

Union Proposals

To be Tabled on
March 8th, 2022

Collective Agreement

between

**Nova Scotia Government & General
Employees Union, Local 70**

(Hereinafter referred to as the "Union")

and

The South Shore Regional School Board

(Hereinafter referred to as the "Employer")

Union proposed changes to the current Collective Agreement are indicated by asterisk (), with additions in "bold" and deletions are indicated in "~~striketrough~~" type.*

Notes are indicated with [NTD]

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

The union would like to engage in conversation on a number of important topics to our members ;

1. Wage Parity
2. Administrative Staff – OnCall & Standby
3. Inclusion of new Classifications into the CBA (SPCOW, Lead ECEs, ECEs, etc...)

ARTICLE 1 - PREAMBLE

1.2 In this Agreement:

- (v) “Board” means the South Shore Regional Centre for Education (“SSRCE”)

[NTD: The union would like to have discussions regarding the # of working days for each classification. Related to the union’s proposal for Article 8]

- (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 fifteen (216) days as follows; two hundred six ~~five~~ (206 ~~205~~) working days, and ~~nine~~ (40) ten (11) holidays together with vacation pay in accordance with Article 11.
- (x) “Surplus” or “Surplus Employee” means a regular or probationary status employee whose position has been deemed to be in excess of the number of positions required by the Employer within her/his School.

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 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 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 10 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.

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.

~~In recognition of the fact that this classifications~~ s 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.

~~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.~~

[NTD: The union would like to have discussions regarding the # of working days for each classification. Related to the union's proposal for Article 8]

8.3 (a) The work year shall be one hundred ninety-five ~~four~~ (195 **194**) 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 **Centre Offices** ~~CO's~~.
- **Student Support Workers**

(b) The work year shall be one hundred ninety-four (194) days per year in 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:

- **Lead Early Childhood Educators**
- **Early Childhood Educators**

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

- Administrative Assistants in **Centre Offices** ~~CO's~~;
- Receptionist/Clerk;
- Purchasing Officer;
- IT Support Specialists;
- Clerks;
- Transportation Clerk
- Head Payroll Clerk;
- Payroll Clerks;
- Accounts Payable Clerk;
- Accounting Clerks;
- Information Systems Administration and Design Officer;
- **Schools Plus Community Outreach Workers**

ARTICLE 9 – OVERTIME

9.10 Weekend/Overnight Camps

Notwithstanding 9.5(a) Schools Plus Community Outreach Workers shall be selected to work at weekend 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. Compensation shall be paid in the next pay period. 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
- (p) and such other holidays as are proclaimed legal holidays by the Federal or Provincial Government or the Minister of Education.

[NTD: The union would like to have discussions regarding the # of working days for each classification. Related to the union's proposal for Article 8]

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 **ten (10)** or eleven (11) days of work scheduled as provided for in Article 8.3(a) **or 8.3(b)**.

ARTICLE 11 - VACATIONS

11.3

Years of Service	<u>12 month Employees</u>	<u>10.5 month Employees</u>
Less than one year	Pro-rated portion of fifteen (15) working days	6% of employee's gross (87.5% of 12 month entitlement)
1 – 8 3 years	Fifteen (15) working days	6% of employee's gross wages (13 working days)
9 – 17 4 - 13 years	Twenty (20) working days	8% of employee's gross wages (17.50 working days)
18 years and over <u>14 – 23 years</u>	Twenty-five (25) working days	10% of employee's gross wage (22 working days)
30 <u>24</u> years and over	Thirty (30) working days	12% of employee's gross wages (26.5 working days)

ARTICLE 12 - SICK LEAVE PROVISIONS

[NTD: The union would like to have discussions regarding the maximum accumulation of Sick Leave Credits. The union's proposal is intended to reflect any employee's entitlement to take an equivalent of one (1) year sick Leave.]

- 12.2
- (a) Employees shall earn sick leave credits at the rate of one and one half (1.5) days per month of active service to a maximum sick leave accumulation of ~~one hundred ninety-five (195)~~ **two hundred and four (204) or two hundred and five (205) days for 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 September 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 14 - PROBATIONARY EMPLOYEES

14.1 (a) Notwithstanding any other provision in this Collective Agreement a newly hired Employee shall be on probation for a period of one hundred and ~~fifty~~ **twenty** (~~150-120~~) of actual work from the date of hire as a permanent full-time or permanent parttime Employee ("Probationary Employee") and shall be subject to the following terms and conditions:

(b) The parties agree that the purpose of the probationary period is to provide the Employer with the opportunity to assess the new Employee's suitability for ongoing employment with the Employer. **Where performance issues are identified by the Employer before the expiration of the one hundred and twenty (120) days probationary period, the Employer may extend the probationary period for a further forty (40) days. The Employer shall notify the Union in writing when an employee's probationary period is to be extended.**

(c) In no case shall an employee's probationary period exceed one hundred sixty (160) days.

ARTICLE 15 - JOB POSTING AND STAFF CHANGES

15.2 If the posting is for a Term Position:

- (a) If the term is for a period of less than ~~one hundred ten (110)~~ **ninety (90)** working days, no Employee in the bargaining unit can apply;
- (b) If the term is for a period of ~~one hundred ten (110)~~ **ninety (90)** 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) at the conclusion of the leave the permanent employees has the right to return to their original positions.
- (d) **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.**
- (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.

Article 15.6

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.

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. **Term Employees who have completed the probationary period and are employed at the time of the posting**
- IV. **External applicants**

Staffing Procedures – Lead Early Childhood Educators and Early Childhood Educators

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

Notwithstanding any of the above, the following articles outline the staffing procedures required for each classification of Lead ECEs and ECEs unless otherwise specifically referenced herein

- a) **The Employer shall make its reasonable best efforts by the first week of June of each year to formulate a staffing proposal for the following school year. The Employer will notify the Union if this is unattainable. The staffing proposal shall identify all vacant and term positions which are then known as well as a chronological staffing process. Positions will be awarded by seniority in accordance with Article 15. Application in any staffing round is deemed to be intention to accept the position.**
- b) **Surplus Round**
Once the above noted staffing formula is known, within seven (7) working days, the Employer shall post on the SSRCE website a list of all regular positions available for the upcoming school year. Surplus status Lead ECEs and ECEs (having 0 hours currently assigned for the following school year) only shall be permitted to apply for these newly created regular positions (which excludes vacancies created by resignations and retirements) and shall have a maximum of two (2) working days to make application for these positions. Employees who accept a position in this round are then ineligible to apply for another position unless such position would result in an increase in working hours.

The Employer shall make reasonable best efforts to send the displacement options, in accordance with Article 16 to impacted employees within two (2) working days. If no application is made in this round in accordance with Article 16, displacement rights do not apply.

c) Transfer / External Round

Following the completion of the above-noted surplus round, the Employer shall post on the SSRCE website a list of all remaining regular positions (positions remaining unfilled from the surplus round described above plus any new regular positions that have resulted from retirements and resignations) and all known term positions. Regular status employees and external applicants shall be permitted to apply for these positions. No consideration shall be given to any external applications until the Employer has reviewed all applications from employees within the bargaining unit and determined that there is no internal applicant that has met the objective criteria as per Article 15.1 Any internal applicant who secured a full-time position in the Surplus round is not eligible to apply. Applicants and shall have a maximum of two (2) days to make application for these positions. Employees who accept a position in this round are then ineligible to apply for another position unless such position would result in an increase in working hours.

d) The Employer shall continue to post positions in accordance with 15.1 above until the week prior to the first day of school, in accordance with the staffing chronology referenced in 15.16(a). There may be a summer hiatus during these rounds where no postings shall take place. The dates of the hiatus shall be communicated to all Lead ECEs and ECEs.

e) Term Round

Following the completion of the transfer / external rounds as described above, the Employer shall post on the SSRCE website a list of all remaining positions. Such positions will be only be open to Regular status employees who are on layoff (including those who have accepted a reduction in hours) and external applicants. No consideration shall be given to any external applications until the Employer has reviewed all applications from employees within the bargaining unit and determined that there is no internal applicant that has met the objective criteria as per Article 15.1. Applicants shall have a maximum of two (2) days to make application for these positions. Such positions will be granted on a term basis.

f) At any time during the Lead ECE or ECE staffing process, employees who accept a position in the above-mentioned posting rounds are ineligible to apply for another posted position unless such position would result in an increase in working hours.

g) Notwithstanding any other provision of this Collective Agreement, the Employer and the Union may amend the Staffing processes as set out above provided such amendments are mutually agreed. In the event that Lead ECEs & ECEs 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 Early Childhood Educators (ECEs), a full layoff occurs when, as a result of the annual staffing process, a regular full time or regular part time Employee is/remains surplus at the end of June.**

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~~ 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 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(e), 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 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 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 ~~one (1)~~ **Three (3)** working day (with pay if scheduled to work) bereavement leave in the event of the death of the Employee's, aunt, uncle, niece, nephew, **guardian or ward of the employee, a person permanently residing in the employee's household or with whom the employee permanently resides**, brother-in-law, **and** sister-in-law. This leave will be taken no later than the scheduled day of the funeral.

(c) Where a death in an Employee's family requires the Employee to travel, an additional two (2) calendar days (with pay if scheduled to work) may be allowed to the Employee as bereavement leave under this Article, ~~at the discretion of the Employer~~; and

(d) The Employer may grant additional bereavement leave with or without pay in cases where extraordinary circumstances prevail.

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.

(~~be~~) 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~~ **ten** thousand (\$~~4~~ **\$10**,000) in each year of the Agreement for in-servicing for Employees. Money not used in one calendar year will not be carried forward.

(b) The Employer agrees that in-servicing opportunities for two (2) days each year for each Employee will be made available. 35

(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

*32.11 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 **Eight dollars ((\$38.00)** per trip or the prevailing rate whichever is greater. Kilometerage rate will follow the provincial rate.

Employee **& family** Assistance Program

40.12 The Employer will provide an Employee **& 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 40 – EMPLOYEE BENEFITS

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

40.13 Health Spending Account

The Employer shall create a Health Spending Account and credit each permanent employee in the amount of Two hundred and fifty dollars (\$400.00) 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 pro-rated based on the balance of the months remaining in the year and the total current annual amount.

ARTICLE 41 – TERM OF AGREEMENT & WAGE SCHEDULE

The Union will make a proposal regarding the duration of the Collective Agreement and wage rates at a future date; however, the Union's preference is to seek a 3 year agreement.

The Union proposes to keep MOUs as is for the duration of the new Collective Agreement

- Letter of Understanding – Shared Services Seniority
- MOU #2 – Process for Transfer of IT Staff
- MOU #3 – Severance
- MOU #4 – Pension
- MOU #5 – Classification Review.