

**NSGEU Local 74 - TCRCE  
Ratification Document  
November 14<sup>th</sup>, 2022**

**RECOMMENDING  
“Acceptance”**

**NSGEU**

Nova Scotia Government and General Employees Union  
255 John Savage Avenue  
Dartmouth, NS B3B 0J3  
902-424-4063 or 1-877-556-7438  
[nsgeu.ca](http://nsgeu.ca)

# **Collective Agreement**

between

**Nova Scotia Government & General  
Employees Union, Local 74**  
(Hereinafter referred to as the “Union”)

And

**The Tri-Country Regional Centre for  
Education**  
(Hereinafter referred to as the “Employer”)

# 3 –Year Agreement Effective July 1st, 2021 – Expires March 30<sup>th</sup>, 2024

- 1. Base Economic Adjustments** All classifications in the bargaining unit will receive the following economic adjustments:
  - April 1, 2021 1.5%
  - April 1, 2022 1.5%
  - April 1, 2023 3%
  - March 31, 2024 0.5%
- 2. Advance Payment Toward Parity.** The province has now agreed to make an additional advance payment of 1.5% effective the date of ratification to every employee in the bargaining unit who is not already highest paid in the province. Should a portion of the parity advance put a classification equal to the highest paid in the province, then that classification will only receive that portion necessary to reach the top. At this time, we believe all eligible classifications would receive the full 1.5% advance payment.
- 3. Full Parity With the Highest Paid In Nova Scotia.** The Union and the TCRCE have agreed that all positions in the bargaining unit will be moved to the highest paid rate for their classification in education centres in Nova Scotia. In addition to the wage adjustments and parity advance, all positions will be compared to all similar positions across Nova Scotia to determine the highest hourly rate in the province. Vacation shall be considered when determining the hourly rate. If it is determined that an hourly rate in TCRCE is not highest paid in the province, that classification will receive two adjustments to get them to highest paid in the province. These adjustments will take place as follows: April 1, 2023 – pay 50% of the difference between your rate and the highest in the province. March 31, 2024 – pay the remaining difference between your rate and the highest in the province.

## Summary Overview

Date	Current Offer up for vote	Offer rejected on October 12, 2022	Initial Proposal
April 1, 2021	1.5%	1.5%	a.) 2% wage parity b.) 1.5%
April 1, 2022	1.5%	1.5%	1.5%
Date of Ratification	1.5% (advancement on wage parity)	Implement Job Evaluation results for possible increases	
April 1, 2023	A. 3% B. 50% parity gap payment	3%	3%
March 31, 2023	A. 0.5% B. Remaining balance (50%) parity gap	0.5%	0.5%

## FREQUENTLY ASKED QUESTIONS:

### Q. How does this wage parity process work?

A. Both sides agree that all classifications should be given wage increases that will bring them to equal to the highest pay rate for their job in the province. The Union and Employer will meet no later than January 31, 2023 to attempt to determine the highest paid position in each classification across the province. The job must be substantially the same as the comparator job at TCRCE and the top hourly rate plus vacation pay or time must be factored in to both the highest rate and the TCRCE rate for purposes of this comparison. The date for comparison purposes will be December 1, 2022. Employment Insurance earned at TCRCE cannot be used for the purposes of comparison. The Union insisted on that because many classifications at TCRCE collect Employment Insurance in the summer months.

At HRCE, many classification do not collect EI but rather smooth 10 months of pay over 12 months. Including EI in the comparison would have inflated the TCRCE wage rate. If the parties cannot agree on a rate of pay or any other aspect of the Wage Parity Process, an independent arbitrator will be appointed to resolve those disputes in an expedited and fair fashion. The process should be complete by the end of August.

Members will see a 1.5% parity advance effective date of ratification of this agreement. Members will then receive 50% of the amount required to get them to highest paid on April 1, 2023, and the remainder on March 31, 2024.

**Q. So how much money exactly, will I receive as a result of this new wage parity process?**

A. The principle the Union insisted upon is that you will be paid the same as the highest hourly rate paid for your classification in any Centre for Education in Nova Scotia. That is, you will be levelled up and receive true wage parity during the life of this contract. The amount will vary according to classification. Some are further behind than others, but the Union believes every eligible classification at TCRCE will receive some money as a wage parity adjustment even after the application of the 1.5% parity advance. Given that the employer may argue other factors should be considered in making comparisons such as pensions and benefits and given that the parties may get into a dispute over issues such as what job is the proper comparator, it is impossible right now to say exactly what each classification will receive.

**Q. What happened to the job evaluation process from the last proposed deal?**

A. It is gone. The Union and TCRCE agreed to abandon it in exchange for wage parity. Members did not like Job Evaluation and voted against it, so the Union refused to keep it as part of this new deal. Instead, the Union insisted on a Wage Parity Process that ensured equal pay for equal work. This process accomplishes exactly what members wanted – they will be levelled up to the highest rate of pay for their position in Nova Scotia. Job Evaluation would have evaluated your jobs and established a rate of pay, but that rate of pay would not have ensured your classification was equal to the highest paid in Nova Scotia.

**Q. What else is in this deal?**

A. All previously agreed-to items will be a part of this agreement except for the Job Evaluation MOA. As mentioned above, that MOA has been deleted. The agreed-to items are appended to this document.

## L74 TCRCE (Calculations)

Increment	Highest Current Step		April 01, 2021	April 01, 2022	Date of Ratification	April 01, 2023	Difference	
			1.50%	1.50%	1.50%	3%		50% of Parity
School Admin Asst	\$22.16		\$22.49	\$22.83	\$23.17	\$23.87	\$1.71	
Central Office Admins Asst	\$22.16		\$22.49	\$22.83	\$23.17	\$23.87	\$1.71	
Receptionist Admins Asst	\$22.16		\$22.49	\$22.83	\$23.17	\$23.87	\$1.71	
Dispatcher	\$22.16		\$22.49	\$22.83	\$23.17	\$23.87	\$1.71	
HR Admin Asst	\$22.72		\$23.06	\$23.41	\$23.76	\$24.47	\$1.75	
IT Support Specialist	\$25.75		\$26.14	\$26.53	\$26.93	\$27.73	\$1.98	
ISA and Support Officer	\$28.38		\$28.81	\$29.24	\$29.68	\$30.57	\$2.19	
ISA and Design Officer	\$28.38		\$28.81	\$29.24	\$29.68	\$30.57	\$2.19	
Student Support Worker	\$22.16		\$22.49	\$22.83	\$23.17	\$23.87	\$1.71	

	Detail - Ratification Changes
<b>Clean up</b>	<ul style="list-style-type: none"> <li>● Update 'Board' to 'Region'</li> <li>● Update 'Superintendent' to 'Regional Executive Director'</li> <li>● OH&amp;S Officer removed from CA</li> </ul>
1.2 (v) *new	<p><b>(v) Employees who were hired in the previous school year, but did not meet the criteria to complete probation, such as a term employee, will be considered as having continuous service provided, they are rehired in the next school year, in the same classification and worksite, prior to September 30th.</b></p>
<b>3.1 No Discrimination/ Harassment</b>	<p>The Employer and the Union agree that there shall be no discrimination with respect to Employees covered by this Collective Agreement contrary to the <i>Human Rights Act</i>, 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, <b>gender identity and gender expression</b>, 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.</p>
3.4 *new	<p><b>The Tri-County Regional Centre for Education (TCRCE) 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 for underrepresented groups (Indigenous people, African Nova Scotia people, visible minorities, women, people with disabilities and other under-represented groups) will 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 and the union will not unreasonably withhold moves towards diversifying the workforce.</b></p>
<b>9.6 Overtime</b>	<p>Overtime compensation shall be paid in the next pay period. Both the Employee and the Employer mutually agree that time off may be granted in lieu of pay and agree on when the time is to be taken. Such time shall be taken at the applicable overtime rate. <b>Time off in lieu shall be capped at seventy (70) hours for thirty-five (35) hour per week employees and at eighty (80) hours for forty (40) hour per week employees. At any time Employees may request a pay out of overtime time earned and available.</b></p>

<p><b>9.9 Overtime</b></p>	<p><del>Work from Home:</del></p> <p>Where the Employee is required to work <b>overtime</b> <del>at home by computer or telephone</del>, as a service to the Employer, the Employee shall be compensated at the <b>minimum applicable</b> rate of one and one-half (1 ½) time the regular rate of pay rounded to the nearest quarter hour (1/4).</p>
<p><b>10.1 Holiday</b></p>	<p>Addition of Truth and Reconciliation Day</p>
<p>Vacations 11.8</p>	<p>An Employee who is not able to schedule all their vacation may carry over up to ten (10) days of such unused vacation to the following years, to a maximum accumulation of fifteen (15) days. <b>Employees are encouraged to use their vacation for their health and well being.</b> Employees will make every reasonable attempt to use vacation days in the year in which they are earned. Accumulated days may be used in any one school year. <b>Vacation beyond the maximum accumulation will be paid out when vacation requests are denied or cancelled for operational purposes.</b></p>
<p><b>12.1 Sick leave Provisions</b></p>	<p>Sick leave with pay is granted against <del>accumulated credits</del> <b>accrued and available sick time</b>. Sick leave is available as a form of insurance to provide protection for an Employee from loss of earnings due to illness or injury which prevents an Employee from performing work for the Employer and for which compensation is not payable under the <i>Workers' Compensation Act</i>.</p>
<p><b>13.3 Seniority</b></p>	<p>(e) the Employee is not able to return to the Employee's position after twenty- four (24) months from the final payment of salary and wages and is not receiving Workers' Compensation and is still not able to return to work; <b>This deadline may be extended up to sixty (60) days a maximum of twelve (12) months;</b></p>
<p><b>15.6 Job Posting and Staff Changes</b></p>	<p>All vacancies within the Bargaining Unit, including promotions and new positions, will be filled in the following sequence:</p> <ol style="list-style-type: none"> <li>I. Permanent Employees</li> <li>II. <b>Employees who are laid off or in receipt of layoff notice</b></li> <li>III. Term Employees who have completed the probationary period and are employed at the time of the posting</li> <li>IV. External applicants</li> </ol>



<b>15.8 Job Posting and Staff Changes</b>	After filing a job vacancy, <b>if requested</b> , the Employer will advise the unsuccessful applicants as to the name of the successful applicant.
<b>15.16 Job Posting and Staff Changes</b>	<del>The Employer shall provide a monthly report identifying posting information affecting the movement of employees advising the Presidents of competition number, length of term, position, closing dates, and successful candidates for any position in the bargaining unit.</del>
<b>15.17 (New 15.16) Job Posting and Staff Changes</b>	<b>Upon request</b> , the Employer shall provide a quarterly report identifying any internal staffing changes, changes in responsibilities or percentage of hours.
<b>16.3 Layoffs and Recalls</b>	All applicable vacancies shall be identified and <b>shall follow the process outlined in article 15.6 before vacancies shall be offered to an employee in receipt or notice of layoff. Once article 15.6 has been followed, the remaining or resulting vacancies shall be offered to the employee(s) on layoff and</b> <del>the</del> Employee shall be assigned to the position of their choice, subject to consideration of the provisions herein.

<p><b>17.1 Leave of Absence Without Pay</b></p>	<p>The Employer may grant, upon receipt of a written request, leave of absence of up to one year to an Employee, such leave not to be unreasonably refused. By mutual agreement, of the Employer and the Employee such leave may be extended for up to one (1) additional year.</p> <p><b>Employees shall not accrue seniority for leaves beyond one year and when applicable, shall have their seniority date adjusted by the duration of the leave.</b></p> <p>Applications for such leaves of absence are to be submitted in writing to the Director of Human Resources by the following deadlines:</p> <p><b>(I) An employee shall be required to work thirty-six (36) months after returning to work before being eligible to request another leave of absence without pay.</b></p> <p>(4II.) 10 and 10.5 month Employees that apply for a one (1) year leave of absence must submit their request not less than ninety days before the commencement of the leave. In exceptional circumstances, a leave of absence may be granted with less notice.</p> <p>(2III.) For all other leaves of absence, applications must be submitted sixty (60) days in advance. In exceptional circumstances, a leave of absence may be granted with less than sixty (60) days' notice.</p>
<p><b>19.1 Leave of Absence (e) *new</b></p>	<p><b>(e) 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></p>
<p><b>22.1 (a) Professional Development</b></p>	<p>The Employer shall provide the sum of <del>two thousand five hundred (\$2500)</del> <b>five thousand (\$5,000)</b> in each year of the Agreement for Employees taking employment related courses commenced and successfully completed. Money not used in one calendar year for courses will be carried forward to the next year to a maximum balance not to exceed <del>five thousand (\$5000)</del> <b>ten thousand (\$10,000)</b> in any given year.</p>
<p><b>27.1 Joint Consultation Committee</b></p>	<p>A Joint Consultation Committee ("JC") shall be established immediately following the signing of this Agreement with the full support and recognition of both parties. The JC will work cooperatively to deal with issues of common concern to both the Local and Employer.</p>

<b>(JCC)</b>	The JC shall consist of the President(s) of the Local, <del>two (2)</del> <b>up to three (3)</b> other Employees appointed by the Local, a representative of Human Resources, and up to <del>two (2)</del> <b>three (3)</b> other persons appointed by the Employer. By mutual agreement, other persons may attend meetings of the Committee.
<b>30.1 Inclement Weather/ Workplace Closures</b>	<p><del>Employees shall not suffer a loss of salary if their work place is temporarily closed for reasons of health, security and/or safety.</del></p> <p><b>If an employee regularly services a family of schools, and only one school is closed due to health, security and/or safety, the Employee shall report to another school, or in consultation with their manager, may be approved to work from home.</b></p>
<b>31 Wages of Allowance</b>	Employees shall be reimbursed for travel and related expenses as per Tri-County Regional School Board Policy - Staff Travel. Employees <b>who</b> travel to the bank, to the post office, and/or to do deliveries to schools, etc. qualify for reimbursement under <del>School Board</del> <b>Regional</b> Policy - Staff Travel. Employees who are required to use their personal vehicle will be paid an allowance of <del>\$3.00</del> <b>\$5.00</b> per trip or the prevailing rate whichever is greater.
<b>33.1 Protective Clothing</b>	The Employer shall provide a <del>smock or other protective clothing, which will be located near the reproduction or duplicating equipment, and may be used by any Employee(s)</del> <b>Personal Protective Equipment (PPE) to Employees as per the Occupational Health and Safety Act of Nova Scotia.</b>
<b>39.12 Employee Benefits</b>	The Employer will provide an Employee <b>&amp; Family</b> Assistance Plan for Employees at the Employers full cost. <b>The employer and the union will communicate the plan information to all members throughout every school year.</b>
<b>Wages</b>	<p><b>Previously agreed Pattern.</b></p> <p>April 1, 2021- 1.5%  April 1, 2022- 1.5%  April 1, 2023- 3.0%  March 31, 2024- 0.5%</p> <p><b>MOA on Compensation Alignment.</b>  Wage Parity (1.5% advance on date of Ratification, 50% of levelling up on April 1, 2023, remaining 50% on March 31, 2024)</p>
<b>MOU/LOUs</b>	All MOU/LOUs will remain in place with the addition of the latest MOU from January 2021 (Adjustment to pay for Student Support Workers)

# MEMORANDUM OF AGREEMENT ON TOTAL COMPENSATION ALIGNMENT

BETWEEN:

The Nova Scotia Government and General Employees Union

("the Union")

And

Tri-County Regional Centre for Education

("the Employer")

WHEREAS the Parties acknowledge the non-teaching educational, operational and administrative support functions of the Employer represented by the Union play a critical role in Nova Scotia's public education system;

AND WHEREAS the Parties are in agreement to a compensation alignment (i.e., wage parity) process that will result in the hourly rate of pay, calculated on a total compensation basis, for each qualified and partially qualified classification moving to the highest hourly rate of pay, calculated on a total compensation basis, for the same qualified and partially qualified classification across the Province's eight (8) education entities;

The Parties Agree as Follows:

1. No later than February 17, 2023, a representative of the Union and a representative of the Employer shall meet to agree on what hourly wage rate each qualified and partially qualified classification should align to, based on the following:
  - a. Identify a proper comparator classification from another Provincial education entity, based on the job responsibilities and duties (recognizing that not all similarly-titled jobs perform identical work, and not all job titles match precisely to one another,) which the parties agree has the highest hourly wage rate in the Province.
  - b. The highest hourly wage rates will be top of scale rates that are adjusted to include the first two years of general economic adjustments of this agreement (1.5%, 1.5%).
  - c. In comparing hourly wage rates, use the Employer rate paid at top of scale as of December 1, 2022. This will include the general economic increases agreed to by the parties to this agreement. It will also include any advance parity adjustment up to that date, unless that advance parity adjustment results in the creation of the new highest rate for a particular classification, in which case a partial adjustment to bring any such classifications to the top hourly wage rate in the Province, shall be applied.
  - d. In comparing hourly wage rates, use a total compensation basis, which accounts for any differences that need to be accounted for in ensuring a fair comparison, including (but not limited to) differences in, job responsibilities and

duties and vacation pay or time. The alignment will be to the highest hourly wage rate based on this total compensation analysis (the "aligned rate").


2. If the parties cannot agree on a proper comparator classification or the aligned rate, the parties shall refer the dispute to a mutually agreed upon arbitrator. The arbitrator will make any determination based on:
  - a. the principles of this Agreement; and
  - b. consistency with any similar determinations made with respect to other education entities.
  
3. The parties agree to make best efforts to complete the compensation alignment analysis no later than August 30, 2023. The timeline for moving to the aligned rate will be as follows:
  - a. Date of Ratification — 1.5% parity adjustment as an advance on the ultimate alignment, which will be on top of any other negotiated general economic adjustments, unless that advance parity adjustment results in the creation of the new highest rate for a particular classification, in which case a partial adjustment to bring any such classifications to the top hourly wage rate in the Province, shall be applied.
  - b. April 1, 2023 — adjust the hourly rate to bridge 50% of the remaining gap with the aligned rate;
  - c. March 31, 2024 — bridge the remaining gap with the aligned rate.
  
4. If the performance of this Memorandum of Agreement in any way conflicts with any terms of the collective agreement between the parties, this Memorandum of Agreement overrides the collective agreement term.

Dated this day of November, 2022.



Nova Scotia Government and General

Employees Union



Tri-County Regional Centre for  
Education



**Tri-County**  
Regional Centre for Education

**HUMAN RESOURCES DEPARTMENT**

79 Water Street Yarmouth, NS B5A 1L4

Phone: 902-749-5684

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November 14, 2022

Lloyd Samson  
Employee Relations Officer  
NSGEU

**Re: Memorandum of Agreement on Total Compensation Alignment**

Hi Lloyd,

I am writing regarding the Memorandum of Agreement on Total Compensation Alignment signed today, November 14, 2022, to confirm that Employment Insurance (EI) benefits will be excluded from total compensation and any additional factors will be limited to pension and benefits.

Additional, TCRCE agrees to be the third education Entity to complete the total compensation alignment analysis.

Sincerely,

Christie Macdonald  
Director of Human Resources