

Employer Final Offer

As presented on March 30th, 2022

Collective Agreement

between

South Shore Regional Centre for Education

And

The Nova Scotia Government and General Employees Union, Local 70

- **Items in Bold and Underline are Agreed.**
- **Items in Bold only are outstanding**

The Employer provides the following full and final offer to the Union. All Articles previously agreed (including Housekeeping) remain agreed. The Employer proposes the following in resolution of all outstanding issues. Please note that the following is presented as a package and the Employer's monetary proposal is contingent on all items being agreed to as proposed by the Employer herein. In the event that the parties do not reach agreement on all outstanding matters the Employer reserves the right to alter its position as contained herein in relation to any outstanding matter.

ARTICLE 1 - PREAMBLE

*1.2 In this Agreement:

***(u) "10.5 Month Employee" - means an Employee who occupies a permanent full-time or permanent part-time position and is paid annually for two hundred sixteen (216) days as follows; two hundred six (206) working days, and ten (10) holidays together with vacation pay in accordance with Article 11. as that is identified in Articles 8.3(a) & 8.3(b). Classifications identified in Article 8.3(a) & 8.3(b) will be paid the applicable holiday(s) together with vacation pay in accordance with Article 10 & Article 11.**

***(v) "Board" means South Shore Regional Centre for Education ("SSRCE").**

***(x) "Surplus" or "Surplus Employee" means a permanent or probationary status employee whose position has been deemed to be in excess of the number of positions required by the Employer within their school(s)/work location(s).**

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 South Shore Regional Centre for Education (SSRCE) and the Nova Scotia Government and General Employees Union (NSGEU) believe in social justice and the value of diversity. The parties recognize the diverse communities served by the SSRCE and believe that the composition of the workforce should reflect the diversity of these communities. Where mutually agreed, and such agreement shall not be unreasonably withheld, 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 8 - HOURS OF WORK

*8.1 (a) Subject to Article 8.1(b) and (c) the regular work hours for all permanent full-times (both 10.5 and 12 month Employees), shall be thirty-five (35) hours per week, scheduled five (5) days per week, Monday through Friday. The normal working day shall consist of seven (7) hours scheduled between the hours of 7:00 a.m. and 6:00 p.m.

(b) Notwithstanding Article 8.1(a) the regular work week for Dispatchers will be forty (40) hours per week scheduled, five (5) days per week, Monday through Friday scheduled between the hours of 7:00 a.m. and 6:00 p.m. except when school is not in session. During March break, December break and summer break, the clerk dispatchers shall revert to the normal hours worked by the members of the bargaining unit as per Article 8.1(a) during these time periods with pay to be reduced accordingly.

***(c)** Notwithstanding Article 8.1(a) the regular work week for the IT Support Specialists and the Information Systems and Design Officer, will be forty (40) hours per week, scheduled five (5) days per week, Monday through Friday, except when school is not in session. During March break, December break and summer break, the IT Support Specialists, and the Information Systems Administrator and Design Officer will be allowed to work a modified or flex work week on a mutually agreed schedule.

It is agreed that all overtime, other than travel time, worked by IT Support Specialists will be accumulated at the rate of one and one-half (1 1/2) times the regular rate for all hours in excess of their regularly scheduled hours.

*(d) For classifications ~~may~~ **that** have travel responsibilities which may necessitate travel outside normal work hours, such additional time will be banked at the applicable overtime rate and such time will be used when operationally feasible.

*8.3 * (a) The work year shall be one hundred ninety-five (195) days per year as corresponds to the school year as established by the Employer, plus a total of eleven (11) additional days which shall be either immediately **after school** closing in June, or immediately prior to school opening in September, or a combination of both as determined by the Employer as per the following list:

- School Administrative Assistants; and
- Administrative Assistants in ~~CO's~~ Central/Regional Office;

*(b) The work year shall be one hundred ninety-five (195) days per year as corresponds to the school year as established by the Employer, plus a total of ten (10) additional days which shall be either immediately after school closing in June, or immediately prior to school opening in September, or a combination of both as determined by the Employer as per the following list:

- **Student Support Workers**
- **Lead Early Childhood Educators**
- **Support Early Childhood Educators**

*(c) The work year for twelve (12) month Employees will be as per the following list:

- Administrative Assistants in CO's **Central/Regional Office;**
- Receptionist/Clerk;
- ~~Purchasing Officer~~ **Procurement Analyst;**
- IT Support Specialists;
- Clerks;
- Transportation Clerk
- Head Payroll Clerk;
- Payroll Clerks;
- Accounts Payable Clerk;
- Accounting Clerks;
- Information Systems Administration and Design Officer;
- **SchoolsPlus Community Outreach Workers**

ARTICLE 9 OVERTIME

*9.4 All time worked in excess of an Employee's regular scheduled working day or working week shall be compensated at the rate of time and one-half the Employee's regular rate of pay. For part-time Employees, overtime shall not be paid until the Employee has worked the usual number of hours for a full-time Employee in that classification. Overtime shall be rounded up to the nearest quarter (1/4) hour when calculating overtime compensation.

(a) **Notwithstanding 9.4, an employee opting to work a flexible schedule, may choose to include hours outside their normal working hours which would be compensated at their regular rate of pay.**

***9.6 (i) Employees who accumulate time off in lieu of pay are encouraged to use the accumulated hours in the year in which the hours are accrued.**

*9.9 Where the Employee is required to work at home, **outside of their normal hours of work**, as a service to the Employer, the Employee shall be compensated at the rate of one and one-half (1.5) times the regular rate of pay for the time spent performing service for the Employer, rounded to the nearest quarter (1/4) hour.

***9.10 Weekend/Overnight Camps**

Notwithstanding 9.5 SchoolsPlus Community Outreach Workers shall be selected to work at **weekend/overnight camps** on a voluntary basis and then subsequently selected on a seniority basis. Employees shall be compensated for all hours worked, including travel, at the employee's regular (1x) rate of pay. Both the Employee and the Employer agree that time off may be granted in lieu of pay and when there is mutual agreement on when the time is to be taken.

ARTICLE 10 – HOLIDAYS

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

- (a) New Years Day
- (b) Heritage Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) First Monday in August
- (h) Labour Day
- (i) Truth and Reconciliation Day**
- (ij) Thanksgiving Day
- (jk) Remembrance Day
- (kl) One half (1/2) day on Christmas Eve
- (lm) Christmas Day
- (mn) Boxing Day
- (no) One half (1/2) day on New Years' Eve
- (np) and such other holidays as are proclaimed legal holidays by the Federal or Provincial Government or the Minister of Education.

Permanent 10.5 month Employees shall be paid for the above Holidays only if such Employee has received or is entitled to receive pay on the employees last regularly scheduled working day immediately preceding the Holiday, and pay on the employees first regularly scheduled working day immediately following the Holiday which shall include any of the additional **eleven (11)** days of work scheduled as provided for in Article 8.3(a) or the additional ten(10) days of work as provided for in Article **8.3(b)**.(new language for Article 8.3(b).

ARTICLE 15 JOB POSTING AND STAFF CHANGES

*15.2 (b) if the term is for a period of one hundred ten (11 0) working days or more, any Employee in the bargaining unit can apply and if a permanent bargaining unit Employee fills the position they can work in that position until the incumbent returns.

If the term position is extended beyond the end of the first year then the term position will be reposted if the position is held by an employee who is not a permanent employee. The Employer and the Union ~~may~~ **must** agree to extend the term of the non-permanent employee;

***(c) Should a term position be discontinued prior to its end date, the employee will be advised in writing not less than ten (10) working days prior to the date of discontinuance. If notice is not given within 10 working days, an employee shall continue to receive his/her pay for the number of days for which the notice was not given.**

(ed) At the conclusion of the leave the permanent Employee has the right to return to their original position:

- (de) if the position is vacated by the incumbent, the replacement bargaining unit Employee will be able to apply for the posted vacancy and remain in the position until the position is filled; or
- (ef) the vacant position will be posted and filled in accordance with this article.

*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 Employees in the bargaining unit and found no suitable applicant. If the Employer considers outside applications, the Union will be informed of the reasons prior to filling the positions.

***Notwithstanding any other clause in the collective agreement and unless otherwise specified, all vacancies within the Bargaining Unit, including promotions and new positions, will be filled in the following sequence:**

- I. **Permanent Employees in the same classification and percentage**
- II. **Employees who are laid off or in receipt of layoff notice.in the same classification**
- III. **Permanent employees, all classifications and percentages**
- IV. **Term Employees who have completed the probationary period and are employed at the time of the posting**
- V. **External applicants**

***Staffing Procedures**
Lead Early Childhood Educators and Support Early Childhood Educators

Article 15.16 Staffing Procedures – Lead Early Childhood Educators and Support Early Childhood Educators

Notwithstanding any of the above, the following articles outline the distinct staffing procedures required for each classification of Lead ECEs and Support ECEs employees unless otherwise specifically referenced herein. For further clarification, this process only applies to permanent Lead ECE and permanent Support ECE positions.

- (a) No later than April 1st, the staffing chronology for Lead ECEs and Support ECEs will be determined and communicated to employees each school year. The Employer and the Union may amend the date as set out above provided such amendment is mutually agreed.
- (b) The Employer shall begin the staffing process by the first week of May of each school year and shall send “surplus” notices to impacted employees upon starting the staffing process.
- (c) **Request for Transfer(s)**
To be considered eligible for the transfer round, all regular permanent status employees must submit their request(s) for transfer to the Employer prior to end of day May 1st of each school year. An employee’s transfer request(s) will only include schools the employee accepts as an automated transfer assignment for the upcoming school year. Request(s) must be for a position within the same classification and percentage of work.
- (d) **Transfer Round**
The Employer shall attempt to assign all permanent vacant positions using the Transfer information with priority given to employees with the most seniority. Employees will be automatically placed in a vacant position in this round. Employees will be notified once they are assigned a permanent position. Any permanent position not filled via a transfer round may be filled by using Article 15.
- (e) The Employer shall use the Transfer information to fill all permanent vacant positions until October 15th of each school year. Any permanent position not filled via the transfer round may be filled using Article 15.
- (f) **Term Round/Postings**
Following the completion of the transfer rounds on October 15th, the Employer shall post all remaining permanent vacancies as TERM positions. Once the Employer has filled all known permanent vacancies, staffing of term positions shall commence.
- (g) Notwithstanding any other provision of this Collective Agreement, the Employer and the Union may amend the Lead ECE and Support ECE Staffing processes as set out above provided such amendments are mutually agreed. In the event that Lead ECEs & Support ECE staffing changes are to be discussed, representatives of the Joint Consultation Committee will discuss considerations associated with a fair and reasonable process and procedure for implementation. In the event an agreement is reached through this JCC discussion, said agreed-to provisions will be adopted. Likewise, in the event that no

agreement is reached through the JCC discussion, status quo language as set out herein stands.

ARTICLE 16 - LAYOFFS AND RECALLS

*16.1 (a) 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.

- i) **For Lead Early Childhood Educators (Lead ECEs) and Support Early Childhood Educators (ECEs), a full layoff occurs when, as a result of the annual staffing process, a permanent full time or permanent part time Employee is/remains surplus as of October 15th.**

*16.3 All applicable 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** the Employee 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 are scheduled for closure, reductions will be done by seniority. Laid-off Employees shall have rights pursuant to Article 16.6.

***(cb)** Where an Employee's position is relocated or transferred, the Employee shall be offered any vacant position within their classification in the new location. 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.

ARTICLE 16 LAYOFFS AND RECALLS

***16.6** In the event of layoffs:

(a) For the purposes of the Article, the "same classification" means:

- 1 School Administrative Assistants
 Administrative Assistants in Central/Regional Office
- 2 — ~~Head Payroll Clerk~~
 ~~Payroll Clerks~~
- 2 Accounts Payable Clerk
 Accounting Clerks
 Receptionist/Clerk
 Transportation Clerk

***All other classifications will be stand alone.**

16.6 (i) No employee shall receive a promotion through the displacement process.

16.10

Subject to consideration of ability, experience, qualifications, Employees placed on the recall list shall be recalled by order of seniority to any vacant position in the same classification of the Employee. If the position to which the Employee is recalled is outside the ~~geographical district~~ **county** in which the Employee was ~~formally~~ **formerly** employed, the Employee shall be entitled to refuse the notice of recall without affecting their rights for further recall.

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;

***(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) Employees shall be granted **two (2)** working days (with pay if scheduled to work) bereavement leave in the event of the death of the Employee's, aunt, uncle, niece, nephew, brother-in-law, **or** sister-in-law. This leave will be taken no later than the scheduled day of the funeral.

ARTICLE 20 - LEAVE OF ABSENCE FOR UNION BUSINESS

*20.3 Leave of Absence for Full-time Union President **Executive Position**

~~(a) An Employee who declares their intention to offer forth e position of President of the Union shall notify the Employer as soon as possible after declaring their intention to seek the office of President.~~

~~(b) An Employee elected or appointed as President of the Union shall be given a leave of absence without pay for the term she is to serve up to a maximum of three (3) years.~~

~~(c) Notwithstanding article 20.3(b), a leave of absence for a second (2nd) and subsequent consecutive term shall be granted where operational requirements permit.~~

~~(d) For the purpose of article 20.3(b) and 20.3(c), the leave of absence shall commence on June 1 and end on May 31.~~

~~(e) All benefits of the Employee shall continue in effect while the Employee is serving as President, and, for such purposes, the Employee shall be deemed to be in the employ of the Employer.~~

~~(f) Notwithstanding paragraphs 20.3(b) and 20.3(c), the gross salary of the President shall be determined by the Union and paid to the President by 31 the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union.~~

~~(g) On expiration 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, at a salary level commensurate with the position previously held.~~

~~(h) Notwithstanding paragraph 20.3(b) or any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service and employment with the Employer for all purposes.~~

~~(i) Notwithstanding the provisions of the Collective Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the Employee returns from leave of absence. The Employee will not earn vacation while on a leave of absence.~~

~~(j) The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, group insurance premiums and any other benefits made on behalf of the Employee during the period of leave of absence.~~

Where the Union has determined the requirement for a fulltime elected Union Executive position 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 first 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. For further clarity, the employee shall not earn vacation quota while on the leave of absence.**

- f. Subject to operational requirements, a leave of absence for a second and subsequent consecutive term may be granted in accordance with the above. Such a leave shall not be unreasonably denied.
- g. It is understood that any subsequent term of office, the employer may fill the employee's position with another permanent employee. The employer and union further agree to place the employee in the same position or a comparable position that is at a salary level commensurate with the position previously held, unless it is mutually agreed between both parties that the Employee(s) return to a particular position. The Employer and the Union further agree to consult on the placement on the employee prior to their return.

ARTICLE 23 - IN-SERVICING AND PROFESSIONAL DEVELOPMENT

*23.1 (a) The Employer shall provide the sum of ~~Five~~Ten thousand (~~\$5~~ **\$10,000**) in each year of the Agreement for Employees taking employment related courses commenced and successfully completed. A financial statement will be forwarded to the Local President(s) at the end of the fiscal year, by July 31.

(~~b~~e) Guidelines and administration relating to this Article shall be as developed by the Joint Consultation Committee.

23.2 (a) The Employer shall provide the sum of four thousand (\$4,000) in each year of the Agreement for in-servicing for Employees. Money not used in one calendar year may be carried forward to be used in the following calendar year. For greater clarity, the total of the carryover and the fund combined shall not exceed \$8000.

(b) The Employer agrees that in-servicing opportunities for two (2) days each year for each Employee will be made available.

(c) The content of the in-servicing programming will be developed in consultation with the Joint Consultation Committee. In-servicing could include in-services offered by the Employer which is open to other Employees of the Employer.

(d) It is expected that each Employee will attend all in-servicing programs offered unless good and substantial reasons are provided.

ARTICLE 28 – JOINT CONSULTATION COMMITTEE (“JCC”)

28.1 A Joint Consultation Committee ("JCC") shall be established immediately following the signing of this Agreement with the full support and recognition of both parties. The JCC will work cooperatively to deal with issues of common concern to both the Local and Employer. The JCC 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 three (3) other persons appointed by the Employer. By mutual agreement, other persons may attend meetings of the Committee.

ARTICLE 32 – WAGES AND ALLOWANCES

*32.3 Employees will be paid on a bi-weekly basis by direct deposit. Each Employee shall be provided with an itemized statement of wages, overtime and any supplementary pay and deductions. **This statement will be provided electronically only.** An Employee may change their account by giving ten (10) days' notice to the Employer.

~~*32.5 Employees shall be given the option of purchasing Canada Savings Bonds through payroll deductions on the following terms:~~

~~(a) Deductions will be deducted equally bi-weekly throughout the school year; and~~

~~(b) Employees will pay one hundred percent (100%) of the cost of the Canada Savings Bonds.~~

*32.8 Any Employee covered by this Agreement who is temporarily assigned to another position to which the rate of pay is lower than the rate of pay for such Employee's regular position shall not have their original rate of pay reduced while so temporarily assigned.

Employees who voluntarily move to a position with a lower rate of pay shall receive the lower rate of pay.

*32.11 Employees shall be reimbursed for travel and related expenses as per South Shore Regional Centre for Education policy and procedures. Employees travel to the bank, to the post office, and/or to do deliveries to schools, etc. qualify for reimbursement under Employer policy and procedures. Employees who are required to use their personal vehicle will be paid an allowance of **five dollars (5.00)** per trip or the prevailing rate whichever is greater. **Kilometrage** rate will follow the provincial rate.

*32.12 Employees shall not be required to transport students in their privately owned vehicle.

Notwithstanding 32.12, Community Outreach Workers and Student Support Workers may be required to transport students in personal vehicles, only when necessary and in accordance with the policies and procedures of the Centre. It is understood that these employees are not to perform daily or routine travel services for student or parents.

ARTICLE 33- JOB SHARING

*33.15 The parties agree, except for the cost of benefits provided for under this Article there will be no added cost to the Employer directly resulting from any job-sharing arrangement. **Employees are required to work the minimum number of hours per week to qualify for benefits.**

ARTICLE 40 – EMPLOYEE BENEFITS

*40.2 Eligible Employees shall receive those benefits as contained in the plan known as the Nova Scotia **Education Common Services Bureau** ~~School Board's Association-Benefit Plan~~ for NSGEU Employees.

Employee **and Family** Assistance Program

*40.12 The Employer will provide an Employee **and Family** Assistance Plan, no less favorable than that which existed at the expiry of the previous Collective Agreement, the full cost of which shall be paid by the Employer. **The employer and the union will make reasonable efforts to communicate the plan information to all members at the beginning and middle of every school year.**

ARTICLE 41 -TERM OF AGREEMENT

*41.1 (a) This Agreement shall be in effect for a term beginning from April 1, ~~2015-~~ **2021** to March 31, ~~2024,~~**2024**. This Agreement 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 within the two (2) month period preceding the date of expiry of the Agreement.

Employer Wage Proposal

The Employer proposes the following wage increases:

April 1, 2021	1.5%
April 1, 2022	1.5%
April 1, 2023	1.5%
March 31, 2024	1.0%

HOUSEKEEPING

- Change all occurrences of Superintendent to Regional Executive Director
- Adjust some formatting
- Article 12.4 c, remove reference to 12.04 and replace with 12.4
- Alphabetize the definitions in the preamble

Employer is proposing to remove MOU #4

~~MEMORANDUM OF UNDERSTANDING~~ ~~#4~~

~~BETWEEN:~~

~~SOUTH SHORE REGIONAL CENTRE FOR EDUCATION~~

~~(Hereinafter called the "Employer")~~

~~AND~~

~~THE NOVA SCOTIA GOVERNMENT EMPLOYEES UNION~~

~~(Hereinafter called the "Union")~~

~~Pension~~

~~Following the internal pension review process currently underway regarding the possibility of moving the SSRCE Support Staff Pension Plan into the Nova Scotia Public Service Superannuation Plan (PSSP), the Pension Advisory Committee (PAC) will be provided with any relevant information as it becomes available. The PAC will review the information and make recommendations to the appropriate bodies.~~