

***THE PENSION PLAN
FOR THE
NON-TEACHING EMPLOYEES
OF THE
SCHOOL BOARDS OF NOVA SCOTIA***

As Amended and Restated Effective May 1, 2009

May 2009

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SECTION 1 – INTRODUCTION

- 1.1 The following Sections 2 to 15 of the Pension Plan for the Non-Teaching Employees of the School Boards of Nova Scotia (hereinafter referred to as the “Plan”) are applicable to all members except as otherwise noted in an Appendix to the Plan. Sections 2 to 15 are referred to as the “Defined Benefit Provisions”.
- 1.2 Sections 16 to 28 of the Plan are not applicable to a member unless an Appendix to the Plan specifies that such member is subject to the Defined Contribution Provisions. In such case, the member will not be subject to the Defined Benefit Provisions. Sections 16 to 28 are referred to as the “Defined Contribution Provisions”.
- 1.3 Notwithstanding Subsection 1.2, a member may elect to have the Defined Contribution Provisions applied only to benefits transferred into the Plan from a prior plan, provided that this option is specified in an Appendix to the Plan.
- 1.4 The Plan was originally effective April 1, 1992. This amended and re-stated document has effect from January 1, 1999, except as otherwise stated herein.
- 1.5 In this Plan, reference to the male gender will include the female gender, and vice versa, unless the context requires otherwise. Words importing the singular number only include the plural number and vice versa.

Defined Benefit Provisions

SECTION 2 – DEFINITIONS

In these Defined Benefit Provisions (Sections 2 to 15 of the Plan) and in the Trust Agreement, the following words shall have the following meanings respectively, unless a different meaning is specifically required by the context:

- 2.1 “**Act**” means the Nova Scotia Pension Benefits Act and the Regulations thereunder, as amended or replaced from time to time.
- 2.2 “**Actuarial Equivalent**” means a benefit of equal value computed upon an actuarial basis recommended by the Actuary. Such basis shall not take into account the gender of any individual.
- 2.3 “**Actuary**” means the person appointed by the Association for the purposes of the Plan who shall be a Fellow of the Canadian Institute of Actuaries.
- 2.4 “**Association**” means the Nova Scotia School Boards Association.
- 2.5 “**Average YMPE**” means the average of the annual YMPE in the year of retirement, termination or death, plus the four preceding years. If a Member’s Credited Service covers less than five years then the YMPE in each of the Member's years of Credited Service shall be used. If a Member’s Best Average Earnings are less than the Average YMPE, then the Average YMPE shall mean the Member’s Best Average Earnings.
- 2.6 “**Beneficiary**” means a beneficiary designated in accordance with Section 10.
- 2.7 “**Best Average Earnings**” means the annual average of the Member’s Earnings during the best five consecutive years of Credited Service.

If a Member has not completed five years of Credited Service, his Best Average Earnings shall be based on the average of his Earnings during the period of Credited Service while a Member of the Plan.

For the Employee who is employed on a less than full-time basis, “Best Average Earnings” is calculated after an annualizing adjustment to the Employee’s Earnings for each Plan Year of such employment. The Employee’s Earnings will be multiplied by the ratio of the hours regularly scheduled to be worked by full-time Employees in that position or classification in the Plan Year to the Employees’ actual hours worked during the Plan Year.

2.8 **“Board”** means the Board of Directors of the Nova Scotia School Boards Association.

2.9 **“Common-Law Partner”** means a person who has cohabited with the Member in a conjugal relationship for a period of at least two years, neither of them being a Spouse.

Any definition of Common-Law Partner applied to these Plan rules shall be subject to any requirements of the Income Tax Act (Canada), and shall not be effective prior to June 4, 2001.

2.10 **“Commuted Value”** means, in relation to benefits, that a person has a present or future entitlement to receive a lump sum amount which is the actuarial present value of those benefits computed at the rate of interest and using actuarial tables adopted by the Trustees on the recommendation of the Actuary, subject to the requirements of the Pension Benefits Act and the Income Tax Act and Regulations.

2.11 **“Continuous Service”** means unbroken employment with either the Employer by which an Employee was employed on or after the Participating School Board Effective Date or any subsequent Employer, and shall not be deemed to be interrupted by:

- (a) approved leaves of absences, with or without pay; or
- (b) lay off with or without pay, provided any period of such lay off does not exceed six months; or
- (c) any break of employment, which does not constitute an interruption of membership under Section 8.

Continuous Service includes any additional period so specified in an Appendix to the Plan.

- 2.12 **“Credited Service”** means the years and fractions of years of an Employee’s Continuous Service as a contributing Member of the Plan excluding periods of lay off, temporary suspension of employment, and any period of unpaid leave of absence. Credited Service for each Member will be determined for each Plan Year by calculating the ratio, that shall not exceed one, of regular hours worked during the current Plan Year to the hours regularly scheduled to be worked by full-time Employees in that position or classification. Credited Service includes any additional period so specified in an Appendix to the Plan. For greater clarity, Credited Service does not include service that is subject to the Defined Contribution Provisions.
- 2.13 **“Deferred Pension”** means a Pension Benefit, payment of which is deferred until the person entitled to the Pension Benefit reaches his Normal Retirement Date.
- 2.14 **“Earnings”** means the gross rate of ordinary salary or wages paid to a Member by an Employer or Employers during the Plan Year including holiday pay if it is regularly paid with salary or wages, but shall exclude money paid in lieu of holidays, travelling expenses, subsistence allowance, fees, overtime pay, or any other moneys paid in addition to the employee's ordinary salary or wages. Earnings for part-time Employees shall be the annualized earnings as if the Employee was employed on a full-time basis.
- 2.15 **“Effective Date”** means April 1, 1992. A Participating School Board Effective Date cannot precede the Effective Date of the Plan.
- 2.16 **"Eligible Child(ren)"** means, as at the date a Member retires, terminates employment or dies, any natural child, stepchild or adopted child of the Member at that time who is less than eighteen (18) years of age and is dependent on the Member for support or is dependent on the Member due to a physical or mental infirmity; or any child between ages eighteen (18) and twenty-five (25) who is in full-time attendance at a school or other educational institution and who has been in attendance continuously since their eighteenth (18th) birthday or the date of the Member's death, whichever is later, and is dependent on the Member for support.
- 2.17 **“Eligibility Service”** of a member in relation to a defined benefit provision of a pension plan means one or more periods each of which is:
- i. a period that is Credited Service of the member under the provision, or

- ii. a period throughout which the member was employed by an employer who has participated in the plan or by a predecessor employer to such an employer,
- 2.18 **“Employee”** means any person who is employed by an Employer in a non-teaching capacity on a full-time basis or a less than full-time basis.
- 2.19 **“Employer”** means a Participating School Board.
- 2.20 **“Former Member”** means a person who has terminated employment or membership in the Plan and who
- (a) is entitled to a Deferred Pension, according to the terms of the Plan;
 - (b) is in receipt of a Pension Benefit; or
 - (c) is entitled to any other payment according to the terms of the Plan.
- 2.21 **“Funding Agent”** means an Insurance Company, or a trust company and includes any combination or successors thereof appointed by the Board to hold, administer, and invest the Trust Fund.
- 2.22 **“Funding Agreement”** means any agreement or agreements now or hereafter executed between the Board and the Funding Agent for purposes of this Plan.
- 2.23 **“Insurance Company”** means an insurance company authorized to carry on life insurance business in Canada.
- 2.24 **“Interest”** means interest compounded annually at a rate equal to the average rate of five-year personal fixed term bank deposit notes (CANSIM Series B14045), such average rate to be determined over the period from May to October inclusive of the previous year.

Interest shall accrue on Employee contributions not later than the first of the month following the month in which contributions were required to be paid into the Trust Fund and shall be credited annually.

- 2.25 **“Investment Income”** means interest, dividend income, capital gains and capital losses attributable to the Trust Fund less any expenses paid by the Trust Fund.
- 2.26 **“Locked-In Account”** means assets transferred to the Plan on behalf of a Member in accordance with Subsection 4.6 that are locked-in under the Act and not applied to grant Credited Service to the Member, plus any amount so specified in an Appendix to the Plan. Locked-In Account shall also include Investment Income accumulated from at least the first day of the month following the date of transfer to the Plan to at least the first day of the month prior to the date of transfer from the Plan due to termination of employment, death or retirement.
- 2.27 **“Member”** means any Employee or former Employee who has joined the Plan and continues to be entitled to benefits or rights under these Defined Benefit Provisions.
- 2.28 **“Participating School Board”** means a school board, organization, or group of persons, that is a member of the Association and is contributing to these Defined Benefit Provisions of the Plan or which has agreed, on the invitation of the Association, to contribute to these Defined Benefit Provisions of the Plan and in relation to any Member shall be the Participating School Board by which he is employed at any particular time. For this purpose, the Association shall be considered to be a Participating School Board.
- 2.29 **“Participating School Board Effective Date”** means the date of participation of a Participating School Board in the Plan, with respect to all or a subgroup of employees of the Participating School Board.
- 2.30 **“Pension”** shall mean a Pension Benefit that is in payment.
- 2.31 **“Pension Benefit”** shall mean the monthly amount payable to a Member or Former Member during the lifetime of the Member or Former Member, to which a Member or Former Member will become entitled under the Plan upon attainment of the Normal Retirement Date or the Optional Retirement Date, or to which any person is entitled upon the death of a Member or Former Member.

2.32 **“Plan”** means the Pension Plan for the Non-Teaching Employees of the School Boards of Nova Scotia as amended from time to time, and which shall form a part of the Trust Agreement.

2.33 **“Plan Year”** means the calendar year and, in respect of the first Plan year, means the period from the Effective Date to December 31, 1992.

2.34 **“Spouse”** means, in relation to a Member, a person

- (a) who is legally married to the Member; or
- (b) who is legally married to the Member by a marriage that is voidable and has not been annulled by a declaration of nullity; or
- (c) who has gone through a form of marriage with the Member, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the twelve-month period immediately preceding the date of the entitlement; or
- (d) who, prior to June 4, 2001, not being married to the Member or to another person, has lived together with the Member as husband and wife for three years, and is living with the Member as husband and wife at the relevant time; or
- (e) who, on or after June 4, 2001, is a domestic partner of the Member as defined in the Nova Scotia Vital Statistics Act.

Any definition of Spouse applied to these Plan rules shall be subject to any requirements of the Income Tax Act (Canada).

2.35 **“Total and Permanent Disability”** means physical or mental impairment which prevents a Member from engaging in any employment for which he is reasonably suited by virtue of his education, training or experience, and that can reasonably be expected to continue for the remainder of the Member’s lifetime and which is certified in writing by a medical doctor licensed to practice in Canada or where the Member resides.

- 2.36 **“Trust Agreement”** shall mean the Trust Agreement between the Board and the Trustees, as amended from time to time, and to which these rules are attached and form part thereof.
- 2.37 **“Trust Fund”** shall mean the fund administered by the Trustees under the Trust Agreement.
- 2.38 **“Trustees”** shall mean the Trustees or Trustee appointed by the Board in the manner set out in the Trust Agreement.
- 2.39 **“Voluntary Account”** means the contributions remitted by a Member in accordance with Subsection 4.5 or assets transferred to the Plan on behalf of a Member in accordance with Subsection 4.6 or 15.11 that are not locked-in under the Act and not applied to grant Credited Service to the Member.

Voluntary Account shall also include Investment Income accumulated from at least the first day of the month following the date the contribution was remitted or the amount was transferred to the Plan to at least the first day of the month prior to the date of transfer from the Plan.

For greater certainty, a Member may elect to transfer his Voluntary Account from the Plan while remaining an active Member of the Plan, such transfer being payable in accordance with Subsection 6.8.

- 2.40 **“YMPE”** means, in respect of any Plan Year, the Year’s Maximum Pensionable Earnings as defined under the Canada Pension Plan.

SECTION 3– ELIGIBILITY FOR MEMBERSHIP

3.1 Full-Time Employees

Each full-time Employee, in the class of employment as designated by the Employer or as required by a collective agreement, as specified in an Appendix to the Plan, hired on or after the Participating School Board Effective Date shall become a Member on the first day of the month coincident with or next following his date of hire.

Full-time eligible Employees hired prior to the Participating School Board Effective Date may become Members of the Plan on a voluntary basis, unless otherwise specified in an Appendix to the Plan.

To become a Member, such eligible full-time Employee must complete and deliver to the Employer such enrolment forms as may be required.

3.2 Part-Time Employees

Each less than full-time Employee, in the class of employment as designated by the Employer or as required by a collective agreement, as specified in an Appendix to the Plan, may become a Member on the first day of the month coincident with or next following the completion of 24 months of Continuous Service, provided he has earned, through employment with a Participating School Board, at least 35 % of the YMPE, or has worked not less than 300 hours, in each of the two immediately preceding consecutive calendar years.

3.3 Termination of Participation Not Permitted

A Member's participation in the Plan shall not be terminated while he remains an Employee. In addition, a Member does not cease to be a Member merely because he earns less than 35 % of the YMPE, or works less than 300 hours, in a calendar year.

SECTION 4 – CONTRIBUTIONS

4.1 Required Contributions by the Member

Effective April 1, 2009, each Member shall contribute, by regular payroll deduction, to the Plan, 10.0% of his Earnings up to the YMPE for the current year and 13.25% of Earnings in excess of the YMPE for the current year while a Member.

Effective January 1, 2008, each member shall contribute, by regular payroll deduction, to the Plan, 7.75% of his Earnings up to the YMPE for the current year and 10.50% of Earnings in excess of the YMPE for the current year while a member.

Effective April 1, 2007, each member shall contribute, by regular payroll deduction, to the Plan, 7.25% of his Earnings up to the YMPE for the current year and 9.50% of Earnings in excess of the YMPE for the current year while a member.

Effective January 1, 2004, each Member shall contribute, by regular payroll deduction, to the Plan, 6.25 % of his Earnings up to the YMPE for the current year and 8.00 % of Earnings in excess of the YMPE for the current year while a Member.

During the period January 1, 2002 to December 31, 2003, each Member shall contribute, by regular payroll deduction, to the Plan, 5.25 % of his Earnings up to the YMPE for the current year and 7.00 % of Earnings in excess of the YMPE for the current year while a Member.

Prior to January 1, 2002, each Member shall contribute at the rate of 5% of Earnings.

A Member's contributions for any Plan Year shall not exceed the lesser of:

- a) \$1,000.00 plus 70% of the Member's pension adjustment, as defined under the Income Tax Act (Canada), and
- b) 9% of the Member's Earnings for the year.

As permitted by the Income Tax Regulations under Subsection 8503(5), a waiver of the above limits on Member contributions will be requested from the Minister of Finance when the Member contribution rates recommended by the Actuary are higher than the above limits.

4.2 Contributions by Employers

Each Employer shall contribute for a Plan Year such amounts as are recommended by the Actuary, taking into consideration the assets of the Trust Fund and other relevant factors, as necessary in addition to the Member contributions to provide benefits accruing under the Plan to Members in respect of that year of service, and such other amounts as it is required to contribute in accordance with the provincial legislation. Employer contributions must be “eligible contributions” within the meaning of the Income Tax Act (Canada).

4.3 Remittance of Contributions

Each Employer shall remit to the Funding Agent, for deposit to the Trust Fund, contributions received or deducted from Members within 30 days following the month in which such sums are received or deducted, together with the corresponding Employer contributions.

4.4 Overpayment

An amount contributed by a Member under Section 4.1 or an Employer under Section 4.2 may be refunded at any time to the Member or Employer as applicable where required to avoid the revocation of registration of the Plan under the Income Tax Act (Canada), subject to the prior approval of the Nova Scotia Superintendent of Pensions.

4.5 Voluntary Contributions

Each Member may elect to make voluntary contributions, in the amount and manner approved by the Employer, which contributions will be allocated to an individual account on behalf of the Member. A Member’s voluntary contributions may not exceed the maximum amount permitted under the Income Tax Act (Canada).

4.6 Member Transfers to the Plan

Each Member may elect to transfer to the Plan amounts from other registered pension plans, registered retirement savings plans, or locked-in registered retirement savings plans in the manner as may be approved by the Employer. All transfers to the Plan shall be subject to and in accordance with the Income Tax Act (Canada) and Regulations thereunder, as amended from time to time.

SECTION 5 – RETIREMENT DATES

5.1 Normal Retirement Date

The Normal Retirement Date for a Member retiring on or after January 1, 2002 shall be the first day of the month coincident with or next following the date the Member attains age 60.

The Normal Retirement Date for a Member retiring prior to January 1, 2002 shall be the first day of the month coincident with or next following the date the Member attains age 65.

5.2 Optional Retirement Date

The Optional Retirement Date for a Member retiring on or after January 1, 2002 shall be the first day of the month coincident with or following the date the Member attains at least age 55 and age plus Eligibility Service is equal to or greater than 80.

The Optional Retirement Date for a Member retiring prior to January 1, 2002 shall be the first day of the month coincident with or following the date on which the Member attains age 60 and completes 30 years of Eligibility Service.

5.3 Early Retirement Date

A Member who would otherwise be entitled to a Deferred Pension upon termination of employment on or after January 1, 2002, and who has attained age 50, may retire at any time prior to his 60th birthday, and shall be entitled to receive a Pension from the first day of the month coincident with or next following the date of such early retirement.

On termination of employment prior to January 1, 2002, a Member may retire in this manner on or after age 55 and prior to age 65.

5.4 Postponed Retirement Date

If a Member continues in employment beyond age 60, he shall continue to contribute and accrue Pension Benefits until his date of actual retirement, or, if earlier, to December 1st of the year that he attains 69 years of age, at which date his Pension shall commence.

5.5 Application

The Member shall make application for a Pension in the prescribed form to the Trustees.

SECTION 6 – RETIREMENT BENEFITS

6.1 Normal Retirement Pension

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

- (a) 1.5 % of his Best Average Earnings multiplied by his Credited Service prior to January 1, 2002, plus
- (b) 1.5 % of his Best Average Earnings up to the Average YMPE plus 2.0 % of his Best Average Earnings in excess of his Average YMPE multiplied by his Credited Service after December 31, 2001.

6.2 Early Retirement Pension

A Member who retires according to Subsection 5.3 will be entitled to a Pension Benefit calculated according to Subsection 6.1, reduced by the lesser of:

- (a) $\frac{1}{2}$ of 1 % for each month that his actual date of retirement precedes his Normal Retirement Date; and
- (b) $\frac{1}{2}$ of 1 % for each month that his age at retirement precedes the age on which he would have reached his Optional Retirement Date, based on his Eligibility Service to his actual retirement date.

6.3 Maximum Pension

The annual lifetime Pension payable to a Member under this Plan in respect of his Credited Service determined at the time of Pension commencement, shall not exceed the Member's Credited Service multiplied by the lesser of:

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

(b) 2 % of the Member's highest average indexed compensation (as defined under the Income Tax Act) in any three non-over-lapping periods of 12 consecutive months during his Credited Service;

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

(c) the Member attains 60;

(d) the Member's age plus Eligibility Service is equal to 80;

(e) the Member completes 30 years of Eligibility Service; and

(f) the Member becomes Totally and Permanently Disabled,

by $\frac{1}{4}$ of 1 % for each month that the Pension commencement precedes that day.

6.4 **Small Amounts**

For terminations occurring prior to January 1, 2003, if the total of normal retirement pensions payable under this plan is less than 2% of one-twelfth of the YMPE in the year the Former Member terminated membership, the Commuted Value of such Pension Benefit may be paid to the Former Member in accordance with Subsection 6.8.

For terminations occurring on or after January 1, 2003, if the total of normal retirement pensions payable under this Plan is less than 4% of one-twelfth of the YMPE in the year the Former Member terminated membership, or if the total Commuted Value under this Plan is less than 10% of the YMPE in the year the Former Member terminated membership, the Commuted Value of such Pension Benefit may be paid to the Former Member in accordance with Subsection 6.8.

6.5 Excess Contributions

If upon the earliest of the retirement, death, or termination of employment, the value of the Member's required contributions plus Interest exceeds 50 % of the Commuted Value of the Member's Pension Benefit, the Member, the Member's Spouse or Common-Law Partner or Beneficiary, as applicable, will be entitled to a refund of the excess, less withholding taxes.

The Member or the Member's Spouse or Common-Law Partner, as applicable, may elect to transfer the excess to their registered retirement savings plan.

6.6 Pension Adjustment Limit

In no event shall the benefit accrued in a Plan Year, under Subsection 6.1, result in a pension adjustment (as defined under the Income Tax Act) or any other limits being exceeded, as required by the Income Tax Act (Canada).

6.7 Reduction of Benefits

The Plan may, at any time, be amended by the Association to reduce the benefits provided under Section 6 where such action is required to avoid the revocation of registration of the Plan under the Income Tax Act (Canada).

6.8 Benefit from Voluntary Account

In addition to any other retirement benefits payable under this Section 6, the Member is entitled to his Voluntary Account, if any, payable:

- (a) as a lump sum refund, less withholding taxes; or
- (b) to another registered pension plan, if the administrator of the other pension plan agrees to accept the payment; or
- (c) to a registered retirement savings plan; or

- (d) as a life annuity purchased from an Insurance Company in a form acceptable under the Income Tax Act.

6.9 Benefit from Locked-In Account

In addition to any other retirement benefits payable under this Section 6, the Member is entitled to his Locked-In Account, if any, payable:

- (a) to another registered pension plan, if the administrator of the other pension plan agrees to accept the payment; or
- (b) to a retirement savings arrangement as prescribed under the Pension Benefits Act of Nova Scotia or Regulations thereto; or
- (c) as a life annuity purchased from an Insurance Company with payments commencing in accordance with Subsections 5.1, 5.3, or 5.4 in a form acceptable under the Act and the Income Tax Act.

6.10 Assignment

The assignment of benefits under the Plan shall not be permitted, except pursuant to a court order or separation agreement dividing such benefits in accordance with the Regulations made under the Act.

Prior to June 4, 2001, benefits may only be divided pursuant to an order of the Trial Division of the Supreme Court.

The execution, seizure or attachment of any benefits under the Plan shall not be permitted, except where such benefits are subject to garnishment or attachment under the Nova Scotia Maintenance Enforcement Act in accordance with Section 71A of the Act.

SECTION 7 – FORM OF PENSION BENEFITS

7.1 Pension Calculation According to Normal Form

The amount of Pension provided under Section 6 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.

7.2 Normal form of Pension

The normal form of Pension is an annuity payable in monthly instalments as follows:

- (a) if a Member does not have a Spouse or Common-Law Partner or Eligible Children on the date that the first instalment is due to be paid, then the Pension will be payable for the life of the Member and in any event for a period of not less than 60 months. If a Member dies before receiving 60 monthly payments, his Beneficiary is entitled to receive the value of the remaining balance of the 60 payments.
- (b) if a Member has a Spouse or Common-Law Partner on the date that the first instalment is due to be paid, then the Pension will be payable for the life of the Member. Upon the Member's death the Member's Spouse or Common-Law Partner, if then living, shall be entitled to receive for her life, monthly instalments equal to 60 % of the Member's monthly Pension.
- (c) if the Member has a Spouse or Common-Law Partner and Eligible Children on the date that the first instalment is due to be paid, then the Pension will be payable for the life of the Member. Upon the Member's death the Member's Spouse or Common-Law Partner, if then living, shall be entitled to receive for her life, monthly instalments equal to 60 % of the Member's monthly Pension, plus an additional 10 % of the Member's monthly Pension for each Eligible Child to a maximum of four Eligible Children, while they remain Eligible Children.

- (d) if the Member has Eligible Children on the date that the first instalment is due to be paid but no Spouse or Common-Law Partner, then the Pension will be payable for the life of the Member. Upon the Member's death the Eligible Children, if still Eligible Children, shall be entitled to receive monthly instalments equal to 20 % of the Member's monthly Pension, for each Eligible Child to a maximum of four Eligible Children, while they remain Eligible Children. In the event that Subsection 7.2 (a) would provide greater benefits, Subsection 7.2 (a) may be elected in lieu of the benefits payable under this Subsection 7.2 (d).

7.3 Election of Optional Forms

A Member may convert, subject to Subsection 7.4, by an election in writing submitted to the Trustees at any time prior to his actual retirement date, his normal Pension otherwise payable on his account to a Pension that is the Actuarial Equivalent of his normal Pension and payable in any form that is allowed under the Income Tax Act and offered by the Association. The Association will not make available any optional form which requires an increase in the pension adjustment.

7.4 Waiver of Spousal Normal Form

A Member who has a Spouse or Common-Law Partner may elect an optional form of Pension which provides no benefit to the Spouse or Common-Law Partner or a benefit to the Spouse or Common-Law Partner that is less than 60 % of the benefit paid to the Member if the Member delivers to the Trustees, within the 12-month period immediately preceding the date upon which payment of the Pension is to commence, the written waiver of the Member and the Member's Spouse or Common-Law Partner in the form prescribed under the Act. This waiver may be revoked in writing by the Member and the Member's Spouse or Common-Law Partner prior to commencement of the Pension.

SECTION 8 – TERMINATION BENEFITS

8.1. Termination Before 24 Months Plan Membership

A Member who terminates membership, for any reason other than death or retirement, before completing 24 months of Continuous Service while a Member of the Plan, is entitled to his required contributions made to the Plan together with Interest thereon payable in accordance with Subsection 8.6.

8.2 Termination After 24 Months Plan Membership

A Member who terminates membership, for any reason other than death or retirement, after completing 24 months of Continuous Service while a Member of the Plan, is entitled to receive a Deferred Pension, commencing at his Normal or Optional Retirement Date in the amount accrued under Subsection 6.1, subject to Subsection 6.3.

8.3 Deferred Pensions

Any Deferred Pension that a Former Member is entitled to receive or has elected to receive pursuant to this Section 8 shall commence payment on the Former Member's Normal Retirement Date, or if earlier, his Optional Retirement Date (as determined by the Former Member's service to the date of termination). At the Former Member's option, payment of the Deferred Pension may commence up to ten years before his Normal Retirement Date subject to the reductions described in Subsection 6.2.

8.4 Transfer of Value of Deferred Pension

A Member whose employment with his Employer is terminated, and who is entitled to a Deferred Pension pursuant to Subsection 8.2 is entitled to Commuted Value of such Deferred Pension payable:

- (a) to another registered pension plan, if the administrator of the other pension plan agrees to accept the payment; or

- (b) to a retirement savings arrangement as prescribed under the Pension Benefits Act of Nova Scotia or Regulations thereto; or
- (c) as a deferred life annuity purchased from an Insurance Company that may commence within 10 years of the date that the Member would be entitled to an unreduced Pension.

The entitlement pursuant to Subsection 8.4 (a) is subject to the requirements under the Act and the Income Tax Act.

8.5 Refund of Excess Contributions

A Member whose Continuous Service has been terminated and who is entitled to a Deferred Pension shall receive a refund, less withholding taxes, or a transfer to his registered retirement savings plan of the excess contributions made under the plan as determined under Subsection 6.5.

8.6 Benefit from Voluntary Account

In addition to any other termination benefits payable under this Section 8, the Member is entitled to his Voluntary Account, if any, payable:

- (a) as a lump sum refund, less withholding taxes;
- (b) to his registered retirement savings plan; or
- (c) as an annuity, purchased from an Insurance Company in a form acceptable under the Income Tax Act.

8.7 Benefit from Locked-In Account

In addition to any other termination benefits payable under this Section 8, the Member is entitled to his Locked-In Account, if any, payable:

- (a) to another registered pension plan, if the administrator of the other pension plan agrees to accept the payment; or

- (b) to a retirement savings arrangement as prescribed under the Pension Benefits Act of Nova Scotia or Regulations thereto; or
- (c) as a deferred life annuity purchased from an Insurance Company that may commence within 10 years of the date that the Member would be entitled to an unreduced Pension.

8.8 General

A retirement statement with optional forms of retirement benefits shall be sent to a Member 60 days prior to normal retirement. If a Member retires other than normal retirement, a statement with optional forms of retirement benefit shall be sent 60 days prior to the intended retirement date or within 60 days of receipt of the application to retire if adequate notice was not provided.

A statement of death benefits shall be sent to the spouse, beneficiary or estate of the former Member within 60 days of receipt of the notice of death. The spouse, beneficiary or estate shall have 90 days from the date the statement is mailed to select a benefit. If the spouse, beneficiary or estate has not selected a benefit or has not submitted the documentation necessary to effect the benefit selected, a cash refund will be deemed to have been selected. Payment of the benefit shall be made within 60 days of receipt the documentation necessary to effect the payment of the benefit.

A statement of termination benefits shall be sent to a Member within 60 days of termination of membership in the Plan. A Member shall have 90 days from the date the statement is mailed to select a termination benefit. If a Member has not selected a benefit or has not submitted the documentation necessary to effect the benefit selected the Member shall be deemed to have selected a cash refund, if applicable, otherwise a deferred pension payable at normal retirement. Payment of a Member's benefits shall be made within 60 days of receipt the documentation necessary to effect the payment of the benefit. In the event that a Member is not entitled to a deferred pension, the statement of termination benefits shall be sent to a Member within 30 days of termination of membership in the Plan.

Once such refunds, payments, or transfers have been made, such Employees shall cease to be Members of the Plan, and shall forfeit all Credited Service prior to the date of

termination of membership. Should such an Employee thereafter be re-employed by an Employer his prior years of service shall be disregarded for all purposes of the Plan and he shall, upon such re-employment, be considered as a new Employee.

If a Member who is receiving a pension from the Plan is re-hired by an Employer, the Member may elect either:

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

SECTION 9 – DEATH BENEFITS

9.1 Death Before 24 Months of Plan Membership

In the event that a Member dies before he has completed 24 months of Continuous Service while a Member of the Plan, the Member's Beneficiary is entitled to the Member's required contributions with Interest payable as a lump sum payment, less withholding taxes. If the Beneficiary is the Member's Spouse or Common-Law Partner, the Spouse or Common-Law Partner may elect, in lieu of the lump sum payment, to transfer the value of the Member's required contributions with Interest to her registered retirement savings plan.

9.2 Death After 24 Months of Plan Membership

In the event that a Member dies before Pension commencement but after completing 24 months of Continuous Service while a Member of the Plan, a death benefit is payable in an amount equal to 60 % of the Commuted Value of the Member's Pension accrued to him under Subsection 6.1.

The death benefit is payable to the Spouse or Common-Law Partner who may elect to receive the death benefit in any of the following forms:

- a) a lump sum payment; or
- b) an annuity payable for the Spouse or Common-Law Partner's lifetime, as may be provided by the amount in Subsection 9.2a), commencing at any time prior to the end of the calendar year in which the Spouse or Common-Law Partner attains age 69 or, if later, within one year after the death of the Member.

If the Member does not have a Spouse or Common-Law Partner, the death benefit is payable in a lump sum payment, less withholding taxes to the Member's Beneficiary.

9.3 **Refund of Excess Contributions**

In addition to any other death benefit payable under this Section 9, the Member's Spouse or Common-Law Partner, or if he has no Spouse or Common-Law Partner, his Beneficiary is entitled to receive a refund of any excess contributions made under the plan as determined under Subsection 6.5.

9.4 **Benefit from Voluntary Account**

In addition to any other death benefit payable under this Section 9, the Member's Spouse or Common-Law Partner is entitled to his Voluntary Account, if any, payable:

- (a) as a lump sum refund, less withholding taxes;
- (b) to her registered retirement savings plan; or
- (c) as a life annuity purchased from an Insurance Company in a form acceptable under the Income Tax Act.

If the Member does not have a Spouse or Common-Law Partner, the death benefit is payable in a lump sum payment, less withholding taxes to the Member's Beneficiary.

9.5 **Benefit from Locked-In Account**

In addition to any other death benefit payable under this Section 9, the Member's Spouse or Common-Law Partner is entitled to his Locked-In Account, if any, payable:

- (a) a lump sum payment; or
- (b) an annuity payable for the Spouse or Common Law Partner's lifetime, as may be provided by the amount in Subsection 9.2a), commencing at any time prior to the end of the calendar year in which the Spouse or Common Law Partner attains age 69 or, if later, within one year after the death of the Member.
- (c) If the Member does not have a Spouse or Common-Law Partner, the death benefit is payable in a lump sum payment, less withholding taxes to the Member's Beneficiary.

9.6 **Death Benefit After Commencement of Pension**

Any death benefit payable upon the death of a Member who has commenced to receive his pension is determined in accordance with the form of Pension being paid to the Member pursuant to Section 7.

SECTION 10 – DESIGNATION OF BENEFICIARY

10.1 Designation of Beneficiary

A Member may, by written notice communicated through his Employer to the Trustees during his lifetime, designate a person or persons to receive any benefits payable under the Plan on his death and may also by written notice similarly communicate to the Trustees during his lifetime alter or revoke such designation from time to time, subject always to the provisions of any law governing designation of beneficiaries from time to time in force which may apply.

10.2 Payment of Benefits

In any instance where the Beneficiary of a deceased Member is the Spouse or Common-Law Partner of such Member, the Member may elect or, in default of such election by the Member, after his/her death the Beneficiary may elect that settlement of any death benefits, except a Pension to the Member's Spouse or Common-Law Partner, provided under the provisions of the Plan be made in any one of the following ways:

- (a) in the form of an immediate life annuity, with or without a guaranteed period, but such guaranteed period shall not exceed 15 years;
- (b) in a lump sum, less withholding taxes; or
- (c) as a transfer to a registered retirement savings plan.

If however, such Beneficiary is any person other than the Member's Spouse or Common-Law Partner, the death benefit shall be paid in a lump sum, less withholding taxes.

10.3 Mandatory Beneficiary

Notwithstanding any Beneficiary designation made hereunder, a Member's Spouse or Common-Law Partner shall be the Member's Beneficiary with respect to any death benefits payable pursuant to Section 9.

10.4 No Beneficiary

If, on the death of a Member, there is no designated Beneficiary or if the person designated by the Member as his/her Beneficiary is not living, or at the discretion of the Trustees, should such Beneficiary not be recognized by prevailing law, such sums that may be payable on or after the Member's death shall be payable to the estate of such Member in a lump sum, less withholding taxes.

10.5 Incompetent

If the Trustees receive evidence satisfactory to them that a person entitled to receive any benefit hereunder is physically or mentally incompetent to receive such benefit and to give a valid release therefore, or is a minor, and that another person or an institution maintaining or that has custody of such person and that no tutor, curator, guardian, committee, or other 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 valid and complete discharge for the payment of such benefit.

SECTION 11 – TRUST FUND

11.1 Contributions

All contributions of the Members and the Employers will be paid into the Trust Fund. The Trust Fund will be administered by the Trustees in accordance with the terms of the Trust Agreement.

11.2 Disclosure

A copy of the Trust Agreement may be examined by a Member at any reasonable time at the office of the Association or the Employer by which he is employed.

11.3 Benefits

All benefits under the Plan will be paid out of the Trust Fund.

11.4 Investments

The Trust Fund will be invested in accordance with the provisions of the Nova Scotia Pension Benefits Act, and the Regulations made thereunder.

SECTION 12 – ADMINISTRATION OF THE PLAN

12.1 Administrator

The Administrator of the Plan is the Board.

12.2 General Administration

The general administration of the Plan shall be vested in the Trustees, who shall be appointed by the Board and announced at the Annual General Meeting of the Association.

12.3 Administration

The Trustees may from time to time establish rules for the administration of the Plan, consistent with the terms thereof and may adopt and prescribe appropriate forms and procedures.

12.4 Interpretation

The Trustees shall have the exclusive right to interpret the Plan and to decide any and all matters arising thereunder or in connection with the administration of the Plan.

12.5 Inspection of Documents

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

12.6 Appeals

Any Member or Employer may file a notice of appeal with the Board of any decision or action of the Trustees.

12.7 Advisors

The Trustees and the officers and Directors of the Association shall be entitled to rely upon all tables, valuations, certificates, and reports furnished by the Actuary, upon all certificates and reports made by any duly appointed accountant, and upon all opinions given by a duly appointed legal counsel.

12.8 Authorization of Payments

The Trustees shall have the power to authorize and make payments from the Trust Fund to persons entitled to benefits under the Plan.

12.9 Expenses Paid by Fund

All expenses incurred in the operation of the Plan as authorized by the Board, or by the Trustees on the authority of the Board, shall be paid from the Trust Fund.

12.10 Plan Terms

The Trustees will provide each Member with a written explanation of the terms and conditions of the Plan and amendments applicable to him, together with an explanation of the rights and duties of the Member regarding the benefits available to him under the terms of the Plan, and any information as may be required under applicable legislation and regulations.

12.11 Payments to Trustees

The Trustees may receive such reasonable remuneration as may from time to time be approved by the board and may receive such travelling allowance or expenses as the Board may from time to time approve. Such remuneration and expenses shall be paid from the Trust Fund.

12.12 General Meeting

The Trustees, through the Board shall report annually at the Annual General Meeting of Association on the operation of the Trust Fund and the Plan during the last fiscal year of the Plan.

12.13 Trustee Powers

The Trustees shall have the powers as are specifically set out in the Trust Agreement.

12.14 Annual Statement

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

12.15 Statement on Termination of Employment or Membership

When a Member of the Plan terminates employment or otherwise ceases to be a Member, the Trustees shall give to the Member, or to any other person who becomes entitled to a benefit under the Plan, a written statement setting out the information prescribed under the Pension Benefits Act in respect of the benefits of the Member or other person.

12.16 Information to be Provided Before Benefits Paid

No payment of Pension will be made until any proofs required, not necessarily confined to proof of age of the Member or any contingent annuitant, have been furnished to the Trustees.

SECTION 13 – CHANGE OR DISCONTINUANCE OF THE PLAN

13.1 Continuation of Plan

The Association hopes and expects to continue the Plan indefinitely, but such continuance is not assumed as a contractual obligation. The Board reserves the right to change, modify, or discontinue the Plan, provided, however, that no such modification or amendment shall make it possible for any part of the funds of the Plan to be used for or diverted to purposes other than for the exclusive benefit of Members of the Plan.

13.2 Plan Assets

If the Board terminates the Plan, the assets of the Trust Fund shall, on the basis of actuarial valuation, be used and applied for the exclusive benefit of Employees and Pensioners who were Members of the Plan in an equitable manner as determined by the Trustees on the recommendation of the Actuary, but subject to Subsection 6.3 and any other applicable legislation.

13.3 Payment of Benefits

The benefit provided may be paid from the Trust Fund, through the creation of one or more new funds for the purpose, or provided through the purchase of annuity contracts from one or more Insurance Companies or, if applicable, paid in a lump sum pursuant to Subsection 6.4.

13.4 Remaining Surplus

If any surplus remains after providing all benefits, such surplus shall be applied in an equitable manner as between Members who are then Employees of an Employer, all as determined by the Trustees on the advice of the Actuary.

13.5 Cessation of Participation

Should any Employer request that it make no further contributions to the Plan, an appropriate portion of the Trust Fund shall be applied in an equitable manner as between Members who are then Employees of such Employer, all as determined by the Trustees on the advice of the Actuary.

13.6 Limitations

Notwithstanding the foregoing, this Section 13 is subject to any limitations prescribed by the Pension Benefits Act of Nova Scotia or Regulations thereto, and the Income Tax Act.

SECTION 14 – PENSION INCREASES FOR RETIRED MEMBERS

14.1 Increased Pensions

The Association may increase Pensions that are in the course of payment to retired Members. The aggregate percentage increase for a Member shall not exceed the percentage increase in the Consumer Price Index from the Member's retirement date.

SECTION 15– GENERAL PROVISIONS

15.1 Non-Alienation

Except as specified in Section 6, money payable under the Plan is subject to the following restrictions:

(a) **Non-Enforceable Transactions**

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

(b) **Exemption from Seizure**

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

15.2 Non-Commutation of Pensions

A pension or deferred pension payable under this Plan shall not be capable of being commuted, except:

(a) as permitted under Subsection 6.4; or

(b) 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 his mental or physical disability.

15.3 No Right to Employment

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

15.4 No Right to Employer Contributions

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

15.5 Information to be Provided Before Trustees Pay Benefits

Payment of benefits shall not be made until the person entitled to payment of the benefit delivers to the Trustees:

- (a) satisfactory proof of age of the person and other persons who may become entitled to payment of the pension and such other information as may be required to calculate and pay the benefit; and
- (b) if the benefit is payable to a Member or Spouse or Common-Law Partner, a signed declaration of marital status or cohabitation, respectively,

provided that after late delivery of the required documents and information, payment shall be made retroactively to the date of entitlement.

15.6 Trustees' Records

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

15.7 Severability

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

15.8 Captions and Headings

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

15.9 Construction

- (a) The Plan is intended to constitute an employee's pension plan qualified for registration under the Pension Benefits Act and the Income Tax Act.
- (b) Any provision of the Trust Agreement that is inconsistent with the terms of the Plan shall, to the extent of the inconsistency, be of no force or effect.
- (c) The Plan shall be governed and construed in accordance with the laws of the Province of Nova Scotia.

15.10 Currency

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

15.11 Transfers

Transfers of assets and liabilities may be made to and from the Plan on a basis that is acceptable to the Trustees, and which is in accordance with the Act and the Income Tax Act (Canada). In particular, no transfer of assets may be made from one plan to another without the prior approval of the Nova Scotia Superintendent of Pensions.

Where the Plan accepts a transfer of assets and liabilities from a prior pension plan of a Participating School Board, the transfer shall be determined as set forth in an Appendix to the Plan.

Where the Plan agrees to transfer assets and liabilities to a successor plan, the transfer shall be determined as set forth in an Appendix to the Plan.

Defined Contribution Provisions

SECTION 16 – DEFINITIONS

In these Defined Contribution Provisions (Sections 16 to 28) of the Plan and in the Trust Agreement, the following words shall have the following meanings respectively, unless a different meaning is specifically required by the context:

- 16.1 “**Act**” means the Nova Scotia Pension Benefits Act and the Regulations thereunder, as amended or replaced from time to time.
- 16.2 “**Association**” means the Nova Scotia School Boards Association.
- 16.3 “**Beneficiary**” means a beneficiary designated in accordance with Section 24.
- 16.4 “**Board**” means the Board of Directors of the Nova Scotia School Boards Association.
- 16.5 “**Common-Law Partner**” means a person who has cohabited with the Member in a conjugal relationship for a period of at least two years, neither of them being a Spouse.

Any definition of Common-Law Partner applied to these Plan rules shall be subject to any requirements of the Income Tax Act (Canada), and shall not be effective prior to June 4, 2001.

- 16.6 “**Continuous Service**” means unbroken employment with either the Employer by which an Employee was employed on or after the Participating School Board Effective Date or any subsequent Employer, and shall not be deemed to be interrupted by:
- (a) approved leaves of absences, with or without pay; or
 - (b) lay off with or without pay, provided any period of such lay off does not exceed six months; or
 - (c) any break of employment, which does not constitute an interruption of membership under Section 22.

Continuous Service includes any additional period so specified in an Appendix to the Plan.

- 16.7 **“Earnings”** means the gross rate of ordinary salary or wages paid to a Member by an Employer or Employers during the Plan Year including holiday pay if it is regularly paid with salary or wages, but shall exclude money paid in lieu of holidays, travelling expenses, subsistence allowance, fees, overtime pay, or any other moneys paid in addition to the employee's ordinary salary or wages.
- 16.8 **“Effective Date”** means April 1, 1992. A Participating School Board Effective Date cannot precede the Effective Date of the Plan.
- 16.9 **“Employee”** means any person who is employed by an Employer in a non-teaching capacity on a full-time basis or a less than full-time basis.
- 16.10 **“Employer”** means a Participating School Board.
- 16.11 **“Employer Account”** means the contributions remitted by an Employer in accordance with Subsection 18.3, plus any amount so specified in an Appendix to the Plan. Employer Account shall also include Investment Income accumulated from at least the first day of the month following the date the contribution was remitted to the Plan to at least the first day of the month prior to the date of transfer from the Plan due to termination of employment, death or retirement.
- 16.12 **“Former Member”** means a person who has terminated employment or membership in the Plan and who is entitled to a benefit payment according to the terms of the Plan.
- 16.13 **“Funding Agent”** means an Insurance Company, or a trust company and includes any combination or successors thereof appointed by the Board to hold, administer, and invest the Trust Fund.
- 16.14 **“Funding Agreement”** means any agreement or agreements now or hereafter executed between the Board and the Funding Agent for purposes of this Plan.
- 16.15 **“Insurance Company”** means an insurance company authorized to carry on life insurance business in Canada.

- 16.16 **“Investment Income”** means interest, dividend income, capital gains and capital losses attributable to the Trust Fund less any expenses paid by the Trust Fund.
- 16.17 **“Locked-In Account”** means assets transferred to the Plan on behalf of a Member in accordance with Subsection 18.7 that are locked-in under the Act, plus any amount so specified in an Appendix to the Plan. Locked-In Account shall also include Investment Income accumulated from at least the first day of the month following the date of transfer to the Plan to at least the first day of the month prior to the date of transfer from the Plan due to termination of employment, death or retirement.
- 16.18 **“Member”** means any Employee or former Employee who has joined the Plan and continues to be entitled to benefits or rights under these Defined Contribution Provisions.
- 16.19 **“Participating School Board”** means a school board, organization, or group of persons, that is a member of the Association and is contributing to these Defined Contribution Provisions of the Plan or that has agreed, on the invitation of the Association to contribute to these Defined Contribution Provisions of the Plan. In relation to a Member, it shall be the Participating School Board by which he is employed at any particular time. For this purpose, the Association shall be considered to be a Participating School Board.
- 16.20 **“Participating School Board Effective Date”** means the date of participation of a Participating School Board in the Plan, with respect to all or a subgroup of employees of the Participating School Board.
- 16.21 **“Pension Benefit”** means the monthly amount purchased from an Insurance Company payable to a Former Member during the lifetime of the Former Member to which a Member or Former Member will become entitled under the Plan upon retirement, or to which any person is entitled upon the death of a Member or Former Member.
- 16.22 **“Plan”** means the Pension Plan for the Non-Teaching Employees of the School Boards of Nova Scotia as amended from time to time, and which shall form a part of the Trust Agreement.

16.23 **“Plan Year”** means the calendar year and, in respect of the first Plan year, means the period from the Effective Date to December 31, 1992.

16.24 **“Required Account”** means the contributions remitted by a Member in accordance with Subsection 18.1, plus any amount so specified in an Appendix to the Plan. Required Account shall also include Investment Income accumulated from at least the first day of the month following the date the contribution was remitted to the Plan to at least the first day of the month prior to the date of transfer from the Plan due to termination of employment, death or retirement.

16.25 **“Spouse”** means, in relation to a Member, a person

- (a) who is legally married to the Member; or
- (b) who is legally married to the Member by a marriage that is voidable and has not been annulled by a declaration of nullity; or
- (c) who has gone through a form of marriage with the Member, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the twelve-month period immediately preceding the date of the entitlement; or
- (d) who, prior to June 4, 2001, not being married to the Member or to another person, has lived together with the Member as husband and wife for three years, and is living with the Member as husband and wife at the relevant time.
- (e) who, on or after June 4, 2001, is a domestic partner of the Member as defined in the Nova Scotia Vital Statistics Act.

Any definition of Spouse applied to these Plan rules shall be subject to any requirements of the Income Tax Act (Canada).

16.26 **“Trust Agreement”** shall mean the Trust Agreement between the Board and the Trustees, as amended from time to time, and to which these rules are attached and form part thereof.

- 16.27 **“Trust Fund”** shall mean the fund administered by the Trustees under the Trust Agreement.
- 16.28 **“Trustees”** shall mean the Trustees or Trustee appointed by the Board in the manner set out in the Trust Agreement.
- 16.29 **“Voluntary Account”** means the contributions remitted by a Member in accordance with Subsection 18.2 or assets transferred to the Plan on behalf of a Member in accordance with Subsection 18.7 or 28.9 that are not locked-in under the Act. Voluntary Account shall also include Investment Income accumulated from at least the first day of the month following the date the contribution was remitted or the amount was transferred to the Plan to at least the first day of the month prior to the date of transfer from the Plan due to termination of employment, death or retirement.
- 16.30 **“YMPE”** means, in respect of any Plan Year, the Year’s Maximum Pensionable Earnings as defined under the Canada Pension Plan.

SECTION 17– ELIGIBILITY FOR MEMBERSHIP

17.1 Full-Time Employees

Each full-time Employee, in the class of employment as designated by the Employer or as required by a collective agreement, as specified in Appendix D of the Plan, hired on or after the Participating School Board Effective Date shall become a member of the Plan as per specified within Appendix F.

Full-time eligible Employees hired prior to the Participating School Board Effective Date may become Members of the Plan on a voluntary basis, except as otherwise specified in an Appendix to the Plan.

To become a Member, such eligible full-time Employee must complete and deliver to the Employer such enrolment forms as may be required.

17.2 Part-Time Employees

Each less than full-time Employee, in the class of employment as designated by the Employer or as required by a collective agreement, as specified in an Appendix to the Plan, may become a Member on the first day of the month coincident with or next following the completion of 24 months of Continuous Service, provided he has earned, through employment with a Participating School Board, at least 35 % of the YMPE, or has worked not less than 300 hours, in each of the two immediately preceding consecutive calendar years.

17.3 Termination of Participation Not Permitted

A Member's participation in the Plan shall not be terminated while he remains an Employee. In addition, a Member does not cease to be a Member merely because he earns less than 35 % of the YMPE, or works less than 300 hours, in a calendar year.

SECTION 18 – CONTRIBUTIONS

18.1 Required Contributions by the Member

Each Member shall contribute to the Plan by regular payroll deduction the amount required by the applicable contribution schedule as specified in an Appendix to the Plan. A Member's required contributions for any Plan Year shall not exceed 9 % of the Member's Earnings.

18.2 Voluntary Contributions

Each Member may elect to make voluntary contributions, in the amount and manner as may be specified in an Appendix to the Plan, provided such additional amounts do not exceed the Member's maximum permitted under the Income Tax Act (Canada) for a calendar year.

18.3 Contributions by Employers

Each Employer shall contribute to the Plan the amount required by the applicable contribution schedule as specified in an Appendix to the Plan. Contributions by the Employer on behalf of a Member shall be equal to or greater than the Member's required contribution. The aggregate of the Employer's contribution plus the Member's required contribution, if any, shall be at least 2 % of the Member's Earnings.

18.4 Maximum Contributions

The sum of the Employer contributions made on the Member's behalf under paragraph 18.3, the Member's required contributions and voluntary contributions under paragraphs 18.1 and 18.2 respectively, for a calendar year shall not exceed the lesser of:

- (a) 18% of his Earnings for the calendar year; and

- (b) the Money Purchase Limit for the calendar year as set out in the Income Tax Act and Regulations;

In the event that a Member's total contributions remitted for a calendar year under Subsections 18.1, 18.2 and 18.3 exceed the above maximum, the amount exceeding the maximum shall be returned to the contributor, in accordance with the provisions of paragraph 18.5, in order of the amounts deducted under Subsection 18.2, then Subsection 18.1, and finally Subsection 18.3.

18.5 Return of Contributions

To avoid the revocation of the registration of the Plan under the Income Tax Act, the Board reserves the right to return any excess contributions made under paragraphs 18.1, 18.2, or 18.3, to the contributor of such excess amounts, subject to receiving prior written notice from the Superintendent of Pensions.

18.6 Remittance of Member Contributions

Each Employer shall remit to the Funding Agent, for deposit to the Trust Fund, contributions received or deducted in accordance with Subsections 18.1, 18.2, and 18.3 within 30 days following the month in which such sums are received or deducted.

18.7 Member Transfers to the Plan

A Member may transfer amounts to the Plan from another registered pension plan, deferred profit sharing plan, registered retirement savings plan, or locked-in registered retirement savings plan. Amounts transferred to the Plan that are locked-in under the Act shall be added to the Member's Locked-In Account. All other amounts transferred to the Plan shall be added to the Member's Voluntary Account. All transfers to the Plan shall be subject to and in accordance with the Income Tax Act (Canada) and Regulations thereunder, as amended from time to time.

SECTION 19 – RETIREMENT DATES

19.1 Normal Retirement Date

The Normal Retirement Date for a Member shall be the first day of the month coincident with or next following the date the Member attains age 60.

19.2 Early Retirement Date

A Member who would otherwise be entitled to a Pension Benefit upon termination of employment and who has attained age 50 may retire at any time prior to his 60th birthday, and shall be entitled to receive a pension from the first day of the month coincident with or next following the date of such early retirement.

19.3 Postponed Retirement Date

If a Member continues in employment beyond age 60, contributions in accordance with Section 18 shall continue until his date of actual retirement, or, if earlier, to December 1st of the year that he attains 69 years of age, at which date his Pension Benefit shall commence.

19.4 Application

The Member shall make application for a Pension Benefit in the prescribed form to the Trustees.

SECTION 20– RETIREMENT BENEFITS

20.1 Retirement Benefit

A Member who retires on his Early, Normal or Postponed Retirement Date shall be entitled to a Pension Benefit commencing on such retirement date that can be purchased from an Insurance Company with the Member's Required Account, if any, plus Employer Account.

20.2 Alternative Retirement Benefit

In lieu of the Pension Benefit in Subsection 20.1, a Member may elect to have the amount in Subsection 20.1 paid in accordance with Subsection 20.5.

20.3 Small Amounts

For terminations occurring on or after January 1, 2003, if the total commuted value under the Plan is less than 10% of the YMPE in the year the Former Member terminated membership, such commuted value may be paid to the Former Member in accordance with Subsection 20.4.

20.4 Benefit from Voluntary Account

In addition to any other retirement benefits payable under this Section 20, the Member is entitled to his Voluntary Account, if any, payable:

- (a) as a lump sum refund, less withholding taxes; or
- (b) to another registered pension plan, if the administrator of the other pension plan agrees to accept the payment; or
- (c) to a registered retirement savings plan; or

- (d) as a life annuity purchased from an Insurance Company in a form acceptable under the Income Tax Act.

20.5 **Benefit from Locked-In Account**

In addition to any other retirement benefits payable under this Section 20, the Member is entitled to his Locked-In Account, if any, payable:

- (a) to another registered pension plan, if the administrator of the other pension plan agrees to accept the payment; or
- (b) to a retirement savings arrangement as prescribed under the Pension Benefits Act of Nova Scotia or Regulations thereto; or
- (c) as a life annuity purchased from an Insurance Company with payments commencing in accordance with Section 19 in a form acceptable under the Act and the Income Tax Act.

20.6 **Assignment**

The assignment of benefits under the Plan shall not be permitted, except pursuant to a court order or separation agreement dividing such benefits in accordance with the Regulations made under the Act.

Prior to June 4, 2001, benefits may only be divided pursuant to an order of the Trial Division of the Supreme Court.

The execution, seizure or attachment of any benefits under the Plan shall not be permitted, except where such benefits are subject to garnishment or attachment under the Nova Scotia Maintenance Enforcement Act in accordance with Section 71A of the Act.

SECTION 21 – FORM OF PENSION BENEFITS

21.1 Pension Calculation According to Normal Form

The amount of monthly pension provided under Section 20 is calculated according to the normal form of pension and is payable in that normal form unless the Member elects an optional form of pension.

21.2 Normal Form of Pension

The normal form of Pension is an annuity payable in monthly instalments as follows:

- (a) if a Member does not have a Spouse or Common-Law Partner on the date that the first instalment is due to be paid, then the pension will be payable for the life of the Member and in any event for a period of not less than 60 months. If a Member dies before receiving 60 monthly payments, his Beneficiary is entitled to receive the value of the remaining balance of the 60 payments.
- (b) if a Member has a Spouse or Common-Law Partner on the date that the first instalment is due to be paid, then the pension will be payable for the life of the Member. Upon the Member's death the Member's Spouse or Common-Law Partner, if then living, shall be entitled to receive for her life, monthly instalments equal to 60 % of the Member's monthly pension.

21.3 Election of Optional Forms

A Member may convert, subject to Subsection 21.4, by an election in writing submitted to the Trustees at any time prior to his actual retirement date, his normal pension otherwise payable on his account to a pension that is the actuarial equivalent, as determined by the Insurance Company, of his normal pension and payable in any form that is allowed under the Income Tax Act and offered by the Association.

21.4 **Waiver of Spousal Normal Form**

A Member who has a Spouse or Common-Law Partner may elect an optional form of pension which provides no benefit to the Spouse or Common-Law Partner or a benefit to the Spouse or Common-Law Partner that is less than 60 % of the benefit paid to the Member if the Member delivers to the Trustees, within the 12-month period immediately preceding the date upon which payment of the pension is to commence, the written waiver of the Member and the Member's Spouse or Common-Law Partner in the form prescribed under the Act. This waiver may be revoked in writing by the Member and the Member's Spouse or Common-Law Partner prior to commencement of the pension.

SECTION 22 – TERMINATION BENEFITS

22.1 Termination Before 24 Months Plan Membership

A Member who terminates membership, for any reason other than death or retirement, before completing 24 months of Continuous Service while a Member of the Plan, is entitled to his Required Account, if any, and the Employer Account payable in accordance with Subsection 22.3.

22.2 Termination After 24 Months Plan Membership

A Member who terminates Continuous Service, for any reason other than death or retirement, after completing 24 months of Continuous Service while a member of the Plan, is entitled to his Required Account, if any, and his Employer Account payable:

- (a) to another registered pension plan, if the administrator of the other pension plan agrees to accept the payment; or
- (b) to a retirement savings arrangement as prescribed under the Pension Benefits Act of Nova Scotia or Regulations thereto; or
- (c) as a life annuity purchased from an Insurance Company with payments commencing in accordance with Section 19 in a form acceptable under the Act and the Income Tax Act.

22.3 Benefit from Voluntary Account

In addition to any other termination benefits payable under this Section 22, the Member is entitled to his Voluntary Account, if any, payable:

- (a) as a lump sum refund, less withholding taxes; or
- (b) to another registered pension plan, if the administrator of the other pension plan agrees to accept the payment; or

- (c) as a transfer to his registered retirement savings plan; or
- (d) as an annuity, purchased from an Insurance Company in a form acceptable under the Income Tax Act.

22.4 **Benefit from Locked-In Account**

In addition to any other termination benefits payable under this Section 22, the Member is entitled to his Locked-In Account, if any, payable:

- (a) to another registered pension plan, if the administrator of the other pension plan agrees to accept the payment; or
- (b) to a retirement savings arrangement as prescribed under the Pension Benefits Act of Nova Scotia or Regulations thereto; or
- (c) as a life annuity purchased from an Insurance Company with payments commencing in accordance with Section 19 in a form acceptable under the Act and the Income Tax Act.

22.5 **General**

A retirement statement with optional forms of retirement benefits shall be sent to a Member 60 days prior to normal retirement. If a Member retires other than normal retirement, a statement with optional forms of retirement benefit shall be sent 60 days prior to the intended retirement date or within 60 days of receipt of the application to retire if adequate notice was not provided.

A statement of death benefits shall be sent to the spouse, beneficiary or estate of the former Member within 60 days of receipt of the notice of death. The spouse, beneficiary or estate shall have 90 days from the date the statement is mailed to select a benefit. If the spouse, beneficiary or estate has not selected a benefit or has not submitted the documentation necessary to effect the benefit selected, a cash refund will be deemed to have been selected. Payment of the benefit shall be made within 60 days of receipt the documentation necessary to effect the payment of the benefit.

A statement of termination benefits shall be sent to a Member within 60 days of termination of membership in the Plan. A Member shall have 90 days from the date the statement is mailed to select a termination benefit. If a Member has not selected a benefit or has not submitted the documentation necessary to effect the benefit selected the Member shall be deemed to have selected a cash refund, if applicable, otherwise a deferred pension payable at normal retirement. Payment of a Member's benefits shall be made within 60 days of receipt the documentation necessary to effect the payment of the benefit. In the event that a Member is not entitled to a deferred pension, the statement of termination benefits shall be sent to a Member within 30 days of termination of membership in the Plan.

Once such refunds, payments, or transfers have been made, such Employees shall cease to be a Member of the Plan. Should such an Employee thereafter be re-employed by an Employer his prior years of service shall be disregarded for all purposes of the Plan and he shall be considered as a new Employee.

SECTION 23 – DEATH BENEFITS

23.1 Death Before 24 Months of Plan Membership

In the event that a Member dies before he has completed 24 months of Continuous Service while a Member of the Plan, the Member's Beneficiary is entitled to his Required Account, if any, and Employer Account payable as a lump sum payment, less withholding taxes. If the Beneficiary is the Member's Spouse or Common-Law Partner, the Spouse or Common-Law Partner may elect to transfer the benefit to her registered retirement savings plan.

23.2 Death After 24 Months of Plan Membership

In the event that a Member dies before retirement but after completing 24 months of Continuous Service while a Member of the Plan, the Member's Spouse or Common-Law Partner is entitled to his Required Account, if any, and his Employer Account payable:

- (a) to another registered pension plan, if the administrator of the other pension plan agrees to accept the payment; or
- (b) to a retirement savings arrangement as prescribed under the Pension Benefits Act of Nova Scotia or Regulations thereto; or
- (c) as a life annuity purchased from an Insurance Company with payments in a form acceptable under the Act and the Income Tax Act and commencing any time prior to the end of the calendar year in which the Spouse or Common-Law Partner attains age 69 or, if later, within one year after the death of the Member.

If the Member does not have a Spouse or Common-Law Partner, the death benefit is payable in a lump sum payment, less withholding taxes to the Member's Beneficiary.

23.3 **Benefit from Voluntary Account**

In addition to any other death benefit payable under this Section 23, the Member's Spouse or Common-Law Partner is entitled to his Voluntary Account, if any, payable:

- (a) as a lump sum refund, less withholding taxes; or
- (b) to another registered pension plan, if the administrator of the other pension plan agrees to accept the payment; or
- (c) to her registered retirement savings plan; or
- (d) as a life annuity purchased from an Insurance Company with payments in a form acceptable under the Income Tax Act and commencing any time prior to the end of the calendar year in which the Spouse or Common-Law Partner attains age 69 or, if later, within one year after the death of the Member.

If the Member does not have a Spouse or Common-Law Partner, the death benefit is payable in a lump sum payment, less withholding taxes to the Member's Beneficiary.

23.4 **Benefit from Locked-In Account**

In addition to any other death benefit payable under this Section 23, the Member's Spouse or Common-Law Partner is entitled to his Locked-In Account, if any, payable:

- (a) to another registered pension plan, if the administrator of the other pension plan agrees to accept the payment; or
- (b) to a retirement savings arrangement as prescribed under the Pension Benefits Act of Nova Scotia or Regulations thereto; or
- (c) as a life annuity purchased from an Insurance Company with payments in a form acceptable under the Act and the Income Tax Act and commencing any time prior to the end of the calendar year in which the Spouse or Common-Law Partner attains age 69 or, if later, within one year after the death of the Member.

If the Member does not have a Spouse or Common-Law Partner, the death benefit is payable in a lump sum payment, less withholding taxes to the Member's Beneficiary.

23.5 Death Benefit After Commencement of Pension

Any death benefit payable upon the death of a Member who has commenced to receive his pension is determined in accordance with the form of Pension Benefit being paid to the Member pursuant to Section 21.

SECTION 24 – DESIGNATION OF BENEFICIARY

24.1 Designation of Beneficiary

A Member may, by written notice communicated through his Employer to the Trustees during his lifetime, designate a person or persons to receive any benefits payable under the Plan on his death and may also by written notice similarly communicated to the Trustees during his lifetime alter or revoke such designation from time to time, subject always to the provisions of any law governing designation of beneficiaries from time to time in force which may apply.

24.2 Payment of Benefits

In any instance where the Beneficiary of a deceased Member is the Spouse or Common-Law Partner of such Member, the Member may elect or, in default of such election by the Member, after his/her death the Beneficiary may elect that settlement of any death benefits provided under the provisions of the Plan be made in any one of the following ways:

- (a) in the form of an immediate life annuity, with or without a guaranteed period, but such guaranteed period shall not exceed 15 years;
- (b) in a lump sum, less withholding taxes; or
- (c) as a transfer to a registered retirement savings plan.

If however, such Beneficiary is any person other than the Member's Spouse or Common-Law Partner, the death benefit shall be paid in a lump sum, less withholding taxes.

24.3 **Mandatory Beneficiary**

Notwithstanding any Beneficiary designation made hereunder, a Member's Spouse or Common-Law Partner shall be the Member's Beneficiary with respect to any death benefits payable pursuant to Section 23.

24.4 **No Beneficiary**

If, on the death of a Member, there is no designated Beneficiary or if the person designated by the Member as his/her Beneficiary is not living, or at the discretion of the Trustees, should such Beneficiary not be recognized by prevailing law, such sums that may be payable on or after the Member's death shall be payable to the estate of such Member in a lump sum, less withholding taxes.

24.5 **Incompetent**

If the Trustees receive evidence satisfactory to them that a person entitled to receive any benefit hereunder is physically or mentally incompetent to receive such benefit and to give a valid release therefore, or is a minor, and that another person or an institution is maintaining or has custody of such person and that no tutor, curator, guardian, committee, or that other 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 valid and complete discharge for the payment of such benefit.

SECTION 25 – TRUST FUND

25.1 Contributions

All contributions of the Members and the Employers will be paid into the Trust Fund. The Trust Fund will be administered by the Trustees in accordance with the terms of the Trust Agreement.

25.2 Disclosure

A copy of the Trust Agreement may be examined by a Member at any reasonable time at the office of the Association or the Employer by which he is employed.

25.3 Benefits

All benefits under the Plan will be paid out of the Trust Fund.

25.4 Investments

The Trust Fund will be invested in accordance with the provisions of the Nova Scotia Pension Benefits Act, and the Regulations made thereunder.

SECTION 26 – ADMINISTRATION OF THE PLAN

26.1 Administrator

The Administrator of the Plan is the Board.

26.2 General Administration

The general administration of the Plan shall be vested in the Trustees, who shall be appointed by the Board and announced at the Annual General Meeting of the Association.

26.3 Administration

The Trustees may from time to time establish rules for the administration of the Plan, consistent with the terms thereof and may adopt and prescribe appropriate forms and procedures.

26.4 Interpretation

The Trustees shall have the exclusive right to interpret the Plan and to decide any and all matters arising thereunder or in connection with the administration of the Plan.

26.5 Inspection of Documents

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

26.6 Appeals

Any Member or Employer may file a notice of appeal with the Board of any decision or action of the Trustees.

26.7 **Advisors**

The Trustees and the officers and Directors of the Association shall be entitled to rely upon all tables, valuations, certificates, and reports furnished any duly appointed Actuary, upon all certificates and reports made by any duly appointed accountant, and upon all opinions given by a duly appointed legal counsel.

26.8 **Authorization of Payments**

The Trustees shall have the power to authorize and make payments from the Trust Fund to persons entitled to benefits under the Plan.

26.9 **Expenses Paid by Fund**

All expenses incurred in the operation of the Plan as authorized by the Board, or by the Trustees on the authority of the Board, shall be paid from the Trust Fund.

26.10 **Plan Terms**

The Trustees will provide each Member with a written explanation of the terms and conditions of the Plan and amendments applicable to him, together with an explanation of the rights and duties of the Member regarding the benefits available to him under the terms of the Plan, and any information as may be required under applicable legislation and regulations.

26.11 **Payments to Trustees**

The Trustees may receive such reasonable remuneration as may from time to time be approved by the board and may receive such travelling allowance or expenses as the Board may from time to time approve. Such remuneration and expenses shall be paid from the Trust Fund.

26.12 General Meeting

The Trustees, through the Board shall report annually at the Annual General Meeting of Association on the operation of the Trust Fund and the Plan during the last fiscal year of the Plan.

26.13 Trustee Powers

The Trustees shall have the powers as are specifically set out in the Trust Agreement.

26.14 Annual Statement

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

26.15 Statement on Termination of Employment or Membership

When a Member of the Plan terminates employment or otherwise ceases to be a Member, the Trustees shall give to the Member, or to any other person who becomes entitled to a benefit under the Plan, a written statement setting out the information prescribed under the Pension Benefits Act in respect of the benefits of the Member or other person.

26.16 Information to be Provided Before Benefits Paid

No payment will be made until any proofs required, not necessarily confined to proof of age of the Member or any contingent annuitant, have been furnished to the Trustees.

SECTION 27– CHANGE OR DISCONTINUANCE OF THE PLAN

27.1 Continuation of Plan

The Association hopes and expects to continue the Plan indefinitely, but such continuance is not assumed as a contractual obligation. The Board reserves the right to change, modify, or discontinue the Plan, provided, however, that no such modification or amendment shall reduce the Member's entitlement prior to the date of the change, modification, or discontinuance of the Plan.

27.2 Plan Assets

If the Board terminates the Plan, each Member of the Plan shall be entitled to their Required Account, if any, Employer Account, Voluntary Account, if any, and Locked-In Account, if any, payable in accordance with Section 22.

27.3 Payment of Benefits

The Pension Benefits provided by the Plan shall be funded through the purchase of annuity contracts from one or more Insurance Companies or, if applicable, paid in a lump sum pursuant to Subsection 20.3.

27.4 Cessation of Participation

Should any Employer request that it make no further contributions to the Plan, each Member of the Plan shall be entitled to their Required Account, if any, Employer Account, Voluntary Account, if any, and Locked-In Account, if any, payable in accordance with Section 22.

27.5 **Limitations**

Notwithstanding the foregoing, this Section 27 is subject to any limitations prescribed by the Pension Benefits Act of Nova Scotia or Regulations thereto, and the Income Tax Act (Canada) and Regulations thereunder, as amended from time to time.

SECTION 28– GENERAL PROVISIONS

28.1 Non-Alienation

Except as specified in Section 20, money payable under the Plan is subject to the following restrictions:

- (a) Any transaction that purports to assign, charge, anticipate, surrender, or give as security any right of a person under the Plan or money payable under the Plan shall not be enforceable against the Plan; and
- (b) Money payable under the Plan is exempt from execution, seizure, or attachment.

28.2 No Right to Employment

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

28.3 Information to be Provided Before Trustees Pay Benefits

Payment of benefits shall not be made until the person entitled to payment of the benefit delivers to the Trustees:

- (a) satisfactory proof of age of the person and other persons who may become entitled to payment of the pension and such other information as may be required to calculate and pay the benefit; and
- (b) if the benefit is payable to a Member or Spouse or Common-Law Partner, a signed declaration of marital status or cohabitation, respectively, provided that after late delivery of the required documents and information, payment shall be made retroactively to the date of entitlement.

28.4 **Trustees' Records**

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

28.5 **Severability**

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

28.6 **Captions and Headings**

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

28.7 **Construction**

- (a) The Plan is intended to constitute an employee's pension plan qualified for registration under the Pension Benefits Act and the Income Tax Act.
- (b) Any provision of the Trust Agreement that is inconsistent with the terms of the Plan shall, to the extent of the inconsistency, be of no force or effect.
- (c) The Plan shall be governed and construed in accordance with the laws of the Province of Nova Scotia.

28.8 **Currency**

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

28.9 **Transfers**

Transfers of assets and liabilities may be made to and from the Plan on a basis that is acceptable to the Trustees, and which is in accordance with the Act and the Income Tax

Act (Canada). In particular, no transfer of assets may be made from one plan to another without the prior approval of the Nova Scotia Superintendent of Pensions.

Where the Plan accepts a transfer of assets and liabilities from a prior pension plan of a Participating School Board, the transfer shall be determined as set forth in an Appendix to the Plan.

Where the Plan agrees to transfer assets and liabilities to a successor plan, the transfer shall be determined as set forth in an Appendix to the Plan.

APPENDIX A – GENERAL PROVISIONS

Appendix A

Pictou District School Board Administration Staff Pension Plan

1. Effective January 1, 1994, the Pictou District School Board became a Participating School Board in the Pension Plan for the Non-Teaching Employees of the School Boards of Nova Scotia.
2. Assets and liabilities in respect of the participation in the Pictou District School Board Administration Staff Pension Plan (the "Pictou Plan") have been transferred to the Pension Plan for the Non-Teaching Employees of the School Boards of Nova Scotia.
3. Individual member entitlements under the Pictou Plan are listed in a table at the end of this Appendix A.
4. For purposes of vesting (entitlement to a deferred pension on termination of employment), and eligibility for benefits, Continuous Service and Plan Membership under the Pictou Plan shall be counted under the Plan and conversely.
5. The benefits transferred from the Pictou Plan are payable under the terms of the Pictou Plan, summarized as follows:

Summary of Major Pictou Plan Provisions

Effective Date	The plan was established January 1, 1985.
Eligibility	Employees are required to join the plan at their date of hire.
Contributions	Members contribute 5% of their pensionable earnings to the plan. The balance of the plan's cost is funded by the employer.

Normal Retirement Date

The normal retirement date is at the first of the month coincident with or next following the member's 65th birthday.

Early Retirement

A Member who is entitled to a deferred pension may retire within 10 years of his Normal Retirement Date.

Upon early retirement, a Member's pension is reduced for each month by which his retirement date precedes his Normal Retirement Date. The early retirement reduction is 0.5% for the first 60 months and 0.3333% for each month in excess of 60.

Retirement Benefit

Upon retirement on or after the Normal Retirement Date, Members receive a benefit each year equal to 2% of their pensionable earnings since joining the plan.

Effective January 1, 1994 Members' accrued pension was increased by 20%.

Termination Benefit

On termination, vesting occurs after two years of plan membership for benefits earned in 1988 and later. For earlier accruals, vesting occurs after five years of Continuous Service.

Death Benefit

For benefits earned prior to 1988, the death benefit is the return of the member's contributions with interest; if the member is 55 or over at death, an immediate lifetime benefit, guaranteed for 10 years, is payable to the member's

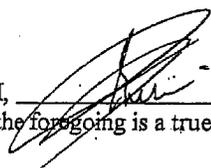
surviving spouse, the value of which is the commuted value of the member's benefit had he elected early retirement at the date of death. For benefits earned after 1987, the death benefit is the commuted value of the benefit.

Form of Pension

The normal form of pension is payable during the lifetime of the member, with a minimum guarantee of 120 monthly payments.

Minimum Cost Rule

The employer's share of the cost of benefits accrued on and after January 1, 1988 will not be less than 50% of the cost of such benefits. As well as applying to benefits at retirement, this rule also applies to the determination of commuted values on termination and death.

I,  of the Nova Scotia School Boards Association, do hereby confirm that the foregoing is a true and complete copy of the amendment.

97/04/18

Date

EXECUTIVE DIRECTOR

Title

Status	SIN	Name	Sex	Service		Membership	At Jan. 1, 1996		(after increase)	
				31-Dec-93	31-Dec-93		Pre-88 AROW	Post-88 Pension	Pre-88 AROW	Post-88 Pension
Active		CAMPBELL, LINDA BARBARA	F	4.21	2,1667	0	0	2,811	1,115.00	
Active		CARRIGAN, SHEILA DOREEN	F	6.91	6,3333	534	78.04	5,768	1,952.06	
Active		CHAISSON, CLAUDETTE M.	F	6.36	6,3333	563	83.62	5,804	1,963.69	
Active		CHOISNET, VICKI LYNN	F	4.24	3,1667	0	0	3,820	1,456.20	
Active		CORBETT, DONNA MARIE	F	3.6	2,3333	0	0	2,042	802.30	
Active		CORBETT, JEAN ELLEN	F	7.32	7,0000	1222	226.47	5,669	1,918.67	
Active		CORBIN, MARCIA J.	F	17	9,0000	4991	782.9	7,420	2,680.42	
Active		CORMIER, MARY E.	F	7.16	4,2500	0	0	3,359	1,181.30	
Active		CRAIG, BETTY DIANE	F	4.67	4,0833	0	0	3,016	1,085.56	
Active		DOGGETT, WENDY	F	16.94	1,0000	0	0	1,470	608.30	
Active		EMERY, M. PATRICIA	F	31.25	9,0000	6805	1104.73	9,944	3,543.31	
Active		FITT, PHYLLIS (NOREEN)	F	10.05	6,1667	961	360.71	3,768	1,099.14	
Active		FRASER, PAULA MARIE	F	11.22	9,0000	4615	725.58	7,467	2,675.14	
Active		GILCHRIST, CATHERINE	F	4.22	2,3333	0	0	842	328.39	
Active		GREEN, RUTH C.	F	4.34	4,3333	0	0	2,709	956.51	
Active		HAZELDINE, ETHEL M.	F	4.38	4,3333	0	0	1,967	690.40	
Active		HEIGHTON, BEVERLEY	F	5.25	4,2500	0	0	3,036	1,049.99	
Active		JOLLMORE, FRANCES-ALICE	F	14.25	1,0000	0	0	1,148	474.90	
Active		KNOCK, ELIZABETH C.	F	45.66	3,4167	0	0	4,684	1,602.70	
Active		LANGILLE, ELIZABETH M.	F	19.35	6,0000	0	0	7,320	2,418.35	
Active		LIVINGSTON, EDITH J.	F	10.84	9,0000	4255	653.14	9,300	3,313.92	
Active		MACARTHUR, CONNIE MARLENE	F	12.73	1,0000	0	0	1,398	578.58	
Active		MACDERMID, LYNN C.	F	26.42	6,0000	0	0	7,612	2,490.11	
Active		MACDONALD, CLARA	F	24.8	9,0000	5034	796.6	7,532	2,709.72	
Active		MACDONALD, CORINNE A.	F	11.42	6,0000	0	0	6,105	1,986.56	
Active		MACDONALD, NANCY JEAN	F	16.33	9,0000	4965	785.54	7,240	2,598.21	
Active		MACKAY, ADELE R.	F	6.37	8,3333	3080	396.32	6,777	2,515.28	
Active		MACLEAN, DARLA A.	F	47.33	9,0000	4932	773.24	7,325	2,646.94	
Active		MACLENNAN, ANN D.	F	21.27	8,0000	2081	337.24	4,381	1,536.16	
Active		MACQUARRIE, FLORENCE LINDA	F	10.15	9,0000	5459	839.6	8,800	3,193.64	
Active		MANUEL, DONNA A.	F	14.34	9,0000	4869	762.57	7,415	2,670.70	
Pensioner		MCLEAN, DELTHIA A.	F	33.27	9,0000	N/A	795.56	N/A	2,022.23	
Active		MCMULLIN, JOANNE M.	F	6.35	4,0000	0	0	3,754	1,371.49	
Active		MELANSON, AUDREY M.	F	6.89	5,0000	0	0	5,566	1,877.68	
Active		MORTON, BONNIE LAVERNE	F	9.25	3,0000	0	0	3,488	1,336.40	
Active		PARSONS, IAN	M	2.16	2,0833	0	0	2,712	1,078.51	
Active		ROBLEY, ANN	F	9.33	9,0000	3293	550.54	5,583	1,968.75	
Active		ROY, LILLIAN DIANE	F	20.42	6,0000	0	0	7,486	2,450.42	
Active		SLAUNWHITE, ETHEL	F	7.74	2,0000	0	0	1,864	741.22	
Active		THOMPSON, CHARLENE F.	F	5.49	4,3333	0	0	1,799	637.45	
Active		THOMPSON, JULIANN, F.	F	5.68	3,0000	0	0	1,883	716.98	
Active		TOOLE, RUTH A.	F	13.25	9,0000	3673	614.71	5,702	2,042.28	
Active		WARNER, HEATHER A.	F	37.63	9,0000	5024	789.04	7,445	2,688.31	
Inactive		GRANT, KATHLEEN D.	F	6.34	4,0000	277	52.78	2,350	705.30	
Inactive		WATTERS, KELLY	F	10.67	0.6667	0	0	1,203	497.87	

APPENDIX B - PENSION PLANS OF THE CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

An Employee who, on December 31, 1998, was a member of the Canadian Union of Public Employees (CUPE), and a member of one of the following Prior Plans:

- The Pension Plan for the Employees of Colchester-East Hants District School Board (the CEH Plan); or
- The Pension Plan for the Employees of Cumberland District School Board (the CDSB Plan); or
- The Chignecto-Central Regional School Board CUPE Pension Plan (the CCRSB CUPE Plan),

shall become a Member of this Plan as of January 1, 1999, provided such member continued to meet the applicable definition of Employee on January 1, 1999. For each such Member:

- Any period of the Member's continuous service or membership in a Prior Plan shall be included as Continuous Service or membership under this Plan, as the case may be. In particular, total Continuous Service and membership must be used to determine eligibility for vesting and ancillary benefits under this Plan.
- Benefits for service prior to January 1, 1999 will be transferred from the Prior Plan to this Plan, along with the corresponding assets as detailed in the applicable merger report. Such merger report must be approved by the Nova Scotia Superintendent of Pensions before any transfer of assets is made.
- Benefits accrued prior to January 1, 1999 are fully vested as at January 1, 1999.
- Benefits accrued for service on or after January 1, 1999 will vest in accordance with the rules of this Plan.
- All Benefits are subject to the locking-in requirements of this Plan.

- That part of the total assets transferred in respect of a Member which represents the accumulated value of member required contributions will be included as Member required contributions under this Plan.

The following additional requirements apply to former members of the CEH Plan and the CDSB Plan:

- Such Members will be subject to the Defined Benefit Provisions with effect from January 1, 1999.
- Each such Member will have the option of transferring their assets from the Prior Plan to this Plan under either the Defined Benefit Provisions or the Defined Contribution Provisions.
- For Members transferring under the Defined Benefit Provisions, Credited Service prior to January 1, 1999 will be determined on an actuarial basis. The actuarial basis shall be derived from the most recent actuarial valuation report.
- For Members transferring under the Defined Benefit Provisions, if the assets transferred from the Prior Plan in respect of a Member are not sufficient to purchase all the years of pre-1999 Continuous Service available as Credited Service, a period of 90 days will be allowed for such Member to elect to purchase additional years of Continuous Service to increase Credited Service.
- For Members transferring under the Defined Benefit Provisions, if the assets transferred from the Prior Plan in respect of a Member are more than sufficient to purchase all the years of Continuous Service available, the excess will be credited to the Member's Locked-In Account.
- For Members transferring under the Defined Contribution Provisions, pre-1999 Credited Service will be nil. For each such Member, the difference between the total transferred assets and those allocated to the Required Account will be allocated to the Employer Account.

The following additional requirements apply to former members of the CCRSB CUPE Plan:

- Such Members will be subject to the Defined Benefit Provisions with effect from January 1, 1999.
- Credited Service prior to January 1, 1999 will be determined as the amount of service that can be purchased by the total lump sum amount transferred from the Prior Plan in accordance with the applicable transfer report.
- The cost for each year of Credited Service shall be determined on an actuarial basis.
- Benefits payable on retirement from the Plan with respect to Credited Service prior to January 1, 1999 must be at least equal to the pre-1999 benefits payable under the terms of the Prior Plan.
- Such minimum pre-1999 accrued benefits are shown in the applicable transfer report, and consist of 2.0% career average benefits, updated to 1996.
- For each month that retirement precedes age 65, the minimum benefit will be reduced by: 0.5% per month for up to 60 months, and .333% per month between 60 and 120 months.
- If the assets transferred from the Prior Plan in respect of a Member are not sufficient to purchase all the years of pre-1999 Continuous Service available as Credited Service, a period of 90 days will be allowed for such Member to elect to purchase additional years of Continuous Service to increase Credited Service.
- If the assets transferred from the Prior Plan in respect of a Member are more than sufficient to purchase all the years of Continuous Service available, the excess will be credited to the Member's Locked-In Account.

**APPENDIX C - CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD -
ORDER IN COUNCIL 2000-410**

Order In Council 2000-410 applies to all Members of this Plan who are Employees of the Chignecto-Central Regional School Board, but are not members of the Canadian Union of Public Employees (CUPE).

Effective January 1, 2000, all such Members are deemed to be persons employed in the public service of the Province of Nova Scotia for all purposes of the Public Service Superannuation Act.

Accordingly they ceased to be active members of this Plan, and became active members of the Public Service Superannuation Plan (PSSA Plan) on January 1, 2000. Therefore:

- Any and all contributions made to the Plan in respect of service on or after January 1, 2000 for said members were made in error. Accordingly the misdirected contributions shall be transferred to the PSSA with interest credited based on the Investment Income of the Trust Fund. The Employee portion of these contributions will be credited Interest. The transfer of contributions will not be made without the prior approval of the Superintendent of Pensions.
- A Member may elect to transfer the Commuted Value of benefits accrued to December 31, 1999 to the PSSA Plan, in accordance with the applicable Transfer Report. The Commuted Value will be used to purchase credited service in the PSSA Plan, in accordance with the applicable policy of the Province of Nova Scotia. No transfer of assets will be made from the Plan without the prior approval of the Superintendent of Pensions.
- An affected Member may also choose to leave the accrued benefits in this Plan.
- Any period of the Member's continuous service or membership in the PSSA Plan on or after January 1, 2000 shall be included as Continuous Service or membership under this Plan, as the case may be. In particular, total Continuous Service and membership must be used to determine eligibility for vesting and ancillary benefits under this Plan.

- Benefits accrued prior to January 1, 2000 are fully vested as at January 1, 2000.
- That part of the total assets transferred in respect of a Member which represents the accumulated value of Member required contributions will be included as member required contributions under the PSSA Plan

APPENDIX D - CLASSES OF EMPLOYMENT DESIGNATED BY THE EMPLOYER

The following classes of employment as designated by the Employer as being eligible to participate in the Plan:

- Annapolis Valley Regional School Board employees who are members of the Canadian Union of Public Employees (CUPE), members of the Nova Scotia Government Employees Union (NSGEU), or who are non-union employees;
- Chignecto Central Regional School Board employees who are members of the Canada Union of Public Employees (CUPE);
- Conseil scolaire acadien provincial employees who are: members of the Canada Union of Public Employees (CUPE), members of the Nova Scotia Government Employees Union (NSGEU) or who are non-union employees;
- Staff of the NSSBA who are non-union employees;
- Tri-County Regional School Board employees who are members of the Canadian Union of Public Employees (CUPE), members of the Nova Scotia Government Employees Union (NSGEU), members of the Service Employees International Union (SEIU), or who are non-union employees;
- South Shore Regional School Board employees who are members of the Canadian Union of Public Employees (CUPE), members of the Nova Scotia Government Employees Union (NSGEU), or who are non-union employees; and
- Strait Regional School Board employees who are members of the Canada Union of Public Employees (CUPE).

APPENDIX E - PURCHASE OF ELIGIBLE PAST SERVICE DEFINED BENEFIT PROVISIONS

1. A Member, who participates in the Defined Benefit Provisions of the Plan, may elect to purchase Continuous Service which is not Credited Service or service while participating under the Defined Contribution Provisions of the Plan, in accordance with the Income Tax Act and Regulations thereunder. Current Members of the Plan shall have a two-year period commencing from April 1, 2004 in which to elect and commence purchasing “past service”. Employees of employers who become Participating School Boards after April 1, 2004 shall have a two-year period in which to elect and commence purchasing “past service” from the date the employer became a Participating School Board.

Each Member who elects to purchase “past service” shall have a “past service” defined benefit, for Continuous Service which is not Credited Service or service while participating under the Defined Contribution Provisions of the Plan, calculated by applying the defined benefit formula to such service. The Plan’s Actuary shall determine the commuted value of this “past service” defined benefit to be credited to the Member at the end of the month that the election is received. The actuarial basis used to calculate the commuted value of the benefits to be provided are to be derived from the most recent actuarial valuation report filed under the Act. Any revisions to the actuarial assumptions will become effective on the January 1 of the year following the year that the new valuation report is filed with the regulatory authorities. However, the commuted value of the defined benefits so calculated shall not exceed the cost calculated by using the assumptions as dictated by the Canadian Institute of Actuaries Recommendations for the Computation of Transfer Values from Registered Plans.

2. A Member may elect to purchase all or a portion of the “past service” identified in Section 1 above. The Member may elect to contribute the amount required to purchase the “past service” either as a one-time payment or with periodic payments that extend over the earliest of a period equal to the years of “past service” being purchased, five years or age sixty. The interest rate to determine

- the amount of the periodic payments required to purchase the “past service” will be the interest rate used to calculate the commuted value of the “past service”. A Member shall have 60 days from the date of termination of membership in the Plan to pay any outstanding amounts required for the “past service” to be purchased in full. The “past service” being purchased with periodic payments shall be prorated if not paid in full by the date of termination, death or retirement.
3. The amount contributed by the Member to purchase the “past service” shall be held in the Trust Fund and accumulated with Interest. If monies locked-in under the Act are used to purchase some or all of the “past service”, the monies shall retain locked-in status. Non-locked-in monies shall not become locked-in.
 4. A Member who elects to purchase “past service” shall further elect to have the commuted value of the “past service” pension calculated based on Normal Retirement Date or a date prior to age 60 if they would qualify for an Optional Retirement Date. In the event that a Member retires prior to the date selected for retirement with the “past service” pension, the “past service” pension will be actuarially reduced.

APPENDIX F - DEFINED CONTRIBUTION PROVISIONS

The following outlines the provisions of the participating Employee Classes of the Defined Contribution Provision of the Pension Plan for the Non-Teaching Employees of the School Boards of Nova Scotia.

Division 001 – Chignecto-Central Regional School Board.

Frozen group no new enrollments or active contributions – all past continuous service has been recognized as per Appendix B. The Accounts represent excess assets are held within the members Locked-In Account within the Defined Contribution Plan.

Division 002 – Annapolis Valley Regional School Board.

New offering to members from a prior Board that did not have a prior pension plan. Frozen group – no new enrollments.

Effective Date: *September 1, 2006*

Contribution Rate: *5% Employee matched equally by the Employer.*

Eligibility: *Immediate. All continuous service prior to the effective date has been recognized for eligibility and vesting purposes.*

Division 003 – Tri-County Regional School Board (SEIU).

New offering to SEIU members from the Board that did not have a prior pension plan.

Effective Date: *October 1, 2006*

Contribution Rate: *5% Employee matched equally by the Employer.*

Eligibility: *The first of the month coincident with or next following the completion of 6 months of continuous service. All continuous service prior to the effective date has been recognized for eligibility and vesting purposes.*

**APPENDIX G - PENSION PLAN FOR THE EMPLOYEES OF
ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD**

An Employee of Annapolis Valley Regional School Board, who was a member of the Pension Plan for the Employees of Annapolis Valley Regional School Board (the Prior Plan), and identified as a permissible Class of Employee within Appendix D, shall become a member of the Pension Plan for the Non-Teaching Employees of the School Boards of Nova Scotia (this Plan) as follows:

- An Employee who, on January 31, 2000, was a member of the Canadian Union of Public Employees (CUPE) shall be given the option to join this Plan. An Employee who exercises the option shall become a member of the Plan effective February 1, 2000.
- An Employee who, on July 31, 2004, was a member of the non-union staff, shall become a member of this Plan effective August 1, 2004.
- An Employee who, on August 31, 2004, was a member of the Nova Scotia Government Employees Union (NSGEU) shall become a member of this Plan effective September 1, 2004.

For each such member:

- Any period of the Member's continuous service or membership in the Prior Plan shall be included as Continuous Service or membership under this Plan, as the case may be. In particular, total Continuous Service and membership must be used to determine eligibility for vesting and ancillary benefits under this Plan.
- Benefits for service prior to the effective dates above, will be, at the option of the member, transferred from the Prior Plan to this Plan, along with the corresponding assets as detailed in the applicable merger report. Prior to any transfer of assets, the merger report must be approved by the Nova Scotia Superintendent of Pensions.

- Benefits accrued prior to effective dates above are fully vested as at each respective effective date.
- Benefits accrued for service on or after the respective effective dates, will vest in accordance with the rules of this Plan.
- All Benefits are subject to the locking-in requirements of this Plan.
- That part of the total assets transferred in respect of a Member which represents the accumulated value of member required contributions will be included as Member required contributions under this Plan.
- Each such Member will have the option of transferring their assets from the Prior Plan to this Plan under either the Defined Benefit Provisions or the Defined Contribution Provisions.
- Such Members will be subject to the Defined Benefit Provisions with effect from the respective effective date.
- For Members transferring under the Defined Benefit Provisions, Credited Service prior to the respective effective date will be determined on an actuarial basis. The actuarial basis shall be derived from the most recent actuarial valuation report.
- For Members transferring under the Defined Benefit Provisions, if the assets transferred from the Prior Plan in respect of a Member are not sufficient to purchase all the years of pre-effective date Continuous Service available as Credited Service, a period of 90 days will be allowed for such Member to elect to purchase additional years of Continuous Service to increase Credited Service.
- For Members transferring under the Defined Benefit Provisions, if the assets transferred from the Prior Plan in respect of a Member are more than sufficient to purchase all the years of Continuous Service available, the excess will be credited to the Member's Locked-In Account.

- For Members transferring under the Defined Contribution Provisions, pre-effective date Credited Service will be nil. For each such Member, the difference between the total transferred assets and those allocated to the Required Account will be allocated to the Employer Account.

Resolution

Amendment 2010-01

The Pension Plan for the Non-Teaching Employees of the School Boards of Nova Scotia

WHEREAS the Nova Scotia School Boards Association (the “Association”) maintains the Pension Plan for the Non-Teaching Employees of the School Boards of Nova Scotia (the “Plan”); and

AND WHEREAS under subsection 13.1 of the Plan, the Board of Directors of the Nova Scotia School Boards Association (hereinafter referred to as the “Board”) has the right to amend the Plan, either in whole or in part at any time;

AND WHEREAS the Board wants to amend the Member contribution rates effective August 1, 2010 and March 1, 2011;

AND WHEREAS the Board wants to change the latest retirement age from age 69 to age 71 effective March 1, 2011;

NOW THEREFORE take notice that:

- 1) Subsection 4.1, “Required Contributions by the Member”, is amended by adding the following at the beginning of the Subsection:

Effective March 1, 2011, each member shall contribute, by regular payroll deduction, to the Plan, 7.50% of his Earnings up to the YMPE for the current year and 10.0% of Earnings in excess of the YMPE for the current year while a member.

Effective August 1, 2010, each Member shall contribute, by regular payroll deduction, to the Plan, 9.0% of his Earnings while a Member.

- 2) Subsection 5.4, Postponed Retirement Date:, is amended by replacing “69 years of age” with “71 years of age”.

I, **Kenneth R. Meech, Executive Director**, of the Nova Scotia School Boards Association, do hereby confirm that the foregoing is a true and complete copy of the resolution.

Signature

Date