

IN THE MATTER OF AN INTEREST ARBITRATION PURSUANT TO THE **CIVIL SERVICE COLLECTIVE BARGAINING ACT**

BETWEEN:

**NOVA SCOTIA GOVERNMENT AND
GENERAL EMPLOYEES UNION**

(the “Union”)

-and-

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF NOVA SCOTIA**

(the “Employer”)

Arbitration Board:

Susan M. Ashley, Chair
Paul Cavalluzzo (Union Nominee)
Rollie King (Employer Nominee)

Counsel for the Union:

David Roberts

Counsel for the Employer:

Kevin Kindred Q.C.
Katie Roebathan

Date of Award:

June 8, 2022

1. The current collective agreement expired on March 31, 2021. The parties were successful in bargaining a number of changes towards a renewal agreement. After they were unable to conclude a new collective agreement through bargaining, they jointly requested the appointment of this Interest Arbitration Board pursuant to Section 26 (1) of the *Civil Service Collective Bargaining Act*, to make “an inquiry into the items in dispute referred to it”, and to make an award dealing with each item in dispute (Section 27 (1)).

2. The Union referred the following matters to the Board:

- Article 20 – Standby and callback
- Article 21 – Vacations
- Article 23 – Special Leave (Domestic Violence)
- Article 32 – Travel Regulations
- Article 38 – Pay Provisions: Rates of pay, step adjustment (CL, PR, TS), pay equity proposal (CL), acting pay, shift and weekend premiums, retention incentive.
- Article 44 – Term of the Agreement
- Appendix 11 – Work from home programs.

3. The provisions referred to the Board by the Employer are as follows:

- Article 3.02 – Equity and Diversity Initiatives
- Article 13.02 Expression of Interest

- Article 13.03 – Job Posting
- Article 19 – Overtime
- Article 25.06 – LTD
- Article 29.07 – Time Limits
- Article 37.01 – Consultation
- Article 39.02 – Injury Pay Provisions.

4. In consultation with the parties prior to beginning our deliberations, it was jointly agreed that the Board would follow a mediation – arbitration process, by which it would attempt to assist the parties to come to agreement, at the end of which it would issue a binding Award pursuant to Article 27(1) of the **Act**. The Board received substantial written submissions from the parties addressing the matters in dispute, and the principles of Interest Arbitration. We met with the parties on May 8 and 9, and June 3, 2022. Prior to these sessions, certain of the outstanding issues referred to the Board were resolved/withdrawn. We are satisfied, after making inquiry into the remaining matters, that the following changes should be incorporated into the new collective agreement.

Article 13 – Reassignment and Job Vacancies

13.02 Expression of Interest

- (c) Employees, who have completed their probationary period, and have not accepted another job offer within the past twelve (12) months, 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 their temporary or term position and in the same classification as their temporary or term position.

13.03 Job Posting

- (c) The Employer may designate up to ten (10) job postings per year to: Indigenous People, persons with disabilities, African Nova Scotians, other racialized persons, and women in roles in which they are under-represented, without Union approval.

The Union and the Employer may agree that additional job postings be designated to members from the above noted employment equity groups. The Union shall agree or disagree with the Employer's request to restrict the job posting within ten (10) business days of the Employer providing the Union with the rationale, position description, departmental seniority list of the impacted classification and applicable organizational chart.

Article 20 – Standby and Callback

20.01 Standby Compensation (effective March 31, 2024)

Except as provided in 20.06, employees who are required by the Employer to standby shall receive standby pay for each standby period of eight (8) hours or less in accordance with the following:

Regular Rate, Non-holiday	\$20.00
Holiday Rate	\$40.00

Article 21 – Vacations

21.01 Annual Vacation Entitlement

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

- (c) each year after one hundred and sixty-eight (168) months of service at the rate of two and one twelfth (2 1/12) days for each month of service; five (5) weeks after fourteen (14) years of service.

Article 32 – Travel Regulations

32.01 Kilometrage Allowance

Effective June 8, 2022, the threshold for kilometrage under Article 32 will be raised from 16000 kms to 20000 kms for all employees for the life of the current agreement. For clarity, the threshold will revert back to 16000 kms at midnight on March 31, 2024.

Article 38 – Pay Provisions

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 include the following economic adjustments:

April 1, 2021	1.5%
April 1, 2022	1.5%
April 1, 2023	3.0 %
March 31, 2024	0 .5%

38.12A Shift Premium

Effective June 8, 2022, an employee shall receive a shift premium of two dollars and thirty-five cents (\$2.35) per hour for all hours worked, including overtime hours worked, on complete shifts, half or more of the hours of which are regularly scheduled between 6.00 p.m. and 6.00 a.m.

38.12B Weekend Premium

Effective June 8, 2022, an employee shall receive a shift premium of two dollars and thirty-five cents (\$2.35) per hour for all hours worked, including overtime hours worked, on complete shift, half or more of the hours of which are regularly scheduled between 12.01 a.m. on Saturday and 7.00 a.m. on Monday.

38.13 Pay Equity

The parties agree to the creation of a Joint Committee, with equal numbers of Union and Employer representatives, to undertake a systematic review of pay equity affecting the CL Pay Plan in the Civil Service. The Committee would have the authority to retain outside expertise as required, to be cost shared by the Employer and the Union and would report to the parties, with non-binding recommendations, no later than sixty (60) days before the expiry of the renewed Collective Agreement on March 31, 2024.

**MEMORANDUM OF AGREEMENT – WORKING CONDITIONS
FOR DEPARTMENT OF COMMUNITY SERVICES
CHILD PROTECTION SOCIAL WORKERS**

Whereas four joint, Labour-Management Committees in the Department of Community Services (“the Labour-Management Committees”) have made a series of recommendations regarding the working conditions of Social Workers in Child Protection Programs operated by the Department;

And Whereas a number of those recommendations deal with matters that fall under the Civil Service Agreement, including the use of standby and standby rates, retention incentives including for rural and remote areas, and Occupational Health and Safety;

And Whereas the parties are committed to the implementation of measures that respond to the recommendations identified by the Labour Management Committees;

The Parties hereby agree as follows:

1. No later than December 31, 2022, the Parties will present to a Joint Committee any proposals for implementation of the recommendations which deal with matters that fall under the Civil Service Agreement. No proposal will be presented without the mutual agreement of the Parties.
2. The Joint Committee will be made up of four (4) representatives designated by the Employer and four (4) representatives designated by the Union.
3. The Joint Committee will meet as soon as practicable after receiving the proposals and will agree on the terms by which those proposals are to be implemented.
4. If the Joint Committee is unable to agree on the terms by which any proposal is to be implemented, the Parties will refer the matter for determination by an adjudicator from the roster referenced in Appendix 10 of the Civil Service Agreement.

5. The Arbitration Board unanimously agrees that the above provisions should be incorporated into the renewal collective agreement, along with all other items previously agreed, and so orders.

Dated this 8th day of June, 2022

Susan M. Ashley, Chair, on behalf of the Arbitration Board