

THIS AGREEMENT made this 17th day of January, 2003, A.D.

BETWEEN

The **MINISTER OF EDUCATION**, hereinafter referred to as the ‘**MINISTER**’

Of the first part

AND

The **NOVA SCOTIA TEACHERS UNION**, hereinafter referred to as the ‘**UNION** :

Of the second part

WHEREAS Article 61 of the Teachers’ Provincial Agreement signed January 17, 2003 refers to entitlements found within current or former Local Agreements between the Nova Scotia Teachers Union and various Regional and District School Boards.

AND

WHEREAS the parties wish to maintain a reference to these entitlements

It is agreed that the following articles form part of the Teachers’ Provincial Agreement signed January 17, 2003

SERVICE AWARD AND DEATH BENEFIT

**ARTICLES REGARDING SERVICE AWARDS
In Existing Regional and Former District School Boards**

ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD

ARTICLE 13 SERVICE AWARD/DEATH BENEFIT

13.1 No service award shall be paid unless a teacher has been employed by the Board for a period of ten (10) or more consecutive years.

13.2 A service award shall be paid when:

- (a) a teacher who retired in the service of the Board verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Plan; or
- (b) a teacher dies in the service of the Board; or
- (c) a teacher's age plus total teaching experience equals seventy (70) or more at the time he/she ceases his/her employment with the Board; or
- (d) a teacher elects a deferred pension pursuant to the Regulations under the Nova Scotia

Teachers' Pension Act.

13.3 For the purpose of this Article "year of service" shall mean:

- (a) where a teacher teaches or claims one hundred and seventy-five (175) days or more in a school year, each year so taught or claimed shall be a year of service; and,
- (b) where a teacher teaches or claims less than one hundred and seventy-five (175) days in a school year, the year of service for this year shall be the aggregate of days taught or claimed divided by one hundred and ninety-five (195).

13.4 The service award shall be determined:

- (a) for all service before August 1, 1999, entitlement shall be in accordance with the provisions of the collective agreement under which the teacher was employed being the collective agreement in force between the Union and the Annapolis District School Board, the Kings County District School Board or the Hants West District School Board (relevant collective agreement provisions are attached as Appendix "B"); and
- (b) for all service after July 31, 1999, by multiplying the annual salary applicable to the teacher on the day of entitlement by one percent (1.0%) for each year of service with the Board.

13.5 The service award shall, at the discretion of the teacher, be paid in one (1) lump sum or in two (2) installments over a one (1) year period at times and in amounts determined by the teacher.

13.6 When a teacher who is eligible for a service award dies in the service of the Board the award shall be paid to the estate of the teacher concerned.

13.7 Notwithstanding Article 13.6, a teacher shall be entitled to file with the Board, a written designation of beneficiary for the purpose of the payment of a service award pursuant to Article 13.2(b).

13.8 Notwithstanding Articles 13.2 and 13.5, the Board shall advance, at least ninety (90) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:

- (a) the full service award available to the teacher; or
- (b) the actual amount required by the Pension Fund.

13.9 The following conditions must be met before funds shall be released pursuant to Article 13.8:

- (a) The teacher has resigned his/her position.
- (b) The teacher requests the Board, in writing, to release funds.
- (c) The teacher files with the Board, a letter from the Pension Plan Administrator stating the amount of funds required to purchase the past service.
- (d) The teacher files with the Board, the required Revenue Canada Taxation Form to effect the transfer.
- (e) The cheque releasing the funds shall be made payable to the Pension Services Group.

APPENDIX B

SERVICE AWARD/DEATH BENEFIT

Appendix B contains three (3) Sections as named below:

- Section 1 - Article 14 - Service Award/Death Benefit as contained in a collective agreement between the Annapolis District School Board and the Nova Scotia Teachers Union dated 29th day of September, 1993.
- Section 2 - Article 14 - Service Award/Death Benefit as contained in a collective agreement between the Hants West District School Board and the Nova Scotia Teachers Union dated the 23rd day of April, 1990.
- Section 3 - Article 14 - Service Award as contained in a collective agreement between the Kings County District School Board and the Nova Scotia Teachers Union dated the 26th day of March, 1996.

Former Annapolis District School Board

Appendix B - Section I

ARTICLE 14 SERVICE AWARD/DEATH BENEFIT

- 14.01 A Service Award/Death Benefit shall be paid to a teacher who has ten (10) or more years of service with the Board who:
 - (i) verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (ii) has attained the age of at least fifty-five (55) years and leaves the teaching profession provided that such teacher shall have the same rights as a teacher who is in receipt of a pension from the Nova Scotia Teachers' Pension Fund with respect to part-time or substitute teachers; or
 - (iii) elects a deferred pension under the Nova Scotia Teachers' Pension Act; or
 - (iv) dies in the service of the Board.
- 14.02 A Service Award/Death Benefit shall be calculated at the rate of decimal three two five percent (.325%) for each year of service with the Board multiplied by the annual rate of salary applicable to a teacher holding a TC5 certificate, eleventh position on the last day of employment with the Board.
- 14.03 The Service Award/ Death Benefit shall be paid in one (1) lump sum or in two (2) equal installments over a one (1) year period at the discretion of the teacher.

- 14.04 When a teacher dies in the service of the Board, the Service Award/Death Benefit shall be paid to the deceased's estate.
- 14.05 Notwithstanding 14.04, a teacher shall be entitled to file with the Board, a written designation of beneficiary for the purpose of the payment of a Service Award/ Death Benefit to a teacher who dies in the service of the Board.
- 14.06 Notwithstanding 14.01 and 14.03, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:
- (i) the full Service Award/ Death Benefit available to the teacher;
 - (ii) the actual amount required by the Pension Fund for the purchase of the past service.
- 14.07 The following conditions must be met before funds shall be released pursuant to 14.06:
- (i) the teacher has resigned his/her position;
 - (ii) the teacher requests the Board, in writing, to release the funds;
 - (iii) the teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
 - (iv) the teacher files with the Board, the required Revenue Canada Taxation form (TD2) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

Former Hants District School Board

Appendix B - Section 2

ARTICLE 14 SERVICE AWARD/DEATH BENEFIT

- 14.01 No Service Award/Death Benefit shall be paid unless a teacher has been employed by the Board for an aggregate period of ten (10) or more years and was employed by the Board other than as a substitute teacher in the school year in which he/she became eligible for the Award.
- 14.02 A Service Award/Death Benefit shall be paid when a teacher:
- (i) verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (ii) elects a deferred pension under the Nova Scotia Teachers' Pension Act; or
 - (iii) dies in the service of the Board.
- 14.03 The Service Award/Death Benefit shall be calculated by multiplying three-quarters of one percent (3/4 of 1%) for each year of service with the Board multiplied by the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board.

- 14.04 Notwithstanding 14.03, the number of years of service to be used in calculation shall not exceed thirty-one (31).
- 14.05 This Service Award/Death Benefit shall be paid in one (1) lump sum or in a maximum of two (2) installments at the discretion of the teacher.
- 14.06 Notwithstanding the provisions of this article, a teacher shall be entitled to file with the Board, a written designation of Beneficiary for the purpose of the payment of a Service Award/Death Benefit pursuant to 14.02 (iii).
- 14.07 Notwithstanding 14.02 and 14.05, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:
- (i) the full Service Award/Death Benefit available to the teacher;
 - (ii) the actual amount required by the Pension Fund for the purchase of past service.
- 14.08 The following conditions must be met before funds shall be released pursuant to 14.07:
- (i) The teacher has resigned his/her position.
 - (ii) The teacher requests the Board, in writing, to release the funds at least ten (10) days prior to payment.
 - (iii) The teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service. The letter shall also state that the Pension Commission will return the funds to the Board if the requirements of paragraph 14.02 are not met within ninety (90) days of the date of the letter.
 - (iv) The teacher files with the Board, the required Revenue Canada Taxation Form (TD2) to effect the transfer.
 - (v) The cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.
- 14.09 Subject to paragraphs 14.07 and 14.08, the Service Award/ Death Benefit shall be paid in one (1) lump sum or a maximum of two (2) installments at the discretion of the teacher.

Former Kings District School Board

Appendix B - Section 3

ARTICLE 14 SERVICE AWARD

- 14.01 No Service Award shall be paid unless a teacher has been employed by the Board for a period of five (5) or more consecutive years.
- 14.02 A Service Award shall be paid when:
- (a) a teacher who retires in the service of the Board verifies that he/she is in receipt of a

- pension from the Nova Scotia Teachers' Pension Fund; or
- (b) a teacher dies in the service of the Board; or
- (c) a teacher's age plus total teaching experience equals seventy (70) or more at the time he/she ceases his/her employment with the Board; or
- (d) a teacher elects a deferred pension under the Nova Scotia Teachers' Pension Act.

14.03 The Service Award shall be on the basis of service with the Board.

14.06 The Service Award shall be determined by multiplying the annual salary applicable to the teacher on the day of retirement by:

- (a) one percent (1%) for each of the first ten (10) years of service with the Board;
- (b) one and one-quarter percent (1.25%) for each of the next ten (10) years of service with the Board; and
- (c) one and one-half percent (1.5%) for each of the next ten (10) years of service with the Board.

14.07 The Service Award shall, at the discretion of the teacher, be paid in one (1) lump sum at a time determined by the teacher, or by monthly installments, not to exceed a period of twelve (12) months.

14.08 When a teacher who is eligible for a Service Award dies in the service of the Board the award shall be paid to the estate of the teacher concerned.

14.09 Notwithstanding 14.08, a teacher shall be entitled to file with the Board, a written designation of Beneficiary for the purpose of the payment of a Service Award pursuant to 14.02(b).

14.10 Notwithstanding 14.02 and 14.07, the Board shall advance, at least thirty (30) ninety (90) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:

- (a) the full Service Award available to the teacher;
- (b) the actual amount required by the Pension Fund for the purchase of the past service.

14.11 The following conditions must be met before funds shall be released pursuant to 14.10:

- (a) the teacher has resigned his/her position;
- (b) the teacher requests the Board, in writing, to release funds;
- (c) the teacher files with the Board, a letter from the Pension Services Group Plan Administrator stating the amount of funds required to purchase the past service;
- (d) the teacher files with the Board, the required Revenue Canada Taxation Form (TD2) to effect the transfer;
- (e) the cheque releasing the funds shall be made payable to the Pension Services Group.

CAPE BRETON-VICTORIA REGIONAL SCHOOL BOARD

ARTICLE 41 SERVICE AWARD/DEATH BENEFIT

- 41.01 When a teacher who has been in the employ of the Employer for at least ten (10) years and goes into retirement or if a teacher dies while in the service of the Board or is a teacher whose age plus teaching experience totals seventy (70) or more at the time he/she ceases his/her employment with the Board, a Service Award/Death Benefit shall be paid in accordance with the provisions herein to the teacher in the first instance and to the spouse in the latter instance. In the event that there is no spouse, then such Service Award/Death Benefit shall be paid to dependent children as described in the Income Tax Act. In the event that there are no dependent children then such Service Award/Death Benefit shall be paid to the deceased's estate.
- 41.02 The Service Award/Death Benefit formula shall be on a "years of service" basis.
- 41.03 (i) The Board must be informed in writing on/or before April 25 in the case of a retirement or resignation in order for Service Award payments to be made in that school year. The Service Award payments shall be made on/or before May 31 of that school year;
- (ii) Service Awards for teachers who submit their letters of resignation or retirement after April 25 shall be paid by July 30 of that school year, unless illness or extraordinary circumstances that are acceptable in the opinion of the Board, result in late resignation or retirement;
- (iii) Notwithstanding 41.03 (ii), Service Award shall be paid within forty-five (45) days when termination of employment results through death, illness, or extraordinary circumstances that are acceptable in the opinion of the Board;
- (iv) The Service Award/Death Benefit shall be paid in one (1) lump sum.
- 41.04 The Service Award shall be determined:
- (i) For all service before August 1, 1999 entitlement shall be in accordance with the provisions of the Collective Agreement under which the teacher was employed being Section 2 or Section 3 of the Collective Agreement between the Board and the Union, dated June 10, 1996 (relevant Collective Agreement provisions are attached as Appendix "C" to this Agreement); and
- (ii) For all service after July 31, 1999, by multiplying two hundred sixty dollars (\$260.00) for each year of service with the Board; and
- (iii) The maximum years of service to be used in calculating the Service Award/Death Benefit shall be thirty-five (35).
- 41.05 Service with the immediately preceding two employing School Boards replaced by the Board, shall be deemed service with the Board for the purpose of this article.
- 41.06 Notwithstanding 41.01, a teacher shall be entitled to file with the Board a written Designation of Beneficiary (Appendix "D") for the purpose of the payment of a Service Award/Death Benefit to a teacher who dies in the service of the Board.

- 41.07 The Addendum between the Board and Union, dated November 1, 1983, regarding the investment of funds by the Board in lieu of a cash payment to certain teachers employed by the former Northside-Victoria District School Board shall continue to be honored by the Board, and the Addendum shall be deemed to be a part of this Agreement. Payments to teachers under these provisions shall be considered a Service Award/Death Benefit.
- 41.08 Notwithstanding 41.01, 41.04, and 41.05, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Pension Services Group for deposit to the Nova Scotia Teachers' Pension Fund for the purpose of purchasing past service, the lesser of:
- (i) the full Service Award/Death Benefit available to the teacher; or
 - (ii) the actual amount required by the Pension Fund for the purchase of the past service.
- 41.09 The following conditions must be met before funds shall be released pursuant to 41.08:
- (i) the teacher has resigned his/her position;
 - (ii) the teacher requests the Board, in writing, to release the funds;
 - (iii) the teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
 - (iv) the teacher files with the Board, the required Revenue Canada Taxation Form to effect the transfer; and
 - (v) the cheque releasing the funds shall be made payable to the Pension Services Group for deposit to the Nova Scotia Teachers' Pension Fund.

APPENDIX C

Service Award/Death Benefit

Service Award/Death Benefit Provisions from Section 2 and Section 3 of the Collective Agreement between the Board and the Union, dated June 10, 1996

Former Cape Breton District School Board

Section 2 (Former CBDSB Agreement)

ARTICLE 12 SERVICE AWARD DEATH BENEFIT

- 12.01 When a teacher who has been in the employ of the Board for at least ten (10) years and goes into retirement in accordance with the Teachers' Pension Act, or if a teacher dies while in the service of the Board, a Service Award/Death Benefit shall be paid to the teacher in the first instance and to the spouse in the latter instance. In the event that there is no spouse, then such Service Award/Death Benefit shall be paid to dependent children as described under the *Income Tax Act*. In the event that there are no dependent children then such Service Award/Death Benefit shall be paid to the deceased's estate.
- 12.02 The Service Award/Death Benefit formula shall be on a "years of service" basis.
- 12.03 (i) The Board must be informed in writing on/or before April 25 in the case of a retirement or resignation in order for Service Award payments to be made in that school year. The Service Award payments shall be made on/or before May 31 of that school year.
- (ii) Service Awards for teachers who submit their letters of resignation or retirement after April 25 shall not be paid until May 31 of the following school year, unless illness or extraordinary circumstances that are acceptable in the opinion of the Board, result in late resignation or retirement.
- (iii) Notwithstanding 12.03(ii), Service Awards shall be paid within forty-five (45) days when termination of employment results through death, illness, or extraordinary circumstances that are acceptable in the opinion of the Board.
- 12.04 (i) Teachers who retire in accordance with 12.03(i) shall be entitled to a Service Award/Death Benefit to be calculated at the rate of two hundred twenty-five dollars (\$225.00) for each year of service with the Board to a maximum of thirty-five (35) years of service.
- (ii) Teachers who retire in accordance with 12.03(ii) shall be entitled to a Service Award/Death Benefit to be calculated at the rate of one hundred sixty dollars (\$160.00) for each year of service with the Board to a maximum of thirty-five (35) years of service.
- 12.05 Service with the immediately preceding employing School Board replaced by the Board, shall be deemed service with the Board for the purpose of this article.

- 12.06 Notwithstanding 12.01, a teacher shall be entitled to file with the Board a written Designation of Beneficiary (Appendix C) for the purpose of the payment of a Service Award/Death Benefit to a teacher who dies in the service of the Board.

Former Northside-Victoria District School Board

Section 3 (Former NSVDSB Agreement)

ARTICLE 15 SERVICE AWARD/DEATH BENEFIT

- 15.01 A Service Award/Death Benefit shall be paid when:

- (i) a teacher verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
- (ii) has fifteen (15) or more years of service and elects a deferred pension under the Nova Scotia Teachers' Pension Act, or
- (iii) dies in the service of the Board; or
- (iv) one whose age plus teaching experience totals seventy (70) or more at the time he/she ceases his/her employment with the Board.

- 15.02 The Service Award/Death Benefit formula shall be on a "years of service" basis.

- 15.03 In respect of retirements during or at the end of the following school years, the rate per year of service shall be:

1986-87 - \$178.50

1987-88 - \$183.85

Said amounts shall be increased annually in proportion to increases in the provincial salary scale. The maximum amount of Service Award/Death Benefit shall not exceed ten thousand dollars (\$10,000.00).

- 15.04 The maximum years of service to be used in calculating the Service Award/Death Benefit shall be thirty-five (35).

- 15.05 The Service Award/Death Benefit shall be paid in one (1) lump sum.

- 15.06 Service with any Board replaced by the District Board shall be deemed service with the District Board for the purpose of this article.

- 15.07 The Addendum between the Board and Union, dated November 1, 1983, regarding the investment of funds by the Board in lieu of a cash payment to certain teachers employed by the Board shall continue to be honoured by the Board, and the Addendum shall be deemed to be a part of this Agreement. Payments to teachers under these provisions shall be considered a Service Award/Death Benefit.

- 15.08 Notwithstanding the provisions of this article, a teacher shall be entitled to file with the Board, a written designation of beneficiary for the purpose of the payment of a Service Award/Death Benefit pursuant to 15.01 (iii).
- 15.09 Notwithstanding 15.01, 15.05 and 15.06, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund, for the purpose of purchasing past service, the lesser of:
- (i) the full Service Award/Death Benefit available to the teacher;
 - (ii) the actual amount required by the Pension Fund for the purchase of the past service.
- 15.10 The following conditions must be met before funds shall be released pursuant to 15.09:
- (i) the teacher has resigned his/her position;
 - (ii) the teacher requests the Board, in writing, to release the funds;
 - (iii) the teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
 - (iv) the teacher files with the Board, the required Revenue Canada Taxation Form (TDB) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

ARTICLE 12 SERVICE AWARD

12.01 In this Article:

- a. "years of service", for the purpose of determining the eligibility of a teacher for a service award means a school year in which a teacher teaches or claims one hundred and seventy-five (175) days or more;
- b. "count years of service" for the purpose of determining the value of a service award, means so much of the service as defined by Article 2.05 as is recognized by the Department of Education, as determined on the last day of employment of the teacher;
- c. "predecessor professional agreements" means the Professional Agreements between the Union and the predecessor School Boards;
- d. "predecessor School Boards" means Pictou District School Board, the Colchester-East Hants District School Board or the Cumberland District School Board;
- e. "Service Award/Death Benefit Letter of Agreement" means the Letter of Agreement entitled "Service Award/Death Benefit" and its Appendix, which form part of this Agreement.

12.02 There shall be a service award paid to eligible permanent or probationary contract teachers as hereinafter set out.

12.03 A permanent or probationary contract teacher is eligible for a service award when the permanent or probationary contract teacher has completed ten (10) consecutive years of service, and shall be paid to an eligible teacher at the time, and upon the conditions hereinafter set out.

12.04 For the purpose of determining whether a permanent or probationary teacher has completed ten (10) consecutive years of service, the number of years of service credited to the teacher under the Service Award/Death Benefit Letter of Agreement shall be deemed to be consecutive years of service with this School Board, and shall be added to the number of consecutive years of service with this School Board after August 1st, 2000.

12.05 Consecutive service after July 31, 2000 is not broken by Deferred Salary Leave or by paid or unpaid leaves of absence.

- 12.06 a. Where a permanent or probationary contract teacher is eligible for, and entitled to be paid a service award, for any teacher with years of service with this School Board and with a predecessor School Board, or with this School Board under a predecessor Professional Agreement, the amount of the service award shall be the sum of the following two (2) amounts:
- i. For the period to August 1, 2000, the sum calculated according to the terms for calculating such an award contained in the relevant predecessor agreement, as modified by the Service Award/Death Benefit Letter of Agreement; plus
 - ii. For count years of service after July 31, 2000, the amount obtained:

- (1) by multiplying the teacher's salary, expressed as the rate of salary applicable to a teacher with that teaching certificate and experience and teaching full-time, and including any administrative allowances, by 1%; then
 - (2) multiplying the number obtained in (1) by the number of count years of service.
 - b. Where a teacher is eligible for and entitled to be paid a service award for any teacher becoming employed with this School Board on/or after August 15, 2000 the amount of the service award shall be calculated under Article 12.06 a. ii.
- 12.07 Notwithstanding anything in this Agreement, or in any predecessor Professional Agreement, or in the Service Award/Death Benefit Letter of Agreement, the maximum cumulative number of years in respect of which a service award may be paid is thirty-five (35).
- 12.08 Such Service Award shall be paid to eligible teachers when the teacher:
- a. verifies that she/he is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - b. elects a deferred pension under the Nova Scotia Teachers' Pension Act, provided the teacher no longer holds a permanent teaching contract with a Nova Scotia School Board; or
 - c. dies in the service of the Board.
- 12.09 Such Service Award shall be paid in one (1) lump sum, or by two (2) equal instalments, as directed by the teacher, and to the extent permitted by law.
- 12.10 A teacher who becomes eligible for Service Award shall make application for such award in writing, to the Board, on/or before April 30th of the calendar year in which the teacher retires, or intends to retire.
- 12.11 Notwithstanding the provisions herein, at the written request of the teacher, the Board shall advance, at least sixth (60) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund, for the purpose of purchasing past service, the lesser of:
- a. the full service award/death benefit available to the teacher;
 - b. the actual amount required by the Pension Fund for the purchase of the past service.
- 12.12 The following conditions must be met before funds shall be released pursuant to this Article:
- a. the teacher has resigned her/his position;
 - b. the teacher requests the Board, in writing, to release the funds;
 - c. the teacher files with the Board a letter from the Administrator for the Nova Scotia Teachers' Pension Plan stating the amount of funds required to purchase the past service;
 - d. the teacher files with the Board the required Revenue Canada taxation form (TD2) to effect the transfer;
 - e. the teacher directs the cheque be made payable to the Nova Scotia Teachers' Pension Fund.

- 12.13 A teacher shall be entitled to file with the Board a written designation of beneficiary, for the purpose of payment of a Service Award/Death Benefit to a teacher who dies in the service of the Board. In the event that there is no designation of beneficiary, then such Service Award/Death Benefit shall be paid to the teacher's estate.

**Letter of Agreement
Service Award/Death Benefit**

Employment with the Board and used to calculate the teachers' service this Letter of Agreement applies only to Service Award/Death Benefit entitlement up to July 31, 2000.

- (1) The Service Award/Death Benefit Articles under the Local Collective Agreements between the Board and the NSTU on behalf of the teachers of the former Colchester-East Hants, Cumberland and Pictou District School Board (as set out in the attached Appendix A) shall continue in effect and full force except that no teacher employed by the Board shall accrue any additional years of service under these prior Agreements after July 31, 2000.
- (2) The Board agrees to prepare a list of teachers to whom the Service Award/Death Benefit Articles in Appendix A apply or may apply. The List will be provided to the NSTU within 180 days of the signing of the collective agreement between the NSTU and the Board. On the List beside each teacher's name will appear the calculation of the teachers' total years of service under the teachers' predecessor agreement as of July 31, 2000 and:
 - (a) For teachers employed by the former Pictou and Cumberland District School Boards, the percentage of salary under the applicable predecessor Collective Agreement that will be applied to the teacher's salary, expressed as a rate of salary applicable to a teacher with that teaching certificate and experience and teaching full time, including any administrative allowances, on the teacher's last day of Award/Death Benefit up to July 31, 2000.
 - (b) for teachers employed by the former Colchester-East Hants District School Board,
 - (i) teachers who, as of July 31, 2000 have greater than 15 years of service, the teachers' monetary entitlement calculated in accordance with the provisions of the predecessor agreement up to July 31, 2000;
 - (ii) to ensure that no teacher suffers a loss of accrued benefit with respect to the calculation of Service Award/Death Benefit, teachers who, as of July 31, 2000 fall within the range of one (1) to fifteen (15) years of service, shall, notwithstanding the teachers' predecessor agreement, for the purposes of calculating the Service Award/Death Benefit, be deemed to be entitled to a calculation of one percent (1%) for each year of service, to and including the fifteenth (15th) year multiplied by the teacher's salary, expressed as a rate of salary applicable to a teacher with that teaching certificate and experience and teaching full time, including any administrative allowances, for the school year 1999-2000.

- (3) The Board agrees to provide each teacher employed by the Board with his or her personal calculations. Teachers shall have forty-five (45) school days from the date the information is provided by the Board to challenge the information through the NSTU. The teacher must provide evidence to support any challenge.

This Letter of Agreement shall be deemed to be part of the Agreement and its Appendix is incorporated therein by reference.

DATED at May 31, 2000, Nova Scotia.

SIGNED, SEALED AND DELIVERED

In the presence of

Wayne MacGillivray
WITNESS

Mary A. Stevenson
CHAIRPERSON OF BOARD

Brian J. Murphy
SUPERINTENDENT OF SCHOOLS

The Nova Scotia Teachers Union

William Redden
WITNESS

D. G. MacIntyre
PRESIDENT OF NSTU

Colchester-East Hants, Cumberland, Pictou District Locals of the Nova Scotia
Teachers Union

David Higgins
WITNESS

David MacDonald
PRESIDENT, Colchester-East Hants District Local

Dennis Arbuckle
WITNESS

Gail Walsh
PRESIDENT, Cumberland District Local

David Higgins
WITNESS

Allan MacLean
PRESIDENT, Pictou District Local

APPENDIX A

SERVICE AWARDS

This Appendix A includes:

1. Colchester-East Hants District School Board

- A. Service Award - Article 14 (Colchester-East Hants District School Board) taken from the Agreement dated May 15, 1989.
- B. Letter of Understanding - Re: Service Awards (Colchester-East Hants District School Board) taken from the Agreement dated May 15, 1989.
- C. Appendix 1 taken from the Agreement dated May 15, 1989.

2. Cumberland District School Board

Service Award - Article 13 (Cumberland District School Board) taken from the Agreement dated June 15, 1991.

3. Pictou District School Board

Service Award - Article 14 (Pictou District School Board) taken from the Agreement dated June 29, 1990.

Former Colchester-East Hants Agreement dated May 15, 1989

ARTICLE 14 SERVICE AWARD/DEATH BENEFIT

- 14.01 No Service Award/Death Benefit shall be paid unless a full-time teacher or a part-time teacher has been employed by the Board or School Boards replaced by the Board, for: (1) a period of ten (10) or more consecutive count years; or, (2) a period of at least twenty (20) count years.
- 14.02 A Service Award/Death Benefit shall be paid to a full-time teacher or a part-time teacher when:
 - (i) A teacher verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (ii) Has attained the age of at least sixty (60) years and leaves the teaching profession provided that such teacher shall have the same rights as a teacher who is in receipt of a pension from the Nova Scotia Teachers' Pension Fund with respect to part-time or substitute teachers; or

- (iii) Has ten (10) or more years of service and elects a deferred pension under the Nova Scotia Teachers' Pension Act; or
- (iv) Dies in the service of the Board.

14.03 The Service Award/Death Benefit formula shall be on a "count years of service" basis.

14.04 The count years of service shall be as follows:

- a. for each of ten (10) count years beyond ten (10) count years of service with the Board, three percent (3%) of each count year's annual salary to be accumulated.
- b. for each count year of service with the Board beyond twenty (20) count years, two percent (2%) of each count year's annual salary to be accumulated.

14.05 Notwithstanding Clause 14.03, the maximum count years of service to be used, in calculating the Service Award/Death Benefit, shall be twenty-five (25).

14.06 The Service Award/Death Benefit shall be paid in one (1) lump sum or by monthly installments at the discretion of the teacher.

14.07 In this article, "count years" shall be the service in the employ of the Board as credited with the Department of Education. A count year shall not include any year a teacher is on a Deferred Salary Leave.

14.08 Notwithstanding 14.06, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:

- a. the full Service Award/Death Benefit available to the teacher;
- b. the actual amount required by the pension fund for the purchase of the past service.

14.09 The following conditions must be met before funds shall be released pursuant to 14.08:

- a. the teacher has resigned her/his position;
- b. the teacher requests the Board, in writing, to release the funds;
- c. the teacher files with the Board a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
- d. the teacher files with the Board the required Revenue Canada Taxation form (TD2) to effect the transfer;
- e. the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

Former Colchester-East Hants Agreement dated May 15, 1989

**LETTER OF UNDERSTANDING
RE: SERVICE AWARDS**

WHEREAS:

- a. By an Agreement dated the 29th day of April, 1986, between the Colchester-East Hants District School Board and the Nova Scotia Teachers Union service awards were calculated and granted in accordance with Article 14 thereof (attached hereto as Appendix 1 for reference) herein called the "old system";
- b. By an Arbitration Award dated the 4th day of January, 1989, concerning the parties, the old system was amended as set forth in this Agreement and herein referred to as the "new system";
- c. In the interest and educational well being of the educational system, the parties have agreed to a method of implementation of the new system, on the following terms:
 - A. Upon a teacher becoming entitled to a service award, the following calculations shall be made (except that the calculations in A(i) shall be made and confirmed by the parties as soon as practical):
 - (i) the amount of any service award the teacher would have been entitled to had he retired in the 1988-89 school year based on the old system using the 1988-89 salary scale;
 - (ii) the amount of any service award to which that teacher would be entitled based on the new system;
 - (iii) 75% of the difference obtained by subtracting A(ii) from A(i) shall be added to A(ii). The amount arrived at shall be the "A amount" and referred to herein as the "A amount".
 - B. Teachers retiring on/or before December 31, 1991, and,
 - (i) who have been employed with the Board or School Boards replaced by the Board for 31 to 35 years as of the 1988-89 school year shall receive a service award equal to 100% of the service award to which he/she would have been entitled based on the old system using the 1988-89 salary scale;
 - (ii) who have been employed with the Board or School Boards replaced by the Board for 26 to 30 years as of the 1988-89 school year shall receive a service award equal to 90% of the service award to which he would have been entitled under the old system using the 1988-89 salary scale.
 - C. Except for those teachers referred to in Paragraph B, Teachers in the employ of the Board for the school year 1988-89 shall receive a service award calculated as follows:
 - (i) Teachers with ten (10) or more years of employment with the Board or School Boards replaced by the Board, the greater of the A amount or an amount calculated on the basis of the new system;
 - (ii) Teachers with less than ten (10) years of employment with the Board or School Boards replaced by the Board, and who become eligible to receive a service

award pursuant to this agreement, shall be paid an award based on the new system.

- D. For greater certainty all Teachers hired for employment after the 1988-89 school year and who become eligible to receive a service award pursuant to this agreement shall be paid an award based on the new system.
- E. There shall be a moratorium until December 31, 1993 on attempts to negotiate changes to the service award article of this agreement.
- F. The Union will withdraw its action plan (including the discontinuance and cessation of all collective action by the Union and its members with regard to the action plan) and the Union will encourage its members to continue to work affirmatively for the betterment of the school system.

This Letter of Understanding shall be attached to the Agreement and shall be deemed to be part of the Agreement.

Former Colchester-East Hants Agreement dated May 15, 1989

APPENDIX 1

ARTICLE 14 SERVICE AWARD/DEATH BENEFIT

14.01 No Service Award/Death Benefit shall be paid unless a full-time teacher or part-time teacher has been employed by the Board or School Boards replaced by the Board, for:

- (1) a period of ten (10) or more consecutive count years; or,
- (2) a period of at least twenty (20) count years.

14.02 A Service Award/Death Benefit shall be paid to a full-time teacher or a part-time teacher when:

- (1) A teacher verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
- (2) Has attained the age of at least sixty (60) years and leaves the teaching profession, provided that such teacher shall have the same rights as a teacher who is in receipt of a pension from the Nova Scotia Teachers' Pension Fund with respect to part-time or substitute teachers; or
- (3) Has ten (10) or more years of service and elects a deferred pension under the Nova Scotia *Teachers' Pension Act*; or
- (4) Dies in the service of the Board.

14.03 The Service Award/Death Benefit formula shall be on a "count years of service" basis.

14.04 The count years of service basis shall be as follows:

- (i) for each of the first ten (10) count years of service with the Board, three per cent (3%) of annual salary at the year of retirement.

- (ii) for each count year of service with the Board beyond ten (10) count years, an additional two per cent (2%) of annual salary at the year of retirement.

14.05 Notwithstanding Clause 14.03, the maximum count years of service to be used, in calculating the Service Award/Death Benefit, shall be twenty-five (25).

14.07 In this Article, "count years" shall be the service in the employ of the Board as credited with the Department of Education.

Former Cumberland District School Board

ARTICLE 13 SERVICE AWARD/DEATH BENEFIT

13.01 The Service Award/Death Benefit shall be paid when:

- (i) a Teacher retires from this Board and verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
- (ii) elects a deferred pension under the Nova Scotia *Teachers' Pension Act* provided the Teacher no longer holds a permanent teaching contract with a Nova Scotia School Board, or
- (iii) dies in the service of the Board.

13.02 Notwithstanding 13.01, no Service Award/Death Benefit shall be paid unless the Teacher has been employed by the Board for a period of ten (10) or more consecutive years.

13.03 The Service Award/Death Benefit shall be the greater of the following calculations:

- (i) Twenty-six percent (26%) of the Teacher's accumulated sick leave days as the numerator and the figure of one hundred and ninety-five (195) as denominator. The fraction thereby arrived at shall be multiplied by the annual rate of salary applicable to the Teacher according to certificate and experience on the last day of employment with the Board.
- (ii) One percent (1%) for each year of service with the Board to a maximum of twenty-six (26) years, multiplied by the annual rate of salary applicable to the Teacher according to certificate and experience on the last day of employment with the Board.

13.04 The Service Award/Death Benefit shall be paid in one (1) lump sum or one-half (½) upon retirement and one-half (½) the following January at the discretion of the Teacher.

13.05 Years of service pursuant to 13.03 (ii) shall be years of service with the Board as determined by the Department of Education.

13.06 Notwithstanding the provisions of this article, a Teacher shall be entitled to file with the Board, a written designation of Beneficiary for the purpose of the payment of a Service Award/Death Benefit pursuant to 13.01 (ii).

- 13.07 Notwithstanding 13.01, the Board shall advance, at least thirty (30) days prior to the effective date of the Teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:
- (i) the full Service Award/Death Benefit available to the Teacher;
 - (ii) the actual amount required by the pension fund for the purchase of the past service.
- 13.08 The following conditions must be met before funds shall be released pursuant to 13.07:
- (i) the Teacher has resigned her/his position;
 - (ii) the Teacher requests the Board, in writing, to release the funds;
 - (iii) the Teacher files with the Board a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
 - (iv) the Teacher files with the Board the required Revenue Canada Taxation form (TD2) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

Former Pictou District School Board

ARTICLE 14 SERVICE AWARD/DEATH BENEFIT

- 14.01 When a Teacher in the employ of the Board goes into retirement in accordance with the *Teachers' Pension Act*, or if a Teacher dies in the service of the Board, a Service Award/Death Benefit shall be paid to the Teacher in the first instance and to the spouse in the latter instance. In the event that there is no spouse, then such Service Award/Death Benefit shall be paid to the deceased's estate.
- 14.02 A Service Award/Death Benefit shall be calculated at the rate of one-half ($\frac{1}{2}$) of one percent (1%) for each year of service with the Board multiplied by the annual rate of salary applicable to the Teacher according to certificate and experience on the last day of employment with the Board.
- 14.03 Notwithstanding 14.02, the number of years of service to be used in calculation shall not exceed thirty-five (35).
- 14.04 The Service Award/Death Benefit shall be paid in one (1) lump sum or by installments at the discretion of the Teacher.
- 14.05 Notwithstanding 14.01, a Teacher shall not be eligible for a Service Award/Death Benefit unless he/she has a minimum of ten (10) years service with the Board.

- 14.06 Notwithstanding 14.05, a Teacher in the employment of the Board as of January 1, 1984 shall receive a Service Award/Death Benefit provided the Teacher, at the time of retirement, is not less than sixty (60) years of age and has a minimum of ten (10) years of service with the Board.
- 14.07 Notwithstanding the provisions of this Article, a Teacher shall be entitled to file with the Board, a written designation of Beneficiary for the purpose of the payment of a Service Award/Death Benefit to a Teacher who dies in the service of the Board.
- 14.08 Notwithstanding 14.01 and 14.04, the Board shall advance at least thirty (30) days prior to the effective date of the Teacher's resignation to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:
- (i) the Full Service Award/Death Benefit available to the Teacher;
 - (ii) the actual amount required by the pension fund for the purchase of the past service.
- 14.09 The following conditions must be met before funds shall be released pursuant to 14.08:
- (i) the Teacher has resigned her/his position;
 - (ii) the Teacher requests the Board, in writing, to release the funds;
 - (iii) the Teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
 - (iv) the Teacher files with the Board, the required Revenue Canada Taxation form (TD2) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

CONSEIL SCOLAIRE ACADIEN PROVINCIAL

ARTICLE 25 RETIREMENT ALLOWANCE

- 25.01 A Retirement Allowance shall be paid to a teacher who has been employed by the Board for ten (10) or more consecutive years and ceases employment with the Board or dies while in the service of the Board.
- 25.02 A Retirement Allowance shall be paid when a teacher:
- (i) verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (ii) has attained the age of at least sixty (60) and leaves the teaching profession provided that such teacher shall have the same rights as a teacher who is in receipt of a pension from the Nova Scotia Teachers' Pension Fund with respect to part-time or substitute teaching; or
 - (iii) elects a deferred pension under the Nova Scotia *Teachers' Pension Act*; or
 - (iv) dies in the service of the Board.
- 25.03 For all teachers in the former Antigonish District School Board who were hired prior to January 13, 1989, the Retirement Allowance shall be calculated as follows:
- (i) For at least ten (10) years of service with the Board, nine percent (9%) of the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board;
 - (ii) For at least fifteen (15) years of service with the Board, fourteen percent (14%) of the salary pursuant to Article 25.03 (i);
 - (iii) For at least twenty (20) years of service with the Board, nineteen percent (19%) of the salary pursuant to Article 25.03 (i); and
 - (iv) For at least twenty-five (25) years of service with the Board, twenty-three percent (23%) of the salary pursuant to Article 25.03 (i).
- 25.04 For all teachers in the former Inverness District School Board and the former Conseil Scolaire Clare-Argyle District School Board who were hired prior to August 1, 1996, the Retirement Allowance shall be calculated as follows:
- The Retirement Allowance shall be calculated at the rate of zero decimal six percent (0.6%) for each year of service with the Board multiplied by the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board.
- 25.05 For all teachers in the former Conseil D'Ecole du Grand Havre who were hired prior to August 1, 1996 the Retirement Allowance shall be calculated as follows:
- (i) Years of Service with the Board Percent of Salary

10	5.00%
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11	6.00%
12	7.00%
13	8.00%
14	9.00%
15	10.00%
16	11.00%
17	12.00%
18	13.00%
19	14.00%
20	15.00%
21	16.00%
22	17.00%
23	18.00%
24	19.00%
25	20.00%
26	21.00%
27	22.00%
28	23.00%

- (ii) The Retirement Allowance shall be calculated at the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board.

25.06 For all teachers in the former Kings District School Board the Retirement Allowance shall be calculated as follows:

- (i) Up to and including July 31, 1989, the Retirement Allowance shall be on a "years of service" basis. From August 1, 1989, the Retirement Allowance shall be on the basis of service with the Board.
- (ii) Up to and including July 31, 1989, the Retirement Allowance shall be one percent (1%) for each year of teaching service multiplied by the annual salary applicable to the teacher on the day of retirement.
- (iii) Effective August 1, 1989, the Retirement Allowance shall be determined by multiplying the annual salary applicable to the teacher on the day of retirement by:
 - (a) one percent (1%) for each of the first ten (10) years of service with the Board;
 - (b) one and one-quarter percent (1.25%) for each of the next ten (10) years of service with the Board; and
 - (c) one and one-half percent (1.5%) for each of the next ten (10) years of service with the Board.

25.07 For all teachers hired by the former Antigonish District School Board after January 13, 1989, the former Cape Breton District School Board and the former Richmond District School Board and for all other teachers hired by the Conseil scolaire acadien provincial after August 1, 1996, the Retirement Allowance shall be calculated as follows:

- (i) For at least ten (10) years of service with the Board, the sum of twenty-six hundred dollars (\$2,600.00); and

- (ii) For each additional year thereafter, the sum of two hundred sixty dollars (\$260.00) per year of service to a maximum of seventy-eight hundred dollars (\$7,800.00) upon completion of thirty (30) years of service.
- 25.08 A teacher shall be entitled to file with the Board, a written Designation of Beneficiary for the purpose of the payment of a Retirement Allowance pursuant to a teacher who dies in the service of the Board.
- 25.09 The Retirement Allowance shall be paid in one (1) lump sum or in equal monthly instalments at the option of the teacher.
- 25.10 Notwithstanding the provisions of this article, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Pension Services Group for the purposes of purchasing past service, the lesser of:
 - (i) The full Retirement Allowance available to the teacher; or
 - (ii) The actual amount required by the Pension Fund for the purchase of past service.
- 25.11 The following conditions must be met before funds shall be released pursuant to Article 25.10:
 - (i) The teacher has resigned his/her position;
 - (ii) The teacher requests the Board, in writing, to release the funds; and
 - (iii) The teacher files with the Board, a letter from the Pension Services Group stating the amount of funds required to purchase the past service.
- 25.12 Retirement Allowance shall be due and payable immediately after the necessary documentation is supplied.

HALIFAX REGIONAL SCHOOL BOARD

ARTICLE 21 RETIREMENT ALLOWANCE

- 21.01 Any permanent, probationary or term teacher in the employ of the Board shall be entitled to a retirement allowance, subject to the provisions of this Article.
- 21.02 For teachers employed by the Board before the signing date of this Agreement, entitlement to and the amount of the retirement allowance shall be in accordance with the provisions of the preceding contracts for the School Board in which the teacher was employed, or would have been employed, prior to amalgamation, being either the Halifax District School Board, Dartmouth District School Board or Halifax County-Bedford District School Board, as contained in Appendix B.
- 21.03 Permanent, probationary and term teachers hired after the signing date of this Agreement must complete a minimum of seventeen (17) years of service to be entitled to a retirement allowance.

- 21.04 Retirement allowances pursuant to Article 21.03 shall be calculated at the rate of decimal eight percent (0.8%) for each year of service to a maximum of twenty-five (25) years with the Board multiplied by the annual rate of salary applicable to the teacher according to the teaching certificate and experience of the teacher on the last day of employment with the Board.
- 21.05 Retirement allowances pursuant to Article 21.03 shall be paid to eligible teachers when the teacher either dies in the service of the Board or retires from the employment of the Board and if the teacher:
- (i) verifies that she/he is in receipt of a pension from the Nova Scotia Teachers Pension Fund; or
 - (ii) attains the age of sixty (60) years; or
 - (iii) elects a deferred pension under the *Nova Scotia Teachers' Pension Act*.
- 21.06 For the purpose of Article 21.03:
- (i) Service means probationary, permanent or term contract service in the employ of the Halifax Regional School Board, which service has not been broken by resignation, termination or discharge.
 - (ii) In the case of term contract teachers, service shall be broken when the teacher is not employed under a term contract in any school year.
 - (iii) Service shall not be broken by years of unpaid leaves of absence, but any such years shall not be counted for purposes of Article 21.04.
- 21.07 Notwithstanding the provisions of this Article, the Board, shall advance at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purpose of purchasing past service, the lesser of:
- (i) the full Service Award available to the teacher;
 - (ii) the annual amount required by the Pension Fund for the purchase of the past service.
- 21.08 The following conditions must be met before funds will be released pursuant to Article 21.08:
- (i) the teacher has resigned her/his position with the Board;
 - (ii) the teacher requests the Board, in writing, to release the funds;
 - (iii) the teacher files with the Board a letter from the Teachers' Pension Board stating the amount of funds required to purchase the past service;
 - (iv) the teacher files with the Board the required Revenue Canada Taxation Form (TD2) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Board.
- 21.09 For the purpose of the retirement allowances referred to in Article 21.03, the following shall apply:
- (i) The retirement allowance shall be paid in one lump sum.

- (ii) A teacher who becomes eligible for retirement allowance shall make application for such an allowance in writing to the Board not later than six (6) months following the date of retirement. If such application is not made, the Board is not obliged to pay the retirement allowance.
- (iii) A teacher shall be entitled to file with the Board a written designation of beneficiary for the purposes of payment of the retirement allowance.

Appendix B

Retirement Allowance Pursuant to Article 21.02

Former Halifax District School Board

- 31.01 A Retirement Allowance shall be paid to teachers and other certified administrative and supervisor personnel in accordance with the following provisions:
- (i) a teacher verifies that she/he is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (ii) a teacher verifies in writing that she/he has elected a deferred pension under the Nova Scotia Teachers' Pension Act; or
 - (iii) a teacher dies in the service of the Board.
- 31.02 (i) Service used in calculating eligibility for Retirement Allowance shall be years of service with the Board and years of approved paid Leave of Absence by the Board including a year of Deferred Salary Leave, to a maximum of thirty-five (35) years.
- (ii) Notwithstanding (i), for teachers who have thirty (30) years of more service with the Board and who elect to retire before age sixty-five (65), the service used in calculating the retirement allowance shall be deemed to be the lesser of:
- (a) Thirty-five (35) years of service with the Board, or
 - (b) The years of service with the Board the teacher would have accumulated had the teacher continued in the service of the Board until age sixty-five (65).
- 31.03 Retirement Allowances shall be calculated at the rate of one decimal two percent (1.2%) for each year of service with the Board multiplied by the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board.
- 31.04 Retirement Allowance shall be paid in one (1) lump sum or by monthly installments, to a maximum of twelve (12), at the discretion of the teacher.
- 31.05 Where a teacher has been paid a Retirement Allowance and is subsequently re-employed by the Board as a part-time teacher, service prior to re-employment shall not be used for the purpose of calculating Retirement Allowance.
- 31.06 The Board agrees with the principles contained in the following clauses and further agrees to implement such provisions.

- 31.07 Notwithstanding the provisions of this Article, a teacher shall be entitled to file with the Board, a written designation of Beneficiary for the purpose of the payment of a Retirement Allowance pursuant to 31.01 (iii).
- 31.08 Notwithstanding 31.04, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service the lesser of:
- (i) the full Retirement Allowance available to the teacher;
 - (ii) the actual amount required by the pension fund for the purchase of past service.
- 31.09 The following conditions must be met before funds shall be released pursuant to 31.07:
- (i) the teacher has resigned her/his position;
 - (ii) the teacher requests the Board, in writing, to release the funds;
 - (iii) the teacher files with the Board a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
 - (iv) the teacher files with the Board the required Revenue Canada Taxation form (TD2) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

Former Dartmouth District School Board

- 7.01 When a teacher leaves the employ of the Board under the provisions of 7.02, the Board shall pay a Service Award/Death Benefit to the teacher in the first instance and to the spouse in the latter instance. In the event that there is no spouse, then such Service Award/Death Benefit shall be paid to dependent children as described in the Income Tax Act. In the event that there are no dependent children then such Service Award/Death Benefit shall be paid to the deceased's estate.
- 7.02 A Service Award/Death Benefit shall be paid to teachers when:
- (i) a teacher verifies that she/he is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (ii) a teacher has attained the age of at least sixty (60) years and leaves the teaching profession provided that such teacher shall have the same rights as a teacher who is in receipt of a pension from the Nova Scotia Teachers' Pension Fund with respect to part-time or substitute teachers; or
 - (iii) a teacher has ten (10) or more years of service and elects a deferred pension under the Nova Scotia Teachers' Pension Act; or
 - (iv) a teacher dies in the service of the Board.
- 7.03 A Service Award/Death Benefit shall be calculated on the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board.

7.04 Service Award/Death Benefit shall be paid according to the following schedule:

Years of Service With the Board	Percent of Salary
10	9.00%
11	10.50%
12	12.00%
13	13.50%
14	15.00%
15	17.00%
16	19.00%
17	21.00%
18	23.00%
19	25.00%
20	27.00%
21	29.50%
22	32.00%
23	34.50%
24	37.00%
25	39.50%
26	42.50%
27	45.50%
28	48.50%

7.05 The Service Award/Death Benefit shall be paid in one (1) lump sum or by monthly installments at the discretion of the teacher.

7.06 Notwithstanding the provisions of this Article, a teacher shall be entitled to file with the Board, a written designation of Beneficiary for the purpose of the payment of a Service Award/Death Benefit to a teacher who dies in the service of the Board.

7.07 Notwithstanding the provisions of this Article, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purpose of purchasing past service the lesser of:

- (i) the full Service Award/Death Benefit available to the teacher;
- (ii) the annual amount required by the Pension Fund for the purchase of the past service.

7.08 The following conditions must be met before funds shall be released pursuant to 7.07:

- (i) the teacher has resigned her/his position;
- (ii) the teacher requests the Board, in writing, to release the funds;
- (iii) the teacher files with the Board a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
- (iv) the teacher files with the Board the required Revenue Canada Taxation Form (TD2) to effect the transfer;

- (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

Former Halifax County-Bedford District School Board

- 13.01 A teacher becomes eligible for a Retirement Award when the teacher has been employed by the Board for a minimum of ten (10) years, the last five (5) of which must be immediately preceding the retirement or death in service with the Board.
- 13.02 A Retirement Award shall be paid to eligible teachers when the teacher:
 - (i) verifies that she/he is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (ii) has ten (10) or more years of service and elects a deferred pension under the Nova Scotia Teachers' Pension Act; or
 - (iii) dies in the service of the Board.
- 13.03 The Retirement Award formula shall be on a "years of service" basis as follows:
 - (i) at the end of the tenth (10th) year's service with the Board, thirty-seven percent (37%) of the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board;
 - (ii) for each year of service with the Board beyond ten (10) years, an additional one percent (1%) of the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board;
 - (iii) the maximum years of service to be used in calculating the Retirement Award shall be thirty (30).
- 13.04 The Retirement Award shall be paid, at the discretion of the teacher, in one (1) lump sum or in twelve (12) equal and consecutive monthly installments.
- 13.05 A teacher who becomes eligible for a Retirement Award shall make application for such Award in writing to the Board on or before November 30 of the calendar year in which the teacher retires. If such application is not made, the Board is not obliged to pay the Retirement Award.
- 13.06 When a teacher has ten (10) or more years service with the Board and dies while in the service of the Board, the applicable Retirement Award shall be paid within sixty (60) days of the death to the estate of the deceased or to the designated beneficiary, if so named.
- 13.07 Notwithstanding the provisions of this Article, a teacher shall be entitled to file with the Board, a written designation of Beneficiary for the purpose of the payment of a Retirement Award pursuant to 13.02 (iii).
- 13.08 Notwithstanding 13.02, 13.04, and 13.05, the Board shall advance, at least ninety (90) days prior to the effective date of the teacher's retirement, to the Nova Scotia Teachers' Pension Fund for the purpose of purchasing past service the lesser of:

- (i) the full Retirement Award available to the teacher;
- (ii) the actual amount required by the pension fund for the purchase of the past service.

13.09 The following conditions must be met before funds shall be released pursuant to 13.08:

- (i) the teacher has retired from her/his position;
- (ii) the teacher requests the Board, in writing, to release the funds;
- (iii) the teacher files with the Board a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
- (iv) the teacher files with the Board the required Revenue Canada Taxation form (TD2) to effect the transfer;
- (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

SOUTHWEST REGIONAL SCHOOL BOARD

ARTICLE 14 SERVICE AWARD/DEATH BENEFIT

- 14.01 No Service Award/Death Benefit shall be paid unless the teacher has been employed by the Board for an aggregate period of at least fifteen (15) years.
- 14.02 A Service Award/Death Benefit shall be paid when a teacher.
- (i) verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (ii) has attained the age of at least sixty (60) years and leaves the teaching profession provided that such teacher shall have the same rights as a teacher who is in receipt of a pension from the Nova Scotia Teachers' Pension Fund with respect to part-time or substitute teaching; or ;
 - (iii) elects a deferred pension under the Nova Scotia Teachers' Pension Act; or
 - (iv) dies in the service of the Board.
- 14.03 (a) For all service up to July 31, 2000, entitlement shall be in accordance with the provisions of the Local Agreement under which the teacher was employed (specifically the Local Agreement between the Union and the Lunenburg County District School Board, the Queens District School Board, the Shelburne County District School Board, the Yarmouth District School Board, the Clare-Argyle District School Board and the Digby District School Board (relevant provisions are attached to Appendix C)).
- (b) For all service commencing on/or after August 1, 2000 the Service Award/Death Benefit shall be calculated at the rate of three-quarters of one percent ($\frac{3}{4}$ of 1%) for each year of service with the Board multiplied by the annual rate of salary applicable to the teacher according to certificate and experience, including supervisory allowances, on the last day of employment with the Regional or District Boards.
- 14.04 (a) Notwithstanding Article 14.03, for teachers under the Local Agreement of the Lunenburg County District School Board, the Queens District School Board, the Shelburne County District School Board and the Clare-Argyle District School Board, the maximum years of service to be used to calculate the Service Award/Death Benefit shall be thirty-five (35).
- (b) Notwithstanding Article 14.03, for teachers under the Local Agreement of the Yarmouth District School Board, the Digby District School Board and all teachers hired after August 1, 1996, the maximum years of service to be used to calculate the Service Award/Death Benefit shall be thirty (30).
- 14.05 The Service Award/Death Benefit shall be paid in one (1) lump sum or in a fixed number of equal monthly payments to a maximum of twelve (12), the number of payments to be made by mutual agreement between the teacher and the Board.

- 14.06 When a teacher who is eligible for a Service Award/Death Benefit dies in the service of the Regional or District Boards, the Award shall be paid to the estate of the teacher concerned.
- 14.07 Notwithstanding Article 14.06, a teacher shall be entitled to file with the Regional Board a written designation of beneficiary for the purpose of the payment of a Service Award/Death Benefit pursuant to Article 14.02 (iv).
- 14.08 Notwithstanding Articles 14.02 and 14.05, the Regional Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service the lesser of:
- (i) the full Service Award/Death Benefit available to the teacher;
 - (ii) the actual amount required by the Pension Fund for the purchase of past service.
- 14.09 The following conditions must be met before funds shall be released pursuant to Article 14.08:
- (i) the teacher has resigned his/her position;
 - (ii) the teacher requests the Regional Board, in writing, to release the funds;
 - (iii) the teacher files with the Regional Board a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase past service;
 - (iv) the teacher files with the Regional Board the required Revenue Canada Taxation form (TD2) to effect the transfer,
 - (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

Former Lunenburg County District School Board

ARTICLE 14 SERVICE AWARD/DEATH BENEFIT

- 14.01 No Service Award/Death Benefit shall be paid unless a teacher has been employed by the Board for an aggregate period of fifteen (15) or more years.
- 14.02 A Service Award/Death Benefit shall be paid when a teacher:
- (i) verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (ii) elects a deferred pension under the Nova Scotia Teachers' Pension Act; or
 - (iii) dies in the service of the Board.
- 14.03 When a teacher who is eligible for a Service Award/Death Benefit dies in the service of the Board, the Service Award/Death Benefit shall be paid to the estate of the teacher concerned.
- 14.04 During the term of this Agreement, the Service Award/Death Benefit shall be calculated by multiplying the number of years of service with the Board by two hundred dollars (\$200.00). The total number of years of service used to calculate the Service Award/Death Benefit shall not exceed thirty-five (35).

- 14.05 This Service Award/Death Benefit shall be paid in one (1) lump sum or by installments at the discretion of the teacher.
- 14.06 It is understood for the purposes of the Service Award/Death Benefit, that teachers on Leave of Absence are considered as staff members.
- 14.07 A teacher shall receive only one (1) retirement award during his/her period of teaching with the Board.
- 14.08 Notwithstanding the provisions of 14.03, a teacher shall be entitled to file with the Board a written designation of beneficiary for the purpose of the payment of a Service Award/Death Benefit pursuant to 14.02 (iii).
- 14.09 Notwithstanding the provisions of the Article, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's retirement, to the Nova Scotia Teachers' Pension Fund for the purpose of purchasing past service the lesser of:
- (i) the full Service Award/Death Benefit available to the teacher;
 - (ii) the actual amount required by the Pension Fund for the purchase of the past service.
- 14.10 The following conditions must be met before funds shall be released pursuant to 14.09:
- (i) the teacher has retired from his/her position;
 - (ii) the teacher requests the Board, in writing, to release the funds;
 - (iii) the teacher files, with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
 - (iv) the teacher files, with the board, the required Revenue Canada Taxation form (TD2) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable as directed by the Nova Scotia Teachers' Pension Commission.

Former Queens District School Board

ARTICLE 15 SERVICE AWARD/DEATH BENEFIT

- 15.01 No Service Award/Death Benefit shall be paid unless a teacher has been employed by the Board for an aggregate period of fifteen (15) or more years.
- 15.02 A Service Award/Death Benefit shall be paid when a teacher:
- (i) verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (ii) elects a deferred pension under the Nova Scotia Teachers' Pension Act; or
 - (iii) dies in the service of the Board.

- 15.03 The Service Award/Death Benefit shall be calculated at the rate of point four five (.45) of one percent (1%) of a TC 5 maximum per year for each year of service with the Board.
- 15.04 Notwithstanding 15.03, the number of years of service to be used in calculation shall not exceed thirty-five (35).
- 15.05 The Service Award/Death Benefit shall be paid in one (1) lump sum or by installments at the discretion of the teacher or beneficiary.
- 15.06 Notwithstanding 15.05, a teacher shall be entitled to file with the Board, a written designation of Beneficiary for the purpose of the payment of a Service Award/Death Benefit pursuant to 15.02 (iii).
- 15.07 Notwithstanding 15.02 and 15.05, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:
- (i) the full Service Award/Death Benefit available to the teacher;
 - (ii) the actual amount required by the Pension Fund for the purchase of past service.
- 15.08 The following conditions must be met before funds shall be released pursuant to 15.07:
- (i) the teacher has resigned his/her position;
 - (ii) the teacher requests the Board, in writing, to release the funds;
 - (iii) the teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
 - (iv) the teacher files with the Board, the required Revenue Canada Taxation form (TD2) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

Former Shelburne County District School Board

ARTICLE 18 SERVICE AWARD/DEATH BENEFIT

- 18.01 No Service Award/Death Benefit shall be paid unless the teacher has been employed by the Board for an aggregate period of seven (7) or more years.
- 18.02 A Service Award/Death Benefit shall be paid when a teacher:
- (i) verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (ii) has attained the age of at least sixty (60) years and leaves the teaching profession provided that such teacher shall have the same rights as a teacher who is in receipt of a

- pension from the Nova Scotia Teachers' Pension Fund with respect to part-time or substitute teachers; or
 - (iii) has seven (7) or more years of service and elects a deferred pension under the Nova Scotia Teachers' Pension Act; or
 - (iv) dies in the service of the Board.
- 18.03 The Service Award/Death Benefit shall be calculated at the rate of ninety dollars (\$90.00) for each year of service with the Board.
- 18.04 Notwithstanding 18.03, the maximum years of service to be used to calculate the Service Award/Death Benefit shall be thirty-five (35).
- 18.05 The Service Award/Death Benefit shall be paid in one (1) lump sum.
- 18.06 When a teacher who is eligible for a Service Award/Death Benefit dies in the service of the Board the Award shall be paid to the estate of the teacher concerned.
- 18.07 Notwithstanding 18.06, a teacher shall be entitled to file with the Board, a written designation of beneficiary for the purpose of the payment of a Service Award/Death Benefit pursuant to 18.02 (iv).
- 18.08 Notwithstanding 18.02 and 18.05, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service the lesser of:
 - (i) the full Service Award/Death Benefit available to the teacher;
 - (ii) the actual amount required by the Pension Fund for the purchase of past service.
- 18.09 The following conditions must be met before funds shall be released pursuant to 18.08:
 - (i) the teacher has resigned his/her position;
 - (ii) the teacher requests the Board, in writing, to release the funds;
 - (iii) the teacher files with the Board a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase past service;
 - (iv) the teacher files with the Board the required Revenue Canada Taxation form (TD2) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

Former Yarmouth County District School Board

ARTICLE 11 RETIREMENT AWARD

- 11.01 No Retirement Award shall be paid unless a teacher has a total of fifteen (15) or more years of service with the Board or its predecessors for which salary has been paid.

11.02 At least fifteen (15) years of the total years of service required pursuant to 11.01 must have been consecutive.

11.03 Retirement Award shall be paid when a teacher:

- (i) verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
- (ii) has attained the age of at least sixty (60) years and leaves the teaching profession provided that such teacher shall have the same rights as a teacher who is in receipt of a pension from the Nova Scotia Teachers' Pension Fund with respect to part-time or substitute teachers; or
- (iii) elects a deferred pension under the Nova Scotia Teachers' Pension Act; or
- (iv) dies in the service of the Board.

11.04 The Retirement Award shall be calculated at the rate of three-quarters of one percent ($\frac{3}{4}$ of 1%) for each year of service with the Board multiplied by the annual rate of salary, including supervisory allowances, applicable to the teacher on the last day the Board paid salary to the teacher.

11.05 Notwithstanding 11.04, the maximum years of service to be used, in calculating the Retirement Award, shall be twenty-five (25) and the maximum salary, including supervisory allowances, in the year of retirement shall not exceed the level of a TC 6 at maximum service excluding supervisory allowances.

11.06 The Retirement Award shall be paid in one (1) lump sum or by monthly installments at the discretion of the teacher.

11.07 Notwithstanding the provisions of this article, a teacher shall be entitled to file with the Board, a written Designation of Beneficiary form for the purpose of the payment of a Service Award/Death Benefit pursuant to 11.02 (iv).

11.08 Notwithstanding 11.03 and 11.06, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:

- (i) the full Service Award/Death Benefit available to the teacher; or
- (ii) the actual amount required by the pension fund for the purchase of past service.

11.09 The following conditions must be met before Funds shall be released pursuant to 11.08:

- (i) the teacher has submitted his/her letter of resignation;
- (ii) the teacher requests the Board, in writing, to release the funds;
- (iii) the teacher files with the Board a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
- (iv) the teacher files with the Board the required Revenue Canada Taxation form (TD2) to effect the transfer; and

- (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

Former Digby County District School Board

ARTICLE 16 SERVICE AWARD/DEATH BENEFIT

- 16.01 No Service Award/Death Benefit shall be paid unless a teacher has been employed by the Board for a period of five (5) or more consecutive years.
- 16.02 A Service Award/Death Benefit shall be paid when:
 - (i) a teacher verifies that he/she is in receipt of a pension from the Nova Scotia Teachers' Pension Fund; or
 - (ii) has attained the age of at least sixty (60) years and leaves the teaching profession, provided that such teacher shall have the same rights from the Nova Scotia Teachers' Pension fund with respect to part-time or substitute teachers; or
 - (iii) has ten (10) or more years of service and elects a deferred pension under the Nova Scotia Teachers' Pension Act; or
 - (iv) dies in the service of the Board.
- 16.03 The Service Award/Death Benefit formula shall be on a "years of service basis."
- 16.04 The Service Award/Death Benefit shall be calculated by multiplying the teacher's years of service with the Board by seventy dollars (\$70.00). Effective January 1, 1990, this amount shall be increased to seventy-five dollars (\$75.00). Effective January 1, 1991, this amount shall be increased to eighty dollars (\$80.00).
- 16.05 Notwithstanding 16.04, the maximum years of service to be used in calculating the Service Award/Death Benefit, shall be twenty-five (25).
- 16.06 Notwithstanding the provisions of this article, a teacher shall be entitled to file with the Board, a written designation of beneficiary for the purpose of the payment of a Service Award/Death Benefit pursuant to 16.02 (iv).
- 16.07 Notwithstanding 16.05, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Commission for the purpose of purchasing past service, the lesser of:
 - (i) the full Service Award/Death Benefit available to the teacher;
 - (ii) the actual amount required by the pension fund for the purchase of the past service.
- 16.08 The following conditions must be met before funds shall be released pursuant to 16.07:
 - (i) the teacher has resigned his/her position:
 - (ii) the teacher requests the Board, in writing, to release the funds;

- (iii) the teacher files with the Board a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
- (iv) the teacher files with the Board the required Revenue Canada Taxation form (TD2) to effect the transfer;
- (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

Former Clare-Argyle District School Board

ARTICLE 21 SERVICE AWARD/DEATH BENEFIT

- 21.01 When a teacher in the employ of the Board goes into retirement in accordance with the Teachers' Pension Act, or if a teacher dies in the service of the Board, a Service Award/Death Benefit shall be paid to the teacher in the first instance and to the spouse or the teacher's designate in the latter instance. In the event that there is no spouse or teacher's designate, then such Service Award/Death Benefit shall be paid to dependent children as described under the Income Tax Act. In the event that there are no dependent children, then such Service Award/Death Benefit shall be paid to the deceased's estate.
- 21.02 The Service Award/Death Benefit shall be calculated at the rate of zero decimal six percent (0.6%) per year commencing from the last date of hiring until the date of retirement multiplied by the provincial annual salary in the year of retirement, applicable to the teacher according to certificate and experience.
- 21.03 Notwithstanding 21.02, the maximum years of service to be used in calculating the Service Award/Death Benefit shall be thirty-five (35).
- 21.04 The Service Award/Death Benefit shall be paid in one (1) lump sum or in a fixed number of equal monthly payments to a maximum of twelve (12), the number of payments to be made by mutual agreement between the teacher and the Board.
- 21.05 Notwithstanding 21.02, for the purpose of calculating the Service Award/Death Benefit, the Board shall recognize service with another Board or Boards to a maximum of five (5) years.
- 21.06 Notwithstanding 21.01 and 21.03, a teacher shall be entitled to file with the Board, a written designation of beneficiary for the purpose of the payment of a Service Award/Death Benefit to a teacher who dies in the service of the Board.
- 21.07 Notwithstanding 21.02 and 21.03, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purpose of purchasing past service, the lesser of:
- (i) the full Service Award/Death Benefit available to the teacher;
 - (ii) the actual amount required by the Pension Fund for the purchase of the past service.

21.08 The following conditions must be met before funds shall be released pursuant to 21.07:

- (i) the teacher has resigned his/her position;
- (ii) the teacher requests the Board, in writing, to release the funds;
- (iii) the teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
- (iv) the teacher files with the Board, the required Revenue Canada Taxation Form (TD 2) to effect the transfer;
- (v) the cheque releasing the funds shall be made payable as directed by the Nova Scotia Teachers' Pension Commission.

STRAIT REGIONAL SCHOOL BOARD

ARTICLE 12 SERVICE AWARD/DEATH BENEFIT

12.1 A Service Award/Death Benefit shall be paid to a teacher who has been employed by the Board for ten (10) or more consecutive years and ceases employment with the Board or dies in the service of the Board.

12.2 For all teachers in the former Antigonish District School Board who were hired prior to January 13, 1989, the award shall be calculated as follows:

- (a) For at least ten (10) years of service with the Board, nine percent (9%) of the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board;
- (b) For at least fifteen (15) years of service with the Board, fourteen percent (14%) of the salary pursuant to Article 12.2(a);
- (c) For at least twenty (20) years of service with the Board, nineteen percent (19%) of the salary pursuant to Article 12.2(a); and
- (d) For at least twenty-five (25) years of service with the Board, twenty-three percent (23%) of the salary pursuant to Article 12.2(a).

12.3 For all teachers in the former Inverness District School Board Region who were hired prior to January 1, 1999, the award shall be calculated as follows:

The Service Award/Death Benefit shall be calculated at the rate of zero decimal six percent (0.6%) for each year of service with the Board multiplied by the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board;

12.4 For all teachers hired by the former Antigonish District School Board Region after January 13, 1989, for all teachers hired by the former Inverness District School Board Region after January 1, 1999, for all teachers employed by the former Richmond District School Board and the former Guysborough District School Board and for all other teachers hired by the Strait Regional School Board after January 1, 1996, the award shall be calculated as follows:

- (a) For at least ten (10) years of service with the Board, the sum of twenty-six hundred dollars (\$2,600.00); and
 - (b) For each additional year thereafter, the sum of two hundred sixty dollars (\$260.00) per year of service to a maximum of seventy-eight hundred dollars (\$7,800.00) upon completion of thirty (30) years of service.
- 12.5 A teacher shall be entitled to file with the Board, a written Designation of Beneficiary for the purpose of the payment of a Service Award/Death Benefit pursuant to a teacher who dies in the service of the Board.
- 12.6 The Service Award/Death Benefit shall be paid in one (1) lump sum or in equal monthly installments at the option of the teacher.
- 12.7 Notwithstanding the provisions of this article, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Pension Services Group for the purposes of purchasing past service, the lesser of:
 - (a) The full Service Award/Death Benefit available to the teacher; or
 - (b) The actual amount required by the Pension Fund for the purchase of past service.
- 12.8 The following conditions must be met before funds shall be released pursuant to Article 12.7:
 - (a) The teacher has resigned his/her position;
 - (b) The teacher requests the Board, in writing, to release the funds; and
 - (c) The teacher files with the Board, a letter from the Pension Services Group stating the amount of funds required to purchase the past service.
- 12.9 Service Award/Death Benefits shall be due and payable immediately after the necessary documentation is supplied.

THIS AGREEMENT ADDENDUM made in triplicate this ____ day of 2000, A.D.

BETWEEN

The STRAIT REGIONAL SCHOOL BOARD, a. School Board established under the provisions of the Education Act, hereinafter called the "BOARD"

party of the first part

AND

The NOVA SCOTIA TEACHERS UNION, a body corporate, pursuant to Chapter 109, S.N.S., 1968, the Teaching Profession Act, hereinafter called the "UNION"

party of the second part

WHEREAS on the 28th day of April, 1999, A.D. the parties hereto entered into an Agreement in writing containing certain terms and conditions of employment affecting employees covered by the said Agreement.

AND WHEREAS both of the parties are desirous of amending the said Agreement in the manner hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH that it is agreed between the parties hereto as follows:

To amend Article 12, Service Award/Death Benefit as follows:

- 12.1 A Service Award/Death Benefit shall be paid to a teacher who has been employed by the Board for ten (10) or more consecutive years and ceases employment with the Board or dies in the service of the Board. (Years of Service with the Strait Regional School Board shall include years, accumulated with, and credited by the preceding District School Boards)
- 12.2 For all teachers in the former Antigonish District School Board who were hired prior to January 13, 1989, the award shall be calculated as follows:
- (a) For at least ten (10) years of service with the Board, nine percent (9%) of the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board;
 - (b) For at least fifteen (15) years of service with the Board, fourteen percent (14%) of the salary pursuant to Article 12.2(a);
 - (c) For at least twenty (20) years of service with the Board, nineteen percent (19%) of the salary pursuant to Article 12.2(a); and

- (d) For at least twenty-five (25) years of service with the Board, twenty-three percent (23%) of the salary pursuant to Article 12.2(a);

- 12.3 For all teachers employed by the former Inverness District School Board prior to July 31, 1996 and for all teachers hired and assigned by the Strait Regional School Board to the former Inverness District School Board geographic region between, August 1, 1996 and January 1, 1999, the award shall be calculated as follows:

The Service Award/Death Benefit shall be calculated at the rate of zero decimal six percent (0.6%) for each year of service with the Board multiplied by the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board; the number of years to be used in calculation shall not exceed thirty-five (35).

- 12.4 For all other teachers including:

- (i) all teachers hired by the Antigonish District School Board after January 13, 1989;
- (ii) all teachers employed by the former Richmond District School Board,
- (iii) all teachers employed by the former Guysborough District School Board,
- (iv) all teachers hired by the Strait Regional School Board after August 1, 1996 and assigned to any of the former District School Boards of Antigonish, Richmond and Guysborough,
- (v) all other teachers hired by the Strait Regional School Board after January 1, 1999.

The award shall be calculated as follows:

- (a) For at least ten (10) years of service with the Board, the sum of twenty-six hundred dollars (\$2,600.00); and
- (b) For each additional year thereafter, the sum of two hundred sixty dollars (\$260.00) per year of service to a maximum of seventy-eight hundred dollars (\$7,800.00) upon completion of thirty (30) years of service.

- 12.5 A teacher shall be entitled to file with the Board, a written Designation of Beneficiary for the purpose of the payment of a Service Award/Death Benefit pursuant to a teacher who dies in the service of the Board.

- 12.6 The Service Award/Death Benefit shall be paid in one (1) lump sum or in equal monthly instalments at the option of the teacher.

- 12.7 Notwithstanding the provisions of this article, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Pension Services Group for the purposes of purchasing past service, the lesser of:

- (a) The full service Award/Death Benefit available to the teacher; or
- (b) The actual amount required by the pension Fund for the purchase of past service.

- 12.8 The following conditions must be met before funds shall be released pursuant to Article 12.7:

- (a) The teacher has resigned his/her position;

- (b) The teacher requests the Board, in writing, to release the funds; and
- (c) The teacher files with the Board, a letter from the Pension Services Group stating the amount of funds required to purchase the past service.

12.9 Service Award/Death Benefits shall be due and payable immediately after the necessary documentation is supplied.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their successors.

IN WITNESS WHEREOF the parties hereto execute this Agreement as of the date and year first written above.

SIGNED, SEALED AND DELIVERED in the presence of:

**SERVICE AWARD/DEATH BENEFIT
ARTICLES IN FORMER ANTIGONISH, GUYSBOROUGH, INVERNESS
AND RICHMOND DISTRICT SCHOOL BOARDS**

Former Antigonish District School Board:

- 14.01 When a teacher in the employ of the Board goes into retirement in accordance with The Teachers' Pension Act, or when a teacher dies in the service of the Board, a service award/death benefit shall be paid to the teacher, in the first instance, and to the deceased's estate, in the latter instance.
- 14.02. For all teachers employed by the Antigonish District School Board on or before the 13th day of January, 1989, a service award/death benefit shall be paid in accordance with the following schedule:
- (i) for at least ten (10) years of service with the Board, nine percent (9%) of the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board;
 - (ii) for at least fifteen (15) years of service with the Board, fourteen percent (14%) of the salary pursuant to 14.02(i);
 - (iii) for at least twenty (20) years of service with the Board, nineteen percent (19%) of the salary pursuant to 14.02(i);
 - (iv) for at least twenty-five (25) years of service with the Board, twenty-three percent (23%) of the salary pursuant to 14.02(i).
- 14.03. For all teachers employed by the Antigonish District School hired after January 13, 1989, a Service Award/Death Benefit shall be paid in accordance with the following schedule:
- (i) for at least ten (10) years of service with the Board, the sum of twenty-six hundred dollars (\$2600.00);
 - (ii) for each additional year thereafter, the sum of two hundred sixty dollars (\$260.00) per year of service to a maximum of seventy-eight hundred dollars (\$7800.00) upon completion of thirty (30) years of service.
- 14.04. Years of service pursuant to 14.02 and 14.03 shall be total years determined by dividing the total days of service under contract with the Board by one hundred ninety-five (195).
- 14.05. In calculating the period of employment for the payment of a Service Award/Death Benefit under the provisions of 14.02 herein, a teacher employed by the Board of Trustees, Antigonish Regional High School shall receive credit for teaching service in the employ of either the Board of School Commissioners for the Town of Antigonish or the Municipal School Board of the County of Antigonish prior to employment by the said Board of Trustees.
- 14.06. The retirement award shall become due and payable on January 1st in the year following retirement.
- 14.07. The death benefits shall be due and payable immediately after the necessary documentation is supplied to the Board.

Former Guysborough County District School Board:

- 14.01. All teachers who upon retiring or leaving the employ of the Board and who have served the Board for a minimum of fifteen (15) consecutive years, will receive a service award/death benefit.
- 14.02. The service award/death benefit shall be calculated in 1989 at a rate of ninety dollars (\$90) and in 1990 at a rate of one hundred dollars (\$100) for each year of service with the Board.
- 14.03. When a teacher who is eligible for a service award/death benefit dies in the service of the Board, the service award/death benefit shall be paid to the estate of the teacher concerned.
- 14.04. Notwithstanding 14.03, a teacher shall be entitled to file with the Board, a written designation of beneficiary for the purpose of the payment of a service award/death benefit pursuant to a teacher who dies in the service of the Board.
- 14.05. Notwithstanding the provisions of this article, the Board shall forward, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Commission for the purpose of purchasing past service the lesser of:
 - (i) the full service award/death benefit available to the teacher;
 - (ii) the actual amount required by the Pension Fund for the purchase of the past service.
- 14.06. The following conditions must be met before funds shall be released pursuant to 14.05:
 - (i) the teacher has resigned his/her position on or before July 31, 1988;
 - (ii) the teacher, on or before November 30 of the year in which he/she intends to retire, requests in writing that the Board release the funds;
 - (iii) the teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
 - (iv) the teacher files with the Board, the required Revenue Canada Taxation form (TD 2) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable to the Minister of Finance and forwarded to the Nova Scotia Teachers' Pension Commission.
- 14.07. Notwithstanding 14.02, the number of years of service to be used in calculation shall not exceed thirty-five (35).

Former Inverness District School Board:

- 15.01. A service award/death benefit shall be paid to a teacher who has been employed by the Board for ten (10) or more consecutive years.
- 15.02. A service award/death benefit shall be paid to a teacher when he/she ceases employment with the Board or dies in the service of the Board.
- 15.03. The service award/death benefit shall be calculated at the rate of zero decimal six percent (0.6%) for each year of service with the Board multiplied by the annual rate of salary applicable to the teacher according to certificate and experience on the last day of employment with the Board.

- 15.04. Notwithstanding 15.03, the number of years of service to be used in calculation shall not exceed thirty-five (35).
- 15.05. This service award/death benefit may be paid in one (1) lump sum or by instalments. The benefit must be paid in full within one (1) year of termination of service. The method of payment shall be by mutual agreement between the teacher and the Board.
- 15.06. Notwithstanding 15.05, a teacher shall be entitled to file with the Board, a written designation of beneficiary for the purpose of the payment of a service award/death benefit to a teacher who dies in the service of the Board.
- 15.07. Notwithstanding 15.02, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service the lesser of:
- (i) the full service award/death benefit available to the teacher;
 - (ii) the actual amount required by the pension fund for the purchase of the past service.
- 15.08. The following conditions must be met before funds shall be released pursuant to 15.07:
- (i) the teacher has resigned his/her position;
 - (ii) the teacher requests the Board, in writing, to release the funds;
 - (iii) the teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service;
 - (iv) the teacher files with the Board, the required Revenue Canada Taxation form (TD2) to effect the transfer;
 - (v) the cheque releasing the funds shall be made payable to the Nova Scotia Teachers' Pension Commission.

Former Richmond District School Board:

- 17.01 The Board shall pay a service award/death benefit to a teacher who has been in the employ of the Board for at least fifteen (15) years and who, upon retirement, is eligible for a service pension, a deferred service pension, or a Nova Scotia Disability Pension, or who dies in the service of the Board.
- 17.02 The service award/death benefit shall be calculated by multiplying the number of years of service with the Board by sixty dollars (\$60.00).
- 17.03 Notwithstanding 17.02, effective January 1, 1987, the maximum number of years to be used in calculating each service award/death benefit shall be thirty-five (35) years.
- 17.04 The service award/death benefit shall be paid in one (1) lump sum or in equal monthly instalments at the option of the teacher.
- 17.05 Notwithstanding the provisions of this article, a teacher shall be entitled to file with the Board, a written designation of beneficiary for the purpose of the payment of a service award/death benefit to a teacher who dies in the service of the Board.

- 17.06 In the event the teacher dies in the service of the Board, the service award/death benefit shall be paid to the beneficiary or to the estate of the teacher.
- 17.07 Notwithstanding the provisions of this article, the Board shall advance, at least thirty (30) days prior to the effective date of the teacher's resignation, to the Nova Scotia Teachers' Pension Fund for the purposes of purchasing past service, the lesser of:
- (i) the full service award/death benefit available to the teacher;
 - (ii) the actual amount required by the Pension Fund for the purchase of past service.
- 17.08 The following conditions must be met before funds shall be released pursuant to 17.07:
- (i) the teacher has resigned his/her position;
 - (ii) the teacher requests the Board, in writing, to release the funds;
 - (iii) the teacher files with the Board, a letter from the Nova Scotia Teachers' Pension Commission stating the amount of funds required to purchase the past service.

IN WITNESS WHEREOF the parties hereto execute this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

PROVINCE OF NOVA SCOTIA

D. Cochrane
Witness

Angus MacIsaac
Minister of Education

NOVA SCOTIA TEACHERS UNION

B. Kelloway
Witness

Brian Forbes
President

Bill Berryman

Wayne Noseworthy
Executive Director