

Union Proposal

To be tabled on

February 8th, 2022

Collective Agreement

between

**Nova Scotia Government & General
Employees Union, Local 74**

(Hereinafter referred to as the “Union”)

and

The Tri-County Regional School Board

(Hereinafter referred to as the “Employer”)

Proposed changes to the current Collective Agreement are indicated by additions in **bold and underlined** and deletions being **struck through**.

The Union reserves the right to add new proposals and correct errors or omissions resulting from errors in compiling these proposals.

ARTICLE 1 – PREAMBLE

1.2 In this Agreement:

(k) "Probationary Employee" - means an Employee during the period of one hundred and twenty (120) calendar days of actual work from the Employee's Date of Hire as a Permanent full-time or as a Permanent part-time Employee;

(v) **"Probationary period" is the greater of a period of One Hundred and twenty (120) calendar days from the date of hire. Employees who were hired in the previous school year, but did not meet the criteria to complete probation, such as a TERM employee, will be considered as having continuous service provided they are rehired in the next school year, prior to September 30th, and it is at the same classification and worksite;**

ARTICLE 3 - NO DISCRIMINATION\HARASSMENT

3.1 The Employer and the Union agree that there shall be no discrimination with respect to Employees covered by this Collective Agreement contrary to the Human Rights Act, and without restricting the provisions of that Act, there shall be no discrimination on account of age (except in accordance with a bona fide retirement plan or policy of the Employer), race, color, religion, creed, sex, sexual orientation, gender identity and gender expression, physical disability or mental disability (except where the nature and extent of the disability reasonably precludes the performance of the particular employment or activity), an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, or political belief, affiliation or activity nor by reason of membership or activity (or lack thereof) in the Union.

3.4 The Tri-County Regional Centre for Education (TCRCE) and the Nova Scotia Government and General Employees Union believe in social justice and the value of diversity. where mutually agreed, designated positions or other employment equity considerations may be a component of the selection processes for classifications covered by this Agreement. Parties agree that Employment Equity provisions and processes will be a standing item of the Joint Consultation Committee (JCC). The Employer agrees to provide the union with all information regarding the employment equity provisions or considerations.

ARTICLE 9 - OVERTIME

Article 9.10 Standby and Callback

- a) Employees required to standby shall receive standby pay. The rates for standby are set out below for both regular and holiday days:
 - a. Regular: \$16.21 per shift
 - b. Holiday: \$32.40 per shift
- b) Standby shifts shall be from 7:01am- 3pm, from 3:01 pm to 11:00pm, and from 11:01pm to 7am.- The minimum guarantee of four (4) hours pay at the straight time rate shall apply only once during each eight (8) consecutive hours on standby.
- c) Standby Employees shall not be required to work unreasonable amounts of standby.
- d) An employee designated for standby duty shall be available during his/her period of standby duty at a known telephone number and be able to report for duty as within one (1) hour of being contacted.
- e) The Employer will provide cellular telephones or the required technology to members of the bargaining unit who are designated for standby duty.
- f) Callback Compensation
 - a. (a) An employee who is called back to work and who reports to work shall be compensated for a minimum of four (4) hours pay at straight time rates for the period worked, or at the applicable overtime rate, whichever is greater.
 - b. (b) The minimum guarantee of four (4) hours pay at the straight time rate shall apply only once during each eight (8) consecutive hours on standby
- g) For the purposes of compensation under Article 9.10, in particular stand-by pay and the applicable overtime rate for call-back compensation, “holiday” means the actual calendar day of the holiday.

ARTICLE 10 - HOLIDAYS

ARTICLE 10 - HOLIDAYS 10.1

Permanent full-time shall be given the following paid Holidays:

(a) New Years Day	(h) Labour Day
*(b)Heritage Day	(i) Thanksgiving Day
(c) Good Friday	(j) Remembrance Day
(d) Easter Monday	(k) Christmas Day
(e) Victoria Day	(l) Boxing Day
(f) Canada Day	(l) <u>Boxing Day</u>
(g) First Monday in August	(m) <u>Truth and Reconciliation day</u>

(mn) and such other holidays as are proclaimed legal holidays by the Federal or Provincial Government or the Minister of Education.

ARTICLE 11 - VACATIONS

*11.4 ***(a)** Employees shall accumulate vacation entitlement as follows:

Years of Service	12 month Employees	10 and 10.5 Month Employees
less than one year	pro-rated portion of fifteen (15) working days	6 % of employee's gross wages (87.5% of 12 month entitlement)
1 – 8 4 years	fifteen (15) working days	6 % of employee's gross wages (13 working days)
9 – 17 5 years to 13 years	twenty (20) working days	8% of employee's gross wages (17.50 working days)
18 – 27 14 years to – 23 years	twenty-five (25) working days	10 % of employee's gross wages (22 working days)
28 24 years and over	Thirty (30) working days	2% of employee's gross wages (26.25 working days)

11.8 An Employee who is not able to schedule all their vacation may carry over up to ten (10) days of such unused vacation to the following years, to a maximum accumulation of ten (10) days. Accumulated days may be used in any one school year. **Any additional days will be paid out.**

ARTICLE 12 - SICK LEAVE PROVISIONS

12.2 (a) Employees shall earn sick leave credits at the rate of one and one half (1½) days per month of active service to a maximum sick leave accumulation of one hundred ninety-five (195) days **two hundred and five (205) days for ten (10) and ten and a half (10.5) month employees and the equivalent to one year for 12 month employees.**

(b) Employees shall be allotted their full amount of days for the year in January and be permitted to use them any time during their regularly scheduled year. If the Employee leaves the employ of the Employer, and if they have used more days than they have earned before their departure then the Employer can make deductions from any monies owing the Employee upon departure.

12.8 No permanent, probationary or term employee shall suffer a loss of salary when an employee cannot reasonably perform their work duties because the employee has been placed in quarantine by order of a medical officer, other persons authorized by law, or other situations where an employee is advised by a medical practitioner or medical officer to quarantine and a paid leave is not provided under any sick leave or other leave provisions.

ARTICLE 13 – SENIORITY

*13.3 An Employee's seniority will be lost (and the Employee's employment therefore terminated) when:

- (a) the Employee is discharged for just cause and not reinstated;
- (b) the Employee resigns and does not withdraw the Employee's resignation within three (3) days;
- (c) the Employee fails to return to work while on recall within seven (7) days after notification has been sent to the Employee by registered mail, but, if within the seven (7) day period, the Employee notifies the Employer of the Employee's intention to accept such recall, the Employee shall then be allowed two (2) weeks, if employed elsewhere, from the date of such notice of acceptance to report for duty as set forth above;
- (d) the Employee is laid off for more than two (2) years;
- (e) the Employee is not able to return to the Employee's position after ~~twenty-four (24)~~ **thirty-six (36)** months from the final payment of salary and wages and is not receiving Workers' Compensation. ~~and is still not able to return to work; This deadline may be extended up to sixty (60) days; and~~
- (f) the Employee retires.

If the Employee returns to the employ of the Employer after losing seniority pursuant to this Article, the Employee's seniority will not be restored.

ARTICLE 14 - PROBATIONARY EMPLOYEES

14.1 Notwithstanding any other provision in this Collective Agreement a newly hired Employee shall be on probation for a period of one hundred and twenty (120) calendar days ~~of actual work~~ from the Date of Hire as a Permanent full-time or Permanent part-time Employee ("Probationary Employee") and shall be subject to the following terms and conditions:

(a) Probationary Employees will receive an oral evaluation at thirty (30) calendar days, a written evaluation at sixty (60) calendar days and a final written evaluation at the expiry of the probationary period.

ARTICLE 15 - JOB POSTING AND STAFF CHANGES

15.6 The Employer may advertise vacancies for persons outside the bargaining unit concurrently with the internal posting process described in this Article, but no consideration shall be given to any external applications until the Employer has fully processed all applications from all permanent Employees in the bargaining unit and found no suitable applicant. If the Employer considers outside applications, the Presidents will be informed of the reasons prior to filling the positions.

All vacancies within the Bargaining Unit, including promotions and new positions, will be filled in the following sequence:

- I. Permanent Employees
- II. Employees who are laid off or in receipt of layoff notice.
- III. II-Term Employees who have completed the probationary period and are employed at the time of the posting
- IV. III. External applicants

ARTICLE 16 - LAYOFFS AND RECALLS

16.1 An Employee may be laid off because of shortage of work, shortage of funds, technological change, reorganization of a function, school closure or because of the elimination of a position or classification.

16.2 When it is necessary to invoke staff reductions it will be completed, whenever reasonably possible, by resignations and retirements.

16.3 All available vacancies shall be identified and shall follow the process outlined in Article 15.5 before vacancies shall be offered to an employee in receipt or notice of layoff. Once article 15.5 has been followed, the remaining or resulting vacancies applicable vacancies shall be identified and offered to the employee(s) on layoff and shall be assigned to the position of their choice, subject to consideration of the provisions herein.

- (a) If there is more than one Employee affected, their order of preference shall be determined by their order of seniority.
- (b) When schools, departments or offices are scheduled for closure the laid off employee(s) shall have rights per article 16.6. Reductions will be done by seniority.
- (c) Where an Employee's position is relocated or transferred, the Employee shall be offered any vacant position within their classification in the new location without competition. The Employee may decline the offer in which case the Employee will be served with a layoff notice and have the right to exercise their rights under the provisions of this Article 16.

16.4 When Employees are to be laid off, the Employer will advise and consult with the Local as soon as reasonably possible after the change appears probable with a view to minimize the adverse effects, of the decision to lay off the Employees. Notwithstanding Article 16.3, in the case of school closures and/or amalgamations, the Employer and Union will meet to discuss any unforeseen impact.

ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY

17.1 The Employer may grant, upon receipt of a written request, leave of absence of up to one year to an Employee, such leave not to be unreasonably refused. By mutual agreement, of the Employer and the Employee such leave may be extended for up to one (1) additional year. **Employees shall not accrue seniority for leaves beyond one year and when applicable, shall have their seniority date adjusted by the duration of the leave.**

I. **An Employee shall be required to work twenty four (24) months after returning to work before being eligible to request another leave of absence without pay.**

ARTICLE 19 - LEAVE OF ABSENCE WITH PAY

19.1 Bereavement Leave Permanent and Probationary Employees covered by this Agreement shall be entitled to the following bereavement leave:

(a) When a death occurs in an Employee's immediate family, the Employee shall be granted five (5) consecutive working days immediately following the death (with pay if scheduled to work). Immediate family includes: spouse (includes common law where the Employee and the spouse have been living as partners in the same household for at least one year), parent (including legal guardian or such other person who may have been responsible for the child-rearing of the Employee), child, stepchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, grandparent and grandchild; **In these circumstances, an employee may also be granted up to one (1) day for travel, with up to two (2) days for out of province travel, for the purpose of attending the funeral, and shall be paid for such travel day(s) which is/are not regularly scheduled days of rest.**

(i) Should a funeral, memorial or similar service be scheduled at a later date, a portion of bereavement leave may be deferred for the purpose of attending that service.

(b) Every employee shall be entitled to ~~one (1)~~ **two (2)** days leave with pay for the purpose of attending the funeral of an aunt, uncle, niece, nephew, foster parent(s), **stepchild, guardian or ward of the employee, a person permanently residing in the employee's household or with whom the employee permanently resides** and spouse's grandparent(s). In these circumstances, an employee may also be granted up to one (1) day for travel, with up to two (2) days for out of province travel, for the purpose of attending the funeral, and shall be paid for such travel day(s) which is/are not regularly scheduled days of rest.

ARTICLE 20 - LEAVE OF ABSENCE FOR UNION BUSINESS

***20.3 Leave of Absence for Full-time elected Union President Executive(s)**

Where the Union has determined the requirement for a fulltime elected Union Executive positions under the following headings: President (NSGEU), First Vice President, Second Vice President, Third Vice President, Secretary Treasurer; President and Secretary Treasurer of the National Union of Public Employees (NUPGE), or President of the Nova Scotia Federation of Labour an approved leave of absence without pay shall be granted in accordance with the following provisions:

- a. An employee elected to one of the above noted fulltime Union Executive positions shall be given an approved leave of absence without pay for the term(s) they are to serve, up to thirty-six (36) months.**
- b. All benefits of the employee shall continue in effect while the employee is serving in the fulltime Union Executive position and for such purposes, the employee shall be deemed to be in the employ of the Employer and to have continuous service with the Employer for all purposes.**
- c. The gross salary shall be determined by the Union and paid to the employee by the Employer. The amount of the gross salary shall be reimbursed to the Employer by the Union. The Union shall also reimburse to the Employer the Employer's portion for all statutory and required benefit contributions/premiums/deductions during the approved leave of absence.**
- d. Upon expiration of their term of office, the employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the employee and the Employer.**
- e. Any vacation earned but not used prior to the employee taking office shall be carried over to be taken in the fiscal year in which the employee returns from the approved leave of absence.**
- f. A leave of absence for a second and subsequent consecutive terms shall be granted in accordance with the above.**

ARTICLE 22 - IN-SERVICING AND PROFESSIONAL DEVELOPMENT

22.1 (a) The Employer shall provide the sum of ~~two~~ **three** thousand five hundred (\$23500) in each year of the Agreement for Employees taking employment related courses commenced and successfully completed. Money not used in one calendar year for courses will be carried forward to the next year to a maximum balance not to exceed ~~five~~ **Ten** thousand (\$510,000) in any given year.

ARTICLE 24 - PERSONNEL FILE

24.7 Records of any discipline (including any reprimands or adverse reports) shall be removed from the Employee's file if, within the subsequent ~~thirty-six~~ (36) **twenty four** (24) months, where there has been no further discipline of the same or of a similar nature. At the request of the Employee or the Local,

ARTICLE 27 - JOINT CONSULTATION COMMITTEE ("JC")

27.1 A Joint Consultation Committee ("JC") shall be established immediately following the signing of this Agreement with the full support and recognition of both parties. The JC will work cooperatively to deal with issues of common concern to both the Local and Employer. The JC shall consist of the **NSGEU Employee Relations Officer**, President(s) of the Local, two (2) other Employees appointed by the Local, a representative of Human Resources, and up to ~~two~~ (2) **three** (3) other persons appointed by the Employer. By mutual agreement, other persons may attend meetings of the Committee.

ARTICLE 31 - WAGES AND ALLOWANCES

31.11 Employees shall be reimbursed for travel and related expenses as per Tri-County Regional School Board Policy - Staff Travel. Employees travel to the bank, to the post office, and/or to do deliveries to schools, etc. qualify for reimbursement under School Board Policy - Staff Travel. Employees who are required to use their personal vehicle will be paid an allowance of ~~eight~~ **\$38**.00 per trip or the prevailing rate whichever is greater.

ARTICLE 33 - PROTECTIVE CLOTHING

33.1 The Employer shall provide a smock or other protective clothing, which will be located near the reproduction or duplicating equipment and may be used by any Employee(s).

33.2 **Upon the Employee providing receipts**, the Employer will reimburse the purchase of CSA approved safety footwear for IT Support Specialists requiring said footwear in the application of their duties, to a maximum of \$100.00 **two hundred dollars (\$200)** annually.

ARTICLE 39 – EMPLOYEE BENEFITS

39.12 Employee & Family Assistance Program

The Employer will provide an Employee & Family Assistance Plan for Employees at the Employers full cost. The employer will communicate the plan information to all members at the beginning and middle of every school year.

New - ARTICLE 40 – HEALTH SPENDING ACCOUNT

40.01 The Employer shall create a Health Spending Account and credit each permanent employee in the amount of Five hundred dollars (\$500.00) on September 1st of each year. If an employee becomes a permanent employee during the year, the Employer shall credit the Account of the employee with Five Hundred dollars (\$500.00), pro-rated based on the balance of the months remaining in the year.

i. The annual credit to the Health Spending Account shall increase to Five Hundred and Fifty dollars (\$550.00) effective September 1, 2023 and to Six Hundred Dollars (\$600.00) effective September 1, 2024.

ARTICLE 401 – TERM OF AGREEMENT & SCHEDULE A – WAGES

**The Union will make a proposal regarding the duration of the Collective Agreement and wage rates at a future date.

**The union proposed keeping the current letters of understanding (LOU) in place for the life of updated the Collective Agreement.

The union is proposing a new MOU – Market Adjustment – related to MOU signed on January 5th, 2021

New - MOU – MARKET ADJUSTMENT

1. Where the Employer determines that, due to shortages within the labour market, a recruitment and/or retention problem exists with respect to a particular classification or group of classifications within the bargaining unit, the following procedure will be utilized:
 - (a) the Employer will consult with the Union regarding the situation and provide the Union with information supporting its conclusion that such a market problem does exist, along with its position in relation to the amount and the time period for any proposed supplement to the wage level; and
 - (b) the Union will be provided with an opportunity to make representations and provide any additional information concerning the situation before any final decision is made by the Employer.
2. Upon completion of this consultation process the Employer may implement a special market-based adjustment in respect of the classification(s) in question. Such adjustments will be paid on a bi-weekly basis for a defined period of time and pro-rated for part-time employees.
3. The amount of the market-based adjustment will be reviewed annually and may be increased if the employer, in its discretion, deems this necessary. The decision of the employer in this regard is not subject to review by an arbitrator or any other person.
4. The market-based adjustment will be considered a part of the employee's regular pay rate for all purposes and the negotiated increases shall be applied to the adjustment.
5. The existence of the market-based adjustment does not prevent the union from negotiating increases in compensation and benefits in accordance with the collective agreement. Nor does the existence of the market-based adjustment prevent the union from pursuing classification issues during the life of the market-based adjustment.

NSGEU Local 74 TCRCE Proposed Wage Increments for the period April 1st, 2021 to April 1st, 2023

Proposed Wage Increments for all permanent Employees for the next 3 years.

- Effective April 1st, 2021 – 2.0%
- Effective April 1st, 2022 – 3.0%
- Effective April 1st, 2023 – 3.0%

As well, the union will be proposing a Wage Parity increase of 2% to all current Local 74 TCRCE classifications.