

NOVA SCOTIA ASSOCIATION  
OF HEALTH ORGANIZATIONS  
PENSION PLAN

Adopted by Nova Scotia Hospital Association, the Predecessor  
to the Nova Scotia Association of Health Organizations,  
on December 17, 1960, and  
Approved by Nova Scotia Health Services &  
Insurance Commission December 29, 1960

As Amended to April 12, 2010<sup>1</sup>

Prepared –May 2010

<sup>1</sup>Date refers to date of adoption of amendments by Trustees. Actual effective dates of plan changes may be earlier or later than this date.

*Important Note: The provisions of the pension plan are subject to regulatory approval under the Income Tax Act and the Nova Scotia Pension Benefits Act. Approval of some plan provisions by the pension regulators is pending. Accordingly, the plan is subject to change without advance notice.*

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## **SECTION 1**

### **INTRODUCTION**

- 1.01 The Nova Scotia Association of Health Organizations Pension Plan (formerly known as the Hospitals of Nova Scotia Pension Plan), which became effective January 1, 1961, was established by the Nova Scotia Hospital Association, the predecessor to the Nova Scotia Association of Health Organizations.
- 1.02 The Plan as set out in this text is amended and consolidated to incorporate amendments adopted by the Trustees on or before April 12, 2010.
- 1.03 Unless otherwise stated, the terms of the Plan as described in this text apply to Members whose Continuous Service terminates on or after April 12, 2010. The benefits of Members whose Continuous Service terminated before April 12, 2010, are determined by the terms of the Plan in effect at the time of that event.

## SECTION 2

### DEFINITIONS

In this Plan, the following words and phrases shall have the following meanings respectively, unless a different meaning is plainly required by the context.

- 2.01 “**Actual Retirement Date**” means the date on which a Member retires from employment, as described in Section 5.05.
- 2.02 “**Actuarial Equivalent**” means a benefit of equivalent value determined using actuarial tables and other methods and assumptions the Association adopts on the Actuary’s recommendation for the purposes of the Plan, subject to any requirements of the Pension Benefits Act and the Income Tax Act. Such calculations shall not take into account the gender of any individual Member.
- 2.03 “**Actuary**” means either a person the Association may retain who is a Fellow of the Canadian Institute of Actuaries or a firm the Association may retain that employs one such Fellow. For the purpose of Section 4.01, Actuary means the Fellow of the Canadian Institute of Actuaries retained by the Association or the employee of the firm retained by the Association who is a Fellow of the Canadian Institute of Actuaries.
- 2.04 “**Association**” means the Nova Scotia Association of Health Organizations.
- 2.05 “**Base Year**” means the Plan Year that determines a Member’s Earnings for that year and all preceding years for the purpose of calculating Member benefits under the Plan.

- 2.06 “**Beneficiary**” means a beneficiary designated by a Member in accordance with Section 11.
- 2.07 “**Board**” means the Board of Directors of the Nova Scotia Association of Health Organizations.
- 2.08 “**Bridging Benefit**” means a periodic payment the Plan provides to a Member for a temporary period of time after retirement, as described in Sections 6.02 and 6.03.
- 2.09 “**Common Law Partner**” of an individual means another individual who has cohabited with the individual in a conjugal relationship for a period of at least two years, neither of them being a Spouse. For purposes of the Plan, an individual may have only one Common Law Partner at any given time.
- Any right, benefit or privilege available to a Common Law Partner under or incidental to this Plan is subject to the limits of applicable legislation in force at the relevant time. Notwithstanding this definition, for all applications of the Income Tax Act, the applicable portion of the definition of “spouse” or “common law partner” therein shall apply.
- 2.10 “**Commuted Value**” means, in relation to benefits that a person has a present or future entitlement to receive, a lump sum amount that is the actuarial present value of those benefits. The Commuted Value is computed using rates of interest, actuarial tables, and other methods and assumptions the Trustees adopt on the Actuary’s recommendation for purposes of the Plan, subject to any requirements of the Pension Benefits Act and the Income Tax Act.

2.11 “**Continuous Service**” means the uninterrupted period of employment since the last date of hire with either:

- (1) the Employer by whom the Member was employed on January 1, 1960;
- (2) any other Employer who commenced contributions in January 1961; or
- (3) any Employer after January 1, 1960.

For purposes of the Plan, employment is deemed to be uninterrupted notwithstanding the following:

- (a) approved leaves of absence,
  - (i) with pay, or
  - (ii) without pay, provided any such unpaid period (other than a period during which the Member is receiving Workers’ Compensation benefits and has opted to continue accruing benefits pursuant to Section 2.14, or a period during which a Member receives income replacement benefits from a long term disability plan sponsored by her Employer but does not qualify for a waiver of contributions pursuant to Section 9.02) may not exceed two years in duration, and further provided any such leave (other than an unpaid leave during which the Member continues contributions under Section 4.03) shall not be included in Continuous Service if the Member does not return to employment with the Employer for at least three months immediately following the end of such leave at a level equivalent to or greater than the average level of Credited Service accrued by the Member over a three-month period in the calendar year immediately before the leave commenced;

- (b) periods of lay-off with or without pay in accordance with the collective agreement or contract of employment applicable to the Member, not to exceed six months in duration;
- (c) the period during which the Member is receiving disability benefits in accordance with Section 9.01 or is accruing benefits in accordance with Section 9.02; or
- (d) the period from the date the Member leaves employment with the Employer who has employed her for at least three months immediately before commencing active service with the Armed Forces of Canada or its allies to the date she resumes employment with an Employer within the period of time provided by law following her discharge.

Continuous Service also includes service transferred pursuant to a reciprocal transfer agreement established under Section 15.09 and service purchased under Sections 16.01(1)(a) or (b).

For greater certainty, except where specifically contemplated in (c) or (d) above, Continuous Service terminates when a Member is no longer employed with any Employer, effective as of the last day of such employment.

- 2.12 **“Contributing Member Organization”** means a hospital, nursing home, health care clinic, health centre, group of persons, or organization that is a Member of the Association and is contributing to the Plan or that has agreed, on the invitation of the Association, to contribute to the Plan and, in relation to any Member, shall be the Contributing Member Organization that employs her at any particular time. Because the Employees of the Association and the Pension Plan Trust contribute to the Plan, the

Association and Pension Plan Trust shall be considered Contributing Member Organizations.

2.13 “**Credited Interest**” means

- (1) interest on Members’ required contributions compounded annually and calculated
  - (a) effective January 1, 2000, at the end of the Plan Year, on the total contributions (plus interest) at the beginning of the Plan Year, at a rate established by the Trustees, but in no event less than the average of the yields of five (5)-year personal fixed term chartered bank deposits (CANSIM series B14045), such average rate being determined from the monthly rates over the twelve (12)-month period ending on October 31 of the previous Plan Year; plus
  - (b) at the end of each Plan Year, on the total contributions made during the Plan Year, at a proportionate rate calculated in accordance with (a) above; plus
  - (c) at the date on which a Member’s Continuous Service terminates, on
    - (i) the total contributions (plus interest) at the beginning of the Plan Year, at a proportionate rate calculated in accordance with (a) above for the preceding Plan Year; and
    - (ii) the total contributions made in the current Plan Year to the date on which the Member’s Continuous Service terminates, at a proportionate rate calculated in accordance with (a) above for the preceding Plan Year.

- (2) interest on lump sum payments out of the Pension Trust Fund compounded annually and calculated from the date on which the lump sum amount was determined to the date of payment, at the rate being applied to Members' contributions under (1) above.
- (3) interest on lump sum payments to the Pension Trust Fund in respect of purchases of service pursuant to Section 16, compounded annually and calculated from the date on which the lump sum amount was determined to the date of payment, at the rate being applied to Members' contributions under (1) above.

2.14 **“Credited Service”** means, in accordance with the following periods, the years, months and days of Continuous Service a Member accumulates while a Member of the Plan:

- (1) for a Member who joined the Plan on the Effective Date, for service prior to the Effective Date, Continuous Service for that period less two years;
- (2) for service after the Effective Date, that period of Continuous Service during which the Member makes contributions, or is deemed to have made contributions during periods of disability in accordance with Section 9.02;
- (3) any period of Credited Service that the Member receives through a reciprocal transfer agreement, pursuant to Section 15.09;
- (4) any period of service a Member purchases pursuant to Section 16;
- (5) a leave of absence taken by a Member who is receiving Workers' Compensation benefits, who has not terminated employment with her Employer, and who opts to continue accruing benefits under the Plan (the contribution requirements are

described in Sections 4.01 and 4.02);

- (6) effective January 1, 1999, a pregnancy or parental leave of absence taken by an active Member who is credited with service during the period of leave (the contribution requirements for the purchase of this service are described in Section 4.03);
- (7) a period of leave taken by a Member under the terms of a deferred salary leave plan sponsored by her Employer; and
- (8) effective March 7, 2003, an Employer-approved unpaid leave of absence, other than a pregnancy or parental leave, taken by an active Member who elects to be credited with service during the period of leave (the contribution requirements for the purchase of this service are described in Section 4.03).

For any leave after December 31, 1990, the aggregate Credited Service granted under Sections 2.14(6) and (7) for periods of Continuous Service purchased as described in this Section 2.14, or for any period of unpaid leave of absence during which contributions are made is limited to a full-time equivalent of five (5) years, plus an additional three (3) years for absences commencing immediately after the birth or adoption of a Member's child. For crediting purposes, each parenting leave may last a maximum of twelve (12) months.

The Credited Service accrued by a Member who is participating in a deferred salary leave plan may be adjusted, as described in Section 4.04.

For a Member who is employed part time, Credited Service for each Plan Year is determined by multiplying the Credited Service as determined above by the ratio of the

Member's actual hours worked (other than overtime hours and such other hours as would not qualify as Credited Service in the Plan) during the Plan Year to the regularly scheduled hours the Member would have worked had she been employed full time. This ratio shall not exceed 1.0.

If a Member is granted Credited Service during a period of absence or during a period when the Member qualifies for long term disability benefits from a plan sponsored by her Employer, such Credited Service shall be based on the Member's regular schedule before the commencement of such period. For Members without a regular schedule in the period preceding the absence, the Member will be deemed to have worked the number of hours during the period that is in proportion to the number of hours worked in the calendar year preceding the commencement of the leave of absence.

- 2.15 “**Deferred Pension**” means a Pension, payment of which is deferred until the Pension becomes payable in accordance with the provisions of Section 8.03. The Bridging Benefit is excluded from this definition.
- 2.16 “**Dependent Child**” means a child of the Member, including a legally adopted child, who is under the age of eighteen (18) years, or under the age of twenty-three (23) years if attending a recognized educational institution on a full-time basis.
- 2.17 “**Early Retirement Date**” means a Member's early retirement date as described in Section 5.03.
- 2.18 “**Early Retirement Eligibility Service**” means the period of Continuous Service commencing on the later of
- (1) the date the Member starts accruing Continuous Service; or

- (2) the date that is twenty-four (24) months prior to the date the Member was first eligible to join the Plan in accordance with Section 3.01 or 3.02.

For purposes of determining a Member's Optional or Early Retirement Date pursuant to Section 5, the Early Retirement Eligibility Service of a Member shall include any periods of Early Retirement Eligibility Service prior to the Member's most recent termination of Continuous Service, provided the Member is entitled to a Deferred Pension from the Plan with respect to the Credited Service accrued during such periods of Early Retirement Eligibility Service.

For greater certainty, Early Retirement Eligibility Service shall include any service granted through a reciprocal transfer agreement pursuant to Section 15.09 or service purchase pursuant to Section 16.01(1)(a) or (b).

2.19 **“Earnings”** means

- (1) for service after joining the Plan,
  - (a) a Member's wages or salary only, including regular sick pay and vacation pay, but excluding such additional compensation as stand-by, call back, holiday and shift premiums, overtime pay, retirement allowance, lump sum settlements of accrued sick pay or vacation pay entitlements, and signing bonus that a Member receives from the Employer during a Plan Year; plus
  - (b) for periods of Continuous Service during which the Member does not actually receive remuneration from the Employer, or to the extent remuneration is reduced, when she is accruing benefits in accordance with

Section 9.02, an amount the Member is deemed to have received based on her rate of Earnings immediately prior to that period; plus

- (c) where a Member accruing benefits under Section 9.02 is receiving remuneration from her Employer or other employment income that offsets disability benefits concurrent with income replacement disability benefits from an Employer-sponsored long-term disability plan, Earnings shall be comprised of actual wages or salary paid by the Employer and employment income received from another employer and the amount of deemed Earnings under paragraph (b), above, required to equal the total amount of deemed Earnings under paragraph (b) applicable had no remuneration or employment income been received by the Member; plus
- (d) for any other period of Continuous Service during which the Member does not actually receive remuneration from the Employer, an amount the Member is deemed to have received based on her rate of Earnings immediately prior to that period.

The characterization of any particular remuneration for purposes of applying this definition shall be made within the context of the applicable collective agreement or other contract or terms of employment.

For greater certainty, Earnings shall include acting pay and temporary assignment pay.

Where retroactive pay amounts are granted, those amounts are applied to the periods on which determination of the retroactive amounts is based, except for any part of such period that falls within (b) or (c) above.

Notwithstanding (b), (c) or (d) above, deemed Earnings shall not exceed the amount of compensation prescribed by the Income Tax Act for this purpose. In addition, from January 1, 1967, to December 31, 1973, the portion of any wage or salary over five (5) times the Year's Maximum Pensionable Earnings shall be excluded from Earnings.

For a Member who is employed on less than a full-time basis, and for the sole purpose of determining the Member's retirement benefits under Section 6, Earnings shall be determined for each Plan Year by multiplying the Member's Earnings as determined above by the ratio of the regularly scheduled hours the Member would have worked in the Plan Year had she been employed full time to the Member's actual hours worked (other than overtime hours) during the Plan year.

Notwithstanding (a) above, Earnings shall also include any cash bonus provided as part of the settlement of a collective agreement or the negotiation or modification of any other employment contract with a group of Members, provided all Members of the group are eligible to earn such bonus. For greater certainty, signing bonuses or any bonus which only select individuals are eligible for shall not be included in Earnings.

- (2) for service prior to the Effective Date of the Plan, a Member's annual rate of Earnings on December 31, 1959, which shall be the Member's annual wages or salary (if a Member works part-time, the number of regularly scheduled hours the Member would have worked had she been employed on a full-time basis times the hourly rate) as at that date, except as may be otherwise provided by the terms of this Plan.

Earnings includes any amount an Employer pays under a sick leave plan. Effective October 1, 1999, if a Member is receiving Workers' Compensation benefits and has not terminated employment with her Employer, Earnings shall be deemed to be the Earnings the Member was receiving immediately prior to the commencement of Workers' Compensation benefits.

If a Member is participating in a deferred salary leave plan sponsored by her Employer, Earnings shall be deemed to be the Earnings the Member would receive if she were not participating in the deferred salary leave plan.

Notwithstanding the foregoing and effective on and after the Effective Date, Earnings for purposes of the Plan in any Plan Year shall not exceed the amount that would result in accrual of a benefit equal to the Defined Benefit Limit (as defined in Section 6.09) for that Plan Year.

2.20 “**Effective Date**” means January 1, 1961.

2.21 “**Employee**” means a person employed by one or more Employers in a class of employees, as defined under the Regulations of the Pension Benefits Act, for which participation in the Plan is maintained by the Employer, and who is classified as being either a Full-Time Employee, or a Part-Time Employee, as defined in the Plan. Any person who is remunerated entirely on a fee-for-service basis (as distinguished from a wage, salary, or term contract) shall not be considered an Employee for Plan purposes unless otherwise determined by the Employer, subject to the approval of the Trustees.

2.22 “**Employer**” means a Contributing Member Organization.

- 2.23 “**Full-Time Employee**” means an Employee who is regularly scheduled to work for at least 50% of total hours in a regular pay period, in eligible classes of employment with one or more Employers. For greater certainty, regularly-scheduled hours with all relevant Employers in eligible classes of employment shall be combined for purposes of determining whether total regularly-scheduled hours meet or exceed the 50% threshold for this purpose.
- 2.24 “**Government Contributory Pension Plan**” means the Canada Pension Plan or any similar plan instituted by the government of Canada or any provincial government.
- 2.25 “**Income Tax Act**” means the Income Tax Act (Canada) and the regulations thereunder, as amended or replaced from time to time.
- 2.26 “**Member**” means an Employee or a former Employee who has become a member of the Plan pursuant to the terms of the Plan and who continues to be entitled to benefits under the Plan. “Member” excludes a person by whom or in respect of whom all benefits have been transferred under Sections 6.13, 8.04, or 8.05.
- 2.27 “**Normal Retirement Date**” means a Member’s normal retirement date as described in Section 5.01.
- 2.28 “**Optional Retirement Date**” means a Member’s optional retirement date as described in Section 5.02.
- 2.29 “**Part-Time Employee**” means an Employee who is employed by one or more Employers but who does not satisfy the definition of Full-Time Employee.

- 2.30 “**Past Service**” means any Credited Service with respect to the period prior to the Effective Date of the Plan.
- 2.31 “**Pension**” means the aggregate monthly, annual, or other periodic amounts payable to a Member during the lifetime of the Member to which the Member shall become entitled under the Plan at her Normal Retirement Date or Optional Retirement Date or to which any person has become entitled on the death of the Member. The Bridging Benefit is excluded from this definition.
- 2.32 “**Pension Benefits Act**” means the Nova Scotia Pension Benefits Act and the regulations thereunder, as amended or replaced from time to time.
- 2.33 “**Pension Plan Trust**” means the trust created under the terms of the Trust Agreement.
- 2.34 “**Pension Trust Fund**” means the fund maintained by the Trustees under the Trust Agreement to provide benefits under or related to the Plan.
- 2.35 “**Plan**” means the Nova Scotia Association of Health Organizations Pension Plan for the Employees of the Contributing Member Organizations, as amended from time to time. The Plan shall form a part of the Trust Agreement.
- 2.36 “**Plan Year**” means the calendar year.
- 2.37 “**Postponed Retirement Date**” means a Member’s postponed retirement date as described in Section 5.04.
- 2.38 “**Prescribed Reduction**” means a reduction required by the Income Tax Act to a Member’s Pension payable at her Normal Retirement Date. The reduction shall be at

least ¼ of 1% for each complete month by which the Pension commencement date precedes the earliest of

- (1) the day on which the Member attains sixty (60) years of age;
- (2) the day on which the Member would have completed thirty (30) years of Continuous Service, excluding periods of lay-off and absence from employment that are not included in Credited Service, had the Member continued employment with the Employer; or
- (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 included in Credited Service, would have equalled eighty (80) had the Member continued employment with the Employer;

except that no reduction applies if the Member has a Total and Permanent Disability at the date of Pension commencement.

2.39 “**Spouse**” shall mean either of a man and woman who,

- (1) are married to each other;
- (2) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity; or
- (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 twelve (12)-month period immediately preceding the date of entitlement.

Where applicable, Spouse shall also include a “registered domestic partner” within the meaning of the Vital Statistics Act.

Notwithstanding this definition, for all applications of the Income Tax Act, the definition therein shall apply. Any right, benefit or privilege available to a Spouse under or incidental to this Plan is subject to the limits of applicable legislation in force at the relevant time.

- 2.40 **“Total and Permanent Disability”** means a physical or mental impairment that
- (1) prevents a Member from engaging in any employment for which she is reasonably suited by virtue of her education, training, or experience;
  - (2) can reasonably be expected to continue for the remainder of the Member's lifetime; and
  - (3) is determined by the Trustees to exist, based on a written report of a medical doctor licensed to practice in Canada or where the Member resides.
- 2.41 **“Trust Agreement”** means the trust agreement between the Nova Scotia Association of Health Organizations and the Trustees, as amended from time to time.
- 2.42 **“Trustees”** means the trustees or trustee appointed by the Board in the manner set out in the Trust Agreement.
- 2.43 **“YMPE”** means, with respect to any Plan Year, the Year’s Maximum Pensionable Earnings under the Canada Pension Plan or the Quebec Pension Plan, as applicable.

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

**SECTION 3**

**ELIGIBILITY FOR MEMBERSHIP**

3.01 **Full-Time Employees**

Each Full-Time Employee who is not a Member of the Plan and who commences Full-Time employment with an Employer is eligible to join the Plan immediately and, subject to Section 3.06, must become a Member of the Plan no later than the beginning of the first pay period coincident with or next following the completion of three months of Continuous Service as a Full-Time Employee.

With effect on and after June 30, 1992, no exception or deviation may be made from this requirement without the approval of the Nova Scotia Superintendent of Pensions granted before such exception may be implemented, the explicit written agreement of the affected Employee(s) in a form acceptable to the Trustees, and as documented through duly-executed resolution of the Trustees.

3.02 **Part-Time Employees – Optional Membership**

- (1) A Part-Time Employee may join the Plan on the first day of the month coincident with or next following the completion of at least 24 months of Continuous Service, provided she has reached at least the lesser of either,
  - (a) earnings from employment with one or more Employers of at least 35% of the YMPE, or
  - (b) at least 700 hours worked with one or more Employers,

in each of the two consecutive calendar years immediately prior to the date for which enrolment in the Plan is being considered.

- (2) For greater certainty, to determine whether a Part-Time Employee has met the requirements of subsection (1), the assessment shall include:
- (a) all of the individual's earnings with the Employer(s) during the relevant years, without exception; and
  - (b) deemed earnings for periods during the relevant years when the Employee was on an approved leave of absence due to pregnancy or parental leave.

Hours and earnings during the relevant years from employment in a position(s) eligible for Plan membership with all Employers are to be included.

- (3) A Part-Time Employee who is eligible to join the Plan under subsection (1), above, and who elects not to join the Plan shall provide written evidence of that election in the form and manner required by the Trustees for this purpose. Such an individual may join the Plan at a later date, subject to satisfying the eligibility criteria in effect at that time.

### 3.03 **Termination of Participation Not Permitted**

Once a Member joins the Plan, her participation in it must continue while she remains an Employee. A Member does not cease to be a Member merely because she earns less than 35% of the YMPE or works fewer than 700 hours in any Plan Year.

### 3.04 **Re-employment**

**(1) Non-Pensioners**

If a former Employee, other than a person described in Section 3.04(2), is rehired by an Employer, either (a) or (b) will apply.

- (a) If the Employee is entitled to a refund pursuant to Section 8.01(1) which has not been paid at the date of re-employment, or if she has a Deferred Pension entitlement in accordance with Section 8.01(2) in respect of which she has not elected a transfer or received a payment in accordance with Section 8.04 or 8.05, and in either case the interruption in service was six (6) months or less, in lieu of receiving the refund or transfer described above,
  - (i) the Employee may, at her option, immediately re-join the Plan; and
  - (ii) benefits earned for the prior period of service shall be calculated in accordance with Section 6.07.
- (b) In all other cases, the Employee is a new Employee for the purpose of eligibility for membership and benefits under the Plan, except with respect to any Deferred Pension entitlement that she may have to her credit in the Plan for her prior service and except as described in Section 2.18.

**(2) Pensioners**

Effective October 1, 1999, if a Member who is receiving a Pension and Bridging Benefit, if applicable, from the Plan is re-employed by an Employer, either (a) or (b) will apply, depending on whether the Employee has previously been re-employed by an Employer:

<b>Pensioner's Re-employment History</b>	<b>Effect on Pension</b>
<b>(a) Pensioner has previously been re-employed by an Employer while receiving a Pension from the Plan</b>	The pensioner shall continue to receive her Pension and shall not accrue further benefits during the current period of re-employment.
<b>(b) Pensioner has never previously been re-employed by an Employer while receiving a Pension from the Plan</b>	<p>In all cases where a pensioner has never previously been re-employed by an Employer while receiving a Pension from the Plan, her Pension shall cease as soon as she rejoins the Plan. (Full-Time Employees may rejoin immediately and must rejoin after three months of Continuous Service; Part-time Employees are eligible to rejoin pursuant to Section 3.02.)</p> <p>If the pensioner rejoins the Plan, the amount of her accrued Pension shall be adjusted for indexing as set out in Section 6.12 and may be adjusted further if the addition of Continuous Service after re-employment affects an Early Retirement reduction being applied.</p>
<b>(i) Pensioner's interruption in participation was six (6) months or less</b>	In addition to 3.04(2)(b), if the interruption in participation in the Plan was six (6) months or less, when the Member next retires, her benefits shall be based on service both prior to and following the date of re-employment.
<b>(ii) Pensioner's interruption in participation was longer than six (6) months</b>	In addition to 3.04(2)(b), if the interruption in participation in the Plan was longer than six (6) months, any benefit earned after the date of re-employment shall be calculated solely on Continuous and Credited Service after that date.

### 3.05 New Contributing Member Organizations

Whenever any new organization is invited to join the Plan, the terms and conditions of joining shall be such that the vested interest of existing Members is reasonably protected. New Members shall participate fully in the Plan except to the extent that benefit modifications may be required to meet fiduciary obligations of the Trustees to existing Members. Any such modification shall be defined by the Trustees in a Plan amendment subject to the approval of the Board and the Superintendent of Pensions of Nova Scotia.

If the organization sponsors a pension plan that limits membership to specific employee classifications, that plan may be merged with the Plan in such a manner and at such time and upon such conditions as the Trustees approve. Any such merger shall be subject to the terms and conditions of the Pension Benefits Act. If the organization chooses to merge its plan with the Plan, current members of the organization's plan will become Members of the Plan and subject to all of its terms and conditions. If the organization chooses not to merge its plan with the Plan, each member will have the option of maintaining her membership in the organization's plan or becoming a Member of the Plan. Each Member will also have the option to transfer her funds from the organization's plan to purchase the service under the Plan in accordance with the past service purchase provisions of the Plan.

Employees of an organization that did not sponsor a pension plan before joining the Plan and who become Members of the Plan may purchase as Credited Service all or a portion of Continuous Service prior to Plan membership if permitted in accordance with Section 16 and subject to the terms and conditions set out therein.

If the organization does not sponsor a pension plan or if the organization's pension plan excludes specific classes of employees from participation and if such employees satisfy the definition of Employee as set out in Section 2.21, then the following special terms and conditions shall apply to such employees:

- (1) Each employee employed by the organization at the date the organization becomes a Contributing Member Organization shall have the option of joining the Association's Plan on the date the organization becomes a Contributing Member Organization, or the date the Employee meets the eligibility requirements of Sections 3.01 or 3.02, if later. Any person employed after the date the organization become a Contributing Member Organization shall become a Member of the Association's Plan on the date the employee meets the eligibility requirements of Sections 3.01 or 3.02.
  
- (2) Notwithstanding the contribution requirements of Section 4.02, upon first becoming a Contributing Member Organization, an Employer shall choose, on behalf of its Employees, one of the following three options for contributing to the Plan:
  - (a) **Option 1: 3-Year Graduated Contribution**

Under the 3-Year Graduated Contribution Option, the Member shall contribute

    - (i) in the first year after the Employer becomes a Contributing Member Organization, one-third (1/3) of the contributions required by Section 4.02;
    - (ii) in the second year after the Employer becomes a Contributing Member Organization, two-thirds (2/3) of the contributions required by Section 4.02; and

(iii) in the third and subsequent years after the Employer becomes a Contributing Member Organization, the contributions required by Section 4.02.

(b) **Option 2: 2-Year Graduated Contribution**

Under the 2-Year Graduated Contribution Option, the Member shall contribute

(i) in the first year after the Employer becomes a Contributing Member Organization, two-thirds (2/3) of the contributions required by Section 4.02; and

(ii) in the second and subsequent years after the Employer becomes a Contributing Member Organization, the contributions required by Section 4.02.

(c) **Option 3: Full Contribution**

Under the Full Contribution Option, beginning in the first year of membership, Members shall make the contributions required by Section 4.02.

(3) Notwithstanding the benefit provisions of Section 6, Members who, pursuant to the Graduated Contribution provisions of Section 3.05(2)(a) or (b), contribute less than the contributions required by Section 4.02 shall earn benefits under Section 6 equal to the proportion of their contribution to the required contribution.

3.06 **Participation for Existing Members**

Employees of the Employers participating in this Plan may have concurrent employment relationships with multiple Employers. Notwithstanding Sections 3.01 and 3.02, an Employee who is already a Member of the Plan in respect of service with an Employer on the date she commences service as an Employee of another Employer (in a class eligible for Plan membership) must immediately participate in the Plan in respect of such service.

**SECTION 4**  
**CONTRIBUTIONS**

4.01 **Employer Contributions**

- (1) Subject to Section 4.01(2) and (3), the Employers shall make such contributions to the Pension Trust Fund as are required, based on the certification of the Actuary, to provide
  - (a) the normal cost of the benefits currently accruing to Members under the Plan; and
  - (b) sufficient funds for the proper amortization of any unfunded liability or solvency deficiency;both in accordance with the Pension Benefits Act, after the Actuary takes into account all of the relevant factors, including the assets of the Pension Trust Fund and Members' contributions.
- (2) Employers shall not make any contribution to the Pension Trust Fund unless it is an eligible contribution as defined by the Income Tax Act.
- (3) If at any time the Actuary certifies that the assets of the Pension Trust Fund exceed the actuarial liabilities of the Plan, the Employers may use the amount of excess assets or any portion of the amount to reduce their contribution obligations under Section 4.01(1), subject to any limitations prescribed by the Pension Benefits Act.

- (4) Except where an adjustment to contributions is required by the Income Tax Act or the continued registration of the Plan, Employers may adjust their contribution obligation pursuant to Section 4.01(3) above only if the following conditions are met:
- (a) the Trustees recommend the adjustment to contributions;
  - (b) the adjustment to contributions is intended to achieve a clearly defined purpose; and
  - (c) the Trustees receive the express written consent of the Board to adjust the contributions.
- (5) If a Member opts to accrue benefits while receiving Workers' Compensation benefits pursuant to Section 2.14, her Employer shall make contributions as required by this Section 4.01. Notwithstanding the above, if a collective agreement or other employment contract determines how the total cost for such service shall be apportioned between the Employee and Employer, the provisions of that agreement or contract shall prevail.

#### 4.02 **Employee Contributions**

Each Member who is an Employee shall contribute to the Pension Trust Fund by regular payroll deduction until retirement or termination, in accordance with the following:

- (1) Members shall contribute 5.95% of their Earnings up to the YMPE, and 7.95% of their Earnings in excess of the YMPE for periods up to and including March 31, 2009. Effective April 1, 2009 until March 31, 2012, Members shall contribute 7.0666% of their Earnings up to the YMPE, and 9.2555% of their Earnings in

excess of the YMPE. Effective April 1, 2012, Members shall contribute 6.8372% of their Earnings up to the YMPE, and 8.9551% of their Earnings in excess of the YMPE.

- (2) Members who are not eligible to contribute to the Government Contributory Pension Plan for reasons other than age shall contribute, for periods up to and including March 31, 2009, 7.95% of their Earnings. Effective April 1, 2009 to March 31, 2012, such Members shall contribute 9.2555% of their Earnings. Effective April 1, 2012, such Members shall contribute 8.9551% of their Earnings. Members who have not retired under the Plan and who are receiving a retirement benefit from the Government Contributory Pension Plan shall contribute to this Plan pursuant to Section 4.02 (1) above.

If a Member opts to accrue benefits while receiving Workers' Compensation benefits pursuant to Section 2.14, she shall make contributions as required by this Section 4.02. Notwithstanding the above, if a collective agreement or other employment contract determines how the total cost for such service shall be apportioned between the Employee and Employer, the provisions of that agreement or contract shall prevail.

Notwithstanding Sections 4.02(1) and (2) above, a Member who is accruing benefits in accordance with Section 9.02 is not required to contribute to the Plan during the period she qualifies for income replacement disability benefits from a long-term disability plan sponsored by her Employer and does not receive Earnings from her Employer or income from other employment that offsets her income replacement disability benefits. Member contributions for periods during which the Member concurrently receives income replacement disability benefits and Earnings, as described in Section 2.19(c), shall be based on the amount of Earnings actually received by the Member. Where the Earnings actually received are from employment income with another employer as described in

Section 2.19(c), the Member's requirement to contribute as described herein applies only for disabilities commencing on or after August 1, 2006.

A Member's contributions for any Plan Year under this Section 4.02 shall not exceed the maximum amount permitted under the Income Tax Act for that Plan Year.

In addition, no Member shall make contributions after the Member has accrued the maximum Pension permitted by the Plan's rules.

4.03 **Leaves of Absence**

(1) **With Pay**

Should a Member take a leave of absence with pay, both the Member and the Employer shall continue to contribute to the Plan in the normal manner.

(2) **Without Pay**

Should a Member take a leave of absence without pay, all contributions shall cease until the Member is again taken on an Employer's payroll. However, a Member may elect to be credited with service during periods of leave as described below and in Section 16. The Employer shall notify the Trustees in the prescribed form of any Member's leave of absence without pay.

Effective January 1, 1999, if any leave of absence must be granted for pregnancy or parental leave, the Member may elect to be credited with service for such leave by making her required contributions pursuant to Section 4.02. Should the Member so elect, the Employer shall contribute pursuant to Section 4.01. Notwithstanding the above, if a collective agreement or other employment contract determines how the total cost for such service shall be apportioned between the Employee and the Employer, the provisions of that agreement or contract shall prevail.

Effective March 7, 2003, if any other Employer-approved unpaid leave of absence is granted, the Member may elect to be credited with service for such leave by making her required contributions pursuant to Section 4.02 plus the Employer's required contributions determined pursuant to Section 4.01. Notwithstanding the above, if a collective agreement or other employment contract determines how the total cost for such service shall be apportioned between the Employee and the Employer, the provisions of that agreement or contract shall prevail.

4.04 **Contributions while Participating in a Deferred Salary Leave Plan**

A Member who is participating in a deferred salary leave plan sponsored by her Employer shall contribute to the Plan in accordance with Section 4.02. The Employer shall contribute in accordance with Section 4.01. Contributions shall continue to be made during the period of the leave. For purposes of contributions and benefit accrual, Earnings shall be deemed to be the Earnings the Member would receive if she were not participating in the deferred salary leave plan.

The Member may choose, at her option, to contribute to the Plan based on the earnings she is actually receiving during the period of salary deferral and the period of leave. If the Member so elects, the Credited Service the Member accrues during participation in the deferred salary leave plan shall be equal to the Credited Service the Member would have accrued had she not participated in the Plan multiplied by the ratio of the Member's actual earnings received to the Member's earnings had she not participated in the Plan.

Notwithstanding the above, if a collective agreement or other employment contract determines how the total cost for such service is apportioned between the Member and the Employer, the provisions of that agreement or contract shall prevail.

**4.05 Return of Contribution**

An amount contributed by the Employer under Section 4.01 or a Member under Section 4.02 may be refunded at any time to the Member or Employer as applicable if such action is required to avoid the Plan's revocation of registration under the Income Tax Act. Any such refund shall be subject to the approval of the Superintendent of Pensions of Nova Scotia.

**4.06 Remittance of Contributions**

By the 20<sup>th</sup> calendar day following the ending date of each contribution period, each Employer shall remit to the Trustees the Employer's own contributions and all contributions deducted from Members' pay during the contribution period. A contribution period shall not exceed thirty-one (31) days. Simultaneously, each Employer shall transmit to the Trustees, in the prescribed form, a report of the Employer's and the Members' contributions being remitted to the Trustees.

If any contribution is not made by the date specified in the preceding paragraph, the Trustees may charge the Employer such amount of interest as the Trustees consider appropriate because of the late payment, in accordance with the Trust Agreement.

## **SECTION 5**

### **RETIREMENT DATES**

#### **5.01 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 sixty-five (65).

#### **5.02 Optional Retirement Date**

Effective January 1, 1999, the Optional Retirement Date means the first day of the calendar month coincident with or next following the earliest of

- (1) the date on or after the Member's fifty-fifth (55<sup>th</sup>) birthday when the sum of the Member's age and her years of Early Retirement Eligibility Service equals or exceeds eighty-five (85);
- (2) the date on which the sum of the Member's age and her years of Early Retirement Eligibility Service equals or exceeds ninety (90), provided the Member joined the Plan prior to January 1, 1999; or
- (3) the date on which the Member both attains age sixty (60) and completes ten (10) years of Early Retirement Eligibility Service.

#### **5.03 Early Retirement Date**

The Early Retirement Date means the first day of the calendar month coincident with or next following the earliest of

- (1) the date on which the Member attains age fifty-five (55);

- (2) the date on which the Member both attains age fifty (50) and completes ten (10) years of Early Retirement Eligibility Service; or
- (3) the date on which the sum of the Member's age and her years of Early Retirement Eligibility Service equals or exceeds eighty (80).

**5.04 Postponed Retirement Date**

If, pursuant to law and the Employer's policy concerning retirement, either

- (1) the Continuous Service of a Member terminates after her Normal Retirement Date; or
- (2) a Member is still employed on December 1 in the calendar year in which she attains age seventy-one (71), or such other age as may apply from time to time under the Income Tax Act,

the Member is considered to have retired on her Postponed Retirement Date. Her Postponed Retirement Date is the first day of the calendar month coincident with or next following the earlier of the events in (1) or (2) above.

**5.05 Actual Retirement Date**

A Member's Actual Retirement Date is the first day of the calendar month coincident with or next following the date on which the Continuous Service of a Member terminates and she begins to receive her Pension.

**5.06 Application for Pension**

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The Employer, on or before the Member's sixty-fifth (65<sup>th</sup>) birthday or the date agreed upon for her later retirement, shall apply for such Member's Pension in the prescribed form to the Trustees.

5.07 **Measurement Basis**

Age and Early Retirement Eligibility Service shall be measured in years and days.

**SECTION 6****RETIREMENT BENEFITS**

From time to time, the Association amends the Plan to provide a “Base Year Upgrade,” which enhances benefits to Members. Under a Base Year Upgrade, the Pension and Bridging Benefit accrued in respect of all Credited Service up to and including the Base Year are based on the Member’s Earnings in the Base Year. For each year of Credited Service after the Base Year, the Pension and Bridging Benefit accrued in each year are based on the Member’s Earnings in that particular year. The Base Year to use in the calculation of benefits is the Base Year effective on the date the Member’s Continuous Service terminates or, where the Member’s Pension commences to be paid within one month of the date the Member’s Continuous Service terminates, the Base Year effective on the date the Member’s Pension commences. Appendix B provides a partial history of Base Year Upgrades (commencing March 5, 1999), their respective effective dates, and the YMPE applicable for each Base Year.

**6.01 Pension at Normal or Optional Retirement Date**

A Member whose Continuous Service terminates on her Normal Retirement Date or on or after her Optional Retirement Date is entitled to receive an annual Pension Benefit payable in equal monthly instalments commencing on the Member’s Actual Retirement Date in an amount equal to the sum of (1), (2), and (3), calculated as follows:

	<b>Period of Service</b>	<b>Pension Calculation</b>
(1) <b>Past Service Pension</b>	For each year of Credited Service prior to the Effective Date	0.7% of the Member’s Earnings in the Base Year plus 0.3% of the excess, if any, of such Earnings over the YMPE for the Base Year, subject to Section 6.05
	<b>Period of Service</b>	<b>Pension Calculation</b>

(2) <b>Current Service Pension to December 31 of the Base Year</b>	For each year of Credited Service from the Effective Date to December 31 of the Base Year	1.4% of the Member's Earnings in the Base Year plus 0.6% of the excess, if any, of such Earnings over the YMPE for the Base Year
(3) <b>Current Service Pension for Years after the Base Year</b>	For each year of Credited Service from January 1 of the year following the Base Year	1.4% of the Member's Earnings in such year plus 0.6% of the excess, if any, of such Earnings over the YMPE for such year

(4) **Maximum Earnings in the Base Year**

In Section 6.01(1) and (2) above, Earnings in the Base Year shall be the lesser of

- (a) Earnings in the Base Year; and
- (b) the twelve (12)-month average of the Member's total Earnings during the thirty-six (36) consecutive months (including months after December 31 of the Base Year) when Earnings were the highest.

If the average Earnings are used, then the average of the YMPE for the same thirty-six (36)-month period shall replace the YMPE for the Base Year.

(5) **Prior Base Years**

Notwithstanding Section 6.01(1) to (4) above, the Pension accrued to December 31 of the Base Year shall not be less than the Pension accrued to December 31 of the Base Year prior to the Base Year Upgrade.

**(6) Pension Commencement Prior to Normal Retirement Date**

If the Pension commences prior to the Member's Normal Retirement Date, any Prescribed Reductions shall be applied.

Fractional parts of a year shall provide a proportionate part of a full year's Pension.

**6.02 Bridging Benefit On or After Optional Retirement Date**

In addition to the benefit provided under Section 6.01, a Member whose Pension commences prior to her Normal Retirement Date and on or after her Optional Retirement Date is entitled to receive an annual Bridging Benefit payable in equal monthly instalments commencing on the date her Pension commences in an amount equal to the sum of (1) and (2), calculated as follows:

	<b>Period of Service</b>	<b>Bridging Benefit</b>
<b>(1) Current Service Bridge to December 31 of the Base Year</b>	For each year of Credited Service from the Effective Date to December 31 of the Base Year	0.6% of the Member's Earnings in the Base Year to a maximum Earnings of the YMPE for the Base Year
<b>(2) Current Service Bridge for Years after the Base Year</b>	For each year of Credited Service from January 1 of the year following the Base Year	0.6% of the Member's Earnings in such year to a maximum Earnings of the YMPE for such year

The Bridging Benefit ceases with the payment immediately preceding or coincident with the earlier of the date the Member attains age 65 or the date of her death.

(3) **Maximum Earnings in the Base Year**

Earnings used to calculate the Bridging Benefit in the Base Year shall be as described in Section 6.01(4).

(4) **Prior Base Years**

Notwithstanding Section 6.02(1) to (3) above, if the Base Year used to calculate the Pension under Section 6.01(1) to (4) is a year prior to the currently effective Base Year, the Base Year to be used to calculate the Bridging Benefit in Section 6.02(1) to (3) shall be the same as that used to calculate the Pension.

(5) **Minimum Bridge after Age 60**

Notwithstanding the above, if a Member's Continuous Service terminates after the Member attains age fifty (50) and completes ten (10) years of Continuous Service, any Bridging Benefit payable after the Member attains age sixty (60) shall not be less than \$12.50 per month multiplied by the Member's Credited Service prior to January 1, 1999.

(6) **Members Who Retired prior to November 1, 1997**

Any Member

(a) whose Pension commencement date was prior to November 1, 1997;

(b) who was eligible for a Deferred Pension on November 1, 1997; or

(c) who retired prior to November 1, 1997, pursuant to Section 9.01;

and who had attained fifty (50) years of age and had completed at least ten (10) years of Continuous Service at the date of her termination of Continuous Service

shall be entitled to a minimum Bridging Benefit of \$12.50 per month, including any Bridging Benefits payable or in payment, multiplied by the Member's Credited Service.

This Bridging Benefit shall commence, if not already in payment, on the first of the month coincident with or next following the later of the date the Pension commences, the date the Member attains age sixty (60), or January 1, 1999, and cease with the payment immediately preceding or coincident with the earlier of the Member's Normal Retirement Date and the date of her death.

**6.03 Retirement Prior to Optional Retirement Date**

Effective January 1, 1999, a Member who retires on or after her Early Retirement Date and prior to her Optional Retirement Date is entitled to receive one of the two following payment options:

- (1) A Member may choose an annual Pension and Bridging Benefit payable in equal monthly instalments commencing on the first of any calendar month on or following her Actual Retirement Date to her Normal Retirement Date. The Pension amount shall be calculated according to the formula in Section 6.01, excluding Section 6.01(6), and the Bridging Benefit shall be calculated according to the formula in Section 6.02. Both the Pension and Bridging Benefit shall be reduced by the lesser of
  - (a)  $\frac{1}{2}$  of 1% for each month by which the Pension commencement date precedes the Member's Normal Retirement Date; and

- (b) ½ of 1% for each month by which the Pension commencement date precedes the Member's Optional Retirement Date, based on the Member's Early Retirement Eligibility Service to her Actual Retirement Date.

Two provisos apply: the resulting Pension shall be at least the Actuarial Equivalent of the Deferred Pension under Section 6.03(2) and shall not be greater than the Pension payable at the Normal Retirement Date, reduced by the Prescribed Reduction.

- (2) A Member may choose a Deferred Pension and Bridging Benefit payable in equal instalments commencing on her Normal Retirement Date or on or after her Optional Retirement Date. The Deferred Pension shall be calculated according to the formula in Section 6.01, and the Bridging Benefit shall be calculated according to the formula in Section 6.02.

Notwithstanding the above, the reduction applicable to the Bridging Benefit shall be calculated based on the Bridging Benefit pursuant to Section 6.02, but not including any additional benefit provided by Section 6.02(5). The reduction shall then be applied to the Bridging Benefit with Section 6.02(5) included.

#### 6.04 **Postponed Retirement Pension**

A Member who retires on her Postponed Retirement Date pursuant to Section 5.04 is entitled to receive a Pension commencing on her Postponed Retirement Date based on Credited Service to her Postponed Retirement Date and calculated according to the formula in Section 6.01.

#### 6.05 **Integration of the Plan with Existing Pension Plans**

An Employee who was a member of a pension plan that was suspended or integrated with this Plan at the time such Contributing Member Organization became an Employer shall have all accrued pension benefits and bridging benefits under such previous plan preserved for her until retirement. Any such Employee shall, on death or termination, be entitled to all vested rights that had accrued to her benefit under the previous plan at the date of its suspension or integration.

Any such Employee who becomes a Member of this Plan within thirty (30) days of the Effective Date or such extended date as the Trustees may approve shall receive at retirement a Pension for all service prior to the Effective Date of this Plan. The Pension shall be equal to that provided by the value of such Employee's contributions, if any, as determined by the Actuary, plus the greater of either

- (1) the pension accrued from employer contributions to the previous plan, as determined by the Actuary; or
- (2) the Past Service Pension provided in Section 6.01(1).

In any case, if the normal retirement age under the previous plan is other than age sixty-five (65), the amount of pension accrued from the employer's contributions under the previous plan shall be recomputed on an Actuarial Equivalent basis that assumes the normal retirement age under the previous plan is age sixty-five (65).

**6.06 Member not Entitled to Government Contributory Plan**

Any Member not entitled to contribute to the Government Contributory Pension Plan for reasons other than age shall have all benefits for Past Service as described in Section 6.01(1) calculated at 1% of applicable Earnings and all benefits for Credited Service after the Effective Date of the Plan as described in Section 6.01(2) and (3) calculated at 2% of applicable Earnings.

**6.07 Re-employment of a Member**

Subject to meeting the relevant conditions described in Section 16 and complying with the terms and conditions set out therein, including the re-payment of any refund of excess contributions, any Member who is entitled to a benefit from the Plan for a prior period of employment, no part of which has been transferred or otherwise satisfied, and is re-employed within five (5) years of her termination of employment may be entitled to an increase in the benefit accrued for her prior period of service. The accrued benefit for her prior period of service shall equal the greater of:

- (1) the Deferred Pension and Bridging Benefit calculated at the date of her previous termination of employment, adjusted for any *ad hoc* increases to Deferred Pensions granted; and
- (2) the Pension and Bridging Benefit calculated in accordance with Sections 6.01, 6.02, and 6.09 and the Credited Service for her prior period of service.

If the Member received a refund pursuant to Section 8.01(1) or received a transfer or payment in accordance with Section 8.04 or 8.05, she shall not be eligible for any enhancement of benefits under this Section 6.07.

**6.08 Minimum Benefit with Respect to Required Contributions**

If upon termination of a Member's Continuous Service, the Member's required contributions plus Credited Interest to the date of determination exceed 50% of the Commuted Value of the Member's Pension and Bridging Benefit, excluding any Pension and Bridging Benefit in respect of service granted under Section 16 and the purchase price thereof, the Member, or the Member's Spouse, Common Law Partner, or Beneficiary, as applicable, is entitled to a refund of the excess contributions.

6.09 **Maximum Pension Provisions**

Notwithstanding any other provision of the Plan, the Pension and Bridging Benefit payable to a Member shall be reduced, if necessary, to comply with the limits set out in this Section 6.09. For purposes of this section, the terms “Defined Benefit Limit,” “Pensionable Service,” “Highest Average Compensation,” and “Average Consumer Price Index” are defined as follows:

“Defined Benefit Limit” for a calendar year means the amount specified for that purpose under the Income Tax Act for that year.

“Pensionable Service” means the sum of

- (a) the number of years of pensionable service, as defined in the Income Tax Act, before January 1, 1992, up to a maximum of thirty-five (35) years; and
- (b) the number of years of pensionable service, as defined in the Income Tax Act, after December 31, 1991.

“Highest Average Compensation” means the average of the Member’s total indexed compensation in the three (3) non-overlapping twelve (12)-month periods during which such total indexed compensation was the highest. The total indexed compensation for any twelve (12)-month period shall be equal to the total compensation the Member receives from an Employer for each month in the period, adjusted by a percentage corresponding to the increase of the average wage, as the average wage is defined under Section 147.1(1) of the Income Tax

Act, for the period from the applicable month to the date of determination but excluding any period prior to 1986.

“Average Consumer Price Index” for a calendar year means one-twelfth (1/12) of the sum of the Consumer Price Index for each month in the twelve (12)-month period ending September 30 of the previous calendar year. The Consumer Price Index refers to the Consumer Price Index as published by Statistics Canada (CANSIM Series 326-0001).

(1) **Maximum Pension**

- (a) The annual Pension payable to a Member in the year of Pension commencement, including any portion of the Pension assigned to the Member’s Spouse or Common Law Partner pursuant to Section 15.02, shall not exceed the lesser of
- (i) the Defined Benefit Limit for the year of Pension commencement multiplied by the Member’s years of Pensionable Service; and
  - (ii) an amount that is the product of
    - (A) 2% for each year of the Member’s Pensionable Service; and
    - (B) the Member’s Highest Average Compensation.
- (b) The Pension considered for purposes of applying Section 6.09(1)(a) does not include any Bridging Benefit payable pursuant to Section 6.02.

- (c) The limit described in Section 6.09(1)(a) is applied to the Pension in the form paid to the Member, except that if the form of Pension is a joint and survivor form continuing in a percentage greater than 66 2/3%, the Pension shall be further reduced, if necessary, so that it is not greater than the Actuarial Equivalent of the maximum Pension payable in a 66 2/3% joint and survivor form.
- (d) The annual Pension to which Section 6.09(1)(a) is applicable, payable in each calendar year subsequent to the year of Pension commencement, shall not exceed the amount determined by the formula in Section 6.09(1)(a) multiplied by the ratio of A to B where

A is the Average Consumer Price Index for a calendar year not earlier than the calendar year in which the Pension commences to be paid and not later than the particular year; and

B is the Average Consumer Price Index for the calendar year in which the Pension commences to be paid.

(2) **Post-1991 Combined Bridging and Pension Maximum**

- (a) If a Member receives a Bridging Benefit pursuant to Section 6.02 for the year in which the Bridging Benefit is initially paid, the annual combined Bridging Benefit plus Pension with respect to service after 1991 to which Section 6.09(1)(a) is applicable shall not exceed the amount determined by the formula  $(A \times B) + (0.25 \times C \times D / 35)$  where

A is the Defined Benefit Limit for the calendar year in which the benefits commence to be paid;

B is the Member's pensionable service after 1991;

C is the average of the YMPE for the year in which the benefits commence to be paid and for each of the two (2) preceding calendar years; and

D is the lesser of thirty-five (35) and the amount determined for B.

(b) In subsequent years, until the Bridging Benefit ceases, the annual benefits payable to a Member to which Section 6.09(2)(a) is applicable shall not exceed the amount determined by the formula in Section 6.09(2)(a) multiplied by the ratio of E to F where

E is the Average Consumer Price Index for a calendar year not earlier than the calendar year in which the benefits commence to be paid and not later than the particular year; and

F is the Average Consumer Price Index for the calendar year in which the benefits commence to be paid.

**(3) Pre-1990 Maximum Pension**

(a) If a Member is granted periods of Credited Service with respect to calendar years before 1990, no part of which were previously recognized as a Credited Service under the Plan or the registered pension plan of

another employer, the Pension payable for each year of such service shall not exceed \$1,150 or such greater amount that may be permitted by the Income Tax Act.

- (b) In subsequent years, the annual Pension to which Section 6.09(3)(a) is applicable shall not exceed the amount determined by the formula in Section 6.09(3)(a) multiplied by the ratio of A to B where

A is the Average Consumer Price Index for a calendar year not earlier than the calendar year in which the benefits commence to be paid and not later than the particular year; and

B is the Average Consumer Price Index for the calendar year in which the benefits commence to be paid.

(4) **Maximum Bridging Benefit**

The monthly Bridging Benefit payable under Section 6.02 shall not exceed the amount of benefits payable to the Member under the Canada Pension Plan or Quebec Pension Plan, as applicable, and under the Old Age Security Act, assuming the Member is

- (a) sixty-five (65) years of age at the date of Pension commencement;
- (b) entitled to receive the maximum Old Age Security benefits; and
- (c) entitled to a proportion of the maximum benefits payable under the Canada Pension Plan, the proportion being the percentage, not to exceed 100%, of the total of the Member's remuneration for the three (3) calendar

years in which the remuneration was the highest to the total of the YMPE for those three (3) years.

This amount shall be reduced proportionately in the case of a Member who has completed less than ten (10) years of pensionable service as at the date of Pension commencement and further reduced by  $\frac{1}{4}$  of 1% for each month by which the Member's Pension commencement date precedes the date the Member attains age sixty (60). However, the age and service restrictions in this Section 6.09(4) do not apply to the maximum Bridging Benefits payable to a Member who has a Total and Permanent Disability.

**6.10 Pension Adjustment**

In no event shall the benefit a Member accrues in a Plan Year under Section 6.01 result in a pension adjustment for the Member (as the Income Tax Act defines pension adjustment) in excess of the limits for the year prescribed by the Income Tax Act.

**6.11 Reduction of Benefits**

The Association may amend the Plan at any time to reduce the benefits provided under this Section 6 where required to avoid the Plan's revocation of registration under the Income Tax Act. Any such amendment shall be subject to the approval of the Superintendent of Pensions of Nova Scotia.

**6.12 Indexing**

Effective January 1, 1999, the amount of Pension and Bridging Benefit payable to a pensioner pursuant to this Section 6 shall be adjusted on January 1 of each year (the "Adjustment Date") commencing January 1, 1995, by multiplying the Pension and Bridging Benefit then payable by the Pension Adjustment Factor set out below.

The Pension Adjustment Factor equals the lesser of

- (1) Pension Index (T)  
Pension Index (T-1); and
  
- (2) 1.03

where

“Pension Index (T)” refers to the Consumer Price Index for September of calendar year T published by Statistics Canada (CANSIM Series 326-0001); and

“T” refers to the calendar year preceding the Adjustment Date.

Notwithstanding the foregoing, the Board may determine and apply a greater Pension Adjustment Factor from time to time, subject to all other terms and conditions of this Section 6.12.

For Pensions and Bridging Benefits, if applicable, that commenced payment in the calendar year preceding the Adjustment Date, the Pension Adjustment Factor shall be modified to reflect the number of months from the date on which the Pension commenced to the Adjustment Date.

If in any year the Pension Adjustment Factor is less than one (1), the Pension and Bridging Benefit then payable shall continue without adjustment. However, at the next Adjustment Date, the Pension Adjustment Factor shall be determined as the product of the Pension Adjustment Factor determined in the usual manner and the Pension Adjustment Factor determined at the previous Adjustment Date.

Notwithstanding anything to the contrary in this Section 6.12, Bridging Benefits in payment or payable prior to January 1, 1999, and those Bridging Benefits provided for in Section 6.02(6) shall not be adjusted. In addition, the minimum Bridging Benefit described in Section 6.02(5) shall not be adjusted.

Effective January 1, 1992, any indexing provided shall not exceed the limits imposed by the Income Tax Act.

Notwithstanding the above, any Pension in payment on January 1, 1995, or any Deferred Pension established on or before January 1, 1995, in respect of former Employees of Saint Vincent's Guest House shall not be adjusted.

**6.13 Small Benefit Commutation**

- (1) The Plan shall pay to the Member a lump sum that is equal to the Commuted Value of the Pension and Bridging Benefits to which she is entitled, if either
  - (a) her annual unreduced Pension payable in accordance with Section 6.01 at her Normal Retirement Date is not more than 4% of the YMPE in the year of her termination of Continuous Service; or
  - (b) the Commuted Value of her Pension and Bridging Benefits is less than 10% of the YMPE in the year of her termination of Continuous Service.
- (2) A lump sum payment made to a Member pursuant to subsection (1) above shall fully discharge the obligations of the Plan in respect of the Member.

- (3) If the Member joined the Plan pursuant to Section 3.05 and the Member elected not to transfer her service in the other pension plan to the Plan, for the purposes of the Section, the annual unreduced Pension payable shall include any pension payable from the other pension plan.
- (4) Notwithstanding the foregoing, where Section 3.04(2)(b) applies to a Member (Pensioner has never previously been re-employed by an Employer while receiving a Pension from the Plan), any Pension and Bridging Benefits accrued on and after the date of re-employment may not be commuted hereunder.

6.14 **Transfer of Refund to a Registered Retirement Savings Plan**

A Member who is entitled to receive a payment under Section 6.13 may elect to have that amount transferred directly on her behalf to a registered retirement savings plan.

6.15 **Commuted Value Transfers**

A Member who terminates Continuous Service after eligibility under Section 5 to commence an immediate Pension is not eligible to exercise the transfer options described in Section 8 – Termination Benefits with the exception that she may, within the prescribed time period, elect to transfer the Commuted Value of her immediate Pension and Bridging Benefit if applicable, directly on a locked-in basis on her behalf to another registered pension plan, provided the administrator of that plan is willing to accept and administer the transfer in accordance with the requirements of the Pension Benefits Act.

## **SECTION 7**

### **FORM OF PENSION**

#### **7.01 Pension Calculation According to Normal Form**

The amount of Pension 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 an optional form of Pension.

#### **7.02 Normal Form of Pension**

##### **(1) Member without a Spouse or Common Law Partner**

The normal form of Pension for a Member without a Spouse or Common Law Partner on her Pension commencement date is an annuity payable in monthly instalments for the life of the Member and in any event for a period of not less than sixty (60) months. If the Member dies before receiving sixty (60) monthly payments, her Beneficiary has the option to receive the remaining balance of the sixty (60) payments in monthly instalments or the Commuted Value of the remaining balance of the sixty (60) payments. If the Member dies after receiving sixty (60) monthly payments, the last payment shall be the payment for the month in which the Member's death occurs.

##### **(2) Normal Form for a Member with a Spouse or Common Law Partner**

For a Member who has a Spouse or Common Law Partner on her Pension commencement date, the normal form of Pension is a joint and survivor annuity, which is payable in monthly instalments for the life of the Member and in any event for a period of not less than sixty (60) months. Following the death of the

Member, her Spouse or Common Law Partner shall receive, in monthly instalments, the balance of the guaranteed instalments, if any. Thereafter, the Spouse or Common Law Partner shall receive, for the duration of his life, 66 2/3% of the amount that would have been payable to the Member had she lived.

7.03 **Election of Optional Forms**

Instead of the normal form of Pension payable according to Section 7.02, a Member may elect before Pension commencement to receive her Pension in one of the optional forms of Pension offered by the Association.

Such optional forms are as described in Sections 7.04 and 7.05. The Trustees may, from time to time, adopt or establish other optional forms of benefit consistent with legislation affecting the Plan, after consulting with the Actuary.

7.04 **Optional Form of Pension - Member Without a Spouse or Common Law Partner**

Instead of the normal form of Pension payable according to Section 7.02(1), a Member who does not have a Spouse or Common Law Partner on her Pension commencement date may elect, before her Pension commences, an optional form of Pension called “Life Guaranteed 10 Years,” which shall be reduced to the Actuarial Equivalent of the normal form of Pension payable according to Section 7.02(1).

Under the “Life Guaranteed 10 Years” form of Pension, the Member receives a monthly Pension payable for life with the guarantee that, if the Member dies before receiving one hundred twenty (120) months of guaranteed payments, the Member's Beneficiary has the option to receive the remaining balance of the one hundred twenty (120) payments in monthly instalments or the Commuted Value of the remainder of these one hundred twenty (120) payments.

7.05 **Optional Form of Pension - Member with a Spouse or Common Law Partner**

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Instead of the normal form of Pension payable according to Section 7.02(2), a Member who has a Spouse or Common Law Partner on her Pension commencement date may elect, before her Pension commences, to receive her Pension payable in accordance with Section 7.02(2), except that after the expiration of the sixty (60)-month guarantee, the amount payable to a surviving Spouse or Common Law Partner shall be 75% of the amount that would have been payable to the Member had she lived.

The amount of Pension under this optional form shall be reduced to the Actuarial Equivalent of the normal form of Pension payable according to Section 7.02(2).

7.06 **Member and Spouse / Common Law Partner Living Separate and Apart**

Notwithstanding the foregoing or any other provision of this Plan to the contrary, where a member has a Spouse or Common Law Partner from whom the Member is living separate and apart on the date that payment of the first instalment of the Member's Pension is due, at the election of the Member and subject to the provision of such certifications as may be required by the Plan, for purposes of the Plan, such Member's Pension shall be determined and payable hereunder as if the Member did not have a Spouse or Common Law Partner.

## SECTION 8

### TERMINATION BENEFITS

#### 8.01 Termination Benefits

Effective June 2, 1999, a Member's benefits on terminating Continuous Service, other than through death and before attainment of the earliest retirement date of the Member possible under Section 5, shall be as follows:

**(1) Termination with Less than Twenty-Four Months of Plan Membership**

If a Member's Continuous Service is terminated before the Member has completed twenty-four (24) continuous months of membership in the Plan, she shall receive from the Pension Trust Fund a refund of her own contributions to the Plan, with Credited Interest.

**(2) Termination with Twenty-Four Months of Plan Membership**

If a Member's Continuous Service is terminated after the Member has completed at least twenty-four (24) continuous months of membership in the Plan, the Member is entitled to a Deferred Pension in the amount accrued under Section 6.01 and a Bridging Benefit in the amount accrued under Section 6.02.

If the Member joined the Plan pursuant to Section 3.05, for the purpose of this section, "Plan Membership" shall include any membership credited in another pension plan of the Employer regardless of whether the Member elected to transfer the related service (or any portion thereof) to the Plan.

**8.02 Refund of Excess Required Contributions**

Effective June 2, 1999, a Member whose Continuous Service with a Contributing Member Organization has been terminated and who is entitled to a Deferred Pension and Bridging Benefit, if applicable, shall receive a refund of any excess contributions determined in accordance with Section 6.08.

**8.03 Commencement of a Deferred Pension and Bridging Benefit**

Payment of any Deferred Pension and Bridging Benefit to which a Member is entitled and which such Member has elected to receive pursuant to this Section 8 shall commence, at the option of the Member, on the Member's Normal Retirement Date or on or after the Member's Optional Retirement Date.

A Member who is entitled to a Deferred Pension and Bridging Benefit, if applicable, and is re-employed shall have her Optional Retirement Date and Early Retirement Date with respect to her Deferred Pension and Bridging Benefit based on all her Early Retirement Eligibility Service pursuant to Section 2.18.

At the Member's option, payment of the Deferred Pension and Bridging Benefit pursuant to this Section 8.03 may commence on or after her Early Retirement Date. If the commencement date is before the Member's Normal Retirement Date or Optional Retirement Date, the Deferred Pension and Bridging Benefit shall be subject to the reductions specified in Section 6.03.

**8.04 Transfer Value of Deferred Pension**

- (1) Subject to Sections 8.04(2) and (3), a Member who is entitled to a Deferred Pension and Bridging Benefit, if applicable, under Section 8.01(2), may elect to transfer the Commuted Value of the Deferred Pension and Bridging Benefit to

one of the following locked-in vehicles in lieu of and in full satisfaction of the entitlement to a Deferred Pension and Bridging Benefit:

- (a) directly to another registered pension plan, provided the administrator of that plan is willing to accept and administer the transfer in accordance with the requirements of the Pension Benefits Act;
- (b) to a registered retirement savings plan, life income fund, or other retirement funding arrangement prescribed for this purpose under the Pension Benefits Act; or
- (c) to an insurance company licensed to transact business in Canada to purchase a deferred life annuity under which she is the annuitant, provided payment of the annuity will not commence more than ten (10) years before the earliest date the Member could have received a Pension from the Plan, or on and after January 1, 2003, before the earliest date the member could have received a Pension from the Plan.

For greater certainty, a Member who has terminated employment on or after the date on which she is eligible to commence receipt of a Pension from the Plan, regardless of whether she elects to do so, is not eligible to exercise the transfer options described here. The options available to such Members are as described in Section 6 of the Plan.

- (2) the Trustees shall not permit a transfer or purchase under Section 8.04(1) unless the Trustees are 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 8.04(1) to a defined contribution provision of a registered pension plan, amounts transferred in accordance with Section 8.04(1)(b), and amounts transferred in accordance with Section 8.06(1) 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 shall be paid to the Member in a manner that complies with the Income Tax Act and the Pension Benefits Act.

**8.05 Small Benefit Commutation**

- (1) The Plan shall pay to the Member a lump sum that is equal to the Commuted Value of the Pension and Bridging Benefits to which she is entitled, if either
- (a) her annual unreduced Pension payable in accordance with Section 6.01 at her Normal Retirement Date is not more than 4% of the YMPE in the year of her termination of Continuous Service; or
  - (b) the Commuted Value of her Pension and Bridging Benefits is less than 10% of the YMPE in the year of her termination of Continuous Service.
- (2) A lump sum payment made to a Member pursuant to subsection (1) above shall fully discharge the obligations of the Plan in respect of the Member.
- (3) If the Member joined the Plan pursuant to Section 3.05 and the Member elected not to transfer her service in the other pension plan to the Plan, for the purpose of this Section, the annual unreduced Pension payable shall include any pension payable from the other pension plan.

**8.06 Transfer of Refund to a Registered Retirement Savings Plan**

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If a Member is entitled to either

- (1) a Commuted Value payment pursuant to Section 8.05, subject to the restriction in Section 8.04(3); or
- (2) a refund of excess contributions pursuant to Section 8.02, provided that it is included with a transfer pursuant to Section 8.04(1) and subject to the restriction in Section 8.04(3);

she may elect to have the amounts transferred directly on her behalf to a registered retirement savings plan.

**8.07 Increases to Deferred Pensions**

The Board may, from time to time, apply increases to Deferred Pension entitlements under this Section 8 in the manner and amount that they determine and as documented in Appendix A to the Plan, which constitutes a partial history of such increases, commencing January 1, 1994. Any such increase shall not exceed the limits imposed for this purpose by the Income Tax Act.

**8.08 General**

The Member shall apply for any refund of contributions and payments or transfer of Commuted Values permitted under Section 8 to the Trustees through her Employer, in the form and manner prescribed by the Trustees for this purpose. All such transactions shall be processed within the time limits prescribed under the Pension Benefits Act, after which the membership of the individual shall be terminated and the Plan shall be liable for no further benefit or entitlement to that individual on account of the period of service represented by the transaction.



## SECTION 9

### DISABILITY

9.01 **Member Not Participating in an Employer-Sponsored Long-Term Disability Plan**

Effective October 1, 1999, a Member who

- (1) joined the Plan prior to October 1, 1999;
- (2) has completed at least ten (10) years of Continuous Service prior to January 1, 1993;
- (3) does not participate in a group long-term disability plan sponsored by her Employer (including the Association's Plan); and
- (4) is retired from active service by an Employer on account of disability;

shall be entitled, subject to the approval of the Trustees, to receive a Pension from the first day of the month coincident with or next following the date on which the Member retires from active service on account of disability.

Such Pension shall be equal to the Pension the Member accrued with respect to service prior to January 1, 1993, in accordance with Section 6.01. This Pension shall be payable as long as the Member's disability continues. Should the disability continue until the Member's Optional Retirement Date, the Pension shall continue thereafter throughout the Member's lifetime, pursuant to Section 7.

Both the Pension accrued with respect to service from January 1, 1993, to the date of disability and the Bridging Benefit shall be paid as a termination benefit calculated in accordance with Section 8. The refund of excess contributions calculated in accordance with Section 8.02 shall include only those contributions with respect to service from January 1, 1993, to the date of disability, the Pension accrued with respect to service from January 1, 1993, to the date of disability, and the entire Bridging Benefit.

No person who participates in a group long-term disability plan sponsored by her Employer nor any person who has terminated employment or membership in the Plan shall qualify for benefits under Section 9.01.

The Employer shall apply for the Member's disability Pension to the Trustees in the prescribed form.

A Member shall be deemed to be disabled when on the basis of medical and any other evidence required, she is found to be prevented by bodily injury or disease that seems likely to be permanent from engaging in any work for remuneration or profit for which she is reasonably fitted.

A Member in receipt of a Pension pursuant to this Section may be required to submit to medical examination at any time prior to the earlier of her Normal Retirement Date and Optional Retirement Date, but not more often than semi-annually, to determine to the satisfaction of the Trustees whether she is eligible to continue receiving a disability Pension. If, on the basis of such examination or other evidence, it is found that she is no longer disabled, the Trustees may discontinue her disability Pension. Should the Member refuse to submit to medical examination, her disability Pension shall be discontinued immediately.

Should the Member's Pension cease by reason of recovery or refusal to submit to any required medical examination, the Trustees, on the recommendation of the Actuary, shall determine the amount of any subsequent benefits she shall receive under the Plan. Medical examinations shall be conducted at all times by a physician appointed by the Trustees. If a Member wishes to have the decision reviewed, she may submit to an examination by a physician of her own choice. If the finding of her physician varies from that of the Trustees' physician and this difference is not resolved by them, the two physicians shall appoint a third physician with respect to the determination of whether the Employee is totally disabled. The decision of the third physician is final and binding upon the Trustees and the Plan Member without recourse to any court of law.

For the purpose of this Section 9.01, a physician is a medical doctor who is licensed to practice under the laws of a province or the place where the Member resides.

9.02 **Member Participating in an Employer-Sponsored Long-Term Disability Plan**

A Member who qualifies for income replacement benefits under a long-term disability plan sponsored by her Employer (including the Association's plan) shall continue to participate in this Plan and shall accrue benefits under Section 6 during the period she qualifies for income replacement benefits from the long-term disability plan sponsored by her Employer, including any portion of such period following the Member's termination of employment. Member contribution requirements for such periods are described in Section 4.02. Notwithstanding the foregoing, for Members employed by an Employer which became a Contributing Member Organization on or after August 1, 2006, eligibility for the continuing accrual described in this Section 9.02 is limited to Members who were actively at work on the date their Employer became a Contributing Member Organization or, not being actively at work on that date, whose date of disability for purposes of income replacement benefits from the long-term disability plan sponsored by her Employer (as determined under that plan by the party responsible for such

determination) is after that date. Members not eligible for the continuing accrual described above may elect to accrue benefits under Section 6 on payment of contributions as described under Section 4.03.

## SECTION 10

### DEATH BENEFITS

#### 10.01 Death Benefits

Effective October 1, 1999, the death benefit payable on the death of a Member shall be as follows, determined in accordance with the Member's situation on the date of death as described in the column entitled "When Member's Death Occurs":

<b>When Member's Death Occurs</b>	<b>Death Benefit</b>
<b>(1) Member's Death prior to Termination of Continuous Service and before Completion of Ten (10) Years of Continuous Service</b>	The death benefit payable on the death of a Member before the Member completes twenty-four (24) months of Plan membership is a refund of the Member's contributions to the Plan with Credited Interest. The death benefit payable on the death of a Member after completion of at least twenty-four (24) months of Plan membership but before completion of ten (10) years of Continuous Service is the Commuted Value of the Member's Deferred Pension and Bridging Benefit, if any. Benefits payable under this provision will be paid in a lump sum to the Member's Spouse or Common Law Partner, or if there is none, to the Member's Beneficiary.
<b>(2) Member's Death prior to Termination of Continuous Service and after Completion of Ten (10) Years of Continuous Service</b>	<p>If the Member is survived by a Spouse or Common Law Partner, the Spouse or Common Law Partner shall receive an immediate Pension equal to 66 2/3% of the Pension Benefit accrued to the Member under Section 6.01, payable until the Spouse or Common Law Partner's death.</p> <p>In addition, each Dependent Child shall receive an immediate Pension of 10% of the Pension Benefit accrued to the Member, payable until the Dependent Child's death or until she fails to meet the definition of Dependent Child.</p>

<b>When Member's Death Occurs</b>	<b>Death Benefit</b>
<i>(continued from previous page)</i>	<p>The total Pension payable in respect of Dependent Children shall be paid in equal proportion to all Dependent Children. The Pension amount shall increase to 20% if both parents are deceased. A maximum of three (3) children shall count for Pension purposes at any time.</p> <p>If the deceased Member has no Spouse or Common Law Partner or Dependent Children on the date of her death, her Beneficiary shall receive, in a lump sum, a death benefit calculated as if the Member's Continuous Service had terminated on the date of death.</p> <p>If the deceased Member has no Spouse or Common Law Partner but has Dependent Children on the date of her death, and the death benefit, calculated as if the Member's Continuous Service had terminated on the date of death, exceeds the Commuted Value of the benefit payable to her Dependent Children, assuming they will receive the maximum available benefit, then her Beneficiary shall receive the excess in a lump sum.</p>
<b>(3) Member's Death after Termination of Continuous Service but prior to Pension Commencement</b>	The death benefit payable shall be the Pension that can be provided by the Commuted Value of the Deferred Pension or the benefits provided by Section 10.01(1) or (2), if greater.
<b>(4) Member's Death While in the Service of an Employer, but after the Member's Normal or Optional Retirement Date</b>	Notwithstanding the above, the Member shall be deemed to have retired on the first day of the month coincident with or immediately prior to the date of her death, and any death benefits payable shall be in accordance with Section 10.01(5) based on the normal form of Pension.

When Member's Death Occurs	Death Benefit
<p>(5) <b>Member's Death after Pension Commencement</b></p>	<p>Any death benefit payable after Pension commencement is determined in accordance with the form of Pension being paid to the Member pursuant to Section 7.</p> <p>In addition, each Dependent Child shall receive an immediate Pension of 10% of the Pension Benefit accrued to the Member, payable until the Dependent Child's death or until she fails to meet the definition of Dependent Child. The Pension amount shall increase to 20% if both parents are deceased. A maximum of three (3) children shall count for Pension purposes at any time. The total Pension payable in respect of Dependent Children shall be paid in equal proportion to all Dependent Children.</p> <p>Notwithstanding the above, should the aggregate amount of monthly Pension payable under this section exceed the monthly Pension that would have been payable to the Member had she survived, any Pension payable in respect of Dependent Children shall be reduced by the amount by which the total aggregate monthly Pension payable exceeds the monthly Pension that would have been payable to the Member had she survived. The reduction in Pension payable to Dependent Children shall be applied in equal proportion to all Dependent Children.</p>

The amount of Pension payable after the death of the Member shall not exceed the maximum allowed under the Income Tax Act.

**(6) Statutory Minimum Death Benefits**

Notwithstanding Sections 10.01(1) and (2) above, if a Member with a Spouse or Common Law Partner dies while employed by an Employer and the conditions in (a) and (b) below are met, the Member's Spouse or Common Law Partner shall receive the greater of the pension that can be provided by 60% of the Commuted Value of the Member's Deferred Pension or the benefit otherwise provided under 10.01(1) or (2), as applicable:

- (a) the Member would have been entitled to a Deferred Pension for service after December 31, 1987 had the Member otherwise terminated employment on the date of death; and
- (b) the Member's terms of employment at the date of death did not provide an Employer-paid group life insurance benefit equal to or greater in value than 60% of the Commuted Value of the Deferred Pension to which the Member was entitled.

In no event shall the total of all amounts paid in respect of the death of a Member prior to the commencement of her Pension be less than the Member's required contributions plus Credited Interest to the date of her death.

**10.02 Form of Payment**

In any instance where the Beneficiary of a deceased Member is the Spouse or Common Law Partner of such Member, the settlement of any death benefits, except a Pension to the Member's Spouse or Common Law Partner or Dependent Children, shall be paid in a lump sum.

Notwithstanding the above, if the Member dies after the commencement of her Pension and the Beneficiary is not the Spouse or Common Law Partner of such Member, the Beneficiary has the option of receiving any death benefits payable either in a lump sum or the continuation of the remaining guaranteed payments.

Any Pension payable to the Member's Spouse or Common Law Partner or Dependent Children shall commence on the first day of the month coincident with or next following the Member's death.

10.03 **Refund of Excess Contributions**

In addition to any other death benefit payable under Section 10, the Member's Spouse or Common Law Partner, or if she has no Spouse or Common Law Partner, her Beneficiary, is entitled to receive a refund of any excess contributions determined under Section 6.08.

10.04 **Payment of Death Benefit and Transfer to a Registered Retirement Savings Plan**

- (1) Any death benefit payable in a lump sum under Section 10 shall be paid as soon as is practicable after the death of the Member.
- (2) If a person to whom a lump sum amount or refund of the Member's contributions is payable under Section 10 is the Member's Spouse or Common Law Partner or former Spouse or Common Law Partner as defined in the Income Tax Act, that person may elect to have the amount transferred directly on his behalf to a registered retirement savings plan.

**10.05 Death Benefit after Pension Division**

- (1) Notwithstanding any other provision of this Section 10, if a Member dies before commencement of her Pension and if such Member
  - (a) has a Spouse or Common Law Partner from whom she is living separate and apart at the date of her death; and,
  - (b) the Member's Pension benefit has been divided with such Spouse or Common Law Partner pursuant to Section 15.02,then such Spouse or Common Law Partner shall be entitled to receive a proportionate share (as defined in the Pension Benefits Act) of the applicable benefit described in this Section 10.
- (2) For greater certainty, the applicable benefit described in this Section 10 shall be determined without taking such Spouse or Common Law Partner into account, in accordance with the Pension Benefits Act.
- (3) After determining the proportionate share payable to the Spouse or Common Law Partner pursuant to subsection (1), the remainder of any benefit payable on account of the Member's death shall then be determined and paid in accordance with the provisions of this Section 10 and the Pension Benefits Act, without reference to such Spouse or Common Law Partner.

## **SECTION 11**

### **DESIGNATION OF BENEFICIARY**

#### **11.01 Designation of Beneficiary**

A Member may, by written notice communicated through her Employer to the Trustees during her lifetime, designate a Beneficiary to receive any benefits payable to a Beneficiary on the death of the Member. During her lifetime, a Member may revoke or amend such designation in the same manner from time to time. The designation of a beneficiary, and the revocation and amendment of such designation, is subject to any applicable laws governing designation of beneficiaries

#### **11.02 No Beneficiary**

If a Member does not validly designate a Beneficiary or if the Beneficiary predeceases the Member or at the discretion of the Trustees, should such Beneficiary not be recognized by prevailing law, any benefits payable on or after the Member's death shall be payable to the estate of such Member in a lump sum.

#### **11.03 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 all of the payments due to her, the Commuted Value of the remainder of the payments shall be paid in a lump sum to the estate of the Beneficiary.

**11.04 Discharge of Obligation**

If the Trustees receive satisfactory evidence that a person entitled to receive any benefit hereunder is physically or mentally incompetent to receive such benefit and to give a valid release therefor, or is a minor, and that another person or an institution is then maintaining or has custody of such person and that no tutor, curator, guardian, committee, or representative of such person has been duly and legally appointed, the Trustees may authorize payment of such benefit to such other person or institution, and the release of such other person or institution shall be a valid and complete discharge for the payment of such benefit.

## **SECTION 12**

### **ADMINISTRATION**

#### **12.01 Responsibility for Administration**

- (1) The general administration of the Plan shall be vested in the Trustees, who shall have the exclusive right to interpret the Plan and to decide upon any and all matters arising in connection with the administration of the Plan, in accordance with the terms of the Plan and the Trust Agreement.
  
- (2) Notwithstanding subsection (1), the Trustees shall administer the Plan in compliance with all applicable provisions of the Pension Benefits Act and the Income Tax Act, even if the Plan has yet to be amended to include any of the applicable provisions requiring such compliance.

#### **12.02 Member Communications**

The Trustees shall provide each Member with a written explanation of the terms and conditions of the Plan that are applicable to her. The Trustees shall provide each Member with a written explanation of

- (1) any amendments to the Plan that are applicable to her;
  
- (2) her rights and duties concerning the benefits available to her under the terms of the Plan; and
  
- (3) such other information as may be required under the Pension Benefits Act.

**12.03 Inspection of Documents**

The Trustees shall make available for inspection to eligible individuals the documents and information concerning the Plan and the Pension Trust Fund, as prescribed by the Pension Benefits Act.

**12.04 Responsibility of Employers**

To enable the Trustees to perform their duties, each Employer shall supply full and timely information to the Trustees on all matters relating to the Employer's Members, including their service, age, remuneration, retirement, death, termination of employment, and such other facts as the Trustees may require.

**12.05 Multiple Claims**

If on the determination of any benefit under this Plan to a Spouse or Common Law Partner of a Member there is more than one person claiming to be the Spouse or Common Law Partner of the Member, the Plan shall not be liable for any payment of benefits in excess of the benefit that would have been paid had there been only one such person.

**SECTION 13**

**PENSION TRUST FUND**

13.01 **Pension Trust Fund Administration**

All contributions of the Members and the Employers shall be paid into the Pension Trust Fund. The Trustees shall administer the Pension Trust Fund in accordance with the terms of the Trust Agreement.

13.02 **Expenses and Benefit Payments**

- (1) The Trustees shall have the power to retain suitable agents and counsel and to pay from the Pension Trust Fund all reasonable expenses of collecting the contributions and administering the Pension Trust Fund and the Plan. Such expenses include but are not limited to those that may be incurred to establish the Pension Trust Fund and Plan and to employ the actuarial, legal, accounting, expert, and clerical assistance that the Trustees, with discretion, may find necessary or expedient in performing their duties.
- (2) The Trustees shall have the power to authorize and make payments from the Pension Trust Fund to persons entitled to benefits under the Plan.
- (3) All expenses incurred in operating the Plan as authorized by the Association or by the Trustees on the authority of the Association shall be paid from the Pension Trust Fund.
- (4) The Trustees may receive such reasonable remuneration as may from time to time be approved by the Board and may receive such travelling or expense allowance

as the Board may from time to time approve. Such remuneration and expenses shall be paid from the Pension Trust Fund.

13.03 **Investments**

The Pension Trust Fund shall be invested in accordance with the provisions of the Income Tax Act and the Pension Benefits Act.

13.04 **Examination of Documents**

A Member may examine a copy of the Trust Agreement and the Plan Text at any reasonable time at the Association's office or her Employer's office.

## **SECTION 14**

### **FUTURE OF THE PLAN**

#### **14.01 Continuation of the Plan**

The Association intends to maintain the Plan indefinitely, but such continuance is not assumed as a contractual obligation. The Association reserves the right to amend the Plan or discontinue the Plan in whole or in part.

#### **14.02 Amendment to the Plan**

No modification or amendment shall allow any part of the funds of the Plan to be used or diverted for purposes other than for the exclusive benefit of Members of the Plan. Also, no such modification or amendment shall have the effect of diminishing the benefits accrued to each Member at the time such amendment comes into effect unless required to avoid the Plan's revocation of registration under the Income Tax Act.

If an amendment results in a certifiable past service pension adjustment for a Member as such a pension adjustment is defined under the Income Tax Act, the amendment shall not apply to such Member prior to certification of the past service pension adjustment, in accordance with the Income Tax Act.

#### **14.03 Termination of the Plan**

If the Association terminates the Plan, the assets of the Pension Trust Fund shall, on the basis of an actuarial valuation, be used and applied as determined by the Trustees on the recommendation of the Actuary (but subject to Section 6.09) for the exclusive benefit of Employees and pensioners who were Members of the Plan to the maximum allowable under the Income Tax Act.

The benefit may be paid from the Pension Trust Fund through the creation of one or more new funds, through the purchase of annuity contracts from one or more insurance companies, or if applicable, through a lump sum transfer to a registered retirement savings plan pursuant to Section 8.06.

14.04 **Wind-up Surplus**

If any surplus remains after providing all benefits as provided by Section 14.03, such surplus shall be returned to the Employers.

14.05 **Employers Requesting to Cease Being a Contributing Member Organization**

If any Employer makes a request to cease being a Contributing Member Organization and if allocating an appropriate portion of the Pension Trust Fund to Members who are then Employees of such Employer is necessary, any such allocation shall be determined by the Trustees on the advice of the Actuary, and any such Employer shall be responsible for all costs associated with determining the allocation.

14.06 **NSAHO Membership**

Any Employer who is or wishes to become a Contributing Member Organization must maintain in good standing its membership in the Nova Scotia Association of Health Organizations. Failure to maintain such membership shall result in exclusion from the Plan.

**SECTION 15**

**GENERAL PROVISIONS**

15.01 **Non-Alienation**

Except as specified in Section 15.02, 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 to a person under the Plan or money payable under the Plan shall not be enforceable against the Plan; and

(2) **Seizure Exemptions**

Money payable under this Plan is exempt from execution, seizure, or attachment.

15.02 **Alienation of Benefits on Marriage Breakdown**

Upon the breakdown of the relationship between a Member and her Spouse or Common Law Partner, up to 50% of the Pension accrued by the Member under the Plan during that spousal relationship, in accordance with the requirements of the Pension Benefits Act, may be assigned pursuant to a court order or separation agreement.

15.03 **Non-Commutation of Pensions**

A Pension or Deferred Pension payable under the Plan is not capable of being commuted, except as follows:

- (1) as permitted under Section 6.13;

- (2) as permitted under Section 8.05;
- (3) as permitted in accordance with the Pension Benefits Act in the event that the life expectancy of the Member is likely to be considerably shortened by reason of her mental or physical disability.

**15.04 Information to be Provided Before the Trustees Pay Benefits**

Payment of benefits shall not be made until the person entitled to payment of the benefit furnishes to the Trustees any proofs required, not necessarily confined to proof of the age of the Member or any contingent annuitant.

**15.05 Severability**

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

**15.06 Captions and Headings**

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

**15.07 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.
- (2) The Plan shall be governed and construed in accordance with the laws of the Province of Nova Scotia.

**15.08 Currency**

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

**15.09 Reciprocal Transfer Agreements**

The Trustees may enter into reciprocal transfer agreements with other pension plans. All such reciprocal agreements shall be in accordance with the Pension Benefits Act and the Income Tax Act.

**15.10 Termination**

Nothing in this Plan shall in any way restrict the right of any Employer to terminate the employment of any Employee of such Employer.

**SECTION 16****PURCHASE OF SERVICE****16.01 Eligible Periods of Service – Contributing Members**

A Member who is contributing to the Plan pursuant to Section 4.02 may elect to purchase eligible periods of service as prescribed herein, subject to the provisions of the Plan and the requirements of the Income Tax Act. When purchased, such periods of service will be granted to the Member as Credited Service, Continuous Service and Early Retirement Eligibility Service (if such period of service has not already been granted as Continuous Service and/or Early Retirement Eligibility Service). The contribution requirements and general rules for the purchase of such service are described in Sections 16.03 and Section 16.04 and apply to all purchases hereunder.

**(1) Service prior to Membership in the Plan**

All or a portion of the following periods of service prior to the Member's date of Plan membership may be purchased by the Member:

- (a) Service with a previous employer that was pensionable service under the previous employer's pension plan, provided the Member has ceased participation in the other plan and after purchasing such service, the Member has no entitlement remaining under the previous employer's pension plan, and further provided that the Member applies for purchase of the service within one (1) year of the date the Member becomes a Plan Member, in accordance with Section 16.04(2)(a). For service in the previous employer's pension plan on or before December 31, 1991, the purchase must be by means of a direct transfer from the previous employer's pension plan;

- (b) Service during a mandatory waiting period in a previous employer's pension plan, provided such service is after December 31, 1991 and provided the purchase is made in conjunction with a purchase under Section 16.01(1)(a);  
or
- (c) Service with an Employer prior to the date the Employer became a Contributing Member Organization provided that the Member applies for purchase of the service within one (1) year of the date the Member becomes a Plan Member, in accordance with Section 16.04(2)(a).

**(2) Service after Original Membership in the Plan**

All or a portion of the following periods of service after the Member's original date of Plan membership may be purchased by the Member:

- (a) A prior period of Credited Service in the Plan for which the Member was paid a termination benefit, provided the break in service between the date of termination of the prior period of employment and the date the Member is re-employed by a Contributing Member Organization is less than five (5) years, and provided that the Member applies for purchase of the service within one (1) year of the date the Member subsequently becomes a Plan Member, in accordance with Section 16.04(2)(a);
- (b) A prior period of Credited Service in the Plan for which the Member has an entitlement to a Deferred Pension and Bridging Benefit, if applicable, provided the break in service between the date of termination of the prior period of employment and the date the Member is re-employed by a Contributing Member Organization is less than five (5) years, and provided

that the Member applies for purchase of the service within one (1) year of the date the Member subsequently becomes a Plan Member, in accordance with Section 16.04(2)(a);

- (c) A leave of absence approved by the Employer, including a pregnancy or parental leave; or
- (d) a period of layoff.

**16.02 Eligible Periods of Service – Non-Contributing Members**

Effective July 11, 1991, any Member who has taken a pregnancy or parental leave of absence without pay between July 11, 1991 and December 31, 1998, and who is not an active Employee may elect to purchase all or a portion of such period of service. The contribution requirements for the purchase of this service are described in Section 16.03(3).

**16.03 Purchase Price**

The cost to a Member to purchase a period of service pursuant to Section 16.01 or 16.02 shall be determined by the Trustees on the advice of the Actuary, and is as set out herein:

- (1) For purchases made pursuant to Section 16.01(1)(a), (b), and (c), the purchase price shall be 100% of the actuarial cost;
- (2) For service purchases made pursuant to Section 16.01(2) the purchase price shall be as follows:
  - (a) For service purchases made pursuant to Section 16.01(2)(a), the purchase price shall be the sum of

- (i) the total amount of all funds paid out as a termination benefit under the Plan to the Member, including any refund of excess contributions; plus
    - (ii) interest in the amount determined in accordance with the policy adopted by the Trustees for this purpose in force from time to time on the total of such funds calculated from the date the Member was paid the funds from the Plan, to the end of the month immediately preceding the date the funds are returned to the Plan;
  - (b) For service purchases made pursuant to Section 16.01(2)(b), the Member may be entitled to an increase in the benefit payable with respect to her prior period of service provided the Member repays any refund of excess contributions received, plus interest, in the amount determined in accordance with the policy adopted by the Trustees for this purpose in force from time to time, calculated from the date the Member was paid such funds from the Plan, to the end of the month immediately preceding the date the funds are returned to the Plan. The benefit increase is described in Section 6.07.
  - (c) For service purchases made pursuant to Section 16.01(2)(c) if at the commencement of the leave the Member declined to contribute during the leave, or pursuant to Section 16.01(2)(d), the purchase price shall be 100% of the actuarial cost.
- (3) For service purchases made pursuant to Section 16.02, the purchase price is 100% of the actuarial cost.

**16.04 General Rules Related to Purchase of Service****(1) Crediting of Eligible Service**

(a) Where a Member was employed on less than a full-time basis during the period of service being purchased, the Credited Service granted shall be determined by multiplying the Credited Service that would be granted if the Member worked full-time during the period by the ratio of the Member's actual hours worked (other than overtime hours or such other hours as would not qualify as Credited Service in the Plan) during the period to the regularly scheduled hours the Member would have worked had she been employed full-time during the period.

(b) Credited Service, Continuous Service and Early Retirement Eligibility Service, as applicable, shall not be granted to the Member until

(i) the Trustees receive such information as they require at the time the application is made;

(ii) the Trustees receive payment of the purchase price or such lesser amount as is acceptable to the Trustees, in accordance with the Income Tax Act; and

(iii) any past service pension adjustment in respect of post-1989 Credited Service is certified by the Canada Revenue Agency.

**(2) Application and Payment Process**

- (a) A Member may apply for a service purchase hereunder using the form and following the time frames prescribed by the Trustees for such purchase from time to time.
- (b) Upon receipt of an application hereunder, the Trustees shall provide a written notice to the Member quoting the amount of the purchase price and the payment process to be followed.
- (c) A Member who wishes to purchase service in accordance with the written notice must advise the Trustees of her acceptance of the purchase within six (6) months of the date the notice is issued, whereupon the Trustees shall apply to the Canada Revenue Agency for certification of a past service pension adjustment on behalf of the Member, where such is required.
- (d) Upon receipt of the required information from the Trustees, including notice of approval for certification of the past service pension adjustment by Canada Revenue Agency, the Member shall make the required payment for service purchase to the Trustees for remittance to the Pension Trust Fund, in a form acceptable to the Trustees and permissible under the Income Tax Act.
- (e) Within 30 days of receipt of the payment, the Trustees shall confirm to the Member the amount of Credited Service that has been granted as a result of the payment for the service purchase.

**(3) Determination of Purchase Price**

Unless otherwise specified herein, the purchase price shall be based on the Member's Earnings, Continuous Service, Early Retirement Eligibility Service and Credited Service in the Plan as at the date of the application for service purchase.

(4) **Methods of Payment**

Members may make payment for a purchase of service by a lump sum or through payroll deduction. Lump sum payments may be made by cash, a transfer from a registered retirement savings plan, or a transfer from the Member's previous employer's pension plan, subject to the provisions of the Income Tax Act. Members may also elect to make payment by instalments through payroll deduction, in the manner, amount and timeframe determined by the Trustees. If the Member should terminate or retire prior to the completion of the instalment payments, the Member may make a payment equal to the outstanding amount of instalment payments, or the amount of Credited Service granted will be adjusted based on the instalment payments actually received. If the Member should die prior to completion of the instalment payments, the amount of Credited Service granted will be adjusted based on the instalment payments actually received.

Notwithstanding the above, for service on or before December 31, 1991 purchased pursuant to Section 16.01(1)(a), payment must be made by means of a transfer from the previous employers' pension plan. If the amount transferred is not sufficient to purchase all of the Member's pensionable service with the previous employer, the Member may fund the shortfall by means of a cash payment or a transfer from a registered retirement savings plan. For service on or before December 31, 1991 purchased pursuant to Section 16.01(2)(a), if the termination benefit previously paid out was equal to the commuted value of the

Member's accrued pension, pursuant to Section 8.04 or 8.05, payment must be made by means of a transfer from another registered pension plan, a deferred profit sharing plan, or a registered retirement savings plan.

(5) **Duration of Purchase Price Quotes**

The purchase price communicated to a Member shall remain in effect for six (6) months from the date the notice in Section 16.04(2)(b) was sent to the Member. Upon actual purchase by the Member within the six (6) month period, the purchase price shall be updated by applying interest, in the amount determined in accordance with the policy adopted by the Trustees for this purpose in force from time to time, to the amount quoted up to the date of actual purchase. If the full purchase price, including updated interest, in the amount determined in accordance with the policy adopted by the Trustees for this purpose in force from time to time, is not paid within the six (6) months from the date notice was sent to the Member or the Member has not initiated the payroll deduction process and such deductions have commenced, the purchase price quoted shall be automatically invalid. The Trustees shall take no further action in the matter unless and until the Member initiates another purchase application, which must be made within the overall time limits applicable to the purchase in issue.

(6) **Limitations**

- (a) No more than one period of Credited Service in respect of the same period of time, either under the Plan or any other registered pension plan may be granted.

- (b) For any leave after December 31, 1991, the aggregate Credited Service granted under Section 2.14(6), (7), or (8) for periods of Continuous Service purchased as described in Section 2.14, or for any period of unpaid leave of absence during which contributions are made is limited to a full-time equivalent of five (5) years, plus an additional three (3) years for absences commencing immediately after the birth or adoption of a Member's child. For crediting purposes, each such parenting leave may last a maximum of twelve (12) months.

(7) **Maximum Pension Benefit**

Benefits accrued through the purchase of service are limited by the provisions of Section 6.09. In particular, if a Member is granted a period of Credited Service with respect to calendar years prior to 1990, the benefit will be subject to the limits in Section 6.09(3).

(8) **Transitional Measure**

Notwithstanding the foregoing, the rules for service purchases under the Plan in effect before December 31, 2006 shall continue to apply as follows:

- (a) for past service purchase quotes issued before December 31, 2006 but in respect of which the purchase has not been completed as at December 31, 2006, for an additional period after December 31, 2006 such that the total period in which the Member may complete the purchase of past service is six (6) months;
- (b) for past service quotes requested before December 31, 2006 but not issued at that date, for an additional six (6) months following the date the quote is issued to the requesting Member.

The application of the prior rules for service purchases is exhausted at the expiry of the time frames set out above. For greater certainty, any service purchase to which this transitional measure applies not completed within the time frames stipulated above shall be subject to the rules effective December 31, 2006 (excluding this Section 16.04(8)), including any limitations on the eligibility of such service for purchase under the Plan.

## Appendix A

### History of Increases to Deferred Pensions [Partial History]

<i>Effective Date</i>	<i>Applies to</i>	<i>Increase</i>
31-Dec-2009	Members with a deferred pension entitlement at December 31, 2009	0.25% for each completed month between January 1, 2008, or the Member's date of termination, if later, and January 1, 2009
30-Sept-2009	Members with a deferred pension entitlement at September 30, 2009	0.2083% for each completed month between January 1, 2007 or the Member's date of termination, if later, and January 1, 2008
31-Dec-2007	Members with a deferred pension entitlement at December 31, 2007	0.0583% for each completed month between January 1, 2006, or the Member's date of termination, if later, and January 1, 2007
31-Dec-2006	Members with a deferred pension entitlement at December 31, 2006	0.2833% for each completed month between January 1, 2005, or the Member's date of termination, if later, and January 1, 2006
31-Dec-2005	Members with a deferred pension entitlement at December 31, 2005	0.15% for each completed month between January 1, 2004, or the member's date of termination if later, and January 1, 2005
31-Dec-2004	Members with a deferred pension entitlement at December 31, 2004	0.1833% for each completed month between January 1, 2003, or the member's date of termination if later, and January 1, 2004
31-Dec-2003	Members with a deferred pension entitlement at January 9, 2003	0.1917% for each completed month between January 1, 2002, or the member's date of termination if later, and January 1, 2003
01-Nov-2002	Members with a deferred pension entitlement at November 1, 2002	0.2167% for each completed month between January 1, 2001, or the member's date of termination if later, and January 1, 2002
02-Nov-2001	Members with a deferred pension entitlement at November 2, 2001	0.2167% for each completed month between January 1, 1999, or the member's date of termination if later, and January 1, 2000
		0.2217% for each completed month between January 1, 2000, or the member's date of termination if later, and January 1, 2001

<i>Effective Date</i>	<i>Applies to</i>	<i>Increase</i>
05-May-2000	Members with a deferred pension entitlement at May 5, 2000	0.125% for each completed month between January 1, 1996, or the member's date of termination if later, and January 1, 1997  0.133% for each completed month between January 1, 1997, or the member's date of termination if later, and January 1, 1998  0.058% for each completed month between January 1, 1998, or the member's date of termination if later, and January 1, 1999
01-Jan-1996	Members with a deferred pension entitlement at January 1, 1996	0.19% for each completed month between January 1, 1995, or the member's date of termination if later, and January 1, 1996
01-Jan-1994	Members with a deferred pension entitlement at January 1, 1993	0.10% for each completed month between January 1, 1992, or the member's date of termination if later, and January 1, 1993

**Appendix B**  
**Base Year Upgrades [Partial History]**

<i>Effective Date</i>	<i>Base Year</i>	<i>YMPE for Base Year</i>
December 31, 2009	2008	\$44,900
September 30, 2009	2007	\$43,700
December 31, 2007	2006	\$42,100
December 31, 2006	2005	\$41,100
December 31, 2005	2004	\$40,500
December 31, 2004	2003	\$39,900
December 31, 2003	2002	\$39,100
December 31, 2002	2001	\$38,300
December 31, 2001	2000	\$37,600
December 31, 2000	1999	\$37,400
May 6, 2000	1998	\$36,900
May 5, 2000	1997	\$35,800
March 5, 1999	1996	\$35,400

**Appendix C**  
**Past Service Benefits for Former Members of the**  
**Pension Plan for Employees of Saint Vincent Guest House**

Effective January 1, 1995, the Pension Plan for Employees of Saint Vincent's Guest House ("SVGH Plan") was merged with the Plan.

Current service (post-1986) benefits for individuals who were active members of the SVGH Plan as at January 1, 1995 are paid in accordance with the terms and conditions of the Plan.

All past service (pre-1987) benefits for active members, deferred pensions for terminated members and pensions in payment from the SVGH Plan are maintained and paid from the Plan, in accordance with the terms and conditions of the former SVGH Plan (summarized below). These benefits will not be eligible for Base Year upgrades or post-retirement indexing provided under the Plan.

Summary of benefits payable under the SVGH Plan for past service (pre-1987) is as follows:

1. Normal retirement age is 65. The pension payable at age 65 is calculated as 1% of 1986 earnings under the SVGH Plan multiplied by years of credited past service (continuous service with Saint Vincent's Guest House from January 1, 1976 to December 31, 1986).
2. A pension commenced before normal retirement age will be subject to a reduction of  $\frac{1}{2}$  of 1% for each month by which the pension commencement date precedes the individual's attainment of the normal retirement age.
3. The normal form of pension is payable for life with a 5-year guarantee. A married member (including qualifying common law relationships) must elect to receive her pension on a joint

and survivor basis which provides at least 60% to the spouse after her death. The joint and survivor pension will be calculated as the actuarial equivalent of the normal form pension.

4. Should the member die prior to retirement having at least two years of plan membership and survived by a Spouse (or on or after June 4, 2001, a Common Law Partner), such Spouse or Common Law Partner shall receive a death benefit equal to the greater of 125% of the member's contributions with interest to the date of settlement and 60% of the Commuted Value of the member's pension. Should the member die prior to retirement having less than two years of plan membership or not survived by a Spouse (or on or after June 4, 2001, a Common Law Partner), her beneficiary shall receive a death benefit equal to 125% of the member's contributions with interest to the date of settlement.
  
5. Should the member terminate employment prior to retirement, but having not both completed 10 years of service and attained 45 years of age, the member has the option to receive a refund of her contributions with interest or receive a deferred pension from the Plan payable from age 65. Should the member terminate employment after both completing 10 years of service and attaining 45 years of age, the member will receive a deferred pension from the Plan payable from age 65. The member may elect to transfer the commuted value of the deferred pension under the portability provisions of the Nova Scotia Pension Benefits Act.

**Appendix D**  
**Past Service Benefits for Former Members of the**  
**Retirement Pension Plan for Employees of Villa Acadienne Inc.**

Effective October 31, 2009, the Retirement Pension Plan for Employees of Villa Acadienne Inc. (“Villa Plan”) was merged with the Plan.

Individuals who were active members of the Villa Plan as at October 31, 2009 will have their credited service under the Villa Plan with respect to service prior to November 1, 2009 converted to an equivalent period of Credited Service under the Plan such that the value of their Villa Plan benefits are equal to the value of the benefits payable under the Plan. The process to determine the equivalent value is the subject to the approval of the Superintendent of Pensions and is described in a merger report filed with the Superintendent of Pensions. It is understood that members of the Villa Plan may not receive the same amount of Credited Service under the Plan as they had under the Villa Plan. Former members of the Villa Plan will be able to purchase the period of un-credited service in accordance with Section 16, Purchase of Service.

After the service in the Villa Plan is converted to an equivalent period of Credited Service under the Plan, all benefits for this service shall be paid in accordance with the terms and conditions of the Plan. However, for the period of Credited Service prior to November 1, 2009, the Optional Retirement Date for former members of the Villa Plan shall be the earlier of the Optional Retirement Date (as defined in Section 5.02) and the first day of the calendar month coincident with or next following the date on which the member attains age sixty (60).

Notwithstanding the above, active members of the Villa Plan who, on October 31, 2009, were

- a) age fifty-five (55) or older, or
- b) age forty-five (45) or older and whose Optional Retirement Date is earlier than the date the member reaches age sixty (60)

shall have a one-time option to either convert their benefits for service prior to November 1, 2009 to the Plan or maintain those benefits in accordance with the provisions of the Villa Plan (but payable from the Plan).

All benefits for active members who do not elect to convert their benefits for service prior to November 1, 2009 and deferred pensions for inactive and terminated members will be maintained and paid from the Plan, in accordance with the terms and conditions of the former Villa Plan (summarized below). These benefits will not be eligible for Base Year upgrades, increases in deferred pensions or post-retirement indexing provided under the Plan. Benefits earned with respect to service after October 31, 2009 shall be determined and paid in accordance with the Plan.

A summary of benefits payable under the Villa Plan in respect of service prior to November 1, 2009 for such members is as follows:

1. Normal retirement age is 60. The pension payable at age 60 is calculated as 2.0% of annual earnings in effect on January 1, 2000 under the Villa Plan multiplied by years of credited service to December 31, 1999 under the Villa Plan, plus 2.0% of earnings thereafter.
2. A member can retire with an unreduced pension at the earlier of age 60 and the date when the sum of the member's age and credited service totals 90.
3. A pension commenced before the earlier of normal retirement age and unreduced retirement age will be subject to a reduction of  $\frac{1}{2}$  of 1% for each month by which the

pension commencement date precedes the individual's attainment of the age when an unreduced pension is payable.

4. The normal form of pension for a single member is payable for life with a 10-year guarantee. The normal form of pension for a married member (including qualifying common law relationships) is payable on a joint and survivor basis which provides 60% to the spouse after her death.
5. Pensions in payment are not indexed.
6. Should the member die prior to retirement, her spouse or common-law partner, or her beneficiary if there is no spouse or common-law partner shall receive a death benefit equal to 100% of the commuted value of the accrued pension, plus a refund of the member's post-1987 contributions with interest in excess of 50% of the commuted value of the pension accrued in respect of service after December 31, 1987.
7. Should the member terminate employment prior to retirement, for reasons other than death, the member will receive:
  - (i) For service prior to January 1, 1988, having attained age 45 with 10 years of service, a deferred pension payable from age 60, or not having attained age 45 or 10 years of continuous service, a choice between a deferred pension payable at age 60 or a refund of her contributions with interest; and
  - (ii) For service on and after January 1, 1988, having at least 24 months of membership in the plan, a deferred pension payable from age 60, or not having 24 months of membership in the plan, a refund of her contributions with interest.

The member may elect to transfer the commuted value of her deferred pension under the portability provisions of the Pension Benefits Act. The member will also receive

a refund of her post-1987 contributions with interest in excess of 50% of the commuted value of her deferred pension accrued after December 31, 1987.