

TRUST DEED

THIS AGREEMENT AND DECLARATION OF TRUST made the 1st day of May, 1985 and amended this 10th day of November, 2004,

BETWEEN:

NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION
(hereinafter referred to as the "Union")

OF THE FIRST PART

-and-

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF NOVA SCOTIA AS REPRESENTED BY THE MINISTER RESPONSIBLE FOR THE ADMINISTRATION OF THE CIVIL SERVICE ACT (hereinafter referred to as the "Employer")

OF THE SECOND PART

WHEREAS the Union and Employer have entered into Collective Agreements providing for the establishment of a Long-Term Disability Plan;

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

AND WHEREAS the parties are desirous of revising the Agreement and Declaration of Trust to assist the parties in the administration of the Fund;

AND WHEREAS 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 the development and application of appropriate programs;

NOW THEREFORE IN CONSIDERATION of the premises and mutual covenants herein contained, the parties do hereby covenant and agree to the provisions set forth herein:

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 – DEFINITIONS

2.01 The definitions as stated in this Article shall apply to this Agreement, to any by-laws and regulations adopted hereunder, 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 Plan, except as may otherwise specifically be provided.

2.02 “Actuary” means a Fellow of the Canadian Institute of Actuaries or a firm employing such person.

2.03 “Administrator” means the professional Administrator appointed by the Trustees to provide claims and other administrative services.

2.04 “Agreement and Declaration of Trust” or “Agreement” means this indenture and any amendments hereto made from time to time.

2.05 “Ancillary Benefits” means benefits other than LTD benefits as determined by the Trustees which assist in the recovery and return to employment of any beneficiary, including but not limited to rehabilitation programs that may be provided from time to time payable from the Fund.

2.06 “Auditor” means a public accountant licensed to practice accountancy in the Province of Nova Scotia or a firm of public accountants.

2.07 “Benefit” means long-term disability benefits and any ancillary benefits. All such benefits shall be those established by the parties outlined in a plan text provided by the Trustees as amended from time to time.

2.08 “Benefit Plan” means the plan of benefits determined by the parties and the rules established for the provision of same by the Trustees as amended from time to time.

2.09 “Chief Executive Officer” means the person appointed by the Trustees to oversee the operation and administration of the Trust and all of its benefit plans upon direction of the Board of Trustees.

2.10 “Collective Agreement” means an agreement entered into between the Union and the Employer under the *Civil Service Collective Bargaining Act*, the *Trade Union Act* or any agreement in writing which provides for contributions to be made to the Fund with amendments thereto including renewals of such agreements.

2.11 “Contributions” means payments made or to be made to the Fund by an employer or an employee pursuant to any Collective Agreement or any Participation Agreement, or any other agreement entered into between the Trustees and an Employer, or other agreement from time to time.

2.12 “Employee” means an employee as defined in section 2(g) of the Civil Service Collective Bargaining Act, and any person or group of persons set out in Schedule “A” or “B” of the Agreement who are required to make contributions to the Plan.

2.13 “Employee Contributions” means payments made or to be made by an Employee or those payments made on behalf of an Employee.

2.14 “Employer” means her Majesty the Queen in the right of the Province of Nova Scotia as represented by the Minister responsible for the administration of the *Civil Service Act* or any other employer or group of employers, as determined from time to time by the Trustees, who sign a Participation Agreement as set out in Appendix “A”.

2.15 “Employer Contribution” means payments made or to be made by an employer.

2.16 “Employer Trustees” means Trustees appointed by the Lieutenant Governor in Council and who have signed an acceptance of Trusteeship.

2.17 “Fund” means the Nova Scotia Public Service Long Term Disability Plan Trust Fund.

2.18 “Investment Manager” means the Investment Manager as appointed pursuant to Article 17 herein, who is authorized to make investments on behalf of the Fund under terms and conditions determined by the Trustees in accordance with investment policy as established by the Trustees.

2.19 “Participation Agreement” means an agreement entered into pursuant to Article 19.

2.20 “Plan” means the Nova Scotia Public Service Long-Term Disability Plan.

2.21 “Reserve” means the portion of the Fund required for the provision of credit that may be accumulated by the participants in the Plan in accordance with the by-laws established by the Trustees from time to time.

2.22 “Trustees”, “Board of Trustees” or “Board” means the Trustees collectively, who were appointed to serve as Trustees pursuant to Article 6 herein, and shall include their successors.

2.23 “Union” means the Nova Scotia Government and General Employees Union.

2.24 “Union Trustees” means the Trustees appointed by the Union who have signed an acceptance of trusteeship.

ARTICLE 3 – GENERAL INTERPRETATION

- 3.01 (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 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) Words imparting the male persons include female persons and vice versa, and corporations;
- (f) Words in the singular include the plural, and words in the plural include the singular;
- (g) Words authorizing the appointment of any officers or functionary, or any deputy, include the power of removing or suspending him, reappointing or reinstating him, or appointing another in his stead, at the discretion of the authority in whom the power of appointment is vested.

ARTICLE 4 – CREATION OF THE TRUST

4.01 The Nova Scotia Public Service Long Term Disability Plan Trust Fund established on the 1st day of May, 1985 is hereby continued and shall be maintained and administered by the Trustees for the purpose outlined herein in accordance with the terms of this Agreement and Plan.

4.02 All contributions and monies received of any nature or kind at any time from any source into the Fund together with all investments, interests and all other assets held by the Trustees and any and all income therefrom and any monies received by the Trustees and property purchased by the Trustees pursuant to this Agreement shall constitute the Nova Scotia Public Service Long Term Disability Plan Trust Fund which shall be administered by the Board of Trustees in accordance with the terms of this Agreement.

4.03 The Union and the Employer shall transfer and assign to the Fund all contributions pertaining thereto, and further such amounts as the parties may agree upon from time to time pursuant to any Collective Agreement and as further prescribed in any Participation Agreement authorized by the Trustees.

4.04 Neither the Union, Employer, Employees, Trustees nor 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 the Plan and this Agreement.

ARTICLE 5 - PURPOSE

5.01 From monies received into the Fund there shall be established, maintained and continued the Nova Scotia Public Service Long Term Disability Plan Trust Fund which shall be used exclusively for the purpose of providing long-term disability benefits and ancillary benefits in accordance with the terms of the Plan herein and paying the costs of the administration of the Fund, including all appropriate expenses, such expenses incurred by the Board of Trustees and exercising their discretion pursuant to this Agreement.

5.02 Furthermore, the Trustees shall utilize the Fund to assist in the recovery and return to work of beneficiaries.

ARTICLE 6 – TRUSTEES

6.01 The operation and administration of the Fund shall be the responsibility of a Board of Trustees comprised of eleven (11) members. Five (5) members shall be appointed by the Union, one (1) of whom shall be designated by the Canadian Union of Public Employees. Five (5) members shall be appointed by the Employer through the Lieutenant Governor in Council, one (1) of whom shall be designated by the Capital District Health Authority. An independent Chair shall be jointly appointed by the Union and the Employer. The parties shall appoint as Trustees those persons the parties feel best able to serve the interests of the beneficiaries.

6.02 The Canadian Union of Public Employees and the Capital District Health Authority shall be deemed to have appointed a Trustee for the purposes of Article 6.08.

6.03 Acceptance of Trusteeship

The Trustees agree to accept the Trusteeship and agree to act in that capacity strictly in accordance with the provisions of this Agreement and to sign the Acceptance of Trusteeship as set out in Appendix "B".

6.04 Each Trustee shall serve a term of three (3) years and may serve a maximum of three (3) consecutive terms. In the event a Trustee is replaced for a retired Trustee, that portion of the replacement term shall not be considered to be a portion of the Trustee's first term.

6.05 The parties agree that it is fundamental to the successful operation of the Trust that the Trustees serve staggered terms. At the date of the commencement of this

Article, each party shall identify from those Trustees serving at the time two Trustees who will serve a three-year term, one Trustee who will serve a two-year term and one Trustee who will serve a one-year term. The designated Trustees for both the Canadian Union of Public Employees and the Capital District Health Authority shall serve an initial three-year term.

6.06 In the event of the incapacity or resignation of a Trustee, such Trustee shall be fully discharged from all future duties, responsibilities and liabilities except as limited in Article 9.02 herein. The Trustee shall be deemed to have resigned upon notice in writing being received from him, or his agent, at the office of the Fund, to the remaining Trustees and the office of the party which appointed him. The notice shall state the date of such resignation and shall be effective as of that date. In the event of the death of a Trustee, his heirs, Administrators, executors and assigns shall be fully discharged from all future duties and responsibilities in respect of this Agreement as of the date of his death.

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

6.08 Removal of Trustees

A Trustee may be removed at any time, by the party that appointed him, without cause and without notice. Upon such removal, the party that is responsible for removing the Trustee shall notify the remaining Trustees and shall appoint as soon as practical a successor Trustee. The removal of the aforesaid Trustee shall be effective from the date of the receipt by the office of the Trustees of the notice of removal.

6.09 Delivery of Records

Upon removal as a Trustee or retirement or death, the Trustee or his personal representative shall forthwith deliver to the Board of Trustees all documents, records, papers, notes, property and all other information in the possession of the Trustee relating to the Trust and shall deliver those aforementioned materials to the office of the Trustees.

6.10 Successor Trustee

In the event of any removal of a Trustee or cessation of a Trustee to act, the nominating party shall appoint a new Trustee as soon as practical. Any successor Trustee shall become vested with all the property, rights, powers, duties and obligations of the Trustees hereunder immediately upon his designation as a successor Trustee and upon his execution of the Acceptance of Trusteeship. All the Trustees then in office, as well as other appropriate persons, shall be notified immediately. No Trustee shall be

responsible for any act or omission of the Trustees or any of them which occurred prior to his appointment.

6.11 Compensation of Trustees

No Trustee shall be compensated in any manner from the Fund for attending to the affairs of the Trust, except for reasonable expenses incurred by the Trustees, which shall be reimbursed by the Fund upon production of receipts as approved by the Trustees from time to time.

6.12 Notwithstanding the foregoing, the parties may establish the compensation to be paid from the Fund for the Chair of the Board of Trustees.

6.13 The Trustees may adopt such procedures, by-laws, as they deem necessary for the carrying out of the trust consistent with the provisions of this Agreement and with the terms of the Plan.

ARTICLE 7 – POWERS, DUTIES AND OBLIGATIONS OF TRUSTEES

7.01 Duty of Disclosure

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

7.02 Property and Assistance

The Trustees are authorized and empowered to purchase property of all nature and kind, to lease premises or to purchase premises and to lease or purchase such materials, supplies and equipment. Further, the Trustees are empowered to appoint a Chief Executive Officer and to retain and employ services or staff, for the clerical, administrative or professional requirements of the Trust as they, in their absolute discretion deem necessary or appropriate for the performance of their duties as Trustees, and to pay the cost of same out of the Fund.

7.03 Declaration of Interest

(a) In the event that a Trustee finds himself in a position where he will personally benefit directly or indirectly from the Fund, except in the provision of benefits under the Plan, the Trustee shall declare the nature and extent of such benefit immediately upon becoming aware of it, and shall remove himself from any meeting in which such discussion is taking place and shall not return to said meeting until after the decision has been reached with respect to the issue in which the Trustee has declared an interest.

(b) 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 of the Fund, which at any time form part of the Fund, except for the receipt of expenses incurred by the Trustee and authorized in accordance with the terms of this Agreement.

7.04 Construction of Agreement

The Trustees shall have the sole authority and responsibility to interpret and apply all the provisions of this Agreement, any Plans promulgated under this Agreement, and the Participation Agreement, and all decisions made by the Board of Trustees shall be made taking into account the reasonable interpretation of the appropriate document. Interpretation made by the Trustees in good faith shall be binding upon the parties hereto, their beneficiaries, their heirs, successors and assigns and other legal representatives.

ARTICLE 8 - GENERAL DUTIES AND POWERS

8.01 The Trustees shall have the duty and responsibility to ensure that the Fund operates so that the purpose of the Fund is achieved. Except as otherwise provided in any Plan or this Agreement, and notwithstanding the generality of the foregoing, the Trustees shall have the authority provided by the *Trustee Act* of the Province of Nova Scotia, and as well shall have the following powers:

- (a) to establish and administer the Fund on behalf of Employees to ensure that the assets of the Fund are used for the purpose of providing long-term disability benefits and such other ancillary benefits as determined by the Trustees;
- (b) to hire such professional and administrative services including but not limited to professional assistance such as:
 - (i) actuaries, Auditors, legal counsel and investment managers;
 - (ii) claims administration services such as clerical staff, claims adjudicators, claims program supervisors; and
 - (iii) rehabilitation specialists such as occupational therapists, physiotherapists, doctors, medical specialists, social workers, retirement counsellors.
- (c) to enter into any contracts or agreements, either with private individuals, corporations or any government agency or union, which can, directly or indirectly, assist the Trustees in carrying out the terms of this Agreement and the Plan;

- (d) to compromise, settle, submit to arbitration and release claims or demands in favour of or against the Fund on such terms and conditions as the Trustees may deem advisable;
- (e) to establish and accumulate as part of the Fund a reserve adequate enough in the opinion of the Trustees to carry out the purposes of the Fund and Plan;
- (f) to pay out of the Fund all taxes attributable to the Fund, as levied by any government in Canada;
- (g) to receive for the purposes of and on behalf of the Fund contributions or payments from any source whatsoever to the extent permitted by law;
- (h) to appoint such agents that the Trustees consider necessary and desirable for the purpose of investing the capital and income of the Fund on such terms as the Trustees determine from time to time, and such agent may, at the discretion of the Trustees, be the Minister of Finance of the Province of Nova Scotia, on such terms as the Trustees and their agent shall agree in keeping with this Agreement;
- (i) to authorize such persons in subparagraph (h) to invest and reinvest and divest the monies of the Fund in accordance with the Statement of Investment Policy and Principles of the Fund as adopted by the Trustees from time to time. However, notwithstanding the generality of the foregoing, the Trustees may direct the Fund's Investment Managers as to the particular nature and type of investment that, in their absolute discretion, meets the objectives of the Trust, notwithstanding the fact that such investments may not comply with the provisions of the *Trustee Act* of the Province of Nova Scotia;
- (j) to pay out of the Fund such fees and expenses to the agent making investments on behalf of the Fund as may reasonably be required;
- (k) to obtain from Employers such information as may be necessary for the proper administration of the Fund as determined in the absolute discretion of the Trustees. Such information shall be relevant for the proper administration of the Fund, as permitted by law;
- (l) to interpret and construe the Plan and determine all questions of eligibility, duration of service, continuity of service, dates of birth, membership or retirement, computation of benefits, value of benefits, and similarly related matters of the purpose of the Plan;
- (m) to pay from the Fund all reasonable and necessary expenses, costs and fees for collecting the contributions and administering the Fund and Plan including, but not limited to, all compensation and all reasonable and necessary

expenses, costs and fees which are incurred by the Plan, and the expenses of employing Actuaries, Administrators, Investment Managers, legal, accounting, medical, expert or clerical assistance, for the leasing of premises or purchasing or leasing of materials, supplies and equipment, as the Trustees in their discretion may find necessary or expedient, notwithstanding that such professional personnel or other personnel may have been or are employed by the Union or the Employer;

(n) to do all acts, whether or not expressly authorized herein which the Trustees deem necessary to accomplish the general objectives and purposes of the Trust, and the Trustees may act either through the Board of Trustees as a whole or through the establishment of separate committees for the purpose of administration of the Fund;

(o) to determine eligibility of persons or groups of persons who may wish to participate in the Plan in the future and to determine the conditions of such participation;

(p) to authorize payments from the Fund to persons entitled to benefits under the Plan, as permitted by law;

(q) to prescribe rules and regulations, procedures and by-laws for the operation of the Fund;

(r) 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 of the beneficiaries to participate in rehabilitation and early intervention programs;

(s) to prescribe rules and procedures for any Employer to follow for purposes of remitting contributions to the Plan;

(t) to obtain from any Union or Employee or Employer or any former Employer, government agency or any other regulatory body or any such person or organization such information as necessary for the proper administration of the Fund, as permitted by law;

(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;

ARTICLE 9 - STANDARD OF CARE OF TRUSTEES

9.01 Every Trustee shall exercise the care, diligence and skill in the administration and investment of the Fund that a person of ordinary prudence would exercise in dealing with the property of another.

9.02 Personal Liability of Trustees

The Trustees, and any individual successor Trustee,

(a) shall 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) shall have in their own favour a first lien and charge against the Fund for his or their security and indemnification against any liability of any kind which the Trustees or any of them incur including the costs of the defence of litigation on a solicitor-client basis;

9.03 Notwithstanding the generality of subsection 9.01 above, nothing shall exempt any Trustee from liability arising out of his own willful misconduct, bad faith, or gross negligence or entitle such Trustee to indemnification for any amounts paid or incurred as a result thereof, including the costs of litigation.

9.04 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 so long as they or he act in good faith and without negligence. Nor shall any Trustee, in the absence of his own willful misconduct, bad faith or negligence, be personally liable for the acts or omissions of himself or any other Trustee or any agent of the Trustees.

9.05 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 a willful or grossly negligent manner, or for any losses or expenses resulting from or occasioned by anything done or neglected to be done in the administration of the Fund prior to his becoming a Trustee.

9.06 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 therein contained.

9.07 Neither the parties appointing a Trustee nor his employer shall in any way be liable with respect to any of the acts, omissions or obligations of the Trustee,

individually or collectively. The Fund shall bear sole liability for the actions of the Trustees.

ARTICLE 10 - COMMENCEMENT AND COLLECTION OF CONTRIBUTIONS

10.01 Rate of Contributions

The rate of contribution shall be established pursuant to any Collective Agreement in writing between the parties and the rate of contributions for all other Employees and Employers shall be determined from time to time by the Trustees in their absolute discretion. The Trustees are specifically authorized to modify the rate of contribution for participating Employers who are not bound to a Collective Agreement with the Union on terms and conditions as deemed appropriate by the Trustees.

10.02 Contributions

The Trustees shall be responsible for the operation, administration and management of the Fund and Plan as amended from time to time. The Trustees shall be responsible to provide all the benefits and meet all obligations under the Plan and shall receive from all sources contributions, revenues and all other incomes which shall be used for the purpose of maintaining and enhancing the Plan. The contributions shall be made in accordance with the provisions of the Collective Agreement and the Plan, any appropriate Participation Agreement, and this Trust where applicable, as amended from time to time and shall continue to be made into the Fund.

10.03 Commencement of Coverage

Benefits payable to any member of the Plan shall commence only after the Trustees have made a determination that such person has met the eligibility requirements set forth in the applicable Plan.

10.04 Collection of Contributions

(a) In order to attain the objectives of this Fund, contributions shall be made for the benefit of employees and shall be in accordance with the Plan, and any Participation Agreement entered into hereafter.

(b) Subject to the provisions of the Collective Agreement, all contributions to the Fund shall be payable to the Trustees of the Fund and shall be paid in a manner and form as determined by the Trustees. The Trustees may request the Employer to make necessary reports as determined by the Trustees from time to time.

(c) 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.

(d) Non-payment by an employer of any contribution when due shall not relieve him or any other employer of his obligation to make such payment.

(e) The Employer recognizes and agrees that it is necessary for contributions to be received by the Trustees in a regular and timely fashion for all the beneficiaries. In the event that the Trustees, on reasonable grounds, believe the contributions are not being received in a timely fashion, the Trustees may, at the expense of the Fund, in their absolute discretion, have the Auditor of the Fund review the relevant payroll records and other related records of an Employer for purposes of determining the proper amount of contributions to be made by the said Employer. The Auditor shall report to the Trustees the results of his investigation. The Employers specifically agree that by participating in this Plan they are consenting to the utilization of an Auditor by the Trustees when the Trustees deem it necessary in accordance with this Article.

(f) In the event that the Trustees, on reasonable grounds, believe that inadequate contributions are being made or contributions are not being made in a timely fashion and that monies are due and payable to the Trustees by an Employer on behalf of the beneficiaries, the Trustees, in their absolute discretion, may use all means available to collect the said delinquencies. The Trustees may commence legal action in any court of competent jurisdiction to collect the said amount. The amounts owed are deemed to be liquidated damages and the delinquent Employer, upon notice of the liability, shall be responsible to pay the Trustees all the costs of the Trustees in pursuing the delinquency, including but not limited to all damages, interest at the rate of prime plus 5% from the date of commencement of the delinquency, all legal costs on a solicitor-client basis, disbursements, and all witness, expert and other related costs in relation to the said litigation. Any court of competent jurisdiction shall have the authority to award all the aforementioned costs, damages and interest against a delinquent Employer.

(g) In the further alternative, the Trustees may, in their absolute discretion, when they have reasonable grounds to believe that a delinquency exists, commence an arbitration. The Trustees shall advise the delinquent Employer of their desire to remit the dispute over the delinquency to arbitration. In the event the Trustees decide to proceed with the matter to arbitration, the parties agree that the arbitration shall be held in accordance with this Article. The arbitration shall be held pursuant to the *Arbitration Act* of the Province of Nova Scotia, except as modified by this Article. The Trustees, when advising the delinquent Employer of the delinquency, shall notify the delinquent Employer of their recommendation for a chair of the arbitration board. All hearings shall be heard before a single arbitrator. Within 48 hours of receipt of the notification by the

delinquent Employer, the delinquent Employer may either accept or reject the recommendation for a chair by the Trustees. In the event the delinquent Employer should reject the recommendation for a chair, the delinquent Employer shall recommend its own chair. Within 48 hours of receiving that recommendation from the delinquent Employer, the Trustees may accept or reject same. In the event they reject the recommendation, the Trustees may remit the matter to the Minister responsible for the *Trade Union Act* of the Province of Nova Scotia for appointment of an arbitrator. In any proceeding before an arbitrator, the arbitrator has the jurisdiction to determine the amount of monies owed. In the event of a finding for the Trustees, the arbitrator shall order the delinquent Employer to pay all the costs of the Trustees on a solicitor-client basis for legal fees, as well as all disbursements, interest at the rate of prime plus 5% for all delinquencies, all arbitration costs, all witness fees, all expert fees and all other fees related to the collection of the delinquency.

(h) The Employer, by signing a Participation Agreement, attached hereto as Appendix A, specifically acknowledges, agrees and accepts that the collection methods outlined herein are applicable to the Employer. The Employer further agrees that the Trustees may act in the place of either party to the Collective Agreement and file a grievance pursuant to the Collective Agreement binding between the Employer and the Union and may stand in the place of the Union or the Employer for purposes of filing a grievance, notwithstanding that the Trustees are not a party to the Collective Agreement. The Employer agrees not to raise an objection to the filing or the pursuance of any grievance under the Collective Agreement. The Employer acknowledges and agrees the arbitrator, under the Collective Agreement, shall have the same authority as the arbitrator in paragraph (g) above.

ARTICLE 11 – RECORD KEEPING

11.01 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 Fund. The books, accounts and records shall be audited annually by a public accountant appointed by the Trustees. A copy of such audit shall be made available upon request to the parties hereto.

11.02 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 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 Fund.

11.03 The Trustees shall submit an annual report including a copy of the audited financial statements to the parties within nine (9) months after the Trust's fiscal year.

11.04 The fiscal year end of the Trust shall be December 31.

11.05 Execution of Documents

(a) The Trustees may authorize a Trustee, the Actuary or Administrator to execute a notice or instrument in writing on behalf of the Trustees;

(b) Unless specifically authorized, all notices or other written instruments, signed on behalf of the Trustees, shall be signed by not less than one Union Trustee and one Employer Trustee.

ARTICLE 12 – DEPOSIT, WITHDRAWAL AND CO-MINGLING OF FUNDS

12.01 All monies received by the Trustees shall be deposited by them in an account maintained in one or more Canadian chartered banks, trust companies or credit unions as the Trustees may designate for that purpose. All accounts shall be drawn upon only by cheques signed by the Trustees who are from time to time authorized in writing, by resolution of the Trustees. No cheques signed by the Trustees shall be valid unless signed by one Trustee of each party. Notwithstanding the foregoing, the Trustees may authorize the Administrator, the Actuary, the Investment Manager, the Auditor or any other person to sign cheques on behalf of the Trustees.

12.02 Where the Trustees have procured one 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 cheques upon such separate and specific bank, trust or insurance accounts as the Trustees may designate and establish for that purpose.

12.03 The Trustees are authorized to receive and co-mingle all contributions and monies received by them.

ARTICLE 13 – BONDING AND INSURANCE

13.01 Every Trustee and every Employee or appointee of the Trustees who is authorized to sign cheques shall be bonded by a surety company in such amounts as may be determined by the Trustees. The costs of such bonding shall be paid by the Fund.

13.02 The Trustees may further insure against loss due to fire or any other cause of all the properties of the Fund and such insurance premium shall be paid by the Fund.

13.03 The Trustees may, in their discretion by a fiduciary insurance policy or further insure against negligence, errors or omissions by the Trustees, and such insurance shall be paid by the Fund.

ARTICLE 14 – MEETINGS OF TRUSTEES

14.01 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 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 Fund.

14.02 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 Chief Executive Officer 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 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.

14.03 The Trustees shall designate one 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 Chief Executive Officer, 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.

14.04 Ordinary meetings of the Trustees shall be called by the Chair, by written notice mailed by the Chief Executive Officer at least ten (10) clear days before the date of the meeting, and further, meetings of any committees may be called by the Chairman of the appropriate committee or by the Chief Executive Officer for purposes of dealing with issues of the Fund.

14.05 Quorum

A quorum for the transaction of business shall consist of three (3) Union Trustees and three (3) Employer Trustees;

14.06 Notwithstanding the foregoing, the Trustees shall operate on the basis of consensus and shall not conduct votes unless the Chair decides it is necessary in order to determine the actual consensus of the Trustees. Questions arising at any meeting of the Trustees shall be decided by majority vote. The Chair shall vote only in the event of a tie.

14.07 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 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 were absent previously, 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 parties 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 who were present and met the quorum requirements at both previous meetings.

14.08 Roberts' Rules of Order

Unless otherwise agreed by the Trustees by resolution, policy or other written instrument, Roberts' Rules of Order will be used in the conduct of meetings of the Trustees.

ARTICLE 15 – EXECUTION OF DOCUMENTS

15.01 The Trustees may authorize a Trustee, the Actuary, Plan Administrator or any other person to execute a notice or instrument in writing on behalf of the Trustees.

15.02 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 of whom shall be a Union Trustee and one of whom shall be an Employer Trustee.

15.03 All conveyances, mortgages, discharges of mortgages, assignments of mortgages, transfers of stocks, debentures, bonds or other securities, agreements and other documents relating to the Fund or any investment thereof required to be executed by the Trustees may be executed on behalf of the Trustees by the Plan Administrator, 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.

15.04 The Fund may be used to designate the Trustees collectively and all instruments may be executed by or for the Trustees in such name.

ARTICLE 16 – MINUTES OF MEETINGS

16.01 Resolutions or minutes in writing signed by the Chair or by one (1) Union Trustee and one (1) Employer Trustee shall be deemed for all purposes to be acts of the Trustees to the effect as if they had been duly passed by proper vote at a duly constituted meeting. It shall be the duty of the Chief Executive Officer to record such resolutions or minutes in the Board of Trustees' Minute Book under their 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 from time to time by the signature of the Chair or any Two Trustees, provided one is an Employer Trustee and one is a Union Trustee.

ARTICLE 17 – APPOINTMENT OF PROFESSIONAL AND EXECUTIVE ASSISTANCE

17.01 Actuary

The Trustees may appoint an independent Actuary to advise the Trustees 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 to him by the Trustees.

17.02 Administrator

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 him by the Trustees.

17.03 Investment Manager

The Trustees may appoint one or more Investment Managers to invest the monies in the Fund 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 to him by the Trustees.

17.04 Auditor

The Trustees shall appoint an Auditor to audit the books and accounts of the 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 to him by the Trustees.

17.05 Chief Executive Officer and Other Assistance

The Trustees may appoint a Chief Executive Officer to oversee the operation and administration of the Trust and all benefit plans and such Chief Executive Officer shall operate under the direction of and report to the Board of Trustees.

17.06 The Trustees may employ such other clerical and other assistance to operate the Trust effectively.

17.07 The Trustees shall have the authority to terminate such aforementioned persons with or without cause and appoint a successor. The person so appointed shall assume such duties and responsibilities as may be delegated to him by the Trustees.

ARTICLE 18 – EDUCATION AND TRAINING OF TRUSTEES

18.01 In order to ensure the furtherance of the Trust and to provide for enhancement of the Fund, the Trustees shall participate regularly in education programs provided such programs are designed to enhance the knowledge base of the Trustees and will result in the better fulfillment of the objectives and purpose of the Trust. All expenses incurred with respect to the training and education of Trustees, both inside and outside Canada, shall be borne by the Fund.

ARTICLE 19 – PLAN OF BENEFITS

19.01 The parties will determine the nature and extent of the benefits to be provided under the Plan and the rates of contributions which will be made to the Plan, as it applies to employees covered pursuant to collective agreements between the parties.

19.02 The Trustees shall have authority to determine all questions of the nature, amount and duration of benefits to be provided to any employee.

19.03 The rate of contributions to be paid by employers who sign a Participation Agreement in accordance with this Agreement shall be determined by the Trustees.

ARTICLE 20 – ADDITIONAL EMPLOYERS AND EMPLOYEES

20.01 The Trustees may accept as employees in the Plan such employees who are employed by employers, although they may not be members of a Union. The employer, upon request, shall enter into any necessary agreement with the Trustees in order that the Trustees shall provide benefits to the said employee. The Trustees shall require the employer to sign a Participation Agreement before accepting said employees as members of the Plan.

20.02 In the event that any term or fact included in a Participation Agreement is to be modified, through negotiation between the Trustees and an employer, the Trustees and the employer shall sign a supplemental Participation Agreement in such form as may be prescribed from time to time by the Trustees, setting forth the modified terms.

20.03 The Trustees shall have the right to terminate the participation hereunder of an employer if the Trustees determine that such termination is in the best interests of the Fund and the Plan. The Trustees shall notify the parties to this Agreement accordingly.

ARTICLE 21 – AMENDMENTS

21.01 The Trustees may, with the consent of the Union, and the Employer at any time amend any provision of this Agreement by resolution in writing passed at a meeting duly called or constituted and signed by all Trustees. As to any amendment, the Trustees, in their discretion, shall have the power to fix the effective date thereof. Notwithstanding the above, no amendment shall be adopted by the Trustees which shall:

- (a) alter the object of the Fund or the basic principles of this Agreement;
- (b) be in conflict with the scale of contributions provided for in a collective agreement, a Participation Agreement or a regulation under the *Civil Service Act*, R.S.N.S., 1989, c. 70; or provide that there shall be an unequal number of Employer Trustees and Union Trustees;
- (c) amend the terms of any plan of benefit as it applies to the parties hereto.

21.02 This Agreement may be amended by an instrument in writing duly executed by Her Majesty the Queen in Right of the Province of Nova Scotia as represented by the Minister in charge of the Administration of the Civil Service Act and the Union, and any such instrument shall fix the effective date of such amendment and shall be provided as promptly as possible to the Chief Executive Officer and to the Trustees.

21.03 This Agreement may be terminated only by an instrument in writing duly executed by Her Majesty the Queen in Right of the Province of Nova Scotia as represented by the Minister in charge of Administration of the Civil Service Act and the Union, in accordance with the Plan.

ARTICLE 22 – NON-REVERSION CLAUSE

22.01 Under no circumstances shall any portion of the corpus or income of the Fund directly or indirectly revert or accrue to the benefit of the parties to this Agreement or any of the Trustees other than for the purpose of the Fund.

ARTICLE 23 – GENERAL PROVISIONS

23.01 No employee or any person claiming by or through such employee, including his family, dependents, beneficiary or legal representative, shall have any right, title or interest in or to the Fund or any property of the Fund or any part thereof, except as may be specifically determined by the Trustees in accordance with the terms of the Plan or as governed by applicable law.

23.02 No monies, property or equity of any nature whatsoever in the Fund or contracts, benefits or monies payable therefrom, shall be subject in any manner by an employee, or person claiming through such employee, to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, mortgage, lien, charge or any other attempt to cause same to be subject thereto and such attempt, if any, shall be null and void.

23.03 All questions pertaining to the validity, construction and administration of this agreement shall be determined in accordance with the laws of the Province of Nova Scotia.

23.04 The address of each Trustee shall be provided to the Chief Executive Officer of the Fund. Notice of change of address must be forwarded to the Chief Executive Officer of the Fund. The office of the Fund shall be located in care of P. O. Box 339, Halifax, NS B3J 2N7.

23.05 Should any provision of this Agreement or the Plan be deemed to be unlawful and invalid for any reason, the same shall be deemed severable and such finding shall not adversely affect the validity of the remainder of this Agreement unless such illegality or invalidity shall make the function of the Fund and the Plan impossible and 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.

23.06 This revised agreement shall be effective January 1, 2005.

23.07 Notice

Any notice required to be provided hereunder this Agreement shall be in writing and shall be effectively given if delivered personally or by telecopier, telegram or pre-paid registered post:

(a) to a Trustee, an Employer or Employee at the last known address as it appears in the records of the Administrator or the Chief Executive Officer of the Board of Trustees; and

IN WITNESS WHEREOF the parties signing here duly cause this Agreement to be executed by virtue of their office as of the 10th day of November, 2004.

**SCHEDULE "A" TO THE TRUST AGREEMENT,
PLAN DOCUMENT SECTION 3(1) EMPLOYEES**

	Effective Date	Premium Rate
Civil Servants as defined in Section 2 (g) Civil Service Collective Bargaining Act	May 1, 1985	2.2% plus EI Rebate

**SCHEDULE "A" TO THE TRUST AGREEMENT,
PLAN DOCUMENT SECTION 3(2) EMPLOYEES**

Employees appointed under the Civil Service Act to Managerial and Confidential excluded positions in the Civil Service	May 1, 1985	2.0% plus EI Rebate
Full-time salaried employees of the Province of Nova Scotia appointed by Order-in-Council	May 1, 1985	2.0% plus EI Rebate
Non-teaching staff of Regional Community College Campuses (excluding Colchester, Kings and Memorial High)	May 1, 1985	2.2% plus EI Rebate
Non-teaching staff of Regional Community College Campuses (excluding Colchester, Kings and Memorial High), represented by the International Union of Operating Engineers	May 1, 1985	2.2% plus EI Rebate
Permanent Trades persons of the Dept. of Government Services	May 1, 1985	2.2% plus EI Rebate
Nova Scotia Innovation Corporation	May 1, 1985	2.0% plus EI Rebate
Nova Scotia Resources Limited	May 1, 1985	2.0% plus EI Rebate
Novaco Limited	May 1, 1985	2.0% plus EI Rebate
Municipal Finance Corporation	May 1, 1985	2.0% plus EI Rebate
Nova Scotia Business Capitol Corp.	May 1, 1985	2.0% plus EI Rebate
Workers Compensation Appeal Board	May 1, 1985	2.0% plus EI Rebate

SCHEDULE "A" SECTION 3(2) EMPLOYEES, continued

	Effective Date	Premium Rate
Nova Scotia Lottery Commission	May 1, 1985	2.2% plus EI Rebate
Cancer Treatment and Research Fndn. of Nova Scotia	Nov. 1, 1985	2.2% plus EI Rebate
Public Archives of Nova Scotia	Jan. 17, 1986	2.2% plus EI Rebate
Dept. of Transportation--CUPE	April 1, 1986	2.0% plus EI Rebate
Correctional Services, Dept. of Justice (moved from Schedule "B" effective March 17, 1995)	Jan. 1, 1988	2.2% plus EI Rebate
Employees of the QE II Health Sciences Centre who are members of the Public Service LTD Plan by virtue of subsection 17(6) of the <i>Queen Elizabeth II Health Sciences Centre Act</i> and/or by virtue of agreements between the NSGEU, the QE II, and the Province, dated December 4, 1995, which agreements were incorporated into the corresponding collective agreements by an agreement between the Province and the NSGEU dated December 11, 1995, and, which, on that basis, were approved by the Public Sector Compensation Restraint Board on December 12, 1995;	Jan. 1, 1997	2.2% plus EI Rebate
Employees of the Nova Scotia Community College and of the College de l'Acadie who are members of the Public Service LTD Plan by virtue of Section 43 or Section 91 of the <i>Community Colleges Act</i> and/or by virtue of agreements between the NSGEU, the Nova Scotia Community College or the College de l'Acadie and the Province, dated December 14, 1995, which agreements were incorporated into the corresponding civil service collective agreements by an agreement between the Province, the Nova Scotia Community College or the College de l'Acadie, and the NSGEU dated December 14, 1995, and, which, on that basis, were approved by the Public Sector Compensation Restraint Board on December 19, 1995;	Jan. 1, 1997	2.2% plus EI Rebate

SCHEDULE "A" SECTION 3(2) EMPLOYEES, continued

	Effective Date	Premium Rate
Public Health and Drug Dependency Employees of the Central Regional Health Board, who are members of the Public Service LTD Plan by virtue of the agreement between the NSGEU, the Central Regional Health Board and the Province, dated February 6, 1997, and which agreement has been incorporated into the corresponding civil service collective agreements by an agreement between the Province and the NSGEU dated February 28, 1997, and, which agreement has been approved by the Public Sector Compensation Restraint Board on March 21, 1997;	April 1, 1997	2.2% plus EI Rebate
Public Health and Drug Dependency Employees of the Eastern Regional Health Board, who are members of the Public Service LTD Plan by virtue of the agreement between the NSGEU, the Eastern Regional Health Board and the Province, dated February 6, 1997, which agreement has been incorporated into the corresponding civil service collective agreements by an agreement between the Province and the NSGEU dated February 28, 1997, and, which agreement has been approved by the Public Sector Compensation Restraint Board on March 21, 1997;	April 1, 1997	2.2% plus EI Rebate
Public Health and Drug Dependency Employees of the Northern Regional Health Board, who are members of the Public Service LTD Plan by virtue of the agreement between the NSGEU, the Northern Regional Health Board and the Province, dated February 6, 1997, which agreement has been incorporated into the corresponding civil service collective agreements by an agreement between the Province and the NSGEU dated February 28, 1997, and, which agreement has been approved by the Public Sector Compensation Restraint Board on March 21, 1997;	April 1, 1997	2.2% plus EI Rebate

SCHEDULE "A" SECTION 3(2) EMPLOYEES, continued

	Effective Date	Premium Rate
Public Health and Drug Dependency Employees of the Western Regional Health Board, who are members of the Public Service LTD Plan by virtue of the agreement between the NSGEU, the Western Regional Health Board and the Province, dated February 6, 1997, which agreement has been incorporated into the corresponding civil service collective agreements by an agreement between the Province and the NSGEU dated February 28, 1997, and, which agreement has been approved by the Public Sector Compensation Restraint Board on March 21, 1997;	April 1, 1997	2.2% plus EI Rebate
Employees of the Western Regional Health Board, formerly Valley Health Services, under Schedule "B";	July 1, 1990 April 1, 1997--moved to Schedule "A"	2.2% plus EI Rebate
Public Health and Drug Dependency non-unionized employees of the Central, Eastern, Northern or Western Regional Health Board, whose employment was transferred from the Department of Health to the applicable Regional Health Board pursuant to the devolution of public health and drug dependency programs and whose continuing participation in the Public Service LTD Plan has been provided for in an agreement between the applicable Regional Health Board and the Province.	April 1, 1997	2.2% plus EI Rebate

Updated on September 23, 1997

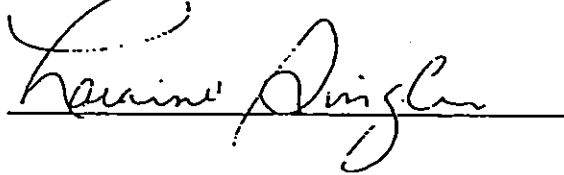
The amendments to Schedules "A" of the Trust Agreement made pursuant to Section 45 of the *Civil Service Act*, pertaining to Long Term/Short Term Disability Income Protection regulations, shall become effective on and from the dates cited above.

Dated this 12th day of ~~October~~ ^{November}, 1997. *DP*

Signed on behalf of the Union:



David P. Peters
President, NSGEU



Signed on behalf of the Employer



Allister Surette
Minister of Human Resources

September 23, 1997

SCHEDULE "B" TO THE TRUST AGREEMENT,
PLAN DOCUMENT SECTION 3(3) EMPLOYEES

	Effective Date	Premium Rate
N.S. Government Employees Union Headquarters Staff	Mar. 14, 1986	2.2% plus EI Rebate
N.S. Legal Aid Commission	April 1, 1986	2.0% plus EI Rebate
Halifax-Dartmouth Port Development Commission	June 1, 1986	3.0% --no EI Rebate
Waterfront Development Corp. Ltd.	July 1, 1986	2.0% plus EI Rebate
Atlantic Provinces Special Education Authority--Visually & Hearing Impaired	May 1, 1988	2.2% plus EI Rebate
N.S. Utility & Review Board	June 5, 1988	2.2% plus EI Rebate
World Trade Centre	Dec. 17, 1989	2.0% plus EI Rebate
Victoria General Hospital Fndn.	Dec. 1, 1990	3% --no EI Rebate
Shubenacadie Canal Commission	Nov. 1, 1992	3%--plus EI Rebate
NS Public Service LTD Plan Staff	Feb. 1, 1995	3%--no EI Rebate

Note: All premium rates shown at 2.2% are for NSGEU members only, effective March 30, 1995. All premiums for non-NSGEU members within those organizations remain at 2.0% of payroll.

Updated on May 30, 1997

APPENDIX "A"

PARTICIPATION AGREEMENT

(Made pursuant to Section 19 of the Trust Agreement)

BETWEEN:

TRUSTEES OF THE NOVA SCOTIA PUBLIC SERVICE LONG
TERM DISABILITY PLAN TRUST FUND (hereinafter referred
to as the "Trustees")

PARTIES OF THE FIRST PART

-and-

(hereinafter referred to as the "Employer")

PARTY OF THE SECOND PART

PARTICIPATION AGREEMENT

By signing this Participation Agreement, the Employer specifically agrees and undertakes that it has for proper consideration received a copy of the Trust Agreement and read same.

Further, the Employer agrees to be bound by the provisions of the Agreement, including but not limited, the obligation to make contributions in a timely fashion as determined by the Trustees, for all employees employed within the bargaining unit and such other employees as described in the aforementioned Trust Agreement.

Further, the Employer agrees that the Trust Agreement may be amended from time to time by the Trustees.

Further, the Employer agrees that it is a party to the Trust and bound in all manner and fashions as though the Employer signed the Trust Agreement as a party. This obligation is an irrevocable obligation so long as the Employer employs members of the aforementioned Union or is bound to the provisions of the collective agreement as defined in the Trust Agreement.

Further, the Employer agrees to hold all monies deducted on behalf of beneficiaries in trust and to hold those monies separate and apart from the monies of the Employer.

Dated at _____, this _____ day of _____, 2004.

Per: _____
(TRUSTEES)

Per: _____
(EMPLOYER)

APPENDIX "B"

ACCEPTANCE OF TRUSTEESHIP

I, _____ having been appointed a Union/Employer Trustee (circle one) in accordance with the Agreement and Declaration of Trust providing for the Nova Scotia Public Service Long Term Disability Plan Trust Fund dated the _____ day of _____, 200____ do hereby accept the Trust created and established by the aforesaid agreement and consent to act as a Trustee thereunder and agree to manage the said Trust in accordance with the terms thereof.

Further, I agree that I have read and understood the obligations of a Trustee and recognize the responsibility placed upon me to administer the Trust Fund in the best interests of all the beneficiaries.

DATED at the _____, _____, the _____ day of _____, 200____.

(Name)

(Address)

THIS AMENDMENT dated the 6 day of March, 2012

IN THE MATTER OF:

**The Nova Scotia Public Service Long Term Disability Plan Trust
Fund Agreement (hereinafter referred to as "Trust")**

AND IN THE MATTER OF:

The Amendment of the "Trust"

WHEREAS the Province of Nova Scotia and the Nova Scotia Government Employees Union (NSGEU) entered into a Trust Agreement dated the 1st day of May 1985 and amended the 10th day of November 2004;

AND WHEREAS the Trustees of the Trust Fund may with consent of the Parties of the Trust, namely the Province of Nova Scotia and the NSGEU amend the Trust Agreement Pursuant to Article 21.01 of the Trust Agreement;

AND WHEREAS the Trustees are desirous of amending Article 6.04 of the Trust Agreement;

THEREFORE, The Trustees amend Article 6.04, subject to the approval of the Parties to the Trust, as follows:

1. That the entire Article 6.04 be removed;
2. In its place a new Article shall be inserted to read as follows:
 - 6.04 Each Trustee shall serve a term of at least three (3) years and shall be entitled to serve additional three (3) year terms in the complete discretion of a party that appointed the Trustee. The term of Trustees may be extended in separate three (3) year appointments.
3. Further, remove the word "by" in Article 13.03 and insert in its place the word "buy".

Signed by:

Trustees

[Signature]
[Signature]

Gunt Vaughan

[Signature]

Cathy Rankin

Ryan Lucas

Karen A. [Signature]
[Signature]

[Signature]
[Signature]

Linda Power

The foregoing amendments are approved. The Parties hereto:

Nova Scotia Government and General Employees Union

Jean Jessome

Province of Nova Scotia

[Signature]

IN THE MATTER OF THE AGREEMENT AND DECLARATION OF TRUST MADE THE 1ST DAY OF MAY, 1985 AND AMENDED THE 10TH DAY OF NOVEMBER 2004

BETWEEN:

The Nova Scotia Government and General Employees Union

(Hereafter referred to as "Union")

-and-

Her Majesty the Queen in right of the Province of Nova Scotia, represented by the Minister responsible for the administration of the civil service

(Hereafter referred to as "Employer")

WHEREAS pursuant to Article 21 of the Agreement of Declaration of Trust, the Trustees have the authority to amend the Trust Document with the consent of the Union and the Employer;

AND WHEREAS the Trustees have received consent acknowledged below to modify the Trust Agreement to revise the provisions of Article 2.12 of the Trust Agreement and Schedule "A" and "B";

THEREFORE BE IT RESOLVED THAT the Trust Agreement amended the 10th day of November, 2004 should be amended as follows:

1. Schedule "A" and "B" of the Agreement of Declaration of Trust should be removed in its entirety and not replaced;
2. Article 2.12 is removed in its entirety and replaced with the following:

Employee means employee defined by the *Civil Service Collective Bargaining Act*, R.S.N.S. 1989, c. 71 as amended and also employees of all employers who sign a Participation Agreement pursuant to Appendix A

Dated at Halifax, this day of 2012.

Signed by:

Trustees

Linda Power

Grant Vaughan

Karen A. [Signature]

[Signature]

[Signature]

Sue D. [Signature]

Peter W. [Signature]

Cathy Rankin

Don Wells

[Signature]

[Signature]

Consented to:

[Signature]
The Nova Scotia Government and
General Employees Union

[Signature]
Her Majesty the Queen in right
of the Province of Nova Scotia