

1.04 Gender

~~Unless any provision of this Agreement otherwise specifies, words importing to the masculine gender shall include females and vice versa.~~

Replace all references in the collective agreement to "him", "her", "him/her", "himself/herself", "his/her" with "the employer", "the candidate", "the incumbent", "they", "their", "them".

Agreed October 22, 2015

Article 3 – EQUITY AND DIVERSITY

3.01 No Discrimination

The Employer and the Union support the creation of respectful, inclusive workplaces, and value the human rights of all employees. Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any employee on the basis of the prohibited grounds as set out in the Human Rights Act except as authorized by the Civil Service Act, the Human Rights Act, or any other law.

3.02 Equity and Diversity Initiatives

The Employer and the Union are committed to a workplace that is inclusive, free of discrimination, values diversity and is representative of the people of Nova Scotia. The Employer and the Union agree to **strike a committee to meet semi-annually during the term of this Agreement to identify and support initiatives that foster equality equity of opportunity, reasonable accommodations for persons with disabilities** ~~and diversity in the workplace.~~

Agreed October 22, 2015

11.10 Termination Notice

(a) If the employment of an employee appointed to a position on a Probationary, Temporary or Term basis is to be terminated for reasons other than willful misconduct or disobedience or neglect of duty, the Employer or Deputy Head shall advise the employee in writing not less than ten (10) business days prior to the date of termination.

(b) The Employer will notify the Union when an employee is terminated, inclusive of the reason(s) for termination.

Agreed October 22, 2015

21.07 Vacation Carry Over

(a) Except as otherwise provided in this Agreement, vacation leave for a period of not more than five (5) days shall ~~may, with the consent of the Head or the Deputy Head,~~ be carried over to the following year, but shall lapse if not used before the close of that year, **unless the employee requests in writing that the vacation leave be carried over into the Accumulative Vacation Carry Over bank under Article 21.08.** ~~. Requests for carry over entitlement shall be made in writing by the employee to the Deputy Head not later than January 31st of the year in which the vacation is earned, provided however that the Deputy may accept a shorter period of notice of the request. The Deputy Head shall respond in writing within one (1) calendar month of receiving an employee's request.~~

(b) An employee who is unable to take vacation within the vacation year due to illness or injury leave or pregnancy/parental/adoption leave shall be entitled to carry over this unused vacation to the subsequent year.

Agreed October 22, 2015

21.09 Borrowing of Unearned Vacation Credits

On the recommendation of the Deputy Head and with the approval of the Employer, an employee who has ~~been employed in the Public Service for a period of~~ five (5) or more years of service may be granted five (5) days from the vacation leave of the next subsequent year.

Agreed October 22, 2015

22.01 Paid Holidays

Subject to Article 18.05, the holidays for employees shall be:

(a) New Year's Day

(b) Heritage Day

(bc) Good Friday

(ed) Easter Sunday (HSN Pay Plan only)

(de) Easter Monday (All Others)

(ef) Victoria Day

(fg) Canada Day

(gh) Labour Day

(hi) Thanksgiving Day

(ij) Remembrance Day

(jk) Christmas Day

(kl) Boxing Day

(lm) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or, where no such additional day is recognized as a provincial or civil holiday, the first Monday in August.

(mn) one-half (1/2) day on Christmas Eve Day beginning at 12:00 noon

(no) any other day or part of a day declared by the Employer to be a holiday for employees in whole or any part of the Province.

Agreed October 22, 2015

23.02 Bereavement Leave

(a) In the event of a death in the immediate family, every employee shall be entitled to special leave with pay, subject to Article 18.05, for a period of up to five (5) consecutive work days for each death. Immediate family is defined as father, mother, step-parents, brother, half-brother, step-brother, sister, half-sister, step-sister, spouse, child of the employee, father-in law, mother-in law, daughter-in law, son-in law, step child, ward of the employee, grandparent or grandchild of the employee and a relative permanently residing in the employee's household or with whom the employee permanently resides.

(b) Notwithstanding Article 23.02 (a) above, an employee's paid leave entitlement for such circumstances will ~~not expire after~~ ~~prior to the expiration of~~ seven (7) calendar days commencing midnight following the death.

(c) Notwithstanding Articles 23.02 (a) and (b) above, a portion of an employee's paid leave entitlement for such circumstances may extend for up to one (1) year beyond the expiration of seven (7) calendar days commencing midnight following the death, where the employee has obtained approval from their Deputy Head or delegated official at the time of the death to defer a portion of the leave to a later date due to the burial and/or service relating to the death taking place beyond this timeframe.

(ed) Every employee shall be entitled to special leave with pay, subject to Article 18.05, up to a maximum of one (1) work day in the event of death of the employee's brother-in-law or sister-in-law, aunt, uncle, niece, nephew, foster parent, or the grandparent of the spouse of the employee and may be granted up to two (2) days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.

(de) The above entitlement is subject to the proviso that proper notification is made by the employee to his/her Deputy Head or delegated official.

(ef) If an employee is on vacation or sick leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to his/her vacation or sick leave credits.

Agreed October 22, 2015

32.04 Use of Automobile on Employer Business

(a) The Employer has the sole right to determine which employee(s), as a condition of employment, is/are required to provide an automobile for the purposes of carrying out employment functions.

(b) The Employer shall take the following into consideration when determining which employees are required to provide an automobile:

- (1) nature of function;
- (2) can travel be made more economically without substantial impairment of efficiency by other means such as rental vehicle, public transportation, etc.;
- (3) does the employee have control over the demand for transportation, for example, in areas of personal service protection, etc.
- (4) the normal amounts of kilometrage traveled by an incumbent in this position in the previous fiscal year;
- (5) the incidence of usage.

(c) Employees in such classes shall have the option of choosing by ~~on~~ the first of ~~March~~ of each fiscal year (~~April 1~~) which method of payment they prefer; i.e. straight kilometrage or monthly allowance plus kilometrage. **The option they select will be effective on the first of each fiscal year (April 1).**

(d) Existing or new employees who move into a class of employment during the fiscal year, which requires provision of an automobile by the employee, shall have thirty (30) calendar days to opt for his/her preferred method of kilometrage remuneration.

Existing employees who are in a class of employment which requires the provision of an automobile by the employee shall have thirty (30) calendar days to change his/her preferred method of kilometrage remuneration when his/her assignment and kilometers travelled change.

(e) An employee who moves out of a class of employment during the fiscal year, to a new position where provision of an automobile is no longer required, shall revert to straight kilometrage rates on the effective date of the job change if he/she has been in receipt of monthly allowance provisions.

(f) If an employee is designated as being required to provide an automobile and has exercised the option of monthly allowance plus kilometrage there will be no reduction in monthly allowance if the employee:

- (1) is on vacation;
- (2) has been granted special leave with pay for a period of thirty (30) calendar days or less;
- (3) has been granted sick leave for a period of thirty (30) calendar days or less;
- (4) is on special leave without pay, provided however, that the monthly allowance will be reduced in proportion to the number of days in the month which the special leave was granted.

(g) (i) An employee designated as being required to provide an automobile for his/her employment function must have the vehicle available for use at all times.

(ii) Where an employee has been required to provide an automobile for the purpose of carrying out employment functions, and where the Employer determines that provision of an automobile by the employee is no longer required, the Employer shall provide six (6) months notice of the end of the requirement.

Agreed October 22, 2015

37.14 Notice of Layoff

(a) Forty (40) work days notice of layoff shall be sent by the Employer to the Union and the employee(s) who is/are to be laid off, except where a greater period of notice is provided for under (b) below.

(b) Where the Employer lays off ten (10) or more persons within any period of four (4) weeks or less, notice of layoff shall be sent by the Employer to the Union and employees who are to be laid off, in accordance with the following:

(1) forty (40) work days if ten (10) or more persons and fewer than one hundred (100) persons are to be laid off;

(2) sixty (60) work days if one hundred (100) or more persons and fewer than three hundred (300) are to be laid off;

(3) eighty (80) work days if three hundred (300) or more persons are to be laid off.

(c) Notices pursuant to this section shall include the effective date of layoff and the reasons therefore.

(d) An employee in receipt of layoff notice shall be entitled to exercise any of the following options:

(1) to exercise placement/displacement rights in accordance with the procedures set out in Article 37.16; or

(2) to accept layoff and be entitled to recall in accordance with Article 37.18.

(3) to resign with severance pay in accordance with Article 37.20.

An employee who intends to exercise placement/displacement rights pursuant to (d)(1) above will indicate such intent to the Employer within ~~ten (10) calendar~~ **five (5) business** days following receipt of the layoff notice. If the employee does not indicate such intent within this period, he/she will be deemed to have opted to accept layoff in accordance with (d)(2) above.

Agreed October 22, 2015

37.18 Recall Procedure

(a) Employees who are laid off shall be placed on a recall list.

(b) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, employees placed on the recall list shall be recalled by order of seniority to any position in any Department, Board, Commission or Agency for which the employee is deemed to be qualified. Positions pursuant to this section shall include all positions in the Civil Service bargaining units represented by the Union.

(c) The Employer shall give employees notice of recall opportunities by telephone or email. ~~by registered mail to the employee's last recorded address.~~ Employees are responsible for keeping the Employer informed of their telephone number and email address. ~~current address.~~

(d) The employee will have a maximum of two (2) business days to notify the employer if they wish to be recalled to the position offered.

~~(de)~~ Where an employee accepts to be recalled to the position offered, they will be sent a letter by courier or registered mail confirming their start date (where that date has been agreed upon by the employee and the hiring manager) or advising that they ~~An employee entitled to recall~~ shall return to the services of the Employer within two (2) weeks of the date that this letter is received by the ~~employee notice of recall,~~ unless on reasonable grounds he/she is unable to do so. An employee who has been given notice of recall may refuse to exercise such right without prejudicing the right to any future recall, except in the case of recall to the employee's same position classification title, or position classification title series, the same geographic location at the time of layoff, the same percentage designation and, in the case of seasonal employees, with the same seasonal period, in which event he/she will be struck from the recall list. However, an employee's refusal to accept recall to his/her same position classification title, or position classification title series, within the same geographic location at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which he/she is employed elsewhere.

(ef) Employees on the recall list shall be given first option of filling vacancies normally filled by casual workers, providing they possess the necessary qualifications, skills and abilities, as determined by the Employer, reflecting the functions of the job concerned. The acceptance of such casual work shall not in any way alter or affect the employee's employment status, and they shall be eligible for all associated rights and benefits under the collective agreement. During such periods of casual work, the employee shall remain on the recall list, and once the casual work is completed, the employee shall remain on layoff without the need for any further layoff notice.

Agreed October 22, 2015

Article 41 – Job Sharing

41.10 Pension

Pursuant to Article 35 of the Agreement, employees shall continue to be covered by the provisions of the Public Service Superannuation Act. During the job-sharing period, an employee's pensionable service will be in accordance with service credits accumulated pursuant to Article ~~40.07~~ **41.07** and his/her pensionable earnings will be based upon the gross salary received for the period of pensionable service earned.

Agreed October 22, 2015

APPENDICES 1, 2, 3

Appendices 1, 2 and 3 require amendment to reflect changes in classifications and pay grades agreed to by the parties since the signing of the last collective agreement. The Employer will provide a list to the Union for its review.

Agreed October 22, 2015

Appendix 4 – Long Term Disability Plan

Replace LTD Plan with updated/current plan text.

Agreed October 22, 2015

APPENDIX 5 - DEPARTMENTS, AGENCIES, BOARDS & COMMISSIONS

DEPARTMENTS

Agriculture
Business
Communities, Culture and Heritage
Community Services
~~Economic and Rural Development and Tourism~~
Education and Early Childhood Development
Energy
Environment
Finance and Treasury Board
Fisheries and Aquaculture
Health and Wellness
Intergovernmental Affairs
Internal Services
Justice
Labour and Advanced Education

Municipal Affairs

Natural Resources

Public Service Commission

Seniors

Service Nova Scotia

~~Service Nova Scotia & Municipal Relations~~

Transportation and Infrastructure Renewal

AGENCIES, BOARDS, & COMMISSIONS

Aboriginal Affairs

Acadian Affairs

African Nova Scotian Affairs

Advisory Council on the Status of Women

Alcohol and Gaming Authority

Chief Information Office

Communications Nova Scotia

Disabled Persons Commission

Emergency Management Office

Executive Council Office

Gaelic Affairs

Government House

Human Rights Commission

~~Office of Aboriginal Affairs~~

Office of the Auditor General

Office of Immigration

Office of the Legislative Counsel

Office of the Ombudsman

Office of the Premier

Office of the Speaker

Public Prosecution Service

Securities Commission

~~Sydney Tar Ponds Agency~~

Utility and Review Board

Workers' Compensation Appeals Tribunal

Youth Secretariat

Agreed October 22, 2015

Civil Service Collective Bargaining
Employer Response
November 4, 2015

10.01 Copies of Agreement

The Employer agrees to post an electronic version of this Agreement on the Employer's website **and to provide five hundred (500) copies to the Union** after the signing of the Agreement. ~~supply each employee with a copy of the Agreement within ninety (90) days of the signing unless the Employer and the Union agree otherwise.~~ **The Employer and Union agree to share the cost of printing the five hundred (500) copies.**

In work locations where electronic access is not available, the Employer agrees to provide a bound copy of the Agreement within ninety (90) days of the signing of the Agreement unless the Employer and the Union agree otherwise. The Employer further agrees to provide a bound copy of the Agreement to any employee upon their request.

10.06 Position Descriptions

(a) A new employee or an employee who is appointed to a new position shall receive, upon commencement in the new position, information related to his/her role and the work environment, and be provided a position description outlining the duties and responsibilities assigned to his/her position.

(b) The Employer shall endeavour to ensure that position descriptions are reviewed and revised where necessary at periodic intervals but under no circumstances will that interval be in excess of five (5) years. Once the review and revision has been concluded, the affected employees (s) shall be provided a copy of the position description.

(c) All position descriptions shall be **approved and dated** ~~signed~~ by the Public Service Commission and copies shall be forwarded to the Union.

13.03 Job Posting

a) When a new position or vacancy in the bargaining unit is to be filled by job posting, the Employer shall post electronically, for a minimum of fourteen (14) calendar days, notice of such new position or vacancy. In work locations where electronic job postings are not possible or practical, job postings will be placed in a visible location.

b) Applicants for all new positions or vacancies to be filled by job posting shall be considered separately in the following sequence: expression of interest, internal competition, external competition. The Employer reserves the right to post simultaneously for expressions of interest, internal competition and external competition.

c) The Union and Employer may agree that job postings be restricted to aboriginal ~~persons~~, racially visible persons, persons with disabilities, **African Nova Scotians** and/or ~~women and men~~ **other persons** in non-traditional roles. **The Union shall agree or disagree with the Employer's request to restrict the job posting within twenty-five (25) business days of the Employer providing the Union with the rationale, departmental seniority list of the impacted classification and applicable organizational chart.**

d) Where no bargaining unit applicant is determined to be qualified by the Employer, the Employer may proceed to consider applicants from outside the bargaining unit.

e) In the event that a vacancy arises in the same classification, within the same geographic location and the same department within a four (4) month period of the closing date of an expression of interest or job competition, the Employer is not required to post the vacancy. The position may be filled through a prior or existing expression of interest or job competition during this period.

Civil Service Collective Bargaining
November 10, 2015
Employer Response

21.04 Vacation Scheduling

(a) Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The employee shall advise the Deputy Head or delegated official in writing of his/her vacation preference as soon as possible for the following vacation year but before February 15th in each year. The Deputy Head will respond in writing by March 15th indicating whether or not the employee's vacation request is authorized.

(b) Preference of vacation schedule shall be given to those employees with greater length of service as defined in Article 1.02; however, those employees must be transferred into the work unit for six (6) months before they can use length of service to provide priority for use of vacations. **This does not apply where employees are returning to their original work unit from a temporary or term position in a different work unit.** Notwithstanding the foregoing, an employee shall not be permitted to use length of service upon transfer into the work unit where it results in the displacement of another employee's approved vacation.

~~This provision is effective August 26, 2013. TBD (signing of the agreement).~~

ARTICLE 34 – PUBLIC SERVICE AWARD

34.01 Public Service Award

(a) **Subject to Article 34.02(a) below**, aAn employee **who was employed on or before April 1, 2015 and who ceases to be employed after April 1, 2015** either by retirement or resignation from employment, and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the Public Service Superannuation Act, shall be granted a Public Service Award equal to one (1) week’s pay for each year of full-time service to a maximum of twenty-six (26) years. The amount will include a pro-rated payment for a partial year of service.

(b) The amount of Public Service Award provided under Article 34.01 (a) shall be calculated by the formula:

$$\frac{\text{Annual Salary}}{52} = 1 \text{ week}$$

52

34.02 Entitlement

(a) The entitlement of an employee to a Public Service Award shall be based on an employee’s total service as defined in Article 1.02 **as of April 1, 2015. Employees hired after April 1, 2015, whether or not they have previous service, shall not be entitled to a Public Service Award.**

(b) In addition to the months of service upon which an employee’s Public Service Award is calculated, the months of prior war service purchased by an employee in accordance with the amendment of Section 11 of the Public Service Superannuation Act shall be included as months of service for the purpose of the Public Service Award entitlement calculation.

(c) An employee who resigns in accordance with the provisions of Article 37 is not entitled to a Public Service Award.

34.03 Death Prior to Retirement

Where an employee dies and he/she would have been entitled to receive a Public Service Award if he/she had retired from the Employer immediately before his/her death, the Public Service Award to which he/she would have been entitled shall be paid:

(a) to his/her beneficiary under the Group Life Insurance Policy, or

(b) to his/her estate if there is no such beneficiary.

.....

34.05 Calculation of Award

The salary which shall be used to calculate the amount of the Public Service Award in accordance with this Article shall be the salary which the employee was receiving on the date of the termination of his/her employment or the salary used in the calculation of a pension under the Public Service Superannuation Act, whichever is greater.



ARTICLE 43 – CLASSIFICATION AND RECLASSIFICATION

43.01 Classification and Salary Adjustments

(a) When a new or substantially altered classification covered by this Agreement is introduced, whether or not the classification has been created or substantially altered during the current collective agreement or a previous collective agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer may implement a new classification and attach a salary to it, providing that the Union is given ten (10) business days' written notice in advance.

(b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, the Union may refer the matter to a single Adjudicator, established in accordance with ~~Sections 34 and 35 of~~ the Civil Service Collective Bargaining Act, who shall determine the new rate of pay.

(c) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the Adjudicator but, in any event, not earlier than the date of implementation of the new classification, or in the case of a substantially altered classification, not earlier than twenty-five (25) days before the Union filed a grievance in the matter.

43.02 Classification Appeal Procedure

An employee shall have the right to appeal the classification of the position **they he/she occupies**. Such an appeal shall be in accordance with the provisions of this Article and shall not be considered a grievance under Article 29 of the Agreement. The provisions of Articles 17.06 and 17.07 shall apply in respect to the appeal procedures set out in this Article.

(a) If an employee believes that the position **they he/she occupies** is improperly classified, **they may submit a classification appeal in writing to the Public Service Commission.** ~~he/she will discuss the classification with his/her immediate supervisor.~~

(b) ~~The Deputy Head or delegated official shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.~~

(c) ~~If there is a dispute between the supervisor and the employee concerning the classification of the position the employee occupies, or if the employee believes there is a conflict between the classification standards or position description and the statement of duties, the employee may initiate a formal appeal in writing to the Deputy Head of his/her Department. The Deputy Head shall respond in writing to the employee within fifteen (15) business days of the receipt of such appeal.~~

(bd) ~~If there remains a dispute respecting the classification, the employee may submit the appeal to the Public Service Commission. Within sixty (60) business days of the date of the submission, the Public Service Commission shall review the appeal and respond in writing with an explanation of its decision.~~

(e) If the foregoing procedure does not lead to a satisfactory resolution, the matter may be submitted to the Classification Appeal Tribunal who shall make a final and binding decision in accordance with the procedures set out in this Article.

(f) An employee shall have the right of Union representation in respect to any appeal submitted to or proceeding before the Tribunal.

(g) The time limits referred to in this Article will only apply to disputes arising subsequent to the date of signing this Agreement, and may be extended by mutual agreement.

(h) The effective date of any resulting upward revision in classification shall be the first day of the bi-weekly period immediately following the date of receipt by the **Public Service Commission** ~~Deputy Head~~ of the employee's written appeal submitted pursuant to 43.02(ae).

43.03 Classification Appeal Tribunal

(a) A Classification Appeal Tribunal shall be established to make a final and binding decision on a dispute concerning the classification of the position an employee occupies.

(b) The Classification Appeal Tribunal shall be comprised of three (3) members. One member of the Tribunal shall be nominated by the Public Service Commission, and one member shall be nominated by the Union. The third member, who shall be the chairperson, shall be appointed on the mutual agreement of the parties. If the parties fail to agree upon the chairperson within thirty (30) business days of the signing of this Agreement, or within thirty (30) days of a vacancy in the position of chairperson, the chairperson shall be appointed by the Civil Service Employee Relations Board.

(c) The members of the Tribunal shall be appointed for a term of office not exceeding five (5) years. Upon expiration of a member's term of office he/she may be re-appointed for a term not exceeding five (5) years. The re-appointment of a member or the appointment of his/her successor shall be in accordance with the provisions set out in 43.03(b) above.

(d) Notwithstanding the provisions of 43.03 (c), the chairperson of the Tribunal shall be replaced at the request of either party and any other member of the Tribunal shall be replaced at the request of the party nominating that member. Such replacement shall be made in accordance with the provisions of 43.03(b).

(e) The members of the Tribunal shall be paid remuneration as may be fixed by the Governor-in-Council, and actual and reasonable expenses as may be incurred by them in the discharge of their duties.

(f) The Tribunal shall within thirty (30) business days of the receipt of an appeal, review the appeal and may hold a hearing on the appeal. If either party to the Agreement requests a hearing, such hearing shall take place in accordance with the procedure set out in this Article.

(g) The Tribunal shall decide the issue of the proper classification for the position in question based on the existing classification system.

(h) The Tribunal may determine its own procedure and shall have the power to issue such orders, notices, directives, declarations as it considers necessary, and such other powers conferred upon an

arbitrator under the provisions of the Arbitration Act but in no case shall such order notice, directive or declaration be contrary to this Agreement, specifically 43.02 (h) herein.

(i) The Tribunal shall not:

- (1) alter any position descriptions and/or classification standards determined by the Employer;
- (2) entertain an appeal based solely on the grounds of the inadequacy of the pay rates negotiated for the classification assigned to the position occupied by the appellant employee;
- (3) entertain an appeal in respect to a position that has been considered by it within the previous twelve (12) months, except where the appellant can demonstrate in writing that there has been a substantial change in the duties, responsibilities or requirements of that position.

(j) A decision of the majority shall be the decision of the Tribunal. Where there is no majority decision, the decision of the chairperson shall be the decision of the Tribunal.

(k) The Tribunal shall render its decision on a dispute under this Article within sixty (60) business days of the matter being submitted to it, or at such later time as may be mutually agreed by the parties.

(l) The Tribunal shall communicate its decision and reasons therefore in respect to the appeal in writing to the employee, the Employer and the Union.

(m) The decision of the Tribunal is final and binding on all parties and no employee shall have grievance rights in respect of a decision of the Tribunal.

Civil Service Collective Bargaining
Employer Counter Proposal
November 13, 2015

Wages (Term of the Agreement – April 1, 2015 – March 31, 2019)

April 1, 2015 – 0% economic adjustment

April 1, 2016 – 0% economic adjustment

April 1, 2017 – 1% economic adjustment

April 1, 2018 – 1.5% economic adjustment

March 31, 2019 – 0.5% economic adjustment

38.01 Rates of Pay

The rates of pay as set out in the Appendices containing the pay plans for each of the bargaining units shall form part of this Agreement and include the following economic adjustments as agreed to by the parties:

April 1, 2015	0%
April 1, 2016	0%
April 1, 2017	1%
April 1, 2018	1.5%
March 31, 2019	0.5%

ARTICLE 44 – TERM OF AGREEMENT

44.01 Duration and Renewal

This Agreement shall be in effect for a term beginning from April 1, 2015~~2~~ to March 31, 2019~~15~~ and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party in the last sixty (60) calendar days prior to the expiration of this Agreement or any renewal thereof.

*44.02 Effective Date of Agreement

Unless otherwise stipulated in this Agreement, revisions to the Articles of this Agreement shall be effective from and after **[date of signing]** ~~September 3, 2013~~.

***44.03 Retroactive Pay for Terminated Employees**

Employees who have left their employment in the bargaining unit between April 1, 2015~~2~~ and **[date of signing]** ~~September 3, 2013~~ shall be entitled to full retroactivity of any applicable wage increase. Such employees shall be given written notice by registered mail sent by the Employer to the employee's last known address given to the Employer, that the employee has sixty (60) calendar days in which to claim any retroactive payment.