

SERVICE AWARD

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

Permanent and probationary teachers
10 consecutive years

Two calculations:

1. Calculation #1: 35 Years
Up to July 31, 2000
Predecessor Professional Agreement + Service Award/Death Benefit LOA
Stated years of service or amount given to each teacher

- (a) Colchester East Hants
Old Agreement:
 - 1st 10 years - 3% for each year
 - 11 – 25 years - 2% for each year

Each year calculated individually

New Agreement: (majority)

- 11 – 20 years - 3% for each year
- 21 – 25 years - 2% for each year

- (b) Cumberland
 - (i) 26% of sick leave as numeration \div 195 = % x rate of salary
 - (ii) 1% to maximum 26 years (majority)
- (c) Pictou
 - # of years x $\frac{1}{2}$ of 1% x annual salary

2. Calculation #2
August 1, 2000 – present
of years x 1% x annual salary

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.

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

2.03 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.

2.04 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.

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

- 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:

2.13 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.

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.

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.

APPENDIX A

SERVICE AWARDS

This Appendix A includes:

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.

Cumberland District School Board

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

Pictou District School Board

Service Award - Article 14 (Pictou District School Board) taken from the Agreement dated June 29, 1991.

Under Colchester-East Hants Agreement dated May 15, 1989

ARTICLE 14 SERVICE AWARD/DEATH BENEFIT

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.

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

former Colchester-East Hants Agreement dated May 15, 1989

LETTER OF UNDERSTANDING
RE: SERVICE AWARDS

HEREAS:

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";

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";

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

- (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.

4.05 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).

4.07 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.

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.

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

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).

4.06 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.

4.07 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.

4.08 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.

4.09 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.