

PLAN TEXT  
FOR THE  
NOVA SCOTIA PUBLIC SERVICE SUPERANNUATION PLAN

Effective: February 5, 2025

# TABLE OF CONTENTS

<b>1</b>	<b>INTRODUCTION</b>	<b>1</b>
<b>2</b>	<b>INTERPRETATION</b>	<b>2</b>
2.1	Definitions	2
2.2	Definition of “employee who first commences employment on or after April 6, 2010”	5
2.3	When interest in Pension Plan becomes vested	6
2.4	Biweekly equivalents used for calculating contributions and allowances	6
<b>3</b>	<b>PARTICIPATION IN PENSION PLAN</b>	<b>6</b>
3.1	Trustee to provide annual statement to members	6
3.2	Pension Plan membership of part-time employees	6
3.3	When member’s employment reduced	7
3.4	Prorating obligations and benefits for part-time employees	7
3.5	Contributions based on scheduled hours worked for part-time employees of participating employers	8
3.5A	Determination of eligibility and payment for service purchases	9
3.6	Division of superannuation allowance between spouses	9
3.7	When and how divided allowance is paid	10
3.8	Section 3.7 applies to court orders received on or after January 1, 2017	10
3.9	Death of spouse or plan member does not affect divided allowance	11
3.10	Information to spouse about share of divided allowance	11
3.11	Matrimonial Property Act settlement	11
3.12	Obligations of Trustee and Administrator for divided allowances	11
3.13	Apportionment of allowance between two spouses	11
<b>4</b>	<b>ELIGIBLE AND PENSIONABLE SERVICE</b>	<b>12</b>
4.1	Eligible service	12
4.2	20-year limit for applying to receive credit for prior service	13
4.3	Periods of absence at partial pay or without pay	13
4.4	Transfer of employee to or from public authority	14
4.5	Purchase of prior contributory service with a public authority	14
4.6	Credit for prior service	15
4.7	Member receiving disability benefits	17
<b>4A</b>	<b>Levels of Pension Plan Participation</b>	<b>17</b>
4A.1	Participation Levels of Pension	17
<b>5</b>	<b>EMPLOYEE AND EMPLOYER CONTRIBUTIONS</b>	<b>18</b>
5.1	Contribution rates	18
5.2	Contributions cease and allowance begins at maximum retirement age	21
5.3	Contributions rates may change	21

<b>6</b>	<b>RETIREMENT ELIGIBILITY</b>	<b>21</b>
6.1	Retirement at age 60	22
6.2	Retirement based on the 'rule of 80' or 'rule of 85'	22
6.3	Early retirement	22
6.4	Effective time of retirement	22
<b>7</b>	<b>SERVICE ALLOWANCES</b>	<b>23</b>
7.1	Calculation of highest average salary	23
7.2	Calculation of superannuation allowance	24
7.3	Payment of allowance in monthly instalments	27
7.4	Minimum superannuation allowance	27
7.5	Lump sum payment of commuted value if benefit small	28
7.6	Retired member returning to work	27
7.7	Pension Accrual Rates	28
<b>8</b>	<b>TERMINATION BENEFITS</b>	<b>28</b>
8.1	Termination before pension vested	28
8.2	Termination after interest in Pension Plan vested	28
8.3	Calculation of commuted value	30
<b>9</b>	<b>SURVIVOR ALLOWANCES AND OTHER DEATH BENEFITS</b>	<b>30</b>
9.1	Death before interest in Pension Plan vested	30
9.1A	Survivor allowances for employee who first commences employment on or after April 6, 2010	30
9.2	Death after interest in Pension Plan vested but before retirement – date of death before January 26, 2023	30
9.2A	Death after interest in Pension Plan vested but before retirement – date of death on or after January 26, 2023 but before April 1, 2024	32
9.2B	Death after interest in Pension Plan vested but before retirement – date of death on or after April 1, 2024	35
9.3	Death after retirement – retirement before April 1, 2024	38
9.3A	Death after retirement – retirement on or after April 1, 2024	39
9.4	Deleted	
9.5	Total superannuation allowance for calculating survivor allowances	41
9.6	Payment of allowance to surviving spouse in first five years after death – Pre-retirement or death or retirement before April 1, 2024	42
9.6A	Payment of allowance to surviving spouse in first five years after death – Pre-retirement death or retirement on or after April 1, 2024	43
9.6B	Optional forms of pension for members with a spouse at retirement	46
9.7	Refund payable to designated beneficiary or estate	47
<b>10</b>	<b>INTEREST RATES AND CALCULATION</b>	<b>48</b>
10.1	Interest on outstanding amounts payable to the Superannuation Fund	48

10.2	Deleted	
10.3	Deleted	
10.4	Interest on amounts payable from the Superannuation Fund	49
<b>11</b>	<b>PRIVATE-SECTOR EMPLOYERS</b>	<b>50</b>
11.1	Objective	50
11.2	Trustee's discretion to admit private-sector employers	50
11.3	Certification by private-sector employer	51
11.4	Posting of security by private-sector employers	51
11.5	Recovery of delinquent contributions and consequences of failure to remit contributions	52
11.6	Notice to employees	52
11.7	Notice of suspension or termination	53
	 APPENDIX 1: INTEREST PAYABLE ON OUTSTANDING AMOUNTS	 54
	APPENDIX 2: PRESCRIBED EMPLOYERS AND EMPLOYEES	55
	APPENDIX 3: PUBLIC AUTHORITIES	60
	APPENDIX 4: PRIVATE-SECTOR EMPLOYERS	61

# 1 INTRODUCTION

The first five-year comprehensive review of the Public Service Superannuation Plan, pursuant to Section 47 of the *Public Service Superannuation Act*, was completed in February 2017. It recommended a number of revisions to the Act, together with the development of a plan text. Proposed amendments to the Act were put forward by the Public Service Superannuation Plan Trustee Incorporated. They were included by the government as part of the *Financial Measures (2018) Act* introduced in the House of Assembly on April 6, 2018.

The Act amendments received Royal Assent on April 18, 2018. Among other things, they enabled certain terms of the Pension Plan to be moved from formal regulations into a discrete document referred to as the “plan text”. This document is that plan text.

The regulations (the *Public Service Superannuation Plan Regulations*) were under the control of Public Service Superannuation Plan Trustee Incorporated (the Trustee), subject to limitations as specified in the Act. This plan text remains under the Trustee’s control and subject to limitations. The primary purposes for moving Pension Plan terms from formal regulations into a discrete document are to make available to Pension Plan members a more user-friendly version of key terms and to facilitate the Trustee’s ability to effect revisions from time to time.

In accordance with Section 46 of the Act, the Pension Plan documents are:

1. the Act; and
2. this plan text.

The Act and this plan text must therefore be read together, as each contains important elements of the Pension Plan.

Terms used in this plan text that are not defined in the plan text have the same meanings as ascribed to them in the Act. For ease of reference, some commonly used terms that are defined in the Act may be repeated in this plan text.

**Section 1 amended effective April 1, 2024.**

## 2 INTERPRETATION

### 2.1 Definitions

- (a) “Act” means the Nova Scotia *Public Service Superannuation Act*;
- (aa) “admission agreement” means an agreement entered into between the Trustee and an employer regarding the commencement of participation in the Pension Plan, on a prospective basis only, by the employer and such of its employees as are designated in the agreement;  
**Definition of “admission agreement” added effective April 1, 2024.**
- (b) “allowance earned during the marriage” or “allowance earned during a marriage” means the allowance earned by a plan member throughout a period ending at the separation date and commencing at the earliest of
  - i. the date of the marriage,
  - ii. the beginning of the domestic partnership,
  - iii. the beginning of the cohabitation in a conjugal relationship;
- (c) “average year’s maximum pensionable earnings” means the average year’s maximum pensionable earnings during the period covered by the highest average salary;
- (d) “court” means the Nova Scotia Supreme Court;
- (e) “current employer” means, if an employee has had more than one successor employer, the current successor employer of the employee;
- (ea) “dependant” of a member or former member means, as specified in the Act, the father, mother, grandfather, grandmother, brother, sister, child or grandchild of the member or former member who, at the date of the death of the member or former member, is, by reason of mental or physical disability, dependent on the member or former member for support;  
**Definition of “dependant” added effective April 1, 2024.**
- (f) “fiscal year” means a 12-month period ending on March 31;
- (fa) “full-time employment” means employment with an employer under a contract that is consistent and substantial in nature and that is considered full-time for the relevant position in accordance with a collective agreement or other agreement

between an employer and an employee, but in any case which must comprise a minimum of 30 hours of regular, paid work per week for a period anticipated by the employer to be at least 4 consecutive months, or a higher minimum period of full-time employment as specified in a collective agreement applicable to the person for the purposes of determining eligibility for Pension Plan membership, or as otherwise determined to be acceptable to the Trustee in its sole discretion;

**Definition of “full-time employment” added effective April 1, 2019.**

- (g) “highest average salary” means the highest average salary as calculated under Section 7.1;
- (h) “interest” means interest at a rate determined in accordance with Sections 10.1 to 10.4, as applicable;
- (i) “maximum retirement age” means the age specified in the Income Tax Act (Canada) at which a plan member’s superannuation allowance must begin to be paid under this plan text;
- (j) “normal retirement date” means the last day of the month in which a plan member turns 65 years old;
- (k) “original employer” means the employer of an employee during a period of service for which contributions have not been made or have been made and subsequently withdrawn by the employee;
- (l) “overtime” means hours worked in excess of the normal full-time employment weekly hours or normal full-time employment biweekly hours specified for the same position or a comparable position;

**Definition of “overtime” amended effective April 1, 2019.**

- (m) “participating employer” means an employer, other than the Province of Nova Scotia, who participates in the Pension Plan and includes those bodies prescribed in Appendix 2 and Appendix 4;

**Definition of “participating employer” amended effective April 1, 2018.**

- (n) “part-time employee” means an employee of an employer who meets all of the following criteria, or is otherwise determined by the Trustee in its sole discretion to be a part-time employee hereunder:
  - i. they are not employed in full-time employment by the employer,

- ii. they regularly work at least 40%, but less than 100%, of the full-time employment hours specified for the same or a comparable position, or a position that the Trustee agrees may be used as a reasonable comparator, or a higher minimum percentage of full-time employment hours specified in a collective agreement applicable to the person for the purposes of determining eligibility for Pension Plan membership,
- iii. they work as a part-time employee of the employer under a contract for a period anticipated by the employer to be at least four consecutive months, or such greater period as may be stipulated in a collective agreement or other agreement covering the relevant position;

**Definition of “part-time employee” amended effective April 1, 2019.**

- (o) “plan member” means a member or former member;
- (p) “public authority” means any of the following:
  - i. the Government of Canada,
  - ii. the government of a province of Canada,
  - iii. the government of a municipality in Canada,
  - iv. an authority or association of authorities in Canada that operates a university, hospital or public institution, and includes a representative of the authority or authorities,
  - v. a corporation or body determined by the Trustee to be a public authority for the purposes of this plan text, as specified in Appendix 3;
- (q) “qualifying child” means a plan member’s child who is under
  - i. 18 years old, or
  - ii. 25 years old, if the child meets both of the following:
    - a. the child is in full-time attendance at an educational institution determined by the Trustee to be an educational institution for the purposes of this plan text, and
    - b. the child annually submits evidence of their attendance in a form satisfactory to the Trustee;
- (r) “related plan” means a defined benefit registered pension plan of either of two employers who, for the purposes of the *Income Tax Act* (Canada), do not deal at arm’s length with each other;



- (s) “successor employer” means any employer that succeeds an original employer in respect of an employee;
- (t) “year’s maximum pensionable earnings” means the ‘Year’s Maximum Pensionable Earnings’ within the meaning of the *Canada Pension Plan*.

## **2.2 Definition of “employee who first commences employment on or after April 6, 2010”**

- (a) In this plan text, “employee who first commences employment on or after April 6, 2010” means a person who was not an employee or a member or a former member on April 5, 2010, and who first becomes an employee on or after April 6, 2010, but does not include an employee excluded under subsection (b).
- (b) A person who was not an employee or a member on April 5, 2010, and who meets one of the following criteria is excluded from the definition in subsection (a):
  - i. they entered into negotiations with an employer before April 6, 2010, either directly or through a representative or intermediary, regarding employment with the employer, and subsequently became an employee of the employer and entitled to receive compensation from the employer on or before March 31, 2011;
  - ii. their employment by an employer was approved by the Executive Council, either specifically or in principle, before April 6, 2010, and they became an employee of the employer and entitled to receive compensation from the employer on or before March 31, 2011;
  - iii. they were employed by an employer before April 6, 2010, but were subsequently laid off or their employment terminated, and then later become an employee of an employer and entitled to receive compensation from the employer on or before March 31, 2016.
- (c) A determination of whether an employee meets the criteria in subsection (b) is made by the Trustee.

- (d) For greater certainty, but subject to clause 2.2(b)iii, “an employee who first commences employment on or after April 6, 2010” includes a person who was a plan member on or before April 5, 2010, but who ceases to be a plan member on or after April 6, 2010.

**Subsection 2.2(d) added effective November 1, 2018.**

## **2.3 When interest in Pension Plan becomes vested**

A plan member’s interest in the Pension Plan becomes vested under this plan text when they have acquired the following years of eligible service:

- i. 10 years of service that all accrued before April 1, 1986;
- ii. 5 years of service, any part of which accrued on or after April 1, 1986, but none of which accrued on or after January 1, 1988;
- iii. 2 years of service, any part of which accrued on or after January 1, 1988.

## **2.4 Biweekly equivalents used for calculating contributions and allowances**

For purposes of calculating contributions and allowances, figures for salaries and year’s maximum pensionable earnings are converted to their biweekly equivalents.

# **3 PARTICIPATION IN PENSION PLAN**

## **3.1 Trustee to provide annual statement to members**

The Trustee must provide each member with an annual statement containing Pension Plan information relevant to the member.

## **3.2 Pension Plan membership of part-time employees**

- (a) A part-time employee of the Province must be a member.
- (b) A part-time employee of a participating employer
  - i. must be a member if a collective agreement applicable to the employee requires membership in the Pension Plan;

- ii. may be a member if all of the following conditions are met:
  - a. the employee and participating employer agree,
  - b. the Trustee consents in writing,
  - c. membership in the Pension Plan is not precluded by any collective agreement applicable to the employee.
- (c) A part-time employee who becomes a member in accordance with clause (b)ii must remain a member while employed by the participating employer, as long as the employee continues to qualify for participation in the Pension Plan under this plan text.

### **3.3 When member's employment reduced**

- (a) Except as provided in subsection (b), a member who works less than the percentage of hours required by the definition of "part-time employee", nevertheless continues to be a member as long as their employment is continuous, and they would be a member if employed full-time.
- (b) Subsection (a) does not apply to an employee if a collective agreement applicable to them prevents it from applying.

### **3.4 Prorating obligations and benefits for part-time employees**

- (a) Except as provided in Section 3.5, contributions made by a part-time employee are calculated based on the contributions they would have made if employed in full-time employment multiplied by the ratio of their actual hours worked, not including overtime, to the hours they would have worked if employed in full-time employment.  
**Subsection 3.4(a) amended effective April 1, 2019.**
- (b) The salary recognized for a part-time employee for the purpose of calculating the highest average salary is the salary they would have earned if employed in full-time employment.  
**Subsection 3.4(b) amended effective April 1, 2019.**
- (c) Except as provided in Section 3.5, pensionable service for a part-time employee is the service they would have been credited with if employed in full-time

employment multiplied by the ratio of their actual hours worked, not including overtime, to the hours they would have worked if employed in full-time employment.

**Subsection 3.4(c) amended effective April 1, 2019.**

- (d) Eligible service for a part-time employee is the service they would have been credited with if employed in full-time employment.

**Subsection 3.4(d) amended effective April 1, 2019.**

- (e) Despite any other provision of this plan text, for a part-time employee in an industry or sector whose employment with an employer does not, in the opinion of the Trustee, have a consistently comparable full-time employment equivalent, or for which there is no fixed and regular salary amount stipulated by the employer for the entire period of the part-time employee's period of employment, the Trustee may, in its sole discretion:

- i. require contributions to be paid on the employee's actual annual earnings at such time or times as the Trustee may direct;
- ii. use a salary amount, as determined by the employer on an annualized basis, for the purposes of calculating the employee's highest average salary; and
- iii. determine amounts of pensionable and eligible service to be reasonably attributed to the employee's employment with the employer.

**Subsection 3.4(e) added effective April 1, 2019.**

- (f) For a part-time employee to whom subsection (e) applies, no pensionable or eligible service shall be credited to the employee for the applicable period until all contributions required by the Trustee to be paid for such period have been received in full by the Trustee.

**Subsection 3.4(f) added effective April 1, 2019.**

### **3.5 Contributions based on scheduled hours worked for part-time employees of participating employers**

Contributions and pensionable service for a part-time employee of a participating employer are calculated in accordance with subsections 3.4 (a) to (d), based on scheduled hours worked rather than actual hours worked, unless a collective agreement applicable to the employee specifies that actual hours worked apply.

**Section 3.5 amended effective April 1, 2019.**

### **3.5A Determination of eligibility and payment for service purchases**

- (a) The Trustee may determine conclusively all matters relating to whether any particular employment constitutes pensionable or eligible service, including, without limitation, if employment is full-time employment within the meaning of this plan text and if an employee of an employer is or is not a part-time employee within the meaning of this plan text.
- (b) For greater certainty, a determination made by the Trustee under subsection (a) is not subject to appeal.
- (c) The Trustee may determine conclusively all matters relating to salary and employment history and other evidence required to be provided by an employee to the Administrator to support a purchase of service by the employee and, failing the provision of such evidence by the employee to the Administrator, the employee shall not be permitted to purchase the service.
- (d) For greater certainty, a determination made by the Trustee under subsection (c) is not subject to appeal.
- (e) Payment in respect of the purchase of service by an employee must be made in full at the time the service purchase is requested, and no pensionable or eligible service will be credited to the employee until the Administrator receives payment in full.

**Section 3.5A added effective April 1, 2019.**

### **3.6 Division of superannuation allowance between spouses**

- (a) If a plan member is entitled to, or is receiving, a superannuation allowance, their spouse or former spouse may apply to the court for a division of the allowance earned during the marriage that is attributable to the spouse or former spouse if any of the following has occurred:
  - i. a petition for divorce has been filed;
  - ii. an application for a declaration of nullity has been filed;

- iii. the plan member and the spouse have been living separate and apart and there is no reasonable prospect of resuming cohabitation.
- (b) On application for division of an allowance under subsection (a), the court, having regard to all the circumstances, may order that a spouse or former spouse of a plan member is to receive the proportion of the allowance earned during the marriage that is attributable to them, up to a maximum of 50% of the allowance.
- (c) A subsequent spouse of a plan member's spouse or former spouse is not entitled to any allowance or other benefit under this plan text attributable to the plan member.
- (d) Except as otherwise provided by this plan text, a plan member's spouse or former spouse is not entitled to any benefits attributable to the plan member under the Act or this plan text once a court order dividing the plan member's allowance is issued under this Section.

### **3.7 When and how divided allowance is paid**

- (a) Payment of a pension to a spouse or former spouse of a retiree who is entitled to payment of a pension under a court-ordered division of an allowance under Section 3.6 is effective on the date determined by the court.
- (b) Payment to a spouse or former spouse of a plan member other than a retiree who is entitled to payment under a court-ordered division of an allowance under Section 3.6 must be in the form of a lump-sum commuted value of their share of the allowance.
- (c) If a spouse or former spouse dies before receiving payment under subsection (b), the payment must be paid to the estate of the spouse or former spouse.

### **3.8 Section 3.7 applies to court orders received on or after January 1, 2017**

Section 3.7 applies to the payment of a court ordered division of an allowance under Section 3.6 for any court order received by the Administrator on or after January 1, 2017, regardless of when the order was issued.

### **3.9 Death of spouse or plan member does not affect divided allowance**

- (a) Despite any other provision of this plan text, a spouse's or former spouse's share of a plan member's allowance under a court-ordered division is not affected by the death of the plan member.
- (b) A plan member's share of an allowance under a court-ordered division is not affected by the death of a spouse or former spouse who is entitled to a share of the allowance under the court-ordered division.

### **3.10 Information to spouse about share of divided allowance**

If requested, the Trustee must provide a plan member's spouse or former spouse with information about their share of a court-ordered division of an allowance.

### **3.11 Matrimonial Property Act settlement**

- (a) A court-ordered division of an allowance under Section 3.6 does not prevent the division of assets under Section 13 of the Nova Scotia *Matrimonial Property Act* in settlement of the value of any pension, allowance or other benefit under the Act or this plan text that, because the marriage relationship is terminated, the person will lose the chance of acquiring.
- (b) Sections 3.6 to 3.10 do not apply if there is an unequal division of assets under the Nova Scotia *Matrimonial Property Act* in accordance with subsection (a).

### **3.12 Obligations of Trustee and Administrator for divided allowances**

The only obligation of the Trustee and the Administrator regarding the division of an allowance earned during a marriage is to make payments in accordance with the court order, upon provision of the order to the Trustee and the Administrator.

### **3.13 Apportionment of allowance between two spouses**

- (a) If a plan member has two spouses at the time of their death, the total amount payable out of the Superannuation Fund to a surviving spouse under the Act and this plan text must be apportioned between the two spouses in accordance with

the period of time each cohabited with the plan member in a conjugal relationship while the plan member was earning an allowance.

- (b) A person to whom a plan member is married at the time of their death is deemed to be the plan member's sole surviving spouse for the purpose of the Act and this plan text unless another person notifies the Trustee in writing, no later than 12 months after the plan member's death, that the person claims to be a spouse of the deceased plan member.
- (c) To be eligible for an apportionment under subsection (a), a surviving spouse must provide sufficient evidence satisfactory to the Trustee to prove that they are a spouse of a plan member.
- (d) The Trustee is not obligated to make payments to any person claiming to be a surviving spouse of a deceased plan member unless that person notifies the Trustee of the claim in writing no later than 12 months after the plan member's death.
- (e) If two surviving spouses of a plan member submit conflicting evidence to the Trustee, the Trustee may decide not to make any payments to the spouses until one or both spouses obtain a court order, at the sole cost of the spouse or spouses, apportioning between them the total amount payable out of the Superannuation Fund to a surviving spouse.
- (f) If two surviving spouses of a plan member submit conflicting evidence to the Trustee, the Trustee is not obligated to pay interest to either spouse because of delays caused by the submissions.

## **4 ELIGIBLE AND PENSIONABLE SERVICE**

### **4.1 Eligible service**

- (a) Any period of service recognized as pensionable service is eligible service.
- (b) The Trustee may, on such terms and conditions as the Trustee prescribes, recognize a prior period of service as eligible service.



## **4.2 20-year limit for applying to receive credit for prior service**

To receive credit for a period of service as pensionable service under Section 4.3, 4.5 or 4.6, an application for the credit must be received by the Administrator no later than the following:

- i. 20 years after the date the period of service ends; or
- ii. if the employee withdrew contributions or was paid a commuted value, 20 years after the date the payment was made to the employee.

Despite the foregoing, in the situation of an employee entering the Pension Plan under an admission agreement, the employee may apply to purchase credit for a period of service that occurred more than 20 years before the effective date of the admission agreement so long as the employee's application is received by the Administrator no later than 12 months after the effective date of the admission agreement, and in such case the employee's payment obligation is as specified in clause 4.3ii.

**Section 4.2 amended effective April 1, 2024.**

## **4.3 Periods of absence at partial pay or without pay**

An authorized period of absence from duty for which an employee receives partial pay or no pay is counted as pensionable service if it is in respect of full-time or part-time employment in accordance with this plan text, is a minimum of 10 consecutive business days in length, and the employee pays into the Superannuation Fund the following:

- i. if an application to receive service credit for the period is received by the Administrator no later than 10 years after the date the period of absence ends, a sum equal to the difference between the following, plus any applicable interest:
  - a. the amount that would have been deducted from the employee's salary if the employee had been receiving full pay during the period of absence,
  - b. the sum actually paid into the Superannuation Fund from the employee's salary during the period of absence;

- ii. if an application to receive service credit for the period is received by the Administrator later than 10 years after the date the period of absence ends, an amount or amounts equal to the Pension Plan's actuarial cost of the service to be credited, calculated as determined by the Trustee.

**Section 4.3 amended effective April 1, 2019.**

#### **4.4 Transfer of employee to or from public authority**

- (a) Any agreement entered into before the date this plan text becomes effective respecting transferring the service of employees under the former Act to a public authority, or transferring the service of persons who were employed by a public authority from the public authority, is hereby affirmed.
- (b) The Trustee may enter into an agreement with a public authority respecting any of the following:
  - i. transferring employees' service from the Pension Plan to a public authority's pension plan;
  - ii. transferring the service of persons who are employed by a public authority from the authority's pension plan to the Pension Plan.

An agreement with a public authority under subsection (b) may include any terms and conditions the Trustee considers necessary.

#### **4.5 Purchase of prior contributory service with a public authority**

- (a) In this Section, "period of prior contributory service with a public authority" means
  - i. any period of at least 4 consecutive months during which an employee was employed full-time or part-time by a public authority, and contributions were being made, either by the employee or on the employee's behalf directly or through a funding excess, to a registered pension plan in which the public authority participated in respect of the employee, or
  - ii. as is otherwise acceptable to the Trustee in its sole discretion.

**Subsection 4.5(a) amended effective April 1, 2019.**

- (b) For the purpose of calculating pensionable service, a member may receive service credit for all or part of a period of prior contributory service with a public authority, if the member meets all of the following conditions:
  - i. they pay into the Superannuation Fund an amount or amounts equal to the Pension Plan's actuarial cost of the service credited, calculated as determined by the Trustee;
  - ii. they satisfy any terms and conditions the Trustee determines necessary.  
**Subsection 4.5(b) amended effective April 1, 2024.**
- (c) For greater certainty, purchase of prior service under this Section may be done only by a member and not by a former member.  
**Subsection 4.5(c) amended effective April 1, 2024.**

#### **4.6 Credit for prior service**

- (a) Any payments or repayments of contributions or a commuted value by an employee under this Section may only be made subject to the *Income Tax Act* (Canada).
- (b) A member who is an employee who, while an employee, has not made contributions for a period of full-time or part-time employment of a minimum of 4 consecutive months, or has made contributions for a period of service and has withdrawn them, may later pay
  - i. if an application to receive service credit for the period is received by the Administrator no later than 10 years after the date the period of service ends,
    - a. in the case of contributions not having been made, the employee contributions required at the contribution rate applicable on the date the salary was paid, together with interest from that date to and including the date the contributions are paid; or
    - b. in the case of repayment of contributions previously withdrawn, an amount equal to the contributions that were withdrawn, including any interest that had been credited and paid to the member at the time of the original withdrawal, together with interest from that date to and including the date the contributions are repaid; or

**Subsection 4.6 (b)i amended effective April 1, 2019.**

- ii. if an application to receive service credit for the period is received by the Administrator later than 10 years after the date the period of service ends,
  - a. in the case of contributions not having been made, an amount or amounts equal to the Pension Plan's actuarial cost of the service to be credited, calculated as determined by the Trustee; or
  - b. in the case of repayment of contributions previously withdrawn, an amount equal to the contributions that were withdrawn, including any interest that had been credited and paid to the member at the time of the original withdrawal, together with interest from that date, to and including the date the contributions are repaid.

**Subsection 4.6(b)ii amended effective April 1, 2019.**

- (c) Unless previously matched by an employer, any contributions paid or repaid by an employee under clause (b)i must be fully matched, at the time they are paid or repaid, by one of the following:
  - i. the original employer;
  - ii. a successor employer, if the successor employer is required by an enactment or an agreement to do so;
  - iii. the current employer, if the current employer is required by an enactment or an agreement to do so.
- (d) Except as provided in subsection (e), if an employer who is required to make matching payments under clause (c)i or ii no longer exists, the Administrator must ask the Trustee to determine whether, and on what terms, the employee may receive credit for the prior period of service, and the Trustee's determination applies despite subsection (b).
- (e) If an employer who is required to make matching payments under clause (c)i or ii was part of the Province of Nova Scotia but no longer exists, any contributions paid or repaid by an employee under subsection (b) must, unless previously matched by an employer, be fully matched by the Province at the time they are paid or repaid.

- (f) Any employee who has been paid a commuted value may repay the commuted value to the Superannuation Fund, together with interest from the date the commuted value was paid to the employee to and including the date the commuted value is repaid.
- (g) Except as provided in subsection (h), an employee who pays or repays employee contributions under subsection (b) or a commuted value under subsection (f) must be credited with a corresponding amount of pensionable service.
- (h) An employee may only acquire pensionable service before they retire, and any prior service that has not actually been paid for before the date the employee receives their last regular pay is not pensionable service.
- (i) For greater certainty, purchase of prior service under this Section may be done only by a member and not a former member.

#### **4.7 Member receiving disability benefits**

- (a) In this Section, “LTD Plan” means any long-term disability income continuance plan of an employer.
- (b) A member who is receiving benefit payments under an LTD Plan and who has not commenced receipt of a superannuation allowance must continue to make contributions in accordance with this plan text, based on the current rate of salary for the position which the member held immediately before the date they began receiving the benefit payment.  
**Subsection 4.7(b) amended effective November 1, 2018.**
- (c) **Subsection 4.7(c) deleted effective November 1, 2018.**

### **4A LEVELS OF PENSION PLAN PARTICIPATION**

#### **4A.1 Participation Levels**

- (a) Despite any other provisions of the Act or this plan text, a participating employer may request to enroll employees in one of the following levels of participation:

- i. “LEVEL 1.00” – incorporating the contribution rates set out in subsection 5.1(b) and the accrual rates set out in subsection 7.2(a);
  - ii. “LEVEL 0.80” – incorporating the scaled contribution rates set out in subsection 5.1(ba) and the scaled accrual rates set out in subsection 7.2(aa);
  - iii. “LEVEL 0.60” – incorporating the scaled contribution rates set out in subsection 5.1(bb) and the scaled accrual rates set out in subsection 7.2(ab).
- (b) Any consent of the Trustee under this Section or elsewhere in this plan text is in the Trustee’s sole and absolute discretion and may be withheld by the Trustee as it deems appropriate. For greater certainty, “consent” of the Trustee means approval by the Board of the Trustee by motion passed pursuant to the requirements set out in the Act.

**Section 4A.1 added effective December 15, 2024.**

## **5 EMPLOYEE AND EMPLOYER CONTRIBUTIONS**

### **5.1 Contribution rates**

- (a) For each employee participating in the Pension Plan at LEVEL 1.00, an employer must, in each pay period,
- i. for the employee’s contributions, deduct the amounts set out in subsection (b) from the employee’s salary and pay the amounts into the Superannuation Fund; and
  - ii. for the employer’s contributions, match the amount in clause i by paying the amount set out in subsection (b) into the Superannuation Fund from the employer’s own resources.

**Subsection (a) amended effective December 15, 2024.**

- (aa) For each employee participating in the Pension Plan at LEVEL 0.80, an employer must, in each pay period,

- i. for the employee's contributions, deduct the amounts set out in subsection (ba) from the employee's salary and pay the amounts into the Superannuation Fund; and
- ii. for the employer's contributions, match the amount in clause i by paying the amount set out in subsection (ba) into the Superannuation Fund from the employer's own resources.

**Subsection (aa) added effective December 15, 2024.**

(ab) For each employee participating in the Pension Plan at LEVEL 0.60, an employer must, in each pay period,

- i. for the employee's contributions, deduct the amounts set out in subsection (bb) from the employee's salary and pay the amounts into the Superannuation Fund; and
- ii. for the employer's contributions, match the amount in clause i by paying the amount set out in subsection (bb) into the Superannuation Fund from the employer's own resources.

**Subsection (ab) added effective December 15, 2024.**

(b) The current contribution rates for subsection (a) are set as follows:

- i. 8.4% of the amount of an employee's annualized salary that is equal to or less than the year's maximum pensionable earnings;
- ii. 10.9% of the amount of the employee's annualized salary that exceeds the year's maximum pensionable earnings.

**Subsection (b) amended effective December 15, 2024.**

(ba) The current scaled contribution rates for subsection (aa) are set as follows:

- i. 80% of 8.4% (being 6.72%) of the amount of an employee's annualized salary that is equal to or less than the year's maximum pensionable earnings;
- ii. 80% of 10.9% (being 8.72%) of the amount of the employee's annualized salary that exceeds the year's maximum pensionable earnings.

**Subsection (ba) added effective December 15, 2024.**

- (bb) The current scaled contribution rates for subsection (ab) are set as follows:
- i. 60% of 8.4% (being 5.04%) of the amount of an employee's annualized salary that is equal to or less than the year's maximum pensionable earnings;
  - ii. 60% of 10.9% (being 6.54%) of the amount of the employee's annualized salary that exceeds the year's maximum pensionable earnings.
- Subsection (bb) added effective December 15, 2024.**
- (bc) For part-time employees, for greater certainty, contributions for an employee are calculated as indicated in subsections (b), (ba), (bb) and then prorated based on the employee's work percentage.
- (c) The employer's contribution amounts in subsections (a), (aa), and (ab) apply to all contributions made by an employee for which a matching employer contribution has not already been made, and, subject to any limitations on employer contributions expressly set out in the Act or this plan text, these matching contributions must be paid
- i. by the Province of Nova Scotia, as employer, by payment out of the General Revenue Fund of the Province for
    - a. an employee of the Province, and
    - b. an employee of a regional centre for education/conseil scolaire acadien provincial, except any regional centre for education/conseil scolaire acadien provincial which by agreement with the Province is responsible for making its own matching payments;
  - ii. by a participating employer.
- Subsection (c) amended effective December 15, 2024.**
- (d) Matching employer contributions are not required in respect of any service transferred by an employee under any of the following agreements or arrangements unless provided for in the agreement or arrangement:



- i. an agreement with a public authority;
- ii. a reciprocal transfer agreement or a similar agreement or arrangement with an entity who is not an employer.

## **5.2 Contributions cease and allowance begins at maximum retirement age**

- (a) Subject to Section 57 of the Act, an employee who is employed after their normal retirement date must make contributions until the earlier of the following dates:
  - i. the date their employment terminates;
  - ii. November 30 of the calendar year in which they reach the maximum retirement age.
- (b) An employee must begin receiving their superannuation allowance no later than December of the calendar year in which the employee reaches the maximum retirement age.

## **5.3 Contribution rates may change**

For greater certainty, any contribution rate referred to in this plan text may be changed from time to time as permitted or required by the Act.

**Section 5.3 added effective December 15, 2024.**

# **6 RETIREMENT ELIGIBILITY**

## **6.1 Retirement at age 60**

A plan member who is 60 years old or more may retire with an unreduced superannuation allowance if their interest in the Pension Plan is vested.

## **6.2 Retirement based on the ‘rule of 80’ or ‘rule of 85’**

- (a) Except as provided in subsection (b), a plan member who is less than 60 years old but more than 50 years old may retire with an unreduced superannuation allowance if
  - i. their interest in the Pension Plan is vested; and
  - ii. their years of eligible service plus their age totals 80 or more.
- (b) For an employee who first commences employment on or after April 6, 2010, subsection (a) applies with the following changes:
  - i. “50” must be read as “55”;
  - ii. “80” must be read as “85”.

## **6.3 Early retirement**

- (a) A plan member who is less than 60 years old but more than 55 years old may retire with a reduced superannuation allowance, calculated in accordance with subsection (b), if their interest in the Pension Plan is vested.
- (b) The amount of an early retirement allowance payable under subsection (a) is the unreduced superannuation allowance the plan member would be entitled to if they were eligible to retire under Section 6.1 or 6.2, minus 0.5% for every month or part of a month remaining between the date they retire and the date they would qualify for an unreduced superannuation allowance under Section 6.1 or 6.2 based on eligible service as of the date of retirement.

## **6.4 Effective time of retirement**

Despite any other provision of the Act or this plan text, a plan member’s retirement is deemed to be effective as of the last day of the month in which the plan member retires.

## 7 SERVICE ALLOWANCES

### 7.1 Calculation of highest average salary

- (a) Except as provided in subsection (b), an employee's highest average salary must be calculated using the following formula:

$$\text{HBWS} \div 5$$

in which,

HBWS is the total of the employee's 130.5 highest biweekly salaries, or portions thereof, on which the employee made contributions that

- i. have not been refunded to the employee, or on behalf of the employee, or withdrawn from the Superannuation Fund, or
- ii. if refunded or withdrawn, have been fully repaid to the Superannuation Fund together with any applicable interest.

- (b) The highest average salary for an employee who has made contributions on less than 130.5 biweekly salaries must be calculated in accordance with the following formula:

$$\text{TBWS} \div \text{YES}$$

in which

TBWS is the total of the employee's biweekly salaries on which the employee made contributions that

- i. have not been refunded to the employee, or on behalf of the employee, or withdrawn from the Superannuation Fund, or
- ii. if refunded or withdrawn, have been fully repaid to the Superannuation Fund together with any applicable interest

YES is the employee's years of eligible service.

- (c) In computing the number of years of eligible service under subsection (b), only the actual number of years and full months of eligible service, expressed as a fraction of a year, are recognized as eligible service.

## **7.2 Calculation of superannuation allowance relating to participation in the Pension Plan at LEVEL 1.00, LEVEL 0.80, and LEVEL 0.60**

The unreduced annual superannuation allowance payable to a plan member who is less than 65 years old when they retire is the sum of (a), (aa) and (ab) below.

- (a) In relation to the plan member's participation in the Pension Plan at LEVEL 1.00, the sum of the following, calculated in accordance with this section:
  - i. 1.3% of the plan member's highest average salary up to the average year's maximum pensionable earnings plus 2% of the plan member's highest average salary in excess of the average year's maximum pensionable earnings, multiplied by the plan member's number of years of pensionable service in relation to their participation in the Pension Plan at LEVEL 1.00 that are also pensionable under the *Canada Pension Plan*;
  - ii. 2% of the plan member's highest average salary multiplied by the plan member's number of years of pensionable service in relation to their participation in the Pension Plan at LEVEL 1.00 that are not pensionable under the *Canada Pension Plan*;
  - iii. a bridge benefit payable from the date the superannuation allowance begins until the plan member turns 65 years old, calculated as 0.7% of the plan member's highest average salary up to the average year's maximum pensionable earnings multiplied by the plan member's number of years of pensionable service in relation to their participation in the Pension Plan at LEVEL 1.00 that are also pensionable under the *Canada Pension Plan*.

**Subsection (a) amended effective December 15, 2024.**

- (aa) In relation to the plan member's participation in the Pension Plan at LEVEL 0.80, the sum of the following, calculated in accordance with this section:
  - i. 80% of 1.3% (being 1.04%) of the plan member's highest average salary up to the average year's maximum pensionable earnings plus 80% of 2% (being 1.60%) of the plan member's highest average salary in excess of the average year's maximum pensionable earnings, multiplied by the plan

member's number of years of pensionable service in relation to their participation in the Pension Plan at LEVEL 0.80 that are also pensionable under the *Canada Pension Plan*;

- ii. 80% of 2% (being 1.60%) of the plan member's highest average salary multiplied by the plan member's number of years of pensionable service in relation to their participation in the Pension Plan at LEVEL 0.80 that are not pensionable under the *Canada Pension Plan*;
- iii. a bridge benefit payable from the date the superannuation allowance begins until the plan member turns 65 years old, calculated as 80% of 0.7% (being 0.56%) of the plan member's highest average salary up to the average year's maximum pensionable earnings multiplied by the plan member's number of years of pensionable service in relation to their participation in the Pension Plan at LEVEL 0.80 that are also pensionable under the *Canada Pension Plan*.

**Subsection (aa) amended effective December 15, 2024.**

(ab) In relation to the plan member's participation in the Pension Plan at LEVEL 0.60, the sum of the following, calculated in accordance with this section:

- i. 60% of 1.3% (being 0.78%) of the plan member's highest average salary up to the average year's maximum pensionable earnings plus 60% of 2% (being 1.20%) of the plan member's highest average salary in excess of the average year's maximum pensionable earnings, multiplied by the plan member's number of years of pensionable service in relation to their participation in the Pension Plan at LEVEL 0.60 that are also pensionable under the *Canada Pension Plan*;
- ii. 60% of 2% (being 1.20%) of the plan member's highest average salary multiplied by the plan member's number of years of pensionable service in relation to their participation in the Pension Plan at LEVEL 0.60 that are not pensionable under the *Canada Pension Plan*;
- iii. a bridge benefit payable from the date the superannuation allowance begins until the plan member turns 65 years old, calculated as 60% of 0.7% (being 0.42%) of the plan member's highest average salary up to the average year's maximum pensionable earnings multiplied by the plan

member's number of years of pensionable service in relation to their participation in the Pension Plan at LEVEL 0.60 that are also pensionable under the *Canada Pension Plan*.

**Subsection (ab) amended effective December 15, 2024.**

- (b) In computing the number of years of pensionable service under subsections (a), (aa), and (ab), only the actual number of years and full months of pensionable service, expressed as a fraction of a year, are recognized as pensionable service.

**Subsection (b) amended effective December 15, 2024.**

- (c) The unreduced annual superannuation allowance payable to a plan member who is 65 years old or more when they retire is the sum of the amounts in clauses (a) i and ii, clauses (aa) i and ii, and clauses (ab) i and ii, calculated in accordance with this Section.

**Subsection (c) amended effective December 15, 2024.**

- (d) For greater certainty,

- i. if a plan member's total pensionable service includes pensionable service that accrued before January 1, 1966, all of the years of pensionable service accrued before January 1, 1966, must be counted for the purposes of clause (a)ii; and
- ii. the total amount of the bridge benefit paid under clause (a) iii, clause (aa) iii, clause (ab) iii includes the total of any accumulated cost of living adjustments applied to the bridge benefit during
  - a. the period the bridge benefit is paid, and
  - b. any period in which the allowance is deferred.

**Section (d) amended effective December 15, 2024.**

- (e) For an employee who has acquired the maximum number of pensionable service years under Section 57 of the Act, subject to this plan text, the highest average salary under subsections (a), (aa), and (ab) must include any biweekly salaries, or portions of biweekly salaries, that
- i. they earned after acquiring the maximum; and

- ii. they would have made contributions on if the salaries had been earned before they acquired the maximum.

**Section (e) amended effective December 15, 2024.**

- (f) In computing the number of years of pensionable service of an employee under subsections (a), (aa), and (ab), the employee must be credited with one year of pensionable service for each of the following:
  - i. a year of service the employee is entitled to for the purpose of a retirement allowance under the *Teachers' Pension Act*, upon the transfer from the Nova Scotia Teachers' Pension Fund to the Superannuation Fund of the amounts determined by Trustee;
  - ii. a university year spent as a full-time teacher in a university in the Province, if the employee applies in writing to the Trustee and pays into the Superannuation Fund the actuarial cost, as determined by the Trustee, of the pensionable service credited to the employee.

**Section (f) amended effective December 15, 2024.**

- (g) Any pensionable service credited in accordance with Section 13 of the former Act for service in World War II or the Korean Conflict, and payment particulars of a superannuation allowance in respect of the service, remain unaffected by the Act and this plan text.

### **7.3 Payment of allowance in monthly instalments**

A superannuation allowance and survivor allowance must be paid in monthly instalments.

### **7.4 Minimum superannuation allowance**

Despite any other provision of the Act or this plan text, if the commuted value of a plan member's superannuation allowance when they retire is less than their contributions plus applicable interest, their superannuation allowance must be increased so that its commuted value is equal to their contributions plus applicable interest.

## **7.5 Lump sum payment of commuted value if benefit small**

If the commuted value of an allowance payable under the Act and this plan text is less than 2% of the year's maximum pensionable earnings in the last year of their employment, the person entitled to the allowance may elect to receive a lump sum payment of the commuted value of the allowance instead of the allowance.

## **7.6 Retired member returning to work**

- (a) If a retiree is re-employed as an employee and is required to pay contributions into the Superannuation Fund, the retiree's superannuation allowance must be suspended until the retiree terminates employment.
- (b) If a re-employed retiree whose superannuation allowance has been suspended under subsection (1) terminates employment, the retiree's superannuation allowance must be recalculated to include salary and pensionable service for the period of re-employment.

## **7.7 Pension Accrual Rates**

For greater certainty, any pension accrual rate referred to in this plan text may be changed from time to time as permitted or required by the Act.

**Section 7.7 added effective December 15, 2024.**

# **8 TERMINATION BENEFITS**

## **8.1 Termination before pension vested**

A plan member whose employment terminates before their interest in the Pension Plan is vested may apply in writing for a refund of the contributions they paid, together with interest credited to the last day of the month immediately before the month the Trustee received their application.

## **8.2 Termination after interest in Pension Plan vested**

- (a) This Section applies only to plan members whose employment terminates after their interest in the Pension Plan is vested but who are not entitled to an immediate allowance or receiving a superannuation allowance.



- (b) Instead of receiving a deferred allowance, a plan member may require the Trustee to pay the commuted value of the deferred allowance as follows, by notifying the Trustee in the manner the Trustee requires:
  - i. for transfer to a pension fund related to another plan, if the administrator of the other plan agrees to accept the payment;
  - ii. for transfer to a retirement savings arrangement prescribed for the transfer in regulations made under the *Pension Benefits Act*;
  - iii. for the purchase for the plan member of a deferred life annuity under which payments do not begin earlier than 10 years before the plan member's normal retirement date.
- (c) If the commuted value of a plan member's deferred allowance is less than their contributions plus interest credited to the last day of the month immediately before the month the Trustee receives notice under subsection (b), the plan member may request, in addition to payment under subsection (b),
  - i. a refund of the difference, payable to the plan member; or
  - ii. a transfer of the difference, in accordance with subsection (b).
- (d) Despite subsection (b), a plan member may
  - i. request, in writing, a refund of the employee contributions paid by the plan member that relate to pensionable service accrued before January 1, 1988, together with interest credited to the last day of the month immediately before the month in which the Trustee receives the request; and
  - ii. require the Trustee to transfer, in accordance with subsection (b), the commuted value of the portion of their deferred allowance that is attributable to pensionable service on or after January 1, 1988.
- (e) Despite anything in this Section, no transfer may be made under this Section except as permitted by the *Income Tax Act* (Canada).

### **8.3 Calculation of commuted value**

The commuted values referred to in Section 8.2, 9.2A, and 9.2B, and the present values referred to in Sections 9.3A and 9.6A, must be calculated in accordance with the recommended computation of minimum transfer values of immediate and deferred pensions issued by the Canadian Institute of Actuaries, dated December 1987, and any subsequent pronouncement by that body.

**Section 8.3 amended April 1, 2024.**

## **9 SURVIVOR ALLOWANCES AND OTHER DEATH BENEFITS**

### **9.1 Death before interest in Pension Plan vested**

The surviving spouse, or designated beneficiary or estate, of a plan member who dies before their interest in the Pension Plan is vested may apply in writing for, and must be paid, a refund of the contributions the plan member paid, together with interest credited to the last day of the month immediately before the month the Trustee receives the application.

#### **9.1A Survivor allowances for employee who first commences employment on or after April 6, 2010**

Sections 9.2, 9.2A, 9.2B, 9.3 and 9.3A apply to an employee who first commences employment on or after April 6, 2010, with the following substitutions made to Sections 9.2, 9.2A, 9.2B, 9.3 and 9.3A:

- i. “66 2/3%” must be read as “60%”;
- ii. “33 1/3%” must be read as “40%”;
- iii. “3 qualifying children” must be read as “4 qualifying children”.

**Section 9.1A added effective April 1, 2024.**

### **9.2 Death after interest in Pension Plan vested but before retirement - date of death before January 26, 2023**

**Title of Section 9.2 amended effective April 1, 2024.**

- (a) i. This Section applies only to plan member deaths before January 26, 2023.  
**Subsection 9.2(a)i amended effective April 1, 2024.**

- ii. In this Section, “total superannuation allowance” means the total superannuation allowance calculated under Section 9.5
- (b) If a plan member dies after their interest in the Pension Plan is vested but before they retire then their surviving spouse, qualifying children and dependants are entitled to an immediate survivor allowance, as follows:
  - i. for the plan member’s surviving spouse, an amount equal to 66 2/3% of the total superannuation allowance, payable for life;
  - ii. for each surviving qualifying child, an amount equal to
    - a. if there is a surviving spouse, 10% of the total superannuation allowance, or a proportionately lesser percentage if there are more than 3 qualifying children, payable until the applicable date as specified in subsection (c), not exceeding in the whole 33 1/3% of the total superannuation allowance in respect of all qualifying children,  
**Subsection 9.2(b)ii a. amended effective April 1, 2024.**
    - b. if there is no surviving spouse or the surviving spouse dies, an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection (c);  
**Subsection 9.2(b)ii b. amended effective April 1, 2024.**
  - iii. if there is no surviving spouse and no qualifying children, for each of the plan member’s dependants, an amount equal to an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection (d).  
**Subsection 9.2(b)iii amended effective April 1, 2024.**
- (c) A survivor allowance paid under this Section to a qualifying child must be paid until the last day of the month in which
  - i. for a child who does not meet the criteria in clause ii or iii, the child turns 18 years old;

- ii. for a child who is 18 years or older and in full-time attendance at an educational institution determined by the Trustee to be an educational institution for the purposes of this plan text and annually submits evidence of their attendance in a form satisfactory to the Trustee,
    - a. the child turns 25 years old, or
    - b. the child is under 25 years old but ceases to attend an educational institution full-time;
  - iii. for a child who is 18 years or older and is also a dependant,
    - a. there are no other remaining qualifying children or a surviving spouse, or
    - b. there are other remaining qualifying children or a surviving spouse and the child's mental or physical disability ceases or the child dies.
- (d) A survivor allowance paid under this Section to a dependant must be paid until the last day of the month in which the dependant's mental or physical disability ceases or the dependant dies.
- (e) If a qualifying child or dependant ceases to be paid a share of a survivor allowance under subsection (c) or (d) the equal share of the survivor allowance to which survivors are entitled under subclause (b)ii or clause (b)iii must be recalculated so that the remaining qualifying children or remaining dependants continue to receive an equal share in accordance with those provisions.
- (f) For greater certainty, in no circumstance will the total monthly payments to the surviving spouse, qualifying children, and dependants exceed 100% of the monthly superannuation allowance that would have been paid to the retiree if they were alive.

Subsection 9.2(f) added effective April 1, 2024.

**9.2A Death after interest in Pension Plan vested but before retirement – date of death on or after January 26, 2023 but before April 1, 2024**

- (a)
  - i. This Section applies only to plan member deaths before January 26, 2023 but before April 1, 2024.
  - ii. In this Section, “total superannuation allowance” means the total superannuation allowance calculated under Section 9.5
- (b) If a plan member dies after their interest in the Pension Plan is vested but before they retire then their surviving spouse, qualifying children and dependants are entitled to an immediate survivor allowance, as follows:
  - i. for the plan member’s surviving spouse, an amount equal to 66 2/3% of the total superannuation allowance, payable for life;
  - ii. for each surviving qualifying child, an amount equal to
    - a. if there is a surviving spouse, 10% of the total superannuation allowance, or a proportionately lesser percentage if there are more than 3 qualifying children, payable until the applicable date as specified in subsection (d), not exceeding in the whole 33 1/3% of the total superannuation allowance in respect of all qualifying children,
    - b. if there is no surviving spouse or the surviving spouse dies, an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection (d);
  - iii. if there is no surviving spouse and no qualifying children, for each of the plan member’s dependants, an amount equal to an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection (e).
- (c) If a plan member dies after their interest in the Pension Plan is vested but before they retire, and does not have a surviving spouse, qualifying children, or dependants at their date of death, the plan member’s designated beneficiary or estate is entitled to be paid the commuted value of the member’s superannuation allowance, determined as though the plan member terminated employment on their date of death.

- (d) A survivor allowance paid under this Section to a qualifying child must be paid until the last day of the month in which
- i. for a child who does not meet the criteria in clause ii or iii, the child turns 18 years old;
  - ii. for a child who is 18 years or older and in full-time attendance at an educational institution determined by the Trustee to be an educational institution for the purposes of this plan text and annually submits evidence of their attendance in a form satisfactory to the Trustee,
    - a. the child turns 25 years old, or
    - b. the child is under 25 years old but ceases to attend an educational institution full-time.
  - iii. for a child who is 18 years or older and is also a dependant,
    - a. there are no other remaining qualifying children or a surviving spouse, or
    - b. there are other remaining qualifying children or a surviving spouse and the child's mental or physical disability ceases or the child dies.
- (e) A survivor allowance paid under this Section to a dependant must be paid until the last day of the month in which the dependant's mental or physical disability ceases or the dependant dies.
- (f) If a qualifying child or dependant ceases to be paid a share of a survivor allowance under subsection (d) or (e), the equal share of the survivor allowance to which survivors are entitled under clause (b)ii or clause (b)iii must be recalculated so that the remaining qualifying children or remaining dependants continue to receive an equal share in accordance with those provisions.
- (g) For greater certainty, in no circumstance will the total monthly payments to the surviving spouse, qualifying children, and dependants exceed 100% of the

monthly superannuation allowance that would have been paid to the retiree if they were alive.

**Section 9.2A added effective April 1, 2024.**

**9.2B Death after interest in Pension Plan vested but before retirement – date of death on or after April 1, 2024**

- (a)
  - i. This Section applies only to plan member deaths on or after April 1, 2024
  - ii. In this Section, “total superannuation allowance” means the total superannuation allowance calculated under Section 9.5
- (b) If a plan member dies after their interest in the Pension Plan is vested but before they retire, then their surviving spouse, qualifying children and dependants are entitled to an immediate survivor allowance, as follows:
  - i. for the plan member’s surviving spouse, an amount equal to 66 2/3% of the total superannuation allowance, payable for life;
  - ii. for each surviving qualifying child, an amount equal to
    - a. if there is a surviving spouse, 10% of the total superannuation allowance, or a proportionately lesser percentage if there are more than 3 qualifying children, payable until the applicable date as specified in subsection (e), not exceeding in the whole 33 1/3% of the total superannuation allowance in respect of all qualifying children,
    - b. if there is no surviving spouse or the surviving spouse dies, an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection (e);
  - iii. if there is no surviving spouse and no qualifying children, for each of the plan member’s dependants, an amount equal to an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection (f).

- (c) If a plan member dies after their interest in the Pension Plan is vested but before they retire, and does not have a surviving spouse, qualifying children, or dependants at their date of death, the plan member's designated beneficiary or estate is entitled to be paid the commuted value of the member's superannuation allowance, determined as though the plan member terminated employment on their date of death.
- (d) If a plan member dies after their interest in the Pension Plan is vested but before they retire, does not have a surviving spouse at their date of death, and has qualifying children or dependants, the qualifying children or dependants are entitled to an immediate survivor allowance, as follows:
  - i. for each surviving qualifying child,
    - a. for the first 5 years after the plan member's death, an amount equal to an equal share of 100% of the total superannuation allowance;
    - b. more than 5 years after the plan member's death, an amount equal to an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection (e).
  - ii. if there are no surviving qualifying children at the plan member's date of death, for each of the plan member's dependants,
    - a. for the first 5 years after the plan member's death, an amount equal to an equal share of 100% of the total superannuation allowance;
    - b. more than 5 years after the plan member's death, an amount equal to an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection (f).
  - iii. If the qualifying children or dependants receiving payments under subclause (d)i(a) or subclause (d)ii(a) all die within 5 years of the plan member's death, the present value of the remaining payments that



would have been paid within 5 years of the plan member's death will be paid to the designated beneficiary or estate of the last individual in receipt of the payments.

- (e) A survivor allowance paid to a qualifying child must be paid at least until the last day of the month in which
  - i. for a child who does not meet the criteria in clause ii or iii, the child turns 18 years old;
  - ii. for a child who is 18 years or older and in full-time attendance at an educational institution determined by the Trustee to be an educational institution for the purposes of this plan text and annually submits evidence of their attendance in a form satisfactory to the Trustee,
    - a. the child turns 25 years old, or
    - b. the child is under 25 years old but ceases to attend an educational institution full-time.
  - iii. for a child who is 18 years or older and is also a dependant,
    - a. there are no other remaining qualifying children or a surviving spouse, or
    - b. there are other remaining qualifying children or a surviving spouse and the child's mental or physical disability ceases or the child dies.
- (f) A survivor allowance paid to a dependant must be paid at least until the last day of the month in which the dependant's mental or physical disability ceases or the dependant dies.
- (g) If a qualifying child or dependant ceases to be paid a share of a survivor allowance under subsection (e) or (f) the equal share of the survivor allowance to which survivors are entitled under this Section must be recalculated so that the remaining qualifying children or remaining dependants continue to receive an equal share in accordance with those provisions.

- (h) For greater certainty, in no circumstance will the total monthly payments to the surviving spouse, qualifying children, and dependants exceed 100% of the monthly superannuation allowance that would have been paid to the retiree if they were alive.

**Section 9.2B added effective April 1, 2024.**

### **9.3 Death after retirement – retirement before April 1, 2024**

- (a) If a plan member who retired prior to April 1, 2024 dies after they retire, then their surviving spouse, qualifying children and dependants are entitled to an immediate survivor allowance as follows:
  - i. for the retiree's surviving spouse, an amount equal to 66 2/3% of the total superannuation allowance, payable for life;
  - ii. for each surviving qualifying child, an amount equal to
    - a. if there is a surviving spouse, 10% of the total superannuation allowance, or a proportionately lesser percentage if there are more than 3 qualifying children, payable until the applicable date as specified in subsection 9.2(c), not exceeding in the whole 33 1/3% of the total superannuation allowance in respect of all qualifying children,
    - b. if there is no surviving spouse or the surviving spouse dies, an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection 9.2(c);
  - iii. if there is no surviving spouse and no qualifying children, for each of the plan member's dependants, an amount equal to an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection 9.2(d).
- (b) For the purposes of this Section,
  - i. a "surviving spouse" of a retiree who retired prior to April 1, 2024 means a person who

- a. became the retiree's spouse before the retiree retired, or
- b. became the retiree's spouse at least 3 years before the retiree's death.
- c. In determining whether the 3-year requirement contained in subclause (b)ib. has been met, a period of cohabitation in a conjugal relationship may be added to a period of legal marriage or registered domestic partnership that immediately follows the period of cohabitation in a conjugal relationship.

**Section 9.3 replaced effective April 1, 2024.**

### **9.3A Death after retirement – retirement on or after April 1, 2024**

- (a) If a plan member who retired on or after April 1, 2024 dies after they retire and they had a spouse at the date of their retirement, then their surviving spouse and qualifying children are entitled to an immediate survivor allowance as follows:
  - i. for the retiree's surviving spouse, an amount equal to 66 2/3% of the total superannuation allowance, payable for life;
  - ii. for each surviving qualifying child, an amount equal to
    - a. if there is a surviving spouse, 10% of the total superannuation allowance, or a proportionately lesser percentage if there are more than 3 qualifying children, payable until the applicable date as specified in subsection 9.2B(e), not exceeding in the whole 33 1/3% of the total superannuation allowance in respect of all qualifying children,
    - b. if there is no surviving spouse or the surviving spouse dies, an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection 9.2B(e);
- (b) If a plan member who retired on or after April 1, 2024 dies after they retire and they did not have a spouse at the date of their retirement, then their qualifying

children and dependants are entitled to an immediate survivor allowance as follows:

- i. for each surviving qualifying child,
    - a. for payments within the first 15 years after the plan member's retirement, an amount equal to an equal share of 100% of the total superannuation allowance;
    - b. for payments made more than 15 years after the plan member's retirement, an amount equal to an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection 9.2B(e).
  - ii. if there are no surviving qualifying children at the plan member's date of death, for each of the plan member's dependants,
    - a. for payments within the first 15 years after the plan member's retirement, an amount equal to an equal share of 100% of the total superannuation allowance;
    - b. for payments made more than 15 years after the plan member's retirement, an amount equal to an equal share of 66 2/3% of the total superannuation allowance, payable until the applicable date as specified in subsection 9.2B(f).
  - iii. if there are no qualifying surviving children or dependants, or if all of the qualifying children or dependants in receipt of payments die within 15 years of the plan member's retirement, the present value of the remaining total superannuation allowance payments that would have been made to the plan member within the first 15 years of the plan member's retirement if they were alive will be made to the designated beneficiary or estate of the last individual in receipt of the payments.
- (c) For the purposes of this Section,
- i. a "surviving spouse" of a retiree who retired on or after April 1, 2024 means a person who

- a. was the retiree's spouse on their date of retirement, and
  - b. is not in receipt of a portion of the retiree's superannuation allowance under Section 3.6.
- (d) For greater certainty, in no circumstance will the total monthly payments to the surviving spouse, qualifying children, and dependants exceed 100% of the monthly superannuation allowance that would have been paid to the retiree if they were alive.

**Section 9.3A added effective April 1, 2024.**

#### **9.4 Survivor allowances for employees who first commences employment on or after April 6, 2020.**

**Section 9.4 moved to be Section 9.1A effective April 1, 2024.**

#### **9.5 Total superannuation allowance for calculating survivor allowances**

- (a) Except as provided in subsection (c), the total superannuation allowance for purposes of calculating survivor allowances payable under Sections 9.2, 9.2A, and 9.2B to a surviving spouse, qualifying child, or dependant is based on the following:
- Subsection 9.5(a) amended effective April 1, 2024.**
- i. the superannuation allowance calculated under clause 7.2(a)i for that portion of the plan member's pensionable service accrued on and after January 1, 1992;
  - ii. the superannuation allowance calculated under clause 7.2(a)ii for that portion of the plan member's pensionable service accrued before January 1, 1992.
- (b) If a retiree dies before turning 65 years old, the total superannuation allowance for the purpose of calculating survivor allowances payable under Sections 9.3 and 9.3A to a surviving spouse, qualifying child or dependant is based on the following:
- Subsection 9.5(b) amended effective April 1, 2024.**

- i. until and including the month in which the retiree would have turned 65 years old, the superannuation allowance calculated under subsection 7.2(a);
  - ii. beginning the month immediately after the month in which the retiree would have turned 65 years old, the superannuation allowance calculated in accordance with clauses 7.2(a)i and ii.

**Subsection 9.5(b)ii. amended effective April 1, 2024.**
- (c) If a plan member dies after turning 65 years old, the total superannuation allowance for the purpose of calculating a survivor allowance payable under Sections 9.2 , 9.2A, 9.2B,9.3 or 9.3A to a surviving spouse, qualifying child or dependant is based on the superannuation allowance calculated under clause 7.2(a)i for all pensionable service.  
**Subsection 9.5(c) amended effective April 1, 2024.**
- (d) For greater certainty, in no circumstance will the total monthly payments to the surviving spouse, qualifying children, and dependants exceed 100% of the monthly superannuation allowance that would have been paid to the retiree if they were alive.  
**Subsection 9.5(d) added effective April 1, 2024.**

## **9.6 Payment of allowance to surviving spouse in first five years after death - pre-retirement death or retirement before April 1, 2024**

- (a) Despite Sections 9.2, 9.2A, and 9.3, for pre-retirement deaths occurring before April 1, 2024 and for plan members who retired prior to April 1, 2024, payment of a survivor allowance to a surviving spouse within the first five years after a plan member dies must be paid in accordance with this Section.  
**Subsection 9.6(a) amended effective April 1, 2024.**
- (b) For the first five years after a plan member other than a retiree dies, a surviving spouse of the plan member who is entitled to a survivor allowance under Section 9.2 or 9.2A must be paid the superannuation allowance that the plan member would have been entitled to receive,
  - i. calculated as if the plan member qualified for an immediate unreduced superannuation allowance, less any survivor allowance paid to qualifying children; and

- ii. subject to the limits in subsection (c).
- (c) If the plan member would not have qualified for an immediate unreduced superannuation allowance had their employment terminated, the survivor allowance payable under subsection (b) must not exceed the greater of
- i. the survivor allowance payable under Section 9.2 or 9.2A; and
  - ii. the lesser of
    - a. the year's maximum pensionable earnings in the year the plan member died, and
    - b. 66 2/3% of the unreduced superannuation allowance that would be payable to the plan member under subsection 7.2(a) at age 65 if the plan member had continued in employment to age 65 at the same rate of salary.
- (d) Subject to subsection (e), if a retiree dies within five years after retiring, for the remainder of the five years since the retiree retired, a surviving spouse of the retiree who is entitled to a survivor allowance under Section 9.3 must be paid the superannuation allowance that was being paid to the retiree at the date of death less any survivor allowances being paid to qualifying children
- (e) If a retiree would have turned 65 years old within five years after retiring, the superannuation allowance payable under subsection (d) must be adjusted the month immediately after the month in which the retiree would have turned 65 years old to take into account the end of the bridge benefit in clause 7.2(a)iii.
- (f) For greater certainty, clauses 9.2(b)i and ii apply after the five-year period referred to in subsections (b) to (e).

#### **9.6A Payment of allowance to surviving spouse in first five years after death – pre-retirement death or retirement on or after April 1, 2024**

- (a) Despite Sections 9.2B and 9.3A, for pre-retirement deaths occurring on or after April 1, 2024 and for plan members who retire on or after April 1, 2024, payment of a survivor allowance to a surviving spouse within the first five years after a plan member dies must be paid in accordance with this Section.

- (b) For the first five years after a plan member other than a retiree dies, a surviving spouse of the plan member who is entitled to a survivor allowance under Section 9.2B must be paid the superannuation allowance that the plan member would have been entitled to receive,
  - i. calculated as if the plan member qualified for an immediate unreduced superannuation allowance, less any survivor allowance paid to qualifying children; and
  - ii. subject to the limits in subsection (c).
- (c) If the plan member would not have qualified for an immediate unreduced superannuation allowance had their employment terminated, the survivor allowance payable under subsection (b) must not exceed the greater of
  - i. the survivor allowance payable under Section 9.2B; and
  - ii. the lesser of
    - a. the year's maximum pensionable earnings in the year the plan member died, and
    - b. 66 2/3% of the unreduced superannuation allowance that would be payable to the plan member under subsection 7.2(a) at age 65 if the plan member had continued in employment to age 65 at the same rate of salary.
- (d) For a plan member other than a retiree, if their surviving spouse dies within five years after the plan member's death, the remaining payments that would have been made to the surviving spouse within the first five years of the plan member's death will be paid as follows:
  - i. If there are qualifying children, each qualifying child will receive an equal share;
  - ii. If there are no qualifying children, or if the qualifying children also die within five years of the plan member's death, the present value of the



remaining payments will be paid to the designated beneficiary or estate of the last individual in receipt of payments.

- (e) Subject to subsection (f), if a retiree dies within five years after retiring, for the remainder of the five years since the retiree retired, a surviving spouse of the retiree who is entitled to a survivor allowance under Section 9.3A must be paid the superannuation allowance that was being paid to the retiree at the date of death less any survivor allowances being paid to qualifying children
- (f) If a retiree would have turned 65 years old within five years after retiring, the superannuation allowance payable under subsection (e) must be adjusted the month immediately after the month in which the retiree would have turned 65 years old to take into account the end of the bridge benefit in clause 7.2(a)iii.
- (g) For a plan member who retired on or after April 1, 2024 and had a spouse at the time of their retirement who is not in receipt of a portion of the retiree's superannuation allowance under Section 3.6, if the plan member and the spouse both die within the first five years of the plan member's retirement the remaining payments that would have been made to the spouse within the first five years of the plan member's retirement if the spouse were alive will be paid as follows:
  - i. If there are qualifying children, each qualifying child will receive an equal share;
  - ii. If the spouse predeceased the member, there are no qualifying children, and there are dependants, each dependant will receive an equal share;
  - iii. If there are no qualifying children or dependants eligible to receive the payments, or if the qualifying children or dependants in receipt of payments also die within five years of the plan member's retirement, the present value of the remaining payments will be paid to the designated beneficiary or estate of the last individual in receipt of payments.
- (h) For greater certainty, clauses 9.2B(b)i and ii apply after the five-year period referred to in subsections (b) to (f).

- (i) For greater certainty, in no circumstance will the total monthly payments to the surviving spouse, qualifying children, and dependants exceed 100% of the monthly superannuation allowance that would have been paid to the retiree if they were alive.

**Section 9.6A added effective April 1, 2024.**

## **9.6B Optional forms of pension for members with a spouse at retirement**

- (a) Plan members with a spouse at retirement who retire on or after April 1, 2024, may opt to receive an optional form of pension that is a 75% joint and survivor pension with the full payment amount guaranteed for the first 15 years after retirement. Under this optional form of pension:
  - i. Section 9.3A applies with the following substitutions made:
    - a. “66 2/3%” must be read as “75%”
    - b. “33 1/3%: must be read as “25%”
    - c. “3 qualifying children” must be read as “2 qualifying children”
  - ii. The payments under Section 9.6A within the first five years after the plan member’s retirement that are guaranteed to be paid in the event of the plan member’s death to either a surviving spouse, qualifying children, dependants, a designated beneficiary, or the estate of the plan member or surviving spouse, are instead guaranteed for the first 15 years after the plan member’s retirement.
  - iii. Notwithstanding the foregoing, a survivor allowance that is paid beyond the 15-year guarantee period to an individual qualifying child or dependant cannot exceed 66 2/3% of the superannuation allowance that would be paid to the retired plan member if they were alive.
  - iv. The superannuation allowance payable under this subsection is reduced such that it is the actuarial equivalent of the superannuation allowance otherwise payable under Section 7.2 and Sections 9.3 through 9.6A.
- (b) Plan members with a spouse at retirement who retire on or after April 1, 2024, may opt to receive an optional form of pension that is a 100% joint and survivor pension with the full payment amount guaranteed for the first 15 years after retirement. Under this optional form of pension:

- i. Section 9.3A applies with the with the following substitutions made:
    - a. “66 2/3%” must be read as “100%”
    - b. “33 1/3%: must be read as “0%”
  - ii. Notwithstanding Section 9.3A, no payments will be made to qualifying children while the surviving spouse is in receipt of a superannuation allowance.
  - iii. The payments under Section 9.6A within the first five years after the plan member’s retirement that are guaranteed to be paid in the event of the plan member’s death to either a surviving spouse, qualifying children, dependants, a designated beneficiary, or the estate of the plan member or surviving spouse, are instead guaranteed for the first 15 years after the plan member’s retirement.
  - iv. Notwithstanding the foregoing, a survivor allowance that is paid beyond the 15-year guarantee period to an individual qualifying child or dependant cannot exceed 66 2/3% of the superannuation allowance that would be paid to the retired plan member if they were alive.
  - v. The superannuation allowance payable under this subsection is reduced such that it is the actuarial equivalent of the superannuation allowance otherwise payable under Section 7.2 and Sections 9.3 through 9.6A.
- (c) In this Section, “actuarial equivalent” means a benefit of equal value, where the value is determined using such interest rate, mortality and other actuarial assumptions as may be recommended by the actuary and adopted by the administrator, subject to any requirements of the Act and the *Income Tax Act* (Canada).

**Section 9.6B added effective April 1, 2024.**

## **9.7 Refund payable to designated beneficiary or estate**

If a plan member dies and the last survivor allowance ceases to be paid because there are no persons eligible to continue receiving it, the plan member’s designated beneficiary or estate, or the estate of the last person to have been receiving a survivor allowance attributable to the plan member, may apply to the Trustee in writing for payment of, and must be paid the following:

- i. for a plan member who dies after their interest in the Pension Plan is vested but before they retire, and whose contributions together with interest credited to the date of the plan member's death exceeds the total of all superannuation allowances, survivor allowances, and lump sum commuted values and present values paid in respect of the plan member, the difference between those 2 amounts;
- ii. for a retiree who dies, and whose contributions together with interest credited to the date of the retiree's retirement exceeds the total of all superannuation allowances, survivor allowances, and lump sum present values paid in respect of the retiree, the difference between those 2 amounts.

**Section 9.7 amended effective April 1, 2024.**

## **10 INTEREST RATES AND CALCULATION**

### **10.1 Interest on outstanding amounts payable to the Superannuation Fund**

- (a) In this Section, "outstanding amount" means any amount that is payable to the Superannuation Fund under this plan text, but for which payment has not been made.
- (b) Unless excepted by the Trustee, an outstanding amount must include interest, in accordance with subsections (c) and (d) for the period from the following applicable date to the date of payment:
  - i. date the amount was or would have been originally payable;
  - ii. the date the amount was withdrawn from the Superannuation fund.
- (c) For periods before April 1, 2008, interest on any outstanding amounts must be calculated in the manner and at the rate corresponding to the period in which the amount was or would have been originally payable, as specified in Appendix 1.

**Subsection 10.1(c) amended effective April 1, 2024.**

- (d) Interest on any amount that became or becomes payable on or after April 1, 2008, must be calculated for any fiscal year or part of a year in which the amount payable, or any portion of it, remains an outstanding amount, at the discount rate used to determine the Pension Plan's actuarial liability in the previous fiscal year's actuarial valuation report, compounded semi-annually.

## **10.2 Interest rates for instalment payments**

Section 10.2 deleted effective April 1, 2024.

## **10.3 Outstanding balance of instalment contributions and interest upon retirement, termination of employment, or death**

Section 10.3 deleted effective April 1, 2024.

## **10.4 Interest on amounts payable from the Superannuation Fund**

- (a) An amount payable from the Superannuation Fund must include interest calculated in accordance with this Section.
- (b) Interest for a calendar year, or part of a calendar year, on contributions by a plan member that are refunded to, or in respect of, the plan member must be calculated as follows:
  - i. on or after August 1, 1983, to and including December 31, 1989, at a simple interest rate of 6%;
  - ii. on or after January 1, 1990, to and including December 31, 2007, at a simple interest rate of 10%;
  - iii. on or after January 1, 2008, at a rate equal to the average 5-year personal fixed-term chartered bank administered interest rate, as published by the Bank of Canada, for the 12-month period ending October 31 of the previous calendar year, compounded annually.
- (c) Interest on contributions by a plan member that are refunded to, or in respect of, the plan member, is payable on and after January 1 of the year following the year in which the contributions were made, and continues to accrue until the following applicable date:

- i. the last day of the month in which a refund of contributions is made;
  - ii. the effective date of calculation of the commuted value;
  - iii. the effective date of the plan member's retirement;
  - iv. the last day of the month immediately before the month in which the plan member dies.
- (d) Interest on any amount payable from the Superannuation Fund other than as described in subsection (b) must be at the rate or rates as specified in clause (b)iii.
- Subsection 10.4(d) amended effective April 1, 2024.**
- (e) In this Section "contributions", in relation to a plan member, means all amounts paid or transferred by the plan member to the Superannuation Fund and, for the purpose of calculating the compounded interest payable starting in 2008 in accordance with clause (b)iii, includes interest accrued to the end of the previous calendar year.
- (f) Daily interest does not apply to any amount determined to be payable under this Section.

## **11 PRIVATE-SECTOR EMPLOYERS**

### **11.1 Objective**

The objective of this Part of the plan text is to set out certain rules and requirements applicable to private-sector employers in relation to their participation in the Pension Plan.

### **11.2 Trustee's discretion to admit private-sector employers**

The admission, suspension, resumption and termination of participation of a private-sector employer in the Pension Plan will be at the Trustee's sole discretion. The Trustee may, subject to the Act and this plan text, establish relevant policies and procedures from time to time, including prescribing the processes and required forms for application for admission to the Pension Plan as a private-sector employer, outlining the

disclosure requirements for applicants, setting objective criteria for considering applications, and requiring reduced pensionable service upon transfer where the Trustee deems appropriate. The Trustee is responsible for negotiating terms and conditions of such private-sector employer's participation and transfer into the Pension Plan, including financial penalties that would apply upon early termination of participation, in accordance with the Act and this plan text. The Trustee will not be liable for loss or damage in the exercise or purported exercise of its powers under the Pension Plan, provided it acts honestly and in good faith.

### **11.3 Certification by private-sector employer**

A private-sector employer that joins the Pension Plan must certify as to the satisfaction of the terms and conditions as specified in the transfer or admission agreement, at a time and in form and substance satisfactory to the Trustee in its sole discretion.

**Section 11.3 amended effective April 1, 2024.**

### **11.4 Posting of security by private-sector employers**

- (a) Each private-sector employer must, upon commencement of participation in the Pension Plan, deliver to the Administrator a bond or such other security satisfactory to the Administrator to guarantee payment of total estimated contributions by the employer and its employees for a minimum of 4 biweekly pay periods.
- (b) The amount of the bond or other security referred to in subsection (a) must be adjusted from time to time by the employer, as directed by the Administrator, to reflect the total estimated contribution obligation for the employer and its employees for a minimum of 4 biweekly pay periods.
- (c) The requirement of a private-sector employer to deliver a bond or other security pursuant to subsection (a), or to adjust such bond or other security pursuant to subsection (b), may be waived, in whole or in part, by the Trustee.

### **11.5 Recovery of delinquent contributions and consequences of failure to remit contributions**

- (a) The Administrator must act to promptly recover from a private-sector employer any contributions not remitted on time.

- (b) In acting to recover delinquent contributions, the Administrator may take any steps it deems appropriate including, without limitation, realizing against the bond or other security referred to in Section 11.4 and applying such funds against any unremitted contributions.
- (c) If contributions remain outstanding for more than 4 biweekly pay periods, the Administrator must realize against the bond or other security referred to in Section 11.4 and apply such funds against any unremitted contributions.
- (d) If the Administrator realizes against the bond or other security referred to in Section 11.4, accrual of eligible and pensionable service for the private-sector employer's employees will cease until such time as the employer is fully compliant with all contribution remittance obligations and the bond or other security referred to in Section 11.4 is replenished to the satisfaction of the Administrator.
- (e) For greater certainty, eligible and pensionable service for a private-sector employer's employees will only be recognized and recorded by the Administrator for periods for which full employee and employer contributions have been received by the Administrator.

## **11.6 Notice to employees**

- (a) The Administrator will make reasonable efforts to notify employees of the private-sector employer if there occurs a failure by the employer to remit employee or employer contributions in a timely manner such that the Administrator determines to realize, or realizes, against the bond or other security referred to in Section 11.4.
- (b) The notification under subsection (a) must include a statement that accrual of eligible and pensionable service for employees may be suspended and, if suspended, will remain suspended until the private-sector employer is fully compliant with all contribution remittance obligations and the bond or other security referred to in Section 11.4 is replenished to the satisfaction of the Administrator.
- (c) A copy of any notification under subsection (a) must be provided to any bargaining agent of the affected employees.



### **11.7 Notice of suspension or termination**

If a private-sector employer fails to remit all required employer and employee contributions in a timely manner, the Trustee, in addition to any other recourse available to it or the Administrator, may:

- i. suspend participation in the Pension Plan of the private-sector employer and its employees for such period as the Trustee determines;
- ii. terminate participation in the Pension Plan by the private-sector employer and its employees.

## APPENDIX 1: INTEREST PAYABLE ON OUTSTANDING AMOUNTS

The following are the rates for interest payable on outstanding amounts under Section 10.1:

Rates of Interest Payable on Outstanding Amounts		
Time Period		Interest Rate
On and after	To and including	
n/a	December 31, 1958	4% per year, compounded semi-annually
January 1, 1959	December 31, 1969	6% per year, compounded semi-annually
January 1, 1970	September 30, 1978	7% per year, compounded semi-annually
October 1, 1978	March 31, 1982	8.25% per year, compounded semi-annually
April 1, 1982	October 31, 1985	13.15% per year, compounded semi-annually
November 1, 1985	March 31, 2008	10% per year, compounded semi-annually
April 1, 2008	-	The discount rate used to determine the Pension Plan's actuarial liability in the previous fiscal year's actuarial valuation report, compounded semi-annually

## APPENDIX 2: PRESCRIBED EMPLOYERS AND EMPLOYEES

### Employers

The following employers are prescribed as employers for the purposes of the definition of “employer” in clause 2(u) of the Act: \*

- Acadia University
- Atlantic Provinces Special Education Authority (APSEA)
- Art Gallery of Nova Scotia
- Autism Nova Scotia Society
- Build Nova Scotia (successor to Develop Nova Scotia and Nova Scotia Lands Inc.)
- Canada-Nova Scotia Offshore Petroleum Board
- Cape Breton Regional Municipality
- Cape Breton University
- County of Annapolis
- Chignecto-Central Regional Centre for Education
- Dalhousie University
- Directions Council for Vocational Services (DirectionNS)
  - Canadian Association for Community Living, Clare Branch
  - Bridge Adult Services Society
  - (CAPE) Centre for Adults in Progressive Employment Society
  - Corridor Community Options Society
  - G.O.V.R.C Workshop Association
  - Haley Street Adult Services Centre Society
  - Heatherton Activity Centre
  - Mill Road Social Enterprises Association
  - New Leaf Enterprises
  - Queens Association for Supported Living
  - The Regional Occupational Centre Society
  - Shelburne Association Supporting Inclusion
  - The Ark/Lunenburg County Association for the Specially Challenged (The Ark/ LCASC)
  - The Flower Cart
  - Cheticamp Area Residential and Educational Society
  - CAPRE – Community Association of People for REAL Enterprise
- East Coast Credit Union
- Events East Group (formerly Halifax Convention Centre Corporation)
- Halifax-Dartmouth Bridge Commission (Halifax Harbour Bridges)

- Invest Nova Scotia (successor to Innovacorp and NSBI)
- IWK Health Centre - Addiction Services
- Joint Regional Transportation Agency (JRTA)
- Municipality of Chester
- Municipality of County of Colchester
- Municipality of Digby
- Municipality of the County of Pictou
- Municipality of the District of Lunenburg
- Nova Scotia College of Art and Design
- Nova Scotia Community College
- Nova Scotia Government and General Employees Union
- Nova Scotia Health Authority
- Nova Scotia Legal Aid Commission
- Nova Scotia Liquor Corporation
- Nova Scotia Municipal Finance Corporation
- Nova Scotia Pension Services Corporation
- Nova Scotia Provincial Housing Agency (only employees and/or roles grandfathered as of December 1, 2022)
- Nova Scotia Public Service Long Term Disability Trust Fund
- Nova Scotia Utility and Review Board
- Pictou County Shared Services Authority
- Property Valuation Services Corporation
- Region of Queens Municipality
- Riverview Enhanced Living
- Sherbrooke Village Restoration Commission
- South Shore Public Libraries
- Tourism Nova Scotia
- Town of Bridgewater
- Town of Stewiacke
- Town of Truro
- Town of Yarmouth
- Université Sainte-Anne
- University of King's College
- Village of Bible Hill
- Workers' Compensation Board of Nova Scotia

**\* Employer List last updated April 2025**

### Employees

The following employees/classes of employees are prescribed as employees for the purposes of the definition of “employee” in clause 2(t) of the Act:

- deputy ministers, assistant deputy ministers and associate deputy ministers, within the meaning of the *Public Service Act*, unless the terms of their appointment specifically exclude them from participation in the Pension Plan
- any person appointed by the Governor in Council under an enactment to a position in the public service, unless the terms of their appointment specifically exclude them from participation in the Pension Plan
- any person appointed under Section 76 of the *Public Service Act*, unless the terms of their appointment specifically exclude them from participation in the Pension Plan
- any person appointed under Section 7 of the *Art Gallery of Nova Scotia Act* as Director of the Art Gallery of Nova Scotia, unless the terms of their appointment specifically exclude them from participation in the Pension Plan
- any person appointed under Section 4 of the *Housing Nova Scotia Act* as President/Chief Executive Officer of Housing Nova Scotia, unless the terms of their appointment specifically exclude them from participation in the Pension Plan
- any person who holds the position of a constituency assistant for a sitting member of the Nova Scotia House of Assembly, unless the terms of their appointment specifically exclude them from participation in the Pension Plan
- any person who holds the position of Physician Advisor with the Department of Health and Wellness, unless the terms of their appointment specifically exclude them from participation in the Pension Plan
- any person employed by the *Property Valuation Services Corporation*, unless the terms of their employment exclude them from participation in the Pension Plan
- any person appointed by the Governor in Council as Review Officer under Section 33 of the *Freedom of Information and Protection of Privacy Act*, unless the terms of their appointment specifically exclude them from participation in the Pension Plan

- any person who holds the position of Policy and Outreach Advisor with the Office of Priorities and Planning, unless the terms of their appointment specifically exclude them from participation in the Pension Plan
- any person who holds the position of Director of Implementation and Near-Term Initiatives with the Office of Regulatory Affairs and Service Effectiveness, unless the terms of their employment specifically exclude them from participation in the Pension Plan.
- any person who holds 1 of the following positions with the Nova Scotia Home for Colored Children Special Operating Agency, Department of Communities, Culture and Heritage, unless the terms of their employment specifically exclude them from participation in the Pension Plan:
  - Coordinating Director
  - Operations Lead
  - Health Support Lead
  - Knowledge Lead
  - Facilitation Lead
  - Facilitator, Youth Engagement
  - Briefer/Navigator
- any person who holds the position of Director of Human Rights with the Nova Scotia Human Rights Commission, unless the terms of their employment specifically exclude them from participation in the Pension Plan.
- any person who holds the position of Principal Secretary under the direction of the Premier, unless the terms of their employment specifically exclude them from participation in the Pension Plan
- any person who holds the position of Senior Advisor Media Relations with the Executive Council Office, unless the terms of their employment specifically exclude them from participation in the Pension Plan
- any person who holds the position of Policy and Outreach Advisor with the Executive Council Office, unless the terms of their employment specifically exclude them from participation in the Pension Plan

- any person who holds the position of Executive Coordinator, REN Strategic and Organizational Effectiveness[,] with the Department of Municipal Affairs, unless the terms of their employment specifically exclude them from participation in the Pension Plan

## **APPENDIX 3: PUBLIC AUTHORITIES**

The following corporations or bodies are determined by the Trustee to be public authorities for the purposes of this plan text:

- Property Valuation Services Corporation



## **APPENDIX 4: PRIVATE-SECTOR EMPLOYERS**

The following employers are prescribed as “private-sector employers” for the purposes of this plan text: