensed ambulance services required to transport a stretcher patient to and from the nearest hospital able to provide essential care. Charges for air transport are included to a maximum of up to 3 economy seats on a regularly scheduled flight.

## **Ambulance Attendant**

Charges for travel expenses of an accompanying Registered Nurse or qualified medical attendant (not a relative) when Medically Necessary and approved by Blue Cross.

## **REFERRALS OUTSIDE CANADA - LIMITATIONS AND EXCLUSIONS**

- **The referral outside Canada must be Medically Necessary and must not be for services available in Canada, as determined by Blue Cross.**
- The claim must have prior approval for payment from Blue Cross.
- Payment will be made for the reasonable and customary charges of the provider of the services or supplies in the area in which the services are rendered.
- Payment will only be made for services and supplies rendered while the patient was under the active treatment of a licensed Physician.
- Payment will not be made for treatment of any illness commencing within 12 months after the Participant's effective date of group coverage for which the Participant has received medical treatment or has been prescribed drugs 12 months prior to the effective date of the coverage.
- The services to be provided outside Canada must not be Experimental or Investigative in nature.

## BASIC ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Any Accident resulting in Death, Dismemberment, Paralysis, Loss of use of limbs, Loss of sight, Loss of speech or Loss of hearing - anywhere in the world - 24 hours a day - on or off the job.

Your Loss of Life benefit shall be payable to the beneficiary or beneficiaries designated under your Basic Group Life Insurance, or if there is no such beneficiary designation the benefit shall be payable to your Estate.

With the exception of "Occupational Training", "Child Education", "Day-Care" and "Identification" Benefits, all other indemnities payable shall be payable to you.

### BENEFITS

If **Injury** results in any of the following Losses within 365 days after the date of the Accident, benefits will be paid according to the following Schedule of Losses.

#### **For Loss of:**

#### **Amount Payable**

Life	The Principal Sum
Speech and Hearing in Both Ears	The Principal Sum
The Entire Sight of Both Eyes	The Principal Sum
Speech	The Principal Sum
Hearing in Both Ears	The Principal Sum
The Entire Sight in One Eye	The Principal Sum
Hearing in One Ear	½ of the Principal Sum
All Toes of One Foot	¼ of the Principal Sum

#### **For Loss or Loss of Use of:**

Both Hands or Both Feet	The Principal Sum
One Hand and One Foot	The Principal Sum
On Arm or One Leg	The Principal Sum
One Hand or One Foot	The Principal Sum
Thumb and Index Finger or at Least Four Fingers of One Hand	1/3 of the Principal Sum

**For Total Paralysis of:**

Both Upper and Lower Limbs (Quadriplegia)	Two times the Principal Sum
Both Lower Limbs (Paraplegia)	Two times the Principal Sum
Upper and Lower Limbs of One Side of Body (Hemiplegia)	Two times the Principal Sum

The principal Sum is payable to you in a lump sum, less any other amounts paid or payable under the Schedule of Losses as a result of the same accident, if you become totally disabled and the following conditions are met:

- a) The disability results from ~~an~~ injury occurring prior to age 65.
- b) The disability commences within 365 days of the accident.
- c) The disability prevents you from engaging in each and every occupation or employment for compensation or profit for which you are reasonably qualified by education, training or experience.
- d) The disability has continued for 12 consecutive months, remains total and is deemed to be permanent at the end of such period.

If you sustain accidental loss of life which becomes payable under the program, repatriation benefits up to \$10,000 will be paid for expenses incurred for the return home of your body (including preparation charges for transportation). The death must occur at least 50 kilometers from your normal residence.

**Rehabilitation\***

If you sustain any Loss which becomes payable under the Program and such Loss requires you to participate in a rehabilitation program in order to qualify to engage in an occupation which you would not have engaged except for such Loss, the Insurer will pay the reasonable and necessary expenses actually incurred within 3 years from the date of the Accident to a maximum of \$10,000. No payment will be made for room, board or other ordinary living, travelling or clothing expenses.

## **Occupational Training\***

If you sustain Accidental Loss of Life which becomes payable under the Program, this benefit will refund expenses incurred for your Spouse to engage in a formal occupational training program in order to upgrade his/her employment qualifications, to a maximum of \$10,000 within 3 years from the date of the Accident. No payment will be made for room, board or other ordinary living, travelling or clothing expenses.

## **Family Transportation\***

If any Loss covered under the Program confines you to a hospital or if any injury confines you to a hospital for a period of at least 4 days, and such hospital is located more than 150 km from normal residence, this benefit will refund expenses incurred by a member of your Immediate Family for hotel accommodation and transportation (via the most direct route) to the hospital beside, up to a ~~maximum~~ of \$1,000. Private transportation expenses are limited to \$0.20 per km travelled.

## **Identification\***

If you sustain accidental Loss of Life, and the police require the identification of the body by a Member of the Immediate Family, and indemnity for Loss of Life subsequently becomes payable under the Policy, we will refund expenses incurred by such family member for:

1. accommodation and board (**up** to a maximum of 3 consecutive **nights**) while en route and/or during the stay in the city or town where the body is located, and
2. transportation via the most direct route to this location, provided this location is not less **than** 150 km from the family member's usual residence.

Private transportation expenses are limited to \$0.20 per km travelled and the total maximum refundable for all expenses is limited to \$5,000.

## **Home Alteration Ands Vehicle Modification\***

If you sustain the Loss of or Loss of Use of Both Feet or Legs or become Quadriplegic, Paraplegic or Hemiplegic, for which indemnity is payable under the policy, and subsequently require the use of a Wheelchair to be Ambulatory, we will pay the reasonable and necessary expenses actually incurred within 3 years of the date **of** the Accident causing such Loss for:

- a) the cost of Alternations to your Principal Residence and/or

- b) the cost of Modifications to one Motor Vehicle utilized by your when such modifications **are** approved by licensing authorities where required; for the purpose of making them Wheelchair accessible.

Payment by the Insurer for the total of all expenses incurred by or for any Insured Person will not exceed \$10,000 as the result of any one Accident.

*\* THE BENEFITS MARKED WITH AN ASTERICK (\*) WILL ONLY BE PAYABLE UNDER ONE OF THE POLICIES ISSUED TO YOUR EMPLOYER BY THE CITADEL.*

### **Child Education**

If you sustain Accidental Loss of Life which becomes payable under the Program, up to 5% of your Principal Sum (maximum \$5,000 which maximum is in Combination with the Education Benefit maximum provided under any other policy issued to the Policyholder by the Insurer) will be payable for each qualifying Dependent Child for post-secondary education expenses provided the Child (i) is already enrolled full-time in post-secondary education program or (ii) is at a secondary school level but will enroll, as a full-time student in a post-secondary education program within 365 days of your death.

This is payable annually for each year for up to 4 consecutive years. No payment will be made for expenses incurred prior to your Death nor will payment be made for room, board or other ordinary living, travelling or clothing expenses.

If your Dependent Child satisfies the above requirements, any benefits payable will be paid to such Child. If none of your Dependent Children satisfy the above requirements or the requirements as shown under "Day-care Benefit", a Lump **Sum** of 5% of the Principal Sum (maximum \$2,500) will be paid to your beneficiary. This amount will only be paid under one (1) of the Policies issued to your Employer by the Insurer.

"Post-secondary education" includes any university, college, CEGEP or trade school.

"Dependent Children" means persons who are either your legitimate or illegitimate children, adopted children, step-children or children who are in a parent-child relationship with you. The children are unmarried, under twenty-six (26) years of age and dependent upon you for maintenance and support.

### **Hospital Indemnity**

A daily benefit of 1/30<sup>th</sup> of 1% of your Principal Sum, to a maximum of \$2,500 per month, which maximum is in combination with the Hospital Indemnity Benefit maximum provided under any other policy issues to the Policyholder by the Insurer, will be payable to you when you or your Insured Dependent(s) are in Hospital and under the care of a Physician, but only if the

period of Hospitalization is uninterrupted, results from an injury and begins while insurance under the Policy is in force.

Such daily benefit will be paid from the first day of Hospitalization if Hospitalized:

- a) due to a Loss payable under the Program, or
- b) due to an Injury which requires Hospitalization for at least 4 consecutive days.

but in no event for more than 365 days per **injury**.

### **Day-care**

If you sustain Accidental Loss of Life which becomes payable under the Program, up to 5% of your Principal Sum (Maximum \$5,000 which maximum is in combination with the Day-care Benefit maximum provided under any other policy issued to the Policyholder by the Insurer) will be payable to each qualifying Dependent Child for Day-care expenses provide the Child (i) is enrolled in a legally licensed Day-care Centre on the date of the accident, or (ii) enrolls in a legally licensed Day-Cared Centre within 365 days after the date of your Death and (iii) is under 13 years of age.

This is payable annually for each year for up to 4 consecutive years. No payment will be made for expenses incurred prior to your Death or will payment be made for room, board or other ordinary living, travelling or clothing expenses.

If a Dependent Child does satisfy the requirements indicated above, the Day-care Benefit will be payable to the surviving Spouse if the Spouse has custody of the Child. If there is no surviving Spouse or the Child does not reside with the Spouse, benefits will then be paid to the child's legally appointed Guardian. If none of your Dependent Children satisfy the above requirements or the requirements as shown under "Child Education", a Lump **Sum** of 5% of the Principal Sum (maximum \$2,500) will be paid to your beneficiary. This amount will only be paid under one (1) of the policies issued to your employer by the Insurer.

### **Cosmetic Disfigurement**

If you suffer cosmetic disfigurement due to a burn, the Insurer will pay the Cosmetic Disfigurement Benefit provided that such burn is classified as a third degree burn.

The amount of benefit payable under this section is based on the percentage of the Principal Sum, as shown in the Cosmetic Burn Schedule below, which is determined by the Area Classification factor times the percentage of body surface actually burned.

Maximum allowable percentage for body surface burned, as shown in the following Cosmetic Burn Schedule, is based on 100% of the specific body part being burned. The attending Physician will determine the actual percentage applicable to each burn.

If you suffer burns to more than one (1) body part as a result of any one accident, benefits payable for all such burns will not exceed 100% of the Principal Sum.

### **COSMETIC BURN SCHEDULE**

Body Part	Area Classification Factor	Maximum Allowable % for Body Surface Burned	Maximum % of Principal Sum Payable
<b>Face, Neck, Head</b>	<b>11</b>	<b>9.0%</b>	<b>99.0%</b>
<b>Hand &amp; Forearm (Right)</b>	<b>5</b>	<b>4.5%</b>	<b>22.5%</b>
<b>Hand &amp; Forearm (Left)</b>	<b>5</b>	<b>4.5%</b>	<b>22.5%</b>
<b>Upper Arm (Right)</b>	<b>3</b>	<b>4.5%</b>	<b>13.5%</b>
<b>Upper Arm (Left)</b>	<b>3</b>	<b>4.5%</b>	<b>13.5%</b>
<b>Torso (Front)</b>	<b>2</b>	<b>18.0%</b>	<b>36.0%</b>
<b>Torso (Back)</b>	<b>2</b>	<b>18.0%</b>	<b>36.0%</b>
<b>Thigh (Right)</b>	<b>1</b>	<b>9.0%</b>	<b>9.0%</b>
<b>Thigh (Left)</b>	<b>1</b>	<b>9.0%</b>	<b>9.0%</b>
<b>Lower Leg - below knee (Right)</b>	<b>3</b>	<b>9.0%</b>	<b>27.0%</b>
<b>Lower Leg - below knee (Left)</b>	<b>3</b>	<b>9.0%</b>	<b>27.0%</b>

In the event benefits are payable under this section and the sections entitled “Specific Loss Accident Indemnity” and “Permanent Total Disability”, the total benefits payable will not exceed 100% of the Principal Sum (or 200%) for Paralysis.

### **Seat Belt**

If, at the time of the Accident, you were wearing a properly fastened seat belt and driving or riding in a vehicle driven by a driver who was neither intoxicated nor under the influence of drugs (unless taken as prescribed by a physician), and a Loss becomes payable under the Program, the applicable amount of Principal Sum will be increased by 10% for those wearing a seat belt subject to a maximum of \$25,000 which maximum is in combination with the Seat Belt Benefit provided under any other policy issued to your Employer by the Insurer.

**“Intoxicated” and “being under the influence of drugs” is as defined by the jurisdiction in which the Accident occurs.**



**“Vehicle” means a passenger car, station wagon, van, jeep-type automobile, truck, ambulance or any type of motorized vehicle used by municipal, provincial or federal police forces.**

### **Waiver Of Premium**

**If**, due to Disability, your Basic Group Life premiums are waived, your premium under this Program will automatically be waived.

Your amount of Insurance cannot be increased while on Waiver.

### **Exposure And Disappearance**

**If**, by reason of an Accident covered by this Program, you are unavoidably exposed to the elements and such Exposure results in a covered Loss, such Loss will be covered.

If you are not found within one year of the disappearance, sinking or wrecking of a conveyance in which you were riding at the time of the Accident, it will be presumed you have suffered Loss of Life resulting from bodily **injury** caused by an Accident.

### **Aircraft Coverage**

You are covered while riding as a passenger, but not as a pilot, operator or member of the crew, in any aircraft provided the aircraft has a current and valid certificate of airworthiness and is flown by a licensed pilot, except any aircraft that is owned, operated or leased by or on behalf of your Employer. You are also covered when boarding or alighting from or struck by any aircraft.

### **Continuation Of Coverage**

If, under your Basic Group Life Insurance program, your life insurance is continued during approved leave of absence, maternity leave or disability leave, coverage under this program will also be continued, provided payment of premium is continued. The Coverage which is continued under this clause will be subject to the terms and provisions of the Master Policy in effect as of the date of commencement of the leave, including any provision for reductions in amount of insurance. The amount of Insurance cannot be increased during a continuation period.

### **Exclusions**

The Program does not cover any loss, fatal **or** non-fatal, caused or contributed to by:

- intentionally self-inflicted injury while sane or self-inflicted injury which insane;

- declared or undeclared ~~war~~ or any act thereof
- active full-time service in the armed forces of any country;
- riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage".

**The Halifax Regional Municipality**

**Pension Plan**

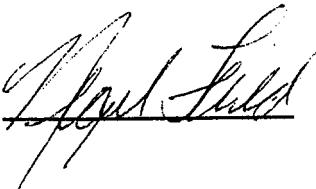
**Certified to be a true and complete copy of the text of the Halifax Regional Municipality Pension Plan.**

Date: 23 February 2000

Signature: 

Name: Gordon Bousset

Date: 23 February 2000

Signature: 

Name: Niall Field

## Section1 - Introduction

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1.01 ~~The Halifax Regional Municipality Pension Plan~~ (the "**Plan**") ~~was~~ established by the Halifax Regional Municipality and its employees effective April 1, 1998.

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1.02 The Halifax Regional Municipality ~~was~~ established by the Halifax Regional Municipality Act, and comprises the amalgamation of the municipal units of the Halifax County Municipality, the City of Halifax, the City of Dartmouth, and the **Town** of Bedford (collectively, 'the Former Municipalities'). The Former Municipalities and the Metropolitan Authority sponsored the Prior Plans as follows: the Metropolitan Authority Employees' Pension Plan; the Halifax County Municipality Full-time Retirement Pension Plan; the City of Dartmouth Employees' Retirement Pension Plan; and the City of Halifax Superannuation Plan, as applicable.

On the Effective Date, the Prior Plans merged to form the Plan. The Plan contains in its Appendices A to E, **the terms and provisions of** the Prior Plans, as well as the terms and conditions of the Current Plan.

Each Employee of the Municipality hired before the Effective Date will have the option **as of** the Effective Date to accrue benefits under the Plan in accordance with:

- (i) the Appendix relating to the Prior Plan of which he was a member; or
- (ii) the Appendix relating to the Current Plan.

Members who have elected to accrue **future** benefits in accordance with Section 1.02(ii) will have the option to convert benefits accrued to the Effective Date under a Prior Plan, to **the** terms and provisions set out in the Appendix relating to the Current Plan.

Some Employees accrued pension benefits under the Town of Bedford Employee Pension Plan or the Halifax County Municipality Part-Time Retirement Pension Plan. These Employees were **also** provided the option described above. For the ~~Employees choosing to accrue future benefits in accordance with Section 1.02(ii),~~ the plan ~~under which they~~ had accrued benefits—prior ~~to the~~ Effective Date is succeeded by this Plan. For Employees who elected to remain in either the Town of Bedford Employee Pension Plan or the Halifax County Municipality Part-Time Retirement Pension Plan, **as** applicable, those plans are not succeeded by this Plan.

On and after the Effective Date, new Employees of the Municipality will join the Plan and will accrue benefits under the provisions of the Plan described in the Appendix relating **to** the Current Plan.

Unless stated otherwise, the terms of the Plan shall apply to Members who retire, die, or otherwise terminate employment on and after April 1, 1998. To the extent that Members who **retired**, died, or otherwise terminated employment prior to this date have an entitlement to benefits by **the terms** of the plan in effect at the time of that event, such entitlement becomes the responsibility of this Plan.

## Section 2 - Definitions

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In this Plan, the following **words** and phrases have the meanings described below, unless a different meaning is clearly and specifically required by the context, or unless the same word or phrase is defined in an Appendix, in which case the definition set out in that Appendix applies in that Appendix, except where specific reference is made to this Master *Text*.

- 2.01 Actuarial Equivalent** means a pension of an equivalent value determined using actuarial tables and other methods and assumptions that are adopted by the Committee on the recommendation of the Actuary for the purposes of the Plan, subject to any requirements of the Pension Benefits Act and the Income Tax Act (Canada).
- 2.02 Actuary** means a person or **firm** retained by the Committee who is, or one of whose employees is, a Fellow of the Canadian Institute of Actuaries.
- 2.03 Administrator** means the Halifax Regional Municipality Pension Committee, the duties of which are set out in Section 6.
- 2.04 Average Industrial Wage** means for a Plan Year the amount **that is** obtained by dividing **by 12** the total of all amounts each of which is the average weekly wages and salaries of the industrial aggregate for the month as published by Statistics Canada for every month in the 12 month period ending on June 30 of the immediately preceding calendar year.
- 2.05 Beneficiary** means a beneficiary designated by a Member in accordance with Section 5.
- 2.06 Committee** means the Halifax Regional Municipality Pension Committee pursuant to Section 6.

**2.07** *Commuted Value* means, in relation to benefits that a person has a present or future entitlement to receive, a lump sum amount which is the actuarial present value of those benefits computed using rates of interest, the actuarial tables and **other assumptions** that are adopted by the Committee on the recommendation of the Actuary for purposes of the Plan, subject to any requirements of the Pension Benefits Act and the Income Tax Act.

**2.08** *Credited Interest* means:

- (1)** interest on Member Required Contributions compounded annually and calculated:
  - (a)** at the end of each Plan Year, on the balance of contributions at the beginning of the Plan Year, at a rate equal to the average of the yields of 5 year personal fixed term chartered bank deposits (CANSIM series B 14045) for that Plan Year; plus
  - (b)** at the end of each Plan Year, on the balance of contributions made during the Plan Year, a pro-rata portion of the rate calculated in accordance **with** (a) above; plus
  - (c)** at the end of the calendar month in which a Member's Continuous Service terminates, on the balance of contributions at the beginning of the Plan Year, and the balance of contributions made during the Plan Year, a pro-rata portion of the rate calculated in accordance with (a) above for the preceding Plan **Year**, for the complete calendar months in the current Plan Year to the end of the month in which the Member's Continuous Service terminates;
- (2)** interest on lump sum payments out of the Pension Fund compounded annually and calculated from the date at which determination is required to the beginning of the calendar month of payment at the rate that is being credited to Member Required Contributions under (1) above.

- 2.09** ***Current Plan*** means Appendix A, the terms and conditions of which apply to each Employee who elects to accrue benefits under its provisions as of its Effective Date of April 1, 1998 and to each new Employee of the Municipality commencing employment on or after that Effective Date.
- 
- 2.10** ***Effective Date*** means the date specified as such in the Appendix describing the terms and conditions of benefits for each Member or former Member. Effective Date for the portions of the Plan identified as the Master ~~Text~~ and the Current Plan means April 1, 1998, the date of amalgamation described in Section 1.02.
- 2.11** ***Employee*** means any person who is employed by the Municipality. For purpose of eligibility under the Plan, Employee includes the Mayor and Councillors of the Municipality.
- 2.12** ***Former Municipality*** means the former municipal units of the Halifax County Municipality, the City of Halifax, the ~~City~~ of Dartmouth, and the ~~Town~~ of Bedford, and where the context requires, the Metropolitan Authority and any affiliated or associated agencies or employers.
- 2.13** ***Funding Agent*** means an insurance company authorized to carry on a life insurance business in Canada, a trust company, or a group of at least 3 individuals resident in Canada at least one of whom is independent of the Municipality, and includes any combination or successors thereof appointed by the Committee to hold, administer and invest the Pension Fund.
- 2.14** ***Funding Agreement*** means any agreement or agreements now or hereafter executed between the Municipality, on the recommendation of the Committee, and the Funding Agent for purposes of this Plan.
- 2.15** ***Income Tax Act*** means the *Income Tax Act*, Statutes of Canada and the Regulations thereunder, as amended or replaced from time to time.



- 2.16 **Interest means** all investment income resulting ~~from~~ the investment of the Member's Account. Interest shall be allocated not less than annually to the Member's Account.
- 
- ~~2.17 **Master Text means the portion of the Plan, including this Section 2, describing**~~  
the provisions of common application to each of the Current and Prior Plans.
- 2.18 **Member** means an Employee or a former Employee who has become a Member of the Plan and who continues to be entitled to benefits under the Plan.
- 2.19 **Municipality** means the Halifax Regional Municipality and any affiliated or associated agencies or employers which may be designated as a participating employer by the Committee; and where any reference in the Plan is made to any action to be taken, consent, approval or opinion to be given, discretion or decision to be exercised by the Municipality, Municipality means the Halifax Regional Municipality or any person or persons authorized by the Municipality for the purposes of the Plan.
- 2.20 **Pension Benefits Act** means the Pension Benefits Act, Statutes of Nova Scotia and the Regulations thereunder, as amended or replaced from time to time.
- 2.21 **Pension Fund** means the fund maintained to provide benefits under or related to the Plan.
- 2.22 **Plan** means the Halifax Regional Municipality Pension Plan, comprised of the Master ~~Text~~ and the Appendices A through E. Any reference to "Plan" within Appendices A through E shall be construed as a reference to the provisions of the specific appendix applicable to that Current or Prior Plan, unless the context dictates that it is a reference to the Master Text.
- 2.23 **Plan Year** means **the** calendar year.

**2.24 Prescribed Reduction** means the reduction in the amount of normal retirement date pension of at least ~~¼~~ of 1% for each complete month by which the early pension commencement date precedes the earliest of:

- 
- (1) ~~the day on which the Member will attain 60 years of age (55 for Members in a Public Safety Occupation);~~
  - (2) ~~the day on which the Member would have completed 30 (25 for Members in a Public Safety Occupation) years of Continuous Service, excluding periods of lay-off and absence from employment that are not capable of inclusion in Credited Service, had the Member continued employment with the Municipality; and~~
  - (3) the day on which the Member's age (measured in years and fractions thereof) plus the Member's years of Continuous Service, excluding periods of lay-off and absence from employment that are not capable of inclusion in Credited Service, would have equalled 80 (75 for Members in a Public Safety Occupation) had the Member continued employment with the Municipality,

except that no reduction applies if the Member has a Total and Permanent Disability (as defined in the Income Tax Act) at the date of pension commencement.

**2.25 Prior Plans** means the following pension plans of the Municipality: the Metropolitan Authority Employees' Pension Plan; the Halifax County Municipality Full-time Retirement Pension Plan; the City of Dartmouth Employees' Retirement Pension Plan; and the City of Halifax Superannuation Plan.

**2.26 Public Safety Occupation** means a sworn officer in the police service or the fire service of the Municipality.

**2.27** *Spouse* means either of two individuals, whether of the same or opposite **sex** who

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(1) ~~are married to each other,~~

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(2) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity,

(3) have gone through a form of marriage with each other, in **good** faith, that **is** void and are cohabiting or, if they have ceased **to** cohabit, have cohabited within the 12 month period immediately preceding the date of entitlement, or

(4) not being married to each other and neither being married to another person have lived together in a conjugal relationship for at least one year and are living together in a conjugal relationship **at** the relevant time.

Notwithstanding the above definition, for all applications of the Income **Tax** Act , the definition therein shall apply. The entitlement of any Spouse to any benefit or privilege under or incidental to this Plan is subject to the **limits**, requirements, and restrictions **of** applicable legislation (including the Income **Tax** Act) in force at the time such entitlement arises.

**2.28** *YMPE* means, in respect of any Plan Year, the Year's Maximum Pensionable Earnings **as** defined under the Canada Pension Plan.

In this Plan, reference to the male gender will include **the** female gender and vice versa, and words **importing** the singular number include the plural number and vice versa.

## **Section 3 - Eligibility for Membership**

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### **3.01 Full-Time Employees**

Each full-time Employee hired on or after the Effective Date of the Plan shall become a Member on his date of full-time employment with the Municipality, or such earlier date as may apply under the terms of Section 3.02. For non-bargained positions, full-time employment shall mean 35 hours per week for an indefinite term. For bargained positions, full-time employment shall be as specified by the respective collective agreement. Contract employees are eligible to join the Plan on the same cost-sharing basis as other Members providing their specific contract of employment provides for such membership.

Each full-time Employee who was hired by a Former Municipality or the Municipality before the Effective Date of the Plan will become a member of the Plan as of the Effective Date. Each such Member of the Plan will have the option as of the Effective Date to accrue benefits under the Plan in accordance with:

- (i) the Appendix relating to the Prior Plan of which he was a member; or
- (ii) the Appendix relating to the Current Plan.

### **3.02 Other than Full-Time Employees**

An Employee who is employed on a less than full-time employment basis by the Municipality may become a Member on or after the Effective Date of the Plan, on the first day of the calendar year coincident with or next following the completion of 12 months of Continuous Service, provided he has earned at least 25% of the YMPE in the immediately preceding calendar year, unless otherwise provided by a collective agreement. If an Employee elects not to become a Member upon becoming eligible, the Employee may join the Plan at the beginning of any calendar year thereafter provided he continues to meet the Continuous Service and Earnings criteria specified in this Section 3.02. A part-time Employee who was a

Member of a Prior Plan immediately prior **to** the Effective Date shall **become** a Member of the Plan **on** the Effective Date of the Plan.

### **3.03 Mayor and Councillors**

The Mayor and Councillors of the Municipality ~~as of the Effective Date of the Plan~~ may join the **Plan** on the Effective Date. Thereafter, **a person** who becomes the Mayor or a Councillor may join the Plan on or after his **taking office with** the Municipality.

### **3.04 Termination of Participation Not Permitted**

A Member's participation in the Plan must continue while he remains an Employee. A Member does not cease **to** be a Member merely because he earns less than 25% of the YMPE in a calendar year.

### **3.05 Re-Employment**

#### **(1) pori-Pensioners**

If a former Employee, other than a person described in Section 3.05(2), is re-hired **by** the Municipality and his employment was terminated for more than one year, the Employee is a new Employee for purposes of eligibility for membership and benefits under the Plan, except with respect to **any** vested benefits which he may have to his credit in the Plan for his previous service. **Any** benefit earned after the date of re-hire shall be calculated based on Continuous and Credited Service after that date.

If a former Employee, other than a person described in Section 3.05(2) is re-hired **by** the Municipality, and his employment **was** terminated for less than a year, the Employee has the option to return to the Plan any **transfer/refund** that was made upon his termination of employment plus Interest up to the date the **transfer/refund** is returned to the Plan, and receive credit for his Continuous Service, Credited Service, and Earnings accrued prior **to** his termination of employment. Any such repayment in respect of service prior to January 1, 1990 must be **transferred** from a

registered retirement savings plan, a deferred profit-sharing plan, ~~or from~~ another registered pension plan.

**(2) Pensioners**

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~~If a Member who is receiving a pension from the Plan or another registered~~ pension plan sponsored by the Municipality is ~~re-hired~~ by the Municipality, the ~~Member~~ may elect either:

- (a) to join the Plan immediately upon hire, in which ~~case~~:
  - (i) his pension will be suspended immediately;
  - (ii) the amount of accrued pension will not be altered and recommences on his subsequent termination of Continuous Service; and
  - (iii) any benefit earned after the date of re-employment will be calculated based on ~~service~~ after that date,
- or
- (b) to continue to receive his pension and not accrue further benefits during the period of re-employment.

## Section 4 - Contributions

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### ~~4.01~~ **Required Contributions**

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- (1) Subject to Sections ~~4.01(2)~~ and ~~A6.01~~, the Member and the Municipality shall ~~make~~ contributions in equal proportions to the ~~Plan~~ for each Member until the Member's retirement, death, or termination of employment, equal to such percentage of the ~~Member's~~ Earnings ~~as~~ is required to pay the cost of providing the benefits ~~to~~ which such Member is entitled ~~as~~ determined by the Actuary. Contribution rates will be determined by class, as acceptable to the Superintendent of Pensions (Nova Scotia).

Notwithstanding the first paragraph of this Section ~~4.01(1)~~, for Members contributing to the Plan and participating in accordance with Appendix A (Current Plan), Earnings upon which such Members contribute in any Plan Year shall be limited to an amount ~~of~~ Earnings which, when used to calculate the retirement benefit under Section ~~A3.01~~ for the Plan Year, ~~does~~ not result in a retirement benefit in excess of the limit set out in Section ~~A3.05(a)~~. A Member whose contributions have been limited in any Plan ~~Year~~ by virtue of this provision shall be deemed, in any event, to be making contributions for the purposes of Section ~~A1.02~~.

Notwithstanding the first paragraph of this Section ~~4.01(1)~~, for Members contributing to the Plan and participating in accordance with Appendix B (former City of Dartmouth Employees' Retirement Pension Plan), Member and Municipality contributions shall be made based upon a ratio of 1:1.1.

- (2) Contributions to the Pension Fund, in accordance with Section ~~4.01~~, shall be eligible contributions as defined by the Income ~~Tax~~ Act, and a Member's contribution for any Plan year shall not exceed the maximum amount permitted by the Income ~~Tax~~ Act for that Plan Year.

- (3) A Member in a Public Safety Occupation hired by the Municipality prior to the Effective Date, may elect as of the Effective Date to have his Required Contributions in accordance with Section 4.01(1) increased by .70% of the Member's Earnings. The Municipality shall not contribute such additional contribution as made by the Member pursuant to this Section 4.01(3). This Section 4.01(3) shall not apply to Members who became members of the City of Halifax Superannuation Plan on or after January 1, 1994 and were members of that plan immediately prior to the Effective Date.
- (4) A Member in a Public Safety Occupation hired after the Effective Date shall have his Required Contributions under Section 4.01(1) increased by .35% of the Member's Earnings. For purpose of this Section 4.01(4), Members who became members of the City of Halifax Superannuation Plan on or after January 1, 1994 and were members of that plan immediately prior to the Effective Date shall contribute in accordance with this Section 4.01(4).
- (5) Notwithstanding, Sections 4.01(1), 4.01(3) and 4.01(4), Members who were members of the City of Dartmouth Employees' Retirement Pension Plan and who were members of the respective bargaining units of the Police and Fire Fighters unions, and who continue to accrue future benefits under Appendix B, shall contribute an additional 1.32% of Earnings, in addition to the contributions specified in Sections 4.01(1), 4.01(3), and 4.01(4) and the Municipality shall contribute in respect of such Members an additional 1.45% of Earnings.
- (6) Each Member accruing benefits under the terms and conditions of Appendix A may elect by September 30, 1998 and each September 30 thereafter to contribute to the Plan a percentage equal to the amount contributed by the Member under Section 4.01(1), as applicable, of his Defined Contribution Earnings in accordance with the provisions of Appendix A, with such contributions allocated to the Member's Account, as defined in Appendix A. Each such election will have effect from the first pay period in January following the Member's election.



If a Member elects to contribute under Section 4.01(6), then the Municipality shall contribute, subject to Section 4.01(2), on behalf of the Member, an amount equal **to** the Member's contribution under ~~this Section 4.01(6), with such contributions allocated to the Member's Account, as~~ defined in Appendix A.

- (7) A Member who wishes to purchase Credited Service, **as** defined in Appendix A, Appendix B, Appendix D, or Appendix **E** shall contribute an amount equal to the actuarial cost of such Credited Service as determined by the Actuary and approved by the Committee. The procedures for the purchase of such Credited Service shall be determined by the Committee.
- (8) The Fund shall accept contributions payable by a disability income plan on account of the disability of a Member. The contribution amount and rate of contribution for any such Member shall be the amount and rate payable by the insurance company as at the date of the commencement of the disability.

#### **4.02 Remittance of Contributions**

The Municipality shall remit to the Funding Agent, for deposit to the Pension Fund, all **sums** received by **the** Municipality from a Member or deducted from a Member's pay and contributions payable by the Municipality, **as soon as** possible, and no later than 30 days following the month in which the sums are received or deducted, or payable by the Municipality.

#### **4.03 Increase in Contributions**

If, on the advice of the Actuary, the contributions described in Section 4.01(1) are not sufficient to provide the minimum funding, as required by the Pension Benefits Act, of the benefits accruing in the Plan Year and any unfunded actuarial liability or solvency deficiency that may exist, then the Municipality's and **the** Members' Required Contributions shall be increased in equal amounts (expressed as a percentage of Member Earnings) **so** that the contributions are sufficient to

provide the minimum funding required, subject to acceptability under the Income **Tax Act**. Should **this** arrangement not be acceptable under the Income **Tax Act**, in no event shall **Members'** contributions under the Plan exceed the normal cost of the Plan.

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#### **4.04 Decrease in Contributions**

If, on the advice of the Actuary, and taking into account any funding excess that **may** exist, the contributions described in Section 4.01(1) are **more** than sufficient to provide the minimum funding, as required by the Pension Benefits **Act**, of the benefits accruing in the Plan Year and any unfunded actuarial liability or solvency deficiency that may exist, then the Committee may reduce the Municipality's and Members' Required Contributions, in equal amounts (expressed as a percentage of Member's Earnings).

If the contributions described in Section **4.01(1)** would not be eligible contributions under the Income **Tax Act** then the Committee shall reduce the Municipality's and Members' Required Contributions, in equal amounts (expressed as a percentage **of Members' Earnings**).

#### **4.05 Return of Contributions**

An amount contributed by a Member or the Municipality under Section 4.01 **may** be refunded at any time to the Member or Municipality as applicable where required to avoid the revocation of registration of the Plan under the Income **Tax Act**, subject to the approval of **the** Superintendent of Pensions of Nova Scotia.

## Section 5 - Designation of Beneficiary

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### 5.01 Designation of Beneficiary

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A Member may, by written notice delivered to the third-party administrator of the Plan, as appointed by the Committee, designate a Beneficiary to receive any benefits payable to a Beneficiary on the death of the Member. Notwithstanding any Beneficiary designation made hereunder, the Member's surviving Spouse who was the Spouse at the earlier of death or pension commencement, if there is one, shall be the Member's Beneficiary with respect to any death benefits payable in accordance with the Plan. A Member may revoke or amend such designation in the same manner at any time, subject to any applicable laws governing the designation of beneficiaries.

### 5.02 No Beneficiary

If a Member does not validly designate a Beneficiary, or if the Beneficiary predeceases the Member, any benefits payable to the Member's Beneficiary will be paid in a lump sum to the estate of the Member.

### 5.03 Death of Beneficiary

If a Beneficiary, as a result of a Member's death, is entitled to payments under the Plan and if the Beneficiary dies before receiving any or all of the payments due to him, the Commuted Value of the remainder of the payments will be paid in a lump sum to the estate of the Beneficiary.

## Section 6 - Administration

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### 6.01 **Joint Committee**

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The Halifax Regional Municipality Pension **Committee** (\*Committee\*) consists of 12 persons each of whom are **Members** of the Plan designated as follows:

- (a) Five **persons** designated by the Municipality,
- (b) One person designated by each of the respective unions representing Plan Members employed in the following bargaining units:
  - transit workers
  - inside workers
  - outside workers
  - police service personnel
  - fire service personnel

Notwithstanding the foregoing, should a union cease to be a bargaining agent for the respective Employee group, the person designated by that union shall cease to be a member of the Committee.

Notwithstanding Section 6.01(e), where the bargaining agent is replaced in its entirety by a bargaining agent not already represented on the Committee, the respective Employee group shall designate a single representative who shall become a Member of the Committee.

- (c) One **person** designated by the **Non-Union** Municipality Employees Association (NUMEA),
- (d) One **person** who shall be designated by the Committee in the following manner:

- (i) At the first annual Committee meeting, a Committee member **may** nominate any person or persons from among the retired employees of the Municipality, or Former Municipality;
- (ii) The Committee members shall vote and a **majority** agreement with the **majority** including at least one vote from a Committee member from each of Sections 6.01(a), (b), and (c) above, shall be required for a person to be designated;
- (e) an additional member or members, representing groups not already represented in Sections 6.01(a), (b), and (c), which **may** be added to the Committee upon unanimous agreement of the Committee members as described in Sections 6.01 (a), (b), and (c),

is hereby constituted.

## **6.02 Liability of Joint Committee**

The Committee acts **as** an independent body, and at arm's length from the Municipality. In the performance **of** their duties, Committee **members** shall exercise the care, diligence and skill that a person of ordinary prudence would exercise in dealing with the property of another person.

## **6.03 Term of Office**

The term of office of a member of the Committee shall be at the discretion of the entity which appointed the member under Section 6.01. Such term shall be renewed automatically at its expiry unless the entity which appointed a member otherwise notifies in writing both the Committee and the affected individual, pursuant to Section 6.04(2).

## 6.04 **Resignation, Termination or Vacancy**

### (1) **Resignator**

A member of the Committee may resign from office by giving written notice to **that** effect to **the** Committee. Such resignation shall become effective upon delivery or **any** later date specified in the notice.

### (2) **Termination**

The entity which appointed the Committee member may terminate the term of office of a Committee member they have appointed, following written notice both to the Committee and the affected individual. The term of office of a Committee member who is also an Employee shall be terminated automatically on **the** individual's date of termination of employment with the Municipality.

### (3) **Vacancy**

If a Committee member becomes unable to act or if a seat of the Committee is vacant, the entity which appointed the Committee member, shall designate a **person** to fill the vacancy.

## 6.05 **Officers**

The Committee members shall elect **two** Co-chairpersons from among themselves. The term of such Co-Chairpersons shall be one year. At all times one of such **offices** shall be filled by a Committee member appointed under Section **6.01(b)** and the other such office by a Committee member appointed under Sections **6.01(a)** or **6.01(c)**, with the holding of these offices alternating between representatives under Section 6.01(b), and between representatives under Sections **6.01(a)** or **6.01(c)**, **unless** the Committee agrees otherwise.

## 6.06 **Recording Secretary**

The Committee shall appoint a secretary who shall keep minutes and records of all meetings, proceedings and acts of the Committee. Such recording secretary ("Secretary") need not necessarily be a Committee member in which case any fees associated with the services of the Secretary shall be paid out of the Pension Fund.

## 6.07 **Duties of the Committee**

### (1) **Duty of Disclosure**

The Committee shall have the duty **to** report **regularly** and openly to all ~~parties on all matters which arise with respect to the operation of the Plan,~~ in such manner **as** the Committee shall decide. The Committee, however, shall not be required to report on matters which concern entitlement to individual benefits **by** a specific beneficiary.

### (2) **General Duties and Powers**

The Committee shall have the duty and responsibility to ensure that the Plan operates **so** as to provide the benefits and entitlements under the Plan, and further, the Committee shall ensure that all provisions of the Pension Benefits Act and Regulations of Nova Scotia and **the** Income **Tax** Act **as** it relates to the Committee, are complied with.

- (3) Except as otherwise provided in this Plan, and notwithstanding the generality of the foregoing, the Committee shall have the following powers:
- (a) To administer the Plan in accordance with the provisions of the Plan **so** as to ensure that the Plan provides the pension benefits and other entitlements **as** set out herein.
  - (b) **To** interpret and apply all provisions of the Plan and such interpretation shall be binding upon the parties and all beneficiaries, their heirs, successors and assigns.
  - (c) To lease such premises and lease or purchase such materials, supplies and equipment and to retain and employ **such** services or persons **as** they in their discretion deem necessary or appropriate for the performance of their duties and to pay the **costs** thereof **out of** the Plan.

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(d) Notwithstanding the generality of the foregoing, to hire such plan manager, counsel, instructors, directors, educators and other assistance, professional or otherwise, **as** may be required for the performance of their duties and to ensure the fulfilment of **this Plan**.

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(e) To enter into any and ~~all contracts~~ and agreements, ~~either~~ with private individuals, corporations or with any government agency ~~which can~~ directly or indirectly assist in the purpose ~~of~~ carrying out the terms of this Plan.

(f) To collect, compromise, settle, submit to arbitration and release claims ~~or~~ demands in favour of or against the Plan on such terms and conditions **as** the Committee may deem advisable.

(g) To establish and accumulate **as** part of the Plan a reserve adequate, in the opinion of the Committee, to **carry** out the purposes of the **Plan**.

(h) To pay out of the Plan all real and personal property taxes, income taxes and any other taxes of any kind levied or assessed **upon** the Committee or any monies or securities forming part thereof.

(i) To receive for the purposes of and on behalf of the Fund, contributions or payments from any source whatsoever to the extent permitted by law.

(j) To appoint such agents, investment managers, brokers, bankers and ~~others~~ as they consider necessary or desirable for the purposes of investing the capital and income of the Plan on such terms **as** the Committee determines ~~from~~ time to time.

(k) To authorize such persons to invest, reinvest and divest the monies of the Plan; however, notwithstanding the generality of the



foregoing, the Committee **may** direct its investment counsellors as to the **specific** and particular nature and **type** of investment that meets the objectives of the Committee.

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~~(l) To pay out of the Plan such fees and expenses to such persons~~

- ~~making investments on behalf of the Fund as may reasonably be required.~~
- (m) To obtain from the Employer such information **as may** be deemed necessary for the proper administration of the Plan, and is permitted by law.
- (n) To pay out of the Plan all reasonable and necessary expenses, costs and fees in connection with the collection of contributions and administration of the Plan including, but not limited **to**, the expenses of employment of actuaries, administrators, legal counsel, accountants, **pre-retirement experts**, and clerical assistance. However, no Committee member shall be employed by the Plan in any capacity.
- (o) To do all acts, including the establishment of separate committees, and such other acts whether or not expressly authorized herein which the Committee deems necessary to accomplish the general objectives and enable the beneficiaries **to** obtain the greatest benefits under the Plan in the most efficient and economical manner.
- (p) To authorize borrowings at a chartered bank, trust company or credit union, when necessary for the effective operation of the Plan.
- (q) To provide for training of the Committee at seminars, through the retention of independent trainers, through attendance at conventions and other such bodies, anywhere the Committee deems appropriate and beneficial to the beneficiaries **as** a whole.

- (r) To the extent not here **before** enumerated, all the powers under **the Trustee Act, R.S.N.S. 1989, c.479, as amended,** except that the Committee in investing the Plan shall not be **restricted** to investments **authorized by the Act.**
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(4) **Books of Account Records and Minutes**

- (a) The Committee shall keep true and accurate **books** of account and records of all their transactions, meetings and any action taken at such meetings or **by** informal action of the Committee and such other data as may be necessary for the proper administration of the Plan. The **books,** accounts and records shall be audited annually or more often by an independent chartered accountant as selected by the Committee. Copies of such audit shall **be** made available at all times upon reasonable notice for inspection by parties to this agreement at the office of the third-party administrator of the Plan as appointed by the Committee.
- (b) The Committee shall prepare, execute, file and retain records of all reports required by law **or** deemed by them to be necessary or appropriate for the proper administration of the Plan. The Committee shall also maintain on a current basis all information necessary for the actuarial studies required to be made from **time** to time in connection with the Plan.

- (5) The Committee shall appoint an actuary, investment manager or investment managers and custodian and may without cause remove any of the foregoing and appoint a successor. The actuary, investment managers and custodian shall assume such duties and responsibilities as may be delegated **to them** by the Committee.

## 6.08 **Committee Advice**

The Committee shall retain consultants and professionals to give advice to it with respect to any matters within its power in a manner and frequency as it determines necessary to execute its administrative duties under the Plan.

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## 6.09 **Actuarial Assumptions**

With respect to advice obtained from the Plan's Actuary, the Committee shall maintain the discretion to interpret the Actuary's recommendations respecting actuarial assumptions for the Plan. Additionally, the Committee shall, by majority agreement of the Committee **Members**, decide the actions to be taken with respect to contribution changes which **may** result from any change in actuarial assumptions for the Plan based on the Actuary's advice,

Notwithstanding Sections 4.03 and 4.04, should the Committee decide that a change in contributions is necessary, the Committee shall give to the affected **Member** groups and to the Municipality written notice **of** such change in contributions at least 180 days prior to the scheduled change (for the purposes of this Section 6.09, the 'Notice Period').

Immediately after the Notice Period, and notwithstanding Section 7.01, the Committee **may** take steps to implement the change in contributions, pursuant to Sections 4.03 and 4.04, **as** applicable.

## 6.10 **Meetings**

### (1) **Meetings**

The Committee shall hold an annual general meeting in January or February of each year, After the annual general meeting the Committee shall meet every second month except during July and August.

### (2) **Notice of Meetings**

Either Co-Chairperson or a Committee member if instructed to **do so** by one of the Co-Chairpersons, may call a meeting of the Committee at any time, by giving at least ten days written notice of the time and place of the

meeting to each **Committee member**. Such notice may be delivered in person, by mail or by fax.

Meetings of the Committee may be held at any time without notice, if all Committee members consent thereto.

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Notwithstanding the foregoing, the Co-Chairperson shall call a special meeting of the Committee at any time in response to a request in writing addressed to the Secretary of the Committee by any four members of the Committee, which request shall state the purpose of the meeting.

**(3) Quorum and Vote**

Two-thirds of the Committee members shall constitute a quorum, provided that at least three Municipality representatives and three Union representatives are present.

If no quorum exists, a meeting shall be held 10 days later, at which meeting a quorum shall be deemed to exist. Decisions arising out of this second meeting shall only be overturned at a meeting at which quorum exists which is called for the purpose of reviewing such decisions.

The decisions of the Committee shall be determined by a majority vote of the Committee members present at the meeting except as provided herein. Each Committee member has one vote. Unanimous concurrence of the Committee members of any decision, as evidenced in writing signed by them, is effective without a meeting of the Committee.

**(4) Alternates**

There shall be two alternates for each member, appointed by the body that appointed the member. Either alternate may act in the place of the member when he is not in attendance at the meeting and the alternate shall be entitled to do all acts or things (including the right to vote) the member could do.

Any alternate appointed under this Section **6.10(4)** is entitled **to** attend any meeting of the Committee, but shall have no right **to vote** unless he has been designated to do **so** on behalf **of** the Committee member on account ~~of the absence of such member.~~

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An alternate shall speak through his delegate or he may be recognized by a Co-Chairperson for a particular purpose at the discretion **of** the Co-Chairperson.

#### **6.11 Fees and Expenses**

Committee members shall not be entitled **to** any fee or payment on account of their holding office, but shall be reimbursed by the Pension Fund for all reasonable and necessary expenses incurred by them in the performance of their duties.

The Municipality shall be responsible for lost wages, if any, of any Committee member or their alternate while attending Committee meetings, sub-committee meetings, and other related committee meetings.

#### **6.12 Execution of Documents**

All documents to be executed by the Committee shall be signed by the ~~CO-~~Chairpersons, or by one of the CO-Chairpersons and one of **two** other Committee members **as** appointed by the Committee, and all cheques payable out **of** the Pension Fund shall be signed by the Co-Chairpersons or by such other persons as the Committee may appoint by resolution.

#### **6.13 Conflict of Interest**

A Committee member shall not knowingly permit his interest to conflict with his duties in respect of the Plan. Committee members shall abstain from deliberating and voting on any **matters** likely to place themselves in a situation of conflict between their personal interests and the duties of their office.

During meetings, should a Committee member find himself in a situation of conflict, he shall declare such conflict and physically leave the meeting.

#### 6.14 **Plan Summary**

~~The Committee shall provide each Employee who is eligible to~~ ~~Decome or~~  
required to become a Member of the Plan with a written explanation of the terms and conditions of the Plan and amendments thereto applicable to him, together with an explanation of the rights and duties of the Employee with reference to the benefits available to him under the terms of the Plan, within the time period prescribed by the Pension Benefits Act.

#### 6.15 **Notice of Amendment**

The Committee shall provide a notice and written explanation of an amendment to the Plan to each Member, or any other person entitled to payment from the Pension Fund, who is affected by the amendment, within the applicable time period prescribed by the Pension Benefits Act.

#### 6.16 **Annual statement**

The Committee shall provide annually to each active Member a written statement containing the information prescribed by the Pension Benefits Act in respect of the Member's benefits under the Plan within the time period prescribed under the Pension Benefits Act.

#### 6.17 **Employment or**

~~if a member of the Plan terminates or otherwise ceases to be a~~  
~~Member, the Committee shall give to the Member or to any other person who~~  
becomes entitled to a benefit under the Plan a written statement setting out the  
information prescribed by the Pension Benefits Act in respect of the benefits of that  
Member or other person, within the time period prescribed under the Pension  
Benefits Act.

#### 6.18 **Inspection of Documents**

**The Committee shall make available, at the office of the third-party administrator of the Plan, for inspection by eligible individuals the documents and information concerning the Plan and the Pension Fund as prescribed by the Pension Benefits Act.**

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## **Section 7 - Amendments**

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### **7.01 Amendments to the Plan**

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The Committee may from time to time make amendments to the Plan. Any amendments to the Plan which affect benefits or contributions must be approved by the bargaining units affected, and the Municipality. Any amendment to the Plan affecting one bargaining unit is the financial responsibility of that bargaining unit.

### **7.02 Restrictions on Amendments**

- (1) No amendment shall operate to reduce the pension benefits which have accrued to any Member before the date of the amendment, based on Earnings up to the date of the amendment, subject to Section 7.03.
- (2) Where an amendment results in a certifiable past service pension adjustment as defined by the Income Tax Act in respect of a Member, the amendment shall not apply to the Member prior to certification.

### **7.03 Reduction of Benefits**

The Municipality, on the recommendation of the Committee, may at any time amend the Plan to reduce the benefits provided under the Plan where required to avoid the revocation of registration of the Plan under the Income Tax Act, subject to the approval of the Superintendent of Pensions of Nova Scotia.



## **Section 8 - Pension Fund**

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### **8.01 Pension Fund Administration**

The Pension Fund shall be administered by the Funding Agent in accordance with the Funding Agreement.

### **8.02 Expenses**

All reasonable fees and expenses related to the administration of the Plan may be paid from the Pension Fund.

### **8.03 Investments**

The Committee shall direct the investment of the Pension Fund in accordance with the provisions of the Pension Benefits Act and the Income Tax Act.

### **8.04 Ongoing Surplus**

The treatment of any surplus while the Plan continues in existence, shall be decided upon by the Committee. Any improvements in benefits for Members, shall be subject to the limitations imposed by the Income Tax Act and Section 7.01.

## Section 9 - Future of the Plan

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### 9.01 Continuation of the Plan

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It is intended that the Plan be maintained indefinitely. Notwithstanding, the Municipality and each bargaining unit whose members are **Members of the Plan** may, **by** mutual agreement, amend or discontinue the Plan either in whole **or** in part, with the express approval of the Committee.

### 9.02 Te

- (1) If the Plan is wound up, in whole **or** in part, the assets **of** the Pension Fund shall first be used to provide benefits in accordance with the terms of the Plan and the Pension Benefits Act.
- (2) If the Plan is wound up, in whole or in part, the Municipality and the Members shall not **make** further contributions to the Pension Fund in **respect of the** Plan or the portion **of** the Plan being wound up, as applicable, except **for** amounts due, or that have accrued up **to** the effective date **of** the wind-up and have not been paid into the Pension Fund as required by the Plan and the Pension Benefits Act, plus amounts required **to be** contributed pursuant to the requirements of the Pension Benefits Act, subject to Section 4.01(2).
- (3) If the Plan is wound up, in whole or in part, and the assets in the Pension Fund are not sufficient to pay all the benefits under the Plan **or** the portion **of** the Plan being wound up, as applicable, the benefits payable shall be reduced in the manner prescribed by **the** Pension Benefits Act.

### 9.03 Wind-Up Surplus

If, after provision for benefits payable to or in respect of Members on the wind-up, in whole or in part, of the Plan, assets remain in the Pension Fund or the part of the Pension Fund affected by a partial wind-up, such assets shall be used first to make improvements to the benefits provided to Members, in a manner determined

by the Committee and permitted by the Pension Benefits Act, and up to the maximum prescribed by the Income Tax Act. Any remaining assets shall be shared among the Members, in lump sum cash amounts, in a manner determined by the Committee and permitted by the Pension Benefits Act, and subject to the requirements of the Income Tax Act.

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## Section 10 - General Provisions

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### **10.01 Non-Alienation**

Except as ~~specified to avoid the revocation or registration under the Income Tax Act,~~ and subject to ~~the approval of the Superintendent of Pensions in Nova Scotia,~~ or in accordance with Section 10.02, money payable under the Plan ~~is~~ subject to the following restrictions:

(1) **Non-Enforceable Transactions**

any transaction that purports to assign, charge, anticipate, surrender, or give as security any right of a person under ~~the Plan or~~ money payable under the Plan shall not be enforceable against the Plan; and

(2) **Exemption from Seizure**

money payable under the Plan is exempt from execution, seizure or attachment.

### **10.02 Alienation Of Benefits On Marriage Breakdown**

(1) **Support Obligations**

Upon the breakdown of a ~~Member's~~ spousal relationship, payments under the Plan are subject to execution, seizure or attachment in satisfaction of a court order for support or maintenance enforceable in Nova Scotia ~~or~~ another relevant jurisdiction in accordance with the provisions of the Maintenance Enforcement Act.

(2) **Division of Property**

Upon the breakdown of the relationship between a Member and his Spouse, up to 50% of the pension benefits accrued by the ~~Member~~ under the Plan during that spousal relationship, calculated in accordance with ~~the~~ requirements of the Pension Benefits Act, ~~may~~ be assigned pursuant to a court order.

### 10.03 **Non-Commutation of Pensions**

A pension or deferred pension payable under this Plan **is** not capable of being commuted, except **as** follows:

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~~(1) **if the annual lifetime pension payable of the Member's Normal Retirement**~~

~~– Date is not more than **2% of the YMPE** in the **year** of the Member's termination of Continuous Service, or such other amount **as** may be prescribed for this purpose by the Pension Benefits **Act**, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his entitlement will be paid as a pension, the frequency of which is at the discretion of the **Committee**, but not less frequently than annually, or~~

(2) **as** permitted in accordance with **the** Pension Benefits Act in the event that the life expectancy of the Member is considerably shortened by reason of his mental or physical disability.

### 10.04 **No Right to Employment**

The Plan shall not be construed to create or enlarge any right of any person to remain in the employment of the Municipality, nor shall it interfere in any manner with the right of the Municipality to discharge any person.

### 10.05 **No Right to Municipality Contributions**

Contributions made by the Municipality shall not constitute an enlargement of the amount of any benefit defined in the Plan and shall not at any time create for any person any right, title or interest in the assets of the Pension Fund except as specifically provided in the Plan, or for any person other than the Municipality, any right, title or interest in the assets of the Municipality.

**06 Information to be Provided Before**

Payment of benefits shall not be made until the person entitled to payment of the benefits delivers to the officer of the third party administrator appointed by the Committee:

- (1) satisfactory proof of age of the person and any other person who may become entitled to payment of the pension and any other information that is required to calculate and pay the benefit; and
- (2) if the benefit is payable to a Member or Spouse, a signed declaration of marital status,

provided that after late delivery of the required documents and information, payment of a pension shall be made retroactively to the date on which the pension was to have commenced.

**10.07 Municipality Records**

Wherever the records of the Municipality are used for the purposes of the Plan, the records shall be conclusive of the facts with which they are concerned, unless and until they are proven to be in error.

**10.08 Severability**

If any provision of the Plan is held to be invalid or unenforceable by a court of competent jurisdiction, its invalidity or unenforceability shall not affect any other provision of the Plan and the Plan shall be construed and enforced as if such provision had not been in the Plan.

**10.09 Captions and Headings**

The captions, headings and table of contents of this Plan are included for convenience of reference only and shall not be used in interpreting the provisions of this Plan.

## 10.10 Construction

- (1) The Plan is intended to constitute an employees' pension plan qualified for registration under the Pension Benefits Act and the Income Tax Act.

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- ~~(2) Any provision of the Funding Agreement that is inconsistent with the terms of the Plan shall, to the extent of the inconsistency, be of no force or effect.~~
- (3) The Plan shall be governed and construed in accordance with the laws of the Province of Nova Scotia.

## 10.11 Currency

All benefits payable under the Plan shall be paid in the lawful currency of Canada.

## 10.12 Reciprocal Transfer Agreements

The Committee may enter into reciprocal transfer agreements with other employers provided that the implementation of such agreements does not have an adverse financial effect on the Plan. All such reciprocal agreements shall be acceptable to and filed with the Superintendent of Pensions for the Province of Nova Scotia and with Revenue Canada.

## 10.13 Portability of Benefits

- (1) Notwithstanding any provision of this Plan respecting benefits on termination of employment other than by death or retirement, and subject to the provisions of paragraph (2), any Member (including any Member entitled to an immediate early retirement pension upon termination of employment) may direct that any benefit to which he is entitled on termination of employment other than by death or retirement be transferred to another registered pension plan (if that plan permits such transfers), to a Registered Retirement Savings Plan, prescribed retirement savings arrangement, or used to purchase a deferred annuity, subject to the requirements of Income Tax Regulation 8517 where applicable.

(2) Where a Member elects to transfer the Commuted Value of his accrued pension, such transfer shall be made only on condition that the administrator of the plan receiving the funds agrees to administer the funds transferred in accordance with the Pension Benefits Act.

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(3) The Administrator of this Plan is authorized to accept transfers of funds from the pension plan of a new Member's former employer. In the absence of a reciprocal agreement between this Plan and such former plan, any such transfer shall be administered as if it was an additional voluntary contribution made by the Member subject to the locking-in requirements of the former employer's pension plan and any pension benefits legislation which may apply.

#### 10.14 Pension Adjustment

In no event shall the total of a Member's pension credits under the Plan in any Plan Year, determined in accordance with the Income Tax Act, result in a pension adjustment for the Member as defined by the Income Tax Act in excess of the limits for the year prescribed by the Income Tax Act.



## Section 11 - Limitation on Benefit Increases

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### 11.01 Limitation

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The increase in any member's pension in payment with respect to any year shall not exceed the lesser of 6% and the percentage increase in the Consumer Price Index for the previous year.

# *Appendix A*

## *Current Plan*

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## Section A I – Appendix A Definitions

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~~In the Master Text, specific words and phrases are defined and have applicability to~~  
this Appendix, unless the same word or phrase is defined in **this** Appendix, in which case the definition set out below applies to this Appendix, except where specific reference is made to the Master Text.

A1.01 *Continuous Service* means, subject to Section A6.02, an Employee's uninterrupted period of employment since his last date of hire by the Municipality or any Former Municipality, including any period of lay-off, any period of temporary suspension of employment, paid and unpaid periods of sabbatical, educational, total disability, maternity, paternity, adoption, service in the Armed Forces of Her Majesty or Her Allies excluding periods of enlistment in peace time, and any other approved leave. Continuous Service also includes service transferred in accordance with a reciprocal transfer agreement entered into pursuant to Section 10.12 of the Master ~~Text~~ provided such transfer is completed within twelve months of cessation of membership in the transferring plan.

A1.02 *Credited Service* means:

- (1) the years and months and partial months of the following periods of a Member's Continuous Service while a Member of the Plan:
  - (a) periods in respect of which the Member receives remuneration from the Municipality provided that the Member's contributions pursuant to Section 4.01 of the Master Text continue to be made.
  - (b) Municipality-approved unpaid leaves of absence ~~or~~ unpaid leaves of absence as determined under an applicable collective agreement, provided that the Member's contributions pursuant to Section 4.01 of the Master Text continue to be made.

*LP*

(c) unpaid leaves of absence in respect of a period of **Total** Disability during which:

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~~no~~ ~~the Member receives disability~~ income benefits from a plan sponsored by the Municipality or **the** Member's respective bargaining unit; or

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(ii) the Member is entitled to receive disability income benefits under the Workers' Compensation Act or the Employment Insurance Act;

(d) any period of absence required by law to be granted in respect of maternity or parental leave, provided that the Member's contributions pursuant to Section **4.01** of the Master Text continue to be made during the absence;

(e) any period of Continuous Service for which the Plan Member received Credited Service in accordance with a reciprocal agreement pursuant to Section **10.12** of the Master Text;

provided that:

(i) in respect of periods of absence before January 1, 1991, each period of Credited Service granted under (b) above is limited to a maximum full-time equivalent of **2** years or such other period **as** may be permitted under the Income **Tax** Act; and

(ii) in respect of periods of absence after December 31, 1990, the aggregate of Credited Service granted under (b) and (d) above is limited to a maximum full-time equivalent of 5 years, plus an additional 3 years credited in respect of absences that occur within the **12** month period which

commences at the time of the birth or adoption of a child of *the* Member, or such other period as *may* be permitted under the Income **Tax** Act.

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For a Member who is ~~employed on less than a full-time basis~~, Credited Service is determined for each Plan Year by multiplying the Credited Service determined above by the ratio of the Member's actual hours worked, other than overtime hours, during the Plan Year ~~as~~ defined in the Master Text to the hours regularly scheduled to be worked by full-time Employees, provided that the ~~ratio~~ shall not exceed 1.0. For ~~this~~ purpose, for any period of absence for which Credited Service is granted, the hours the Member would have worked had the Member been actively employed on the same part-time basis that was in effect immediately before the absence, are included in the determination of the ~~ratio~~.

- (2) A Member shall have the right to purchase as Credited Service all or a portion of the period of Continuous Service prior to joining the Plan or any period of leave ~~of~~ absence that is not already Credited Service and for which Credited Service may accrue. The cost to purchase such Credited Service shall be as described in Section 4.01(7) ~~of~~ the Master Text.
  
- (3) A Member shall have the right to purchase as Credited Service all or a portion of the service with a previous employer which was pensionable service under a pension plan after January 1, 1992, registered under the Income **Tax** Act, of the previous employer; providing that subsequent to the purchase of such Credited Service, the Member will have no entitlement remaining under the previous employer's pension plan for the period of service purchased. The cost to purchase such Credited Service shall be as described in Section 4.01(7) of the Master Text.

- (4) A Member shall have the right to purchase as Credited Service all or a portion of the service with a previous employer prior to January 1, 1992 with whom the Committee has entered into a reciprocal transfer agreement, providing such service does not continue to be service in respect ~~of~~ which a pension entitlement remains with the prior employer. The cost to purchase such Credited Service shall be described in Section 4.01(7) of *the* Master Text.
- (5) A Member shall have the right to purchase as Credited Service eligible service prior to January 1, 1992 ~~of~~ relatively short periods (three years or less), with an employer that is associated ~~or~~ affiliated with the Municipality, subject to the Income Tax Act. The cost to purchase such Credited Service shall be as described in Section 4.01(7).of the Master Text.

A1.03 *Defined Contribution Earnings* means remuneration as defined in Exhibit 'A1' received by a Member from the Municipality in excess of Earnings as described in Section A1.04.

A1.04 *Earnings* means remuneration as defined in Exhibit 'A1' received by a Member from the Municipality during a Plan Year, plus, with respect to periods of Credited Service during which a Member does not actually receive remuneration from the Municipality, an amount deemed to be received based on the rate of Earnings the Member was receiving immediately preceding that period. However, deemed Earnings shall not exceed the amount of compensation that is prescribed for this purpose by the Income Tax Act.

For a Member who is employed on less than a full-time basis or for less than a full year, and only for the purpose of determining Highest Average Earnings, Earnings will be determined for each Plan Year by multiplying the Member's Earnings determined above by the ratio of the hours regularly scheduled to be worked by full-time Employees in the Plan Year to the Member's actual hours worked, other than overtime hours, during the Plan Year.

A1.05 **Highest Average Earnings** means the annual average of a Member's Earnings over the 36 consecutive calendar months of Credited Service in the Plan and ~~Prior Plans preceding the Member's~~ termination of Continuous Service for which the highest average is attained.

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In cases where a period of 36 consecutive calendar months of Credited Service does not coincide with 3 consecutive Plan Years, the total Earnings for a period shorter than a Plan Year shall be pro-rated based on completed months of Credited Service. In such cases, the annual average is determined as the sum of (1), (2) and (3) divided by 3 where:

- (1) is the portion of the Member's Earnings for the most recent Plan Year included in the 36 consecutive month period, determined by pro-rating total Earnings during that Plan Year based on complete calendar months from January 1, of the Plan Year to the end of the period;
- (2) is the sum of the Member's Earnings for each of the two Plan Years immediately preceding the Plan Year in (1) above; and
- (3) is the portion of the Member's Earnings for the third Plan Year preceding the Plan Year in (1) above, determined by pro-rating total Earnings during that Plan Year based on the number of complete calendar months from that Plan Year as is necessary to complete the 36 consecutive month period.

If a Member has not completed 36 calendar months of Credited Service, his Highest Average Earnings shall be his total Earnings for his complete calendar months of Credited Service in that shorter period divided by the number of his completed months of Credited Service in that shorter period.



**A1.06 Member's Account** means the aggregate of contributions made in respect of the Member in accordance with Section **4.01(6)** of the Master Text, plus Interest.

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**A1.07 Normal Retirement Date** means ~~the normal retirement date of a Member~~ described in Section **A2.01**.

**A1.08 Total Disability** means a disability throughout which the Member is physically or mentally impaired **so** that he is prevented from performing the duties **of** employment in which he was engaged prior to the impairment and which is certified, in writing, by a medical doctor licensed to practice in Canada or where the Member resides.

## Section A2 – Appendix A Retirement Dates

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### **A2.01 Normal Retirement Date**

Normal Retirement Date means the first day ~~of~~ the calendar month ~~coincident~~ with or next following the date ~~on~~ which the Member attains age 65.

Notwithstanding the above, for a Member in a Public Safety Occupation, age 65 is replaced by age 60.

### **A2.02 Early Retirement Date**

If the Continuous Service ~~of~~ a Member terminates for a reason other than death after:

- (1) he has attained age 55 (age 50 for a Member in a Public Safety Occupation), and before his Normal Retirement Date; or
- (2) he has attained his Optional Retirement Date pursuant to Section A2.03,

the Member is considered to have retired ~~on~~ his early retirement date. His early retirement date is the first day of the calendar month coincident with or next following the date ~~on~~ which the Member's Continuous Service terminates.

Notwithstanding the above, for a Member in a Public Safety Occupation, **age** 55 is replaced, for purposes of this Section **A2.02** by age 50.

### **A2.03 Optional Retirement Date**

Optional Retirement Date means the first day of the month coincident with or next following the earlier of:

- (1) the date on which the Member's age plus Continuous Service equals or exceeds 80; and

- (2) the date **on** which the Member attains **age 60**.

Notwithstanding the above, for a Member in a Public **Safety** Occupation who **contributes in accordance with Sections 4.01(3) or 4.01(4) of the Master Text,**

**80 is replaced, for purposes of this Section A2.03, by 75.**

#### **A2.04 Postponed Retirement Date**

If either:

- (1) the Continuous Service of a Member terminates after his **Normal Retirement Date**; or
- (2) a Member is still employed on December 1 in the calendar year in which he attains or will attain age 69,

the Member is considered to have retired on his postponed retirement date. His postponed retirement date is the first day of the calendar month coincident with or next following the earlier of the events in (1) and (2) above.

## Section A3 – Appendix A Retirement Benefits

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### A3.01 Normal Retirement Pension

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#### **A Member whose Continuous Service terminates on his Normal Retirement**

Date or in the month immediately before his **Normal Retirement Date** is entitled to receive an annual pension payable in equal monthly instalments commencing **on** his **Normal Retirement Date**, in an amount equal to **2%** multiplied by the Member's Highest Average Earnings multiplied by the Member's Credited Service.

### A3.02 Early Retirement Pension

- (1) A Member who retires early pursuant to Section A2.02 is entitled to receive an annual pension payable in equal monthly installments, commencing **on** the first day of any calendar month on or following his early retirement date but before his **Normal Retirement Date**, calculated in accordance with Sections **A3.02(2)** or **A3.02(3)** below.
  
- (2) If the Member, **on** his early retirement date, has attained his Optional Retirement Date pursuant to Section A2.03 assuming continued employment by the Municipality up to his early retirement date, his pension shall be calculated according to the formula in Section **A3.01** based on his Credited Service to his early retirement date, without any reduction for early retirement.
  
- (3) If the Member, **on** his early retirement date, has not attained his Optional Retirement Date pursuant to Section A2.03 assuming continued employment by the Municipality up to his early retirement date, his pension shall be calculated according to the formula in Section A3.01 based on his Credited Service to his early retirement date, and shall be reduced by  $\frac{1}{2}$  of 1% for each month by which the early retirement date precedes the Member's Optional Retirement date, assuming continued employment by the Municipality.

Notwithstanding this Section **A3.02**, where the conditions for the application of the Prescribed Reduction, as defined in the Master ~~Text~~ and as described ~~therein apply, the early retirement pension~~ paid under ~~this~~ Section **A3.02** shall be reduced by said Prescribed Reduction.

### **A3.03 Postponed Retirement Pension**

A Member who retires pursuant to Section **A2.04** is entitled to receive a pension commencing on his postponed retirement date calculated according to the formula in Section **A3.01** based on Credited Service ~~to~~ his postponed retirement date.

### **A3.04 Minimum Benefit With Respect to Required Contributions**

If, upon the termination of a Member's Continuous Service:

(a) ~~the~~ Member's Required Contributions under Section 4.01 of the Master ~~Text of~~ this Plan, and any Prior Plan plus Credited Interest to the date of the determination,

exceed

(b) 50% of the Commuted Value of the Member's pension comprised of (i) and (ii) as ~~follows~~:

(i) the pension accrued or granted to him under Section **A3.01** and any Prior Plan, plus

(ii) any benefit improvement granted to him under this Plan and any Prior Plan,

the Member, or the Member's Spouse or Beneficiary, as applicable, is entitled to receive ~~a~~ refund of the excess contributions.

Notwithstanding, ~~this~~ Section A3.04 shall not apply to Required Contributions or benefits in respect of Credited Service as defined in Section A1.02(2), A1.02(3), A1.02(4), and A1.02(5).

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**A3.05 Maximum Pension Provisions**

Notwithstanding ~~my~~ other provision of this Plan to the contrary, the annual lifetime pension payable to a Member under this Plan in the form of pension to be paid to the Member, including a pension payable under any other registered pension plan of the Municipality and any portion of pension payable to a Member's Spouse or former Spouse pursuant to Section 10.02 of the Master Text, determined at the time of pension commencement, shall not exceed the years of pensionable service of the Member multiplied by the lesser of:

- (a) \$1,722.22 or, for the portion of Credited Service that is purchased after June 7, 1990 with respect to a period prior to 1990 that was not pensionable service under a defined benefit provision of a registered pension plan, \$1,150; and
- (b) 2% of the average of the Member's best 3 consecutive years' highest average compensation from the Municipality,

reduced, if the pension commencement date precedes the earliest of the days described in the Prescribed Reduction (as defined in the Master Text), by the Prescribed Reduction.

This Section A3.05 does not apply to that portion, if any, of the pension derived from a Member's excess contributions, or the Member's Account.

For the purpose of this Section A3.05, pensionable service and highest average compensation shall have the meaning assigned in the Income Tax Act.

### **A3.06 Small Benefit Commutation**

If the annual lifetime pension payable at the Member's Normal Retirement Date is not more than 2% of the YMPE in the year of the Member's termination of Continuous Service, or such other amount as may be prescribed for this

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purpose by the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election his entitlement will be paid as a pension the frequency of which is at the discretion of the Committee, but not less frequently than annually.

### **A3.07 Benefit from Member's Account**

In addition to any other retirement benefits payable under this Section 6 on his pension commencement date the Member shall receive the annual pension which can be purchased with the value of the Member's Account payable in the normal form of pension in Section A4.02(a)(i) or A4.02(b)(i) as applicable, or, if applicable, an optional form of pension selected by the Member under Section A4.

### **A3.08 Increases to Pensions in Payment**

Subject to Section 11.01 of the Master Text, pensions in the course of payment may be increased from time to time as provided by the Committee.

The amount of increases shall be as provided by actual investment returns (net of expenses) in excess of 7.5% or such other rate as may be amended from time to time. This result will be determined cumulatively since the Effective Date of the Plan. It will be net of any previously granted pensioner increases and net of any changes in liability associated with amendments to this Section A3.08.

## Section A4 – Appendix A Form of Pension Benefits

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### A4.01 Pension Calculation According to Normal Form

The amount of pension ~~to be provided to a Member is calculated according to~~ the normal ~~form of~~ pension ~~and is payable in that normal form of pension~~ unless the Member elects the optional ~~form of~~ pension pursuant to Section **A4.04**. Payment of the ~~pension~~ shall be by electronic transfer of funds or by a method determined by the Committee.

### A4.02 Normal Form of Pension Benefit

The normal form of pension ~~is~~ as follows:

(a) Member With a Spouse

- (i) For a Member who has a Spouse on the date on which pension payments commence, the normal form of pension is a joint and survivor pension which is payable in equal monthly instalments for the life of the Member, and payable after ~~the~~ Member's death to the Member's Spouse for the Spouse's life in monthly instalments and equal ~~to 66<sup>2</sup>/<sub>3</sub>% of~~ the amount of the monthly pension being received by the Member at the time of the Member's death.
- (ii) If both the Member and the Spouse die before receiving payments in accordance with Section **A3.01** which in total equal the Member's Required Contributions made pursuant to Sections **4.01(1)**, **4.01(3)**, **4.01(4)**, **4.01(5)** and **4.01(7)** of the Master Text accumulated with Credited Interest to the Member's pension commencement date, the Member's Beneficiary (or the Spouse's Beneficiary if the Member is predeceased by the Spouse) is entitled to receive the value of the remaining balance of such contributions in a lump ~~sum~~.



For purposes of this Section **A4.02(a)**, Spouse means the Member's Spouse on the date on which pension payments commence.

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**(b) ~~Member Without a Spouse~~**

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- (i)** For a Member who has no Spouse ~~on~~ the date on which pension payments commence, ~~the normal form of pension is a pension payable in equal monthly instalments for the life of the Member and in any event for a period of not less than 120 months. If the Member dies before receiving 120 monthly payments, the Member's Beneficiary is entitled to receive the value of the remaining balance of the 120 monthly payments in a lump sum. If the Member dies after receiving 120 monthly payments, the last payment shall be the payment for the month in which the Member's death occurs.~~
- (ii)** Notwithstanding the above, on the Member's death, if the total of all payments made to the Member prior to his death and to the Beneficiary, if applicable, is less than the Member's Required Contributions under Sections **4.01(1)**, **4.01(3)**, **4.01(4)**, **4.01(5)** and **4.01(7)** of the Master ~~Text~~, as applicable, accumulated with Credited Interest to the Member's pension commencement date, the estate of the Beneficiary, or a named Beneficiary, if applicable, is entitled to receive the value of the remaining balance of such contributions in a lump **sum**.

**A4.03 Waiver of Automatic Form of Pension for Members with a Spouse**

A Member who has a Spouse may elect the form of pension specified in Sections **A4.02(b)** or Section **A4.05** if:

- (i)** the Member delivers to the Committee, within the 12-month period immediately preceding the date upon which payment of the pension is **to commence**, ~~the~~ written waiver of the Member and ~~the~~ Member's Spouse in the form prescribed under the Pension Benefits Act; and

- (ii) this waiver is not revoked **by** either the Member or the Member's Spouse prior **to the** commencement of the pension.

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#### **A4.04 Election of Optional Form**

In lieu of the normal form **of pension payable according to Section A4.02**, and subject to the restriction under Section A4.03, a Member **may** elect, before pension commencement, to receive the Member's pension benefit in an optional **form** of pension according to Section A4.05 (or Section **A4.02(b)** for a Member with a Spouse).

#### **A4.05 Optional Form of Pension Benefit**

For a Member who has no Spouse on the date on which pension payments commence, such Member may elect a **form** of pension which is a joint and survivor pension payable in equal monthly instalments for the life of the Member, and payable after the Member's death **to** the Member's infirm dependant child until the dependant's death or until the dependant child ceases to be infirm, if earlier, in monthly instalments and equal **to 66<sup>2</sup>/<sub>3</sub>%** of the amount of the monthly pension being received by the Member at the time of the Member's death, provided however, that the benefit payable from the Plan under this option shall be the Actuarial Equivalent of the pension payable under Section **A4.02(b)** and subject, in any **event**, to meeting any applicable federal and provincial legislative requirements.

Notwithstanding the above, if both the Member and the dependant die before receiving payments which in total equal the Member's Required Contributions made pursuant to Sections **4.01(1), 4.01(3), 4.01(4), 4.01(5)** and **4.01(7)** of the Master Text accumulated with Credited Interest to the Member's pension commencement date, the Member's Beneficiary (or the dependent's beneficiary if the Member is predeceased **by** the dependent) is entitled to receive the value of the remaining balance of such contributions in a lump sum.

**A4.06 Transfer of Lump Sum to RRSP**

If the person who is entitled to receive a lump sum payment under any of the forms of pension payable under the Plan is the Member's Spouse or former Spouse, that person may elect to have that amount transferred directly on his behalf to a registered retirement savings plan.

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## Section A5 – Appendix A Termination Benefits

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### ~~A5.01 Termination Benefits~~

#### ~~(1) Termination Before 24 Months of Membership~~

A Member whose Continuous Service terminates for any reason other than death or retirement before he has completed **24** months of Continuous Service while a Member is entitled to receive a lump sum refund of his Required Contributions under Sections **4.01(1)**, **4.01(3)**, **4.01(4)**, **4.01(5)** and **4.01(7)** of the Master ~~Text~~, plus Credited Interest, plus a lump sum refund of his contributions made pursuant to Section 4.01(6) of the Master Text plus Interest.

#### ~~(2) Termination After 24 Months of Membership and Before Attaining 55 Points~~

A Member whose Continuous Service terminates for any reason other than death or retirement after he has completed **24** months of Continuous Service while a Member, and whose age plus Continuous Service is less than **55**, is not permitted to withdraw any of his Required Contributions, and in lieu thereof, is entitled to receive the deferred unreduced pension accrued to the Member under Section ~~A3.01~~ based on his Credited Service to his termination date, commencing to be paid at the Member's Optional Retirement Date pursuant to Section ~~A2.03~~, without assuming continued employment by the Municipality.

The deferred pension payable pursuant to this Section ~~A5.01(2)~~ shall be subject to annual indexation effective April 1 of any Plan Year at the rate of increase in the Average Industrial Wage ~~from~~ the second previous Plan Year to the immediately previous Plan Year. Indexation shall commence on the first day of the month coincident with or following termination of employment and continue up to April 1 immediately prior to the date ~~the~~ deferred pension benefit commences

payment. In the first year following termination of employment, the indexation shall be prorated.

(3) Termination After 24 Months of Membership and After Attaining 55 Points

A Member whose **Continuous Service terminates for any reason other** than death or retirement after he has completed 24 months of Continuous Service while a Member, and whose age plus Continuous Service equals or exceeds 55, is not permitted to withdraw any of his Required Contributions, and in lieu thereof, is entitled to receive the deferred unreduced pension accrued to the Member under Section A3.01 based on his Credited Service to his termination date, commencing to be paid at the Member's Optional Retirement Date, pursuant to Section A2.03, assuming continued employment by the Municipality.

(4) Benefit from a Member's Account After 24 Months of Membership

A Member whose Continuous Service terminates for any reason other than death or retirement after he has completed 24 months of Continuous Service while a Member is entitled to receive an immediate pension, purchased with the value of the Member's Account on his pension commencement date.

A5.02 Refund of Excess Required Contributions

Upon termination of Continuous Service, for any reason other than death or retirement, a Member is entitled to receive, if the Member is entitled to receive a deferred pension under Sections A5.01(2) or **A5.01(3)**, a refund of any excess contributions determined in accordance with Section A3.04.

A5.03 Early Commencement of Deferred Pension

A Member whose Continuous Service terminates before he is eligible to retire pursuant to Section A2.02 and who is entitled to receive a deferred pension under Sections A5.01(2) or A5.01(3) may elect to commence receiving this pension on the first day of any calendar month coincident with or following

his attainment of age 55 (age 50 for Members who are in a Public Safety Occupation) if he is not otherwise entitled to commence to receive his pension at an earlier date pursuant to Section **A5.01(2)** or Section **A5.01(3)**, and prior to ~~his Normal~~ Retirement Date. The amount of his pension will be reduced by  $\frac{1}{2}$  of 1% for each month by which ~~the pension commencement date precedes the~~ date on which ~~the~~ deferred pension ~~would have commenced pursuant to~~ Sections **A5.01(2)** or **A5.01(3)** as applicable, subject to the reductions in Regulation **8503(3)(c)** of the Income Tax Act.

#### A5.04 **Transfer of Value of Pension**

- (1) Subject to Sections **A5.04(2)** and **(3)**, a Member who is entitled to receive a deferred pension under Section A5, or who is entitled to receive an immediate pension under Section A3 and has not yet attained Normal Retirement Date may elect not to receive the deferred or immediate pension and instead to have the Commuted Value of the deferred or immediate pension, plus Credited Interest and the value of the Member's Account, if applicable:
  - (a) transferred directly on his behalf on a locked-in basis to another registered pension plan, provided that the administrator of that pension plan agrees to accept the transfer;
  - (b) transferred directly on his behalf on a locked-in basis to a registered retirement savings plan or life income fund or any other retirement funding arrangement that may be prescribed for this purpose by the Pension Benefits Act; or
  - (c) applied to purchase a deferred or immediate life annuity under which he is the annuitant from an insurance company licensed to transact business in Canada provided payment of the annuity will not commence before the earliest date on which the Member was entitled to receive pension payments under the Plan.

- (2) The Committee shall not permit a transfer or purchase under Section A5.04(1) unless the Committee **is** satisfied that **the** transfer or purchase complies with the requirements of the Pension Benefits Act and the Income **Tax** Act.
- 

- (3) Amounts transferred in accordance with Section **A5.04(1)(a)** to a defined contribution provision of a registered pension plan, and amounts transferred in accordance with Section **A5.04(1)(b)**, shall not exceed the maximum amount prescribed for this purpose by the Income **Tax** Act. The excess of the Commuted Value plus Credited Interest, if any, over the amount transferred will at the Member's election be paid directly to the Member in cash, if permitted under both the Income Tax Act and the Pension Benefits Act.

#### **A5.05 Transfer of Refund to RRSP**

A Member **who** is entitled to a refund of contributions under Section **A5.01(1)** or **A5.02** may elect to have that amount transferred directly on his behalf to a registered retirement savings plan, subject to the application of the maximum prescribed for this purpose by the Income Tax Act.

#### **06 Small Benefit Commutation**

If the annual lifetime pension payable at the Member's Normal Retirement Date is not more than 2% of the YMPE in the year of the Member's termination of Continuous Service, or such other amount as may be prescribed for this purpose by the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of his pension or deferred pension in full satisfaction of his entitlement to a pension under the Plan. If the Member does not make such an election, the entitlement will be paid as a pension the frequency of which is at the discretion of the Committee, but not less frequently than annually.

### **Section A6 – Appendix A Disability Accrual**

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#### **A6.01 Member Required Contribution During Disability**

A Member who becomes Totally Disabled after April 1, 1998 and whose net income while Totally Disabled is less than his net income immediately prior to becoming Totally Disabled, is exempted from the requirement to make

~~contributions to the Plan during a period of Total Disability that is included in~~

Credited Service under Sections ~~A1.02(c)(i) or A1.02(c)(ii) (in this Section A6~~ referred to as a period of credited Total Disability), except to the extent that the Member is entitled to benefits under a disability income plan for the purpose of providing payment of all or a portion of the Member's contributions to the Plan.

For the purposes of this Section A6.01 "net income" means income received from the Municipality or any disability income plan less applicable income taxes and applicable deductions including Canada Pension Plan, Employment Insurance, and Plan contributions. Applicable income taxes and applicable deductions may be as deducted at source by the Municipality or an insurance company, or as payable by the Member directly, either immediately or in conjunction with the filing of a tax return.

For purposes of this Section A6.01, "disability income plan" shall include disability income plans sponsored by the Municipality or a bargaining unit of the Municipality, the Canada Pension Plan, or the Workers Compensation Board.

At such time as a Member's net income while Totally Disabled is greater than or equal to his net income immediately prior to his Total Disability, such exemption from the requirement to make contributions to the Plan shall cease.

Notwithstanding this Section A6.01, if a Member stops being Totally Disabled in respect of a disability which commenced prior to April 1, 1998, and within 12 months, becomes Totally Disabled again for the same or related causes, the disability is considered to be a continuation of the previous disability and the



Member would not be exempted from the requirement to make contributions to the Plan.

**A6.02 ~~Continuation and Termination of Continuous Service~~**

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~~During a period of credited total Disability a Member's Continuous Service is~~  
~~deemed to continue until the earlier of:~~

- (1) his Normal Retirement Date; and
- (2) the day on which he ceases to receive benefits from a disability income plan as defined in Section A6.01.

### A7.01 Death Benefits Before Commencement of Pension

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#### (1) Death Before Eligibility for an Immediate Pension

If a Member's Continuous Service terminates due to his death and he was not eligible to retire early pursuant to Section A2.02, the death benefit payable is calculated pursuant to Section A5.01. Any amount payable to a Member's Spouse or Beneficiary under this Section A7.01(1) is payable in a lump sum.

#### (2) Death After Eligibility for an Immediate Pension

If a Member's Continuous Service terminates due to his death and he was eligible to retire early pursuant to Section A2.02,

- (a) if the Member has a Spouse at **the time** of death, **the** Member's Spouse is entitled to receive a pension equal to **66<sup>2</sup>/<sub>3</sub>%** of the pension accrued to the Member under Section A3.01, plus the value of the Member's Account. If **the** Commuted Value of the benefit payable to **the** Spouse under this Section **A7.01(2)(a)** is less than the benefit payable pursuant **to** Section A5.01 assuming the deceased Member had terminated employment immediately prior to death, the excess value is payable to the Spouse in a lump sum. If the Spouse dies before receiving payments, including **lump** sums, which in total equal the Member's contributions accumulated with Credited Interest **to** the Member's date of death, the Spouse's Beneficiary is entitled to receive the value of the remaining balance; or
- (b) if the Member has no Spouse at the time of death, his Beneficiary is entitled to receive a benefit calculated pursuant to Section A5.01, and payable in a lump sum.

#### **A7.02 Refund of Excess Contributions**

In addition to any other death benefit payable under Section A7 the Member's Spouse, or if he has no Spouse, his Beneficiary is entitled to receive a refund of any excess contributions determined under Section A3.04.

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#### **A7.03 Payment of Death Benefit and Transfer to RRSP**

- (1) Any death benefit payable in a lump sum under Section A7 shall be paid as soon as is practicable after the death of the Member.
  
- (2) If the person to whom a lump sum amount or a refund of the Member's contributions is payable under Section A7 is the Member's Spouse or former Spouse, that person may elect to have the amount transferred directly on his behalf to a registered retirement savings plan.  
Notwithstanding the above, any excess value pursuant to Section A7.01(2)(a) is not eligible for such transfer.

#### **A. Death Benefit After Commencement of Pension**

Any death benefit payable upon the death of a Member after his pension commencement date is determined in accordance with the form of the pension being paid to the Member pursuant to Section A4.

## Exhibit A1 – Pay Codes

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The following compensation types are Earnings as defined in Section A1.04:

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<b>Pay Code</b>	<b>Pay Code Description</b>
ABL	Authority Business Leave
<b>ADV</b>	Advance pay
<b>AP</b>	Acting pay
BSB	<b>Bus</b> standby time
COMP	Compassionate Leave
CONF	Conference Leave
DIRT	Dirt Pay
<b>EQUI</b>	Equipment Pay
<b>ERL</b>	Early retirement leave
FE	Family illness/emergency leave
JD	Jury <b>Duty</b>
<b>MAPY</b>	Metro Authority Acting Pay.
<b>MML</b>	Miscellaneous Meeting Leave
MOA	Municipal Officers Allowance
<b>OJC</b>	OJI correction code
OJI	On the job injury leave
<b>OTH</b>	Other leave with pay
PLDC	Paid Leave for Dist. Chiefs
<b>PT</b>	Promotional travel leave
PVC	Pre 85 Vac Cole Harbour Fire
PVL	Pre <b>'70/80</b> vacation leave
RCL	Recreation Coord Leave
REG	Regular <b>earnings</b>
REGB	Regular earnings • bus drivers
REGC	Regular earnings - council
REGL	Regular pay - DRL addtl hrs
REGS	Salary continuance-restructure
REGT	Regular Pay-transfer to t4a
REGX	Regular Pay - additional pos.
RETR	Retroactive pay
RG SX	Regular Sportsplex

<b>Pay Code</b>	<b>Pay Code Description</b>
SBL	Safety Banquet Leave
SEWP	Sewer Pay
<del>SF</del>	<del>Start &amp; finish time</del>
SH	Statutory holiday leave
SHT	Stat Holiday - Transit
SIC2	Sick leave not banked
SICK	Sick leave
SLT	Sick Leave - Transit
SP	Service Pay
SPL	Fire - Special Leave
SPLE	Special Leave - Snow & Ice
ST	Shift Trade - Firefighters
SUP	Supervisory Pay
SWP	Suspension with pay
TL	Training leave
TOIL	Time off in lieu
TPP	Training Pay <b>(MA)</b> PENSIONABLE
UND	Union Duty
UNL	Union Leave
VAC	Vacation Pay
VACN	Vacation leave fisc
VLT	Vacation Leave - Transit
VLV	Vacation leave (cal)
WCB	WCB/Injury on duty leave

The following compensation types are Defined Contribution Earnings as defined in Section A1.03:

<b>Pay Code</b>	<b>Pay Code Description</b>
CALL	Pay for being on call
CB	Call back during vacation
CIWP	Called in to work pay
CONV	Conversion time to pay
CT	Court-time (1.5x)

<b>Pay Code</b>	<b>Pay Code Description</b>
CT2X	Court-time (2x)
OT	OT cashed 1.5x
<del>OT1</del>	<del>Overtime cashed from bank</del>
<del>OT2X</del>	<del>Over-me 2x cashed</del>
<del>OT3X</del>	<del>Triple over-time</del>
OTR	Overtime Retro Adjustment
ROT	Regular rate over-the
RPNP	Retro pay, not pensionable
SADJ	Shift Adjustment
SANP	Shift Adjust. not pensionable
SB	Standby pay
SBF	Stand-by Fire Department
SD	Shift Differential
SDNP	Shift diff. not pensionable
SH2X	Stat Holiday Double Time
SHC	Statutory Holiday <b>Cash</b>
SHOT	Stat holiday over-time 1.5
SPRE	Sunday Premium Pay
TP	Training Pay (MA)
VCON	Conversion of vacation days \$\$
VOT	Vacation Over-time (MA)

Notwithstanding the above, the following compensation types are Defined Contribution Earnings upon which Members who elect to contribute on Defined Contribution Earnings will contribute at twice the normal contribution rate. The Municipality does not contribute on the following types of Defined Contribution Earnings for any Employee.

<b>Pay Code</b>	<b>Pay Code Description</b>
EXD	<b>Extra</b> Duty (police)
EXD2	Extra Duty after 10:00 p.m.

*Appendix B*

*Prior City of Dartmouth  
Employees' Retirement  
Pension Plan*

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## Section B1 – Appendix B Definitions

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In the Master **Text**, specific **words** and phrases are defined and have applicability to this **Appendix**, unless the same **word** or phrase is defined in this Appendix, in which case the definition set out **below** applies to this **Appendix**, **except where specific** reference is made to the Master **Text**.

**B1.01** **Best *Average Earnings*** means:

- (a) For a Member other than a Member described in paragraph (b), 12 times the monthly average of a Member's earnings during the 60 consecutive months of Credited Service preceding the Member's retirement, death, or termination of employment in which the highest average is attained. If a Member has not completed 60 months of Credited Service, the Member's Best Average Earnings shall be based on the average of the Member's earnings during the months of the Member's Credited Service; or
- (b) For a Plan B Member who belongs to the respective bargaining unit of the police or firefighters unions, 12 times the monthly average of a Member's earnings during the 36 consecutive months of Credited Service preceding the Member's retirement, death, or termination of employment in which the highest average is attained. If a Member has not completed 36 months of Credited Service, the Member's Best Average Earnings shall be based on the average of the Member's earnings during the months of the Member's Credited Service.

**B1.02** ***Continuous Service*** means an Employee's uninterrupted period of employment since the Member's last date of hire by the Municipality, including any period of lay **off**, any period of temporary suspension of employment, paid and unpaid periods of sabbatical, educational, **Total** Disability, maternity, paternity, adoption, or other leave approved by the Municipality, subject always to the **limits** set out in Regulation 8507 of the Income **Tax** Act.

**B1.03 Credited Service** means the years of a Member's Continuous Service as a Member of the Plan and shall include the following:

- (a) ~~For any Employee hired on a Full-Time basis prior to the Effective Date of the Plan and who joined within 60 days after the Effective Date, Credited Service shall include all time actively at work on a Full-Time basis. Those Employees who did not join within 60 days after the Effective Date shall have their Credited Service counted from the date Plan contributions are first deducted from their pay.~~
- (b) For any Employee hired after the Effective Date of the Plan, Credited Service shall be counted from the date that the Employee is first required to make contributions to the pension plan in compliance with Section 4.01(1) of the ~~Master Text~~.
- (c) Any Credited Service with a previous employer transferred to the Municipality under the terms of a reciprocal transfer pension agreement between the Municipality and the previous employer.
- (d) Any paid leave of absence for which the Employee makes contributions to the plan.
- (e) Unpaid periods of layoff, sabbatical, educational, maternity, paternity, adoption or other leave approved by the Municipality provided the Employee makes contributions to the pension plan at least equal to what the Employee would have contributed through payroll deduction had the, Employee not taken the unpaid leave but not more than the Employee and Municipality share combined. Such contributions must be completed within one year after return to work,
- (f) Any period during which the Member is **Totally** Disabled and in receipt of long-term disability **benefits** from a plan sponsored by the Municipality or recognized by the Committee for this purpose, provided the Employee

makes contributions to the Pension Plan at least equal to what the Employee would have contributed through payroll deduction, or the disability plan sponsored by the Municipality or recognized by the Committee for this purpose pays **benefits** on account of pension contributions ~~of the Employee that are contributed to the Fund.~~

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- (g) ~~For~~ police officers who were hired ~~on~~ a Full-Time basis prior to the Effective Date of the Plan, and who joined the Plan prior to January 1, 1975, Credited Service shall include all time actively at work ~~as~~ a police officer on a Full-Time basis. Those police officers who were hired on a Full-Time basis prior to the Effective Date of the Plan, and who did not join until after January 1, 1975, shall have their Credited Service counted from the date Plan contributions were first deducted from their pay.
  
- (h) Any Credited Service transferred from the Plan to a subsequent employer under the terms of a reciprocal transfer pension agreement between the Plan and the subsequent employer shall reduce the Member's Credited Service under this Plan.

Provided that:

- (i) In respect of periods of absence before January 1, 1991, a period of Credited Service granted under (e) above is limited ~~to~~ a maximum Full-Time equivalent of **two** years; and
  
- (j) In respect of periods of absence after December 31, 1990, the aggregate of Credited Service granted under (e) above is limited to a maximum Full-Time equivalent of eight years provided that not ~~more~~ than five of those eight years are credited in respect of absences that are not within the 12 month period which commences at the time of the birth or adoption of a child of the Member. The Full-Time equivalent years of Credited Service shall be determined as the sum of the ratio of A to B, for each Plan Year after 1991, where A and B are defined as follows:

(A) The amount that it ~~is~~ reasonable to consider would have been the ~~Member's~~ remuneration for all periods of unpaid absence ~~granted~~ under (e) ~~above~~ during the Plan Year if ~~the Member~~ had rendered ~~services to the Municipality throughout each such period of absence:~~

- (a) on a regular basis;
- (b) at the same Full-Time or Part-Time ~~basis~~ that applied before the absence; and
- (c) at a rate of remuneration that is commensurate with the rate of remuneration the Member would have earned had the Member rendered services to the Municipality throughout the period of absence.

(B) The amount in A plus the amount or remuneration actually received by the Member from the Municipality in the Plan Year, provided that for a ~~Member~~ who is employed for less than a full year or normal working hours this denominator is annualized to a rate of remuneration equivalent to Employees who are ~~working~~ a full year or normal working hours.

For a Member who is employed less than a full year or for less than ~~normal~~ working hours, Credited Service will be determined for each Plan Year by multiplying the years of Continuous Service during which the Member was a Member of the Plan by the ~~ratio~~ of the Member's actual hours worked during the Plan Year to the hours regularly scheduled to be worked by Employees who are ~~working~~ a full year or normal ~~working~~ hours.

**B1.04** *Earnings* means remuneration, before all statutory and other deductions, received by a Member from the Municipality during the Plan Year, plus, with respect to periods ~~of~~ Credited Service during which a Member does not actually

receive remuneration ~~from~~ the Municipality, an amount deemed to be received based on the ~~rate~~ of Earnings the Member ~~was~~ receiving immediately preceding that ~~period~~. However, deemed Earnings shall not ~~exceed~~ the amount of compensation that is prescribed for ~~this~~ purpose by the Income ~~Tax~~ Act. For

~~purposes of this definition, remuneration includes overtime, shift differential,~~

~~retroactive pay and vacation pay, all to the extent the pension plan contributions have been deducted.~~

For a Member who is employed for less than a full year or for less than normal working hours, the Member's earnings are multiplied ~~by~~ the ratio of the hours regularly scheduled to be worked by Employees who are working a full year or normal working hours ~~to~~ the Employee's actual ~~hours~~ worked during the Plan Year.

B1.05 ***Effective Date*** for this Appendix B means July 1, 1970.

B1.06 ***Full-Time*** means employment for 20 hours per week or more.

B1.07 ***Normal Retirement Date*** means the normal retirement date of a Member as described in Section B2.01.

B1.08 ***Plan A Member*** (Career Average Plan) means each employee of the Halifax Regional School Board who is a Member of the Plan who holds a position of:

- (i) Director of Finance and Support Services;
- (ii) Director of Maintenance and Operations'
- (iii) Supervisor, Pupil Transportation
- (iv) Assistant Director of Finance;
- (v) Board Secretary
- (vi) Executive Assistant, Finance; or
- (vii) Full-time Monitor

**B1.09 *Plan B Member*** (Best Five Years Average Plan) means **each** employee **who** is a **Member of the Plan** who is an employee of:

(i) the Municipality;

~~(ii) the Regional Museum of Cultural Heritage Museum;~~

~~(iii) the Halifax Regional Library Board;~~

(iv) the Dartmouth Sportsplex; and

(v) the Halifax Regional School Board (non-unionized), except teachers and those denned herein as Plan A **Members**.

**B1.10 *Total Disability*** means a disability throughout which **the** Member is physically or mentally impaired so that the Member is prevented from performing the duties of employment in which **the Member** was engaged prior **to** the impairment and which is certified, in writing, by **a** medical doctor licensed in Canada or where the Member resides.

## Section B2 – Appendix B Retirement Dates

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### B2.01 Normal Retirement Date

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(a) plan A Members

For Plan A Members, Normal Retirement Date means the first day of the month coincident with or next following the date on which the Member attains age 60.

(b) Plan B Members at Lower Contribution Rate

For Plan B Members who contributed at the rate of 4% of the Member's Earnings prior to July 1, 1991, Normal Retirement Date means the first day of the month coincident with or next following the date on which the Member attains age 65.

(c) Plan B Members at Higher Contribution Rate

For Plan B Members who contributed at the rate of 5% of the Member's Earnings prior to July 1, 1991, or who became a Plan B Member on or after July 1, 1991, Normal Retirement Date means the first day of the month coincident with or next following the date on which the Member attains age 60.

### B2.02 Optional Retirement Date

(a) For Plan A Members, and Plan B Members described in Section B2.01(c), Optional Retirement Date means the first day of the month coincident with or next following the date on which:

- (i) the Member attains age 50; and
- (ii) the Member's age plus Continuous Service equals or exceeds 80.

(b) This section takes effect as of the first day of July 1997.

**B2.03 Early Retirement Date**

If the Continuous Service of a Member who has completed 24 months of Plan membership terminates within the ten year period prior to the Member's Normal Retirement Date.

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(a) the Member shall be considered to have retired early for the purposes of the Plan on the Member's early retirement date which is the first day of the month coincident with or next following the date on which the Member's Continuous Service terminates; and

(b) the Member shall be entitled to receive an early retirement pension.

**B2.04 Postponed Retirement Date**

If, pursuant to legislation and the Municipality's policy concerning retirement, a Member has remained in employment after the Member's Normal Retirement Date, the Member may retire on the first day of any month after the Member's Normal Retirement Date but the Member's pension shall, in any event, commence to be paid not later than the first day of December in the calendar year in which the Member attains age 69.



## Section B3 – Appendix B Retirement Benefits

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### **B3.01 Normal Retirement Pension**

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#### **(a) Plan A Member**

##### **(i) Pension Formula**

Subject to Section **B3.01(a)(ii)**, a Plan A Member who retires on or after the Member's **Normal** or Optional Retirement Date shall be entitled to an annual pension, commencing on such retirement date, in an amount equal to:

- (A)** 2% of the Member's Earnings on which the Member has made contributions; plus
- (B)** For Employees who became Members on the Effective Date of the Plan, 1% of the Member's 1972 Earnings multiplied by the Member's Credited Service prior to the Effective Date.

The annual pension determined pursuant to Section **B3.01(a)**, in respect of Credited Service prior to January 1, 1987, shall not be less than 1.5% of the Member's 1986 Earnings multiplied by the Member's Credited Service prior to January 1, 1987.

##### **(ii) Special Minimum Supplement**

A Plan A Member who retires on or after **Normal** or Optional Retirement Date after completing 25 years of Credited Service shall be entitled to a supplemental pension of such amount as may be required to be added to the pension provided under Section **B3.01(a)(i)** to provide an annual pension equal to 50% of the Member's Earnings during the 60 consecutive months of Credited Service immediately preceding the Member's retirement, death, or termination of employment.

**(b) Plan B Member**

A Plan B Member who retires on or after Normal or Optional Retirement Date shall be entitled to an annual pension, commencing on such retirement date, in an amount equal to:

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(i) 2% of the Member's Best Average Earnings, multiplied by—

(@ the Member's Credited Service to a maximum of 35 years.

**(c) Members with Periods of Plan A and Plan B Membership**

Should a Member have Credited Service both as a Plan A Member and a Plan B Member, such Member's pension benefit at retirement shall be equal to the sum of the benefits earned for the period of Credited Service as a Plan A Member and the benefits earned for the period of Credited Service as a Plan B Member.

**B3.02 Early Retirement Pension**

A Member who retires early pursuant to Section B2.03 may elect to receive either:

- (a) a pension, commencing on the first day of the month coincident with or immediately following the Member's early retirement date. The Member's pension shall be the Actuarial Equivalent of the pension calculated in accordance with Section B3.01(a)(i), or B3.01(b), or B3.01(c) based on the Member's Credited Service to the Member's early retirement date and otherwise payable from the Member's Normal Retirement Date; or
- (b) a deferred pension, commencing anytime coincident with or following the attainment of age 50, calculated in accordance with Section B3.01(a)(i), or B3.01(b), or B3.01(c) based on the Member's Credited Service to the Member's early retirement date.

Notwithstanding this Section B3.02, where the conditions for the application of the Prescribed Reduction, as defined in the Master ~~Text~~ and as described therein apply, the early retirement pension paid under this Section B3.02 shall be reduced by the Prescribed Reduction.

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**B3.03 Postponed Retirement Pension** -

A Member who remains in the employ of the Municipality beyond the Member's Normal Retirement Date shall continue to contribute to the Plan and to accrue benefits during the Member's continued employment and will receive a pension commencing on the Member's postponed retirement date, calculated according to Section B3.01 based on the Member's Credited Service up to the Member's postponed retirement date.

**B3.04 Minimum Benefit With Respect to Required Contributions**

**(a) Contributions Made Before January 1, 1988**

Upon the earlier of the retirement, death, or termination of employment of a Member, the Commuted Value of the Member's pension accrued for Credited Service prior to January 1, 1988 under Section B3.01 shall be at least equal to the Member's required contributions made to the Plan prior to January 1, 1988 plus Credited Interest to the date of the determination.

**(b) Contributions Made On and After January 1, 1988**

If, upon the retirement, death, or termination of employment of a Member:

- (i) the Member's required contributions made on and after January 1, 1988, plus Credited Interest to the date of the determination; exceed
- (ii) 50% of the Commuted Value of the portion of a Member's pension comprised of (A) and (B) as follows:

(A) the pension accrued or granted to the Member under Section 6.01 for Credited Service on and after January 1, 1988, together with

(B) other benefits accrued or granted to the Member on and after January 1, 1988,

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the Member, or the Member's spouse or ~~Beneficiary, as applicable,~~ will be entitled to a refund of the ~~excess.~~

For greater certainty, this Section B3.04 applies to ~~Members who~~ die, retire, or terminate employment on or after January 1, 1988.

### **B3.05 Maximum Pension**

Notwithstanding any other provision of this Plan to the contrary:

(a) Pre-1992 Service Maximum Pension

The annual lifetime pension payable to a Member under this Plan in respect of pensionable service prior to January 1, 1992, including a pension payable under **any** other registered pension plan sponsored by the Municipality and **any pension** payable to a Member's Spouse or former Spouse pursuant to Section 10.02 of the Master ~~Text~~, at retirement, termination of employment, or termination of the Plan, shall not exceed the ~~Member's~~ years of pensionable service, prior to January 1, 1992, to a maximum of 35 years multiplied by the lesser of:

(i) **\$1,722.22; and**

(ii) **2% of** the average of the Member's best three consecutive years remuneration from the Municipality.

This Section B3.05 shall not apply to annual pension benefits of \$300 or less per year of pensionable service nor shall it apply to that portion, if any, of the pension derived from a Member's excess contributions.

(b) **Post 1991 Service Maximum Pension**

The annual lifetime pension payable to a Member under this Plan in respect of pensionable service after December 31, 1991, including a pension payable to a Member's Spouse or former Spouse pursuant to Section 10.02

~~of the Master Text determined at the time of pension commencement, shall~~

~~not exceed the years of the Member's pensionable service on and after~~  
January 1, 1992 multiplied by the lesser of:

(i) **\$1,722.22** or such greater amount permitted under the Income Tax Act; and

(ii) 2% of the average of the Members' best three consecutive years remuneration from the Municipality;

reduced, if the pension commencement date precedes the earlier of the day on which:

(iii) the Member will attain age 60;

(iv) the Member's age plus Continuous Service would have equalled 80; and

(v) the Member would have completed 30 years of Continuous Service,

by 1/4 of 1% for each month by which the pension commencement date precedes that day.

This Section B3.05 shall not apply to additional benefits payable as a result of any Actuarial Equivalent increase due to deferral of pension commencement after age 65 nor shall it apply to that portion, if any, of the pension derived from a Member's excess contributions.

### **B3.06 Pension Adjustment**

In no event shall the benefit accrued by a Member in a Plan Year under Section B3.01 result in a pension adjustment for the Member (as defined by the Income Tax Act) in excess of the limits for the year prescribed by the Income Tax Act.

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### **B3.07 Small Benefit Commutation**

If the annual lifetime pension payable at the Member's Normal Retirement Date is not more than 2% of the YMPE in the year of the Member's termination of Continuous Service, providing such termination occurred on or after January 1, 1988, or such other amount as may be prescribed under the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of his pension or deferred pension in full satisfaction of his entitlement to a pension under the Plan. If the Member does not make such an election, the entitlement will be paid as a pension the frequency of which is at the discretion of the Committee as defined in the Master Text, but not less frequently than annually.

### **B3.08 Pension Increases for Retired Members**

The Committee may increase pensions that are in the course of payment to retired Members, subject to the required approvals as described in Section 7.01 of the Master Text, The aggregate percentage increase for a Member shall not exceed the aggregate percentage increase in the Consumer Price Index from the Member's retirement date.

The recommendation to make such increases are at the complete discretion of the Committee and represents no right or entitlement of Plan Members or retired Members.

Notwithstanding this provision, the calculation of any increase on or after April 1, 1996, shall be subject to the general limitation on pension increases set out in Section 11.01 of the Master Text.

### **B3.09 Purchase of Service**

Subject to certification of any past service pension adjustment under **the** Income Tax Act and to any other limits under the Income Tax **Act** applicable to past service, a Member **may** make additional contributions into **the** Plan to purchase service for a **period** of employment with the Municipality **which** was **previously pensionable service**. To be eligible to purchase **service** pursuant to this Section B3.09, all of the following conditions must be fulfilled:

- (a) the Member must have previously been a member **of** the Plan who terminated employment with the Municipality and received a settlement for pension entitlement;
- (b) the Member must have become re-employed by **the** Municipality not **more** than three months after the date upon which the Member's prior employment with the Municipality terminated;
- (c) the purchased service shall be considered Continuous Service and Credited Service only **upon** payment of the required amount;
- (d) the period between termination of employment and re-employment shall be neither Credited Service nor Continuous Service;
- (e) the purchase of service must be completed within one year following the **Member's** date of re-employment;
- (f) the amount of **the** contribution for the purchase of service shall be determined by **the** Municipality on the advice of the Actuary;
- (g) the contributions for the purchase of service may be made in a lump sum, by payroll deduction, by transfer from the Member's RRSP, or by any other arrangement that is acceptable to the Municipality; and

(h) the contributions shall be considered as employee required contributions for past service.

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## Section B4 – Appendix B Form of Pension Benefits

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### B4.01 Pension Calculation According to Normal Form

The amount of pension provided under Section B3 is calculated according to the normal form of pension and is payable in that normal form of pension unless the Member elects an optional form of pension.

### B4.02 Normal Form of Pension Benefit

The normal form of pension is as follows:

#### (a) Member With a Spouse

- (i) For a Member, other than a Member described in subparagraph (ii), who **has** a Spouse on the date on which pension payments commence, the normal form of pension is a joint and survivor pension which is payable in equal monthly instalments for the life of the Member, and payable after the Member's death to the Member's Spouse for the Spouse's life in monthly instalments and equal to 60% of the amount of the monthly pension benefit received by the Member at the time of the Member's death.
  
- (ii) For a Plan B Member who belongs to the respective bargaining unit of the police or firefighters unions, and who contributes in accordance with Section 4.01(5) of the Master Text, who has a Spouse on the date on which pension payments commence after January 1, 1997, the normal form of pension is a joint and survivor pension which is payable in equal monthly instalments for the life of the Member, and payable after the Member's death to the Member's Spouse for the Spouse's life in monthly instalments and equal to 66 2/3% of the amount of the monthly pension benefit received by the Member at the time of the Member's death.

**(b) Member Without a Spouse**

For a **Member** who has no Spouse on **the date on which** pension payments commence, **the normal form** of pension is a **pension** payable in equal monthly instalments for **the** life of the Member. **If the** Member dies before receiving payments which

Contributions accumulated with Credited Interest to the Member's date of retirement, the **Member's** Beneficiary is entitled to receive the value of the remaining balance **of** the contributions with interest.

**B4.03 Waiver of Normal Form of Pension**

A **Member** who has a Spouse may elect the **form of** pension specified in Section B4.02(b) if:

- (i) the Member delivers to the Municipality, within the 12-month period immediately preceding the date upon which payment of the pension is to commence, the written waiver **of** the Member and the Member's Spouse in the **form** prescribed under the Pension Benefits **Act**; and
- (ii) this waiver is not revoked by either the Member or the Member's Spouse prior to the commencement of the pension.

**B4.04 Election of Optional Forms**

In lieu of the normal **form** of pension payable according to Section B4.02, and subject to the restriction under **Section** B4.03, a **Member** may elect, **before** pension commencement, to receive the Member's pension benefit in the optional **form** of pension specified in Section B4.05.

**B4.05 Optional Forms of Pension Benefit**

Level Income Option

Under the level income **form of** pension, a Member who retires prior to age 65 receives increased amounts of monthly pension until age 65 and a reduced pension thereafter, in order to provide a reasonably level pension income from **the** pension plan, OAS and C/QPP throughout retirement,

provided however, that the benefit payable from the Plan under this option shall be the Actuarial Equivalent of the pension payable under Section B4.02 and subject, in any event, to meeting the requirements of the Income Tax Act and the Pension Benefits Act, including the limits on bridging benefits under Regulation 8503(2) of the Income Tax Act.

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## **Section B5 – Appendix B Termination Benefits**

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### **B5.01 Termination Benefits for Post-1987 Service**

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#### **(a) Termination Before 24 Months Membership**

A Member who terminates Continuous Service, for **any** reason other than death or retirement, before completing 24 months of continuous membership in the Plan is entitled to receive a lump sum refund of the Member's required contributions made to the Plan on and after January 1, 1988, **plus** Credited Interest.

#### **(b) Termination After 24 Months Membership**

A Member who terminates Continuous Service, for any reason other than death or retirement, after completing 24 months of continuous membership in the Plan is not permitted to withdraw any of the Member's required contributions made under the Plan on and after January 1, 1988 and, in lieu thereof, is entitled to receive a deferred pension, commencing at the Member's Normal or Optional Retirement Date, in the amount accrued or granted to the Member under Section B3.01 for Credited Service on and after January 1, 1988 and otherwise accrued or granted to the Member on and after January 1, 1988.

### **B5.02 Termination Benefit for Pre-1988 Service**

#### **(a) Termination Before 10 Years of Continuous Service**

A Member who terminates Continuous Service, for any reason other than death or retirement, **before** completing 10 years of Continuous Service is entitled to receive a refund of the Member's required contributions made to the Plan **before** January 1, 1988, plus Credited Interest.

#### **(b) Termination After 10 Years of Continuous Service**

A Member who terminates Continuous Service, for any reason other than death or retirement, after completing 10 years of Continuous Service but before attaining age 45 is entitled to receive either (i) or (ii) as follows:

(i) a deferred pension, commencing on the Member's **Normal** Retirement Date, in the amount accrued prior **to** January 1, 1988 under Section **B3.01**; or

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(ii) a refund of the Member's required contributions **made** to the Plan prior to January 1, 1988, plus Credited Interest.

(c) Termination After 45 and 10\*

For service prior to January 1, 1988, a Member who terminates Continuous Service, for any reason other than death or retirement, after completing ten years of Continuous Service and attaining age 45 is not permitted to withdraw any **of** the Member's required contributions made under the Plan prior to January 1, 1988 and, in lieu thereof, is entitled to receive a deferred pension, commencing on the Member's **Normal** Retirement Date, in the amount accrued prior to January 1, 1988, under Section B3.01.

### **B5.03 Refund of Excess Required Contributions**

Upon termination of Continuous Service, **for** any reason other than death or retirement, a Member will receive, if the **Member** is entitled to receive a deferred pension under Section **B5.01(b)**, a refund of any excess contributions made under the Plan determined in accordance with Section **B3.04(b)**.

### **B5.04 Early Commencement of Deferred Pension**

A **Member** who terminates employment with the Municipality before attaining age 50 and who is entitled to receive a deferred pension under Section **B5.01** or **B5.02** may elect to commence receiving this pension on the first **day** of any month coincident with or following the attainment of age 50 and prior **to** the Member's **Normal** Retirement Date. The amount of this pension shall be the Actuarial Equivalent of the deferred pension otherwise commencing on the Member's **Normal** Retirement Date.

The applicable reduction shall be at least equal to **the** reduction required under Regulation **8503(3)(c)** of the Income **Tax** Act.

### **B5.05 Transfer of Value of Deferred Pension**

~~(a) Subject to Sections **B5.05(b)** and **(c)**, a Member who terminates **Continuous**~~

Service, for any **reason** other than death or retirement, and **before** attaining age 50 may elect **to** have the Commuted Value of the deferred pension to which the Member is entitled under Section **B5**, **with** Credited Interest

- (i) transferred to another registered pension plan, provided that the administrator of that pension plan agrees to accept the transfer;
- (ii) transferred to a retirement savings arrangement as prescribed in the Pension Benefits Act; or
- (iii) applied to purchase a deferred life annuity from an insurance company licensed **to** transact business in Canada provided payment of the annuity will not commence more than ten years **before** the Normal Retirement Date, and subject to the limits of Regulation **8503(3)(c)** of the Income **Tax Act**.

Upon such a transfer or purchase, the Member will cease **to** be a Member and will have no further entitlement under the Plan.

- (b) The Municipality shall not be obligated to permit a transfer or purchase under Section **B5.05(a)** unless the Municipality is satisfied that the transfer complies with the requirements of the Income **Tax** Act.
- (c) **Amounts** transferred on and after January 1, 1989 in accordance with Section **B5.05(a)(i)** to a defined contribution provision of a pension plan and amounts transferred in accordance with Section **B5.05(a)(ii)** shall not exceed the **maximum** amount prescribed under the Income **Tax** Act, and the excess of **the** Commuted Value, plus Credited Interest, if any, over the amount

transferred shall be paid to the Member directly in **cash, as** permitted by the Income **Tax** Act and the Pension Benefits Act.

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(d) Subject to Section B5.05(b), a Member **who** is entitled to a refund of contributions under Section B5 **may** elect to transfer the refunded amount to a registered retirement savings plan.

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**B5.06 Small Benefit Commutation**

If the annual pension payable at the Member's **Normal** or Optional Retirement Date is not more than 2% of the YMPE in the year of the **Member's** termination of Continuous Service, providing such termination occurred on **or** after January 1, 1988, or such other amount **as** may be prescribed under the Pension Benefits Act, the Member **may** elect **to** receive a lump **sum** payment equal to the Commuted Value of his pension **or** deferred pension in full satisfaction of his entitlement to a pension under the Plan. If the **Member** does not make such an election, the entitlement will be paid **as** a pension the frequency of which is **at the** discretion of the Committee, but not less frequently than annually.

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## Section B6 – Appendix B Death Benefits

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### B6.01 Death Benefit Before Commencement of Pension

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(a) Death Before 24 Months of Membership

If a Member's Continuous **Service** terminates due **to** the Member's death before **the Member** has completed 24 months of continuous membership in the Plan, a death benefit is payable to the Member's Beneficiary which is a lump sum payment equal to the **Member's** required contributions made to the Plan with Credited Interest.

(b) Death After 24 Months of Membership

(i) Member Without a Spouse

If a Member's Continuous Service terminates due **to** the **Member's** death after the Member has completed 24 months of continuous membership in the Plan, and the Member has no Spouse, a death benefit **is** payable to the **Member's** Beneficiary which is a lump **sum** payment equal to the Member's required contributions made to the Plan with Credited Interest.

(ii) Member With a Spouse

Upon the death of a Member with a Spouse before pension commencement but after completing 24 months of continuous membership in the Plan, where a group life insurance benefit of not less than 10% of the Commuted Value of the Member's deferred pension is payable to the Member's **Spouse**, the Member's Spouse is entitled **to** receive a pension equal to 50% of the pension accrued by the Member up to the Member's date of death in accordance with Section B3.01.

If the group life insurance benefit payable to the Spouse is less than 10% of **the** Commuted Value of the Member's deferred pension, **the** Member's Spouse is entitled to receive a pension equal to **60%** of the



pension accrued by the **Member** up to the **Member's** date of death in accordance with Section **B3.01**.

The Spouse's pension is paid in equal monthly instalments commencing ~~on the first day of the month following the Member's death, with the last payment due on the first day of the month in which the Spouse dies.~~

For greater certainty, in the event of a **Member's** death on or after January 1, 1988, in no event shall the Commuted Value of the Spouse's pension be less than **60%** of the Commuted Value of the Member's benefit accrued to the date ~~of~~ the Member's death.

(c) Refund of Excess Contributions

In addition to any other death benefit payable under Section **B6**, the **Member's** Spouse, ~~or~~ if there is no Spouse, the beneficiary ~~or~~ estate, is entitled to receive a refund of excess contributions made under the Plan as determined under Section **B3.04(b)**.

**B6.02 Payment of Death Benefit**

Any death benefit payable shall be paid as soon as is practicable after the death of the Member.

**B6.03 Death Benefit**

Any death benefit payable upon the death of a Member **who** has commenced to receive the **Member's** pension is determined in accordance with the **form** of the pension being paid to the Member pursuant to Section **B4**.

***Appendix C***

***Prior Halifax County Municipality***

***Full-Time***

***Retirement Pension Plan***

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## Section C1 – Appendix C Definitions

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~~In the Master Text, specific words and phrases are defined and have applicability to this Appendix, unless the same word or phrase is defined in this Appendix, in which case the definition set out below applies to this Appendix, except where specific reference is made to the Master Text.~~

C1.01 **Continuous Service** means an Employee's uninterrupted period of full-time employment since his last date of hire by the Municipality, and includes periods of temporary absence or reduced pay eligible to be included as periods of Credited Service, subject to the limits set out in Regulation 8507 of the Income Tax Act, including the following:

- (1) Approved paid leave of absence of definite duration by written permission of the Municipality and any extension thereof, of defined period, granted in writing by the Municipality at the request or with the consent of the Employee, provided employment by the Municipality is resumed forthwith at the end thereof;
- (2) Periods of paid sick leave or periods of Total Disability;
- (3) Periods of active service in the Canadian Armed Forces or for periods of paid short-term appointment of the federal or provincial governments, committees or commissions (not more than one year) provided employment is resumed with the Municipality within ninety days of the termination of said service;
- (4) Lay-off or approved unpaid leave of absence for a period of less than twelve months.

C1.02 **Credited Service** means the years and months of a Member's Continuous Service not exceeding 35 years since his last date of hire, while a Member of the Plan,

provided **the** Member **has** contributed to the Plan in accordance with Section 4.01 of the Master **Text**, and provided that:

(1) in respect of periods of layoff or unpaid leaves of absence before January 1, ~~1991, the aggregate of Credited Service granted in respect of such periods is~~ limited to a maximum full-time equivalent of two years; and

(2) in respect of periods of layoff or unpaid leaves of absence after December 31, 1990, the aggregate of Credited Service granted in respect of such periods is limited to a maximum full-time equivalent of eight years provided that not ~~more~~ than five ~~of~~ those eight years are credited in respect ~~of~~ absences that are not within the 12 month period which commences at the time of the birth or adoption of a child of the Member. The full-time equivalent years of Credited Service shall be determined **as** the **sum** of the ~~ratio~~ of A to B, for each Plan Year after 1991, where A and B are defined **as** follows:

- A. The amount that it is reasonable to consider would have been the Member's remuneration for all periods of unpaid absence granted in ~~respect~~ of unpaid leaves during the Plan Year if he had rendered services to the Municipality throughout each such period of absence:
- (a) on a regular basis;
  - (b) at the same full-time or part-time basis that applied before the absence; and
  - (c) at a rate of remuneration that is commensurate with the Member's rate of remuneration before the period of absence.

- B.** The amount in **A** plus **the** amount of remuneration actually received **by the Member from the Municipality in the Plan Year**, provided that for a part-time Member this denominator is annualized to **a full-time rate of** remuneration.
- 

For a Member **who** is employed on a less than full-time basis, Credited Service will be determined for each Plan **Year** by multiplying the **years** and months of Continuous Service during which the Member **was** a Member of the Plan (rounded up to the next 1/12th) by the ratio of the Member's actual **days** worked during the Plan Year to the days regularly scheduled to be worked **by** full-time Employees.

Notwithstanding the above, for those Employees who became Members on the Effective Date of the Plan, Credited Service shall include **periods of** Continuous Service prior **to** the Effective Date.

**C1.03 Earnings** means the Member's annual remuneration excluding such special compensation **as** bonuses, allowances, and overtime pay.

**C1.04 Effective Date** for this Appendix C means January 1, 1963.

**C1.05 Highest Average Earnings** means the average of a Member's Earnings during the highest three consecutive years.

If a Member has not completed three years of Credited Service, his Highest Average Earnings shall be based on the average of his Earnings during the years of his Credited Service following his **entry** into **the** Plan, **to a** maximum of three years.

**C1.06 Normal Retirement Date** means the **normal** retirement date of a Member **as** described in Section C2.01.

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**C1.07 *Total Disability*** means a disability throughout which the Member is physically or mentally impaired so that he is prevented from performing the duties of employment in which he was engaged prior to the impairment and which is certified, in writing, by a medical doctor licensed in Canada or where the Member resides.

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## Section C2 – Appendix C Retirement Dates

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### **C2.01 Normal Retirement Date**

For purposes of ~~the~~ Plan, ~~Normal Retirement Date means the first day of the~~ month coincident with or next following the date on which the Member attains age 65.

### **C2.02 Early Retirement Date**

A Member may retire within ten years of his ~~Normal~~ Retirement Date. However, should a Member's age plus Continuous Service with the Municipality total at least 80, such Member ~~may~~ retire as early ~~as~~ 15 years prior ~~to~~ his Normal Retirement Date. Each such Member ~~may~~ retire effective the first day of the month coincident with ~~or~~ next following the date he submits notification to the Municipality of his intention to retire early.

### **C2.03 Postponed Retirement Date**

~~if~~, pursuant ~~to~~ provincial law and ~~the~~ Municipality's policy concerning retirement, a Member has remained in employment after his Normal Retirement Date, the Member ~~may~~ retire on ~~the~~ first day of any month after his Normal Retirement Date but his pension shall in ~~any~~ event commence to ~~be~~ paid not later than the first day of ~~the~~ month coincident with or next following the date ~~the~~ Member attains age 69.



## Section C3 – Appendix C Retirement Benefits

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### C3.01 Normal Retirement Pension

A Member who retires on his **Normal** Retirement Date on or after August 1, 1995 shall be entitled to an annual pension, commencing on his **Normal** Retirement Date, in an amount equal to:

2.0% multiplied by the Member's Highest Average Earnings multiplied by the Member's Credited Service.

### C3.02 Early Retirement Pension

(1) A Member who retires early pursuant to Section C2.02 may elect to receive a pension, commencing on the first day of any month on or following his early retirement date up to his **Normal** Retirement Date. The Member's pension shall be reduced to the Actuarial Equivalent of the pension calculated according to the formula in Section C3.01 based on his Credited Service to his early retirement date.

For retirements occurring on and after January 1, 1992, the applicable reduction shall be at least equal to the Prescribed Reduction (~~as~~ defined in the Master ~~Text~~) when the conditions for the application of the Prescribed Reduction (~~as~~ described therein) apply.

- (2) If, on the date a Member is deemed to have retired under the provisions of Section C2.02,
- (a) the sum of his age plus Continuous Service with the Municipality totals at least 80 and the Member has attained age 50; or
  - (b) the Member has completed fifteen years of Credited Service with the Municipality and has attained age 60,

the Actuarial Equivalent reduction in the pension benefit **otherwise** payable is waived.

- (3)** If **on the date** the Member **retires** under this Section **C3.02**, the Member has not met ~~the conditions specified for waiver of the Actuarial Equivalent~~ reduction, then his pension benefit shall be the Actuarial Equivalent to the benefit which would have been payable on the **earliest of the Member's Normal Retirement Date** or the **date** on which either of the age and service conditions in Section **C3.02(2)** would have been met, had the Member continued employment **with the Municipality**.

### **C3.03 Postponed Retirement Pension**

A Member who remains in the employ of the Municipality beyond his **Normal Retirement Date** shall continue to contribute to the Plan and to accrue benefits during his continued employment and will receive a pension commencing **on** his Postponed Retirement Date calculated according **to** the formula in Section **C3.01** based **on** Credited Service up to his Postponed Retirement Date.

### **C3.04 Member's Required Contributions**

If, upon the earlier **of** the retirement, death or termination of employment of a Member,

- (1)** the **Member's** required contributions plus Credited Interest to the date of the determination,

exceed

- (2)** 50% of the Commuted Value **of** a Member's pension accrued or granted to him under Section **C3.01**.

the Member, or the Member's **Spouse** or Beneficiary, as applicable, will be entitled to a refund of the excess of (1) over (2) above.

### **C3.05 Maximum Pension**

Notwithstanding any other provision of this Plan to the contrary:

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#### **(1) Pre-1992 Service Maximum Pension**

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The annual lifetime pension payable to a Member under this Plan in the normal ~~form~~ of pension in respect of pensionable service prior to January 1, 1992, including a pension payable under any other registered pension plan sponsored by the Municipality and any pension payable to a Member's Spouse or former Spouse pursuant to Section 10.02 of the Master ~~Text~~, at retirement, disability, termination of employment or termination of the Plan, shall not exceed the Member's years of pensionable service, prior to January 1, 1992, to a maximum of 35 years multiplied by the lesser of:

- (a) **\$1,722.22**; and
- (b) 2% of the average of the Member's best three consecutive years remuneration from the Municipality.

This Section C3.05(1) shall not apply to annual pension benefits of \$300 or less per year of pensionable service.

#### **(2) Pre-1992 Service Maximum Value**

The value of an annual pension benefit provided upon early retirement under this Plan in respect of pensionable service prior to January 1, 1992 shall not exceed the value of the maximum pension as set out in Section C3.05(1) payable at the earliest of age 60 or the age at which an unreduced early retirement pension can be paid in the form of a single life annuity guaranteed 10 years.

#### **(3) Post 1991 Service Maximum Pension**

The annual lifetime pension payable to a Member under ~~this~~ Plan in the normal ~~form~~ of pension in respect of pensionable service after December 31, 1991, including a pension payable to a Member's Spouse or former Spouse pursuant to Section 10.02 of the Master ~~Text~~ determined at the time

of pension commencement, shall not exceed the years of the **Member's** pensionable service on and after January 1, 1992 multiplied by the lesser of:

(a) **\$1,722.22; and**

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(b) **2% of the** average of the **Member's** three consecutive years remuneration from the Municipality

reduced, if the pension commencement date precedes the earliest of the days described in the Prescribed Reduction (as defined in the **Master Text**), by the Prescribed Reduction.

This Section C3.05(3) shall not apply to additional benefits payable as a result of any Actuarial Equivalent increase due to deferral of pension commencement after age 65.

### **C3.06 Small Benefit Commutation**

If the annual lifetime pension payable at the Member's Normal Retirement Date is not more than 2% of the YMPE in the year of the Member's retirement, or such other amount as may be prescribed for this purpose under the Pension Benefits Act and subject to the limits prescribed by the Income **Tax** Act, the Member may elect to receive a lump *sum* payment equal to the Commuted Value of the pension or deferred pension to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his entitlement will be paid as a pension the frequency of which is at the discretion of the Committee, but not less frequently than annually.

### **C3.07 Special Provision**

For all purposes of the Plan, Member Gerard J. Kelly, former Municipal Clerk for the Municipality since 1980, is an eligible Member of the Plan, and entitled to all benefits described herein.

**In the case of Mr. Kelly only, the pension payable to Mr. Kelly and his Spouse in accordance with Section C3 will be increased on September 1, 1994 and each September 1 thereafter, by the lesser of six percent (6%) and the percentage increase in the cost of living in the preceding year as measured by the change in the Consumer Price Index for Canada as prepared by Statistics Canada.**

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## Section C4 – Appendix C Form of Pension Benefits

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### C4.01 Normal Form of Pension Ben —

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(1) Member with a Spouse

The normal **form of** pension for a Member who **has** a Spouse at retirement is a pension payable in equal monthly instalments for the life of the Member **as long as** he shall live and payable after **the** Member's death to the **Member's** Spouse for her life in monthly instalments equal to **66<sup>2</sup>/<sub>3</sub>%** of the amount of each monthly instalment paid during the life of the Member.

Should **both** the Member and Spouse die within the first five years after retirement, the pension payments shall continue at **66<sup>2</sup>/<sub>3</sub>%** for the remainder of the five years **to** the estate **of** the person last receiving pension payments.

(2) Member Without a Spouse

The normal **form of** pension for a **Member** who **does not** have a Spouse at retirement is a pension payable in equal monthly instalments for the life of the Member, and in any event for a period of not less than 180 months. If a Member dies **before** receiving 180 monthly payments, the Member's Beneficiary shall receive the balance of the payments remaining in the guaranteed **period** of fifteen years.

### C4.02 Waiver of Spouse Benefit

Notwithstanding Section C4.01(1), a Member who has a Spouse **may** elect the **form** of pension under C4.01(2) which provides no benefit to the **Spouse** if:

- (a) the Member delivers to the Municipality, within the 12 **month** period immediately preceding the date upon which payment of the pension is to commence, the written waiver of the Member and the Member's Spouse in the **form** prescribed under the Pension Benefits Act; and

- (b) this waiver is not revoked by the Member and his Spouse prior to the commencement of the pension.
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## **Section C5 – Appendix C Termination Benefits**

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### **C5.01 Termination Benefits**

#### **(1) Termination Before 24 Months of Credited Service**

A Member **who** terminates Continuous Service, for any reason **other** than death **or** retirement, **before** completing **24** months **of** Continuous Service in the Plan is entitled to receive a lump **sum** refund of his required contributions made to the Plan, plus Credited Interest.

#### **(2) Termination After 24 Months of Credited Service**

A **Member** who terminates Continuous Service, for any reason other than death, disability **or** retirement, after completing **24** months **of** Continuous Service in the Plan is not **permitted** to withdraw any **of** his required contributions made under the Plan and, in lieu thereof, is entitled to receive **a** deferred pension, commencing at his Normal Retirement Date, in the amount accrued **or** granted to him under Section C3.01 for Credited Service **and otherwise** accrued or granted to him.

### **C5.02 Refund of Excess Required Contributions**

**Upon** termination of Continuous Service, for any reason other than death or retirement, and if the Member is entitled to receive a deferred pension under Section **C5.01(2)**, a refund of any excess contributions made under the Plan determined in accordance with Section C3.04.

### **C5.03 Early Commencement of Deferred Pension**

A Member **who** terminates employment with the Municipality **before** attaining age 55 and who is entitled to receive a deferred pension under Section **C5** may elect to commence receiving this pension on the first day of any month coincident with or following **the** attainment of age 55 and prior to his **Normal** Retirement Date. The amount of **this** pension shall be the Actuarial Equivalent of the deferred pension otherwise commencing on his Normal Retirement Date. For terminations on and after January 1, 1992, the applicable **reduction** shall **be at least equal to the**



Prescribed Reduction (as defined in the Master Text) where the conditions for the application of the Prescribed Reduction (as described therein) apply.

#### **C5.04 ~~Transfer of Value of Deferred Pension~~**

- ~~(1) Subject to Sections C5.04(2) and (3), a Member who terminates Continuous~~  
Service, for any reason other than death or retirement, on and after January 1, 1988 and before attaining age 55 may elect to have the **Commuted** Value of the deferred pension to which the Member is entitled under Section C5, with Credited Interest:
- (a) transferred to another registered pension plan, provided that the administrator of that pension plan agrees to accept the transfer;
  - (b) transferred to a retirement savings arrangement as prescribed in the Pension Benefits Act; or
  - (c) applied to purchase a deferred life annuity from an insurance company licensed to transact business in Canada provided payment of the annuity will not commence before the earliest date on which the Member ~~was~~ entitled to retire under the Plan.

Upon such a transfer or purchase, the Member will cease to be a Member and will have no further entitlement under the Plan.

- (2) The Municipality shall not permit a transfer or purchase under Section **C5.04(1)** unless the Municipality is satisfied that:
- (a) the transfer or purchase is in accordance with the Pension Benefits Act;
  - (b) any restrictions in the Pension Benefits Act with regard to the solvency of the Plan have been met; and

(c) the transfer complies with the requirements ~~of the~~ Income ~~Tax~~ Act.

- (3) Amounts transferred in accordance with Section **C5.04(1)** on and after January 1, 1989 shall not exceed the **maximum** amount prescribed under ~~the Income Tax Act, and the excess of the Commuted Value, plus Credited~~ Interest, if **any**, over the amount transferred shall be paid to **the Member** directly **in** cash, or be paid to the Member **as a benefit**, ~~as permitted by the~~ Income ~~Tax Act~~ and the Pension Benefits Act,
- (4) Subject to Section **C5.04(2)(c)**, a Member who **is** entitled to a refund of contributions under Section C5 may elect to transfer the refunded amount to a registered retirement savings plan.

#### **C5.05 Small Benefit Commutation**

If the annual lifetime pension payable at the Member's **Normal** Retirement Date is not **more** than 2% of the YMPE in the year of the Member's termination of Continuous Service, or such other amount **as** may be prescribed for **this** purpose under the Pension Benefits Act and subject **to the limits** prescribed by the Income ~~Tax~~ Act, the Member **may** elect to receive a lump sum payment equal to the Commuted Value ~~of~~ the benefits to which he is entitled in full **satisfaction of** his entitlement **to a** pension. If the **Member** does not make such election, his entitlement will be paid **as** a pension the frequency of which is at the discretion of the Committee, but not less frequently than annually.

## Section C6 – Appendix C Disability Accrual

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### **C6.01 Credited Service During Disability Period**

Each year, or part thereof, during the period of Total Disability, while in receipt of benefits from the long term disability plan sponsored by the Municipality or recognized by the Committee for this purpose, counts as a year, or part thereof, of Credited Service for the Member and the benefit is determined based on the provisions of the Plan, as modified by Section C6.02, provided contributions in accordance with Section 4.01 of the Master Text are being made by the Employee for such periods of disability.

### **C6.02 Earnings and Contributions During Disability Period**

For the purpose of disability accrual as described in Section C6.01, the Member's benefit accrual in accordance with Section C3.01 and required contributions in accordance with Section 4.01 of the Master Text during the disability period are based on the Member's Earnings immediately before the commencement of his disability.

### **C6.03 Disability Ending Before Normal Retirement**

If the Member, for any reason, ceases to receive benefits from the long-term disability plan sponsored by the Municipality or recognized by the Committee for this purpose before his Normal Retirement Date, the Member shall cease to accrue Credited Service in accordance with Section C6.01 above.

### **5. Disability Continuing Until Normal Retirement**

A Member whose period of Total Disability continues until his Normal Retirement Date is deemed to retire on his Normal Retirement Date and the Member's benefit is calculated based on the provisions of the Plan as modified by Section C6.02.

## Section C7 — Appendix C Death Benefits

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### **C7.01 Death Benefit Payable to Spouse**

If a **Member** who has a **Spouse** dies ~~before~~ **before** pension commencement, a death benefit is payable to the Member's Spouse in the normal **form** of pension as specified in Section **C4.01(1)** based on the Member's **pension** accrued to him under Section **C3.01**. In no event shall **the** Commuted Value of the Spouse's pension be less than 60% of the Commuted Value **of** the Member's benefit accrued to the date of the Member's death. ~~For~~ deaths occurring on and after January 1, 1992, in no event shall the pension payable to the **Member's** Spouse exceed 66 2/3% of the lifetime retirement benefits that would have otherwise been payable to the Member.

### **C7.02 Death Benefit Payable to Non-Spouse Beneficiary**

If a Member who does not have a **Spouse** dies ~~before~~ **before** pension commencement, a lump *sum* death benefit is payable to the **Member's** Beneficiary which is 60% of the Commuted Value **of** the **Member's** pension accrued to him under Section **C3.01** in the normal **form** of pension as specified in Section **C4.01(2)**. On and after January 1, 1992, any death benefit payable under this Section **C7.02** is subject to the **limits** of Income ~~Tax~~ Act Regulation **8503(2)(i)**.

### **C7.03 Refund of Excess Contributions**

In addition to any other death benefit payable under Section **C7**, the **Member's** Spouse, ~~or~~ if he **has** no Spouse, his Beneficiary **is** entitled to receive a refund of any excess contributions made under the Plan determined under Section **C3.04**.

### **C7.04 Payment of Death Benefit**

Any death benefit payable shall be paid **as** soon as is practicable after the death of the Member.

**C7.05 Death Benefit After Commencement of Pension**

Any death benefit payable upon the death of a Member who has commenced to receive his pension is determined in accordance with the form of the pension being paid to the Member pursuant to Section C4.

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## Section C8 – Appendix C Benefit Increases

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### ~~C8.01 Pension Increases for Retired Members~~

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The ~~Committee~~ may increase pensions that are in the course of payment to retired Members, subject to the required approvals as described in Section 7.01 of the ~~Master Text~~. The aggregate percentage increase for a Member shall not exceed the aggregate percentage increase in the Consumer Price Index ~~from~~ the Member's retirement ~~date~~.

The recommendation to make such increases is at the complete discretion of the Committee and represents no right or entitlement to Plan Members or retired Members.

Notwithstanding this provision, the calculation of any increase on or after April 1, 1996, shall be subject to the general limitation on pension increases set out in Section 11.01 of the Master Text.

# Schedule A – Early Retirement Program – Halifax County Regional Rehabilitation Centre

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The Municipality is offering an Early Retirement Program (the “ERP”) to all eligible Members of the Plan.

## 1. **Definitions**

“Class A Member” means an active Member of the Plan who is a Member pursuant to this Appendix, or pursuant to the Appendix relating to the Current Plan, working at the Halifax Regional Rehabilitation Centre.

“Class B Member” means all Members of the Plan that are not falling under the definition of Class A Members.

## 2. **Eligibility**

A Class A Member who, between July 1, 1996 and June 30, 1999 is either:

- (a) age 60 and has completed a minimum of 5 years of Continuous Service; or
- (b) the sum of his age and Continuous Service totals at least 80,

may elect to retire under the terms of this ERP on the first day of any month following his eligibility, but not before July 1, 1996, and not later than July 1, 1999.

## 3. **ERP Benefits**

Upon retirement in accordance with this ERP, an eligible Member shall be entitled to the following benefits, in addition to the benefits otherwise normally provided under the Plan:

(a) Early Retirement Date

Notwithstanding Section C2.02, a Member may retire early under the ERP as soon as the eligibility requirements are met.

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~~(a) Waiver of Early Retirement Reduction~~

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The early retirement reduction otherwise applicable under Section C3.02 of the Plan shall be waived.

Notwithstanding the above, the early retirement reductions required by the Income Tax Act Regulation 8503(3)(c) shall continue to apply.

(c) Bridge Benefit

A temporary pension shall be payable during ~~the Member's~~ lifetime, commencing on his early retirement date up to and including the first day of the month during which the Member attains age 60, the annual amount of which is equal to 70% of the lower of (a) and (b):

(a) 25% of the average of the YMPE over the three year preceding the early retirement date; and

(b) 25% of his Highest Average Earnings,

multiplied by the lower of (c) and (d):

(c) 1; and

(d) his Credited Service at his early retirement date divided by 30.

Such temporary pension shall not be higher than allowed under the Income Tax Act Regulation 8503(2)(b).



***Appendix D***

***Prior City of Halifax***

***Superannuation Plan***

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## Section D1 – Appendix D Definitions

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~~In the Master Text, specific words and phrases are defined and have applicability to this~~  
Appendix, unless the same word or phrase is defined in this Appendix, in which case the definition set out below applies to this Appendix, except where specific reference is made to the Master ~~Text~~.

- D1.01 ***Augmented Past Service Benefit*** means two percent of a Member's 1944 Earnings for each year of service prior to December 31, 1944, from the **date** when he would have been eligible to join the Plan, namely when such Member had completed at least one year's continuous employment with the Municipality and had attained the age of twenty-one years, and **two** percent of each year's Earnings of the Member from January 1, 1945 to December 31, 1950.
- D1.02 ***Canada Pensionable Earnings*** means that amount of salary or wages of a Member of the Plan received by him from the Municipality or from any board, commission or authority of the Municipality, as the case may be, upon which such Member's contribution to the Canada Pension Plan was based, including the amount of such Member's basic exemption under such Plan.
- D1.03 ***Continuous Full-time Employee*** means an employee of the Municipality who is permanent, probationary or regular in a classified or complement position and who works all of the hours normally associated with that position, and includes seasonal employees who are hired as permanent **staff** subject to seasonal layoff.
- D1.04 ***Current Service Benefit*** means two percent of the Member's Earnings for each year of service that the Member has contributed or is deemed to have contributed to the Pension Fund, as the case may be, from January 1, 1951 to December 31, 1965.
- D1.05 ***Dependent Child*** means a child that is the natural or adopted child of a Member of the Plan, or a child in the custody and control of such Member, is unmarried,

under **the** age ~~of~~ **19** years, or between the ages of 19 and 25 years and continuing to **go to school or university full time;**

D1.06 **Earnings** means **the** basic regular hourly wages or annual **salary**, including shift and sewer bonuses, ~~and like amounts received on a regular basis, but does not~~ include overtime pay, **cash** in lieu of vacation, **performance** bonuses, clothing allowances or other amounts not part of a Member's basic remuneration.

D1.07 **Integrated Service Benefit** means one and one-half percent of each year's Canada Pensionable Earnings of the **Member** for each year of employment from January **1, 1966** until the date of retirement of the Member, and two percent of the Member's Earnings for each year of service that the Member has contributed to the Pension Fund in excess of Canada Pensionable Earnings from January **1, 1966** until the **date** of retirement **of the** Member and forms part of **the** Member's pension at age sixty-five of the retired **Member**.

D1.08 **Interim Service Benefit** means **two** percent ~~of~~ the Earnings of a Member ~~of~~ the Police Force or Fire Department for each year of service that the Member has contributed to the Pension Fund from January **1, 1966** to the date of retirement of the Member and forms part of the **Member's** pension from date of retirement to age sixty-five.

D1.09 **Life Annuity** means an annuity that continues for the duration of the life of the annuitant, whether or not it is thereafter continued to some other person, and "deferred life annuity" means a Life Annuity that commences at retirement age under the Plan but in any event not later than age sixty-nine years.

D1.10 **Past Service Benefits** means one and one-quarter percent of a **Member's** <sup>1944</sup> Earnings for each year of service prior to December **31, 1944**, from the date when he would have been eligible to join the Plan, namely when such Member had completed at least **one** year's continuous employment with the Municipality and had attained the age of twenty-one years, and one and one-quarter percent of each year's Earnings of the Member from January 1, 1945 to December 31, 1950.

D1.11 **Pension Benefit** means the aggregate annual, monthly or some other periodic amount to which an employee will become entitled upon retirement or to which **any** other person is entitled by virtue of his death after retirement under the Plan.

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D1.12 **Regulations** means regulations made pursuant to the Pension Benefits Act.

D1.13 **Supplementary Grunt** means the **sum** by which the result of the average salary of the Member in the years 1961, 1962, 1963, 1964 and 1965 multiplied by two percent times the number of years of service for which **the Member** has contributed to the Pension Fund in respect of **Augmented Past Service Benefits** (provided, however, that this calculation does not exceed **sixty percent of the** average salary of the Member in the years 1963, 1964 and **1965**), exceeds the Augmented Past Service Benefit and Current Service Benefits earned prior to December 31, 1965.

D1.14 **Totally and Permanently Disabled** means, in relation to a Member of the Plan, suffering from a physical or mental impairment that prevents the Member from engaging in any employment for which the Member **is** reasonably suited by virtue of the Member's education, training or experience and that can reasonably be expected to last for the remainder of the Member's life.

D1.15 **Voluntary Additional Contribution** means an additional contribution by an employee to or under the Plan except a contribution the payment of which, under the **terms** of the Plan, **imposes** upon **the** Municipality an obligation to make a concurrent additional contribution to or under the Plan.

## Section D2 – Appendix D Retirement Dates

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### D2.01 Normal Retirement Date

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The normal retirement date for a Member of the Plan shall be as follows:

- (a) for a Member of the Plan, other than a member of the Police Force or Fire Department, on the first day of the month following such Member's **sixty-fifth** birthday;
- (b) for a Member of the Plan who is or has been the **mayor** or a councillor of the Municipality, on the first day of the month following such Member's **sixty-fifth** birthday;
- (c) for a Member of the Plan who is a member of the Police Force or Fire Department, on the first day of the month following such Member's **sixtieth** birthday.

### D2.02 Optional Retirement Dates

- (a) Notwithstanding the provisions of Section D2.01, a Member of the Plan, at his own option, prior to July 1, 1997, may retire when the sum of the Member's age and the number of **years** of Credited Service with the Municipality, **as the case may be**, totals eighty-five (provided however, **no** Member shall be **permitted to retire prior to the Member's** fifty-fifth birthday), or when the **Member** attains age 60.
- (b) Notwithstanding the provisions of Section D2.01, a Member of the Plan, at his own option on or after July 1, 1997, may retire when the **sum** of the **Member's** age and the number of years of Continuous Service, excluding **any periods** that do not qualify as early retirement eligibility service (as defined in the **Income Tax** Act), with the Municipality, or any board, commission or authority of the Municipality, as the case **may be**, totals

eighty (provided, however, no Member shall be permitted to retire prior to the Member's fiftieth birthday), or when the Member attains age 60.

Notwithstanding this Section **2.02(b)**, if the Member's Optional Retirement ~~date in accordance with the provisions of Section 2.02(a) precedes the Member's~~ Optional Retirement under this Section **2.02(b)**, the Member's Optional Retirement Date under this Section **2.02(b)** shall be the earlier of **2.02(a)** or **2.02(b)** regardless of the effective date of this Section **2.02(b)**.

- (c) Notwithstanding Sections D2.01, **D2.02(a)** and **D2.02(b)**, a Member of the Plan who is a member ~~of~~ the Police Force or the Fire Department and whose employment as such commenced on or after July 1, 1994, at that Member's own option may retire when the sum of the Member's age and the number ~~of~~ years of Continuous Service, excluding any ~~periods~~ that do not qualify ~~as~~ early retirement eligibility service (~~as~~ defined in the Income ~~Tax~~ Act), with the Municipality of such Member totals seventy-five.
- (d) Notwithstanding Sections D2.01, **D2.02(a)** and **D2.02(b)**, a Member of the Plan, other than a member of the Police Force or the Fire Department whose employment with the Municipality or any board, commission or authority ~~of~~ the Municipality commenced on or after July 1, 1994, at that ~~Member's~~ own option may retire when the sum of the Member's age and the number of years of Continuous Service, excluding any ~~periods~~ that do not qualify ~~as~~ early retirement eligibility service (~~as~~ defined in the Income ~~Tax~~ Act), with the Municipality or any board, commission ~~or~~ authority of the Municipality totals eighty, ~~or~~ when the Member attains age 60.
- (e) ~~Where a Member~~ elects to retire pursuant ~~to~~ Section D2.02, the retirement date shall be the first day of any month following the month in which the election is made.

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## D2.03 Postponed Retirement

- (a) The Municipality, ~~or~~ any **board**, commission or authority ~~of~~ the Municipality, ~~as the case may be, may~~, with consent ~~of~~ the Member concerned, ~~retain any Member in the employ of the Municipality or of any~~  
~~board, commission or authority of the Municipality, as the case may be,~~  
after such ~~Member's~~ normal retirement date.
- (b) Where **any** Member is retained in the employ of the Municipality, or of any **board**, commission or authority of the Municipality, after the Member's normal retirement date,
- (i) contributions to the Pension Fund shall be made after the Member's normal retirement date by the Municipality, or by the board, commission or authority ~~of~~ the Municipality, as the case ~~may~~ be, in respect ~~of~~ the Member and by the Member;
- (ii) the contributions shall cease before the Member's sixty-ninth birthday;
- (iii) the Pension Benefits, otherwise payable at the Member's normal retirement date, are not payable until the Member's deferred retirement date or the Member's sixty-ninth birthday, whichever is earlier; **and**
- (iv) if the Member dies before the Member's retirement, survivor's benefits payable pursuant to the Plan apply as if the ~~Member~~ retired at the Member's normal retirement date and the Member's estate is entitled to all the Member's benefits that accrued up to the thirty-first day of December, 1965, with respect to the guarantee of **sixty** monthly payments by Section D4.01.



## D2.04 Disability Retirement Date

(a) Where a Member of the Plan

(i) **ceases to** be employed by the Municipality or any board,  
commission or authority of the Municipality prior to the **Member's**  
normal retirement date by reason of the Member having become  
Totally and Permanently Disabled;

(ii) has been a Member of the Plan for at least two **years** prior to the  
**date** the Member ceased to be employed by the Municipality or any  
**board**, commission or authority of the Municipality; and

(iii) has requested the Committee in writing to grant the Member a  
disability pension;

the **Committee**, after receiving a **report** from a medical doctor, licensed to  
practice under the laws of the Province or any other province of Canada or  
of the place where the Member resides, that the Member is Totally and  
Permanently Disabled, may, if it is satisfied that the Member is Totally and  
Permanently Disabled, grant the Member a disability pension commencing  
on the **date** the Member ceased to be employed by the Municipality.

(b) A Member of the Plan who is awarded a disability pension pursuant to  
Section **D2.04(a)** shall receive the **full** amount of the retirement income  
earned up to the **date** of the **Member's** early retirement and that would  
otherwise be payable at the Member's normal retirement date.

## D2.05 Early Retirement Date

(a) A **Member** of the Plan who is within ten **years** of attaining **the** normal  
retirement **date** may elect to receive an early retirement Pension Benefit.

(b) A former **Member** of the **Plan**

(i) whose employment **with** the Municipality **terminated** on or after the first day of January 1988,

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(ii) who is entitled to a deferred pension, and

(iii) who is within ten years of attaining the normal retirement date,

may elect to receive an early retirement Pension Benefit.

(c) The Member or former Member **may** require the commencement of payment of the early retirement Pension Benefit at any time within the ten-year period referred to in (a) or (b) above respectively.

(d) For the purposes of this Section D2.05, an early retirement Pension Benefit shall

(i) be the actuarial equivalent of the Member's Pension Benefit or the former member's deferred Pension Benefit under the plan; and

(ii) be calculated in such a way that the commuted value of the early retirement Pension Benefit, **as** at the date upon which the Member or former Member elects to commence receipt of such benefit, is equal to the commuted value of the Pension Benefits to which the Member or former Member would be entitled if the Member or former Member retired on the Member's or former Member's **normal retirement date**, but only based on the Pension Benefits accrued to the Member or former Member up to the date upon which the Member elects to commence receipt of the early retirement Pension Benefit, except that the cost to the Plan of the early retirement Pension Benefit shall not exceed the maximum pension as specified in the Income **Tax** Act.

The reduction applied as a result of the calculation of actuarial equivalent Pension Benefit shall be at least equal to the Prescribed Reduction (as defined in the ~~Master Text~~) where the conditions for the application of the Prescribed Reduction (as described therein) apply

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## Section D3 – Appendix D Service Benefits and Supplementary Grants

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D3.01 A Member's pension may consist of one ~~or more!~~ of ~~the~~ following benefits:

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- (a) a ~~Past~~ Service Benefic
- (b) an Augmented ~~Past~~ Service Benefic
- (c) a Supplementary **Grant**;
- (d) a Current Service Benefic;
- (e) an Interim Service Benefic
- (f) an Integrated Service Benefic.

D3.02 (1) A Member, other than a member of the Police Force or Fire Department, who has joined the Plan subsequent to January 1, 1951, shall receive at his normal retirement date, ~~the greater of~~ either

(a) the result of the average annual Earnings of the Member during the three consecutive years of highest Earnings of the Member during his employment with the Municipality, multiplied by the product of two percent ~~times~~ the number of years during which the Member contributed or is deemed ~~to~~ have contributed ~~to~~ the Pension Fund ~~as the case may be,~~ and in no ~~case~~ to exceed 35 years; or

- (b) (i) a Current Service Benefic and
- (ii) an Integrated Service Benefic.

(2) A member of the Police Force or Fire Department who joined the Plan subsequent ~~to~~ January 1, 1951, shall receive at his normal retirement date, ~~the greater of~~

(a) the result of the average annual Earnings of the Member during the three consecutive years of highest Earnings of the Member during his

employment with the Municipality, multiplied by the product of two percent times the number of years during which the Member contributed or is deemed to have contributed to the Pension Fund as the case may be, and in no case to exceed 35 years; or

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- (b) (i) a Current Service Benefit;
  - (ii) an Interim Service Benefit; and
  - (iii) an Integrated Service Benefit.
- (3) In calculating Current Service Benefits, a part year of membership in the Plan shall be credited with its proportionate amount of a full year's benefits.
- (4) In calculating Pension Benefits in respect of an employee other than a continuous full-time employee,
- (a) years of service shall be calculated firstly by
    - (i) accumulating hours worked to calculate work weeks with the number of hours required to equal a work week being the same number of hours as would be required by a Continuous Full-time Employee in a comparable position, and then
    - (ii) accumulating work weeks to calculate work years, with fifty-two work weeks equalling a work year; and
  - (b) average annual Earnings shall be calculated on an annualized basis.

D3.03 Notwithstanding any other provisions of this Plan, where a Member of the Plan is on leave of absence from his employment with the Municipality, or he is disabled but is not in receipt of a disability pension pursuant to the Plan, he may, at his option, contribute to the Pension Fund the payment which would otherwise have

been made **by** deductions from his Earnings during time of normal employment with the Municipality, provided that payment of the contribution of the Municipality **with respect** to the **member** is also made **by the Member**, and subject to the limits of Regulation 8507 of the Income **Tax Act**.

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- D3.04 (1)** A member who joined the Plan **as of January 1, 1951**, shall receive at his normal retirement **date**, the **greater** of either
- (a)** the result of the average annual Earnings of the Member during the **three** consecutive years of highest Earnings of the **Member** during his employment with the Municipality, multiplied by the product of two percent times the number of years during which the Member contributed or is deemed to have contributed to the Pension Fund **as the case may be**, and in no **case** to exceed 35 years; or
  - (b)**
    - (i)** a Past Service Benefit
    - (ii)** a Current Service Benefit
    - (iii)** an Interim Service Benefit; and
    - (iv)** an Integrated Service Benefit.
- (2)** In calculating years of continuous employment, recognized leave of absence shall not be considered **as** a break in employment, but absence on such recognized leave, except in cases of leave of absence granted for war service or under other special circumstances, shall not be included in determining the total **period of** continuous employment.

- D3.05 (1)** Members **who** joined the Plan **as of January 1, 1951**, may contribute five percent of their annual Earnings for each year of service during the **period** January **1, 1945** to December **31, 1950**, together with such interest thereon

as the Committee may designate, in order to increase their Past Service Benefits.

- 
- (2) For each year for which the appropriate five percent contribution and interest is so paid, the Augmented Past Service Benefit rate will be increased from one and onequarter percent to two percent.

D3.06 Notwithstanding the provisions of Section D3.04(1) of this Plan, a Member of the Plan, other than a member of the Police Force or Fire Department, who joined the Plan as of January 1st, 1951 and who, in respect of service prior to that date has paid to the Pension Fund the contributions provided for under the Plan, shall receive at his normal retirement date, the greater of either

- (a) the result of the average annual Earnings of the Member during the three consecutive years of highest Earnings of the Member during his employment with the Municipality, multiplied by the product of two percent times the number of years during which the Member contributed or is deemed to have contributed to the Pension Fund as the case may be, and in no case to exceed 35 years; or
- (b) (i) an Augmented Past Service Benefit;
- (ii) a Supplementary Grant;
- (iii) a Current Service Benefit; and
- (iv) an Integrated Service Benefit.

D3.07 Notwithstanding the provisions of Section D3.04(1) of this Plan, a member of the Police Force or Fire Department, who joined the Plan as of January, 1951, and who, in respect of service prior to that date has paid to the Pension Fund the contributions provided for under the Plan, shall receive at his normal retirement date, the greater of either

- (a) the result of the average annual **Earnings** of the Member during the three consecutive years of highest **Earnings** of the Member during his employment with the Municipality, multiplied **by** the product **of two**  
~~percent times the number of years during which the Member contributed or~~  
is deemed **to** have contributed to the Pension Fund **as** the case may be, and in no case to exceed 35 years; or
- (b) (i) an Augmented Past Service Benefit;
- (ii) a Supplementary Grant;
- (iii) a Current **Service** Benefit;
- (iv) an Interim Service Benefit; and
- (v) an Integrated Service Benefit.

**D3.08** The Municipality, or any board, commission or authority of the Municipality, **as the case may be**, shall not **make**, grant or give any gratuitous pension **grants to** any retired employee of the Municipality or of any board, commission or authority of the Municipality, **as the case may be**, or to any survivors of such retired employee, or to the survivors of a deceased employee, **who** retires or dies after the date this Plan is effective,

**D3.09** Notwithstanding any other provisions of this Plan, a Member of the Plan **who** retires subsequent **to** the first day of January, **1974**, upon attaining his sixty-fifth birthday, or his survivor, shall receive from the Pension Fund an additional **sum** calculated annually on the first day of January in each year at the **rate of two** percent of his then Pension Benefits.

**D3.10** Notwithstanding any other provisions of **this** Plan, a **Member** of the Plan **who** retired on or **before the** first day of January, 1974, or his survivor, shall receive



from the Pension Fund an additional **sum** calculated **annually** on the **first** day of January in each year at the rate of two percent of his then Pension Benefits, the first such additional **sum** to be calculated on the first **day** of January, 1980.

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~~D3.11 Notwithstanding Sections D3.09 and D3.10, no further additional sums shall be~~  
received from the **Fund** pursuant to **those** Sections after the first day of January, 1994.

D3.12 Notwithstanding any other provision of this Plan, a **retired** Member of the Plan, or his survivor, who is in receipt of Pension Benefits under the provisions of the Plan, shall, commencing the first day of January, 1981, receive from the Pension Fund an additional sum which shall be the maximum as **may** be determined to be prudently available, calculated annually on the first day of January in each year at a rate to be established from time to time by the Committee after receiving advice from the actuary appointed by the Committee to advise it and provided in any event that

- (a) no such additional benefit shall **be** provided to any pensioner who has not attained his fiftieth birthday unless he has qualified for a disability pension in accordance with of Section D2.04; and
- (b) sufficient **surplus** funds **exist** in the Pension Fund to guarantee the continuation of these additional benefits at the same level during the full remaining lifetime of the pensioner **or** survivor as the case may be.

Any increases or **sums** calculated under this section on or after April 1, 1996 shall be subject to the general limitation on pension increases set out in Section 11.01 of the Master **Text**.

D3.13 Notwithstanding any other provision of the Plan, Earnings may include prescribed compensation (**as** determined under the Income **Tax** Act). The accrual of Credited Service on account of **periods** of reduced pay or temporary absence is subject to the limits of Regulation 8507 of the Income **Tax** Act.

**D3.14 No Pension Benefit paid under the Plan shall exceed the maximum pension permitted under the Income Tax Act.**

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## Section D4 – Appendix D Payments Under the Plan

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~~D4.01 (1) Commencing at a Member's retirement date, such Member shall receive~~

each month a **sum** equal to one-twelfth of the annual amount of his Pension Benefits for as long as such Member lives.

- (2) Should a **Member** die before **sixty** monthly **sum** payments have been paid, and the **Member** leaves no surviving Spouse or Dependent Child in respect of whom a survivor's pension is paid, payment, including Supplementary Grants, shall be paid to the Member's estate, of an amount equal to the remainder of the **sixty** payments.

**D4.02 (1)** Subject to Section D4.02(5), if a Member of the Plan leaves the employ of the Municipality or any board, commission or authority of the Municipality, as the case may be, before his retirement date, such Member shall be entitled to receive a refund of his contributions to the Plan, together with Credited Interest, and such Member shall cease to be a Member of the Plan.

- (2) A Member of the Plan, who leaving the employ of the Municipality or any board, commission or authority of the Municipality has received a refund of contributions, shall, on becoming re-employed by the Municipality or any board, commission or authority of the Municipality, be entitled to repay into the Plan the amount refunded plus Credited Interest at the rate of return of the Plan from the date of refund to the date of repayment. Any such repayment in respect of service prior to January 1, 1990 must be transferred from a registered retirement savings plan, a deferred profit-sharing plan, or another registered pension plan.

- (3) In Section D4.02(4), "service for a continuous period" means service for a period of time without regard to periods of temporary suspension of employment.

(4) A Member of the Plan who has been in the service of the Municipality or of any board, commission or authority of the Municipality for a continuous period of two years is, upon termination of employment with the Municipality or membership in the Plan prior to attaining retirement age, ~~entitled to a deferred life annuity commencing at normal retirement age an~~ equal to the Pension Benefits in respect of service as an employee of the Municipality or a board, commission or authority of the Municipality except Pension Benefits provided by Voluntary Additional Contributions.

(5) Upon termination of his employment or upon termination of his membership in the Plan, a Member of the Plan who is entitled to a deferred life annuity under Section D4.02(4) is not entitled to withdraw any part of his contributions to or under the Plan, except voluntary additional contributions, and such contributions shall be applied under the terms of the Plan toward the provision of the deferred life annuity required to be provided to the employee under Section D4.02(4).

(6) **Small Benefit Commutation**

If the annual lifetime pension payable at the Member's termination of employment or retirement is not more than 2% of the YMPE in the year of the Member's termination of Continuous Service, as defined in the Master Text, or such other amount as may be prescribed for this purpose by the Pension Benefits Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such an election, his entitlement will be paid as a pension, the frequency of which is at the discretion of the Committee, but not less frequently than annually.

D4.03 (1) A Member of the Plan entitled to a deferred pension may require the Committee to pay the commuted value of the deferred pension

(a) to the Pension Fund related to another pension plan, if the administrator of the other pension plan agrees to accept the payment;

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(b) into a retirement savings arrangement prescribed by the Regulations;  
or

(c) for the purchase for the Member of a deferred life annuity under which payment will not commence more than ten years before the normal retirement date under the Plan.

(2) Section D4.03(1) **does** not apply to a Member whose employment is terminated and who **is** entitled to and elects to receive immediate payment of a Pension Benefit pursuant to **the** Plan.

(3) A Member **may** exercise the member's entitlement pursuant to Section D4.03(1) by delivering to the Committee a direction in a **form** prescribed by the Regulations.

(4) The Committee shall not make payment pursuant to Section **D4.03(1)(b)** or (c) except upon receipt of evidence that the payment will be administered **as** a deferred pension in accordance with the conditions prescribed by the Regulations.

(5) If a payment pursuant to Section D4.03(1) will or is likely **to** result in the Pension Fund failing to meet the solvency standards prescribed by the Regulations, the Committee shall not, except with the approval of the Superintendent of Pensions, make such payment.

**D4.04 (1)** If a **Member** of the Plan has left the employ of the Municipality or of any board, commission or authority of the Municipality, **as** the case may be, and, under the provisions of Section D4.02, has elected not to withdraw his contributions under the Plan, and such Member **subsequently** dies before

his normal retirement date, the estate of such Member may receive a payment ~~from the~~ Pension Fund equal to all the contributions of such deceased Member, together with Credited Interest thereon.

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~~(2) Survivors' benefits, under the provisions of Sections D4.10 and D4.11, shall~~  
not apply if the estate of a Member receives the payment as provided in Section D4.04(1).

**D4.05** If a Member of the Plan dies while in the employ of the Municipality or of any board, commission or authority of the Municipality, as the case may be, and survivors' benefits are not payable under the provisions of this Plan, the estate of such Member shall receive a payment equal to all the contributions of such deceased Member, together with Credited Interest thereon.

**D4.06** Commencing on January 1, 1966, the following survivors' benefits shall become available to survivors of deceased Members of the Plan:

- (a) a spouse's benefit and
- (b) an orphan's benefit;

and such survivors, who qualify as hereinafter provided, shall receive each month a sum equal to one-twelfth of the annual amount of such survivors' benefits.

**D4.07 (1)** A surviving Spouse of a deceased Member of the Plan entitled to a spousal benefit with full benefits shall, subsequent to January 1, 1969, annually receive the greater of either

- (a) the result of the average Earnings of the Member during the three consecutive years of highest earnings of the Member during his employment with the Municipality, multiplied by the product of one and one-fifth percent times the number of years during which the Member contributed or is deemed to have contributed to the

Pension Fund, as the **case may be**, and in **no case** to exceed **35 years**; ~~or~~

**(b) (i) sixty percent of the Current Service Benefits of the deceased Member, plus any of the following where applicable;**

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**(ii) sixty percent of the Member's Interim Service Benefits;**

**(iii) sixty percent of the Member's Integrated Service Benefits;**

**(iv) sixty percent of the Member's Supplementary Grant;**

**(v) sixty percent of the Member's Past Service Benefits; and**

**(vi) sixty percent of the Member's Augmented Past Service Benefits.**

**(2) Notwithstanding the provisions of Section D4.07(1), where a Member of the Plan died prior to December 31, 1968, the surviving Spouse of the deceased Member shall receive from the Pension Fund**

**(a) sixty percent of the Current Service Benefits of the deceased Member;**

**(b) sixty percent of the Member's Interim Service Benefits;**

**(c) sixty percent of the Member's Integrated Service Benefits;**

**(d) sixty percent of the Member's Supplementary Grant;**

**(e) sixty percent of the Member's Past Service Benefits; and**

**(f) sixty percent of the Member's Augmented Past Service Benefits;**

provided, **however**, that if such surviving Spouse **has** received payment from the Pension Fund the contributions of such deceased **Member** and Credited Interest thereon, the surviving spouse shall not receive further payments from the Pension Fund ~~as set out above until such time as the amount of refund of contributions~~ and Credited Interest has been off-set by pension the **surviving** Spouse would have received under the provisions of **this** Section had this Section been in force and effect at **the** time of the death of the **Member**; and further provided **that** if a surviving **Spouse** or the estate ~~of a~~ deceased Member is receiving the **sixty** payments guaranteed under Section D5.01, the surviving Spouse **may**, prior to July 1, 1969, elect to continue to receive payments after that date under Section D5.01, or in the alternative the surviving Spouse **may** receive the benefits payable under this Section.

Notwithstanding the above, any pension payable to a Spouse under this Section D4.07 shall not exceed the limits imposed by Regulation **8503(2)(e)** under the Income **Tax Act**.

- D4.08 (1)** If a Member of the Plan dies, an orphan's benefit shall be payable from the Pension Fund **on** behalf of any dependent or disabled child, whether or not the other parent of such Dependent or disabled child is alive.
- (2)** Every dependent or disabled child entitled to orphan's benefits shall annually receive from the Pension Fund a benefit equal to twenty percent of an annual spousal benefit with full benefits, calculated in the manner as provided in Section D4.07; provided, however, that orphan's benefits shall not be paid for more than four such Dependent or disabled children of such deceased Member.
- (3)** Where a Member leaves no spouse surviving or where the spouse dies, the **spousal** benefit **that** would have been payable to the spouse had the spouse survived or that was being paid to the spouse before the spouse's death shall be paid in respect of the Dependent or disabled children in .



substitution for the orphan's benefit payable pursuant to Section D4.08(2) for **as long as** an orphan's benefit would be payable to any child, and the spousal benefit shall be divided equally among the children **as** would be entitled to an orphan's benefit from time to time.

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**D4.09 (1)** An orphan's benefit paid on behalf of a Dependent Child shall cease when such child is no longer a Dependent Child.

(2) An orphan's benefit paid on behalf of a disabled child shall cease when such child is **no** longer disabled, or reaches the age of twenty-five years, whichever event happens first.

D4.10 Notwithstanding any other provision of this Plan, any orphan's benefit or other benefit paid to a disabled or Dependent Child shall be paid only for the duration of the eligible survivor benefit **period**, as defined in the Income **Tax** Act and shall not exceed the limits imposed by Regulation 8503(2)(e) thereunder.

D4.11 Notwithstanding the provisions of Sections D4.07 and D4.08, if a **Member** of the Plan dies within five years after the date of his retirement, and his estate is entitled to receive payments based on the benefits accrued to **such** deceased Member up to December 31, 1965, under the provisions of Section D4.01, any survivors' benefits to which the survivors of such deceased Member are entitled with respect to that portion of the Pension Benefits upon which such payment to the estate are based, shall not commence until such payment to the estate is terminated.

D4.12 **Minimum Benefit with Respect to Required Contributions**

If, upon the termination of a Member's Continuous Service:

(a) the Member's Required Contributions under Section 4.01 of the Master Text of this Plan and any Prior Plan, plus Credited Interest to the date of the determination

exceed

- (b) 50% of the Commuted Value of the Member's pension comprised of (i) and (ii) as follows:
- 

- (i) the pension accrued or granted to him under ~~this~~ Plan and any Prior Plan, plus
- (ii) any benefit improvement granted to him under this Plan and any Prior Plan,

the Member, or the ~~Member's~~ Spouse or Beneficiary, as applicable, is entitled to receive a refund of the excess contributions.

This Section D4.12 shall not apply in respect of a benefit from additional voluntary contributions.

***Appendix E***

***Prior Metropolitan Authority  
Employees' Pension Plan***

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## SCHEDULE A TO APPENDIX E

## Section E1 – Appendix E Definitions

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In the Master Text, specific words and phrases are defined and have applicability to this Appendix, unless the same word or phrase is defined in this Appendix, in which case the definition set out below applies to this Appendix, except where specific reference is made to the Master Text.

**E1.01 Best Average Salary** means the average of the best five years of Earnings paid to the Employee by the Municipality.

**E1.02 Compensation** has the same meaning as assigned in subsection 147.1 of the Income Tax Act.

**E1.03 Disabled** means, in relation to a Member, suffering from a physical or mental impairment that prevents the Member from performing the duties of employment in which the Member was engaged prior to the commencement of the disability.

**E1.04 DTS Service** means, in respect of persons employed by Dartmouth Transit on February 28, 1981, and who are transferred to the Metropolitan Transit Commission on March 1, 1981, Continuous Service with Dartmouth Transit and any predecessor employers but excluding those periods of Service before January 1, 1967.

**E1.05 Earnings** means a Member's annual base salary, or in the case of a less than full-time Member the annualized base salary, or the total annual earnings if less, as determined by the Committee, on which the Member makes contributions to the Plan, and excludes other compensation such as bonuses, incentive compensation, compensation for overtime and other fluctuating emoluments as determined from time to time by the Committee. For the purpose of determining benefits and contributions, Earnings shall include Prescribed Compensation where required.

E1.06 **Effective Date** for this Appendix E means **January 1, 1967**.

E1.07 **Maximum Bridging Benefit** means for a particular month, the amount determined by the following formula:

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$$(A \times C \times E/F) + (G \times (1 - E/F))$$

where

**A:** equals (assuming member is age 65):

$$\text{Max. OAS Benefit} + \left\{ \text{Max. CPP Benefit} \times \text{lesser of} \left( \frac{\text{total of highest remuneration for 3 calendar years}}{\text{total of YMPE for same 3 years}}, 1 \right) \right\}$$

**C:** ratio of the CPI in the particular month to the CPI in month of retirement

**E** is the member's Pensionable Service prior to 1992

**F:** the member's total Pensionable Service

**G:** the amount determined by the following formula

$$A \times (1 - .0025 \times B) \times C \times D/10$$

where

**A:** is the amount determined for **A** in the preceding formula

**B:** the number of months between actual retirement date and age 60 (or 0 in the case of a Totally and Permanently Disabled Member).

**C:** is the amount determined for **C** in the preceding formula

- D the lesser of 10 and **the** actual years of Pensionable Service (or 10 in the **case of a** Totally and Permanently Disabled **Member**)

E1.08 *Maximum Pension* means,

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- (a) In respect of service prior to January **1, 1992**, the product of:
- (i) the number of years of Pensionable Service of a Member not exceeding 35, and
  - (ii) the lesser of **\$1,715** and **2%** of the average best three consecutive years of remuneration paid to the Employee, or
- if paid in another form, shall not exceed an amount that would be the Actuarial Equivalent of the amount that would be otherwise determined under the above formula. This rule applies to all pension benefits, including any distribution of surplus **to** Members, whether payable upon retirement, termination of employment or termination of plan.
- (b) **In** respect of service on or after January **1, 1992**:
- (i) in respect of the annual amount of **the** lifetime retirement benefits payable to the Member for the calendar year in which the lifetime retirement benefits commence to be paid, an amount equal to the product of:
    - (A) the number of years of Pensionable Service of the Member which when combined with Member's pensionable Service prior to January **1, 1992** will not exceed 35 years, and
    - (B) **the** lesser of **\$1,715** and **2%** of the average best three consecutive years of Compensation paid to the Employee

(ii) in respect of the amount of lifetime retirement ~~benefits~~ payable to the ~~Member~~ for a particular calendar year after the year in which the lifetime retirement benefits commence to be paid, an amount equal to the product of:

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(A) the amount determined under subparagraph (i) above, and

(B) the greatest of all amounts each of which is the ratio of:

(i) the average Consumer Price Index for a calendar year not earlier than the year of retirement and not later than the particular year

to

(ii) the average Consumer Price Index for the calendar year in which the lifetime retirement benefits commence to be paid.

**E1.09 Maximum Pre-65 Retirement Benefit** in respect of benefits for Service after December 31, 1991 means,

(a) in respect of the total amount of lifetime retirement benefits and bridging benefits (expressed on an annualized basis) payable to the Member for the calendar year in which retirement benefits commence to be paid, the amount determined by the following formula:

$$(A \times B) + (.25 \times C \times D/35)$$

where

**A:** is the defined limit for the calendar year of retirement,

**B:** is the ~~member's~~ total Pensionable Service after 1991,

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**C:** is the average of the YMPE in the year of retirement and the two preceding years, and

**D:** is the lesser of 35 and the amount determined for B; and

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**(b)** in respect of the total amount of lifetime retirement benefits and bridging benefits (expressed on an annualized basis) payable to the Member for any particular calendar year after the year in which retirement benefits commence to be paid, an amount equal to the product of:

**(i)** the amount determined under paragraph **(a)** above and,

**(ii)** the greatest of all amounts each of which is the ratio of

**(A)** the average Consumer Price Index for a calendar year not earlier than the year of retirement and not later than the particular year

to

**(B)** the average Consumer Price Index in the calendar year in which benefit commenced to be paid.

**E1.10 Normal Retirement Date** means the first day of the month coincident with or next following the sixty-fifth birthday of a Member.

**E1.11 Pensioner** means a person for whom a pension under this Plan has commenced.

**E1.12 Prescribed Compensation** means an amount calculated in accordance with Income Tax Regulation 8507(2) in respect of a period of Temporary Leave of Absence which is a qualifying period as defined in 8507(1) or a period during which the Member is Disabled. The total of the eligible periods of Reduced Pay and Temporary Leave of Absence as defined in 8507(3) for which Compensation can be prescribed for a Member is limited to the equivalent of 5 years of

remuneration plus the equivalent of an additional three years of remuneration for periods of parental leave occurring within the twelve months immediately after the birth or adoption of a child.

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E1.13 **Retirement Date** means the ~~date on which a Member's retirement is effective and~~ is the date pension payments commence.

E1.14 **Survivor's Pension** is a pension paid to a deceased Member's Spouse as long as the Spouse survives.

E1.15 **Temporary Leave of Absence** of a Member with respect to the Municipality, means a period after 1991 throughout which the Member does not render services to the Municipality by reason of any circumstance acceptable to the Municipality and meets the requirements of Income Tax Regulation 8507(3), other than a period during which the Member is Disabled, and includes the following:

- (a) jobrelated training;
- (b) parental leave;
- (c) maternity leave; and
- (d) other leaves of absence as defined in a collective agreement between the Municipality and its representative unions.

E1.16 **Year of Contribution** means a period of twelve months in respect of which required contributions have been paid to the Plan by a Member and includes:

- (a) any month in which contributions have been made under Section E5.01,
- (b) any month in respect of which a Member who has made an election to purchase Transfer Service and pays a contribution to the Plan pursuant to that election,
- (c) any month in respect of which required contributions have been transferred to the Plan under the terms of a reciprocal agreement,

(d) any month in respect of which required contributions have been transferred to the Plan from the pension plan of an employer referred to in Section **E2.05**,

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(e) a **period** of Service in respect of an approved leave of absence prior to January 1, 1992, for which the Member paid the necessary contributions to the Plan in respect of such Service,

(f) a period of Service after December 1, 1991, during which a Member was on a Temporary Leave of Absence and in respect of which a Member has made the necessary contribution under Section 4.01(7) of the Master Text, or as required under the terms of the Plan at the time of the purchase, and

(g) a **period** of Service after December 1, 1991, during which the Member was Disabled and in respect of which a Member has made an election to contribute required contributions plus Interest during the qualification **period** for LTD benefits and pays the necessary contribution to the Plan pursuant to **that** election,

In calculating retirement benefits, credit shall be given on a pro-rata basis for any fractional portion of a year in which required contributions have been paid by a Member.

## Section E2 – Appendix E Service

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**E2.01 Service** means employment in Canada on a full-time ~~or~~ less than full-time basis with the Municipality. It includes ~~periods during~~ ~~which an Employee is on sick~~ leave or Disabled and in receipt of Long Term Disability benefits and any period during which an Employee ~~is~~ on leave of absence.

**E2.02 Credited Service** means Service after the Employee ~~has~~ become a **Member** of the Plan.

**E2.03** An Employee whose employment with the Municipality is terminated due to resignation, discharge or lay-off for a period ~~of six~~ months or ~~more~~, and who is re-employed by the Municipality shall not receive any Credited Service for employment prior to the date he is re-employed. This shall not be construed as alienating any previously granted benefits, however.

**E2.04 Continuous Service** means Service during a continuous period and employment shall ~~be~~ deemed continuous notwithstanding:

- (a) Leave of absence of definite duration ~~by~~ written ~~permission of~~ the Municipality and any extension thereof, of defined period, granted in writing by the Municipality at the request or with the consent of the Employee, provided employment by the Municipality is resumed forthwith at the end thereof;
- (b) Service in the Armed Forces of ~~Her~~ Majesty ~~or~~ Her Allies excluding ~~periods~~ of enlistment in peacetime, provided employment with ~~the~~ Municipality is resumed within ninety days of the termination of said service ~~or~~ within such longer ~~period~~ as may be provided ~~by~~ law for the protection of employment rights following military service.
- (c) A lay-off for a period of less than ~~six~~ months.

**E2.05** In the case of employees who were transferred to the employ of the Metropolitan Authority from a municipality participating in the Metropolitan Authority or a designated commission, Service shall also be credited with the other municipality or on, as the case may be, provided that in respect of periods after December 31, 1991, the other municipality or commission is a predecessor employer to the Metropolitan Authority.

**E2.06 Pensionable Service** means Service for which a pension is being provided under this Plan. Credit shall be given on a prorated basis for any fractional portion of a year in which required contributions have been paid by a Member and for less than full-time Members, credit shall be given on a pro-rata basis for the portion of hours worked in relation to a similar full-time position.

**E2.07 Transfer Service** means service resulting from the purchase of benefits under this provision. A Member, other than a Member who is eligible to receive benefits in respect of DTS Service, who was transferred to the employ of the Metropolitan Authority from a participating municipality or commission may elect to purchase benefits in respect of a period of Service with his previous employers subject to the following conditions:

- (a) such election must be made by December 31, 1981 or six months after the date of transfer to the Metropolitan Authority, whichever is the later,
- (b) such election may only apply to periods of Service during which the Member was not eligible to be a Member of a pension plan sponsored by the previous employers,
- (c) in respect of periods after December 31, 1991, such election may only apply if the previous employer is a predecessor employer to the Metropolitan Authority and if such period of employment with the previous employer was a period of participation, or a period of eligibility for the participation, of the Member in a registered pension plan of that employer,

- (d) **the method by which contributions are to be calculated in respect of any *such* period of Service shall be subject to agreement between the Member and the Metropolitan Authority.**
-

## Section E3 – Appendix E Retirement Benefits

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### ~~E3.01 A Member is eligible for retirement benefits upon retirement, as provided in this~~

Section. Retirement benefits shall be paid in the form of a pension commencing on the Retirement Date and monthly thereafter in an amount equal to one-twelfth of the annual benefit described in this Section E3. The annual benefit, however, excluding the benefit based on Additional Voluntary Contributions shall not exceed the **Maximum** Pension. Monthly payments shall continue to be made so long as the Pensioner lives.

E3.02 A Member may retire after his Normal Retirement Date, while remaining in active employment for such period and upon such **terms** as specified by the Municipality but not later than his sixty-ninth birthday. During the delayed period the Member shall continue to make required contributions and continue to earn Pension Credits.

- E3.03 (a) Each Member who **has** attained the age of 55 shall be eligible for early retirement benefits and may retire effective the first day of the month coincident with or next following the date on which he submits notification to the Administrator as defined in the Master Text of his intention to retire early.
- (b) The amount of the pension payable to a Member who retires early shall be calculated by applying an adjustment factor (taken from the table in Section **E3.03(c)**) to the amount of the pension the Member would otherwise have been entitled to receive commencing at the Normal Retirement Date under Section E3.04 and Section E3.07 of this Plan.
- (c) Notwithstanding the above, the amount of pension payable to a Member who would have qualified for benefits under Section E3.05 of the Plan, prior to **Normal** Retirement Date, shall be calculated by applying an adjustment factor (taken from the table below) to the amount of the

pension the Member would **otherwise** have **been entitled to** receive, commencing **at** his earliest possible retirement **date with** unreduced benefits, under Section E3.05 and E3.07 **of this Plan.**

<i>Number of Years Prior to Earliest Possible Retirement Date (with unreduced benefits)</i>	<i>Adjustment Factor</i>
1	.94
2	.88
3	.83
4	.78
5	.73
6	.68
7	.64
8	.60
9	.57
10	.53

- (d) The early retirement pension is payable in monthly installments, commencing on the Member's actual Retirement Date.
- (e) Notwithstanding the above, the amount **of** pension payable, in respect **of** Service after December 31, 1991, to a Member **who retires** prior to the earliest **of**:

- (i) attainment of age 60,
- (ii) completion of thirty years of Service or Pensionable Service, if greater, or
- (iii) the date **upon** which the Member's age plus years of Service or Credited Service, if greater, total 80,

shall not be greater than the lesser **of**:

- (A) the amount of pension accrued in respect of Service after December 31, 1991 to the **Member's** actual Retirement Date reduced **by** 1/4 of 1% for each month prior to the date **upon** which the Member would



have met one of (i), (ii), or (iii) above had the Member remained in employment with the Municipality, or

- (B) the Maximum Pension determined in respect of the Member's ~~Service after December 31, 1991 reduced by 1/4 of 1% for each~~ month prior to the date upon which the Member would have met one of (i), (ii), or (iii) above had the Member remained in employment with the Municipality.

E3.04 Each Member who retires on or after his ~~Normal~~ Retirement Date shall receive a pension in accordance with the following:

- (a) In the case of a Member retiring from the employ of the Municipality prior to January 1, 1993 or a Member who ceased to be in the employ of the Municipality or who otherwise ceased to be an active Member of the Plan prior to January 1, 1993, the pension shall be calculated in accordance with the prevailing rules of the Plan as they existed at the time that the Member ceased to be an active Member.
- (b) In the case of a Member retiring from the employ of the Municipality or who ceased to be in the employ of the Municipality or who ceased to be an active Member of the Plan on or after January 1, 1993, the pension shall be an annual amount equal to:
- (i) 1.50% per Year of Contribution multiplied by the Best Average Salary; and
  - (ii) 0.50% per Year of Contribution multiplied by the excess of Best Average Salary over and above the average of the YMPE in the year of retirement and the two preceding years.

In no event will the annual amount determined above exceed 70% of the Best Average Salary.

E3.05 Notwithstanding the above, a Member who meets the following eligibility criteria may retire earlier than his **Normal** Retirement Date **and** receive a pension in accordance with Section **(a)** or **(b)** below.

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A Member who retires prior **to** January 1, 1996 is eligible if he has attained age **55** and if his age plus years of Service with the Municipality **totals** 85 (referred to as the "Rule of 85"). Retirement **may** occur anytime after **the first day** of the month following the date upon which the eligibility criteria is met.

A Member who retires on or **after** January 1, 1996 is eligible regardless of his age if his age plus years of Service with the Municipality totals 80 (referred to **as** the "Rule of 80"). Retirement may occur anytime after the first day of the month following the **date** upon which the eligibility criteria is met.

A Member who retires under either the "Rule of **85**" or the "Rule of 80" will receive a pension in accordance with the following:

**(a)** In the *case of* a Member retiring from the employ of the Municipality prior to January 1, 1993 or a Member who ceased to be in the employ of the Municipality or who otherwise ceased to be an active Member of the Plan prior to January 1, 1993, the total pension payable to the Member, including lifetime and bridging benefits, shall be calculated in accordance with the prevailing rules of the Plan as they existed at the time that the **Member** ceased **to be an active Member**.

**(b)** In the **case** of a Member retiring from the employ of the Municipality or who ceased to be in the employ of the Municipality or who ceased to be an active Member of the Plan on or after January 1, 1993, the Member shall receive a lifetime pension in an annual amount equal to the total of:

**(1)** 1.50% per Year of Contribution multiplied by the Best Average Salary; and

- (2) 0.50% per Year of Contribution multiplied by the excess of Best Average Salary over and above the average of the YMPE in the year of retirement and the **two** preceding years.
- 

In addition to the lifetime pension described above, the Member shall receive a bridging benefit payable for the period between his actual Retirement Date and his Normal Retirement Date in an annual amount equal to 0.50% per Year of Contribution multiplied by the lesser of (i) the Best average Salary or (ii) the average of the YMPE in the actual year of retirement and the **two** preceding years, provided that the amount **so** calculated in respect of Service after December 31, 1991 **does** not exceed the Maximum Bridging Benefit.

In no event will the total amount determined above exceed 70% of the Best Average Salary nor will the total benefits payable to the Member in any calendar year prior to **Normal** Retirement Date, in respect of Service after December 31, 1991, exceed the Maximum Pre-65 Retirement Benefit.

E3.06 A Member who is eligible to receive benefits in respect of DTS Service shall be entitled to receive such benefits if he elects, prior to April 30, 1982, to pay contributions in such amounts and over such period of years and including Credited Interest at such rate or rates as may be approved by the Committee to pay the cost of providing the benefits described in Section E3.06 determined on an actuarial basis on an equally shared basis with the Municipality.

In the event of the death of an Employee **who** has elected **to make** contributions in respect of former DTS Service, then his benefit shall be fully paid-up and his Spouse or Beneficiary shall be entitled to benefits **as** provided under Section **E6** based on his full elected years of Credited **DTS** Service.

If upon termination, normal or early retirement, the full payment required to purchase the elected years of Credited **DTS** Service, as described in Section E3.06,

has not been made, then the Member has the option of making a lump sum payment required to purchase the outstanding elected DTS Service.

This lump sum payment must be remitted to the Fund within 30 days of the date of termination or early/normal retirement.

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The Municipality will match the lump sum payment remitted by the Member.

Former Employees of Dartmouth Transit who make the contributions required under this Section shall receive a pension of an annual amount equal to:

- (a) In the case of a Member retiring from the employ of the Municipality prior to January 1, 1993 or a Member who ceased to be in the employ of the Municipality or who otherwise ceased to be an active Member of the Plan prior to January 1, 1993, the total of:
  - (i) .625% per year of DTS Service multiplied by the Best Average Salary, and
  - (ii) .375% per year of DTS Service multiplied by the excess of Best Average Salary over and above the average of the YMPE in the year of retirement and the two preceding years.
  
- (b) In the case of a Member retiring from the employ of the Municipality or who ceased to be in the employ of the Municipality or who ceased to be an active Member of the Plan on or after January 1, 1993, the pension shall be an annual amount equal to:
  - (i) .715% per year of DTS Service multiplied by the Best Average Salary, and

- (ii) .450% per year of DTS Service multiplied by the excess of Best Average Salary over and above the average of the YMPE in the year of retirement and the **two** preceding years.

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**E3.07 Each Member who was a member of the "Improved Pension Plan for All**

Employees of the Nova Scotia Light and Power Company Limited" as in effect on December **31, 1969** and who joined the Pension Plan of the ~~Halifax~~ Transit Corporation on **January 1, 1970** will receive, subject to the further provisions of this Section, a Supplemental Pension. The amount of this Supplemental Pension will be the amount by which the Member's Supplemental Pension, in the amount set out in Schedule A attached to **this** Plan, compounded annually at a rate of interest of two and three-quarters per cent (**2 3/4%**) per annum over the period from **January 1, 1970** to his eventual Retirement Date, exceeds the Member's Settlement.

A Member shall receive this Supplemental Pension only in the event of **Normal**, Early or Late Retirement, A Member whose employment terminates for any other reason shall not be entitled to receive any Supplemental Pension.

- E3.08 (a)** The amount of additional pension payable from the Plan based on a Member's Additional Voluntary Contributions, if any, shall be the amount that can be provided by those contributions accumulated with Interest to the Member's Retirement Date through applying factors based on the then current actuarial assumptions being used for the Plan.
- (b)** As an alternative to receiving additional pension payable from the Plan, the **Member** may elect as at Retirement Date to transfer his accumulated Additional Voluntary Contributions to a Registered Retirement Savings Plan, or to receive such accumulated Additional Voluntary Contributions in the form of a single cash payment or a pension purchased from any insurance company which the Member may designate subject to the requirements of the Income **Tax** Act and the Pension Benefits Act of Nova Scotia.

E3.09 If the annual lifetime pension payable at the Member's Normal Retirement Date is not more than 2% of the YMPE in the year of the Member's termination of Continuous Service, or such other amount as may be prescribed for this purpose under the Pension Benefits Act and subject to the limits prescribed by the Income Tax Act, the Member may elect to receive a lump sum payment equal to the Commuted Value of the benefits to which he is entitled in full satisfaction of his entitlement to a pension. If the Member does not make such election, his entitlement will be paid as a pension the frequency of which is at the discretion of the Committee, but not less frequently than annually.

E3.10 Pensions in the course of payment on a direct basis from the Fund shall be increased from time to time, in the manner described below subject to approval by the Committee.

- (a) The first such increase, which shall be effective from January 1, 1980, shall be at the rate of 3% (compounded annually) for each completed year between the individual Pensioner's Retirement Date and December 31, 1979.
- (b) A further such increase, also at the rate of 3% (compounded annually) for each completed year since the individual Pensioner's Retirement Date, or the last such increase of this nature where applicable shall become effective as of March 1, 1981.
- (c) Further increases after March 1, 1981 shall be made as of January 1, 1982 and each January 1 thereafter to the extent that the Fund earns interest at a rate greater than that required under the then current actuarial assumptions being used for the Plan. The percentage rate of increase applicable under this Section shall be determined by dividing:
  - (i) 100% plus the net earned rate of Interest (including capital gains and losses) expressed as a percentage of the Fund by

- (ii) 100% plus the rate of interest (expressed as a percentage) required under the above mentioned actuarial assumptions, and deducting 100% from the result thus obtained.

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~~provided that~~ in any event the percentage increase applied shall not exceed the corresponding increase in the Consumer Price Index over the same period, and the cumulative increases in Member's benefits after commencement of payment shall not exceed the corresponding cumulative increases in the Consumer Price Index for the same period.

Notwithstanding this provision, the calculation of any increase on or after April 1, 1996 shall be subject to the general limitation on pension increases set out in Section 11.01 of the Master Text.

- (d) Notwithstanding the foregoing, all pensions in the course of payment as at January 1, 1995 shall be increased by 2%, provided that this increase does not result in the cumulative increases in the Member's benefits after commencement of payment exceeding the corresponding cumulative increases in the Consumer Price Index for the same period. Should this latter result occur, the increase in the member's benefit shall be limited to the percentage increase that would result in the cumulative increases in the Member's benefits after commencement of payment equaling the corresponding cumulative increases in the Consumer Price Index for the same period.
- (e) Notwithstanding the foregoing, all pensions in the course of payment as at January 1, 1996 shall be increased by 2%, provided that this increase does not result in the cumulative increases in the Member's benefits after commencement of payment exceeding the corresponding cumulative increases in the Consumer Price Index for the same period. Should this latter result occur, the increase in the member's benefit shall be limited to the percentage increase that would result in the cumulative increases in the Member's benefits after commencement of payment equaling the corresponding cumulative increases in the Consumer Price Index for the same period.

E3.11 A Member **who** is on a Temporary Leave of Absence **may** elect to purchase Pensionable Service in respect of such periods subject to the Prescribed Compensation requirements and pension adjustment **limits** to the Income **Tax** Act.

~~A Member who elects to purchase such service shall contribute to the Plan; in~~

respect of such **periods**, an amount equal to the Member's Required Contributions **as** determined in accordance with Section 4.01 of the Master **Text** plus Credited Interest **as** determined in accordance **with** the actuarial valuation. The Municipality shall remit **to** the Fund the required amount in respect of such **periods**.

E3.12 Notwithstanding anything else contained herein, a Member's contributions made on or after January 1, 1988 shall not be used to provide more than 50 per cent of the Commuted Value of the pension or deferred pension in respect **of** Pensionable Service after that date to which the Member is entitled under the Plan. In any situation where the **Member's** contributions made after that date (excluding Additional Voluntary Contributions) plus Credited Interest exceeds one-half the Commuted Value **of** the **Member's** pension or deferred pension in respect of Pensionable Service since January 1, 1988, the Member **is** entitled **to** a refund of **any** excess contributions and Credited Interest.



**Section E4 – Appendix E Normal Or Optional Forms Of Retirement  
Benefit**

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**E4.01 The normal form of a pension is a pension payable monthly during the lifetime of the Pensioner as long as he shall survive.**

**E4.02 The surviving Spouse at time of retirement of the deceased Pensioner shall receive a Survivor's Pension as described in Section E6 (Death Benefits) provided that their marriage occurred prior to the Member's Retirement Date.**

## Section E5 – Appendix E Disability Waiver

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- E5.01 (a) An active **Member who** becomes Disabled and also becomes eligible to receive ~~benefits under a disability income plan sponsored by the~~ Municipality or a bargaining unit ~~of~~ the Municipality, shall continue to make contributions **to** the Plan and, for the purpose ~~of~~ calculation of benefits under the Plan, will be deemed to continue **as** an active Member ~~of~~ the Plan and accrue Credited Service in the normal manner for **so long as** he continues to be eligible to receive benefits under the disability income plan or until the **Member** waives his entitlement to any benefits under the disability income plan and elects to receive benefits under Section E3.05 of this Plan, During such periods, the Municipality will contribute a matching amount to the Fund.
- (b) In the event that the Member continues to be Disabled and entitled to long term disability benefits until age 65, his pension will commence in the normal manner at **Normal** Retirement Date.
- (c) Under no circumstance shall a Member be entitled to be in receipt of benefits from **this** Plan during any period in respect of which the Member was entitled to any benefits under a disability income plan sponsored by the Municipality or a bargaining unit of the Municipality.

E5.02 **During** the period of disability, as defined above, eligible Earnings shall be deemed to be the **Member's** annual rate of Earnings upon the date he became Disabled.

E5.03 Benefits shall not be paid in respect of any period during which the Member was Disabled on or after January 1, 1992 unless the Administrator has received satisfactory written certification from a medical doctor, licensed to practice under the laws of a province of Canada or of the place where the Member resides, that the Member was Disabled.

D5.04 A Member who is Disabled and not in receipt of sick leave benefits under a disability income plan sponsored by the Municipality or a bargaining unit of the Municipality, ~~may~~ elect to purchase Pensionable Service under the Plan in respect ~~of that period of absence which is the Member's qualification period for long-term~~ disability benefits under the Authority's LTD Plan, subject to the Prescribed Compensation requirements and Pension Adjustment limits. A Member who elects to purchase such service shall contribute to the Plan, in respect of such periods, an amount equal to the Member's required contributions ~~as~~ determined in accordance with Section 4.01 of the Master ~~Text~~ plus Credited Interest ~~as~~ determined in accordance with the actuarial valuation. The Municipality shall remit to the Fund a matching amount in respect of such periods.

D5.05 Notwithstanding the foregoing, benefits and contributions under this Section in respect of Pensionable Service after January 1, 1992 shall be in accordance with the Prescribed Compensation requirements as per Income ~~Tax~~ Regulation 8507.

## Section E6 – Appendix E Death Benefits

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~~E6.01~~ Upon the death of a married Pensioner whose Spouse is eligible to receive a Survivor's Pension, his Spouse will receive a Survivor's Pension equal to 60% of his pension.

E6.02 (a) In the event of the death of a Pensioner where no Survivor's Pension is payable, his estate shall be paid an amount equal to:

(i) The Member's required contributions under Section 4.01 of the Master Text with Credited Interest plus any Additional Voluntary Contributions used to purchase additional pension with Interest up to and including his actual Retirement Date

minus

(ii) The total of the pension payments received up to the date of the Member's death,

provided that the amount so calculated is positive.

(b) Following the death of a Member's Spouse who had been receiving a Survivor's Pension, the Spouse's estate shall be paid an amount equal to:

(i) The Member's required contributions with Credited Interest plus any Additional Voluntary Contributions used to purchase additional pension with Interest up to and including his actual Retirement Date (or date of death, if earlier)

minus

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- (ii) The total ~~of~~ the pension payments received ~~by~~ both the Member and the Member's Spouse up to the ~~date~~ of the Spouse's death, provided that the amount ~~so~~ calculated is positive.
- 

- E6.03** If a Member with a Spouse dies before his actual Retirement Date, his Spouse will receive:
- (a) a Survivor's Pension equal to 60% of the pension he would have received at **Normal** Retirement age if he had retired on that ~~date~~, and
  - (b) a refund of the Member's Additional Voluntary Contributions accumulated with Interest to the date of payment.
- E6.04** If a single Member dies before his actual Retirement Date, there shall **be** paid to his designated beneficiary (if any), or failing that, to his estate, an amount equal to twice the Member's required contributions with Credited Interest, increased by his Additional Voluntary Contributions, if any, to the Plan together with Interest as defined in this **Plan**.
- E6.05** Notwithstanding anything else contained herein, a Member's contributions made on or after January 1, 1988 shall not be used to provide more than 50 per cent ~~of~~ the Commuted Value of the pension or deferred pension in respect of Pensionable Service after that ~~date~~ to which the Member is entitled under the Plan. In any situation where the Member's contributions made after that date (excluding Additional Voluntary Contributions) plus Credited Interest exceeds one-half the Commuted Value of the Member's pension or deferred pension in respect of Pensionable Service since January 1, 1988, the Member is entitled to a refund of any excess contributions and Credited Interest.

## Section E7 – Appendix E Termination Of Employment

~~E7.01~~ ~~In the event that a Member ceases employment with the Municipality other than by death or retirement, he shall be entitled to benefits in accordance with~~ whichever of the options described below applies, subject to any applicable legislation.

E7.02 Eligibility for the various options described below is based on Service and attained age and may vary depending upon the years in which employment with the Municipality occurred. The table below indicates the options available with respect to benefits other than those provided by Additional Voluntary Contributions.

	Number of Years Pensionable Service as of Date of Termination	
	<u>LESS THAN 2 YEARS</u>	<u>2 OR MORE</u>
<b>Benefits in respect of service before January 1, 1977:</b>		
All ages	Option 3	Option 1 or 3
<b>Benefits in respect of Service between January 1, 1977 and December 31, 1987:</b>		
Under age 45 at Termination	Option 1 or 3	Option 3
Age 45 or above with less than 10 years Service at Termination	Option 3	Option 1 or 3
Age 45 or over with 10 years Service or more at Termination	Option 1 or 2	Option 1 or 2
<b>Benefits in respect of service on and after January 1, 1988</b>	Option 3	Option 1

Notwithstanding the above, any Member aged 45 or over with 0 or more years of Service who selects Option 3 in respect of contributions made before January 1, 1977, shall also receive a deferred life annuity commencing at Normal Retirement

Date in respect of Service before January 1, 1977; the amount of such annuity being:

- (a) the amount payable in accordance with Section **E3** and Section **E7.03** of this **Plan**
- 

reduced by

- (b) the amount payable in accordance with the Plan rules in effect prior to January 1, 1980, in this Plan (if a Member of this Plan in 1976) or in the applicable Halifax Transit Plan (if a Member of that plan in 1976).

#### **E7.03 Option 1**

A paid-up deferred annuity which will entitle the Member at his **Normal** Retirement Date to receive a pension subject to the conditions stated hereunder:

- (i) The amount of his pension shall be as determined under Section **E3**, taking into account his Earnings **as** an active Member, and shall be payable in the normal form.
- (ii) **No** further contributions shall be made to the Plan on his behalf.
- (iii) **His** entitlement shall be subject to the same conditions as apply to payments made under this Plan and shall not be commutable or assignable.

#### **E7.04 Option 2**

A cash refund equal to 25% of the Commuted Value of his accrued benefit under the Plan with the remainder "Locked-in" to provide from the Plan a deferred annuity in the amount of 75% of his entitlement under Section **E7.03** above.

#### **E7.05 Option 3**

A return of his required contributions with Credited Interest **as** defined in the Master **Text**.

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E7.06 If the annual lifetime pension payable at the Member's **Normal** Retirement Date is not **more than 2% of the YMPE in the year of the Member's** termination of ~~Continuous Service, or such other amount as may be prescribed for~~ this purpose ~~under the Pension Benefits Act and subject to the limits prescribed by the Income Tax Act,~~ **the Member** may elect to receive a lump sum payment equal to the Commuted Value of the benefits **to** which he is entitled in full satisfaction of his entitlement to a **pension**. If the Member **does** not make such election, his entitlement will be paid **as** a pension the frequency of which is at the discretion of the Committee, but not less frequently than annually.

E7.07 A Member whose employment ceases **by** reason of an approved leave of absence, **with** or without pay, **or** disability leave with or without pay, shall not **be** deemed to have terminated employment for **the** purposes of this Section. He shall continue to be a Member **of** the Plan, entitled to the rights and benefits under the Plan, **with** Credited Service being earned in accordance with the provisions of Section **E2** (Service).

E7.08 If a terminated Member to whom **a** deferred pension is payable under this Section dies **before** the date when such pension is to commence, payment shall be made to his Spouse (if applicable) or else to his designated Beneficiary or estate in accordance with the provisions of Section **E6** (Death Benefits).

E7.09 In the case of a Member who was, as of February 28, 1981, a member of a pension plan sponsored by the Halifax Transit Corporation and who thereby was entitled **to** receive **a** portion of the distributable surplus under that Plan, such surplus having been transferred to the Plan and invested in **the** same manner **as** Additional Voluntary Contributions and accounted for separately **from** any Additional Voluntary Contributions paid into the Plan by payroll deduction, the benefit available upon termination of employment in respect of the portion of such surplus allocated to **him** shall be as follows:



(a) If the Member ~~was~~ under age 45 at the date of termination of employment, he shall receive a refund of this amount together with Interest.

**(b)** If the terminating Member is aged 45 or over at the date of termination of employment, he shall ~~be~~ required to leave ~~this~~ amount plus the interest accrued to date invested in the Plan where it ~~will~~ continue to be credited with Interest so that the total accumulated ~~balance~~ will be available to provide a benefit at the time of his retirement ~~or~~ in the event of his death prior to retirement.

E7.10 In respect of Additional Voluntary Contributions paid into the Plan by payroll deduction (and, in particular, excluding the amounts referred to in Section E7.09 above), a terminating Member shall receive a refund of all Additional Voluntary Contributions with Interest.

**E7.11** Notwithstanding anything else contained herein, a Member's contributions made on or after January 1, 1988 shall not be used to provide more than 50 per cent of the Commuted Value of the pension or deferred pension in respect of Pensionable Service after that date to which the Member is entitled under the Plan. In any situation where the Member's contributions made after that date (excluding Additional Voluntary Contributions) plus Credited Interest exceeds one-half the Commuted Value of the ~~Member's~~ pension ~~or~~ deferred pension in respect of Pensionable Service since January 1, 1988, the Member is entitled to a refund of any excess contributions and Credited Interest.

**METROPOLITAN AUTHORITY**  
**SETTLEMENT OF NOVA SCOTIA LIGHT & POWER COMPANY LIMITED PLAN**  
**(active members as at January 1, 1996)**

<u>NAME</u>	<u>AMOUNT</u>
Walter George Dominix	\$75.00
Eric Grant MacDonald	244.92
Robert MacKinnon	64.44
Donald Theodore MacNaughton	154.68
Terrance Michael Tobin	27.12

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\* Member is employee only

**A6.01 Member Required Contribution During Disability**

A Member who becomes Totally Disabled after April 1, 1998 and whose net income while Totally Disabled is less than his net income immediately prior to ~~becoming Totally Disabled~~, is exempted from the requirement to make contributions to the Plan during a period of ~~Total Disability that is included in~~ Credited Service under Sections ~~A1.02(c)(i) or A1.02(c)(ii) (in this Section A6~~ referred to as a period of credited Total Disability), except to the extent that the Member is entitled to benefits under a disability income plan for the purpose of providing payment of all or a portion of the Member's contributions to the Plan.

For the purposes of this Section A6.01 "net income" means income received from the Municipality or any disability income plan less applicable income taxes and applicable deductions including Canada Pension Plan, Employment Insurance, and Plan contributions. Applicable income taxes and applicable deductions may be as deducted at source by the Municipality or an insurance company, or as payable by the Member directly, either immediately or in conjunction with the filing of a tax return.

For purposes of this Section A6.01, 'disability income plan' shall include disability income plans sponsored by the Municipality or a bargaining unit of the Municipality, the Canada Pension Plan, or the Workers Compensation Board.

At such time as a Member's net income while Totally Disabled is greater than or equal to his net income immediately prior to his ~~Total~~ Disability, such exemption from the requirement to make contributions to the Plan shall cease.

Notwithstanding this Section A6.01, if a Member stops being Totally Disabled in respect of a disability which commenced prior to April 1, 1998, and within 12 months, becomes Totally Disabled again for the same or related causes, the disability is considered to be a continuation of the previous disability and the

Member would not be exempted from the requirement to make contributions to the Plan.

**A6.02 Continuation and Termination of Continuous Service**

During a period of credited Total Disability a Members Continuous Service is deemed to continue until the earlier of:

- (1) his Normal Retirement Date; and
- (2) the day on which he ceases to receive benefits from a disability income plan as defined in Section A6.01.

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