

CONTRACT OF SERVICE OF CONSTITUENCY ASSISTANT

(full-time employment)

BETWEEN

Member of the Nova Scotia House of Assembly
(the "Employer")

AND

Name of employee
(the "Employee")

THE EMPLOYER AND EMPLOYEE agree as follows:

1. The Employee is to
 - (a) **provide services as Constituency Assistant in the electoral district of** _____, under the direction of the Employer;
 - (b) work the minimum number of hours per week required of civil servants; and
 - (c) during and after the end of employment under this Agreement, treat as confidential and to keep private and not to make public or to divulge any information or materials of a confidential character relating to the affairs of the Employer to which the Employee becomes privy acting under this Agreement, except in the course of performing duties or providing services under this Agreement or unless the consent in writing of the Employer is first obtained.

2. The Employer is to
 - (a) **pay to the Employee at an EC 06 (_____) bi-weekly salary of \$** _____ (approximately \$ _____ per annum), before any deductions required by law or this Agreement (together with pay adjustments provided to non-bargaining unit civil servants);
 - (b) grant the Employee the same annual vacation with pay in accordance with the same terms as provided to civil servants;
 - (c) grant the Employee the same holiday benefits provided to civil servants;
 - (d) allow the Employee
 - (i) to enroll in the Province of Nova Scotia Group Life Insurance Policy,
 - (ii) to receive insured health benefits under the Province of Nova Scotia Consolidated Health Plan, and
 - (iii) to participate in the Public Service Superannuation Plan established for civil servants;

- (e) grant the Employee sick leave benefits at the rate of 1.5 days for each month of service to a maximum of 18 days per year; and
 - (f) indemnify and extend to the Employee the same protection against liability from suits or claims brought against the Employee in respect of work performed on behalf of the Employer as provided to civil servants.
3. The Employee is not entitled to enroll in the Province of Nova Scotia Public Service Long Term Disability Plan and is not, by this Agreement or otherwise, a civil servant
 4. The employment commencement date under this agreement is _____, _____,
 5. (a) Subject to subparagraph (b), this Agreement may be terminated at any time by
 - (i) during the first year of service, at least 4 weeks written notice,
 - (ii) during the second year of service, at least 8 weeks written notice, or
 - (iii) after two years of service, at least 12 weeks written notice,to that effect by either the Employer or the Employee to the other or upon payment in lieu of notice by the Employer to the Employee.
 - (b) Payment in lieu of notice must be 4, 8 or 12 weeks salary, depending upon service as provided in subparagraph (a), at the rate provided by subparagraph 2(a).
 - (c) Upon the Employer ceasing to be a member of the House of Assembly, the Employer is deemed to have given notice to the Employee pursuant to subparagraph (a).
6. (a) Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the Employer without notice for just cause.
 - (b) Upon termination pursuant to subparagraph (a), the Employee is to be paid the sum or sums that have accrued under subparagraph 2(a) up to the date of termination and such sum or sums are in full satisfaction and discharge of all claims and demands whatsoever against the Employer in respect of this Agreement.
7. Any recourse or remedy arising with this Agreement arises from contract and neither the Employer nor the Employee has a claim or remedy, for damages or otherwise, in tort arising with performance or non-performance of this Agreement.
 8. The Employee is bound by the principles and purposes of both the Code of Conduct for Civil Servants established in the Management Manual 500 and the *Members and Public Employees Disclosure Act*.
 9. All materials and information produced from the performance of this Agreement and all rights therein, belong to the Employer.
 10. The Employer reserves the right to publish or release in whole or in part, to publish an amended version or not to publish or release at all, or to use or not to use as the Employer may deem fit, any research, reports, material, audio-visual materials or information produced by the Employee in the performance of this Agreement.

11. This Agreement is not assignable.
12. Any discretionary authority or right under this Agreement is not subject to the expectations, reasonable or otherwise, of the Employer or the Employee and any action taken pursuant to a discretionary provision is deemed to be an exercise in good faith.
13. (a) No term or provision of this Agreement is or may be deemed waived and no breach is or may be deemed excused, unless the waiver of the term or provision or the consent to the breach is in writing, signed by the Employer or the Employee, as the case may be, making the waiver or giving the consent.
- (b) Any consent by the Employer or the Employee, or waiver by either of them of a breach by the other, whether express or implied, does not constitute a consent to, a waiver of or excuse for any different or subsequent breach or continuation of the same breach unless expressly stated.
14. If any term or provision of this Agreement is found to be unenforceable or illegal, the rest of the Agreement remains in full force and effect and the offending term or provision is deemed to be removed from the Agreement.
15. (a) Any notice required to be given hereunder is valid if given in writing by pre-paid registered letter addressed as follows:

to the Employer:

Name:

Constituency:

Address:

and to the Employee:

Name:

Address:

or such other address as is communicated in writing to the Employer or the Employee, as the case may be, and is deemed to have been given two business days after the day such letter is posted.

(b) Nothing herein precludes the delivery of notices pursuant hereto by means other than mailing.

16. Time is of the essence in this Agreement.

17. This Agreement constitutes the whole agreement between the Employer and the Employee and no representation or statement not expressly contained in this Agreement survives this Agreement or is binding upon either of them, and this Agreement may only be modified by written instrument and as approved by the House of Assembly Management Commission.

18. This Agreement is to be construed in accordance with the laws of the Province of Nova Scotia.

19. The Employee hereby certifies that he/she has reviewed and fully understands the terms of this Agreement.

THIS AGREEMENT MADE in duplicate this _____ day of _____, 20____,

in the presence of :

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Witness

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Employer

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Witness

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Employee

Approved by the House of Assembly Management Commission April 27, 2011

Amended by the House of Assembly Management Commission on January 29, 2013 and January 21, 2016