

**CIVIL SERVICE
MASTER AGREEMENT
EMPLOYER PROPOSALS
OCTOBER 21, 2015**

NOTE: This document contains strikeout and bolded changes, denoting language which the Employer proposes to be deleted and/or added.

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”.

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.

10.01 Copies of Agreement

The Employer agrees to post an electronic version of this Agreement on the Employer's website 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.~~

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** ~~signed~~ by the Public Service Commission and copies shall be forwarded to the Union.

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.

11.14 Permanent Employees Appointed to Term Positions

(a) Permanent employees who are appointed to term positions shall maintain their permanent status and have the right to return, at the expiry of the term assignment, to a permanent position in their same classification, same department and same geographic location. Such employees shall be entitled to ten (10) business days written notice in the event there is to be an earlier expiry date of the term appointments.

(b) Notwithstanding (a) above, permanent employees who are appointed to term positions for a duration of (12) twelve months or less, shall maintain their permanent status and have the right to return, at the expiry of the term assignment, to a permanent position in their same classification, same department and same geographic location, provided their permanent department approves such leave based on operational requirements. Such approval shall not be unreasonably withheld. Such employees shall be entitled to ten (10) business days written notice in the event there is to be an earlier expiry date of the term appointments.

~~(b)~~ (c) Provided there is no present incumbent, and where the term exceeds twenty-four (24) months or the position is determined permanent prior to twenty-four (24) months, the Employer shall declare as the incumbent the employee who occupies that term position, unless the employee chooses to return to a permanent position in their same classification, same department, same geographic region or unless the parties agree otherwise.

ARTICLE 13 – RE-ASSIGNMENT, **TRANSFER** AND JOB VACANCIES

13.01 Re-Assignment

(a) Notwithstanding any other provision in this collective agreement, the Employer has the right to assign or re-assign employees or work as required within the same classification, same department, and same geographic location as defined in Article 37. The Employer shall not exercise the right to assign or re-assign in an unreasonable or arbitrary manner.

(b) Notwithstanding any other provision in this collective agreement, the Employer has the right to transfer an employee with their position to another department within their geographic location
~~assign or re-assign employees or work as required within the same classification, same department, and same geographic location as defined in Article 37. The Employer shall not exercise the right to assign or re-assign~~
transfer in an unreasonable or arbitrary manner.

~~(b)~~ (c) Where consistent with the operational requirements of the Employer, expressions of interest for assignment or reassignment **or transfer** may be invited by the Employer.

(d) The Employer will notify the Union of all employees reassigned **or transferred** pursuant to this provision.

~~(d)~~ (e) An employee who does not wish to accept a reassignment **or transfer** on the basis that it will result in undue hardship may discuss his/her concern with his/her immediate supervisor through the established informal step in the grievance procedure.

~~(e)~~ (f) Before a grievance on reassignment **or transfer** is referred to adjudication, the circumstances are to be reviewed by the Technological Change Committee.

Article 13.02 Expression of Interest

a) For the purposes of this article, an “expression of interest” is a process for filling a vacancy with a qualified employee within the same classification and same department. An expression of interest will identify the duties and the office location of the position(s).

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, prior to filling new positions or vacancies by job competition, the Employer will invite employees within the same classification and the same department to submit an expression of interest. Where more than one expression of interest is received, the employee with the greatest length of service will fill the position.

c) Employees, who have completed their probationary period are eligible to apply for an expression of interest within the same classification and same department provided that they are:

(i) A permanent full-time or part-time employee, including a permanent full-time or part-time employee who is working in a temporary or term position; or

(ii) A seasonal employee; or

(iii) A permanent full-time employee, part-time employee or seasonal employee working in a temporary or term position who applies for an expression of interest in the same department as his/her temporary or term position and in the same classification as his/her temporary or term position.

d) A term employee who has completed twelve (12) continuous months of service with the Employer is eligible to apply for an expression of interest within the same classification and same department.

Article 13.02 (b), (c), and (d) are effective August 26, 2013.

e) A temporary employee is not eligible to apply for an expression of interest.

f) Where one eligible employee applies for an expression of interest, the employee will be transferred to the position provided the Employer determines he/she is qualified according to Article 13.02(b). Where more than one eligible employee applies for an expression of interest, the employee with the greatest length of service will be transferred to the position provided the Employer determines he/she is qualified according to Article 13.02 (b).

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 **restrict** ~~agree that~~ job postings be restricted to aboriginal ~~person~~ **persons**, racially visible persons, persons with disabilities, **African Nova Scotians** and/or ~~women and men~~ **other persons** in non-traditional roles, **provided that the union is given ten (10) business days' written notice in advance.**
- 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 an **eight (8)** ~~four (4)~~ month period of the closing date of a ~~an expression of interest or job competition~~, the Employer is not required to **repost** the vacancy. The position may be filled through a prior or existing ~~expression of interest or job competition~~ during this period.

13.04 Hiring Pool

a) Where the Employer anticipates that ongoing vacancies will arise for positions

1) within a specific classification, and

2) within the same department, and

3) which may be within multiple geographic locations,

the Employer may create a hiring pool.

b) The Employer shall post, for a minimum of fourteen (14) calendar days, notice of the creation of a hiring pool.

c) The Employer reserves the right to post simultaneously for ~~expression of interest~~, internal competition and external competition to create the hiring pool.

d) When vacancies arise in the position(s) for which the hiring pool has been created, the Employer shall offer the position(s) to qualified candidates from within the hiring pool in the following sequence: ~~expression of interest~~, internal competition, external competition.

e) The hiring pool exists to fill vacancies for ~~an four (4)~~ **eight (8)** month period from the date the hiring pool is approved by the Employer. The Employer is not required to repost for ~~either an expression of interest or~~ a job competition during this period unless the position which becomes vacant is different than the position for which the hiring pool has been created.

13.05 Filling Vacancies

Where it is the opinion of the Employer that:

(a) a vacancy can be filled from within, and

(b) two or more applicants are qualified, and

(c) those applicants are of equal merit, preference in filling that vacancy shall be given to the applicant with the greatest length of service.

In the event that those applicants have an equal length of service, in accordance with Article 1.02, preference in filling that vacancy shall be given to the applicant **who is an Aboriginal person, African Nova Scotian or other racially visible person, person with a disability and/or other persons in a non-traditional role. Where there are no applicants from these designated groups, preference in filling that vacancy shall be given to the applicant** with the earliest date of hire. However, where an employee was hired, left the employ of the Province, and was later rehired, the most recent date of hire, rather than the earliest date of hire, will be the date applied. For the purposes of this article, a seasonal layoff does not constitute leaving the employ of the Province. Where the applicants have the same earliest date of hire, a method of chance will be used to break the tie.

ARTICLE 14 – TEMPORARILY WORKING IN AN EXCLUDED POSITION

(a) Where an employee successfully competes for an excluded position **or is seconded to an excluded position** and takes an approved leave from his/her bargaining unit position to work in an excluded position, the employee has a right to return to his/her bargaining unit position at the expiry of the excluded position.

(b) While in the excluded position, the employee shall not pay Union dues nor shall the Union have a duty to represent the employee in any matter arising out of his/her excluded position. However, the Union reserves the right to represent the employee in relation to his/her right to return to his/her bargaining unit position.

(c) Should the employee apply for a bargaining unit position while on an approved leave from his/her bargaining unit position, the employee shall be considered an internal applicant.

19.09 Overtime on Second Day of Rest

(a) Subject to (b) below, An employee who is required to work overtime on his/her second day or subsequent day of rest is entitled to compensation at double time for all hours worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive or contiguous calendar days of rest.

(b) Notwithstanding Article 19.01(a), where an employee does not work all hours in their regular work day or regular work week, overtime worked on a second or subsequent day of rest shall be compensated in accordance with Article 19.04.

20.06 Standby – Natural Resources

Where employees ~~employed by~~ **of** the Department of Natural Resources **who perform fire suppression and related activities** are required by an official of the Department of Natural Resources to be available for immediate work, the period of such availability shall be called “standby time”, and upon the certificate of the Deputy Head as to the amount of and reason for such standby time, such persons shall be entitled to compensation or leave with pay for one-third (1/3) of their standby time.

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).**

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.

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.

22.01 Paid Holidays

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

(a) New Year's Day

(b) Heritage Day

~~(b)~~ (c) Good Friday

~~(c)~~ (d) Easter Sunday (HSN Pay Plan only)

~~(d)~~ (e) Easter Monday (All Others)

~~(e)~~ (f) Victoria Day

~~(f)~~ (g) Canada Day

~~(g)~~ (h) Labour Day

~~(h)~~ (i) Thanksgiving Day

~~(i)~~ (j) Remembrance Day

~~(j)~~ (k) Christmas Day

~~(k)~~ (l) Boxing Day

~~(l)~~ (m) 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.

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

~~(n)~~ (o) 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.

ARTICLE 23 – SPECIAL LEAVE

23.01 Special Leave

The Employer, in any one year, may grant to an employee:

(a) special leave without pay, for such a period as it deems circumstances warrant;

~~(1) Health and Dental and Group Life Insurance~~

~~An employee who is granted a special leave without pay shall provide the Employer with payment for his/her portion of health and dental and group life insurance (Basic and Optional Life) premiums, for the entire duration of his/her leave, in advance of the commencement of the employee's leave by post-dated cheques, money order or payroll deduction.~~

~~(2) Pension~~

~~An employee who is granted a special leave without pay may provide the Employer with payment for his/her portion of pension premiums, for partial or full duration of his/her leave, by postdated cheques, money order or payroll deduction. If payment is not received, participation in the Pension Plan will cease for the time period for which premiums have not been received. Subject to eligibility and Pension Plan rules, the employee may also apply to buy back pension.~~

~~(3) Failure to Make Payment~~

~~Where an employee fails to provide the Employer with the required payment for his/her portion of health and dental or group life insurance or pension benefit premiums, the benefit(s), for which payment has not been received, shall cease effective the start date of the leave and until such time as the employee returns to work and the employee and Employer resume payment of benefit premiums/contributions. Where an employee's post-dated cheque fails to cover the required premium by the appropriate payment date or where a cheque is returned due to insufficient funds, the Employer will contact the employee by registered mail at his/her last known address. If the employee does not make the payment by money order or certified cheque, inclusive of any arrears, within fourteen (14) calendar days of the date of the registered letter, benefits will cease retroactive to the last date for which premiums were paid by the employee.~~

~~(4) Long Term Disability~~

~~An employee who is granted a special leave without pay shall provide the Employer with payment for his/her portion of LTD premiums for the entire duration of his/her leave. Payment for LTD premiums must be completely paid in advance for the period of the leave, otherwise the leave will not be granted.~~

~~Where an employee is granted a special leave without pay and, during the leave period, is employed by another employer who requires participation in the NSPS Long Term Disability plan, the employee will not be required to make duplicate premium payments and the requirements of Article 23.01 (a)(4) shall not apply. The employee shall provide the Employer with confirmation of his/her alternate coverage.~~

~~Where an employee is granted a special leave without pay and, during the leave period, is employed by another employer who requires participation in any long term disability plan, the employee may opt out~~

of the NSPS Long Term Disability plan and the requirements of Article 23.01 (a)(4) shall not apply. The employee shall provide the Employer with confirmation of his/her alternate coverage.

(b) special leave with pay for reasons other than those specified herein, for such period as it deems circumstances warrant.

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NEW 23.22 Payment of Benefit and Pension Premiums Prior to Leaves Without Pay

(a) Subject to (d) below, an employee who is granted a leave without pay shall provide the Employer with payment for their portion of health and dental, group life insurance (Basic and Optional) and LTD premiums, for the entire duration of the unpaid portion of their leave. For clarity, this applies to special, pregnancy, parental, adoption, military, education and STI exhausted leaves.

Such payment shall be made in advance of the commencement of the employee's leave by post-dated cheques.

(b) Where an employee fails to provide the Employer with their portion of benefit premiums, the employee's benefit coverage shall cease effective the start date of the leave and until such time as the employee returns to work and resumes payment of the benefit premiums. For the Optional Life insurance benefit, re-admittance into the Plan is subject to approval by the insurer.

(c) Where an employee's post-dated cheque fails to cover the required premiums by the appropriate payment date or where a cheque is returned due to insufficient funds, the Employer will contact the employee by registered mail at their last known address. If the employee does not make the payment by money order or certified cheque, inclusive of any arrears, within fourteen (14) calendar days of the date of the registered letter, benefit coverage will cease retroactive to the last date for which premiums were paid by the employee.

(d) Where an employee is granted a leave without pay and, during the leave period, is employed by another employer who requires participation in the NSPS Long Term Disability plan, the employee will not be required to make duplicate premium payments and the requirements of Article 23.22(a) shall not apply with respect to the LTD premium. The employee shall provide the Employer with confirmation of their alternate coverage in advance of the leave.

Where an employee is granted a leave without pay and, during the leave period, is employed by another employer who requires participation in any long term disability plan, the employee may opt out of the NSPS Long Term Disability plan and the requirements of Article 23.22 (a) shall not apply with respect to the LTD premium. The employee shall provide the Employer with confirmation of their alternate coverage in advance of the leave.

(e) An employee who is granted a leave without pay may provide the Employer with payment for their portion of pension premiums, for partial or full duration of their leave, by postdated cheques. If payment is not received, participation in the Pension Plan will cease for the time period for which premiums have not been received. Subject to eligibility and Pension Plan rules, the employee may apply to buy back pension upon their return to work.

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.

(~~d~~) 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.

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

(~~f~~) 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.

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.

ARTICLE 34 – PUBLIC SERVICE AWARD

34.01 Public Service Award

(a) **Subject to Article 34.02(a) below,** an 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:

Annual Salary on April 1, 2015 = 1 week

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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 ~~to his/her estate.~~

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

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

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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 April 1, 2015.** ~~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.

36.07 ~~Video Display Terminals and Other Equipment~~ Impacting Health of Pregnant Employee or Fetus

~~(a) An employee who is required to work at a Video Display Terminal (VDT) for fifty percent (50%) or more of the normal work week shall be entitled to have his/her eyes examined by an Ophthalmologist prior to operating such equipment and once per year thereafter. The Employer shall, where required, pay the costs of such examinations or tests where not covered by a medical plan provided by the Employer.~~

(b) A pregnant employee who works with machinery or equipment which may pose a threat to the health of either the pregnant employee or her fetus, may request a job reassignment for the period of pregnancy by forwarding a written request to the employee's immediate supervisor along with a certificate from a duly qualified medical practitioner certifying she is pregnant and the medical basis on which a threat may exist. Upon receipt of the request, the Employer, where possible will assign the pregnant employee to an alternate position and/or classification or to alternate duties.

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.

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.

38.10 Acting Pay

(a) Where an employee is designated to perform for a temporary period of three (3) or more consecutive work days, the principal duties of a higher position, he/she shall receive payment of acting pay, including the three (3) work days, equivalent to ten percent (10%) higher than his/her existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.

(b) Where an employee is designated to perform for a temporary period of three (3) or more consecutive work days, the principal duties of a higher position, for which he/she is not fully qualified, he/she shall receive payment of acting pay, including the three (3) work days, equivalent to five percent (5%) higher than his/her existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.

~~(b)~~ (c) Acting assignments shall not exceed a period of four (4) months except in accordance with (ed) below.

~~(c)~~ (d) An employee's acting assignment may be extended beyond four (4) months where circumstances, unanticipated at the commencement of the assignment, and operational considerations require an extension of the acting assignment beyond the four (4) months.

~~(d)~~ (e) Acting pay provisions shall not apply in series classifications of positions.

~~(e)~~ (f) Acting pay provisions do not preclude the right of the Deputy Head to assign duties of any employee among remaining employees of the work unit where temporary absences occur.

~~(f)~~ (g) An employee who is appointed to an excluded position on an acting basis shall remain in the bargaining unit for the duration of the acting position.

~~(g)~~ (h) Calculation of the qualifying period for acting pay under Article 38.10 is subject to Article 18.05, Conversion of Hours.

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.

ARTICLE 43 – CLASSIFICATION AND RECLASSIFICATION

43.01 New 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.
- (b) The Employer may implement a new classification and attach a salary to it, provided ~~ed~~ that the Union is given ten (10) business days' written notice in advance.
- (c) 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.
- (d) 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 Substantially Altered Classification

- (a) ~~When a new or~~ **Where the union believes that an entire** ~~substantially altered~~ classification covered by this Agreement **has been substantially altered**, whether or not the classification has been ~~created or~~ substantially altered during the current collective agreement or a previous collective agreement, **the union may file a grievance in accordance with Article 29.09 detailing the substantial alteration.** **Where the Employer agrees that a classification has been substantially altered**, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (b) If the parties are unable to agree **that a classification has been substantially altered and/or** 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.

43.03 Classification Appeal

- (a) Where an employee believes the position they occupy on a permanent basis is no longer classified appropriately due to changes in the position implemented during the term of the current or a previous collective agreement, the Union may submit a classification appeal in writing to the Public Service Commission detailing the change in the duties, responsibilities and/or requirements of the position and shall identify the position and classification felt to be most appropriate by the Union. The Public Service Commission shall review the appeal and respond in writing. Where the Public Service Commission determines that a reclassification is warranted, such reclassification shall be subject to negotiations between the Employer and the Union.
- (b) Notwithstanding (a), the Employer may reclassify an employee, provided that the Union is given ten (10) business days' written notice in advance.
- (c) At any point in the process, the Deputy Head or delegated official shall, upon request, provide the employee and Union with a position description outlining the duties and responsibilities assigned to the position.
- (d) If the parties are unable to agree on a resolution to the classification appeal, 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 proper classification for the position subject to (e) below.
- (e) The Adjudicator:
 - i. Shall decide the issue of the proper classification for the position based on the existing classification system;
 - ii. Shall not alter any position description and/or classification standard determined by the Employer;
 - iii. Shall not entertain a classification appeal in respect to a position that has already been adjudicated within the previous twelve (12) months, except where the employee can demonstrate in writing that there has been a substantial change in the duties, responsibilities and/or requirements of their position since the time of the prior adjudication;
 - iv. Shall not entertain an appeal based solely on the grounds of the inadequacy of the pay rate negotiated for the classification assigned to the employee's position.
- (f) The reclassification 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. in the case of a substantially altered classification,~~ not earlier than twenty-five (25) days before the classification appeal was filed.

43.02 Classification Appeal Procedure

~~An employee shall have the right to appeal the classification of the position 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 he/she occupies is improperly classified, 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.~~

~~(d) 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 Deputy Head of the employee's written appeal submitted pursuant to 43.02(c).~~

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.~~

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, 2020~~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.

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.

Appendix 4 – Long Term Disability Plan

Replace LTD Plan with updated/current plan text.

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

MEMORANDUM OF AGREEMENT #2—ARTICLE 37

This Memorandum of Agreement shall be effective from the date of signing of this tentative agreement until the signing of the next Collective Agreement.

~~Notwithstanding Article 37, an employee whose position has become redundant, whose position has been relocated or who would otherwise receive a notice of layoff may not be laid off except as provided in Clause 4.3 of this Memorandum, but may:~~

- ~~a) Exercise the placement and displacement rights under Article 37 of the Collective Agreement;~~
- ~~b) Accept a voluntary layoff and be entitled to recall in accordance with Article 37;~~
- ~~c) Voluntarily resign with severance pay in accordance with Article 37.20.~~

1.0 VOLUNTARY RELOCATION / VOLUNTARY RESIGNATION & SEVERANCE

1.1 Application

~~Where an employee has opted to exercise placement and displacement rights under Article 37 of the Collective Agreement and, after consulting with the Union, the Employer concludes that it is unlikely the Employer will have sufficient vacancies to affect placement in accordance with Article 37.16, the following provisions shall apply.~~

1.2 Voluntary Relocation

~~(a) Where positions have been relocated, the Employer shall ask for volunteers from the same classification, same department, and same geographic location as the employee whose position has been relocated, who wish to relocate and be offered relocation expenses in accordance with the Collective Agreement. The call for voluntary relocation may include further calls for voluntary relocation from a broader range of employees where an insufficient number of employees have volunteered. The Employer shall consult with the Union on the scope of such further calls for voluntary relocation under this provision.~~

~~(b) Where the process outlined in 1.2 (a) does not result in the creation of sufficient vacancies for employees whose positions have been relocated, Article 1.3 shall apply.~~

1.3 Voluntary Resignation

~~The Employer shall ask for volunteers, from the same classification, same department and same geographic location as employees seeking placement pursuant to a layoff notice, which shall include the employees in receipt of layoff notice, who wish to resign and be offered a severance payment in accordance with this Memorandum. The call for voluntary resignation and severance may include further calls for voluntary resignation from a broader range of employees where an insufficient number of employees have volunteered. The Employer shall consult with the Union on the scope of such further calls for voluntary resignation under this provision.~~

1.4 Simultaneous Calls

A call for Voluntary Relocation and a call for Voluntary Resignation with Severance may be issued simultaneously.

1.5 Relocation or Severance Offered

Each relocation or severance offered to one employee must result in the placement of another employee whose position is redundant or relocated, or result in severance to an employee whose position is redundant or relocated and who is otherwise awaiting placement.

1.6 Seniority

If there are more volunteers than required, approval of voluntary relocation and voluntary resignation applications shall first be provided to employees, in receipt of a layoff notice, in accordance with seniority and then to other volunteers, in accordance with seniority.

1.7 Operational Considerations

Notwithstanding anything in this Memorandum, the Employer reserves the right to restrict relocations and the resignation with severance offer as a result of operational considerations. For example, where too many volunteers within a classification are from within a single work location, it may not be possible to permit all to relocate or resign.

1.8 Placement

Where positions become available as a result of this process, employees in redundant or relocated positions will be placed in accordance with Article 37.16, 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. Where the Employer determines that training is needed for an employee to qualify for placement in existing or anticipated vacancies, training shall be provided in accordance with Article 37.05 and Section 1.9 below.

1.9 Training Prior to Placement

(a) Where the Employer determines training is required, operational requirements permit and an assessment of the employee's skills concludes it is reasonable to expect the employee can be trained for the position, the Employer shall make available appropriate training programs or training opportunities.

(b) The Employer and the Union will meet as part of the Technological Change process to discuss potential training programs and opportunities which may facilitate the placement of the employee in a position and to consider extending the time lines required for the employee to make the necessary choices in the placement/displacement process.

(c) The nature of the training shall be determined by the Employer following its discussion with the Union.

(d) Subject to the criteria identified in 1.9 (a) above, the training may be for a period of up to twelve (12) months. There may be circumstances under which the Employer concludes that training in excess of twelve (12) months is appropriate.

2.0 PROCESS OF VOLUNTARY RELOCATION / VOLUNTARY RESIGNATION

2.1 Employees shall have five (5) work days following receipt of the notice to submit their application for Voluntary Relocation or Voluntary Resignation and Severance Payment.

2.2 The Employer will assess the level of interest and determine provisional acceptance, subject to operational requirements in accordance with this Memorandum.

2.3 Employees shall, within fifteen (15) work days following a meeting with a representative of Human Resources, indicate their decision with respect to voluntary relocation or resignation. The actual date of relocation or voluntary resignation will occur with the agreement of the Employer. Upon relocation, the employee will be entitled to relocation expenses in accordance with the Collective Agreement. Upon resignation, the employee will be entitled to the severance under this Memorandum.

2.4 Where the Employer reaches its reduction target through this voluntary method, the process ceases.

3.0 SEVERANCE PAYMENT UNDER THE VOLUNTARY RESIGNATION PROCESS

3.1 Severance for the purpose of this Memorandum shall be equal to four (4) weeks for every year of service to a maximum of fifty two (52) weeks pay and for a minimum of eight (8) weeks pay. Where there is a partial year of service, the severance payment will be pro-rated on the basis of number of months of service. The entitlement of an employee to severance pay shall be based on an employee's total service as defined in Article 1.02 of the Master Agreement.

3.2 The Employer will continue to participate with employees in the provision of group life and medical plans for the number of weeks used to calculate the payment in Clause 3.1.

3.3 An employee who resigns in accordance with these provisions and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the Public Service Superannuation Act shall be entitled to receive the Public Service Award under Article 34 of the Collective Agreement in addition to the severance payment under Clause 3.1 provided that the maximum combined payment does not exceed fifty two (52) weeks.

3.4 An employee in receipt of severance pursuant to this Memorandum, who is re-employed with the Government of Nova Scotia, will be required to repay a portion of the severance. The repayment amount will be calculated on a pro-rated basis by considering the number of weeks on which the severance was based and the number of weeks remaining in such period.

3.5 Employees accepting severance payment under this Memorandum, will be required to sign a release statement verifying their resignation and agreement to sever any future claims for compensation and benefits from the Employer.

4.0 REASONABLE OFFERS OF ALTERNATIVE EMPLOYMENT

4.1 Where, following the placement/displacement process in Article 37.16, an employee has not been offered a position with an equivalent maximum salary and the same or greater designated percentage of full-time employment, an employee shall be made a reasonable offer of alternative employment in accordance with the following:

~~i) an employee with less than three years of service shall be offered a position with a maximum rate of pay of 90% or more of the employee's current maximum rate of pay and the same or greater designated percentage of full-time employment;~~

~~ii) an employee with three or more years of service shall be offered a position in the same geographic location with a maximum rate of pay of 90% or more of the employee's current maximum rate of pay and the same or greater designated percentage of full-time employment; or shall be offered two positions in different geographic locations with a maximum rate of pay of 90% or more of the employee's current maximum rate of pay and the same or greater designated percentage of full-time employment.~~

~~4.2 Where an employee accepts placement pursuant to clause 4.1 and the employee's salary is less than the employee's current salary, the employee's salary shall not be reduced and the employee will be eligible to receive pay increments in the new position and any negotiated increases in rates of pay up to the maximum rate for the new position. If an employee's actual salary is greater than the maximum rate in the new position, the employee's salary will not be reduced, but the employee will be red circled.~~

~~4.3 Should an employee refuse placement in accordance with article 4.0, the employee shall be deemed to be laid off and placed on the recall list.~~

~~5.0 APPLICATION~~

~~For the purposes of this Memorandum, "employee" means a permanent employee, or a term employee with three (3) or more years of service.~~

Youth Strategy

The Employer would like to discuss ways to create opportunities in the civil service for people with limited or no prior work experience and reserves the right to table a proposal during bargaining on this issue.

NOTICE TO THE UNION

1) Acting Pay

Article 38.10, Acting Pay provides that:

“(a) Where an employee is designated to perform for a temporary period of three (3) or more consecutive work days, the principal duties of a higher position, he/she shall receive payment of acting pay, including the three (3) work days, equivalent to ten percent (10%) higher than his/her existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.”

The Employer is providing notice that this provision will be applied more broadly on a go forward basis by extending acting opportunities across departments. At present, the practice has been to provide acting opportunities to employees within their own department.

Wages (Term of the Agreement – April 1, 2015 – March 31, 2020)

We are committed to open and transparent collective bargaining that respects our employees and Nova Scotians based on the province's fiscal plan.

Pursuant to the Public Service Sustainability Mandate from Government we have been given the ability to negotiate five year agreements with a fixed fiscal envelope consistent with government's published fiscal plan. The mandate enables us to allocate some portion of cost savings or cost avoidance (as approved, achieved, and verified) that has been negotiated through collective bargaining to the fiscal envelope for wage increases in the out years of the collective agreement.

Under the fiscal plan provision has been made for 1% general wage increases effective April 1, 2018 and April 1, 2019.

The position on scale (step increases) civil servants see as they advance along the existing salary scales will continue as they have in the past. In accordance with the salary scales, these step increases provide more junior civil servants increases in the range of 3% per year. New money has not been allocated in the fiscal plan for wage increases from April 1, 2015 through to March 31, 2018.