

NOVA SCOTIA PUBLIC SERVICE LONG TERM DISABILITY PLAN
TRUST AGREEMENT

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THIS AGREEMENT AND DECLARATION OF TRUST made the 1st day of May 1985, amended the 10th day of November 2004, and amended the 6th day of March 2012 and further amended this 1st day of June 2025
BETWEEN:

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
("the Union")**

-and-

**HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF NOVA
SCOTIA AS REPRESENTED BY THE PUBLIC SERVICE COMMISSION
("the Province")**

The Union and the Province (collectively, the "Parties", individually, "Party") entered into a collective agreement providing for the establishment of a Long Term Disability Plan;

AND the Plan has been operating since the 1st day of May 1985;

AND the Parties are desirous of revising the Agreement and Declaration of Trust to assist the Parties in the administration of the Fund, to ensure consistency with actual practice and intent of the Parties, and to ensure compliance with the requirements and limitations of applicable law, including the Income Tax Act (Canada);

AND the Parties deem it advisable to continue to administer the Trust Fund through a Board of Trustees to ensure that the purpose and objectives of the Fund are carried out;

AND WHEREAS the Parties desire to ensure the early return of Employees to the workplace through rehabilitation programs;

IN CONSIDERATION of the promises and mutual covenants in this Agreement, the Parties agree to the provisions set forth.

ARTICLE 1 – RECITAL

- 1.01 The Parties hereto acknowledge and agree that the recitals contained herein are true in substance and in fact.

ARTICLE 2 - GENERAL INTERPRETATION

- 2.01
- (a) Whenever power is given to any person, officer, or functionary to do an act or thing, all such power shall be understood to be also given as is necessary to enable such person, officer, or functionary to enforce the doing of such an act or thing.
 - (b) Unless otherwise provided herein, when any act or thing is required to be done by more than two (2) persons, a majority of them may do it.
 - (c) Whenever forms are prescribed, slight deviations therefrom not affecting the substance in any way will not invalidate the said forms.
 - (d) The power to make rules, regulations and by-laws shall be construed as including the power to enforce, rescind, revoke, amend or vary the rules, regulations, or by-laws.
 - (e) Wherever the singular is used throughout the Agreement the same shall be construed as meaning the plural or a body corporate or body politic where the context or the Parties so requires.
 - (f) Words authorizing the appointment of any employee, agent, officer, or functionary include the power of removing or suspending them, reappointing or reinstating them, or appointing another in their stead at the discretion of the authority in whom the power of appointment is vested.
 - (g) Should any provision of this Agreement or the Plan, the rules and regulations made pursuant to same, be deemed to be unlawful and invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this Agreement, the Plan, or the said rules and regulations and shall be deemed severable. Such finding shall not adversely affect the validity of the remainder of this Agreement, the Plan, or the said rules and regulations unless such illegality or invalidity shall make the functioning of the Trust Fund and the Plan impossible or impractical and, in such event, the Parties shall immediately adopt a new provision to take the place of the illegal or invalid provision so as to permit the Plan to continue.
 - (h) The headings used herein are for ease of reference only and shall not be deemed to form part of this Agreement.

- (i) All questions pertaining to validity, construction and administration of this Agreement and the Plan shall be determined in accordance with the laws of the Province of Nova Scotia.

ARTICLE 3 - DEFINITIONS

- 3.01 The definitions as stated in this Article shall apply to this Agreement, to any by-laws and regulations adopted, to any plan of benefits adopted by the Trustees, to any agreements with any Investment Manager, financial institution or other organization providing services to the Trust Fund, except as may otherwise specifically be provided.
- (a) "Actuary" means either a person appointed by the Trustees, who is a Fellow of the Canadian Institute of Actuaries or a firm that employs one (1) or more such Fellows.
 - (b) "Administrator" or "Plan Administrator" means the professional Administrator appointed by the Trustees to provide claims and other administrative services.
 - (c) "Agreement" means this Trust Agreement and any amendments made from time to time.
 - (d) "Auditor" means such person, firm or corporation as may, from time to time, be appointed by the Trustees as auditor of the Trust Fund, provided that such person, or at least one (1) principal of such firm or corporation, is a Chartered Public Accountant licensed to practice as such in the Province of Nova Scotia.
 - (e) "Benefit" or "Benefits" means long term disability benefits established by the Parties and Rehabilitation Expenses established by the Trustees, and as administered by the Trustees and outlined in the Plan text by the Trustees, as may be amended from time to time.
 - (f) "Chair" means the individual appointed pursuant to Article 9.02 (c) from time to time. Any reference to Trustee herein shall include the Chair, except with respect to voting and as otherwise indicated.
 - (g) "Chief Executive Officer" or "CEO" means the person appointed by the Trustees pursuant to Article 10.03 of this Agreement to oversee the operation and administration of the Trust Fund and the Plan, upon direction of the Board of Trustees.
 - (h) "Contributions" means sums of money paid or payable to the Fund by an Employer or an Employee in the manner and in such amounts as may be required from time to time in accordance with this Agreement or the terms of the Plan.
 - (i) "Custodian" means any person, firm or corporation as may from time to time be appointed by the Trustees for the purpose, among other things, of the holding for safekeeping and reporting of all assets and investments made by and for the Trust Fund.

- (j) "Employee" is a beneficiary of the Plan and shall have the same meaning as set out in the Plan and shall include employees of an Employer who are eligible for coverage under the Plan.
- (k) "Employer" means Public Service Employers and other private Employers, approved by the Trustees and the Parties for participation pursuant to a signed Participation Agreement, as set out in Appendix B. For greater certainty, each of the Province, the Union, and the Trust Fund itself, is an Employer hereunder with respect to their Employees for all purposes of the Plan and Agreement.
- (l) "Employer Trustees" means the Trustees appointed by the Province and who have signed an Acceptance of Trusteeship.
- (m) "Fund", "Trust Fund" or "Trust" means all of the assets of the Nova Scotia Public Service Long Term Disability Plan Trust Fund consolidated with all funds and assets received from time to time by way of Contributions, together with all increments, earnings and gains accruing thereon and held by the Trustees for the benefit of Employees pursuant to this Agreement.
- (n) "Funding Policy" means the funding policy for the Nova Scotia Public Service Long Term Disability Plan Trust Fund, as established, and amended from time to time by the Trustees and as administered by the Trustees for the purposes of the Trust Fund. The Funding Policy shall include information and guidance on various aspects of the funding of the Trust Fund and the Plan, including, but not limited to funding objectives, management of risk and funding volatility, deficit recovery plan, funding excess utilization plan, treatment of the Trust Fund and the Plan expenses, actuarial valuation frequency, selection of methods and assumptions and reporting.
- (o) "Investment Manager" means any persons, firms or corporations appointed by the Trustees pursuant to Article 10.12 herein to invest assets of the Trust Fund under terms and conditions determined by the Trustees in accordance with the Investment Policy as established by the Trustees.
- (p) "Investment Policy" means the investment policy for the Trust Fund as established and amended from time to time by the Trustees and as administered by the Trustees for the purposes of the Trust Fund.
- (q) "Participation Agreement" means an agreement in writing between the Trustees and an Employer pursuant to Article 7.02.
- (r) "Plan" means the Nova Scotia Public Service Long Term Disability Plan, as determined by the Parties and the rules established for the provision of the same by the Trustees as amended from time to time.

- (s) "Public Service Employer" means a Government Reporting Entity pursuant to the Finance Act, SNS 2010, c. 2 (as amended from time to time), a municipality as defined by the Municipal Government Act, SNS 1998, c. 18 (as amended from time to time), the Union and the Trust Fund itself.
- (t) "Rehabilitation Expenses" means expenses associated with a rehabilitation program under the Plan, pursuant to criteria established by Trustees for this purpose from time to time in their sole discretion.
- (u) "Trustees", "Board of Trustees" or "Board" means the Trustees collectively, who were appointed to serve as Trustees pursuant to Article 9.02 herein and shall include their successors.
- (v) "Union" means the Nova Scotia Government and General Employees Union.
- (w) "Union Trustees" means the Trustees appointed by the Union who have signed an Acceptance of Trusteeship.

ARTICLE 4 - PURPOSE AND CONTINUATION OF THE TRUST FUND

- 4.01 The Nova Scotia Public Service Long Term Disability Plan Trust Fund established on the 1st day of May 1985 is hereby continued, as amended, and restated in its entirety by this Agreement. The powers, rights, duties, responsibilities, and obligations of the Parties are limited to those expressly set out in this Agreement.
- 4.02 The Trust Fund was established and is continued for the purpose of providing Benefits and the payment of the reasonable expenses of the administration and investment of the Plan and Trust Fund in accordance with the terms of this Agreement.
- 4.03 The title to all assets of the Trust Fund shall be jointly vested in and remain exclusively with the Trustees.
- 4.04 The Trustees shall jointly hold property, enter into contracts and act in all matters on behalf of the Trust Fund, subject to the provisions of this Agreement.
- 4.05 The Trustees shall administer the Trust Fund for the purpose of providing Benefits, and to assist in the recovery and return to work of beneficiaries, in accordance with the terms of this Agreement and the Plan.
- 4.06 Neither the Parties, nor any Employer, Employee, Trustee nor any other person, association, firm, or corporation shall have any right, title, or interest in, or to the assets of the Trust Fund except as specifically provided by the Plan and this Agreement.
- 4.07 Each of the Parties shall, upon reasonable written request to do so, make, do, execute, and deliver, or cause to be made, done, executed, and delivered, all such further acts, deeds, assurances, things, and written instruments as may be necessary for more effectively implementing and carrying out the intent of this Agreement.

ARTICLE 5 - LIABILITY

- 5.01 The Parties and the Employers shall have only those responsibilities with respect to the Trust Fund as are specifically set out in this Agreement or as imposed by applicable legislation or otherwise by operation of law.
- 5.02 Neither the Parties, nor the Employers shall in any way be liable with respect to any of the acts, omissions, or obligations of the Trustees, individually or collectively.
- 5.03 For greater certainty, neither the Parties nor the Employers shall in any way be responsible, directly, or indirectly, for the actions of Trustees whether such actions are in violation of their fiduciary duties or in violation of this Agreement.
- 5.04 Neither the Parties, nor the Employers, nor any Employee, or beneficiary of any of them, shall be liable or responsible for any debts, liabilities, or obligations of the Trustees, except as set out in this Agreement, the Plan, or a Participation Agreement.
- 5.05 The Trustees, by accepting the trust continued by this Agreement, recognize they are acting without any financial or other protection from the Parties, and the Employers, except as provided pursuant to Article 11 and Article 14.
- 5.06 The Trust Fund shall defend and indemnify the Parties and the Employers and each of their directors, officers, and employees (except those who serve as Trustees, who shall be protected as set out in Article 11) and save them harmless from any action, cause of action or any liability howsoever caused for any matter arising out of any act or omission by the Trustees, or any of them, or in respect of any act or omission by the Parties, or any of them in the exercise of the duties and powers of Parties under this Agreement.
- 5.07 This indemnity shall be paid from the Trust Fund, and any such payment shall be authorized by the Trustees upon presentation of a resolution of the Trustees or upon presentation of any judgment by any court of competent jurisdiction after the exhaustion of all appeals.
- 5.08 The Trustees shall have the exclusive responsibility to appoint and instruct legal counsel in respect of any claim brought against the persons or entities protected by this Article and shall pay all legal costs and disbursements on a solicitor client basis.

ARTICLE 6 - AMENDMENT OF THE PLAN AND TRUST AGREEMENT

- 6.01 The Plan shall be operated and administered by the Trustees appointed pursuant to this Agreement and subject to the limitations and conditions of this Agreement.
- 6.02 The Trustees may, at their own initiative, make recommendations to the Parties on amendments to this Agreement or the Plan, and from time to time, shall review this Agreement and the Plan for the purpose of recommending amendments to this Agreement or the Plan.
- 6.03 If the Parties agree, the Parties shall provide written direction to the Trustees and the CEO to adopt the amendment to the Agreement or Plan, and the Trustees shall adopt and record the amendment.
- 6.04 The Parties may amend any provision of this Agreement or the Plan, and in doing so, fix the effective date of any amendment, provided however that no amendment may result in the Plan or Fund not remaining in compliance with applicable legislation.

ARTICLE 7 - PARTICIPATING EMPLOYERS AND OBLIGATIONS

- 7.01 The Trustees may approve the participation of an employer in the Plan who satisfies the definition of Employer in Article 3.01 (k). Notwithstanding the foregoing and for greater certainty, the addition of any new employer as an Employer in the Plan, other than a Public Service Employer, is subject to the approval of the Parties in every case.
- 7.02 **Participation Agreement**
Each Employer shall execute a Participation Agreement in a form acceptable to the Trustees. The Trustees may agree to alternative forms of Participation Agreements reflecting the different financial relationships between the Trustees and the Employers. Standard forms of Participation Agreements are attached as Appendix B.
- 7.03 The Trustees shall require the Employer to sign a Participation Agreement, or such other written agreement, arrangement, or practice as is acceptable to the Trustees before accepting Employees as members of the Plan.
- 7.04 The Participation Agreement shall incorporate the terms of this Agreement by reference, and by signing, the Employer agrees to be bound by the terms of this Agreement and the Plan and to make Contributions to the Trust Fund.
- 7.05 The Trustees shall have the right to terminate the participation of an Employer, other than a Party, if the Trustees determine that such termination is in the best interests of the Trust Fund and the Plan. The Trustees shall notify the Parties to this Agreement of any Employer terminations. Upon the termination of an Employer, the Trustees shall have the right and authority, in their sole discretion, to conduct a full and final audit and accounting with respect to the termination, and to settle, terminate, adjust or in any way administer or manage the Benefits of affected Employees and the obligations of affected Employers. Any costs associated with the termination of an Employer, whether by the Employer or Trustees, shall be the sole responsibility of the affected Employer as determined by the Trustees.

ARTICLE 8 - COLLECTION OF CONTRIBUTIONS

- 8.01 The Trustees shall require the Employers to make the Employer Contributions required by this Article, and to collect and remit to the Trustees the Employee Contributions required by this Article.
- 8.02 An Employer shall deduct from the wages of an Employee in their employ, or otherwise obtain from the Employee, the amount of Employee Contributions that the Employee is required by the Trustees to make, and shall remit such Employee Contributions to the Trustees from and after the date of the Employer's participation in the Plan as set out in its Participation Agreement. Employee Contributions are deemed to be held in trust by the Employer until remitted.
- 8.03 **Rate of Contributions**
The rate of Contributions and the prescribed payment frequency period shall be determined from time to time by the Trustees in their absolute discretion.
- 8.04 **Collection of Contributions**
All Contributions to the Trust Fund shall be payable by the Employer to the Trustees of the Trust Fund and shall be paid in a manner and form as determined by the Trustees. On terms set out in the Employer's Participation Agreement, the Trustees may request the Employer to make necessary reports as determined by the Trustees from time to time and the Employer shall comply with that request.
- 8.05 The Employer is responsible for collection and remittance of all Employer and Employee Contributions under the Plan as they relate to its participation in the Plan. Non-payment by an Employer of any Contribution when due shall not relieve that Employer of its obligation to make such payment. The Employer's absolute obligation to make Contributions to the Plan shall not be subject to any set-off or counterclaim that an Employer may have for any liability of any beneficiary of the Trust Fund.
- 8.06 The Trustees shall ensure that the Contributions are received in a timely fashion and ensure that the necessary steps are undertaken to enforce the collection of delinquent Contributions.

ARTICLE 9 - TRUSTEES

9.01 The administration of the Trust Fund and the Plan shall be the responsibility of the Trustees, and the Trustees are given the authorization and power to do so, subject to the limitations and conditions contained in this Agreement. Each Trustee shall exercise the care, diligence, and skill that a person of ordinary prudence would demonstrate in managing the property of another person.

9.02 The Trustees shall be 11 in number:

- (a) five (5) Trustees shall be appointed by the Union, one (1) of whom shall be a representative of the Canadian Union of Public Employees;
- (b) five (5) Trustees shall be appointed by the Province, one (1) of whom shall be a representative of the Nova Scotia Health Authority or other participating employer;
- (c) an independent Chair shall be jointly appointed by the Union and the Province.

9.03 **Qualification of Trustees**

Trustees shall meet the following requirements and complete the Acceptance of Trusteeship attached as Appendix A:

- (a) be an individual;
- (b) be a resident of Canada;
- (c) be at least 19 years of age;
- (d) not be subject to an order pursuant to the Adult Capacity and Decision-Making Act, or similar statute in another Canadian jurisdiction;
- (e) not have a criminal record of a nature that would reflect negatively on the reputation of the Trust, as determined by the appointing Party; and
- (f) not be an undischarged bankrupt.

9.04 **Acceptance of Trusteeship**

Each Trustee must consent to act as a Trustee, agree to accept the Trusteeship, to act strictly in accordance with the provisions of this Agreement and to sign an Acceptance of Trusteeship in the form set forth in Appendix A attached upon their appointment as Trustee and file it with the CEO.

9.05 Term of Trustees

Trustees shall serve for terms ending on the anniversary of their acceptance of Trusteeship and may be reappointed. Each Trustee shall continue to serve until the end of their term, death, incapacity, resignation, or removal, as provided in this Agreement.

9.06 Each Trustee shall serve an initial term of three (3) years and shall be entitled to serve additional three (3) year terms at the complete discretion of the Party that appointed the Trustee.

9.07 If an individual is appointed as a successor Trustee pursuant to this Agreement, their initial term shall be for the balance of what would have been the remainder of the term of the Trustee whose death, incapacity, resignation, or removal from office necessitated the appointment of that Trustee.

9.08 The Parties appoint the Chair for a three (3)-year term, subject to a maximum of two (2) terms unless extended by the mutual agreement of the Parties. The appointment may be terminated by mutual agreement of the Parties or the Chair with 90 days' written notice.

9.09 In the event of the incapacity or resignation of a Trustee, such Trustee shall be fully discharged from all future duties and responsibilities in respect of this Trust Agreement and shall be deemed to have resigned upon written notice being received from them, or an agent acting on their behalf, to the Party who named the Trustee. Such notice is also to be copied to the office of the Trust Fund and to other appropriate persons. The notice shall state the date of such incapacity or resignation and shall be effective as of that date. A resignation shall not be effective prior to the date of issuance of the notice.

9.10 In the event of the inability, refusal, or incapacity of a Trustee to act as a Trustee, the remaining Trustees shall possess and may exercise any and all powers of such Trustee for a reasonable time pending the return of the Trustee, or until the assumption of their powers, duties and obligations of their successor.

- 9.11 Removal of Trustee**
Any Party having authority to appoint a Trustee may remove any Trustee appointed by it or them at any time for any reason. Such removal may be with or without cause and in the absolute discretion of the Party which appointed the Trustee. Upon removal of the Trustee, the Party must send written notice to the Trustee being removed and to the office of the Trust Fund. Such removed Trustee shall be deemed to no longer be a Trustee, effective as of the date the notice is delivered. The Party may also at the same time, or some time subsequent, send written notice to the CEO of the name of any replacement Trustee. In the event of the removal of a Trustee, such Trustee shall be fully discharged from all future duties and responsibilities upon written notice of removal being delivered to them or an agent acting on their behalf.
- 9.12** The Trustees shall terminate a Trustee who ceases to meet the Trustee qualification provisions in Article 9.03 or as otherwise required by Trustee policy.
- 9.13 Replacement of Trustee**
In the event that any Trustee shall die, become incapacitated, resign or be removed, a successor Trustee shall immediately be appointed.
- 9.14 Successor Trustee**
Any successor Trustee shall become vested with all the property, rights, powers, duties, and obligations of a Trustee immediately upon their appointment as a successor Trustee and upon their signing an Acceptance of Trusteeship and it being filed with the CEO. All the Trustees then in office as well as other appropriate persons shall be notified immediately by the CEO. No Trustee shall be responsible for any act or omission of the Trustees which occurred prior to the successor Trustee's appointment.
- 9.15 Delivery of Records**
Upon the term of a Trustee coming to an end (including the term ending as the result of death, incapacity, resignation, or removal as provided herein), the Trustee or their personal representative shall ensure all records are disposed of as per Trustee policy.

9.16 Conveyance of Property

Every person ceasing to be a Trustee is deemed to have conveyed, assigned, transferred or made over to the remaining Trustees upon such person's cessation date any or all the rights to and property of the Trust Fund, and will, if necessary, convey, assign, transfer and make over to the remaining Trustees upon the cessation date any or all the rights and property of the Trust Fund as the remaining Trustees may direct. Each Trustee, by signing this Agreement, or an Acceptance of Trusteeship, constitutes and appoints the remaining Trustees as their attorneys, to sign all documents and deeds in such Trustee's name as may be necessary to convey their legal interest in the rights to and property of the Trust Fund to the other Trustees upon the cessation date. Upon the appointment of a successor Trustee, the Trustees upon the effective date of such Acceptance of Trusteeship by a successor Trustee will be deemed to have conveyed, assigned, transferred or made over to the successor Trustee all the rights to and property of the Trust Fund and will sign all documents and deeds as may be necessary to convey a joint legal interest in the rights to and property of the Trust Fund to the successor Trustee.

9.17 Indemnity

Upon the term of a Trustee coming to an end (including the term ending as the result of death, incapacity, resignation, or removal as provided herein), and subject to Article 11.01 (b), the Trustee shall receive from each continuing Trustee or new Trustee an indemnity from liability.

9.18 Reimbursement of Trustees

Trustees shall not be entitled to any fee or payment, on account of their holding office, from the Trust Fund. A Trustee may be reimbursed from the Trust Fund for actual expenses incurred and in accordance with the relevant Trust policy.

9.19 Notwithstanding the foregoing, the Parties may establish the compensation to be paid from the Trust Fund for the Chair of the Board of Trustees.

9.20 For purposes of Article 9, each of the Canadian Union of Public Employees and the Nova Scotia Health Authority shall be deemed to have appointed a Trustee.

ARTICLE 10 - POWERS, DUTIES AND OBLIGATIONS OF TRUSTEES

10.01 Duty of Disclosure

The Trustees shall have the duty to report to the Parties regularly and openly on all matters which arise with respect to the operation of the Trust Fund and the Plan. The Trustees shall not, however, be required to report on matters which concern entitlement to individual benefits by a specific beneficiary.

10.02 Property and Assistance

The Trustees are authorized and empowered to lease or purchase such lands, premises, materials, supplies, and equipment, and to retain and employ such services or persons as they, in their discretion, deem necessary or appropriate for the performance of their duties, and to pay the cost thereof out of the Trust Fund.

10.03 CEO

The Trustees may appoint a CEO to oversee the operation and administration of the Trust Fund and the Plan, and may, with or without cause, remove the CEO and appoint a successor.

10.04 Declaration of Interest

In the event that a Trustee finds themselves in a position where they will personally benefit directly or indirectly from the Trust Fund, the Trustee shall declare the nature and extent of such benefit immediately upon becoming aware of it and shall not participate in any decisions affecting the matter and shall leave the meeting. A Trustee's entitlement to a Benefit from the Plan does not constitute a conflict of interest for a Trustee.

10.05 Trust Fund Responsible for Costs

The Trust Fund shall be responsible for all reasonable costs of the administration and operation of the Agreement, the Plan, and the Trust Fund.

10.06 No Handling of Trust Fund Monies

It is expressly understood and agreed that notwithstanding anything contained in the Agreement to the contrary, no Trustee shall, except where acting as a Trustee and in concert with other Trustees, receive or otherwise have control over any of the monies, assets or property, which at any time form part of the Trust Fund. For greater certainty, this does not prohibit payment of expenses or other remuneration approved pursuant to this Agreement.

10.07 Construction of Agreement

The Trustees shall have the power to construe the provisions of this Agreement, any plans promulgated under this Agreement including the Plan, any policies enacted pursuant to the Plan, and Participation Agreements and any of the terms contained in same. Any construction adopted by the Trustees in good faith shall be binding upon the Parties, the Employers, Employees, and their families, dependents, beneficiaries, and legal representatives.

10.08 General Duties and Powers

The Trustees shall have the duty and responsibility to ensure that the Trust Fund operates so that the purpose of the Trust Fund as defined in Article 4.02 is achieved.

10.09 Without limiting the generality of the powers provided in the Plan and elsewhere in this Agreement, the Trustees shall have the following powers:

- (a) to administer the Trust Fund so as to ensure that the Trust Fund is used for the purpose of providing Benefits as set out in the Plan. The terms of this Agreement and the Plan shall be construed and administered so as to comply with the requirements to maintain the Trust's declared taxation status under the Income Tax Act (Canada), as may be amended from time to time. Any term of this Agreement or the Plan that would otherwise be inconsistent with the requirements of such provisions shall be modified to the extent necessary to comply with such requirements;
- (b) to hire such counsel, instructors, directors, educators, and other such assistance, professional or otherwise, as may be required for the performance of their duties and to ensure the fulfillment of the objectives of the Trust Fund;
- (c) to enter into any and all contracts and agreements, either with private individuals, corporations, government agencies or unions, as may be required for the performance of their duties and to ensure the fulfillment of the objectives of the Trust Fund;
- (d) to collect, compromise, settle, submit to arbitration and release claims or demands in favour of or against the Trust Fund, and to institute and defend proceedings at law on such terms and conditions as the Trustees may deem advisable;
- (e) to establish and accumulate as part of the Trust Fund a sum of money adequate, in the opinion of the Trustees and subject to applicable legislation, to carry out the purposes of the Trust Fund and the Plan;

- (f) to pay out of the Trust Fund all real and personal property taxes, income taxes and any other taxes of any kind levied or assessed upon the Trustees (acting in their capacity as Trustees) or the Trust Fund, or any monies or securities forming part thereof;
- (g) to take any other action concerning the taxation of the Trust Fund, or any transactions relating thereto, including, without limitation, conducting inquiries into tax matters, obtaining rulings, opinions and similar material from taxation authorities, contesting the actions or determinations of taxing authorities and conducting objections, appeals, or litigation of any nature whatsoever;
- (h) to receive for the purposes of and on behalf of the Trust Fund, Contributions or payments from any source whatsoever to the extent permitted by law;
- (i) to appoint such agents, Custodians, Investment Managers, brokers, bankers and others as the Trustees consider necessary or desirable for the purposes of holding or investing the assets of the Trust Fund on such terms as the Trustees determine from time to time;
- (j) to authorize such persons in subparagraph (i) to invest, reinvest and divest the monies of the Trust Fund in accordance with the Investment Policy as adopted by the Trustees from time to time;
- (k) to obtain from Employees or other beneficiaries, Employers, former Employers, the Parties, government agency or any other regulatory body, employee representative bodies and associations, or any such person or organization, such information, or conduct audits to verify information, as may be necessary for the proper administration of the Trust Fund, as permitted by law and as may be set out in this Agreement, the Plan, or a Participation Agreement. Failure by any such party to provide information or cooperation reasonably required by the Trustees may lead to denial of eligibility or continuation of Benefits or participation in the Plan, as determined by the Trustees;
- (l) to interpret the Plan to determine all questions of the amount and extent of any Benefits;

- (m) to pay from the Trust Fund all reasonable and necessary expenses, costs and fees for collecting and verifying the Contributions and the investment and administration of the Trust Fund and Plan including, but not limited to, the expenses of employment of Actuaries, Administrators, Investment Managers, benefit and investment consultants, legal, accounting, audit, medical and other clinical experts, claims administration services, Rehabilitation Expenses including rehabilitation specialists, retirement counsellors, clerical assistance, leasing of premises or purchasing or leasing of materials, supplies and equipment, notwithstanding that such professional personnel or other personnel may have been or are employed by a Party or Employer. However, no Trustees shall be employed by the Trust Fund in any capacity;
- (n) to adopt an Investment Policy, and review and amend such Investment Policy in accordance with its terms and the discretion of the Trustees; the Investment Policy shall include information and guidance on various aspects of the investment of Trust Fund assets, including, but not limited to, funding objectives, management of risk and funding volatility, asset allocation targets and ranges and investment monitoring;
- (o) to adopt a Funding Policy, and review and amend such Funding Policy in accordance with its terms and the discretion of the Trustees;
- (p) to enter into agreements from time to time with any credit union, bank, trust company or other company to be the banker or one (1) of the bankers for the purposes of the Trust Fund and from time to time may revoke any such appointment. Any two (2) or more Trustees may be authorized in writing on behalf of the Trustees, or any person or persons appointed by the Trustees by resolution specifying the specific authorities of such individuals, to:
 - i. sign, endorse, make, draw or accept any cheques, promissory notes, bills of exchange or other negotiable instruments;
 - ii. receive from the banker and where applicable give receipts for all statements of accounts, cheques and other debit vouchers, unpaid and unaccepted bills of exchange and other negotiable instruments; and
 - iii. negotiate with, deposit with or transfer to the said banker any cheques, promissory notes, bills of exchange or other negotiable instruments and orders for the payment of money and for the said purpose to draw, make, sign, endorse all or any of the foregoing, and such signatures will be binding upon all the Trustees.
- (q) to authorize borrowings when necessary for the effective operation of the Fund, subject to applicable legislation;

- (r) to provide for training of Trustees at seminars, educational courses, through attendance at conferences, or such other events inside and outside of Canada, through the retention of independent trainers or means that the Trustees deem appropriate and beneficial to the beneficiaries as a whole;
- (s) to delegate any of their administrative powers or duties to any committee of the Trustees, or to any of their agents or employees, in such manner and subject to such terms and conditions as the Trustees may deem necessary or appropriate; provided that such agents or employees report to the Trustees as may be required by them;
- (t) to determine eligibility of employers who may wish to participate in the Plan in the future and to determine the conditions of such participation;
- (u) to utilize the reserve of the Fund for the purpose of keeping any Employee in benefit if the Employer fails to remit contributions in a manner determined by the Trustees where an Employer has not made contributions;
- (v) to authorize payments from the Trust Fund to Employees or other beneficiaries entitled to Benefits under the Plan, as permitted by law;
- (w) to adopt such policies, procedures, by-laws, rules or regulations, as they deem necessary for the carrying out of their duties, consistent with this Agreement, the Plan and with the requirements of applicable legislation;
- (x) to prescribe rules and procedures to be followed by Employees in the application for Benefits, for furnishing the verification of necessary evidence to establish entitlement to Benefits under the Plan, and further to provide the procedures and requirements to participate in rehabilitation programs;
- (y) to prescribe rules and procedures for any Employer to follow for purposes of determining and remitting Contributions to the Fund, including the ability to levy interest on outstanding Contributions and procedures to collect outstanding Contributions;
- (z) to provide Benefits in accordance with the Plan that are fully insured, partially insured or self-insured, as determined from time to time by the Trustees in their sole discretion and in accordance with the applicable Funding Policy and may make such arrangements and agreements, including insurance arrangements, on behalf of the Trust Fund with corporations, firms or persons to provide the Benefits required to be provided pursuant to the Plan and this Agreement from time to time;

- (aa) to sell, exchange, lease, grant any option, or otherwise alienate or dispose of any property of the Trust Fund for such consideration and upon such terms and conditions as they think fit and they may execute and deliver all deeds or other instruments to make good and sufficient title and to give full and valid discharges;
 - (bb) to hold in uninvested cash, without any liability for interest, such sums as they deem necessary or advisable for the reasonably current cash requirements of the Trust Fund;
 - (cc) to purchase and maintain any policy of insurance and apply any part of the Trust Fund towards the payment of any premium for the effecting or maintaining of any such policy. The Trustees may deal with any such policy in such a manner as they consider advisable. All monies and benefits under any such policy will constitute part of the capital of the Trust Fund;
 - (dd) to direct the payment of any Benefits under the Plan payable to an incapacitated beneficiary or minor, to the legal guardian or representative of such beneficiary whose receipt will be a sufficient discharge to the Trustees. The Trustees are not bound to see to the application of any Benefits so paid;
 - (ee) to the extent not already enumerated, all the powers under the Trustee Act R.S.N.S. 1989, as amended from time to time, except that the Trustees in investing the Trust Fund shall not be restricted to investments authorized by the Trustee Act; and
 - (ff) to indemnify from the Trust Fund any person employed by the Trust Fund, any former Trustee or other person in respect of any actual, contingent or prospective liability, including without limitation any tax liability, arising in respect of the Trust Fund or otherwise pursuant to this Agreement, except that no indemnity shall be payable from the Trust Fund in favour of any person with respect to any matter arising from that person's dishonesty or intentional misconduct.
- 10.10 The Trustees shall appoint an Actuary to advise the Trustees on the adequacy of the Trust Fund and the required level of Contributions under the Plan, and may, with or without cause, remove the Actuary and appoint a successor. The Actuary shall assume such duties and responsibilities as may be delegated by the Trustees.
- 10.11 The Trustees may appoint an Administrator and may, with or without cause, remove the Administrator and appoint a successor. The Administrator shall assume such duties and responsibilities as may be delegated to them by the Trustees.

- 10.12 The Trustees shall appoint one (1) or more Investment Managers to invest the monies in the Trust Fund in accordance with the Investment Policy and may, at any time, with or without cause, remove any Investment Manager and appoint a successor. The Investment Manager shall assume such duties and responsibilities as may be delegated by the Trustees.
- 10.13 The Trustees shall appoint an Auditor to audit the books and accounts of the Trust Fund at least annually and may, at any time, with or without cause, remove the Auditor and appoint a successor. The Auditor shall, in addition to performing an audit, assume such duties and responsibilities as may be delegated by the Trustees.
- 10.14 The Trustees shall appoint a Custodian to establish and maintain accounts for the Trust Fund and may, at any time, with or without cause, remove any Custodian and appoint a successor. The Custodian shall assume such duties and responsibilities as may be delegated by the Trustees.
- 10.15 **Other Assistance**
The Trustees may appoint such other persons as may be reasonably required to support the operation and administration of the Trust Fund and the Plan, and such persons shall operate under the direction of and report to the Board of Trustees.
- 10.16 The Trustees may employ such other clerical and other assistance to operate the Trust Fund effectively.
- 10.17 The Trustees shall have the authority to terminate such aforementioned persons with or without cause and appoint successors. The persons so appointed shall assume such duties and responsibilities as may be delegated by the Trustees.
- 10.18 **Committees**
The Trustees may establish such other standing and ad hoc committees as they consider necessary, or expedient from time to time, by way of a simple majority vote of the Trustees at any properly constituted meeting. Any such committee will have such powers as granted by the Trustees and which are consistent with this Agreement. The Chair is an ex officio member of all committees of the Trustees.

ARTICLE 11 - PROTECTION OF TRUSTEES

- 11.01 The Trustees, and any individual or successor Trustee shall:
- (a) not be personally liable for any liabilities or debts of the Fund contracted by them as Trustees, or for the non-fulfillment of contracts, or Benefits but the same shall be paid out of the Fund;
 - (b) not be personally liable for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of the Trust Fund prior to becoming a Trustee and following the term of a Trustee coming to an end (including the term ending as the result of death, incapacity, resignation or removal as provided herein); and have a first lien and charge against the Trust Fund for any liability of any kind which the Trustees or any of them incur, and the Trust Fund shall indemnify and save the Trustees harmless from any liability held by any court of competent jurisdiction including solicitor and client costs for the defence of litigation subject to limitation as expressed in this Article.
- 11.02 Notwithstanding the generality of Article 11, nothing shall exempt any Trustee from liability arising out of their own dishonesty or intentional misconduct or entitle such Trustee to indemnification for any amounts paid or incurred as a result, including the cost of litigation.
- 11.03 The Trustees and each individual Trustee shall not be liable for any error of judgment or loss arising out of any act or omission in the execution of their duties, nor shall any Trustee be personally liable for the error of judgment or loss arising out of any acts or omissions of any other Trustee or any employee, agent, or attorney of the Trustees.
- 11.04 No Trustee shall be liable or responsible for any act or default of any other Trustee, whether acting singly or jointly, unless such Trustee acted in collusion with such other Trustee in an intentional manner.
- 11.05 The Trustees shall be fully protected in acting upon any instrument, application, notice, request, certificate, or paper believed by them to be genuine and to be signed or presented by the proper person or persons and shall be under no duty to make any investigation or inquiry as to the statement contained in the writing but may accept same as conclusive evidence of the truth and accuracy of the statements herein contained.
- 11.06 Neither the Parties appointing a Trustee nor the Trustee's employer shall in any way be liable with respect to any of the acts, omissions, or obligations of the Trustee, individually or collectively.

- 11.07 If the Trustees are involved in any proceeding anticipated or commenced by any party against the Trustees for their actions as Trustees, the Trustees shall have the exclusive responsibility to appoint and instruct legal counsel in respect of any such proceeding, and shall pay all legal costs and disbursements on a solicitor client basis, provided that the Trustees, as a whole, conclude that the Trustee or Trustees did not act dishonestly or with intentional misconduct. In the event that a Trustee is found to have been liable for dishonesty or intentional misconduct by a court of competent jurisdiction, the Trustee shall reimburse the Trust Fund for any monies spent by the Trust Fund in defending the Trustee.

ARTICLE 12 - RECORD KEEPING AND EXECUTION OF DOCUMENTS

- 12.01 The Trustees shall keep true and accurate books of account and records of all their transactions, meetings and any action taken at such meetings or by informal action of the Trustees and such other data as may be necessary for the proper administration of the Trust Fund.
- 12.02 Such books, accounts and records shall be audited annually or more often by the Auditor selected and appointed by the Trustees. The report of the Auditor shall be addressed to the Trustees. Copies of such audit shall be available on the website of the Trust Fund within 60 days of receipt from the Auditor.
- 12.03 The Trustees shall prepare, execute, file, and retain records of all reports required by law, or deemed by them to be necessary or appropriate for the proper administration of the Trust Fund. The Trustees shall also maintain on a current basis all information necessary for the actuarial studies required to be made from time to time in connection with the Trust Fund.
- 12.04 The Trustees shall submit an annual report to the Parties within nine (9) months after the Trust's fiscal year, which shall include, but is not limited to the following:
- (a) membership profile;
 - (b) estimated actuarial funding balance;
 - (c) any major changes to service providers or the Plan text;
 - (d) investment performance report; and
 - (e) audited financial statements.
- 12.05 The fiscal year end of the Trust Fund shall be December 31.
- 12.06 The Trustees may authorize a Trustee, the Actuary, the CEO, the Plan Administrator, or any other person to execute a notice or instrument in writing on behalf of the Trustees.
- 12.07 Unless specifically authorized, all notices or other written instruments signed on behalf of the Trustees shall be signed by not fewer than two (2) Trustees, one (1) of whom shall be a Union Trustee and one (1) of whom shall be an Employer Trustee.

- 12.08 All conveyances, mortgages, discharges of mortgages, assignments of mortgages, transfers of stocks, debentures, bonds or other securities, agreements and other documents relating to the Trust Fund or any investment thereof required to be executed by the Trustees may be executed on behalf of the Trustees by the Investment Manager, the Actuary or such other person or persons, corporations or in such other manner as the Trustees may from time to time provide.
- 12.09 The name of the Trust Fund or the Plan may be used to designate the Trustees collectively and all instruments may be executed by or for the Trustees in such name.

ARTICLE 13 - DEPOSIT, WITHDRAWAL AND CO-MINGLING OF FUNDS

- 13.01 All monies received by the Trustees shall be deposited by them in accounts maintained in one (1) or more Canadian chartered banks, trust companies or credit unions as the Trustees may designate for that purpose. All financial transactions shall be signed by the persons authorized from time to time by policy approved by the Trustees.
- 13.02 Where the Trustees have procured one (1) or more individual or group insurance or annuity contracts or appointed an Investment Manager pursuant to the provisions of this Agreement, the Trustees may designate and authorize the insurance or annuity contract issuer or such Investment Manager to sign financial transactions upon such separate and specific bank, trust or insurance accounts as the Trustees may designate and establish for that purpose.
- 13.03 The Trustees are authorized to receive and co-mingle all Contributions and monies received by them.

ARTICLE 14 - BONDING AND INSURANCE

- 14.01 The Trustees, and any employees or appointees of the Trustees who are empowered and authorized to approve financial transactions as outlined above, may be bonded by a surety company in such amounts as may be determined by the Trustees. The cost of the bonds shall be paid by the Trust Fund.
- 14.02 The Trustees may insure against their errors, omissions or breaches of fiduciary duties, and the errors and omissions of service providers and all related parties, and may also insure against loss due to fire or other causes of all other properties of the Trust Fund, and such insurance premiums shall be paid by the Trust Fund.

ARTICLE 15 - MEETINGS OF TRUSTEES

- 15.01 The Trustees shall meet as frequently as they determine, but not fewer than four (4) times per year, at such time and place as determined by the Trustees. One (1) of the meetings aforementioned shall be the annual meeting and it shall be held not less than nine (9) months after the expiry of the fiscal year end of the Trust Fund.
- 15.02 A meeting may be called by the Chair or any five (5) Trustees. Notice of the meeting of the Trustees may be waived if the waiver is signed by all Trustees. The CEO shall forward to the Trustees, with the notice of the meeting, an agenda of all business to be dealt with at the meeting, and minutes of the prior meeting not previously delivered to any Trustee shall accompany such notice. A notice may be validly given by mail, email or in person addressed to the Trustee's last address. No notice of meeting shall be necessary when a quorum is present and those comprising the quorum consent to the transaction of business, and the Trustee, if any, who is not present waives notice in writing.
- 15.03 The Trustees shall designate one (1) meeting each year to be the annual meeting and at that meeting the Trustees shall review the audited financial statement, the annual report of the Plan Administrator, the annual report of the CEO, any Investment Managers' reports, actuarial reports, or other reports required by the Trustees. The Trustees shall invite representatives of the Parties to attend the annual meeting for the purpose of observing, but such representatives shall have no voice or vote.
- 15.04 Regular meetings of the Trustees shall be called by the Chair of the Board, by written notice mailed, or emailed or in person by the CEO at least 10 business days before the date of the meeting, and further, meetings of any committees may be called by the Chair of the appropriate committee or by the CEO for purposes of dealing with issues of the Trust Fund.
- 15.05 Any meeting of the Trustees may be held by telephone conference, or any other electronic communication means arranged through the office of the Trust Fund.
- 15.06 All records and minutes of the Trustees are kept electronically at the office of the Trust Fund.
- 15.07 The agenda shall permit any Trustee to introduce any new business at any meeting of the Trustees for discussion purposes. However, no resolution arising out of the new business can be dealt with without the unanimous consent of all Trustees at the meeting.

- 15.08 **Quorum**
A quorum for the transaction of business shall consist of three (3) Union Trustees and three (3) Employer Trustees.
- 15.09 No proxies shall be permitted.
- 15.10 Notwithstanding the foregoing, the Trustees may operate on the basis of consensus and conduct votes only if the Chair decides it is necessary in order to determine the actual consensus of the Trustees. Questions arising at any meeting of the Trustees that result in conducting a vote shall be decided by majority vote. The Chair shall vote only in the event of a tie.
- 15.11 In the event that no quorum should be present for the transaction of business at any meeting, and further at least three (3) Trustees of one Party are present, the Party with at least three (3) Trustees present may, in its absolute discretion, give 30 days' notice to the other Trustees in writing of a date for the next meeting of the Trustees. If at such next meeting, there is no quorum present due to the absence of at least three (3) Trustees of the same Party who failed to meet the quorum requirement at the previous meeting, the Party whose Trustees are absent may be deemed to have waived these quorum requirements for the purpose of such meeting and the meeting may proceed. Any resolutions adopted or actions taken at such meeting shall be valid and effective as if passed at the meeting at which a quorum were present, and all interested persons shall be deemed to be in agreement with the decision made by the Trustees and to be bound by such decisions. The decisions made at such meeting are not subject to reconsideration without the specific agreement of the Trustees of the Party whose Trustees were present and met the quorum requirements at both previous meetings.
- 15.12 **Robert's Rules of Order**
Unless otherwise agreed by the Trustees by resolution, policy, or other written instrument, Robert's Rules of Order will be used in the conduct of meetings of the Trustees.

ARTICLE 16 - MINUTES OF MEETINGS

- 16.01 The Trustees shall appoint a recording secretary who shall keep minutes or records of all meetings, proceedings, and acts of the Trustees. Such recording secretary need not necessarily be a Trustee. Those minutes or records of Trustee meetings must be circulated after each meeting and provided to the Trustees for verification at the next meeting of the Trustees. Certified minutes of any meeting of Trustees shall be prima facie evidence of the matters stated in such minutes. It shall be the duty of the CEO to ensure that the certified minutes are retained and filed under the proper date.
- 16.02 The minutes of any meeting of the Trustees or any portion thereof or any information relating to any action taken or decision made by or on behalf of the Trustees may be certified by the signature of the Chair or by one (1) Union Trustee and one (1) Employer Trustee or otherwise determined by the Trustees from time to time.

ARTICLE 17 - TERMINATION OF THIS AGREEMENT

- 17.01 This Agreement and the Plan and Trust Fund may be terminated by the Parties. In such case, the Trustees shall initiate the wind-up and termination of the Plan and the Trust Fund effective on a date within six (6) months.
- 17.02 As part of the termination of the Trust Fund, the Trustees shall provide for a final audit and accounting.
- 17.03 In the event that the Plan is terminated, all Contributions and/or Benefits shall cease. For beneficiaries as defined in Article 17.04, the Trustees shall, utilizing the hierarchy set out in Article 17.05, make best efforts to arrange for the continuation of the payment of Benefits to the extent possible from the assets of the Fund.
- 17.04 "Beneficiaries" shall be, as of the date of termination of the Plan:
- (a) all Employees who have been deemed to be disabled by the Plan Administrator;
 - (b) all Employees who the Plan Administrator has deemed not to be disabled, but whose right to appeal said decision still exists;
 - (c) all Employees who have begun their qualifying period under the Plan.
- 17.05 **Continuation of Benefit Payments**
The Trustees shall follow the following hierarchy in arranging for the continuation of the payment of Benefits to beneficiaries:
- (a) purchase from an insurance company a non-participating closed group long term disability contract that will pay the beneficiaries Benefits at the level in force at the time of the Plan termination;
 - (b) purchase from an insurance company a non-participating closed group long term disability contract that will pay the beneficiaries equal reduced Benefits from the level in force at the time of the Plan termination;
 - (c) purchase from an insurance company:
 - i. a closed long term disability contract for each beneficiary that will pay each beneficiary equal reduced Benefits from the level in force at the time of the Plan termination; or
 - ii. a combination of disability contracts as set out in subsections (b) and (c) i. above that will pay the beneficiaries equal reduced Benefits from the level in force at the time of Plan termination.


- 17.06 The contract(s) purchased from an insurance company shall, to the extent possible, mirror the terms of the Plan.
- 17.07 If an agreement(s) with an insurance company cannot be struck pursuant to subsections (a) to (c) above, establish a fund that, if the assets of the Trust Fund permit, will pay the beneficiaries Benefits at the level in force at the time of Plan termination, or if the assets of the Trust Fund are insufficient to do so, establish a fund that will pay the beneficiaries equal reduced Benefits from the level in force at the time of Plan termination, which fund shall be operated in accordance with the terms and conditions of the Plan.
- 17.08 Such other arrangement that in the Trustees sole discretion accomplishes results comparable to subsections (a) to (c) above.
- 17.09 Any assets of the Trust Fund remaining after having carried out Article 17.05 shall be paid to the Province for distribution for the benefit of the Employees through negotiation with the Union. If an agreement has not been reached within six (6) months from the time that the assets were paid to the Province, either the Province or the Union may have the issue resolved by arbitration by delivering a Notice of Arbitration to the other. The arbitration shall be held in accordance with the Commercial Arbitration Act of the Province of Nova Scotia, except as modified by this Article. If within seven (7) days of the delivery of the Notice of Arbitration the parties have not come to an agreement on the arbitrator, either may apply to the Supreme Court of Nova Scotia pursuant to the said Act for appointment of an arbitrator.
- 17.10 Upon termination of the Plan and Trust Fund in accordance with this Article, the Parties shall forthwith notify the Trustees, all other affected unions, all Employers, and any other necessary parties; and the Trustees shall continue as Trustees for the purpose of winding up the affairs of the Trust Fund.
- 17.11 Under no circumstances shall any portion of the capital or income of the Trust Fund directly or indirectly revert or accrue to the benefit of the Parties to this Agreement, any Employer, any other union, or the Trustees collectively or individually, except in the case of any Trustee who is an Employee and receives their share of Trust Fund assets in accordance with the same distribution formula as is applicable to all other Employees.

ARTICLE 18 - GENERAL PROVISIONS

- 18.01 Neither of the Parties, nor any other union, Employer, Employee, beneficiary of an Employee or any other person, association, firm or corporation shall have any right, title or interest in or to the assets of the Fund, except as specifically provided by this Agreement and the Plan or applicable legislation; provided however, that nothing in this Agreement shall prevent a contribution which is made by an Employer or an Employee by a mistake of fact or law, together with interest at a rate determined by the Trustees from time to time, from being returned or credited by the Trustees to the Employer or Employee within one (1) year after the discovery of the payment of such contribution, or from being credited by the Trustees against other obligations of the Employer or Employee to the Trust Fund.
- 18.02 Subject to the Plan and applicable legislation, no monies, property or equity of any nature whatsoever in the Trust Fund, or policies or benefits or monies payable, shall be subject in any manner by any Employee or person, claiming through such Employee or otherwise, to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, garnishment, execution, mortgage, lien or charge and any attempt to cause the same shall be null and void.
- 18.03 In the event that a Party ceases to exist, for any reason, then the authority it may have under this Agreement shall pass to its successor.
- 18.04 The address, phone number, email, and all other relevant information of each Trustee shall be provided to the CEO. Notice of any changes must be forwarded to the CEO.
- 18.05 This revised agreement shall be effective June 1, 2025.


IN WITNESS WHEREOF, the undersigned did hereby cause this Agreement to be executed by virtue of their office as of the 1st day of June 2025.

NOVA SCOTIA GOVERNMENT AND
GENERAL EMPLOYEES UNION



May 5, 2025

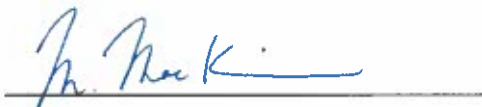
Date



Witness
May 5, 2025

Date

HIS MAJESTY THE KING IN THE
RIGHT OF THE PROVINCE OF
NOVA SCOTIA AS REPRESENTED
BY THE PUBLIC SERVICE
COMMISSION



April 28, 2025

Date

Joann Amirault

Witness
April 28, 2025

Date

ARTICLE 19 - NOTICE

- 19.01 Any recommendation, direction, decision, notice, request, or other communication, under the terms and conditions of this Agreement, shall be delivered by the Trustees or any Parties to any other persons by personal delivery, regular mail, or email.
- 19.02 Any notice under the terms and conditions of this Agreement shall be in writing and will be deemed to be duly given as follows:
- (a) upon receipt if delivered personally;
 - (b) on the 10th business day after the date of sending, if sent by regular mail to the last known address of the person entitled to receive such notice as shown in the records of the Trustees and whether or not actually received;
 - (c) at the time when the appropriate confirmation is received, if sent by email to the last known email address of the person entitled to receive such notice as shown in the records of the Trustees.
- 19.03 Notices to Employers or Employees or other beneficiaries shall be given to them at their last known address as appears on the records of the Trustees.
- 19.04 **Notice to the Trustees or Parties**
Notwithstanding Article 19.02, a notice is deemed to have been received if by email within 24 hours and if by regular mail then 48 hours, or by special delivery on date of acknowledged receipt by the recipient.
- 19.05 **Change in Notice Period**
Notwithstanding any other provision of this Agreement, any notice period required to be given under the terms of this Agreement may be reduced or dispensed with by agreement between the person required to give such notice and the person(s) entitled to receive it.

Appendix A - Acceptance of Trusteeship

Appendix B - Participation Agreement (Standard Form)