

Union Proposals

Tabled on
October 21, 2015

Collective Agreement

between

**Nova Scotia Government & General
Employees Union**

(Hereinafter referred to as the "Union")

and

Province of Nova Scotia

(Hereinafter referred to as the "Employer")

Union proposed changes to current Collective Agreement are indicated in "bold" type. Proposed deletions are indicated in "strikethrough" type.

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

These proposals and the discussions about them are made on a without prejudice basis in the pursuit of settlement of the terms of a renewed Master Agreement and may not be referred to in later proceedings in the Labour Board or an Interest Arbitration Board except where agreement is reached on a particular change to the Master Agreement in writing initialed by the chief negotiator for each of the Union and the Province.

ARTICLE 13 – RE-ASSIGNMENT AND JOB VACANCIES

13.02 Expression of Interest

- a) For the purposes of this article, an “expression of interest” is a process for filling a vacancy with a qualified employee within the same classification ~~and same department~~. An expression of interest will identify the duties and the office location of the position(s).
- b) Subject to consideration of ability, experience, qualifications, or where the Employer establishes that special skills or qualifications are required, according to objective tests and standards reflecting the functions of the job concerned, prior to filling new positions or vacancies by job competition, the Employer will invite employees within the same classification ~~and the same department~~ to submit an expression of interest. Where more than one expression of interest is received, the employee with the greatest length of service will fill the position.
- c) Employees, who have completed their probationary period, are eligible to apply for an expression of interest within the same classification ~~and same department~~ provided that they are:
 - (i) A permanent ~~full-time or part-time~~ employee, including a permanent full-time or part-time employee who is working in a temporary or term position; or
 - (ii) A seasonal employee; or
 - (iii) A permanent ~~full-time~~ employee, ~~part-time employee~~ or seasonal employee working in a temporary or term position who applies for an expression of interest ~~in the same department as his/her temporary or term position~~ and in the same classification as his/her temporary or term position.
- d) A term employee who has completed twelve (12) continuous months of service with the Employer is eligible to apply for an expression of interest within the same classification ~~and same department~~.

Trial Period

Should the successful candidate for a posted vacancy be a current bargaining unit member, she will be placed in the position on a trial period for up to six (6) months. If she chooses to return to her former position during the trial period, she will be returned to her former position and salary without loss of service or seniority and any other employee promoted or transferred because of the rearrangement of positions will be returned to her former position and salary without loss of service or seniority.

ARTICLE 18 – HOURS OF WORK

18.02 Flexible Working Hours

- (a) The Employer shall authorize a flexible working hours schedule, if the Employer is satisfied that operational requirements and the efficiency of the service permit.
- (b) The Employer ~~may~~ **shall** approve a combination of flexible working hours and modified work week schedule, subject to operational requirements.

18.03 Modified Work Week

- (a) Where employees in a unit have indicated a desire to work a modified work week, the Deputy Head or delegated official ~~may~~ **shall** authorize a modified work week schedule, providing operational requirements permit and the provision of services are not adversely affected. The averaging period for a modified work week shall not exceed three (3) calendar weeks, and the work day shall not exceed ten (10) hours.
- (b) The Employer ~~may~~ **shall** approve a combination of flexible working hours and modified work week schedule, subject to operational requirements.

ARTICLE 21 – VACATIONS

*21.01 Annual Vacation Entitlement

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

(a) each year during his/her first ~~sixty (60)~~ **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 first ~~five (5)~~ **four (4)** years of service.

(b) each year after ~~sixty (60)~~ **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 ~~five (5)~~ **four (4)** years of service.

each year after **seventy-two (72)** months of service at the rate of one and three-quarters ($1 \frac{3}{4}$) days for each month of service; four (4) weeks one day after **six (6)** years of service.

each year after **ninety-six (96)** months of service at the rate of one and five-sixths ($1 \frac{5}{6}$) days for each month of service; four (4) weeks two days after **eight (8)** years of service.

each year after **one-hundred and twenty (120)** months of service at the rate of one and eleven-twelfths ($1 \frac{11}{12}$) days for each month of service; four (4) weeks three days after **ten (10)** years of service.

each year after **one-hundred and forty-four (144)** months of service at the rate of two (2) days for each month of service; four (4) weeks four days after **twelve (12)** years of service.

(c) each year after one-hundred and ~~sixty-eight (180)~~ **(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 ~~fifteen (15)~~ **fourteen (14)** years of service.

each year after **one-hundred and ninety-two (192)** months of service at the rate of two and one-sixth ($2 \frac{1}{6}$) days for each month of service; five (5) weeks one day after **sixteen (16)** years of service.

each year after **two-hundred and sixteen (216)** months of service at the rate of two and one-quarter ($2 \frac{1}{4}$) days for each month of service; five (5) weeks two days after **eighteen (18)** years of service.

each year after **two-hundred and forty (240)** months of service at the rate of two and one-third ($2 \frac{1}{3}$) days for each month of service; five (5) weeks three days after **twenty (20)** years of service.

each year after **two-hundred and sixty-four (264)** months of service at the rate of two and five-twelfths ($2 \frac{5}{12}$) days for each month of service; five (5) weeks four days after **twenty-two (22)** years of service.

- (d) each year after two hundred and eighty-eight (288) months of service at the rate of two and one-half (2 ½) days for each month of service; six (6) weeks after twenty four (24) years of service.

ARTICLE 23 – SPECIAL LEAVE

23.06 Leave for Family Illness

- (b) In the case of illness of a family member of an employee who requires the presence and/or support of the employee, the employee may be granted, after notifying his/her Deputy Head or delegated official, leave with pay, subject to Article 18.05, up to a maximum of five (5) work days per annum except where otherwise provided in (c). **Any work day not used in any year will be carried over to successive years. An employee shall be granted up to two (2) additional days for travel and shall be paid for those travel days which are not regularly scheduled days of rest.** The Deputy Head may require proof of need for such leave as he/she considers necessary. Such leave shall not be unreasonably withheld.

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)

~~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)~~

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, 2012. **after April 1, 2015.** 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.

ARTICLE 37 – EMPLOYMENT STABILITY

MEMORANDUM OF AGREEMENT #2 – to be included as part of ARTICLE 37.

ARTICLE 38 – PAY PROVISIONS

A new step will be added to the pay scale. The new step will be effective on April 1, 2015.

The step will be available to all employees who have completed twenty-five (25) years of service.

38.01 Rates of Pay

The rates of pay as set out in the Appendices containing the pay plans for each of the bargaining units shall form part of this Agreement and **shall increase by an amount equal to the annual increase of the nominal GDP of the Province of Nova Scotia and not less than CPI** ~~include the following economic adjustments~~ as agreed to by the parties:

April 1, 2015

April 1, 2016

April 1, 2017