

## MEMORANDUM OF AGREEMENT ON TOTAL COMPENSATION ALIGNMENT

### BETWEEN:

The Nova Scotia Government and General Employees Union

("the Union")

And

Annapolis Valley Regional Centre for Education

("the Employer")

**WHEREAS** the Parties acknowledge the non-teaching educational, operational and administrative support functions of the Employer represented by the Union play a critical role in Nova Scotia's public education system;

**AND WHEREAS** the Parties are in agreement to a compensation alignment (i.e., wage parity) process that will result in the hourly rate of pay, calculated on a total compensation basis, for each qualified and partially qualified classification moving to the highest hourly rate of pay, calculated on a total compensation basis, for the same qualified and partially qualified classification across the Province's eight (8) education entities;

### The Parties Agree as Follows:

1. No later than January 15, 2023, a representative of the Union and a representative of the Employer shall meet to agree on what hourly wage rate each qualified and partially qualified classification should align to, based on the following:
  - a. Identify a proper comparator classification from another Provincial education entity, based on the job responsibilities and duties (recognizing that not all similarly-titled jobs perform identical work, and not all job titles match precisely to one another,) which the parties agree has the highest hourly wage rate in the Province.
  - b. The highest hourly wage rates will be top of scale rates that are adjusted to include the first two years of general economic adjustments of this agreement (1.5%, 1.5%).

- c. In comparing hourly wage rates, use the Employer rate paid at top of scale as of December 1, 2022. This will include the general economic increases agreed to by the parties to this agreement. It will also include any advance parity adjustment up to that date, unless that advance parity adjustment results in the creation of the new highest rate for a particular classification, in which case a partial adjustment to bring any such classifications to the top hourly wage rate in the Province, shall be applied.
  - d. In comparing hourly wage rates, use a total compensation basis, which accounts for any differences that need to be accounted for in ensuring a fair comparison, including (but not limited to) differences in, job responsibilities and duties and vacation pay or time. The alignment will be to the highest hourly wage rate based on this total compensation analysis (the “aligned rate”).
- 2. If the parties cannot agree on a proper comparator classification or the aligned rate, the parties shall refer the dispute to a mutually agreed upon arbitrator. The arbitrator will make any determination based on:
  - a. the principles of this Agreement; and
  - b. consistency with any similar determinations made with respect to other education entities.
- 3. The parties agree to make best efforts to complete the compensation alignment analysis no later than August 30, 2023. The timeline for moving to the aligned rate will be as follows:
  - a. Date of Ratification – 1.5% parity adjustment as an advance on the ultimate alignment, which will be on top of any other negotiated general economic adjustments, unless that advance parity adjustment results in the creation of the new highest rate for a particular classification, in which case a partial adjustment to bring any such classifications to the top hourly wage rate in the Province, shall be applied.
  - b. April 1, 2023 – adjust the hourly rate to bridge 50% of the remaining gap with the aligned rate;
  - c. March 31, 2024 – bridge the remaining gap with the aligned rate.

4. If the performance of this Memorandum of Agreement in any way conflicts with any terms of the collective agreement between the parties, this Memorandum of Agreement overrides the collective agreement term.

Dated this 6<sup>th</sup> day of November, 2022.



Nova Scotia Government and General  
Employees Union



Annapolis Valley Regional Centre for  
Education

