



# **DALHOUSIE UNIVERSITY STAFF PENSION PLAN**

**CONSOLIDATED AND RESTATED JULY 1, 1997**  
(Incorporating Amendments as of September 2010)

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**1. Definitions**

- (a) "Act" means the Pension Benefits Act of Nova Scotia, as amended from time to time.
- (b) "Actuarial Assumptions" means the Life Expectancy Assumptions, the PRIA, and the other assumptions used in the Actuarial Valuation. The Actuarial Assumptions will be subject to periodic review by the Actuary and the Advisory Committee.
- (c) "Actuarial Valuation" means the most recent valuation report on the Plan prepared by the Actuary pursuant to the requirements of the Act.
- (d) "Actuarially Equivalent" means a single amount or series of amounts, the present value of which is the same as that of another single payment or series of payments under consideration. In calculating present value, PRIA shall be employed.
  - (i) For benefits in respect of service before 1 January 1988, the Life Expectancy Assumptions shall be applied to male and female beneficiaries separately.
  - (ii) For benefits in respect of service after 31 December 1987, no account shall be taken of the sex of Members or Spouses; instead, both male and female Life Expectancy Assumptions shall be applied and the results weighted, with Members deemed to be 75 percent male and 25 percent female and Spouses deemed to be 25 percent male and 75 percent female.
- (e) "Actuary" means a Fellow of the Canadian Institute of Actuaries who has been retained to provide advice to the Advisory Committee.
- (f) "Administrator" means the University. An administrative staff member may be designated by the Board to carry out the duties of the administrator as stated in the Act.
- (g) "Advisory Committee" means the committee established pursuant to Rule 27.

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- (h) "Associated Employer" means an employer affiliated with the University, to whose employees the University extends the right of participation in the Plan on the condition that the Associated Employer undertakes to make the Employer contributions to the Plan for all of its eligible employees. To participate in the Plan, the employees of such an Associated Employer must belong to Prescribed Class A and must meet the eligibility and membership criteria in Rules 3 and 4. Any right, entitlement, procedural requirement, and obligation applicable to University employees under the Plan, shall, mutatis mutandis, apply equally to employees of an Associated Employer who become Plan Members.
- (i) "AVC" means any additional voluntary contribution made under the provisions of Rule 24.
- (i.1) "AVC Accumulated Value" means all AVCs made by a Member accumulated with the AVC Yield.
- (i.2) "AVC Yield" for the Pension Trust Fund means
- (i) prior to 1 October 2002 in respect of each 12-month period that ends 30 September, the calculated net three year average rate of return of the Fund during the three-year period that ended the immediately preceding 30 June. The method of calculation shall be the same as that set forth for Interest in sub-rule 1®, but without any 0 percent minimum rate;
  - (ii) in respect of the completed 9-month period ending 30 June 2003, three-fourths of the annual net investment return earned on the Fund in the fiscal year ending that date;
  - (iii) thereafter, in respect of each completed 12-month period ending 30 June, the annual net investment return of the Fund earned in that just completed fiscal year; and
  - (iv) in respect of any period ending on a particular date after 30 September 2002 but other than on a 30 June, the estimated net investment return of the Fund between the preceding 30 June and the most recently completed month, where the miscellaneous costs and administrative expenses are estimated in 0.1% per month;
- where net investment return shall be based on the average market value from time to time of the Pension Trust Fund assets and shall include all dividends, interest, net rentals, realized and unrealized capital gains (net of capital losses) reduced by miscellaneous costs and administrative expenses of that Fund.
- (j) "Board" means the Board of Governors of the University or its Executive Committee.

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- (k) "Commuted Value" means the present value as of a fixed date of pension benefits or entitlements or deferred pension benefits, calculated in accordance with the Actuarial Assumptions or, if greater, calculated as Prescribed by Section 19(2) of the Regulations.
- (l) "Compensation" has the same meaning as assigned in subsection 147.1 of the Income Tax Act.
- (m) "Continuous", when used in conjunction with employment or service, means employment without regard to periods of temporary suspension or layoff not exceeding six months or such longer period during which a Member may be eligible for recall under the provisions of an applicable collective agreement.
- (n) "Court" means the Supreme Court of Nova Scotia.
- (o) "Employer" means the University and/or an Associated Employer or Associated Employers.
- (p) "Formula 1" means

$$(1 + R/100) = (1 + A/100) \times (1 + B/100) \times (1 + C/100);$$

where R% is the total rate of return (or interest) over a three-year period, and A%, B% and C% respectively are the rates of return (or interest) in respect of each of the three individual years

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(q) "Formula 2" means

$$(1 + r/100)^3 = (1 + R/100);$$

where r% is the average annual rate of return (or interest) over the three-year averaging period and R% is the total rate of return (or interest) over the three-year averaging period.

(r) "Interest" means interest calculated at a rate compounded annually in arrears and credited monthly payable on any refund of contributions (including any vested entitlement in the Employer's contributions) either to a Member or a Member's estate. Interest applies to the Member's contributions and, where the context clearly indicates, to any vested entitlement in the Employer's contributions. The rate of interest used in respect of each 12-month period commencing 1 October of any calendar year shall be equal to the average investment return of the Pension Trust Fund during the three-year period ending on the most recent 30 June, provided that for a calculated negative three-year average rate of return, 0 percent shall be substituted.

In the calculation of this three-year average, a separate calculation will be made in respect of each individual year and the investment return shall include all dividends, interest, net rentals, realized and unrealized capital gains (net of capital losses) reduced by miscellaneous costs and administrative expenses of the Pension Trust Fund. It is further provided that such calculations shall be based on the average market value from time to time of the Pension Trust Fund assets, except that for the years prior to 1964 book value shall be substituted and unrealized capital gains and losses shall be ignored. In calculating the three-year average, the total rate of return over the three-year period shall first be calculated using Formula 1 which allows for compounding on an annual basis. From this the required three-year average will be obtained using Formula 2 as the level rate compounded annually in arrears, required to provide this total rate of return over the three-year period.

(s) "Latest Retirement Date" means:

- (i) The end of the calendar year in which a member attains age 71, if the member was born before 1926, **or after 1935.**
- (ii) December 31, 1997 if the member was born in 1926 or 1927
- (iii) the end of the calendar year in which the member attains age 69 if the member was born in 1928 **through 1935 inclusive.**

(t) "Life Expectancy Assumptions" means the assumptions employed by the Actuary from time to time regarding the probabilities of survival of Members and Spouses on an age and sex-distinct basis.

- (u) "Marital Benefit" means the Prescribed proportion of the pension benefit earned during
  - (i) marriage, or
  - (ii) cohabitation for one or more years as husband and wife or as same sex partners.
  
- (v) "Maximum Pension" means
  - (i) in respect of the annual amount of lifetime pension payable to the Member, excluding any benefits derived from the Member's AVC's, for the calendar year in which these benefits commence to be paid, an amount equal to the product of:
    - (A) the number of years of pensionable service of the Member, such number not to exceed 35 years, and
    - (B) the lesser of:
      - 1) \$1,722.22 in years to 2003 and 1/9 of the Money Purchase Limit in years thereafter, and
      - 2) 2% of the average of Member's best three consecutive years of Compensation in respect of the Employer.

- (ii) in respect of the amount of lifetime pension payable to the Member for a particular calendar year after the year in which the lifetime retirement benefits commenced to be paid, an amount equal to the product of:
  - (A) the amount determined under subparagraph (i) above, and
  - (B) the greatest of all amounts each of which is the ratio of:
    - (1) the Pension Index for the calendar year not earlier than the calendar year in which the lifetime pension commenced to be paid and not later than the particular year
    - to
    - (2) the Pension Index for the calendar year in which the lifetime retirement benefits commence to be paid.
- (w) "Member" means a person who is or was a full-time or part-time employee of the Employer, who has joined the Plan and who is entitled or will become entitled to receive benefits or deferred benefits from the Plan. Member includes "former member" as defined in the Act except when modified by the word "active".
- (x) "Money Purchase Limit" has the same meaning as assigned by Subsection 147(1) of the Income Tax Act as may be amended from time to time.
- (y) "Normal Form of Pension" means a pension payable during the full lifetime of the annuitant or annuitants by monthly installments of Benefit A alone, or Benefit A together with Benefit B, Benefit C, or Benefit D for a Member retiring during the period shown, in accordance with the Table below.

- (i) Benefit A is a full life annuity to the Member only, subject to a guarantee of eighty-four (84) monthly payments in event.
- (ii) Benefit B is a full life annuity payable to a Member and subject to a guarantee of one hundred twenty (120) monthly payments in any event.
- (iii) Benefit C is a full life annuity payable to the Member and Spouse jointly for a Member who has a Spouse on the date of retirement. The benefit under this sub-rule 1 (x) (iii) shall be payable at a rate reduced by one third to the Spouse following the death of the Member, should the Spouse survive the Member, provided that the Spouse is not younger than the Member by more than 60 months; if the Spouse is younger than the Member by more than 60 months, the benefit payable under this sub-rule 1 (x) (iii) shall be reduced in consideration of the actual age of the Spouse to be Actuarially Equivalent to the benefit payable to a Member whose Spouse is 60 months younger.
- (iv) Benefit D is the same as Benefit C except that should both the Member and Spouse die before 60 monthly payments have been made, the remaining payments at two thirds of the level of payment to the Member before death, if any, shall be paid in a lump sum to the Member's other beneficiary or estate.

<i>Normal Form of Benefit</i>				
<i>Date of Retirement</i>	<b>"A"</b>	<b>"B" (for Members with no Spouse on the date of retirement)</b>	<b>"B" or "C" (for Members with a Spouse on the date of retirement)</b>	<b>"B" or "D" (for Members with a Spouse on the date of retirement)</b>
<b>Prior to 30 June 1996</b>	All periods of pensionable service for all Members	not applicable	not applicable	not applicable
<b>30 June 1996 up to and including 29 June 1999</b>	Periods of pensionable service after 30 June 2000 for all Members	Periods of pensionable service up to and including 30 June 2000	Periods of pensionable service up to and including 30 June 2000	not applicable
<b>30 June 1999 and thereafter</b>	Periods of pensionable service after 30 June 2004 for all Members	Periods of pensionable service up to and including 30 June 2004	not applicable	Periods of pensionable service up to and including 30 June 2004

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- (z) "Normal Retirement Date" means
  - (i) the 1 September following the 65th birthday for a person who became an employee of the Employer prior to 1 July 1964; or
  - (ii) the 1 July following the 65th birthday for a person who became an employee of the Employer on or after 1 July 1964.
- (aa) "Part-time Fraction" for any year for a part-time Member means the ratio determined by dividing the Member's Part-time Salary by the corresponding Salary that would be paid to a full-time employee in exactly the same employment category as the Member's.
- (ab) "Part-time Salary" means the actual regular salary paid to a part-time employee during the year in question. In the case of a part-time employee on paid or unpaid leave of absence for all or part of the year (as described in sub-rule 7(e)(iv)), "Part-time Salary" means the amount of regular salary which would have been paid had the employee not been on such leave.
- (ac) "Pension Adjustment Limit" of a Member in respect of a calendar year means the lesser of:
  - (i) the Money Purchase Limit for the year, and
  - (ii) 18% of the Member's Compensation from the Employer for the year.
- (ad) "Pension Index" for any year means the Consumer Price Index for Canada, as published by Statistics Canada under the authority of the Statistics Act, for the month ending 30 June in that year, except that for any year in which that index is less than the corresponding Pension Index for the preceding year, the Pension Index shall be taken to be the Pension Index for the preceding year. Furthermore, where at any time the Consumer Price Index is adjusted to reflect a new time basis or a new content basis with a resulting percentage adjustment being made in the figures for that index, a corresponding percentage adjustment shall be made in all values then existing of the Pension Index.
- (ae) "Plan" means the Dalhousie University Staff Pension Plan.
- (af) "Prescribed" means prescribed by the Act or the Regulations.

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- (ag) "Prescribed Class" means a distinctly identifiable group of employees (as set forth in the Regulations), as follows:
- (i) "Prescribed Class A" includes employees of an Associated Employer for which the Associated Employer has undertaken to make the Employer contributions to the Plan for all of its employees in that class who are eligible for membership in the Plan from the date each such employee joins the Plan until the termination of employment with that Associated Employer; and
  - (ii) "Prescribed Class B" includes employees who are employed for a limited period under an employment contract for special projects outside of Canada.
- (ah) "Prescribed Compensation" means in respect of service after 1991 an amount calculated in accordance with Income Tax Regulation 8507(2) in respect of a period under an RWA or a Temporary Leave of Absence which is a qualifying period as defined in 8507(3) or a period during which the Member is Disabled. The total of the periods under an RWA and Temporary Leaves of Absences for which compensation may be prescribed for a Member is limited to the equivalent of five years of remuneration plus the equivalent of an additional three years of remuneration for periods of parental leave occurring within the twelve months immediately after the birth or adoption of a child.
- (ai) "President" means the President of the University.
- (aj) "PRIA" means the post-retirement interest assumptions used by the Actuary. For Members who retired prior to 30 June 1994 PRIA is set equal to 4.95%; for Members who retired on or after 30 June 1994 but before 30 June 1996, PRIA is set equal to 4.65%; and for Members who retired on or after 30 June 1996, PRIA is set equal to 4.55%.
- (ak) "RWA" means an approved reduced workload arrangement as described in Rule 23.
- (al) "Registered Plan" means another registered pension plan which accepts transfers of pension funds; a registered retirement savings plan; or a deferred life annuity.
- (am) "Regular Part-time Staff" means a part-time employee of the Employer whose employment is Continuous and on at least a fifty percent full-time equivalent basis.
- (an) "Regulations" means the Regulations under the Act.
- (ao) "Salary" means the regular annual full-time salary excluding bonuses and other forms of special remuneration such as shift premia, honoraria, administrative stipends and summer

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school stipends. Salary for the purpose of determining a Member's Required Contributions shall not exceed the total of the Member's remuneration from the Employer for the period and the Member's Prescribed Compensation for the period. In the case of a full-time employee on paid or unpaid leave of absence for all or part of the year (as described in sub-rule 7(e)(iv)), "Salary" means the amount of regular salary which would have been paid had the employee not been on such leave.

- (ap) "Spouse" means
- (i) a person of the opposite sex or, where permitted by applicable legislation, a person of the same sex to the Member and,
  - (ii) either of a man and woman who
    - (A) are married to each other,
    - (B) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity,
    - (C) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the twelve-month period immediately preceding the date of entitlement, or
    - (D) not being married to each other and neither being married to another person have lived together as husband and wife or as same sex partners for at least one year and are living together as husband and wife or as same sex partners at the relevant time.

For the purpose of determining entitlement to death benefits payable to the surviving Spouse of a Member, the Spouse shall be the Member's Spouse, as defined above, at the earlier of the Member's date of death or the date pension payments begin.

- (aq) "Statutory Part-time Staff" means an employee of the Employer other than a member of the Regular Part-time Staff, who is employed on a Continuous part-time basis, and who in each of two consecutive calendar years meets either of the following criteria:
- (i) earnings with the Employer of at least thirty-five percent of YMPE, or
  - (ii) employment with the Employer of at least 700 hours.

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- (ar) "Sum of Contributions Compounded" prior to 1 January 1996 means the sum of the Member's own contributions for a period with Interest, together with any entitlement in the Employer's contributions vested under sub-rule 14(b) for the same period (also accumulated with Interest).

"Sum of Contributions Compounded" from 1 January 1996 onward means

- (i) two times the Member's contributions under Rule 13 (excluding contributions under sub-rule 13 (c), but including contributions under sub-rule 16 (c)), reduced during the first 24 months of pensionable service with the Employer to the extent that the Member is less than fully vested under sub-rule 14 (b) during those months, plus
- (ii) two times the Member's past service contributions under sub-rule 13A (a) and the Member's current service contribution while on Temporary Leave of Absence to the extent these involve a cost to the Member equal to that for current service as under sub-rules 13 (a) and 13 (b), plus
- (iii) one times the Member's past service contributions under sub-rule 13A (b) and the Member's current service contribution while on Temporary Leave of Absence to the extent these involve a cost to the Member equal to or greater than two times the cost for current service under sub-rules 13 (a) and 13 (b), plus
- (iv) one times the Member's past service contributions under sub-rule 13A (c),

all accumulated with Interest from the points of time that the contributions are paid.

- (as) "Temporary Leave of Absence" of a Member with respect to the Employer, means a period throughout which the Member is on sabbatical or other comparable educational leave or does not render services to the Employer by reason of leave of absence or other circumstance acceptable to the Minister of National Revenue and also to the University, other than a period during which the Member is disabled as defined in sub-rule 16(a)(iii) or after 1990 is connected to the Employer.
- (at) "Termination" means the termination of employment with the Employer before retirement and other than through death.
- (au) "University" means Dalhousie College and University.
- (av) "YMPE" means year's maximum pensionable earnings for each year as defined under the Canada Pension Plan.

**2. Effective Date**

The Plan became effective 1 January 1960. Contributions to the Plan were, however, backdated to 1 September 1959 and former pension plans became paid up as of 31 August 1959. This text presents the rules in force on 1 July 1997. The rules which prevailed prior to that date may be found in the texts of the Plan as they existed at the appropriate times prior to 1 July 1997.

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**3. Eligibility**

Eligibility for membership in the Plan is conditional on:

- (a) employment
  - (i) by the Employer on full-time staff, or Regular Part-time Staff which either has continued or is anticipated to continue for twelve (12) months or more, or
  - (ii) by the University under an RWA, in accordance with the terms and conditions described in Rule 23; or
  - (iii) by the Employer on the Statutory Part-time Staff for twenty-four months on a continuous basis as specified in Section 37(3) of the Act; and
- (b) up to 30 June 1996, but not thereafter, having completed at least 75 working days of Continuous employment with the Employer (unless this waiting period was waived by the Board); and
- (c) in addition, for an employee of an Associated Employer, membership in Prescribed Class A.

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**4. Membership Requirements**

(a) Full-Time University Employees

All full-time University employees are required to join the Plan, when eligible, as a condition of employment; however, Plan membership is not required of members of the full-time administrative and service staffs who were first employed before 1 January 1960 and were not members of the 1946 pension plan; but if these staff members want to join the Plan, they may do so.

A part-time staff member who moves to a full-time employment basis with the University is required to commence contributions as a Member as soon as the eligibility requirements in Rule 3 are satisfied.

(b) Regular Part-Time University Employees

Regular Part-time Staff employed by the University may elect to join the Plan when eligible. A regular part-time University employee hired after 1 July 1983 who does not join the Pension Plan when first eligible or subsequently, is required to join the Plan following completion of 5 years of Continuous service and the attainment of age 30, as a condition of employment. A member of the Statutory Part-time Staff who moves to the Regular Part-time Staff of the University is required as a condition of employment to join the Plan following completion of five years of Continuous service on the Regular Part-time Staff and the attainment of age 30.

A Member on the full-time staff who becomes a member of the Regular Part-time Staff of the University shall continue contributions to the Plan.

(c) Full-time and Regular Part-time Employees of an Associated Employer

Any eligible member of Prescribed Class A may elect to join the Plan. Should the employer of such a Member subsequently cease to be an Associated Employer, contributions in respect of that Member shall be immediately discontinued and the Member's Sum of Contributions Compounded shall be retained in the Pension Trust Fund until such time as withdrawal, death or retirement benefits become payable in respect of the member in accordance with the terms and conditions of the Plan.

(d) Statutory Part-Time Employees

Statutory Part-time Staff may elect to join the Plan as of 1 January 1990 if eligible; if not eligible at that time, they may join when eligible.

A Member on the full-time staff or Regular Part-time Staff who moves to the Statutory Part-time Staff shall continue contributions to the Plan.

(e) Continuity of Plan Membership

Any Plan Member who is in Continuous employment on a part-time basis by the Employer, but is neither on the Regular Part-time Staff nor the Statutory Part-time Staff may continue to be a Member of the Plan and accrue pensionable service by making monthly contributions to the Plan pursuant to Rule 13.

(f) Connected Persons Not Eligible

Notwithstanding anything else contained herein, any person "connected" with the Employer or an Associated Employer, as per the meaning assigned under the Income Tax Regulation 8500, is not eligible for membership in this Plan.

(g) Notwithstanding sub-rules 4(a) through 4(e), a University employee who is or has been a resident of Canada, and who is a member of Prescribed Class B, shall not be required to join the Plan; but if such an employee wants to join the Plan and this is acceptable under the Income Tax Act and Regulations, then the employee may do so.

A Member who moves to Prescribed Class B shall continue contributions to the Plan.

**5. Membership Date**

Membership in the Plan for a person coming on full-time University staff

- (a) between 1 January 1987 and 30 June 1996, shall date from the first day of the month following eligibility.
- (b) after 30 June 1996, shall date from the first day of the first full month employed, provided that the person is then eligible.

For Regular Part-time Staff who become eligible on and after 1 January 1988, and for employees of an Associated Employer, membership in the Plan shall date from the first day of the month following the election to join the Plan. Pursuant to sub-rule 4(b), a member of the Regular Part-time Staff of the University who does not join the Plan when eligible must join on the first day of the month after membership becomes mandatory.

For Statutory Part-time Staff who become eligible on or after 1 January 1990, membership in the Plan shall date from the first day of the month following the election to join the Plan.

The Human Resources Department will provide the necessary forms for completion by the staff member.

**6. Rights of Members at Normal Retirement Date**

At Normal Retirement Date, a Member who retires and who has completed at least twenty-four months of Plan membership becomes entitled to receive payment of the pension defined in Rule 8, unless the Member exercises the right of deferment under Rule 12. However, a Member who continues to be employed by the Employer pursuant to Section 41.4 of the Act after Normal Retirement Date has the right to continue as an active Member, making contributions in accordance with Rule 13 and accruing additional years of pensionable service in accordance with Rule 7.

Amendment No.:  
Effective Date:  
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**7. Years of Pensionable Service**

The number of years (including fractions of years) of pensionable service are the sum of:

- (a) the years of full-time employment inside or outside of Canada during which joint contributions were made to the Plan after 1 September 1959 provided, in any case, that periods of employment outside of Canada shall only be considered pensionable service if the Member is employed by and receives Salary from the Employer, and the Member is, or has been, resident in Canada; and provided further that any service with a non-resident Associated Employer included under the sub-rule be limited to five years, in accordance with the regulations under the Income Tax Act.
- (b) the years of employment under an RWA during which joint contributions were made to the Plan;
- (c) the years in respect of which past service contributions were made as described in Rule 13A ;
- (d) the Part-time Fractions of years in respect of each year of part-time employment during which joint contributions were made to the Plan;
- (e) in respect of Temporary Leaves of Absence, years and fractions of years during which:
  - (i) the Member was serving with or without pay from the Employer under a short term appointment to Federal or Provincial Governments, committees or commissions, or periods of short-term loan to a union, educational institution or charitable organization, or on a teaching assignment at another university or related research institution, inside or outside Canada, where benefits do not accrue for such service under another pension plan and where aggregate duration of such periods does not exceed three years prior to 1 January 1992 and five years subsequent to 31 December 1991;
  - (ii) the Member was on active service in the Canadian Armed Forces;

- (iii) the Member was on short term lay-off, limited in the aggregate to two years where benefits do not accrue for such service under another pension plan;
- (iv) the Member was on paid leave from the University or on sabbatical or education leave, or leaves (paid or unpaid) prescribed by the Labour Standards Code of Nova Scotia;

provided in any event the required employee and Employer contributions (including Employer contributions in excess of the amounts needed to match the employee contributions) were remitted to the Plan on behalf of the Member in accordance with Rule 13 and;

- (f) the years of total disability during which the Member's contributions were made under sub-rule 16 (c);
- (g) the years prior to 1 January 1992 during which the Member service in the Canadian Armed Forces, or active service with the Allied Forces during World War II or the Korean War, provided in any event the required employee and Employer contributions (including Employer contributions in excess of the amounts needed to match the employee contributions) were remitted to the Plan on behalf of the Member in accordance with Rule 13; and
- (h) the years, if any, of pensionable service with another employer that has entered into a reciprocal agreement with the University, to the extent that the amount calculated under that agreement and transferred to the Pension Trust Fund pursuant to sub-rule 18 (c) provides no greater period of pensionable service under this Plan; amounts in excess of that amount may be transferred under Rule 24.

Absence on recognized leave without pay in cases other than those described above, however, does not count in determining years of pensionable service in the Plan although such absences are not considered as a break in employment for the purposes of the Plan.

**8. Amount of Pension**

(a) Members of the 1946 Pension Plan

Members of the 1946 pension plan will be entitled to the paid-up benefits guaranteed by the insured contracts, together with any entitlement under sub-rule 10(g) of the 1946 pension plan, as a past service benefit.

(b) Retirees Through 30 June 1986

Members of the Plan who retired on or before 30 June 1986 were entitled to a pension calculated in accordance with the provisions of the Plan which prevailed on the date of their retirement.

(c) Current Retirees: Normal Amount of Pension

Members who retired on or after 1 July 1986 but before 30 June 1998 are entitled to a pension calculated as:

- (i) 2%, multiplied by
- (ii) the years of pensionable service, multiplied by
- (iii) the average of the best four years' annual Salary (or, if membership in the Plan is less than four, the average Salary for the period of Plan membership).

Members who retire on or after 30 June 1998 but before 30 June 1999 are entitled to a pension calculated as:

- (i) 2%, multiplied by
- (ii) the years of pensionable service, multiplied by
- (iii) the average of the best three and a half years' annual Salary (or, if membership in the Plan is less than three and a half years, the average Salary for the period of Plan membership).

Members who retire on or after 30 June 1999 are entitled to a pension calculated as:

- (i) 2%, multiplied by
- (ii) the years of pensionable service, multiplied by
- (iii) the average of the best three years' annual Salary (or, if membership in the Plan is less than three years, the average Salary for the period of Plan membership).

(d) Maximum Pension Limitations

The pension from sub-rule 8(c) above shall not exceed the Maximum Pension.

(e) Minimum Commuted Value of Pre-1988 Benefits

In the event of a Member's death, termination, or retirement where the Commuted Value of the Member's deferred pension accrued prior to January 1, 1988 is less than the total of the contributions that the Member was required to make under the Plan prior to that date plus Interest thereon, the Member is entitled to have the Commuted Value of the deferred pension increased so that it is equal to the total of the Member's contributions and Interest.

(f) Post 1987 Excess Contributions Payable upon Retirement.

At the time of retirement from the employ of the Employer under Rules 6 or 11, or at the time of deferral of such Member's pension payments in accordance with Rule 12, a Member's contributions to the Plan after January 1, 1988 plus Interest thereon, excluding AVCs, shall not be used to provide more than fifty percent of the Commuted Value of the Member's pension accrued on or after January 1, 1988.

The excess of the Member's contributions plus Interest, excluding AVCs, over one-half of the Commuted Value referred to in the previous paragraph may be, at the member's option, refunded directly to the Member in the form of a lump sum cash payment, transferred to a Registered Plan subject to the provisions of Income Tax Regulation 8517, or transferred to the Retirees' Trust Fund and used to provide an additional amount of pension in the manner described in sub-rule 12(e).

Amendment No. :  
Effective Date:  
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**9. Payment of Pension**

(a) Transfer of Assets to the Retirees' Trust Fund

In respect of any Member retiring on or after 30 June 1982, all pension payments will be made directly from the Retirees' Trust Fund referred to in Rule 21. At the time a Member retires, a transfer of assets will be made from the Pension Trust Fund to the Retirees' Trust Fund which is Actuarially Equivalent (using the Life Expectancy Assumptions and the PRIA from the Actuarial Valuation) to the pension payments accordance with the Normal Form of Pension to which the Member is entitled. At the option of the Member, the amount transferred to the Retirees' Trust Fund may include AVCs made under Rule 24 and the Interest thereon.

(b) Indexation: Determination of Amount

Any investment yield on the Retirees' Trust Fund in excess of the PRIA will be used to fund indexing of pensions in the manner described below, subject to a holdback as a provision against life expectancy variations and other contingencies of 0.10% for Members who retired prior to 30 June 1994; 0.40% for Members who retired on or after 30 June 1994 but before 30 June 1996 and 0.50% for Members who retired on or after 30 June 1996, and subject to the condition that in any event no such process shall result in a Member receiving a pension of an amount that exceeds the initial pension multiplied by the ratio which the Pension Index for the immediately preceding year bears to the Pension Index for the year in which the Member commenced receiving pension payments.

(c) Indexation: Timing and First Adjustment

Such indexing will take effect on 1 January of each year, excluding the 1 January following the date of retirement of a Member. The amount of indexing applied to a Member's pension on the first occasion shall be determined by applying the appropriate percentage from the following table to the rate of adjustment described in the previous paragraph.

<b>Month of Retirement</b>	<b>Percentage to be Applied to Rate of Adjustment</b>	<b>Month of Retirement</b>	<b>Percentage to be Applied to Rate of Adjustment</b>
January	150.00%	July	100.00%
February	141.67%	August	91.67%
March	133.33%	September	83.33%
April	125.00%	October	75.00%
May	116.67%	November	66.67%
June	108.33%	December	58.33%

(d) Indexation: Calculation of Investment Yield

For the purposes of such calculations, the investment yield figure used as of any 1 January will be the average rate earned in the Retirees' Trust Fund during the three-year period ending on the preceding 30 June. In the calculation of this three-year average, a separate calculation will be made in respect of each individual year and for all the purposes of this calculation, the investment return shall include all dividends, interest, net rentals and realized and unrealized capital gains (net of capital losses) reduced by apportioned administrative expenses of the Retirees' Trust Fund. It is further provided that such calculations shall be based on the average market value from time to time of the Retirees' Trust Fund assets. In calculating the three-year average, the total rate of return over the three-year period shall first be calculated using Formula 1. Then the required three-year average will be obtained using Formula 2.

(e) Indexation: Effect of Low Investment Yield

Notwithstanding the above, in the event that the applicable three-year average investment yield on the Retirees' Trust Fund does not exceed the PRIA by the "holdback" percentages set forth in sub-rule 9(b), then there shall be no adjustment to pensions in course of payment for that year except as may be authorized under sub-rule 9(f). Furthermore, in these circumstances there will be a corresponding reduction in the rate of increase of pension in the following year or years of such amount, or amounts as would be required to bring pensions in course of payment to the same level as would apply if negative adjustments had been made in those years when the three-year average investment yield on the Retirees' Trust Fund did not exceed the PRIA by the "holdback" percentages set forth in sub-rule 9(b).

(f) Discretionary Use of Surplus

Should the investment yield on the Retirees' Trust Fund in excess of PRIA be insufficient in any year to index pensions by the maximum amounts permitted under sub-rule 9(b), the Trustees of the Retirees' Trust Fund may, in their discretion, use up to a maximum of one half of a surplus, if any, identified in the Actuarial Valuation to make up the insufficiency.

(g) Review of Indexation

It is further provided that the basis and methods described above for the provision of indexing of pensions shall be reviewed by the Actuary and the Advisory Committee in conjunction with the actuarial valuation to be undertaken as at 30 June 1992 and periodically thereafter.

(h) Extraordinary transfer of assets to the Retirees' Trust Fund.

Following the change in Life Expectancy Assumptions made in the actuarial valuation as of 30 June, 1992, an extraordinary transfer in the amount of \$1,683,000 is to be made from the Pension Trust Fund to the Retirees' Trust Fund as of that date in order to give recognition to the longer average anticipated life expectancy of beneficiaries of the Retirees' Trust Fund in the light of these new Life Expectancy Assumptions.

To implement the changes in PRIA which are effective as at 30 June 1996 in relation to retired members, an extraordinary transfer in the amount of \$326,820 as of June 30, 1996 is to be made from the Pension Trust Fund to the Retirees Trust Fund.

Amendment No. :  
Effective Date:  
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Certification:

- (j) Ex-gratia payments to pre-1982 pensioners.

In respect of any Member who retired before 30 June 1982 or the surviving Spouse of any such Member, additional pension benefits may be paid over and above the amount determined in accordance with the rules of the Plan, subject to the following conditions:

- (i) Such payments shall be made in accordance with a non-discriminatory formula approved by the Advisory Committee.
- (ii) Such payments shall be made in part from the proceeds of special payments made by the University and in part from the proceeds of one or more special transfers from the Pension Trust Fund to the Retirees' Trust Fund.
- (iii) Such payments, when made from the Plan, shall be considered taxable distributions of surplus in accordance with Sub-rule 22(b).

Amendment No.: 2000.1  
Effective Date: July 1, 1997  
Board Resolution Date: February 19, 2002

Certification: \_\_\_\_\_

**10. Optional and Mandatory Forms of Pension**

(a) Normal Form of Pension

The Normal Form of Pension is payable in the normal amount defined in sub-rule 8(c). Any Member who has a choice with respect to the applicable definition of the Normal Form of Pension must exercise that choice no later than the earlier of

- (i) the date of actual retirement, or
- (ii) four months before the anticipated commencement of pension payments.

(b) Mandatory Form of Pension to a Member With a Spouse

The mandatory form of pension payable to a Member with a Spouse other than a Member who is living separate and apart from the Spouse on the date the first pension installment is due, shall be a joint and survivor pension. The pension shall provide for the continuation of the monthly pension payments for the full remaining life of the surviving Spouse at not less than sixty (60) percent of the pension that would have been payable to the Member had the Member survived. This mandatory form of pension is not subject to any minimum guaranteed number of payments.

Notwithstanding the above, where the Spouse has an entitlement, the Member and the Spouse may waive the entitlement to receive payment of pension benefits in the form of a joint and survivor annuity by delivering to the Administrator a written waiver on the Prescribed form within twelve months prior to the anticipated commencement of pension payments.

(c) Optional Forms of Pension

Any Member may elect, (subject to the written consent of the Member's Spouse, if any) up to four months before the anticipated commencement of pension payments, to take any optional form of pension permitted under the Income Tax Act and regulations thereunder.

(d) Actuarial Equivalence of Forms of Pension

The pensions payable under sub-rules 10(b) and 10(c) shall be adjusted so as to be Actuarially Equivalent to the benefits the Member would have received under the Normal Form of Pension. The Life Expectancy Assumptions and the PRIA used in the calculation shall be those in the Actuarial Valuation.

Amendment No.: P25-02.08  
Effective Date: June 30, 2008  
Board Resolution Date: June 24, 2008

Certification: \_\_\_\_\_

**11. Early Retirement**

(a) Eligibility

Provided the Members' 65<sup>th</sup> Birthday is no more than 10 years away, a Member who has completed at least two years of Plan membership may elect to retire early, subject to giving an appropriate period of notice to the Board.

(b) Adjustment of Amount of Pension

The amount of pension payable to a Member who retires early shall be calculated by applying the appropriate adjustment factor (from the table below) to the amount of pension calculated in accordance with Rule 8 but taking into account only years of pensionable service up to and including the early retirement date, provided that the value of the pension other than that provided from the proceeds of AVCs, shall not, in any event, exceed the Maximum Pension nor be less than the Commuted Value of pension benefits to which the Member would have been entitled on Termination at the date of early retirement.

<b>Full Years Prior to Exact Age 65</b>	<b>Adjustment Factor for service up to and including 30 June 2004</b>	<b>Adjustment Factor for service after 30 June 2004</b>
10	.76	.63
9	.80	.66
8	.84	.69
7	.88	.72
6	.92	.75
5	.95	.78
4	.98	.81
3	1.00	.85
2	1.00	.90
1	1.00	.95

These adjustment factors shall be interpolated where retirement occurs between anniversary dates.

Amendment No.: P27-03.00  
Effective Date: 1 November 2000  
Board Resolution Date: 24 October 2000

Certification:

(c) Early Retirement Adjustment Provision

Notwithstanding the foregoing, the following early retirement adjustment factors shall apply for the period 1 January 1992 through 31 December 1994 and for the period 1 September 1996 through 30 June 1998, provided for the latter period the Member elects early retirement under the conditions set forth in sub-rule 11 (g).

Full Years Prior to Normal Retirement Date	Special Early Retirement Adjustment Factor
10	.85
9	.88
8	.91
7	.94
6	.97
5 - 1	1.00

(d) Special Adjustment Provision

Notwithstanding the foregoing, an early retirement adjustment factor of 1.0 shall apply for a Member of any age who at the date of early retirement meets one of the special early retirement requirements described below and retires in the period 1 January 1992 through 31 December 1994, or retires in the period 1 September 1996 through 30 June 1998 provided for the latter period the Member elects to do this under the conditions set forth in sub-rule 11 (g).

- (i) Requirement 1 will be deemed to be met by any Member who satisfies the Rule of 80; that is to say the Member's attained age plus years of service equal or exceed 80 (the Rule of 80).
- (ii) Requirement 2 will be deemed to be met by any Member who has completed 30 or more years of service with Dalhousie University.

For the purposes of the Sub-rule, service shall be limited to pensionable service under this Plan plus periods throughout which the Member was employed by the Employer but was not a Member of this Plan.

(e) Treatment of AVCs

In addition, a Member who has made AVCs under Rule 24 may elect to transfer the AVC Accumulated Value to the Retirees' Trust Fund in order to provide additional benefits in the manner described in sub-rule 12(e).

(f) Maximum Early Retirement Pension

Notwithstanding Sub-rules 11(b), 11(c), and 11(d) the amount of pension payable, to a Member who retires early shall not exceed the maximum amount allowable under the Income Tax Act and regulations thereunder.

(g) Conditions Applying to Special Early Retirement Adjustment Provisions:  
September 1996 through June 1998

Any Member who elects early retirement under sub-rule 11 (c) or sub- rule 11 (d) to take effect during the period 1 September 1996 through 30 June 1998 must:

- (i) during the period 1 August 1996 through 10 January 1997 file the appropriate election form with the appropriate Dean, University Librarian or the Vice President, Student Services in the case of Faculty members, Instructors, Professional Librarians and Professional Counsellors or the Assistant Vice President, Human Resources in the case of staff members; and
- (ii) at the time of filing such election form, select 1 September 1996, 1 July 1997 or 1 July 1998 as the actual date upon which retirement shall take effect, unless the Member and the University mutually agree on an alternative date which takes into account the University's obligations to provide academic and necessary related functions to its students.

Notwithstanding the limitations described above in this sub-rule 11 (g), special election arrangements will be permitted in any situation where a Member wishes to elect early retirement no later than 1 July 1998 because his or her position is being eliminated prior to 1 July 1998; this exception will also apply in instances where a Member, following consultation with the appropriate bargaining agent, was deemed to have made an election due to extenuating circumstances affecting the Member's ability to make a final decision by 10 January 1997; or where a Member and the University mutually agree to a negotiated separation initiated by the University, following consultation with the appropriate bargaining agent.

**12. Deferment of Pension Payments**

Subject to making an election in writing at least 60 days before the actual retirement date, a Member may elect to defer the commencement of pension payments for a period of up to 16 years provided that, in any event, no such deferral shall extend beyond the Latest Retirement Date of the Member. In any case where a Member makes this election, the following conditions will apply:

- (a) A transfer of assets will be made from the Pension Trust Fund to the Retirees' Trust Fund in the manner described in Rule 9 as though the option to defer commencement of pension had not been selected.
- (b) This balance shall be credited monthly with investment income at the rate earned from time to time by the Retirees' Trust Fund until the Member's pension commences.
- (c) Maximum Pension at the Time Pension Payments Commence

Notwithstanding the calculation in sub-rule 12 (e) of the pension of a Member who has elected deferment, in no event shall the pension paid to that Member at the time pension payments commence exceed the maximum amount allowable under the Income Tax Act and the regulations thereunder.

- (d) The Member may elect to commence receiving pension payments with effect from the last day of any month after retirement by giving at least 60 days' notice in writing of such election. In the absence of any such election, pension payments will, in any event, commence on the Latest Retirement Date. The form of pension chosen must comply with Rule 10.

Amendment No.: P29-00.06  
Effective Date: January 1, 2006  
Board Resolution Date: February 19, 2008

Certification: \_\_\_\_\_

- (e) At the time of actual commencement of pension payments to the Member (and/or Member's Spouse) from the Retirees' Trust Fund, the amount of pension payable shall be determined by the Actuary using the Life Expectancy Assumptions and PRIA which prevailed at the time assets were transferred to the Retirees' Trust Fund on behalf of the Member (and/or Member's Spouse) pursuant to sub-rule 9(a) (or sub-rules 11(b), 11(c), and 11(d) or sub-rules 17(e)(i) and 17(e)(ii) or sub-rule 19(d) respectively). The Actuary shall take into account the total accumulated balance held in the Retirees' Trust Fund on the Member's and/or Member's Spouse's behalf and also the actual attained ages at that date of the Member and of the Spouse if relevant to the form of pension to be paid.
  
- (f) In the event that a Member who has elected deferment of pension dies prior to the commencement of pension payments, the beneficiary of that Member shall be entitled to the total accumulated balance then held in the Retirees' Trust Fund on behalf of that Member, including the investment income credited under sub-rules 12(b), and including those options for payment given in sub-rules above and including those options for payment given in Sub-rules 19(c) and 19(d).

Amendment No.: P30-01.06  
Effective Date: January 1, 2006  
Board Resolution Date: February 19, 2008

Certification: \_\_\_\_\_

**13. Current Service Contributions**

(a) Regular Employee Contributions – Members on the Full-time Staff

Subject to the limitations described in sub-rule 13(d) below and the special conditions described in Rule 23, a Member on the full-time staff shall annually contribute the following amount:

- (i) 4.65% of the first \$5,000 of Salary plus 6.15% of Salary in excess of \$5,000, commencing 1 July 1977;
- (ii) 4.5% of the first \$5,000 of Salary plus 6.0% of Salary in excess of \$5,000, commencing 1 January 1966 up to and including 30 June 1977; and
- (iii) 6.0% of Salary prior to 1 January 1966.

(b) Regular Employee Contributions – Members on the Part-time Staff

The regular contributions payable by a Member on the Regular Part-time Staff or Statutory Part-time Staff, or a Member who continues to be a Member in accordance with sub-rule 4(e), are determined by multiplying the Member's Part-time Fraction times the amount calculated in sub-rule 13(a) that would prevail if the Member were employed full-time.

(c) Contributions during Temporary Leaves of Absences

Subject to the Prescribed Compensation requirements, a Member may elect to continue to contribute regular employee contributions, determined in accordance with sub-rules 13(a) and 13(b) above, and to accrue pensionable service in respect of Temporary Leaves of Absence under sub-rule 7(e).

Notwithstanding the previous paragraph, where the Temporary Leave of Absence is for reasons other than those outlined in sub-rule 7(e)(iv), the Member is required to remit an amount equal to twice the regular employee contributions determined in accordance with sub-rules 13(a) and 13(b) above.

- (d) Limits on Employee Contributions
- (i) Any portion of a Member's Salary in excess of the amount required to provide the Maximum Pension shall be excluded in calculating the Member's required contributions under sub-rules 13(a) and 13(b).
  - (ii) Any Member who has accrued 35 years of pensionable service in the Plan shall immediately cease making contributions to the Plan.
  - (iii) A Member's regular employee contributions as defined in sub-rules 13(a) and 13(b) in respect of a calendar year after 1990 shall not exceed the lesser of:
    - (A) 9.0% of the total of the Member's Compensation from the Employer, and
    - (B) the total of \$1,000.00 plus 70% of the total pension credits of the Member in respect of the employer determined without regard to subsections 8302(2)(b) and 8302(3)(g) of the Income Tax regulations,except where the Minister of National Revenue has waived this condition in accordance with subsection 8503(5) of the Income Tax regulations.
  - (iv) A Member who continues to be employed by the Employer after the Normal Retirement Date has the option to cease making contributions to the Plan.
- (e) Temporary Reduction in Employee Contributions from 1 July 1991 through 31 December 1994

Notwithstanding sub-rules 13(a) and 13(b) above, the rates of Employee contributions for the period 1 July 1991 to 31 December 1994 were 2.65% of the first \$5,000 of annual salary plus 4.15% of the annual salary in excess of \$5,000. This reduction in the rate of employee contributions for current service during this period did not apply to purchases of past service under Rule 13A. Furthermore, the reduction for those Plan Members affected by this sub-rule 13(e) that continued to be employed after 1 January 1996 was restored in whole or in part pursuant to sub-rule 22(d).

(f) Employer Contributions

The Employer will contribute the balance as recommended by the Actuary as required to guarantee the benefits provided by the Plan and additional amounts, if any, required under the Act.

(g) Permissible Contributions

No contributions shall be made to this Plan except those made in accordance with this Rule, and Rules 13A, 16, 18, 23 and 24.

(h) Remittance of Employee and Employer Contributions to the Fund

All Members' contributions in respect of this Plan including past service contributions and AVCs shall be remitted to the Pension Trust fund no later than thirty days following the month in which contributions were received or deducted. Employer contributions shall be remitted to the Fund in monthly instalments no later than thirty days following the month for which the contributions were payable.

(i) Possible Return of Contributions to Avoid Revocation of Registration

Subject to the approval of the Superintendent of Pensions for Nova Scotia, a contribution made under the Plan by a Member or by the Employer may be returned to the person who made the contribution in order to avoid the revocation of registration of this Plan under the Income Tax Act and regulations thereunder.

**13A. Past Service Contributions**

Subject to the limits set forth in sub-rule 13A(d) and in sub-rule 13(d), a Member may elect to purchase additional periods of pensionable service in the categories set forth in sub-rules 13A(a), (b) and (c) by making past service contributions in cash, through transfer of funds from a Member's registered retirement savings plan or in any other manner permitted under the Income Tax Act. In determining required contributions for past service, in all cases, Nominal Salary as defined in Rule 23 shall be used instead of actual Salary for a Member who at the time of purchase is participating in a RWA.

- (a) Past Service Periods Eligible for Purchase at Employee-only Cost  
(i.e., 1 X Cost)

To purchase the following periods of past service, the cost to the Member shall equal only the amount of the regular contribution required for current service as defined in sub-rule 13(a) above at the times the past service is purchased:

- (i) Unpaid Leaves

When the Member was on unpaid leave prescribed under the Labour Standards Code of Nova Scotia (prescribed leave);

- (ii) Paid Periods of Service or Leaves

Provided such past service was funded 50% or more by the University,

(A) When the Member was employed by the Employer but was not a Member of this Plan; or

(B) When the Member was on paid sabbatical, educational or prescribed leave or other paid leave from the University.

- (b) Past Service Periods Eligible for Purchase at Twice Employee-only Cost  
(i.e., 2 X Cost)

To purchase the following periods of past service, the cost to the Member shall equal twice the amount of the annual contributions required for current service as defined in sub-rule 13(a) above at the times the past service is purchased:

- (i) When the Member failed to qualify under the preceding sub-rule 13A(a) because the past service period in question was funded less than 50% by the University.
- (ii) Subject to the prescribed service rules under the Income Tax Act, when the Member would have been eligible to make contributions under sub-rule 7(e)(i), 7(e)(ii), 7(e)(iii), or 7(g) but has not previously done so; or
- (iii) When the member was on unpaid but authorized educational leave from the University.

(c) Other Past Service Periods Eligible for Purchase

To purchase the following periods of past service, the cost to the Member shall equal the Commuted Value of the amount of service at the time of purchase.

- (i) The portion of the period of service with the previous employer that the Member could not purchase because the amount transferred from a previous employer's pension plan under sub-rule 18(c) or sub-rule 18(d) was insufficient;
- (ii) Periods after 31 December 1991, when a Member was employed in Canada by a former employer and the period was an eligibility period for participation in a registered pension plan; or
- (iii) Periods during which the Member had previously accrued benefits under the Plan and, having terminated employment and membership in the Plan, had received a refund or transfer of prior entitlements. In accordance with Canada Revenue Agency Newsletter #92-12, and the Income Tax Act, funds used to repurchase such pensionable service that accrued prior to 1 January 1992 may only be transferred from a Registered Plan. Notwithstanding anything else in this sub-rule 13A(c)(iii), the cost per year of the service purchased must at least equal the refund or transfer per year of prior entitlements received when the former Member terminated employment and membership in the Plan.

- (iv) When either:
  - (A) the Member had accrued benefits attributable to employment in Canada with a former employer under the defined benefit provision of a registered pension plan, or
  - (B) contributions were made by or on behalf of the Member while employed in Canada under a money purchase provision of a registered pension plan,

provided that the Member has ceased to be a member of that plan and that funds in respect of service prior to 1 January 1992, are transferred directly to this Plan in accordance with a portability arrangement as described by sub-rule 18(d).

(d) Limits on the Purchase of Past Service

- (i) Benefits in respect of past service contributions by an Employee relating to periods prior to 1990 shall not exceed the limits prescribed by Income Tax Regulation 8504(6) and shall be subject to Income Tax Regulation 8504(7), where applicable.
- (ii) All past service benefits provided in respect of pensionable service on or after 1 January 1990 shall comply with Subsection 147.1(10) of the Income Tax Act.
- (iii) The additional benefits purchased under sub-rule 13A(b)(i) for service prior to 1 September 1959 shall not exceed the applicable maximum specified by Canada Revenue Agency regulations in force at the time of purchase, taking into account any benefits the Member will receive in respect of the same period of service from any other pension plan in respect of which contributions have been made by the Employer.
- (iv) Notwithstanding other provisions of this Rule, the maximum number of months of pensionable service that may be purchased under this Rule 13A by a Member who joins the Plan subsequent to 31 December 1996 shall not exceed the number of months remaining to the Normal Retirement Date of the Member at the time of application to purchase such pensionable service.

- (v) Effective 1 July 2010, every payment toward purchase of past service may not be less than one percent of the Member's actual Salary for current service.
  
- (e) Application to Purchase Past Service
  - (i) An application to purchase past service under sub-rules 13A(c)(ii), 13A(c)(iii) or 13A(c)(iv) must be made within 12 months of joining (or rejoining) the Plan.
  
  - (ii) No application to purchase past service will be entertained from an Employee who has given notice of termination of employment, nor will purchases of past service by such an Employee be permitted. Past service contributions made after the contractual date for notice of termination shall be returned to a terminating Employee.

**14. Vesting in Employer Contributions**

(a) No Vesting in Initial Service Period

There is no entitlement to vesting in an Employer contribution during the first 12 months of pensionable service with the Employer.

(b) Vesting After 12 Months Pensionable Service

With effect from the end of the 12th month of pensionable service, with the Employer, a Member is entitled to vest in an Employer contribution equal to the Member's own contribution under sub-rules 13 (a) and 13 (b) on the basis of 8.333% for each month of membership after the 12th month, complete vesting being reached at the end of the 24th month.

**15. Assignment of Benefits and Rights**

Benefits under the Plan cannot be assigned and loans cannot be obtained upon the security of pension benefits. No right of a person under the Plan is capable of being assigned, charges anticipated, given as security or surrendered, and for the purposes of this condition,

- (a) assignment does not include
  - (i) assignment pursuant to a decree, order or judgment of a competent tribunal or a written agreement in settlement of rights arising as a consequence of the breakdown of a marriage or in other conjugal relationships between a Member and the Member's Spouse or former Spouse, or
  - (ii) assignment by the legal representative of a deceased individual on the distribution of the individual's estate.
- (b) surrender does not include a reduction in benefits to avoid the revocation of the registration of the Plan.

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**16. Total Disability**

(a) Definitions

- (i) "Deemed Salary" for the purposes of this Rule 16 means Salary at the date of disability incremented by any cost of living indexation to which the Member is entitled under the LTD Plan on the same dates and at the same percentage rates as apply to the indexation of benefits paid under that LTD Plan. In any case, Deemed Salary shall not exceed the total of the Member's actual remuneration from the Employer and the Member's Prescribed Compensation.
- (ii) "LTD Plan" means the Employer's long-term disability insurance plan.
- (iii) "Disabled" means, in relation to a Member, suffering from a physical or mental impairment that prevents the Member from performing the duties of employment in which the Member was engaged before the commencement of the impairment.

(b) Continuation of Contributions and Plan Membership

During any period in which a Member is Disabled, and in receipt of benefits from the LTD Plan, the Member's required contributions under the Plan shall be remitted directly to the Administrator of the Plan as an additional benefit payable by the LTD Plan. Such contributions to the Plan and accrual of benefits under the Plan continue as long as the Member continues to be Disabled and eligible for benefits under the LTD Plan and the contributions are not in excess of the limit set forth in sub-rule 13(d). Active membership under this Rule shall continue until the earlier of deemed retirement or the date on which the Member's required contributions payable by the LTD plan cease.

(c) Required Contributions When Disabled

The contributions required on behalf of a Plan Member in respect of a period during which the Member is Disabled and in receipt of benefits from the LTD Plan are the regular employee contributions defined in sub-rules 13 (a) and 13 (b), determined using Deemed Salary instead of Salary. The Employer will continue to contribute such amounts as are required in accordance with sub-rule 13 (f).

(d) Accrual of Years of Pensionable Service While Disabled

A Member who is Disabled and in receipt of benefits under the LTD Plan shall continue to accrue years of pensionable service under the Plan on the same basis as applied on the date of disability.

(e) Deemed Retirement and Commencement of Pension

A Member who is Disabled and is receiving disability benefits under the LTD Plan shall be deemed to retire on the Normal Retirement Date or, if eligible, at such earlier date as the Member may elect under the provisions of Rule 11; on deemed retirement, the Member shall be entitled to a pension payable in accordance with Rule 10 and calculated in accordance with Rule 8 (or, if applicable, Rule 11), taking into account the years of pensionable service and the Member's Salary and Deemed Salary up to deemed retirement.

(f) Proof of Total Disability

Notwithstanding anything else in Rule 16, no benefits shall be payable under this Plan in respect of any period during which the Member was Disabled until the Administrator receives satisfactory written certification that the Member was Disabled during the period from a medical doctor licensed to practice under the laws of a province of Canada or of the place where the Member resides.

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**17. Termination Benefits, Locking In and Withdrawals**

(a) Definitions

For the purposes of this Rule 17,

- (i) "Excess Post-1987 Contributions" mean any amount by which a Member's own contributions for pensionable service in the period commencing 1 January 1988, plus the Interest thereon, exceed 50 percent of the Commuted Value of the pension or deferred pension arising from the Member's Post-1987 Contributions which are Locked-in Contributions.
- (ii) "Locked-In Contributions" mean the sum of
  - (A) the Post-1987 Contributions (excluding any Excess Post-1987 Contributions) for anyone who has been a Member for a continuous period of at least 24 months, together with
  - (B) the Period 1977-87 Contributions, if any, for that Member, provided the Member has been employed by the Employer or has been a Member for a continuous period of at least ten years, which ever first occurs, and is at least 45 years of age.
- (iii) "Period 1977-87 Contributions" for any Member mean the Sum of Contributions Compounded for that Member's pensionable service in the period 1 January 1977 to 31 December 1987, excluding any AVCs.
- (iv) "Post-1987 Contributions" for any Member mean the Sum of Contributions Compounded for that Member's pensionable service in the period commencing 1 January 1988, excluding any AVCs.
- (v) "Reduced Commuted Value" means sixty percent of the Commuted Value of a deferred pension benefit to which a Member was entitled in respect of a category of pension contributions.

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(b) Termination Benefits

On Termination a Member is entitled to the following termination benefits:

- (i) the AVC Accumulated Value; plus
- (ii) the Sum of Contributions Compounded that are not Locked-In Contributions, if any, plus
- (iii) a deferred pension, pursuant to sub-rule 17(e), arising from the Locked-In Contributions; plus
- (iv) Excess Post-1987 Contributions, if any.

(c) Termination With Less Than 24 Months of Continuous Plan Membership

On Termination, a Member with less than 24 months of continuous Plan membership is required to withdraw all termination benefits from the Plan. At the Member's option, termination benefits may be refunded to the Member or partially or completely transferred to a Registered Plan in accordance with the provisions of sub-rule 18(a).

(d) Options on Termination With at Least 24 Months of Continuous Plan Membership

- (i) On Termination of a Member with 24 or more months of continuous Plan membership, Locked-In Contributions are not refundable except as specified in sub-rule 17(g); however, the Member may elect to have the greater of:
  - (A) the Locked-In Contributions, or
  - (B) the Commuted Value of the deferred pension entitlements arising therefrom, such Commuted Value to include the value, if any, of any optional early retirement pension available under Rule 11 for which the member has met all eligibility requirements, together with any Excess Post-1987 Contributions

transferred to a Registered Plan in accordance with the provisions of sub-rule 18(a). Such a transfer is permitted only when the administrator of the Registered Plan issues an undertaking to administer the amount transferred in accordance with Section 50 of the Act.

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- (ii) If the terminating Member chooses the transfer specified in sub-rule 17(d)(i), all of that Member's other termination benefits must be either similarly transferred, be refunded to the Member, or be partially transferred with the remainder refunded.
  - (iii) If the terminating Member chooses to keep Locked-In Contributions in the Plan, the Member has the following options with respect to the other termination benefits:
    - (A) Refund to the Member;
    - (B) Transfer to a Registered Plan on behalf of the Member in accordance with the provisions of sub-rule 18(a);
    - (C) Keeping the other termination benefits in the Plan as deferred pension benefits calculated in accordance with the provisions of sub-rule 17(e); or
    - (D) Any combination of refund, transfer or keeping benefits in the Plan.
  - (iv) On termination or subsequently, a terminating Member may elect to transfer benefits. Where such an election is not made prior to Normal Retirement Date, all termination benefits must remain within the Plan and a pension be paid pursuant to sub-rule 17 (e).
- (e) Deferred Pension Benefits
- (i) With respect to the termination benefits described in sub-rules 17 (b)(ii) and 17 (b)(iii) that have been left in the Pension Trust Fund under the provisions of sub-rules 17 (d)(i) and 17 (d)(iii), the Member shall be deemed to retire on the Normal Retirement Date or, if eligible, at such earlier date as the Member may elect under the provisions of Rule 11; on deemed retirement the Member shall be entitled to a pension payable in accordance with Rule 10 and calculated in accordance with Rule 8 (or, if applicable, Rule 11), taking into account only the years of pensionable service for the periods involved and the Member's Salary prior to the date of Termination; and
  - (ii) With respect to the termination benefits described in sub-rules 17(b)(i) and 17(b)(iv) that have been left in the Pension Trust Fund under the provisions of sub-rule 17(d)(iii), these shall remain in the Pension Trust Fund until deemed retirement under sub-rule 17(e)(i), upon which event, the AVC Accumulated Value and the Excess Post -1987 Contributions plus interest

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shall be transferred to the Retirees' Trust Fund and used to provide an additional amount of pension in the manner described in sub-rule 12(e).

- (iii) Notwithstanding sub-rule 17 (j)(ii), Members who were deemed to have elected deferred retirement prior to 01 January 2006 under the then prevailing sub-rule 17 (e)(i) (and whose termination benefits were therefore transferred to the Retirees' Trust Fund), and who are not yet in receipt of a pension shall be treated as follows:

Each such Member shall be entitled to a deferred pension as if his or her termination entitlements had always remained in the Pension Trust Fund and the pension were determined in accordance with sub-rules 17 (e)(i) and 17 (e)(ii) just above.

- (f) Treatment of Deferred Pension Benefits on Death Before Deemed Retirement

Should a Member who has terminated employment with the Employer die before deemed retirement (as described in sub-rule 17(e)(i)), the Spouse, if any, of the Member at the date of death will be entitled under the Act to the Reduced Commuted Value in respect of Post-1987 Contributions which are also Locked-In Contributions kept in the Plan.

In addition, the Member's beneficiary will be entitled to receive the following amounts from the termination benefits of the Member which have been kept in the Plan:

- (i) the Member's AVC Accumulated Value, if any; plus
- (ii) in respect of the Member's Sum of Contributions Compounded that are not Locked-In Contributions, the greater of
  - (A) this Sum of Contributions Compounded up to the date of Termination, or
  - (B) the Reduced Commuted Value; plus
- (iii) in respect of the Member's Locked-In Contributions which are also Period 1977-1987 Contributions, the greater of

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- (A) this Sum of Contributions Compounded up to the date of Termination, or
  - (B) the Reduced Commuted Value; plus
- (iv) in respect of the Member's Locked-In Contributions which are also Post-1987 Contributions, provided however that the Member did not have a Spouse at the date of death, the greater of
- (A) this Sum of Contributions Compounded up to the date of Termination, or
  - (B) the Reduced Commuted Value; plus
- (v) in respect of the Member's Locked-In Contributions which are also Post-1987 Contributions, provided however that the Member did have a Spouse at the date of death, the greater of
- (A) this Sum of Contributions Compounded up to the date of Termination, less any payment to the deceased Member's Spouse pursuant to the initial sentence in this sub-rule 17(f), or
  - (B) zero; plus
- (vi) the Member's Excess Post-1987 Contributions, if any, together with interest.

Benefits arising under this sub-rule 17(f) shall be refunded to the terminated Member's Spouse or beneficiary, respectively. As an alternative to receiving a lump sum cash payment, a Member's Spouse may elect to transfer all or part of the lump sum amount to a Registered Plan, to an insurance company licensed to do business in Canada for the purchase of an immediate life annuity or a deferred life annuity with payments starting before the Spouse attains age 65, or to the Retirees' Trust Fund to provide a life annuity in accordance with sub-rule 19(d).

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(g) Refunds of Termination Benefits Arising from Locked-In Contributions

Refunds to the Member of termination benefits arising from Locked-In Contributions are permitted as follows:

- (i) if the annual benefit payable at Normal Retirement Date does not exceed four percent of the YMPE in the year of Termination, or if the Commuted Value of the benefit is less than ten percent of the YMPE in the year of Termination, the Commuted Value of that benefit or the Locked-In Contribution, whichever is greater, may be refunded;
- (ii) the payment of the Member's Commuted Value or Locked-In Contribution, whichever is greater may be permitted in the case of mental or physical disability that is likely to shorten considerably the life expectancy of the Member (as Prescribed);
- (iii) a Member is entitled to a lump sum refund in partial discharge of any benefit arising from Locked-In Contributions that are Period 1977-87 Contributions, the amount being not greater than 25 percent of that benefit's Commuted Value.

(h) Taxation of Refunds of Termination Benefits

Income tax is deducted at source from all refunds (including those under sub-rule 17(f)), according to the tax regulations in force at that time.

(i) Plan Membership Ends on Withdrawal of All Termination Benefits

When, on Termination or subsequently, a Member withdraws all termination benefits, membership in the Plan ceases.

(j) Calculation of Deferred Pension Benefits

Deferred pension benefits kept in the Plan and governed by sub-rules 17(e) and 17(f) shall be defined by the Plan rules which prevailed on

- (i) 16 February 1988 for all Terminations which occurred before 17 February 1988, or
- (ii) the date of Termination for all Terminations from 17 February 1988 onward.

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**18. Transfer of Termination Benefits**

(a) Normal Transfer from the Plan

Where, upon Termination, a Member opts to transfer some or all termination benefits from the Plan, the transfer may be made only to a Registered Plan in the name of the Member; furthermore, transfer of termination benefits arising from Locked-In Contributions may only be made if all of the conditions set forth in Section 50 of the Act and Income Tax Regulation 8517 are fulfilled.

(b) Transfer From The Plan Under a Reciprocal Agreement

Where, upon Termination, a Member enters employment with an employer that has entered into a reciprocal agreement with the University, the Member may, under that reciprocal agreement, request a transfer of contributions to the pension plan of the new employer. Notwithstanding Rule 14, the amount transferred upon such a request shall be calculated in accordance with the terms and conditions of that reciprocal agreement. At the option of the Member, the amount transferred may include the AVC Accumulated Value, if any.

Subject to any statutory limitations, any amount in excess of that required for transfer to the new employer's pension plan shall be refunded to the Member either in cash or to the Member's Registered Retirement Savings Plan as provided for in sub-rule 18(a) above. After these payments have been made, the Plan shall have no further liability either to the Member or any beneficiary of the Member.

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(c) Transfer to the Plan Under A Reciprocal Agreement

Where a person enters the service of the University immediately following termination of employment with an employer that has entered into a reciprocal agreement with the University, the amount calculated in accordance with the terms and conditions of such reciprocal agreement, may be transferred to the Plan upon entering into employment with the University. In such circumstances, the waiting period specified in Rule 3 of the Plan shall be deemed to have been waived. Should the new Plan Member subsequently terminate employment with the University or die before retirement, the amount transferred to provide transferred years of service shall be included with the Sum of Contributions Compounded of the Member. Amounts transferred, if any, in excess of what is required to provide the transferred years of pensionable service shall be treated as AVCs.

(d) Transfer to the Plan Under a Portability Arrangement

The University may establish portability arrangements with other registered pension plans in Canada to permit the transfer of funds to be used by a Member to purchase up to an equivalent amount of Pensionable Service prior to 1 January 1992 under this Plan in accordance with sub-rule 13A (c). The Administrator will maintain a list of registered pension plans with which portability arrangements have been established.

In such circumstances, the waiting period specified in Rule 3 of the Plan shall be deemed to have been waived. Should the new Plan Member subsequently terminate employment with the University or die before retirement, the amount transferred to purchase years of service shall be included with the Sum of Contributions Compounded of the Member. Amounts transferred, if any, in excess of what is required to provide the transferred years of pensionable service shall be treated as AVCs.

(e) Other Transfers to the Plan

Where a Member has entered the service of the Employer, immediately following termination of employment with an employer other than one that has entered into a reciprocal agreement with the University or where the University has established a portability arrangement, the Member may elect to transfer any refund of contributions or termination benefit payable from the fund of the previous employer's registered pension plan into the Pension Trust Fund. In these circumstances, the full amount transferred shall be treated in the same manner as an AVC unless the Member elects to purchase pensionable service in accordance with sub-rule 13A (c).

**19. Benefits on Death Before Retirement Date - Active Members**

(a) Minimum Spousal Entitlement

The surviving Spouse of a deceased Member is entitled under Section 56 of the Act to a payment not less than sixty percent of the Commuted Value of the deferred pension benefit accrued after 31 December 1987 to which the Member would have been entitled if the Member's employment had been terminated immediately before the Member's death; provided that the payments described above in this sub-rule 19(a) may be reduced to the extent that the Spouse has received group life insurance benefits resulting from the death of the Member or former Member that can be considered to have been paid by Employer premiums.

(b) Death Benefit Before Retirement

Should an active Member die before retirement (or an active Member on long-term disability die before deemed retirement under sub-rule 16(e)), the Member's beneficiary will be entitled to receive the following benefit: an amount equal to the Sum of Contributions Compounded of the Member up to the date of death, plus the Member's AVC Accumulated Value, if any, less any payment to the deceased Member's Spouse pursuant to sub-rule 19(a) and less the appropriate income tax deduction.

Notwithstanding the foregoing, benefits shall not be less than that required under Section 56 of the Act.

(c) Payment Options for a Spousal Beneficiary

As an alternative to receiving a lump sum cash payment, a Member's Spouse may elect to transfer all or part of the lump sum amount to which the Spouse is entitled to a Registered Plan, to an insurance company licensed to do business in Canada for the purchase of an immediate life annuity or a deferred life annuity with payments starting before the Spouse attains age 65, or to the Retirees' Trust Fund to provide a life annuity in accordance with sub-rule 19(d) below.

(d) Payment of Spousal Annuity Through the Retirees' Trust Fund

In the event that the Member's Spouse elects to have such payments made by the Retirees' Trust Fund, the death benefit otherwise payable shall be transferred into the Retirees' Trust Fund as of the date upon which election is made. Mutatis mutandis, sub-rules 12(b), 12(d), 12(e) and 12(f) shall apply respectively to the investment income credited, the commencement of pension to the Member's Spouse subject to the requirement that it commence before age 65 rather than the Latest Retirement Date, the amount of pension, and the disposition of the balance payable to the beneficiary of the Member's Spouse in the event of death prior to commencement of pension payments. Any such annuity shall not have a guarantee period in excess of the lesser of:

- (i) fifteen years, and
- (ii) the period from the date of death of the Member to the day before the date on which the 86th birthday of the Member's Spouse would occur.

In no event shall the spousal annuity payable from the Retirees' Trust Fund be greater than that allowable under Income Tax Act Regulations 8503 (2)(e) and 8503 (2)(f).

**20. Pension Trust Fund**

The contributions of Members and the Employer will be paid into a Pension Trust Fund; established under the Pension Trust Deed administered by the trustees (including one representative each from the Senate of the University and the Dalhousie Faculty Association) appointed by the Board. The securities purchased on behalf of the Pension Trust Fund shall be held in safekeeping by a custodian appointed by the trustees.

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**21. Retirees' Trust Fund**

In accordance with Rule 9, a Retirees' Trust Fund shall be established separate and distinct from the Pension Trust Fund for the purpose of holding, investing, and administering funds; and, on the order of the Administrator, making pension payments from these funds to retirees, their surviving Spouses and their estates, and making annuity payments to the surviving Spouses of deceased Members of the Plan.

The Retirees' Trust Fund shall be administered by trustees (including one representative each from the Senate and the Dalhousie Faculty Association) appointed by the Board under the Retirees' Trust Deed. The securities purchased on behalf of the Retirees' Trust Fund shall be held in safekeeping by a custodian appointed by the trustees.

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**22. Permissible Benefits and Distributions**

(a) Permissible Benefits

All benefits provided in respect of this Plan shall be in accordance with the provisions of this Plan.

(b) Permissible Distributions

There shall be no distributions made from this Plan except the payments of benefits in accordance with the provisions of the Plan, transfers in accordance with Rules 18 and 19 and payments in accordance with this Rule 22 and sub-rules 13(i) and 28(a).

No portion of any money held in the Pension Trust Fund shall be withdrawn from that Fund or used to pay employer contributions without the prior approval of the Board and all of the various bargaining units including the Dalhousie Faculty Association, and the Administrative Group. Any such action shall, in any event, be subject to the prior consent of the Superintendent of Pensions if required under the Pension Benefits Act of Nova Scotia.

The Plan may not permit the distribution to a Member, upon termination of the Plan or at any other time, of any portion of a surplus in the Pension Trust Fund that would result in benefits to the Member being in excess of the maximum permitted under the Income Tax Act and Income Tax regulations.

Should it be agreed to discontinue the Plan the Employer cannot withdraw its contributions. All contributions must remain and be distributed among the Members, terminated Members, and beneficiaries on a sound and equitable basis, subject to the requirements of the Act.

Subject to the recommendation of the Advisory Committee, the approval of the Board and the prior consent of the Superintendent of Pensions, a portion of monies held in the Retirees Trust Fund that have been identified as surplus in an Actuarial Valuation may be distributed to beneficiaries of that Fund in a manner deemed appropriate.

- (c) Notwithstanding the first sentence of sub-rule 22 (b),
  - (i) for the period 1 June 1996 through 31 January 2000, an amount equal to each Plan Member's regular monthly pension contributions under sub-rule 13 (a) (i), as modified by sub-rule 13 (d) and reduced by one dollar;
  - (ii) for the period 1 February 2000 through 28 February 2001, an amount equal to each Plan Member's regular monthly pension contributions under sub-rule 13 (a) (i), as modified by sub-rule 13 (d) and reduced by 3% of monthly Salary.

shall be distributed monthly from the Pension Trust Fund to the Plan Member on a taxable basis and -- without actually being paid out of the Pension Trust Fund or being received in the hands of the Plan Member -- be used to pay an equivalent amount of the Member's regular monthly employee pension contributions under sub-rule 13 (a) (i).

- (d) Notwithstanding the first sentence of Rule 22 (b) and effective 1 January 1996 for each Plan Member
  - (i) who paid reduced contributions under sub-rule 13 (f) at any time during the period 1 July 1991 through 31 December 1994, and
  - (ii) who, under this sub-rule 22 (d), has not yet restored his or her employee contributions plus Interest to the full level which would have prevailed had there been no reduction in employee contributions under sub-rule 13 (f),

an amount equal to the difference between the Member's maximum employee contributions as defined by sub-rule 13(i) and the Member's regular pension contributions under sub-rule 13 (a) (iii), as modified by sub-rules 13(c), 13(d), 13(h), shall be distributed monthly from the Pension Trust Fund to the Plan Member and -- without actually being paid out of the Pension Trust Fund or being received in the hands of the Plan Member -- be repaid as employee contributions into the Pension Fund as if under sub-rule 13 (a) (iii) and subject to 13(i) to restore the Member's employee contributions plus Interest to the full level which would have prevailed had there been no reduction in employee contributions under sub-rule 13 (f).

**23. Partial Early Retirement and Reduced Workload Arrangements**

(a) Definitions

For the purpose of Rule 23,

- (i) "Actual Salary" means the pro-rated Nominal Salary actually received by the Member during a Reduced Workload Period.
- (ii) "Nominal Salary" means the Salary of the Member in effect prior to the Reduced Workload Period and any subsequent annual increments accorded by the regular salary program of the University,
- (iii) "Reduced Workload Period" of a Member in respect of the Employer, means a period after 1991 (other than a period in which the Member is Disabled),
  - (A) in each year of which the Member renders services to the Employer, and
  - (B) in each year of which the Actual Salary received by the Member from the Employer is less than the Nominal Salary as a consequence of the Member and the University having entered into an RWA.

(b) Partial Early Retirement

Partial Early Retirement is available under an RWA as set forth in this Rule. During such periods, the Member shall not have retired for the purposes of this Plan.

(c) Eligibility for a Reduced Workload Arrangement

A Member who has completed at least three years of Continuous full-time or regular part-time employment since last date of hire may apply to participate in an RWA. A Reduced Workload Period shall be for a fixed term. Participation in and approval of such an RWA is by mutual consent, and is not extended as a matter of right.

(d) Pension Benefits and Contributions

In respect of any Member working under an RWA the following shall apply:

- (i) The calculation of the Member's pension benefit under Rules 8 and 16 shall be based on the Member's Nominal Salary rather than the Actual Salary received by the Member under the RWA
- (ii) The Member will make pension contributions through payroll deduction based on the Actual Salary received during the period rather than the Member's Nominal Salary on which the benefits are based.
- (iii) The University will pay contributions on behalf of the Member in respect of the difference between the Member's Actual Salary and Nominal Salary as well as its contributions on the Nominal Salary.

(e) Procedure on Application

In the case of teaching, research, artistic and professional library staff, an application for a proposed Reduced Workload Period should be routed through the Chairperson, Head, Director or Chief Librarian to the Dean of the Faculty or, in the absence of an appropriate Faculty, to the Vice-President (Academic). In other cases, application should be made through the Administrative Director to the appropriate Vice-President.

Approval or denial can only be decided by the Dean in consultation with the Vice-President (Academic) in Faculty areas, and by the appropriate Vice-President in non-Faculty areas.

An RWA once approved, can only be changed by mutual consent of the Member and the University. Any RWA will be confirmed in writing to the Member, and must be signed by the appropriate Vice-President.

The specific workload reduction in individual instances will be a matter of agreement between the Member and the University, but the workload will not be reduced to less than 50% of the full-time equivalent in any event.

(f) Compliance with Prescribed Compensation Requirements

Notwithstanding the foregoing sub-rules, benefits and contributions under this Rule shall be in accordance with Canada Revenue Agency Prescribed Compensation requirements.

**24. Additional Voluntary Contributions (AVCs)**

(a) Entitlement to Make AVCs

A Member may make AVCs to the Plan in respect of service with the Employer in the current year, subject to the Pension Adjustment Limit.

In addition, a Member may elect to transfer to the Plan as an AVC from a Registered Retirement Savings Plan an amount equal to all or a portion of any compensation received for loss of office from the University provided that the amount so transferred shall not exceed the maximum amount of retiring allowance that otherwise would be permitted to be transferred to this Plan under Section 60 (j.1) of the Income Tax Act.

AVCs may not be withdrawn while the employee remains an active Member.

(b) Treatment of AVCs on Retirement

At the time of retirement (whether this be early retirement, normal retirement or postponed retirement), the Member shall elect one of the following three options:

- (i) to receive the AVC Accumulated Value in cash, or
- (ii) to transfer the AVC Accumulated Value to a registered retirement savings plan in the name of the Member, or
- (iii) to transfer the AVC Accumulated Value into the Retirees' Trust Fund in order to increase the amount of the retirement pension to be received. The amount of such additional retirement pension shall be determined in the manner described in sub-rule 12 (e). Any such pension provided from the proceeds of AVCs shall not be taken into account in determining compliance with the Maximum Pension.

**25. Pension Entitlement on Marriage Breakdown**

- (a) Where a Member under Rules 10, 11, 12, or 17 is entitled to a benefit, and
  - (i) a petition for divorce is filed; or
  - (ii) an application is filed for a declaration of nullity; or
  - (iii) the Member and the Member's Spouse have been living separately and apart and there is no reasonable prospect of the resumption of cohabitation,the Member's Spouse may apply to the Court for a division of the Marital Benefit.
- (b) The Court may, having regard to all the circumstances, order that the Spouse of the Member shall receive such proportion, not exceeding one half, of the Marital Benefit as the Court may order.
- (c) Where, pursuant to this Rule 25, a Court orders the division of a Marital Benefit,
  - (i) the Spouse is entitled to payment of a pension based on that division commencing on the date on which payment of a pension to the Member commences, or the Normal Retirement Date of the Member, whichever is earlier;
  - (ii) Should the Member exercise the right to transfer termination benefits in sub-rules 18(a) or 18(b), the Spouse is entitled to require the Administrator of the Plan to pay the Commuted Value of that Spouse's pension;
  - (iii) the estate of the Spouse of the Member is entitled to a refund of the Sum of Contributions Compounded made in respect of that Spouse's proportion of the Marital Benefit if the Spouse dies before receiving the pension;
  - (iv) a subsequent spouse of the Spouse of the Member is not entitled to any pension benefit or other benefit under the Plan which would arise through marriage to the Spouse of the Member;
  - (v) the pension of the Spouse is not affected by the death of the Member;
  - (vi) the pension of the Member is not affected by the death of the Spouse;

- (vii) the pension of the Spouse is deemed to be a deferred pension benefit for the purpose of Section 17(4) of the Act;
- (viii) the Administrator shall provide information to the Spouse as Prescribed by the Regulations.
- (d) A Court order respecting the division of a Marital Benefit does not entitle the Spouse of the Member to other pension benefits under the Plan.
- (e) Nothing in this Rule 25 precludes a division of assets pursuant to Section 13 of the Matrimonial Property Act of Nova Scotia in settlement of the value to either Spouse of any pension or other benefit under the Plan which, by reason of the termination of the marriage relationship, that Spouse will lose the chance of acquiring and where there is an unequal division upon such grounds sub-rules 25(a) to 25(d) do not apply.
- (f) The total value of the pension benefits payable separately to the Member and the Spouse shall not exceed the amount that would have been otherwise payable to the Member had marriage breakdown not occurred.

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**26. Disclosure of Information**

- (a) The Administrator shall provide in writing to each person who will be eligible or is required to become a Member:
  - (i) an explanation of the provisions of the Plan that apply to that person;
  - (ii) an explanation of that person's rights and obligations in respect to the Plan; and
  - (iii) any information Prescribed.
  
- (b) The Administrator shall annually provide each active Member with a written statement containing the Prescribed information in respect of the Plan, the Member's entitlement to pension benefits and any ancillary benefits.
  
- (c) Former Members as defined in the Act, except those currently in receipt of pension payments from the Retirees' Trust Fund, shall also be sent annually a written statement showing their name, date of birth, name of Spouse (if any), and the monetary benefits standing to their credit in the Pension Trust Fund or the Retirees' Trust Fund.
  
- (d) The Administrator shall provide to each person who becomes entitled to a payment under the Plan a written statement setting out the Prescribed information in respect of the benefits, rights and obligations of the person.

- (e) On written request and without charge, the Administrator shall make available the Prescribed documents and information in respect of the Plan Prescribed in the Regulations for inspection without charge by:
- (i) a Member;
  - (ii) the Spouse of a Member;
  - (iii) an Employer;
  - (iv) any other person entitled to pension benefits under the Plan;
  - (v) any person required to contribute under the Plan on behalf of the Employer;
  - (vi) an agent authorized in writing by a person identified in any of the preceding sub-classes;
  - (vii) a representative of a trade union that represents Members; and
  - (viii) any other Prescribed person.

The Administrator shall permit the person making the inspection to make extracts from or to copy the Prescribed documents and information.

On request, the Administrator shall provide the person making the inspection with a copy of any of the Prescribed documents or information. A reasonable fee may be charged by the Administrator for such copies.

**27. Advisory Committee**

The Advisory Committee shall consist of representatives of interested bargaining units (including two representatives of the Dalhousie Faculty Association) and representatives of the Board. The number of representatives named by the Board shall not exceed those named by the bargaining units. Any vacancy occurring on the Advisory Committee shall be filled as soon as possible and in the meantime the remaining members of the Advisory Committee may transact any business which may come before it.

The Advisory Committee shall select its own chairperson, who shall have a vote. The Advisory Committee shall consider any matter relating to pensions and the administration of the Plan referred to it by the Board, the Dalhousie Faculty Association, other bargaining units or staff groups. A decision by the Advisory Committee to approve any amendments or changes to the Plan requires a majority vote of the representatives present. The Advisory Committee may make by-laws covering its meetings and proceedings.

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**28. Administration**

(a) Costs of Administration

All costs of administration of the Plan, including the fees and the disbursements of the trustees and counsel fees shall be paid from the Pension Trust Fund or Retirees' Trust Fund.

(b) Responsibilities of the Administrator

The Administrator of the Plan shall be responsible for payroll deductions and the maintenance of all necessary administrative records.

(c) Proof of Age and Eligibility for Payments

The Administrator has the right to require satisfactory proof of age, marriage, death or survival in respect of the life or lives upon which a payment from this Plan depends.

A birth or baptismal certificate is the most acceptable proof of age. If neither of these documents is available, inquiry may be directed to the Administrator as to the proper method of proving age.

(d) Grievances

Any right, entitlement or obligation which a faculty or staff member, beneficiary or retiree has under the Plan shall be grievable. Without limiting the generality of the foregoing, grievances may include disputes on the interpretation, application or administration of the Plan.

Initially a grievance shall be addressed informally to the administrative staff member designated by the Board, who may seek the advice of the Advisory Committee.

Either the grievor or the administrative staff member designated by the Board shall have the right formally to refer to the President a grievance not resolved thirty (30) calendar days after initial reference to the administrative staff member. If the President fails to resolve the grievance within thirty (30) calendar days of its formal reference, the grievor shall have the right to refer the grievance to arbitration by a single named arbitrator to be appointed by the Advisory Committee. The decision of the arbitrator shall be binding on the Employer, the grievor, and the Pension and Retirees' Trusts; however, the arbitrator shall not have jurisdiction to amend or add to any terms of the Plan or the deeds of trust thereunder, nor to give any decision inconsistent with the terms of the Plan. The Employer shall bear its own costs in any arbitration; the arbitrator shall have the power to assess other costs of the arbitration as the arbitrator deems appropriate.

The faculty or staff member, beneficiary or retiree, who formally refers a grievance to the President in accordance with these procedures, shall have the right to representation or assistance by an agent or counsel or by the appropriate bargaining unit or the Administrative Group where applicable, should that unit or group be willing to so act. Notwithstanding any of the preceding provisions of this Rule 28, where a faculty or staff member has the specific right to grieve pension rights or entitlements under the provisions of a collective agreement, only the grievance provisions of the collective agreement may be invoked, and the grievance procedures outlined in this Rule 28 shall not apply. Where a beneficiary or a retiree has the specific right to grieve pension rights or entitlements under provisions of a collective agreement, either the procedures in this Rule 28 or the grievance provisions of the collective agreement may be invoked, but not both.

(e) **Appropriate Pension Adjustments and Past Service Pension Adjustments**

The pension adjustments and past service pension adjustments calculated in respect of the Plan shall be determined in accordance with Part LXXXIII of the Income Tax regulations and shall be appropriate with regard to the Part and the purpose for which the amount is determined. A Member's pension adjustment for a calendar year shall not exceed the Pension Adjustment Limit.

**29. Change or Discontinuance of the Plan**

The Board has made every effort to develop a Plan which will provide effective security for its employees and which will meet future conditions insofar as they can be anticipated at the present. The primary purpose of the Plan is to provide pension benefits to Members after retirement and until death. The Board expects to continue the Plan indefinitely but must reserve the right, subject to the prior agreement of the various bargaining units, including the Dalhousie Faculty Association, and of the Administrative Group, to modify and change or discontinue the Plan should future conditions require such action.

Subject to the approval of the Superintendent of Pensions for Nova Scotia, this Plan may be amended to reduce the benefits provided to avoid revocation of the Plan's registration under the Income Tax Act and regulations thereunder.

No amendments or changes will be made to the Plan without the prior approval of the Advisory Committee, except for amendments to any sub-plan of this Plan, which must only be approved by the Board and the staff group to whom the sub-plan applies.

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