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N.S. Reg. 87/99

Made: August 20, 1999

Filed: September 8, 1999

Ministerial Order re Quarterdeck Restaurant and Cottages
Incorporated and Douglas Fowler

Order dated August 20, 1999
made under subsection 125(1) of the
Environment Act

99-3

IN THE MATTER OF Chapter 1 of the Statutes of Nova Scotia 1994-95, the
Environment Act (the "*Act*")

- and -

IN THE MATTER OF a Ministerial Order issued pursuant to the provisions
of the said *Act* to **QUARTERDECK RESTAURANT AND COTTAGES
INCORPORATED**, a body corporate, and **DOUGLAS FOWLER** of
Liverpool, in the County of Queens, Province of Nova Scotia

MINISTERIAL ORDER

I. **WHEREAS** Quarterdeck Restaurant and Cottages Incorporated and
Douglas Fowler own, occupy, operate or are responsible for the operation of a plant,
structure, facility, undertaking or thing, to wit: a restaurant and condominium
complex which is located at or near Summerville Beach, in the County of Queens,
Province of Nova Scotia;

II. **AND WHEREAS** the Minister of the Environment believes on reasonable
and probable grounds that the persons named in this Ministerial Order have
contravened the *Environment Act* and the *Well Construction Regulations*, to wit:

Environment Act

- (a) **Section 67(2)** - permitting a release that may cause a significant adverse
effect,
- (b) **Section 71** - duty to take remedial action where the release of a substance
may cause an adverse effect,
- (c) **Section 118(b)** - duty of the owner/occupier of any place to furnish all
information (pump test results) relative to the exercising of an inspector's
powers and the carrying out those duties that the inspector may reasonably
require,

Well Construction Regulations

- (d) **Section 26(1)** - duty to construct a well in such a manner that it does not pose an environmental hazard,
- (e) **Section 26(2)** - duty to maintain a well in such a state that it does not pose a safety or environmental hazard,
- (f) **Section 45** - requirement for a seventy-two hour pump test,

III. **AND WHEREAS** the Minister is of the opinion that it is in the public interest to do all things and take all steps necessary to comply with the *Environment Act* or to repair any injury or damage, or to control, eliminate or manage an adverse effect;

IT IS HEREBY ORDERED:

That pursuant to subsection 125(1) of the *Environment Act*, the persons named in this Ministerial Order shall, at their own cost, comply with the terms and conditions, including compliance times, set forth in Schedule "A" attached to and forming part of this Ministerial Order.

AND TAKE NOTICE if the persons to whom this Ministerial Order is directed fail to comply with the Ministerial Order, or any part thereof, the Minister, pursuant to Section 132(2) of the *Environment Act*, may take whatever action the Minister considers necessary to carry out the terms and conditions of the Ministerial Order and may recover any reasonable costs, expenses and charges incurred by the Minister pursuant to Section 132 of the *Environment Act*.

AND FURTHER TAKE NOTICE that the appeal provisions respecting the issuance of a Ministerial Order are more fully outlined in Section 138 of the *Environment Act*, including a 30 day time period from the date of the issuance of the Ministerial Order to file an appeal.

DATED at Halifax, in Halifax Regional Municipality, Province of Nova Scotia, this 20th day of August, 1999.

Signed: *Ron Russell*
The Honourable Ronald S. Russell, C.D.
Minister of the Environment

SCHEDULE "A"
TERMS AND CONDITIONS

Quarterdeck Restaurant & Cottages Incorporated & Douglas Fowler

1. **72 Hour Pump Test**

On or before **September 30, 1999**, the persons named in this Ministerial Order shall have a licence[d] well driller and/or licenced pump installer perform a 72 hour pump test on the drilled wells servicing the restaurant and condominium complex and shall forthwith submit the results to the undersigned contact person.

2. **24 Hours Notice**

The persons named in this Ministerial [Order] shall give the contact person at least 24 hours written or faxed notice before the pump test begins to enable staff from the Nova Scotia Department of the Environment to be present.

3. **Monitoring Wells**

Monitoring wells are to be established in the drilled well owned or claimed by Mrs. Ernest Pierce and/or Marsha Harding and at such other locations required by the contact person.

4. **Extension of Time**

If the persons named in this Ministerial Order submit a written request to the Nova Scotia Department of Environment for an extension of time, together with reasons for the extension, the Minister or the contact person may grant the request in writing.

5. **Contact Person**

Unless otherwise notified in writing by the Minister, the contact person in the Nova Scotia Department of Environment is:

Robert MacIntosh
Nova Scotia Department of Environment
Central Region Office
Suite 224, 1595 Bedford Highway
Bedford, Nova Scotia B4A 3Y4
Tel: (902) 424-3859
Fax: (902) 424-0597

N.S. Reg. 88/99
Made: March 31, 1999
Filed: September 8, 1999
Teachers' Pension Plan Regulations

Order dated March 31, 1999
made under Section 20 of the
Teachers' Pension Act

Teachers' Pension Plan Regulations

Pursuant to the authority provided in the Teachers' Pension Act, Chapter 26 of the Acts of 1998, the Minister of Finance (the Minister) and the Nova Scotia Teachers' Union (the Union) hereby made the Teachers' Pension Plan Regulations, in the form attached hereto as "Schedule A" and "Schedule B", effective on, from and after March 31, 1999.

Signed and sealed in the presence of)	Her Majesty the Queen in Right
)	of the Province of Nova Scotia
)	
)	Signed: <i>Don Downe</i>
Signed: <i>Bernard G. Smith</i>)	Minister of Finance
)	
)	Nova Scotia Teachers' Union
)	
)	Signed: <i>D. G. MacIntyre</i>
)	President
)	
)	Signed: <i>E. O. Tubrett</i>
)	Executive Director (Acting)

SCHEDULE "A"

Regulations Respecting a Pension Plan for Teachers of Nova Scotia
made by the Minister and the Union pursuant to Chapter 26 of the Acts of 1998,
the Teachers' Pension Act

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PART I - INTERPRETATION

Interpretation

- 1 (1) These regulations may be cited as the “*Teachers’ Pension Plan Regulations*”.
- (2) The purpose of the Teachers’ Pension Plan is to provide eligible members with a service pension on retirement or a disability pension on becoming disabled, and to provide a survivor pension to eligible survivors on the death of a member or pensioner who was a former member, in accordance with the regulations of the Plan.
- (3) The Plan was established effective August 1, 1949 and has been amended from time to time.
- (4) Regulations that specify compliance with the *Income Tax Act* (Canada) are effective January 1, 1992.
- (5) Benefits payable to members who retired, terminated employment, or died, prior to the passage of these regulations shall be based on the Plan in place at the time of the event unless the regulations provide otherwise.

Definitions

- 2 (1) Words conveying the masculine include the feminine and words conveying the singular include the plural, and vice-versa, as the context requires.
- (2) In these regulations,

- (a) “absent from duty” means, with respect to a teacher, that the teacher is not performing any duties for, or being paid by, a participating employer, for a period commencing immediately after a continuous period of at least 150 days in a school year and the previous school year combined for which the teacher was performing duties for, and being paid by, a participating employer;
- (b) “actuarial equivalent” means an actuarially equal value computed at the rate of interest and using actuarial tables recommended by the actuary for purposes of the Plan, but the calculation of an actuarial equivalent value shall not differentiate on the basis of gender;
- (c) “actuarial deficit” means the amount by which the actuarial liabilities of the Plan exceed the assets of the Fund as stated from time to time in the actuarial valuation report of the actuary;
- (d) “actuarial surplus” means the amount by which the assets of the Fund exceed the actuarial liabilities of the Plan as stated from time to time in the actuarial valuation report of the actuary;
- (e) “actuary” means a person who is a Fellow of the Canadian Institute of Actuaries and who is either
 - (i) employed by the Plan administrator to provide actuarial services, or
 - (ii) is a member of a firm who is appointed by the Board to provide actuarial services;
- (f) “Board” means the Teachers' Pension Partners' Board that is established under an Agreement between the Province and the Union;
- (g) “Canada Pension Plan” means the pension plan that is established under the *Canada Pension Plan Act* (Canada) or the Quebec Pension Plan of the Province of Quebec;
- (h) “child,” unless the context otherwise requires, means a person who is the natural or adopted child of a member, or the natural or adopted child of a pensioner who is a former member, or who is a person to whom a deceased member, or a deceased pensioner who was a former member, stood *in loco parentis* at the time of the death of the member or the pensioner who was a former member;
- (i) “commuted value” means the amount of a lump sum actuarial equivalent of a deferred pension as determined in Section 28;
- (j) “deferred pension” means a service pension, payment of which is deferred until the first date that the member becomes eligible for commencement of a service pension pursuant to Part IV;

- (k) "dependant" means the father, mother, grandfather, grandmother, brother or sister, or child or grandchild of any age, of a member who, at the date of the death of the member, or the pensioner who was a former member, is dependent on the member or the pensioner for support due to a mental or physical disability;
- (l) "disability pension" means a monthly pension payable or paid under the Plan pursuant to Part VI;
- (m) "employed" means engaged by a participating employer in a teaching, supervisory, or other professional capacity relating to education;
- (n) "fiscal year" means the 12-month period beginning on January 1 and ending on December 31 of the same year;
- (o) "former member" means a person who has terminated employment with a participating employer and who has ceased participation and membership in the Plan;
- (p) "Fund" means the Nova Scotia Teachers' Pension Fund established by the *Teachers' Pension Act*;
- (q) "Governor in Council" means the Lieutenant Governor acting by and with the advice of the Executive Council of the Province;
- (r) "*Income Tax Act (Canada)*" means the *Income Tax Act*, R.S.C., 1995, c. 1 (5th supp.) and regulations;
- (s) "layoff" means that period during which a teacher, who has a permanent contract or a probationary contract as defined by the *Education Act*, and who is a member of the Plan, has been discharged for reasons other than just cause and shall include the period up to the date the member is re-employed by a participating employer;
- (t) "leave of absence" means a period during which the member is absent from duty that is approved by the participating employer and includes periods of maternity leave;
- (u) "medical consultant" means a medical doctor licensed to practice in Canada who is retained by the Plan administrator to provide medical advice on the granting of disability pensions;
- (v) "member" means a person who is required to participate in the Plan pursuant to Section 3 and includes a person who has pensionable service in the Plan for which the person has neither received a refund of contributions nor is receiving a service pension under the Plan;
- (w) "Minister" means the Minister of Finance;

- (x) "normal retirement date" means the last day of the month in which the member attains age 65 or, if the member so elects, the end of the school year in which the member attains age 65;
- (y) "participating employer" means any of:
 - (i) a school board as defined in the *Education Act*,
 - (ii) Atlantic Provinces Special Education Authority,
 - (iii) Nova Scotia Community College,
 - (iv) Collège de l'Acadie,
 - (v) Nova Scotia Teachers' Union, and
 - (vi) Canadian Teachers' Federation;
- (z) "pension" means any monthly pension paid or payable under the Plan;
- (aa) "Pension Benefits Act" means the *Pension Benefits Act* and regulations, R.S.N.S., 1989, Chapter 340;
- (ab) "pension fund" has the same meaning as Fund;
- (ac) "Pension Plan" means the Teachers' Pension Plan set out herein;
- (ad) "pensionable earnings" means all money paid by a participating employer to a member as remuneration but shall not include any additional payments received by the member for:
 - (i) teaching in evening classes,
 - (ii) teaching or supervision of teaching in summer schools conducted by participating employers,
 - (iii) instructing cadets,
 - (iv) teaching driver education,
 - (v) a travel-related allowance,
 - (vi) attending meetings, or
 - (vii) fees, bonuses, or payments for overtime, unused sick leave, or long service awards, or extra allowances or gratuities;
- (ae) "pensionable service" means the period or periods in respect of a member for which contributions have been made to the Fund, and shall include any periods established by the Plan as pensionable service, subject to the regulations of the *Income Tax Act* (Canada);
- (af) "pensioner" means a person receiving any pension from the Plan;

- (ag) “Plan administrator” means the Minister or a person appointed Plan administrator in accordance with subsection 11(2) of the Act;
- (ah) “Plan” has the same meaning as “Pension Plan”;
- (ai) “Province” means Her Majesty the Queen in right of the Province of Nova Scotia;
- (aj) "school year" means the period beginning on August 1 in a year and ending on July 31 of the following year;
- (ak) “service pension” means a monthly pension paid or payable under the Plan pursuant to Part V;
- (al) "spouse" means either of two persons of the same or opposite sex who
 - (i) are married to each other,
 - (ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity,
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the year immediately preceding the date of entitlement, or
 - (iv) are neither married to each other nor to another person and have cohabited in a conjugal relationship for three consecutive years immediately preceding the relevant time and are cohabiting in a conjugal relationship at the relevant time;
- (am) “survivor pension” means a monthly pension payable or paid from the Plan to an eligible spouse, child, or dependant on the death of a member or on the death of a pensioner who was a former member;
- (an) "teacher" has the same meaning as set out in subclause 3(aj)(i) of the *Education Act*, S.N.S., 1995-96, c. 1;
- (ao) “Union” means the Nova Scotia Teachers’ Union;
- (ap) “vested” means entitlement to a service pension based on the attainment of
 - (i) 10 years of pensionable service, for employment before January 1, 1988, or
 - (ii) 2 years of pensionable service, any part of which was for employment on and after January 1, 1988;

- (aq) "Y.M.P.E." means the Year's Maximum Pensionable Earnings as defined by the *Canada Pension Plan Act*.

PART II - PARTICIPATION IN THE PLAN

Eligibility for membership

- 3 (1)** A person who is a teacher as defined in subclause 3(aj)(i) of the *Education Act*
- (a) who is employed as defined in subclause 3(aj)(ii) of the *Education Act*; or
 - (b) who is employed by a participating employer,
- shall be a member of, and contribute to, the Plan.
- (2)** Despite subsection (1), a person receiving a service pension under the Plan who becomes re-employed by a participating employer and teaches less than 70 days in a school year shall not be a member of the Plan.
- (3)** Despite clause (1)(b), a person who is employed in a teaching capacity by the Atlantic Provinces Special Education Authority who holds a teacher's license issued by the Province of New Brunswick and who requests an exemption from the Plan by notice in writing to the Plan administrator, shall be exempted from participation in the Plan.
- (4)** A person
- (a) who becomes an employee of the Nova Scotia Community College in either the Faculty bargaining unit or the Professional Support bargaining unit after July 31, 1998; or
 - (b) who elected to remain in or to join the Teachers' Pension Plan pursuant to clauses 95(1)(b) and (c) of the *Community Colleges Act*,
- shall be a member of, and contribute to, the Plan.

Credit for pensionable service

- 4 (1)** A member shall be credited with the appropriate amount of pensionable service for each day or part day for which the member was employed and paid by a participating employer and for which the contributions required by the Plan were made.
- (2)** Despite subsection (1), no member shall accrue pensionable service of a period greater than 35 years.

- (3) Subject to the *Income Tax Act* (Canada), a member may be credited with pensionable service on purchase of pensionable service pursuant to Sections 31, 32, and 33 or on transfer of pensionable service from another pension plan under the terms of a reciprocal transfer agreement pursuant to Section 34.
- (4) (a) In computing the number of years for which a member was employed, a school year in which the member was employed for, or for which the member purchases, 195 days shall count as one school year.
- (b) Despite clause (a), a member who was employed for a number of days or part days totalling 175 or more in a school year shall receive credit for one school year.
- (5) Despite the provisions of this Section, no person shall receive credit for pensionable service under the Plan if the person is credited with pensionable service for the same period under any other registered pension plan.

PART III - CONTRIBUTIONS

Contribution rates

- 5 (1) Every employed member who is not exempt from participation in the Canada Pension Plan shall contribute to the Fund the sum of
- (a) 8.3% of the portion of the member's annual pensionable earnings that are equal to or less than the Y.M.P.E.; and
- (b) 9.9% of the portion of the member's annual pensionable earnings that are in excess of the Y.M.P.E.
- (2) Every employed member who is exempt from participation in the Canada Pension Plan shall contribute 9.9% of the member's annual pensionable earnings.
- (3) (a) The Minister shall match the contributions made by members employed by school boards, the Union or the Canadian Teachers' Federation.
- (b) Participating employers other than those in clause (a) shall match the contributions made by the members which they employ.
- (c) Matching contributions made to the Fund by the Minister pursuant to clause (a) and by participating employers pursuant to clause (b) shall be eligible contributions under the *Income Tax Act* (Canada).

General

- 6 (1) (a) Despite subsections 5(1) and (2), a member shall not contribute to the Fund after the member has

- (i) accumulated 35 years of pensionable service; or
 - (ii) attained age 69.
 - (b) Contributions made to the Fund by members shall not exceed the limits specified in regulations prescribed under the *Income Tax Act* (Canada).
 - (c) For greater certainty, a member who is enrolled in a deferred salary program or who is on a sabbatical leave shall make contributions based on the salary that would have been paid had the member been employed for the full school year corresponding to the leave period and on making such contributions the member shall be credited with pensionable service for the corresponding leave period.
- (2) The Minister shall remit the matching contributions referred to in clause 5(3)(a) to the Fund within 5 business days of receiving the request from the Plan administrator
- (3) All participating employers shall
- (a) deduct the contributions required by subsection 5(1) for each employed member from each payment of pensionable earnings paid by the participating employer to the member; and
 - (b) within 5 business days from the date of deduction, deposit the contributions referred to in clause (a) and the matching contributions required by clause 5(3)(b) to the account of the Fund or deliver the contributions to the Plan administrator who shall deposit the contributions to the Fund.
- (4) When a participating employer fails to remit the contributions referred to in subsection (3),
- (a) the Minister may deduct an amount equivalent to the total amount of those contributions from any amounts payable by the Province to the participating employer and the Minister shall deposit the amount to the Fund;
 - (b) interest shall be charged, as set out in Section 29;
 - (c) no credit for pensionable service shall be given under the Plan until unremitted member contributions and participating employer contributions are paid to the Fund.
- (5) A member for whom contributions have not been remitted by the participating employer may make the contributions directly to the Fund in accordance with the procedures established by the Plan administrator for that purpose.
- (6) No pensioner shall make contributions to the Fund.

- (7) Despite subsection (6), a member who is employed and who is receiving
- (a) a survivor pension pursuant to Part VII; or
 - (b) a service pension resulting from a court order splitting the service pension of the member's spouse on marriage breakdown,

shall contribute to the Fund in accordance with Section 5.

PART IV - RETIREMENT ELIGIBILITY

Normal retirement

- 7 A member whose interest in the Plan is vested is entitled to a service pension calculated in accordance with Section 12, payable in equal monthly installments effective on the first day of the month following the member's normal retirement date.

Postponed retirement

- 8 (1) A member employed after the normal retirement date shall contribute to the Fund until the termination of that employment or until the member attains age 69, whichever occurs first.
- (2) Payment of a service pension to a member to whom subsection (1) applies shall commence not later than December 31 of the year in which the employment terminates or the member attains age 69.

Retirement eligibility criteria

Unreduced service pension

- 9 (1) A member may elect to retire with an unreduced service pension before the normal retirement date where the member
- (a) has 35 or more years of pensionable service;
 - (b) is age 60 and has at least 10 years of pensionable service;
 - (c) is age 55, and the member's age and years of pensionable service equal at least 85.

Reduced service pension

- (2) A member may elect to retire with a reduced service pension where the member
- (a) is age 55 and has at least 20 years of pensionable service, and in such case the service pension shall be reduced by
 - (i) 0.4% for each complete month of the first 24 months, and
 - (ii) 0.3% for each complete month beyond 24 months,
- by which the commencement date of the reduced service pension precedes the earliest date when an unreduced service pension would be otherwise payable;

- (b) is age 55, and has 10 years, but not 20 or more years, of pensionable service, and in such case, the reduced service pension shall be calculated as the actuarial equivalent of the unreduced service pension otherwise payable at age 60, with the reduction being no less than 0.25% per month for each month that the early retirement date precedes the date when age 60 would be attained;
- (c) was employed on or after January 1, 1988, is age 55 and has 2 years, but not 10 or more years, of pensionable service, and in such case the reduced service pension shall be calculated as the actuarial equivalent of the unreduced service pension otherwise payable at the normal retirement date, with the reduction being no less than 0.25% per month for each month that the early retirement date precedes the normal retirement date.

PART V - SERVICE PENSIONS

General

- 10** (1) No member shall receive more than one service pension for the same pensionable service accrued by the member under the Plan.
- (2) No member shall be eligible to receive a service pension while in receipt of a disability pension under the Plan.
- 11** (1) A pensioner who receives a service pension and who subsequently becomes employed for 70 days or more in a school year shall notify the Plan administrator immediately.
- (2) The service pension of a pensioner who is employed 70 days or more in one school year shall cease effective on the 70th day of the employment and shall be resumed without adjustment when
- (a) the pensioner ceases to be employed; and
 - (b) the total period of employment is less than 1 school year.
- (3) When a pensioner becomes employed and accrues 1 or more years of pensionable service and subsequently ceases employment, the pensioner shall make application for a new service pension to the Plan administrator.
- (4) For greater certainty, no pensioner who becomes employed while in receipt of a service pension under the Plan shall receive credit for pensionable service
- (a) for the first 70 days of employment in a school year; or
 - (b) for any period in respect of the period of employment if the pensioner has already earned the maximum pensionable service under the Plan.

Pension calculation

- 12 (1)** An unreduced service pension payable pursuant to Section 9(1) to a member who is less than age 65 at commencement of the unreduced service pension shall be the sum of
- (a) (i) 1.3% of the average of the member's best 5 years of annualized pensionable earnings up to the average of the Y.M.P.E. for the same 5 years plus 2% of the average of the member's best 5 years of annualized pensionable earnings that are in excess of the average of the Y.M.P.E. for the same 5 years, the sum of which is multiplied by the number of years of pensionable service that are also pensionable under the Canada Pension Plan, plus
 - (ii) 2% of the average of the member's best 5 years of annualized pensionable earnings multiplied by the number of years of pensionable service that are not pensionable under the Canada Pension Plan;
- and
- (b) a bridge benefit payable from commencement of the unreduced service pension until attainment of age 65, calculated as 0.7% of the average of the member's best 5 years of annualized pensionable earnings up to the average of the Y.M.P.E. for the same 5 years.
- (2)** A service pension payable to a member who is age 65 or greater shall be calculated as set out in clause 12(1)(a).
- (3)** For greater certainty,
- (a) if a member's total pensionable service includes pensionable service earned prior to January 1, 1966, all of the years of pensionable [service] prior to January 1, 1966 shall be counted for the purposes of subclause 12(1)(a)(ii); and
 - (b) the total amount of the bridge benefit paid pursuant to clause 12(b) that shall cease at age 65 shall include the total of accumulated indexing amounts applied to the bridge benefit during the period of payment of the bridge benefit; and
 - (c) where a member has less than 5 years of annualized pensionable earnings, the average annualized pensionable earnings shall be the average of the actual number of years of annualized earnings.

Maximum service pension

- 13** Despite any other provision of the Plan, no service pension shall be payable in an amount that exceeds the maximum permitted for that service pension by the *Income Tax Act* (Canada).

PART VI - DISABILITY PENSIONS

Partial disability pension

14 Every member who, while employed, becomes mentally or physically incapacitated to a degree that renders the member incapable of being further employed shall, subject to Section 17, be entitled to a partial disability pension during the member's lifetime.

Total disability pension

15 (1) Every member who, while employed, becomes mentally or physically incapacitated to a degree that renders the member incapable of earning a livelihood by engaging in any employment for which the member is reasonably suited by education, training or experience, shall, subject to Section 17, be entitled to a total disability pension during the member's lifetime.

(2) Despite subsection 15(1), no total disability pension shall be granted on an unreduced basis unless the disability is total and permanent as defined by the *Income Tax Act* (Canada).

Calculation of disability pension

16 (1) The partial disability pension paid pursuant to Section 14 shall be calculated pursuant to the eligibility criteria for a service pension set out in Section 9 and the service pension calculation set out in Section 12, minus the greater of

- (a)** 17% of the amount so calculated; and
- (b)** 0.25% for each month from the date the partial disability pension is effective to the earliest date at which the member would otherwise be eligible for an unreduced service pension pursuant to subsection 9(1).

(2) The total disability pension paid pursuant to subsections 15(1) and (2) shall be calculated in the manner set out in Sections 9 and 12.

Rules and procedures

17 (1) No application for a disability pension shall be received by the Plan administrator unless made within 2 years from the date that the member last contributed to the Plan.

(2) Despite subsection (1), if the applicant is, in the opinion of the medical consultant, mentally incapacitated the Plan administrator may extend the period for receiving an application for a disability pension.

(3) An application for a disability pension shall not be considered for approval unless the Plan administrator receives

- (a)** a report on the applicant from a medical doctor licensed to practice in Canada certifying that the applicant became mentally or physically incapacitated while employed and specifying the medical diagnosis of, and the prognosis for, the incapacitation; and

- (b) a report from the medical consultant advising the Plan administrator as to the course of action the medical consultant considers appropriate with respect to the granting of a disability pension to the applicant.
- (4)
 - (a) The Plan administrator may request any information, in addition to the reports specified in subsection (3), as the Plan administrator requires to substantiate an application for, or the continuance of, a disability pension.
 - (b) If a person fails to provide the information required by the Plan administrator under clause (3)(a), delays in commencement, or suspension of payment of a disability pension, as the case may be, may result.
- (5)
 - (a) Despite Section 14, a pensioner who is receiving a partial disability pension shall become ineligible to continue to receive a partial disability pension on becoming engaged in any teaching activity in an educational institution for which remuneration is received and payment of the partial disability pension shall cease, effective on the date such teaching activity commenced.
 - (b) Despite Section 15, a pensioner who is receiving a total disability pension shall be ineligible to continue to receive a total disability pension on becoming engaged in any activity from which the pensioner earns a livelihood and the total disability pension shall cease, effective on the date such activity commenced.
 - (c) A pensioner who is receiving a disability pension and who becomes engaged in the activities specified in either clause (a) or (b), as the case may be, shall inform the Plan administrator immediately in writing, providing the details of, and the remuneration related to, the activity in which the pensioner is engaged.
 - (d) Failure to inform the Plan administrator in the manner specified in clause (c) may result in the loss of current and future disability pension entitlement under the Plan.
 - (e) On receiving the information specified in clause (c), the Plan administrator shall confirm the eligibility status of the pensioner and, if the Plan administrator decides that the pensioner is ineligible to continue to receive a disability pension, the Plan administrator shall cease payment of the disability pension and shall recover from the pensioner any ineligible payments made to the pensioner.
 - (f) A person who ceases the activity specified in either clause (a) or (b) and who subsequently applies for a disability pension shall be treated as a new applicant for a disability pension.

- (g) A person who received a disability pension that ceased pursuant to this Section, and who terminated employment with a participating employer and membership in the Plan, and who is consequently entitled to receive either a service pension or a refund under the Plan shall, pursuant to clause (e), reimburse the Plan for any ineligible disability pension payments the person received and the Plan administrator shall effect this reimbursement by reducing the service pension or refund by the amount of the unpaid reimbursement.
- (6) For greater certainty, no member shall receive more than one type of disability pension under the Plan at the same time.

PART VII - SURVIVOR PENSIONS AND OTHER DEATH BENEFITS

General

18 (1) In accordance with the *Income Tax Act* (Canada),

- (a) the maximum survivor pension payable from the Plan to an individual beneficiary shall not exceed 66.667% of the service pension of a deceased member, or a deceased pensioner who was a former member, as the case may be; and
 - (b) the sum of all survivor pensions paid from the Plan as a result of the death of a member, or of a pensioner who was a former member, shall not exceed 100% of the service pension entitlement of the deceased member, or of the deceased pensioner who was a former member, as the case may be.
- (2)** (a) No spouse shall be entitled to a survivor pension if,
- (i) with respect to spouses who are married, the marriage took place after the pensioner's retirement but less than 3 years before the pensioner died, or
 - (ii) with respect to spouses who have cohabited in a conjugal relationship, the relationship began less than 3 years before the pensioner's death.
- (b) In determining if the 3-year requirement contained in subclauses (3)(a)(i) and (ii) has been met, a period of cohabitation in a conjugal relationship may be added to a period of legal marriage that immediately follows the period of cohabitation in a conjugal relationship.
- (3)** A child who is receiving a survivor pension while in full time attendance at an educational institution approved by the Plan administrator shall annually submit evidence of that attendance to the Plan administrator, in the form requested by the Plan administrator.

Calculation of Survivor Pension

- 19 (1)** On the death of a member whose interest is vested, the survivor pension payable to a spouse, child or dependant shall be based on the sum of
- (a) the service pension as calculated under clauses 12(1)(a) and (b) for that portion of the deceased member's pensionable service earned before January 1, 1992; and
 - (b) the service pension as calculated under clause 12(1)(a) for that portion of the deceased member's pensionable service earned on and after January 1, 1992.
- (2)** Where a pensioner who was a former member dies prior to age 65, the amount of a survivor pension payable to a spouse, child or dependant shall be based on the amount of the service pension in payment at the time of the deceased pensioner's death and, on the date when the deceased pensioner would have reached age 65, the amount of the survivor pension shall be adjusted to reflect the removal of the portion of the bridge benefit provided under clause 12(1)(b) from the deceased former member's earned pension in respect of service on and after January 1, 1992.
- (3)** Where a pensioner who was a former member dies on or after reaching age 65, a survivor pension payable to a spouse, child or dependant shall be based on the service pension in payment at the date of the death of the pensioner.

Death of a member not vested

- 20** On the death of a member whose interest is not vested, the contributions made to the Fund by the deceased member, with interest as specified in Section 29, shall be paid in a lump sum, less any applicable income tax, to
- (a) the deceased member's spouse as of the date of death; or
 - (b) where the deceased member had no spouse as of the date of death, to the estate of the deceased member.

Death of a vested member or a pensioner**Survivor pension to a spouse**

- 21 (1)** Subject to subsection 18(2), on the death of a member whose interest is vested or of a pensioner who was a former member, a survivor pension shall be paid to the spouse during the lifetime of the spouse, in an amount equal to 60% of either
- (a) the service pension to which the deceased vested member would have been entitled under Part V if a service pension had been granted on the date of death; or
 - (b) the service pension in pay immediately before the death of the pensioner;
- adjusted, where applicable, to reflect the requirements of Section 19.

- (2) Despite subsection (1), if the service pension entitlement of the deceased member, or the service pension of the deceased pensioner who was a former member, was related to pensionable service earned entirely before January 1, 1988, “50%” shall be substituted for “60%” where it appears in subsection 21(1).

Survivor pension to children

- (3) On the death of a vested member or a pensioner who was former member, a survivor pension shall be paid to each child of the member in an amount equal to 10% of either
- (a) the service pension that the deceased vested member would have been entitled to if a service pension had been granted on the date of death; or
 - (b) the service pension in pay immediately before the death of a pensioner;
- adjusted, where applicable, to reflect the requirements of Section 19.
- (4) A survivor pension payable pursuant to subsection (3) shall be paid to a child
- (a) under age 18, until the end of the month of the earlier of
 - (i) the child reaching age 18, and
 - (ii) the death of the child;
 - (b) age 18 or over and having commenced full-time attendance at an educational institution approved by the Plan administrator by the later of the date of death of the former member and the end of the calendar year in which the child attains age 18, until the end of the month in which occurs the earliest of
 - (i) the child attaining age 25,
 - (ii) the date the child ceases full-time attendance at the approved educational institution, and
 - (iii) the death of the child.
- (5) Despite subsection 21(3), if the number of surviving children exceeds 4 at the date of death of the member or of the pensioner who was a former member, the survivor pension payable to each surviving child who meets the eligibility requirements of clauses 21(4)(a) or (b) shall be a prorated portion of 40% of the whole service pension related to the deceased member or to the deceased pensioner who was a former member, and as each child’s survivor pension ceases as a result of the eligibility requirements of clauses 21(4)(a) and (b), the survivor pension payable to

the remaining eligible children shall again be prorated among them, subject always to a maximum survivor pension of 10% of the service pension per individual child, and a maximum of 40% of the service pension for all the children.

- (6) Despite subclause 21(4)(a)(i), the survivor pension will continue to be paid to a child for the life of the child where the child is a dependant.
- (7) If a member, or a pensioner who was a former member, dies without leaving a spouse but leaves children, the survivor pension specified in clauses 21(1)(a) or (b), shall be divided equally among and paid to the children who satisfy the requirements of clauses 21(4)(a) and (b).
- (8) Subject to ~~clauses 18(2)(a) and (b)~~ [18(1)(a) and (b)], where the portion of the service pension entitlement paid to a spouse as a survivor pension under Section 21 has ceased because of the death of the spouse, the portion shall be redistributed and paid to a child who satisfies the requirements of clauses 21(4)(a) and (b), and shall be in addition to, and for the same duration as, a survivor pension payable to the child under clause 21(3)(a) or (b).
- (9) If there is no child who satisfies the requirements of clauses 21(4)(a) and (b), but there is a dependent child who is age 18 or older at the date of the death of the deceased spouse, then the benefit payable under subsection (8) shall be paid to the dependent child while the child is a dependant.

Survivor pension to dependants

- (10) If a member, or a pensioner who was a former member, dies without leaving a spouse or without leaving a child who satisfies the requirements of clauses 21(4)(a) and (b) and subsection 21(9), then a survivor pension equivalent to one that would be paid to a spouse in clauses 21(1)(a) or (b) shall be paid to a dependant, if any, until the dependant's mental or physical disability ceases or the dependant dies, whichever occurs first.
- (11) If a survivor pension payable to a child ceases because the child no longer satisfies the requirements of clauses 21(4)(a) and (b) and subsection 21(9), the survivor pension in the amount as of that time shall cease but shall be paid instead to a dependant, if any, until the dependant's mental or physical disability ceases or the dependant dies, whichever occurs first.

If no person entitled to survivor pension

- (12) Where there is no spouse, child or dependant eligible to receive a survivor pension, then on the death of
 - (a) a member, the total contributions of the member, with interest as set out in Section 29, shall be paid to the estate of the deceased member;
 - (b) a pensioner who was a former member, all of the pensions paid under the Plan to the former member, and the former member's spouse, children and dependants shall be totalled and, if the total of all of

those pensions is less than the former member's total contributions, with interest thereon calculated according to Section 29, then the difference between the total of all of those pensions and the former member's total contributions plus interest shall be paid

- (i) in equal shares, to the deceased former member's surviving children who received, but are no longer receiving, a survivor pension under the Plan, and where any child is deceased, to the estate of the child, or
- (ii) in the absence of children specified in subclause (i), to the estate of the deceased former member.

PART VIII - DEFERRED PENSIONS, TRANSFERS AND REFUNDS

General

- 22** (1) A member who terminates employment shall advise the Plan administrator within 30 days of the date of termination of employment.
- (2) A member whose interest is vested who terminates employment and who qualifies for an immediate unreduced pension pursuant to subsection 9(1), shall receive payment of that pension effective from the first day of the month following the month the employment was terminated.
- (3) A member whose interest is vested who terminates employment and who does not qualify for an immediate unreduced service pension pursuant to subsection 9(1) shall elect, not earlier than 90 days and not later than 180 days from the date of the member's termination of employment, either
- (a) the deferred pension option pursuant to Section 23; or
 - (b) a portability option pursuant to Section 24.
- (4) When a vested member who terminates employment fails to inform the Plan administrator of an election pursuant to subsection (3), the member shall be deemed to have elected the deferred pension option.
- (5) A member who elects, or who is deemed to have elected, the deferred pension option shall inform the Plan administrator of any change in the member's mailing address.

Minimum deferred pension

- (6) A member whose interest is vested and who has pensionable service in respect of employment on or after January 1, 1988, is entitled to a deferred pension for the corresponding period, the minimum commuted value of which shall not be less than the member's contributions, plus interest as set out in Section 29.

Deferred Pension Option

23 Payment of the service pension of a member whose interest is vested who elects the deferred pension option pursuant to clause 22(3)(a) shall commence effective from the first day of the month following the date that the member qualifies for either

- (a) an unreduced service pension pursuant to Section 7 or subsection 9(1), as applicable; or
- (b) a reduced service pension pursuant to subsection 9(2),

as elected by the Member.

Portability Options--Refunds and transfers

24 (1) A refund or transfer shall be made only upon application by the member to the Plan administrator using the form specified by the Plan administrator.

- (2) No member shall apply for a refund or transfer until the member has terminated employment and has not been subsequently employed for at least 90 days.
- (3) A refund of contributions or a transfer shall be a full discharge of the obligations of the Plan to the member in respect of the period of pensionable service that corresponds with the refund or transfer.
- (4) Subject to the applicable provisions of the *Income Tax Act* (Canada), if a member received a refund or a transfer under this Section and subsequently becomes employed for a period of not less than 50 days, the member may repay or have transferred to the Fund the amount originally refunded or transferred, plus interest as set out in subsection 29(2), and upon so doing shall be credited with the amount of pensionable service in respect of which the original transfer or refund was made.

Refunds

- (5) A member who terminates employment is entitled to a refund of the member's contributions, plus interest as set out in subsection 29(1), in respect of the member's pensionable service before January 1, 1988.
- (6) A member who terminates employment and whose interest has not vested in respect of pensionable service on and after January 1, 1988 is entitled to a refund of contributions, plus interest as set out in subsection 29(1), in respect of that pensionable service.
- (7) For greater certainty, no member whose interest is vested and who terminates employment shall be entitled to a refund of contributions in respect of pensionable service earned on and after January 1, 1988.
- (8) A member who terminates employment and who chooses a refund under subsections (5) or (6) may request that the refund be

- (a) transferred to the member's registered retirement savings plan;
- (b) paid to the member in a lump sum, less applicable income tax; or
- (c) transferred under clause (a) and paid to the member under clause (b) in the proportions directed by the member.

Transfers

- (9) Subject to subsection 22(3), a member may choose to transfer the value of the member's deferred pension.
- (10) For greater certainty, the value of the member's deferred pension for the purpose of a transfer under subsection (9) shall be the sum of
 - (a) the amount of the member's contributions plus interest for pensionable service related to employment before January 1, 1988; and
 - (b) the commuted value of the portion of the deferred pension for pensionable service related to employment on and after January 1, 1988.
- (11) A member who chooses a transfer under subsection (9) may,
 - (a) with respect to the amount of the member's contributions plus interest related only to pensionable service before January 1, 1988,
 - (i) transfer that amount to a registered retirement savings plan,
 - (ii) transfer that amount to the pension plan of another employer, if permitted by that pension plan, or
 - (iii) take that amount as a lump sum payment, less applicable income tax;
 - (b) with respect to the amount of the commuted value related only to pensionable service on and after January 1, 1988, transfer that commuted value
 - (i) to the pension plan of a subsequent employer, if permitted by the terms of such pension plan, or
 - (ii) to a locked-in registered retirement savings arrangement that meets the requirements of the *Pension Benefits Act*;
- (12) (a) The commuted value under clause (10)(b) shall not be less than the member's contributions, plus interest as set out under Section 29, for the corresponding period.

- (b) If the requirement of clause (12)(a) is not met, the member shall be notified and may elect either
 - (i) a refund of the excess contributions and interest, less applicable income tax, or
 - (ii) a transfer of the excess contributions and interest to a registered retirement savings arrangement.
- (13) If the value calculated for a transfer under subsection (9) is greater than the maximum permitted by the *Income Tax Act* (Canada), the excess shall be paid to the member in a lump sum, less applicable income tax.
- (14) For greater certainty, the transfer entitlement in subsection (9) does not apply to a member who terminates employment and is, at the time of termination of employment, eligible for commencement of a service pension under subsection 9(1), or is age 55 or older.

PART IX - BENEFITS AND PAYMENTS

Commencement of pensions

- 25 (1)** A pension shall be effective on
- (a) the first day of the month following the month during which the member ceases to be employed;
 - (b) the first day of the month following the month during which the member attains all the qualifications for the pension; or
 - (c) the date the pension otherwise becomes payable under the Plan,
- whichever date is the latest.
- (2) For greater certainty, if a member receives credit for a full school year in the member's last year of employment and retires, the last day of employment shall be June 30 and the effective date of the pension shall be July 1.
 - (3) A survivor pension payable under the Plan shall commence
 - (a) in the case of death of a member, on the day following the death;
 - (b) in the case of death of a pensioner who was a former member, on the first day of the month following the date of death.
 - (4) A pension payment shall
 - (a) commence only on application being made to the Plan administrator;
 - (b) be in monthly instalments and be paid no later than the last day of each month for which the instalment is due; and

- (c) be made only by direct deposit to the account of the pensioner in a financial institution that accepts direct deposits.
- (5) A pension shall end on the last day of the month in which the pensioner dies.
- (6) A survivor pension that is payable to a child who is less than age 19 shall be paid on behalf of the child to the parent of the child, or to the legal guardian of the child in the absence of a living parent.

Integration with the Canada Pension Plan

- 26** (1) The service pension earned under the Plan by a member who participates in and has contributed to the Canada Pension Plan shall be integrated with the pension benefits earned under the Canada Pension Plan and shall be calculated as set out under Part V of the Plan.
- (2) For the purposes of subsection (1), a person who is not exempt from participation in the Canada Pension Plan is deemed to be entitled to commencement of a pension under the Canada Pension Plan at age 65, whether the person applies for and receives a pension under the Canada Pension Plan at that time.

Adjustments to pensions for inflation

- 27** (1) Effective January 1, 1994, every pension paid from the Plan shall be adjusted for inflation commencing on January 1 following the effective date of the pension and on each subsequent January 1 that the pension continues to be payable.
- (2) The amount of the adjustment shall be the lesser of
- (a) 6%; and
 - (b) the percentage increase in the Pension Index for the particular year over the Pension Index for the immediately preceding year, minus 1 per cent, but no less than zero.
- (3) The Pension Index for a year shall be calculated as the average of the Consumer Price Index for Canada published by Statistics Canada for each month in the 12-month period ending on October 31 of the preceding year.
- (4) The increase resulting from the percentage established under subsection (2) shall be prorated according to the number of months in the previous year that the pension was paid.
- (5) Pensions in pay prior to January 1, 1994 shall be adjusted for inflation at the rates set out in Appendix 1.

Determination of commuted value

- 28** The commuted value of a deferred pension shall

- (a) be calculated according to the recommended computation of minimum transfer values of deferred pensions issued by the Canadian Institute of Actuaries dated December 1987 or any subsequent recommendation of that body; and
- (b) be acceptable under the *Income Tax Act* (Canada).

Calculation of interest

29 (1) The interest rate, for a given calendar year, attributable to interest payable in respect of

- (a) refunds of contributions, on which interest shall be calculated from August 1 following the end of the school year for which the contributions were made to the date of payment of the refund; and
- (b) payments of commuted value, on which interest shall be calculated from the effective date of the commuted value to the date payment of the commuted value is made,

shall be at a rate equal to the average yield for the 12-month period ending on October 31 in the preceding calendar year, of the 5-year personal fixed term chartered bank deposit rate as determined from the Canadian Socio-Economic Information Management (CANSIM) Series B 14045 published in the Bank of Canada Review, and shall be compounded annually.

(2) The interest rate, for a given school year, attributable to interest payable to the Fund in respect of

- (a) contributions remitted by participating employers after the due date, on which interest shall be calculated from the due date of the contributions to the date the contributions are received in the Fund;
- (b) an actuarial transfer value, on which interest shall be calculated from the effective date of the actuarial transfer value to the date payment of the actuarial transfer value is made to the Fund; and
- (c) a repayment of a refund of contributions, on which interest shall be calculated from the date that the refund of contributions was paid from the Fund, to the date the repayment is made to the Fund,

shall be equal to the rate of return of the Fund, as determined by the Trustee, for the calendar year preceding the year of service being repaid, and shall be compounded semiannually.

Cash payment of small pensions

30 If the annual pension is less than 2% of the Y.M.P.E. in the last year of service of the member in respect of a service pension payable under Part IV, or less than 2% of the Y.M.P.E. at the date of death in respect of a survivor pension payable under Section 21, the person entitled to the pension may elect to receive a lump sum payment of the commuted value of the pension instead of a pension.

PART X - PURCHASE OF PENSIONABLE SERVICE**Eligible purchases**

- 31 (1)** If a member was absent from duty and was subsequently reemployed for not fewer than 50 days in a school year, the member may purchase a period of pensionable service equal to the period of absence, or to the maximum as set out in subsection (2), where the absence was for any of the following reasons:
- (a) maternity leave;
 - (b) adoption leave;
 - (c) paternity leave;
 - (d) study leave;
 - (e) absence to take an academic or professional course of study or to engage in an activity approved by the Plan administrator as an equivalent;
 - (f) unpaid sick leave, if the member has used all paid sick leave to which the member is entitled;
 - (g) layoff.
- (2)** The maximum amounts of pensionable service that may be purchased under subsection (1) are:
- (a) for maternity leave, 85 days;
 - (b) for adoption leave, 85 days;
 - (c) for paternity leave, 85 days;
 - (d) for study leave, 2 years;
 - (e) for an absence for taking an academic or professional course of study or for engaging in some activity considered by the Plan administrator to be the equivalent, 2 years;
 - (f) for unpaid sick leave, 1 year in any period that consists of 3 consecutive years;
 - (g) for layoff, 2 years.
- (3)** The aggregate of the periods referred to in subsection (2) shall not exceed the limits in the regulations prescribed under the *Income Tax Act* (Canada).

- (4) For the purposes of subsection (1), the member shall pay as contributions the following percentage of the actuarial cost of the pensionable service, as determined by the Plan administrator on the advice of the actuary:
- (a) for maternity leave, 50%;
 - (b) for adoption leave, 100%;
 - (c) for paternity leave, 100%;
 - (d) for study leave, 50%;
 - (e) for an absence for taking an academic or professional course of study or engaging in an activity approved by the Plan administrator as an equivalent, 50%;
 - (f) for unpaid sick leave, 50%;
 - (g) for layoff, 100%.
- (5) For greater certainty, a member may, subject to subsection (2), purchase all or part of any period listed in subsection (1) and on payment of the required contributions, the member shall be credited with the amount of pensionable service so purchased.
- (6) Where a member employed by a school board, the Union, or the Canadian Teachers' Federation, is required to pay 50% of the actuarial cost under subsection (4), the Minister shall pay the remaining 50%.
- (7) Where a member employed by a participating employer other than one set out in subsection (6) is required to pay 50% of the actuarial cost under subsection (3), the participating employer shall pay the remaining 50%.
- 32 (1) Subject to the *Income Tax Act* (Canada), a member whose interest is vested may make contributions to the Fund in payment of the purchase of an equal period of pensionable service for any period of:
- (a) service as a teacher in any public or private school in Canada recognized by the Minister of Education and Culture, if the person while teaching held a teacher's certificate or permit or subsequently obtained a teacher's certificate or permit;
 - (b) service as an instructor or teacher in a post secondary educational institution in Canada if the person while teaching held a teacher's certificate or permit or subsequently obtained a teacher's certificate or permit;
 - (c) service in accordance with the *Public Service Superannuation Act* pursuant to subsection 34(3).

- (2) For purposes of subsection (1), the member shall make contributions equal to 100% of the actuarial cost of the pensionable service being purchased, as determined by the Plan administrator on the advice of the actuary.

- 33 Where payment is made by a participating employer to a member who is on a leave of absence approved by the participating employer where the leave is a sabbatical for travel and study of not more than 2 years, the participating employer shall remit to the Fund for the member with respect to that period the amounts that would have been paid to the Fund if the member was employed by the participating employer at the salary that the member would have received were the member not on the leave of absence.

Reciprocal transfer agreements

- 34 (1) Subject to the approval of the Board, the Plan administrator may enter into reciprocal transfer agreements with other pension authorities regarding the recognition of pensionable service with a previous employer and the transfer of funds from one pension plan to another pension plan, provided that the Plan shall receive funds equal to the actuarial liability assumed by it on recognition of pensionable service with a previous employer.

Public Service Superannuation Plan

- (2) (a) If a member terminates employment and is subsequently employed in accordance with the *Public Service Superannuation Act*, each year of pensionable service under the Plan shall count as a year of service under the *Public Service Superannuation Act* if there is transferred to the Public Service Superannuation Fund from the Fund a sum equal to the actuarial cost to the Public Service Superannuation Plan of the transferred service as determined by the actuary of that plan.
- (b) If the amount transferred to the Public Service Superannuation Fund is less than the actuarial cost of the transferred service as determined under clause (a), the amount of pensionable service credited to the member under the Public Service Superannuation Plan shall be the amount of transferred service prorated according to the ratio that the amount paid or transferred to the Public Service Superannuation Fund is to the actuarial cost of the total amount of transferred service.
- (c) The person specified in clause (a) may elect to pay directly to the Public Service Superannuation Fund, at the same time as the transfer from the Fund is made, part or all of the difference between the amount transferred from the Fund and the amount required by the Public Service Superannuation Fund under clause (b), and in doing so shall be given credit for the corresponding pensionable service in the Public Service Superannuation Plan.
- (3) (a) If a member of the Public Service Superannuation Plan terminates employment and is subsequently employed in accordance with the Plan, each year of pensionable service in the Public Service Superannuation Plan shall count as a school year of employment for

the purposes of the Plan if there is transferred to the Fund from the Public Service Superannuation Fund a sum equal to the actuarial cost of the transferred service under the Plan as determined by the actuary.

- (b) If the amount transferred to the Fund is less than the actuarial cost of the transferred service as determined under clause (a), the amount of pensionable service credited to the member under the Plan shall be the amount of transferred service prorated according to the ratio that the amount transferred to the Fund is to the actuarial cost of the total amount of transferred service.
- (c) The person specified in clause (a) may elect to pay directly to the Fund, at the same time as the transfer from the Public Service Superannuation Fund is made, part or all of the difference between the amount transferred from the Public Service Superannuation Fund and the amount required by the Fund under clause (b) and in doing so shall be given credit for the corresponding pensionable service in the Plan.

PART XI - GENERAL

Information to members

35 (1) The Plan administrator shall provide,

- (a) to a member on becoming eligible for membership in the Plan, a written explanation of the Plan and the rights and obligations of the member under the Plan;
 - (b) within 6 months of the fiscal year end of the Plan, an annual statement to each member reporting the member's current and accumulated contributions, the accrued benefits available to the member, and an explanation of any Plan amendments made during the fiscal year that affect the member's rights or obligations under the Plan;
 - (c) within 30 days after receiving notification of the date of retirement or termination of employment of a member, a written statement to the member explaining the member's benefits; and
 - (d) within 30 days after receiving notification of the date of death of a member or a pensioner who was a former member, a written statement to the surviving spouse or dependant explaining the benefits available from the Plan.
- (2)** The Trustee shall annually make a report to members showing the condition of the Fund.
- (3)** Once in each calendar year a member, a member's spouse, or, if authorized in writing by the member or the spouse, the agent of the member or the spouse may examine Plan documents or order a photocopy

of any Plan documents and the Plan administrator shall provide copies of the requested Plan documents on receiving payment of reasonable fees as determined by the Plan administrator.

Assignment, surrender, and commutation

- 36 (1)** No benefit under the Plan shall be assigned, charged, anticipated, given as security or surrendered, nor shall such benefit be subject to garnishment, attachment, seizure or any legal process.
- (2) For greater certainty, for the purposes of subsection (1) a benefit does not include a refund of contributions or interest payable with respect to the refund of contributions.
- (3) For greater certainty, an assignment referred to in subsection (1) does not include:
- (a) an assignment of pension credits to a spouse under a decree, order or judgment of a competent tribunal arising from the breakdown of the marriage or other relationship in accordance with the *Matrimonial Property Act*,
 - (b) an assignment by the legal representative of a deceased person on the distribution of the deceased person's estate,
 - (c) an assignment as a result of a garnishment order issued under the *Maintenance Enforcement Act*.
- (4) Where pension benefits are attached as a result of an order issued pursuant to the *Maintenance Enforcement Act*, the total value of the pension benefits payable separately to the member or former member and to the recipient of benefits under such order shall not exceed the value of the pension benefits that would have been otherwise payable to the member or former member had such order not been issued.
- (5) For greater certainty, a surrender referred to in subsection (1) does not include a reduction in benefits made to avoid the revocation of the registration of the Plan by Revenue Canada.

Proof requirements

- 37 (1)** The Plan administrator may require any person or any participating employer to provide the Plan administrator with any information that may be required to substantiate, to the satisfaction of the Plan administrator, a claim for the commencement or continuation of any benefits under the Plan, the accrual of any rights under the Plan, or for the proper administration of the Plan including, but not limited to,
- (a) certificates of birth, marriage or death;
 - (b) evidence of cohabitation in a conjugal relationship for the required period;

- (c) information or documentation relating to the health, teaching service, remuneration, employment contracts and discharge, or termination of employment, of a member;

and each person or participating employer shall comply with a directive of the Plan administrator requesting such information.

- (2) If a person or participating employer fails to provide the documentation or information required pursuant to subsection (1), the Plan administrator may delay commencement of payments of benefits, suspend payment of benefits that have commenced, or suspend the accrual of rights under the Plan, as applicable, until the person or participating employer complies with the documentation or information requirements.

Payments to pensioners incapable of managing their own affairs

38 (1) Despite Section 36, if the Plan administrator is presented with satisfactory evidence that a pensioner receiving a pension under this Plan is incapable of managing his or her own affairs, the Plan administrator may direct that any pension payable to that pensioner shall be made payable to the spouse of the pensioner, or to another member of the pensioner's family or household, or to another person whom the Plan administrator considers to be qualified to administer the pension in the best interests of the pensioner, and, the receipt of payments by the designated person shall be a sufficient discharge of the obligations of the Fund relating to that payment.

- (2) Payments under subsection (1) shall not be made unless the payee indemnifies the Plan for the payment.

Reduced life expectancy

39 (1) Where a pensioner establishes, by a written statement to the Plan administrator from a medical doctor licensed to practice in Canada, that the life expectancy of the pensioner is considerably shorter than the life expectancy for persons of comparable age and gender according to the Canada Life Tables published by Statistics Canada, as updated from time to time, and the pensioner makes a written request for an equivalent lump sum payment in lieu of a pension or other benefits under the Plan, the Plan administrator may direct that an actuarial equivalent lump sum settlement be paid to the pensioner.

- (2) Subsection (1) does not apply to a pensioner who has a spouse, a child or children under age 18, or a dependant.

Records requirements

40 (1) The Plan administrator shall keep all accounts and records that are necessary for the administrative, actuarial and financial requirements of the Plan.

- (2) The Plan administrator shall establish the forms to be used for purposes of the Plan.

Pension entitlement upon a marriage breakdown

41 (1) In this Section,

- (a) “court” means the Trial Division of the Supreme Court;
- (b) “pension benefit earned during the marriage” means the pension benefit earned by the member or former member during the period of
 - (i) marriage, or
 - (ii) cohabitation in a conjugal relationship of three years or more.

(2) Where a member or former member is entitled to a benefit, or where a former member is receiving pension payments, and

- (a) a petition for divorce is filed;
- (b) an application is filed for a declaration of nullity; or
- (c) the member and the member’s spouse or the former member and the former member’s spouse, as the case may be, have been living separate and apart and there is no reasonable prospect of the resumption of cohabitation,

the spouse may apply to the court for a division of the pension benefits earned during the marriage.

(3) The Court may, having regard to all the circumstances, order that the spouse of the member or former member shall receive such proportion, not exceeding one-half, of the pension benefit earned during the the marriage as the Court may order.

(4) Where, pursuant to this Section, a Court orders the division of a pension benefit earned during the marriage,

- (a) the spouse is entitled to payment of a pension based on that division commencing on
 - (i) in the case of a member who is entitled to a benefit, the date on which payment of a pension to the member commences, or the normal retirement date of the member, whichever is earlier,
 - (ii) in the case of a former member who is receiving monthly pension payments, the month following the effective date established in the court order;
- (b) the spouse is entitled, upon the member exercising the right to transfer pension benefits on termination of employment pursuant to Part VIII of the Plan, to require the plan administrator to pay the commuted value of the spouse’s pension entitlement pursuant to that Part;

- (c) the estate of the spouse of the member or former member is entitled to a refund of the contributions plus interest made in respect of that spouse's portion of the pension benefit earned during the marriage if the spouse dies before receiving the pension;
 - (d) a subsequent spouse of the spouse of a member or former member is not entitled to any pension benefit or other benefit under the Plan;
 - (e) the pension of the spouse is not affected by the death of the member or former member;
 - (f) the pension of the member or former member is not affected by the death of the spouse;
 - (g) the plan administrator shall provide information to the spouse pursuant to Section 35.
- (5) A Court order made pursuant to this Section shall not entitle the spouse of the member or former member to other pension benefits under the Plan.
- (6) Nothing in this Section precludes a division of assets pursuant to Section 13 of the *Matrimonial Property Act* in settlement of the value to either spouse of any pension or other benefit under the Plan that, by reason of the termination of the marriage relationship, that spouse will lose the chance of acquiring, and where there is an unequal division upon such grounds, subsections (2) to (5) inclusive do not apply.
- (7) Where pension benefits of the member or former member are to be distributed to the spouse pursuant to this Section, the total value of the pension benefits payable separately to the member or former member and the spouse shall not exceed the value of the pension benefits that would have been otherwise payable to the member or former member had a marriage breakdown specified in subsection (2) not occurred.

Amendment to avoid revocation of registration

- 42 Despite anything else in this Plan, the Plan may be amended and contributions refunded or benefits reduced solely to avoid revocation of the Plan under the *Income Tax Act* (Canada).

APPENDIX 1 TO SCHEDULE "A"

Rates of adjustments for inflation to pensions in payment prior to January 1, 1994

- 1 The amount of a pension that first became payable under the Plan during the periods set forth below shall be increased by the percentage set forth opposite the said periods as follows:

The years prior to January 1, 1961	-	24%
The period from Jan. 1, 1961 to Dec. 31, 1961, both dates inclusive	-	22%

The period from Jan. 1, 1962 to Dec. 31, 1962, both dates inclusive	-	20%
The period from Jan. 1, 1963 to Dec. 31, 1963, both dates inclusive	-	18%
The period from Jan. 1, 1964 to Dec. 31, 1964, both dates inclusive	-	16%
The period from Jan. 1, 1965 to Dec. 31, 1965, both dates inclusive	-	14%
The period from Jan. 1, 1966 to Dec. 31, 1966, both dates inclusive	-	12%
The period from Jan. 1, 1967 to Dec. 31, 1967, both dates inclusive	-	10%
The period from Jan. 1, 1968 to Dec. 31, 1968, both dates inclusive	-	8%
The period from Jan. 1, 1969 to Dec. 31, 1969, both dates inclusive	-	6%
The period from Jan. 1, 1970 to Dec. 31, 1970, both dates inclusive	-	4%
The period from Jan. 1, 1971 to Dec. 31, 1971, both dates inclusive	-	2%

2 The increases in pensions payable pursuant to Section 1 shall be made after the calculation of the amount of the pension has been made according to the Plan and the increases shall be payable only in respect of pension payments made on and after January 1, 1972.

3 The amount of a pension payable under the Plan immediately before the dates set forth in this Section shall be increased on each of the particular dates by the percentage set forth opposite the respective dates as follows:

January 1, 1973	-	2%
January 1, 1974	-	2%
January 1, 1975	-	2%
January 1, 1976	-	2%
April 1, 1976	-	2%
January 1, 1977	-	4%
January 1, 1978	-	4%
January 1, 1979	-	4%
January 1, 1980	-	6%
January 1, 1981	-	6%
January 1, 1982	-	6%
January 1, 1983	-	6%
January 1, 1984	-	6%
January 1, 1985	-	6%
January 1, 1986	-	6%
January 1, 1987	-	6%
January 1, 1988	-	6%
January 1, 1989	-	4.1%
January 1, 1990	-	4.8%
January 1, 1991	-	4.8%
January 1, 1992	-	5.8%
January 1, 1993	-	1.8%

4 The increase payable on January 1, 1993 and in each subsequent year shall be prorated according to the number of months in the preceding calendar year that the pension was paid.

“SCHEDULE B”

REGULATIONS RESPECTING A PENSION PLAN FOR TEACHERS
OF NOVA SCOTIA MADE BY THE MINISTER AND THE UNION
PURSUANT TO CHAPTER 26 OF THE ACTS OF 1998
THE TEACHERS’ PENSION ACT

**Schedule of special quarterly payments payable to the Fund by the Province
commencing November 1, 1993 and ending August 1, 2003.**

	<u>Payment Date</u>	<u>Payment Amount</u>	
1	01 Nov 1993	\$2,500,000	
2	01 Feb 1994	2,500,000	
3	01 May 1994	2,500,000	
4	01 Aug 1994	2,500,000	\$10,000,000
5	01 Nov 1994	\$2,687,500	
6	01 Feb 1995	2,687,500	
7	01 May 1995	2,687,500	
8	01 Aug 1995	2,687,500	\$10,750,000
9	01 Nov 1995	\$2,889,063	
10	01 Feb 1996	2,889,063	
11	01 May 1996	2,889,063	
12	01 Aug 1996	2,889,063	\$11,556,250
13	01 Nov 1996	\$3,105,742	
14	01 Feb 1997	3,105,742	
15	01 May 1997	3,105,742	
16	01 Aug 1997	3,105,742	\$12,422,969
17	01 Nov 1997	\$3,338,673	
18	01 Feb 1998	3,338,673	
19	01 May 1998	3,338,673	
20	01 Aug 1998	3,338,673	\$13,354,691
21	01 Nov 1998	\$3,589,073	
22	01 Feb 1999	3,589,073	
23	01 May 1999	3,589,073	
24	01 Aug 1999	3,589,073	\$14,356,293
25	01 Nov 1999	\$3,858,254	
26	01 Feb 2000	3,858,254	
27	01 May 2000	3,858,254	
28	01 Aug 2000	3,858,254	\$15,433,015
29	01 Nov 2000	\$4,147,623	
30	01 Feb 2001	4,147,623	
31	01 May 2001	4,147,623	
32	01 Aug 2001	4,147,623	\$16,590,491

	<u>Payment Date</u>	<u>Payment Amount</u>	
33	01 Nov 2001	\$4,458,695	
34	01 Feb 2002	4,458,695	
35	01 May 2002	4,458,695	
36	01 Aug 2002	4,458,695	\$17,834,778
37	01 Nov 2002	\$4,793,097	
38	01 Feb 2003	4,793,097	
39	01 May 2003	4,793,097	
40	01 Aug 2003	4,793,097	\$19,172,387