

Union Proposals

Tabled on

April 12, 2019

Collective Agreement

between

**Nova Scotia Government & General
Employees Union**

(Hereinafter referred to as the “Union”)

and

**Digby & Clare Home Support Agency
(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 add new proposals and correct errors or omissions resulting from mistakes in compiling these proposals.

ARTICLE 1 – DEFINITIONS

1.01 Definitions

"Availability Block" means that approved period of availability for each employee under Article 11.01 (g) and (h) within which their hours are scheduled.

"Extra Work or Extra Client Visits" shall mean work or client visits outside of the employee's approved block of availability for their guaranteed hours which are in addition to the employee's guaranteed hours of work.

"Additional Work or Additional Client Visits" shall mean work or client visits inside of the employee's approved block of availability for their guaranteed hours which are in addition to the employee's guaranteed hours of work.

~~1.02 Gender~~

~~Unless any provision of this Agreement specifies otherwise, words importing the feminine gender shall include males and vice versa.~~

1.02 New: Gender Neutral

The Union and the Employer support the right to gender expression; therefore, the provisions of this Agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article. Wherever the singular or plural is used in this Agreement, the same will be construed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

ARTICLE 11 – HOURS OF WORK

11.01 Normal Hours of Work

- (a) The normal hours of work shall include direct hours of client care, five (5) minutes per client visit for administrative tasks, with a minimum of one (1) hour per week, travel time between clients, **travel time as per (e) herein**, paid breaks as per (c) herein, and staff meetings as per this Article.
- (b) The normal hours of work for employees shall be eighty (80) hours paid time biweekly. ~~The normal hours of work set out in this Article is no way intended to be a guarantee of work or pay.~~
- (e) ~~Where an employee is not scheduled for consecutive visits in a work day, the employee shall be paid travel time from her first client to home and from home to the next client and so on until the workday ends. Travel time at the beginning and the end of the day is an expectation of the job and is not compensated.~~

New (e)

- (e) **Travel time to and from assignments at the beginning and the end of the day is an expectation of the job and is not compensated except where an employee travels thirty (30) kilometres or more from home to the first assignment of the day or the employee travels thirty (30) kilometres or more from the last assignment of the day to home. The employee shall be compensated at the rate of one (1) minute of paid time per kilometre that is traveled in excess of thirty (30) kilometres. Such time for travel that is in excess of the thirty (30) kilometres shall be included within the normal hours of work.**
- (g) **Full time Employees**
 - (i) **Full Time Employees will be guaranteed eighty (80) hours per bi-weekly pay period.**
 - (ii) **Full Time Employees shall be guaranteed eight (8) hours per day within a ten (10) hour availability block.**
- (h) **Part Time Employees**
 - (i) **Part Time Employees will be guaranteed hours in accordance with their letter of designation in one of the following ways:**
 1. **Sixty (60) hours per bi-weekly pay period consisting of six (6) hours per day within an eight (8) hour availability block, or;**

2. **Forty (40) hours per bi-weekly pay period consisting of four (4) hours per day within a six (6) hour availability block, or;**
3. **Such other number of hours per bi-weekly pay period as may be agreed between the Employer and an employee.**

The Employer shall make every reasonable effort to assign work to employees in continuous blocks of work within their approved availability block.

11.03 Scheduling of Work

- (a) Subject to reasonable consideration of the geographic proximity of the assignment, reasonable consideration of the client continuity and client preferences (including the client's right to receive care from an employee of the same sex), and subject to the employee's ability to meet the needs of the client(s), ~~and subject to the availability of work,~~ the Employer shall ~~make a reasonable effort to schedule employees in order of seniority for eighty (80) – or fewer subject to Article 11.02~~ **11.01 (h)** – hours per two week pay period.

~~Notwithstanding a senior employee will not be denied available hours from a junior employee when scheduling available hours because of geographic proximity (up to and including the adjoining geographic areas), client continuity or client preference.~~

- (b) ~~Such scheduling shall be done in the following manner;~~
 - (i) ~~Rotations~~

~~Employees will be required to work weekends on a rotation basis and evenings on a rotation basis. Should fewer employees be required on an evening or weekend shift than were designated, then the work will be assigned in reverse order of seniority. The senior employee(s) not required to work in this situation may be required to work another shift.~~

- (ii) ~~Seniority~~

~~Subject to Article 11.03(a), every reasonable effort will be made to assign employees to provide care to clients on the basis of seniority in the assignment to new clients and in the assignment of an increase in the hours of current clients.~~

- (iii) ~~Continuous Blocks of Work~~

~~Subject to Article 11.03(a), the Employer shall also make every~~

~~reasonable effort to schedule employees with continuous blocks of work thereby minimizing gaps in the work schedules.~~

~~(iv)~~ **(b) Weekend Scheduling**

For each employee the Employer shall establish a schedule of every second weekend off. No employee shall be assigned work on her scheduled weekend off, unless mutually agreed otherwise. If the employer cannot meet client needs by following this provision, the Employer may assign work in reverse order of seniority to an employee(s) on her scheduled weekend off.

11.05 Minimum Rest Period

- (i) The Employer shall not require an employee to work more than six (6) consecutive days of work, unless mutually agreed otherwise by the Employer and the employee. A normal day off shall be a twenty-four (24) hour period commencing at 12:00 a.m. and ending the next 12:00 a.m.

New (ii)

- (ii) Every reasonable effort shall be made by the employer to avoid scheduling the commencement of a shift within twelve (12) hours of the competition of the employee's previous shift, unless mutually agreed otherwise by the employer and employee.**

11.07 Compensation for Client Cancellations

~~(a) If an employee receives a cancellation with less than forty-eight (48) hours notice of a scheduled client visit the Employer shall reassign such hours lost within the pay period or five (5) days, whichever is greater. Any such hours not rescheduled shall be paid out.~~

(a) Where there is a client cancellation the employee shall, at the earliest opportunity, indicate their availability to the office and accept alternate assignments or with the Employer's approval, take the time not worked off without pay or use Lieu time, vacation or stat time for the time not worked.

(b) When an employee is not given at least twenty-four hours' notice of a cancellation of an Extra Client Visit or Additional Client Visit, the Employer shall replace the cancelled visit or pay the cancelled scheduled visit time or cancelled part of a scheduled visit up to a maximum of two (2) hours, travel time if any, and actual kilometrage incurred. When an employee has a client visit other than an Additional

Client Visit cancelled during their approved period of availability for their guaranteed hours the employee shall be paid their actual kilometrage incurred.

- ~~(b) Reassigned hours shall not come from hours already scheduled to another employee or exceed the provisions in Article 11.04. Reassigned hours are paid at straight time and shall not be included in overtime entitlement.~~
- ~~(c) If an employee arrives at a client's home and work cannot be carried out for any reason such employees shall be compensated as per Article 11.08 (a) herein and the Employer shall pay the applicable kilometrage reimbursement and travel time if any.~~
- ~~(d) Reassignment of hours shall not occur on an employees scheduled day(s) off.~~
- ~~(e) Once replacement hours are offered (excluding scheduled days off), the Employer is under no further obligation to replace lost hours.~~
- ~~(f)(c) When any employee is advised of a cancellation they shall advise the office without delay.~~

~~11.08~~ Minimum Day's Pay

~~The Employer agrees that every employee shall receive a minimum of three (3) **four (4)** hours pay (including authorized travel time) for any day during which work is performed.~~

Numbering will need to change

11.089 Callback Compensation

An employee who is called back to work for work not previously scheduled shall be compensated for a minimum of ~~three (3)~~ **four (4)** hours at the straight time rate for the period worked. Callback hours shall count as total hours worked. A call back occurs after an employee returns home from their last client visit of the day.

~~11.9~~ 10 New: Shift Scheduling

The Employer shall establish a volunteer list for employees who want to work, evening and overnights. In the event that there are more volunteers

than are required, the most senior employees shall be scheduled to work the shifts they indicated.

ARTICLE 12 – OVERTIME

12.01 Definitions

- (a) “Overtime” means time worked in excess of ~~eighty-four (84)~~ **eighty (80)** hours bi-weekly or in excess of ~~twelve (12)~~ **ten (10)** hours per day.

ARTICLE 13 – TRAVEL/KMS/MEAL ALLOWANCE

13.01 Reimbursement

- (a) All employees driving a vehicle shall be reimbursed at the rate of **forty-five point eighty-five (045.85) cents per km effective April 1, 2019** (or more if the Civil Service rate goes up) per km for travel between clients, travel for administrative tasks, travel transporting students, travel in excess of twelve (12) km daily from home to the first client, and travel in excess of twelve (12) km daily from the last client of the day to home.
- (b) When an employee's total hours of work consist of two (2) hours or less in a day, she shall be reimbursed for all travel from home to the first client and from the last client of the day to home.
- (c) The provincial civil service rate which is in effect on April 1, 2019, and any changes subsequent to April 1, 2019, shall be made to the **kilometrage** rate hereunder during the term of the collective Agreement.
- (d) Subject to unusual circumstances (eg. ferry time), travel time shall be calculated on the basis of one minute per kilometer for travel authorized under this Collective Agreement.
- (e) **An Employee may opt, instead of the provisions of Article 13.01 (a) above, to receive a daily travel allowance in the amount of \$17.50 per day. Employees may exercise their option in writing, no later than April 1, and October 1 of each year. If the employees do not inform the employer by the dates noted above the employer will follow the last indicated preference received in writing.**

13.02 Other Travel

All employees driving a vehicle for travel on behalf of the Employer for training or for a conference or meeting shall be paid at a rate of **forty-four point fifteen (044.15) cents per km effective April 1, 2018** (or more if the Civil Service rate goes up) per km. If over a meal period, a meal allowance shall be granted unless meals are otherwise provided. Such allowances shall be \$6 for breakfast, \$12 for lunch, and \$20.00 for supper (or more if the Civil Service rate goes up). To qualify for an evening meal allowance the training, meeting or conference must extend past 6:30 pm.

The Provincial Civil Service rate which is in effect on April 1, **2018** and any changes subsequent to April 1, **2018**, shall be made to the kilometrage rate hereunder during the term of the Collective Agreement.

ARTICLE 15 – PAID HOLIDAYS

15.01 Paid Holidays

- (m) One half (1/2) day Christmas Eve beginning at 1200 hours and ending at 2400 hours.
- (n) Heritage Day

15.04 Compensation for Time Worked on a Holiday

If an employee is required to work on any of the paid holidays as defined in Article 15.01, she shall be paid, in addition to her holiday pay, one and one half times (1.5x) her regular rate of pay for hours worked on that day. **Upon request of the employee and with the approval of the Employer time off with pay in lieu of the holiday may be granted on an hour for hour basis at a mutually acceptable time.**

15.09 New: Holiday Scheduling

The Employer shall establish a volunteer list for work on a holiday. In the event that there are more volunteers than are required, the most senior employees shall be scheduled to work the holiday. In the event that there are insufficient volunteers to meet the client needs, the least senior employees shall be scheduled to work the holiday.

ARTICLE 17 – SICK LEAVE

17.02 Amount of Sick Leave

Each employee shall accumulate sick leave with pay at the rate of seven percent (7%) of hours paid up to a maximum accumulation of ~~nine hundred and sixty (960)~~ **one thousand (1000)** hours.

ARTICLE 21 – LEAVE OF ABSENCE

21.03 Parental and Adoption Leave

- (a) An employee who becomes a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to ~~thirty-four (34)~~ **seventy-eight (78)** weeks in addition to the leave provided for in Article 21.01(a).
- (b) An employee who becomes a parent of one or more children through the placement of a child or children in the care of the employee for the purpose of adoption of the child or children is entitled to an unpaid leave of absence of up to ~~fifty-two (52)~~ **seventy-eight (78)** weeks. Only one placement will be considered no matter how many children are adopted and simultaneously placed in the home.
- (c) The leave referred to in Articles 21.03 (a) and 21.03 (b) shall be given at any time during the period between the date of arrival at home or placement in the home of a child and ~~fifty-two (52)~~ **seventy-eight (78)** weeks following those dates.

21.12 Leave for Storm or Hazardous Conditions

An employee shall suffer no loss of scheduled paid hours where storm conditions or the conditions of public highways prevent the employee from performing scheduled work, to a maximum of ~~twenty-four (24)~~ **thirty-five (35)** hours per fiscal year (April 1 to March 31).

~~21.14 Compassionate Leave~~

~~An employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to eight (8) weeks to provide care or support to:~~

- ~~— the spouse of the employee,~~
- ~~— a child of the employee or a child of the Employee's spouse,~~
- ~~— a parent of the employee,~~
- ~~— the spouse of a parent of the employee, or~~
- ~~— any other person defined as "family member" by Regulations made pursuant to the Labour Standards Code~~

~~where a legally qualified medical practitioner issues a certificate stating that the above noted recipient of the care or support has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate was issued or, in the case where the employee began a leave before the certificate was issued, the day the leave was begun. Where requested in writing~~

~~by the Employer, the employee must provide the Employer with a copy of the certificate.~~

~~The employee may take up to a maximum of eight (8) weeks of leave during the maximum of twenty-six week period. A Compassionate Care Leave may only be taken for periods not less than one (1) week's duration. The period of leave shall end when the earlier of the following occurs:~~

- ~~— the recipient of the care or support dies, or~~
- ~~— the expiration of the twenty-six (26) week period.~~

~~An employee who intends to take this leave shall advise the Employer as soon as possible. The Employer shall grant to the employee the option of maintaining a benefit plan in which the employee participated before the beginning of the leave (subject to the eligibility requirements of the plan(s)) and shall notify the employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the employee opts in writing to maintain the benefit plan, the employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged.~~

20.14 New: Compassionate Care Leave

An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence in accordance with the *Labour Standards Code*, to provide care or support to:

- the spouse of the Employee,**
- a child or step-child of the Employee,**
- a child or step-child of the Employee's spouse,**
- a parent or step-parent of the Employee,**
- the spouse of a parent of the Employee,**
- the sibling or step-sibling of the Employee,**
- the grandparent or step-grandparent of the Employee,**
- the grandchild or step-grandchild of the Employee,**
- the guardian of the Employee,**

- the ward of the Employee,
- a relative of the Employee permanently residing in the household of the Employee or with whom the Employee permanently resides,
- the father-in-law or mother-in-law of the Employee,
- the son-in-law or daughter-in-law of the Employee, or
- any other person defined as “family member” by Regulations made pursuant to the *Labour Standards Code*, as amended from time to time.

21.15 New: Leave for Parent of a Critically Ill Child

An Employee who has been employed by the Employer for a period of at least six (6) consecutive months of continuous employment and is the parent of a critically ill child is entitled to an unpaid leave of absence in accordance with the *Labour Standards code*.

21.16 New: Intimate Partner Violence

The Employer shall provide and the Union shall support a workplace policy on preventing and addressing intimate partner violence. This policy shall be made accessible to all employees. Workers experiencing intimate partner violence shall be considered for paid leave in accordance with Article 17 and as outlined in the policy.

ARTICLE 28 – WAGES AND CLASSIFICATIONS

28.02 Weekly Payment of Wages

Wages shall be paid bi-weekly by direct deposit unless otherwise agreed by the Employer and the Union. The Employer shall make the bi-weekly pay stubs available at the Agency Office except, where requested by the employee, bi-weekly pay stubs shall be mailed out to the employee, **and on each payday, employees shall be provided with an itemized record of wages, Overtime, sick leave accumulated, other pay and deductions. At the end of the year employees should automatically be provided with a copy of the total they paid for Medical and Dental premiums.**

28.04 Evening Premium

An Employee shall receive a premium for all hours worked, including overtime hours worked between 6:00 pm and 6:00 am as follows:

- **Effective August 15, 2018 - \$2.00**
- **Effective August 1, 2019 - \$2.15**
- **Effective October 31, 2020- \$2.35**

28.05 Weekend Premium

An Employee shall receive a weekend premium for all hours worked between midnight on Friday and midnight on Sunday as follows:

- **Effective August 15, 2018 - \$2.00**
- **Effective August 1, 2019 - \$2.15**
- **Effective October 31, 2020- \$2.35**

28.06 New: Mentoring of Students

A Home Support Worker who is assigned to mentor a student or new employee, in accordance with the Agency's Mentoring Policy will be paid a mentoring stipend of one dollar (\$1.00) for each hour the student or new employee is with the HSW.

Wage scale will be provided on a later date.

ARTICLE 31 – TERM OF AGREEMENT

31.01 Duration, Renewal

The term of this agreement shall be from April 1, **2015** to March 31, **2021** and thereafter from year to year unless or until either party gives notice in writing to bargain during the three (3) month period preceding the date of its expiry. Retroactive wage increases shall

apply to persons who are employed as of the date of ratification or who have retired during the term of this agreement.

The terms of this Agreement shall become effective from the date of ratification except where otherwise indicated in the Agreement.

All retroactive payments shall be paid to employees within two (2) months (60 calendar days) of the date of ratification of this Agreement.

The following will be placed on the bottom of the signing page.

The parties recognize that this contract has been signed on unceded Mi'kmaq territory.

HOME SUPPORT SALARY SCALES

Home Support Worker

The Union proposes wage parity for Home Support Workers with Care Team Assistants at NSHA as follows:

Effective April 1, 2018 current employees will progress to Step 3 of the salary scale.

Every April 1 thereafter, current employees will progress to the next step of the salary scale.

	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2017 1%	\$ 17.5870	\$ 17.9467	\$18.3047	\$18.6644	\$19.0232
April 1, 2018 1.5%	\$ 17.8508	\$ 18.2159	\$18.5793	\$18.9444	\$19.3086
March 31, 2019 .5%	\$ 17.9401	\$ 18.3070	\$18.6722	\$19.0391	\$19.4051
April 1, 2019 1.5%	\$ 18.2092	\$ 18.5816	\$18.9523	\$19.3247	\$19.6962
March 31, 2020 .5%	\$ 18.3002	\$ 18.6745	\$19.0470	\$19.4213	\$19.7947
April 1, 2020 1.5%	\$ 18.5747	\$ 18.9546	\$19.3328	\$19.7126	\$20.0916
March 31, 2021 .5%	\$18.6676	\$19.0494	\$19.4294	\$19.8112	\$20.1921

The anniversary date for current employees of the Agency shall be April 1 of each year. The anniversary date for Home Support Workers hired after the date of ratification of this agreement shall be the date of hire