

**IN THE MATTER OF:** The *Civil Service Collective Bargaining Act*,

**AND**

**IN THE MATTER OF:** Pursuant to Section 26 of the *Civil Service Collective Bargaining Act*

**BETWEEN:**

The Nova Scotia Government and General Employees Union  
(the “Union”)

And

Her Majesty in the Right of the Province of Nova Scotia  
(the “Employer”)

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**PRE-HEARING SUBMISSIONS OF THE  
NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

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## **Introduction**

1. These are the submissions of the Nova Scotia Government and General Employees Union (“NSGEU”) in advance of the mediation and arbitration of the terms of the renewed collective agreement between the NSGEU and the Province of Nova Scotia.
2. The parties have resolved most non-monetary issues through collective bargaining. However, a number of important matters have not been concluded and must be settled with the assistance of the Board, either through a mediation exercise in which the parties have agreed to engage or by interest arbitration.
3. The most pressing issue for the Union is the need to achieve wage adjustments that take account of the impact inflation is having on the economic lives of its members. If it is not addressed in the new collective agreement, the recent, substantial increases in the cost of living will leave members of the NSGEU earning significantly less, in real dollars, at the end of the new collective agreement than they did at the beginning of the agreement.
4. This is not an outcome that would be negotiated by the Union if it had the right to support its bargaining position by engaging in strike activities.
5. Nor is it a result that should be ordered by this Board.

## **The Context of This Mediation/Arbitration**

6. There are approximately 8100 employees in the bargaining unit of Civil Servants represented by the NSGEU. They perform a wide range of functions for the Province; everything from social workers to aircraft pilots, administrative assistants to correctional officers.
7. They work under the terms of the Civil Service Master Agreement, a single collective agreement that applies to the different components within the Civil Service. Before the first Master Agreement was concluded, the different components were separate bargaining units with their own collective agreements.
8. The first Master Agreement was for the term of 1997 to 2000. It has been renewed six times since then, three times by collective bargaining and three times by interest arbitration.
9. The current Master Agreement, for the term of April 1, 2015 to March 31, 2021, was settled in December 7, 2017 by an Arbitration Board chaired by the Honourable Tom Cromwell.

The economic increases in the first four years of that agreement were subject to Bill 148, government wage restraint legislation: *The Province of Nova Scotia v. NSGEU*, unreported (Cromwell), December 7, 2017, Union Book of Authorities, Tab 1.

10. The Cromwell Board ordered a six year collective agreement in order to give the parties a reasonable period of time to work under the new agreement and awarded wage increases of two percent a year in the last two years of that agreement.

### **The Current Round of Bargaining**

11. The NSGEU gave notice to bargain the renewal of the current collective agreement on February 8, 2021. The Union and the Province met for collective bargaining on five occasions in the month of May, 2021. They continued collective bargaining with the assistance of a conciliation officer in September and November of 2021.

12. Their last meeting was on November 3<sup>rd</sup>, 2021. After that meeting they exchanged the text of changes to the collective agreement that had been agreed upon: “Agreed as of November 3<sup>rd</sup>, 2021”, Union Book of Documents, Tab 1.

13. On November 22<sup>nd</sup> 2021, the Nova Scotia Labour Board established an Arbitration Board to settle the remaining terms for the renewal of the collective agreement, pursuant to Section 23(2) of the *Civil Service Collective Bargaining Act*.

14. The Board order was in response to an application of the NSGEU which was converted into a joint application of the parties by agreement.

15. The Arbitration Board was formally constituted, with its current membership, by the Labour Board on December 22, 2021: Union Book of Documents, Tab 2.

16. At the request of the parties, the Arbitration Board agreed to conduct a mediation session before the arbitration hearing. The mediation will take place on May 8<sup>th</sup> and 9<sup>th</sup>, 2022.

### **The Role of the Board**

17. The employees who work under the Civil Service Master Agreement do not have the right to withdraw their services to support their position in collective bargaining with their Employer. This is prohibited by the *Civil Service Collective Bargaining Act*: Sections 38 and 39, *Civil Service Collective Bargaining Act*, Union Book of Documents, Tab 3.

18. The legislation substitutes interest arbitration for the right to strike.
19. The role of the Board is to resolve the terms and conditions of employment that remain in dispute following collective bargaining: Section 22(1), *Civil Service Collective Bargaining Act*, Union Book Documents, Tab 3.
20. In doing so, the Board acts as the “effective and fair means for resolving bargaining disputes” that is required when the Charter rights of employees are impaired by legislation that removes their right to strike: *Saskatchewan Federation of Labour*, 2015 SCC 4 at Paragraph 94, Union Book of Authorities, Tab 2.
21. In this case, the Arbitration Board has agreed to perform its role in two phases, a process of mediation to be followed by a formal arbitration of any matters that remain outstanding.
22. In the mediation, the Board will work directly with the parties to identify common ground upon which the resolution of particular matters can be achieved. In the arbitration, the Board performs an adjudicative function and attempts to, as much as possible, replicate the agreement that the parties would have made in free collective bargaining where the threat of a work stoppage was in play: *NSGEU v. Nova Scotia Public Service Commission*, April 5, 2006, unreported (Ashley) at Paragraph 11, Union Book of Authorities Tab 3.
23. This requires the Board to assess a number of objective factors, including outcomes reached in bargaining or in arbitrations involving similar parties, recruitment and retention problems and the larger economic context: *NSGEU v. Public Service Commission, supra*, at Paragraph 12.
24. The Board also seeks to achieve an outcome that is “fair and reasonable” in the context of the principle of replication and in the overall circumstances that prevail at the time: *NSGEU v. Public Service Commission, supra*, Paragraph 28.
25. Section 31(2) of the *Civil Service Collective Bargaining Act* lists a number of non-exclusive factors which the Board may consider in setting the terms of a collective agreement:
  - a) the needs of the Province and its agencies for qualified employees;

- b) where the employment is comparable or similar employment to that found in both public and private sectors in the Province, the conditions of employment in the public and private sectors in the Province;
- c) the desirability to maintain appropriate relationships in the conditions of employment as between classifications in the civil service;
- d) the need to establish terms and conditions of employment that are fair and reasonable in relation to the qualifications required, work performed, the responsibility assumed and nature of the services rendered: *Civil Service Collective Bargaining Act*, Section 31(2), Union Book of Documents, Tab 3.
- e) the interest of the public.

26. In addition to the factors identified in the *Act*, the Board must always be mindful of the fact that the legislation deprives the employees in the Civil Service bargaining unit from exercising their constitutionally protected right to strike. When it settles the terms of the collective agreement, the Board must consider the outcome that would have been achieved had these employees not been prohibited from engaging in collective action.

### **Ability to Pay**

27. Unlike other statutes that provide for interest arbitrations in the public sector in Nova Scotia, such as the *Essential Health and Community Services Act*, the *Civil Service Collective Bargaining Act* does not require an Arbitration Board to consider the ability of the Province to pay when it settles the terms of a collective agreement.

28. While the ability of a government employer to pay a wage increase may be a relevant factor in some circumstances, public sector employees should not be required to subsidize the community by accepting substandard wages and working conditions: *McMaster University v. MUFA*, [1990], 13 LAC, 4<sup>th</sup>, 199 at Paragraph 17, Union Book of Authorities, Tab 4.

29. The Jurisprudence that governs interest arbitrations recognizes the following, overarching principle:

... an arbitrator cannot permit government to create a situation that takes away the right to strike and substitutes binding arbitration, and at the same time argue that it does not have the ability to pay increases that were otherwise justifiable.

*NSGEU and Public Service Commission, supra*, Paragraph 21.

30. The proposal of the NSGEU for economic increases that take account of the impact of inflation on its members is fully justifiable on an objective, economic basis.

31. It should not be defeated by the claim that the Province lacks the ability to pay such an increase.

### **The Cost of Living**

32. The predominant factor in the larger economic context in which this mediation/arbitration is taking place is the cost of living. Since collective bargaining began, the rate of inflation in Canada generally, and in Nova Scotia in particular, has risen steadily. It is climbing at a rate not seen for decades and has become a critical issue for collective bargaining between the parties.

33. In December of 2017, when the Cromwell Arbitration Board issued its award, the Consumer Price Index was increasing at an annual rate of 1.7 percent in *Nova Scotia: Statistics Canada Daily*, Union Book of Documents Tab 4.

34. In February of 2021, when the NSGEU gave notice to bargain the renewal of the current collective agreement, the annual increase in the Consumer Price Index in Nova Scotia was 1.2 percent: *Statistics Canada Daily*, Union Book of Documents Tab 5.

35. Since then, inflation in Nova Scotia has reached levels not seen in decades.

#### The Consumer Price Index, 12 Month Change, Nova Scotia

- March, 2021 – 2.8 percent
- April, 2021 – 4.2 percent
- May, 2021 – 4.8 percent
- June, 2021 – 4.1 percent
- July, 2021 – 4.6 percent
- August, 2021 – 5.1 percent
- September, 2021 – 5.2 percent
- October, 2021 – 5.4 percent
- November, 2021 – 5.3 percent

- December, 2021 – 4.8 percent
- January, 2022 – 4.9 percent
- February, 2022 – 5.7 percent

*Statistics Canada Daily*, Union Book of Documents Tab 6.

36. These numbers show a significant erosion of the economic position of employees in the bargaining unit since the expiry of the current collective agreement. Their purchasing power declined by about five percent during 2021. There is every sign this trend will continue in the near term if not beyond.

37. The NSGEU has retained an expert economist, Dr. Casey Warman of Dalhousie University, to quantify the impact inflation has had on employees in the bargaining unit since the expiry of the previous collective agreement. His report forms part of these submissions.

38. Dr. Warman's conclusion is that employees in the bargaining unit will need a wage increase that includes an inflation adjustment in order to maintain the economic position they enjoyed in March of 2021 when the previous collective agreement expired.

39. Recent arbitration awards reflect this new economic reality, with cost of living adjustments ("COLA") and out of pattern economic increases for employees: *Pembina Trails School Division*, 2021 CarswellMAN 81, Union Book of Authorities Tab 5; *Vancouver Police Board*, 2021 Carswell BC 4229, Union Book of Authorities Tab 6.

40. The award of this Board should do the same thing. It should provide economic increases for employees that restore and protect their purchasing power. No Union that can bargain freely to the point of a strike would ignore the impact of external economic forces like inflation on their members. The principle of replication demands that the Board award economic increases in the new collective agreement that protect the income of the employees represented by the Union from the impact of inflation.

### **The Healthcare Collective Agreement**

41. There has been one major collective agreement negotiated in the current round of bargaining in the public sector in Nova Scotia. In June of 2021, the Nova Scotia Council of Healthcare Unions negotiated a collective agreement for employees of the Nova Scotia Health Authority and the IWK.

42. The agreement, which was for a term of three years, included wage increases of 5.5 percent for all classifications in the bargaining unit. It also provided an additional five percent increase in the pay of Care Team Assistants, a lower paid group of employees whose importance to the healthcare system had been demonstrated repeatedly during the pandemic. Finally, it included pay increases of between 10 and 13 percent for Hospital Paramedics to match their rates to those of the Field Paramedics employed by Emergency Health Services.

43. The Healthcare agreement was reasonable at the time it was negotiated and it was ratified by a strong majority of the employees in the bargaining unit. The proposals of the Union on the matters in dispute in this proceeding are largely based on the provisions negotiated in that agreement.

44. However the Healthcare agreement has been overtaken by events in one key area, the general economic increase that is warranted for employees.

45. It is clear that the increases of 1.5 percent and 2.5 percent in the second and third years of the Healthcare agreement will be well below the annual increase in the Consumer Price Index if they are applied to the Civil Service bargaining unit.

46. A three year collective agreement that does not keep pace with inflation will greatly increase the pressure for substantial wage increases in the next round of bargaining. The legitimate expectations of employees will be difficult to manage without disruptions in the provision of public services by those employees who have the right to strike.

47. General economic increases that allow employees to keep pace with the rising cost of living reflect the principal of replication and make good labour relations sense.

## **Union Proposals**

### **a) General Economic Increase and Term**

The Union is proposing that the collective agreement be renewed for a term of four years, with the following, general economic increases for employees in the bargaining unit:

- Year 1 -- 1.5%
- Year 2 – 1.5% + Inflation Adjustment of 2.5%
- Year 3 – 2.5% + COLA



- Year 4 – COLA

48. This is a reasonable and modest proposal. The increases for the first three years are based on the increases negotiated in the Healthcare collective agreement. The 2.5% Inflation Adjustment in the second year is warranted by increases in the cost of living that have already occurred. The “COLA” provisions in years three and four protect the interests of both parties by matching, but not exceeding the rate of inflation in the final two years of the agreement.

49. The four year term of the agreement would be better for both parties. A three year agreement, beginning on April 1, 2021, would be half over by the time it was ordered by this Board.

50. There is no set pattern for the term of the Master Agreement for Civil Servants in Nova Scotia. There have been terms of two, three, four and six years among the seven agreements that have preceded this arbitration. The varying term lengths have been both negotiated by the parties and ordered by arbitration boards.

51. The Cromwell Board ordered a six year term for the last agreement for labour relations reasons:

In the Board’s view, the parties would not be well served by a four year term, which, given the passage of time, would force the parties back to the bargaining table only a matter a months following the publication of this Award.

*Province of Nova Scotia v. NSGEU, supra*, page 3, Union Book of Authorities, Tab.1.

52. Similar considerations caused a board chaired by arbitrator Veniot to renew the Master Agreement for a term of four years in *NSGEU v. Province of Nova Scotia*, May 2, 2002, unreported (Veniot) at pages 16 to 17, Union Book of Authorities, Tab 7.

53. In this case, an agreement with a three year term would have the parties returning to the bargaining table early in 2024, not much more than a year after the completion of this process. A four year term, with economic increases in the fourth year tied to the cost of living, would be in the interest of both parties.

#### **b) Other Healthcare Matches**

54. The Union is advancing a number of other proposals that mirror improvements negotiated in the Healthcare agreement.

i. Shift and Weekend Premiums

55. The Union proposes that Shift and Weekend Premiums for employees in the bargaining unit be increased from the current \$1.85 an hour for all hours worked to \$2.35 an hour, to match the premiums negotiated in the current Healthcare collective agreement, retroactive to the beginning of the collective agreement.

ii. Acting Pay

56. Currently, the Master Agreement provides acting pay for employees temporarily assigned to perform the principle duties of a higher position on the following terms:

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, they shall receive payment of acting pay, including the three (3) work days, equivalent to ten percent (10 %) higher than their existing rate of pay, provided that in no case shall the rate for that period exceed the maximum rate of the higher-paying position.

57. The Union proposes to replace that provision with the following article, that was negotiated in the Healthcare agreement:

Where an employee is designated to perform for a temporary period of at least one (1) shift, the principal duties of a higher position, they shall receive the rate for that classification. Where the classification rate is on an increment scale, the employee shall receive an increase in pay that approximates one increment step (based on their current scale) increase over their current increment rate or the maximum for the position, whichever is less.

iii. Retention Incentive

58. The Union proposes adopting the following provision from the Healthcare collective agreement:

Upon completion of 25 years of service with the Employer, all permanent employees will receive an additional salary increment of 3.5%, greater than the highest rate in effect for the applicable classification.

iv. Vacation Entitlement

59. The Union proposes improvements to the vacation benefits for employees that match changes negotiated in the Healthcare collective agreement:

Subject to Article 18.05, an employee shall be entitled to receive annual vacation with pay:

- (a) Each year during his/her first forty-eight (48) months of service at the rate of one and one-quarter (  $1 \frac{1}{4}$  ) days for each month of service; three (3) weeks during the first four (4) years of service.
- (b) Each year after forty-eight (48) months of service at the rate of one and two-thirds (  $1 \frac{2}{3}$  ) days for each month of service; four (4) weeks after four (4) years of service.
- (c) Each year after one-hundred and sixty-eight (168) months of service at the rate of two and one twelfth (  $2 \frac{1}{12}$  ) days for each month of service; five (5) weeks after fourteen (14) years of service.

60. The current threshold for six weeks vacation in the Master Agreement (288 months or 24 years) would remain unchanged.

**c) Pay Equity**

61. The Parties held a number of discussions during collective bargaining about measures that should be taken to address systemic, gender based inequality in the pay structure in the Civil Service bargaining unit. The administrative component in the bargaining unit, the "CL" group, is predominantly female. The CL group is also the lowest paid of the three components. Although the existence of gender inequality in pay levels in the Civil Service is widely acknowledged, the extent of the problem has not been documented. A bargaining unit wide classification review that began approximately twenty years ago showed that positions in the CL component were paid less than positions in the other groups that involved similar work. However, the parties could not agree on how to implement the results of that review.

62. "Across the board" wage increases for employees in the bargaining unit have simply perpetuated the problem.

63. The poverty threshold in Nova Scotia for a single parent with one child is \$31,845 a year (CL-6 Pay Grade). The threshold for a single parent with two children is \$39,002 a year (CL-16 Pay Grade): 2021 Report Card on Child and Family Poverty in Nova Scotia, Canadian Centre for Policy Alternatives, November, 2021, Union Books of Documents, Tab 7.

64. Wages near the poverty level have no place in the Civil Service Master Agreement, especially when they are being experienced by employees who are predominantly female.

65. The Union is proposing immediate and longer term measures to deal with the issue of pay equity in the Civil Service:

- The removal of the entry level step in the CL Pay Plan.
- The addition of an increment level at the top of the pay plan for Clerks and Secretaries that is 3.5% higher than the current highest increment.
- The creation of a Joint Committee, with equal numbers of Union and Employer representatives, to undertake a systematic review of pay equity in the Civil Service. The Committee would have the authority to retain outside expertise as required, to be paid for by the Employer and would report to the parties, with recommendations, no later than sixty days before the expiry of the renewed Collective Agreement.

#### **d) Travel Regulations**

66. The Union has proposed updating provisions dealing with the reimbursement of costs incurred by employees when they are required to travel on the employer's business. These measures are intended to offset cost increases that have occurred since the expense levels were last set.

67. In the case of the kilometrage allowance, the Union is also proposing that the rates be adjusted every three months, rather than annually, in order to better track the rapid and substantial increases in fuel costs. The Union is proposing the following changes to the current article dealing with travel regulations:

### **ARTICLE 32 – TRAVEL REGULATIONS**

#### **\*32.01 Kilometrage Allowance**

(a) An employee authorized to use a privately owned automobile on the Employer's business shall be paid a kilometrage allowance in accordance with the following rates:

~~0 – 16,000 kms~~ ~~42.87 cents/km (April 1, 2012)~~

~~43.66 cents/km (April 1, 2013)~~

**46.15 cents/km (April 1, 2021)**

~~Over 16,000 kms~~ ~~37.83 cents/km (April 1, 2012)~~

~~38.53 cents/km (April 1, 2013)~~

(b) An employee of the Department of Natural Resources who has been designated to be paid a supplementary rate per km for use of their privately owned light truck on Department business shall be paid a rate in accordance with the following:

~~0 – 16,000 kms~~ ~~46.78 cents/km (April 1, 2012)~~

~~47.64 cents/km (April 1, 2013)~~

~~Over 16,000 kms~~ ~~41.74 cents/km (April 1, 2012)~~

~~42.51 cents/km (April 1, 2013)~~

**50.36 cents/km (April 1, 2021)**

The rates in (a) and (b) will be adjusted ~~annually~~ **every three (3) months** (up or down) ~~on April 1, of any subsequent year of this Agreement after April 1, 2018.~~ **after April 1, 2021.** This adjustment will be based on the **three (3) month over three (3) month average percentage change** ~~annual average year over year percentage change~~ in the Nova Scotia Private Transportation Index ~~for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December change over January to December.~~

#### MONTHLY ALLOWANCES

(a) An employee who has been designated by the Commission as belonging to a class of employment where the availability of a motor vehicle is deemed to be a condition of employment may opt to receive a monthly car allowance of

~~\$33358.3974~~ plus ~~246.6047~~ cents per kilometer effective April 1, 2017~~21~~ and ~~\$343.19~~ plus ~~25.32~~ cents per kilometer effective April 1, 2018, except that an employee of the Department of Lands and Forestry Resources designated to be paid a supplementary rate for use of their light truck shall be paid a monthly allowance of ~~\$33358.3974~~ plus ~~2830.4865~~ cents per kilometer effective April 1, 2017~~21~~ and ~~\$343.19~~ plus ~~29.32~~ cents per kilometer effective April 1, 2018.

(b) A monthly car allowance of ~~\$896965.8608~~ effective April 1, 2017~~21~~ and ~~\$923.23~~ effective April 1, 2018 shall be paid to an employee of the Department of Transportation & Infrastructure Renewal holding the position of Engineering Survey Technician or Project Engineer.

(c) A monthly car allowance shall be paid to scale house operators (Motor Vehicle Registry), and road transport inspectors in the Department of Transportation and Infrastructure Renewal, in accordance with the following:

Effective April 1, 2017~~21~~

8 kms to 24

kms.....\$6671.8594

24 kms to 48.3

kms.....\$1019.8762

over 48.3

kms.....\$17184.929

~~Effective April 1, 2018~~

~~8 kms to 24~~

~~kms.....\$68.82~~

~~24 kms to 48.3~~

~~kms.....\$104.87~~

~~over 48.3~~

~~kms.....\$176.97~~

The rates in (a), (b), and (c) above will be adjusted ~~annually every three (3) months (up or down) on April 1, of any subsequent year of this Agreement after April 1, 2018.~~ **after April 1, 2021.** This adjustment will be based on the **three (3) month over three (3) month average percentage change** ~~annual average year over year percentage change~~ in the Nova Scotia Private Transportation Index ~~for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. The calculation is based on the calendar year January to December change over January to December.~~

32.02 Other Expenses

(a) Reasonable expenses incurred by an employee on the business of the Employer may be reimbursed by the Employer subject to the Employer's approval.

(b) In addition to (a) above, where an employee is traveling on the Employer's business and overnight commercial accommodations have been authorized and used, the employee will be reimbursed an allowance of ~~five ten~~ dollars (\$~~5~~**10**.00) per day to cover miscellaneous out of pocket expenses such as baggage charges, tips and gratuities (other than meals and taxi use) and personal local telephone calls attributed to the period of travel status for which no other reimbursement or allowance is provided.

**(c) The Employer will reimburse employees who are required to provide an automobile for the purposes of carrying out employment functions for any cost of business use insurance incurred by the employee because of using an automobile on the Employer's business, to the maximum of three hundred dollars (\$300.00) per year, upon provision of a receipt.**

#### 32.03 Transportation (CL, HSA, HSB, HSN, and MOS Pay Plans)

An employee who is required to travel to or from work between the hours of 12:00 midnight and 6:00 am shall be entitled to be reimbursed for actual transportation expenses incurred to a maximum of \$8.~~26~~**64** per shift commencing April 1, 201~~8~~**21**. This rate will be adjusted ~~annually~~ **every three (3) months (up or down)** on April 1, of any subsequent year of this Agreement after April 1, 201~~8~~**21**. This adjustment will be based on the **three (3) month over three (3) month average percentage change** ~~annual average year over year percentage change~~ in the Nova Scotia Private Transportation Index for the calendar year preceding the April 1 effective change date, as calculated by Statistics Canada. ~~The calculation is based on the calendar year January to December change over January to December.~~

32.05 Meal Allowances Subject to Article 32.02, an employee required to travel on business for the Employer may claim a per diem meal allowance in respect of meals, that are not otherwise provided, in accordance with the following:

Breakfast \$~~8~~**10**.00 per day may be claimed when the employee has been travelling on the Employer's business for more than one hour before the recognized time for the start of the day's work.

Lunch \$~~15~~**7**.00 per day

Dinner \$205.00 per day may be claimed when the employee is not expected to return to their residence before 6:30 pm.

#### 32.06 Private Accommodation

Where the employee is required to be away overnight on the Employer's business and their supervisor has authorized the use of private overnight accommodations, the employee may be reimbursed to a maximum of \$~~4~~50.00 per night.

#### **e) Standby Pay**

68. The Master Agreement currently has two different levels of payment for employees who are required to "standby" for duty by the Employer; one level for employees in the Department of Lands and Forestry and a different level of standby pay for everyone else. Lands and Forestry employees receive pay at their normal rate or leave with pay for one-third of their standby time. All other employees receive a set amount for each standby period of eight hours or less, \$16.21 for a non-holiday and a holiday rate of \$32.40.

69. The Union proposes to standardize standby pay for all employees in the bargaining unit at the level currently provided to Lands and Forestry employees.

#### **f) Conclusion**

70. The NSGEU looks forward to a constructive exchange with the employer when it meets with the Board for the mediation session on May 8 and 9. The outstanding issues can be resolved if both parties understand their respective positions and show a willingness to compromise.

71. In keeping with the principal of replication, the economic proposals advanced by the Union are largely based on provisions recently negotiated in the Healthcare Collective Agreement. Those provisions have been modified to take account of increases in the cost of living which were not a factor in bargaining at the Healthcare table.

72. This is a reasonable position for the Union to take. It would not be reasonable to suggest that a Union, possessed of the right to strike to further its bargaining positions, would stand by in these circumstances and do nothing to protect the economic well-being of its members.

73. The Union reserves the right to make further submissions before the arbitration on any matters that remain unresolved after the mediation.



All of which is respectfully submitted this 4<sup>th</sup> day of April, 2022.

A handwritten signature in blue ink, appearing to be 'DR' with a stylized flourish.

David Roberts

Solicitor for the Nova Scotia Government and General Employees Union