

COLLECTIVE AGREEMENT

Between

PUBLIC SERVICE ALLIANCE OF CANADA – Local 80023

And

DASC INDUSTRIES

Expiring March 31, 2019

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ARTICLE 1 PREAMBLE/DEFINITIONS

1.01 It is the purpose of both parties to this Agreement:

- a) To maintain and improve harmonious relations and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and other matters as contained in this Collective Agreement;
- c) To promote the morale, well being and security of all Employees in the Bargaining Unit;
- d) To maintain a high standard of care for adults challenged with an intellectual disability and to promote their intellectual, vocational, physical and emotional development;
- e) To encourage and promote cooperation and mutual support between the vocational agency instructors, the Employer, group home staff, parents and/or legal guardians, recognizing that all these groups have an essential interest in obtaining the best conditions for persons with disability in general (Amended, 2010)
- f) To encourage and promote the development of an accessible, affordable quality of service as a universal right for all persons with a disability (Amended, 2007)
- g) To recognize that it is the goal of DASC to prepare adults challenged with an intellectual disability to lead productive lives and to ultimately place as many of these individuals as possible in paying jobs in the community; the parties further recognize that to achieve this goal, DASC attempts to provide services to adults challenged with an intellectual disability which are integrative, individualized, respectful of the dignity and rights of these persons and consistent with the principles and philosophy of DASC. (Amended, 2010)
- h) This Collective Agreement describes the methods of bargaining, working conditions of the Employees and conditions of employment. (Amended, 2003)

DEFINITIONS

1.03 In this Collective Agreement the following words shall have the meanings attributed to them by this Article unless otherwise specified;

- a) "Alliance" means the Public Service Alliance of Canada.

- b) "Bargaining Unit" means all Full time and Part time instructors of DASC Industries and specifically excludes Casual employees, Term positions and Students (Amended, 2007).
- c) "Casual employee" means those employees who are required on an "as needed basis" to maintain the regular staff compliment during times of illness, vacation, etc.
- d) "Employer" or "DASC" means DASC, Dartmouth Adult Service Center Association, a not-for-profit society incorporated under the *Societies Act* of Nova Scotia, carrying on business as DASC Industries, which is governed by a Board of Directors (Amended, 2007).
- e) "Employee" means a person who is included in the Bargaining Unit;
- f) "Extended Health and Pension Benefits" means those benefits that are not provided directly by the Employer but are contributed to by the Employer or indirectly provided by the Employer in whole or in part and includes medical plans, dental plans, group life insurance plans, long term disability plans, and pension plans, or such other benefits as agreed to by the parties. (Amended, 2007)
- g) "Fiscal Year" means April 1st to March 31st;
- h) "Full-time Employee" means an Employee who has completed the probationary period and who is regularly scheduled to work thirty-five (35) hours per week;
- i) "Management" means those staff delegated by the Board of Directors to act on its behalf including the Executive Director, Program Manager, Production Manager, Supervisors, Client Services Supervisor, Office Manager and Job Development Coordinators and other management positions that may be designated or created from time to time; Management employees are excluded from the Bargaining Unit under the *Trade Union Act*. (Amended, 2007)
- j) "Part-time Employee" means an Employee who has completed the probationary period and who is regularly scheduled to work eighteen (18) hours or more per week;
- k) "Probationary Employee" means an employee who is hired for a regular full-time or part-time position but has not completed the required probationary period (Amended, 2000, 2007);
- l) "Seniority" means the total accumulated months of employment, without interruption, with the Employer, aside from authorized leaves of absence; (Amended, 2000)

- m) "Service" means the total accumulated months of active employment with the Employer. For greater clarity, Employees on unpaid leaves (Employees receiving no remuneration from the Employer) do not accumulate Service. Service shall be pro-rated for Part-Time Employees. (New, 2010)
- n) "Spouse" is defined as two individuals who are married to each other or are registered as domestic partners under the *Vital Statistics Act*, R.S.N.S. 1989, c. 494, or who reside together in a conjugal relationship for a period of twelve (12) months or more. (Amended, 2007)
- o) "Student" means an employee who is hired for the purpose of furthering their educational requirements and are attendees at a post-secondary institution. (Amended, 2000)
- p) "Term Position" means a position which is created for a period not longer than one (1) year, either to replace persons on extended leaves or to fill positions created for special projects as may occur from time to time. From time to time, Term Positions may be extended on a case by case basis. In the event an extension is required; the Alliance will be consulted and their agreement to such extension will not be unreasonably withheld. (Amended, 2007)
- q) "Union" means the Public Service Alliance of Canada and Local 80023. (Amended, 2010)

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 Management rights, as set out in this Agreement, must be exercised in a fair and reasonable manner, without discrimination, and in accordance with the Collective Agreement. All statutory and inherent management rights, prerogatives and functions are retained and vested exclusively in the Employer and any matter arising out of those rights, prerogatives and functions which have not been expressly modified or restricted in this agreement shall not be the subject of a grievance. Without restricting the generality of the foregoing, the Union specifically acknowledges that it is the sole and exclusive function of the Employer:
1. to maintain order and efficiency;
 2. to determine all matters relating to transfers, both within the workplace and outside the Bargaining Unit, and with respect to hiring, assignment to work, promotion, demotion, lay-offs, discipline, discharge of Employees, qualifications required of Employees and the size of the work force;
 3. to determine equipment to be used, method of performing work, scheduling of work and the number of Employees to be employed;

4. to establish and amend a policy manual and other rules, such policies to be readily available and at all program sites, regulations and practices to be observed by Employees governing their conduct and to ensure that Employees are properly notified in regard to same; (Amended 2010)
 5. to set the standards of productivity, the products to be produced, and/or the services to be rendered;
 6. to close down, or relocate the Employer's operations or any part thereof;
 7. to introduce or improve research, production, service, distribution and maintenance methods, materials, machinery and equipment and to determine the number, location and operation of all departments, divisions and all other units of the Employer;
 8. to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service;
 9. to take whatever action is either necessary or advisable or to determine, manage and fulfill the mission of the Employer and also to direct its Employees.
- 2.02 The Employer's failure to exercise any right, prerogative or function or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

ARTICLE 3 UNION RECOGNITION

- 3.01 The Employer recognizes the Alliance as the sole bargaining agent for those persons within the Bargaining Unit. (Amended, 2007)
- 3.02 Except as provided for in this Agreement, in no case shall a person not in the Bargaining Unit do any work on jobs which are included in the Bargaining Unit if such work would result, directly or indirectly, in the reduction of the regular work or regular pay of any Employee in the Bargaining Unit. (Amended, 2007)
- 3.03 No Employee shall be required or permitted to make a written or oral agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement;
- 3.04 The Union agrees that Union officials and members of the Bargaining Unit will not engage in Union activities during working hours or hold Union meetings at any time on the premises of the Employer, except as hereinafter provided, without permission of the Employer.

- 3.05 All correspondence between the Union and the Employer or Executive Director on matters directly affecting Union and Management arising out of the Agreement or incidental thereto, shall pass to and from the Employer or Executive Director and the Secretary of the Union.
- 3.06 The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor educational functions such as seminars, workshops, and lectures on topics related to employment to be held on the Employer's premises during the Employees' lunch period or following the regular working day. Prior arrangement for such functions shall be made with the Employer and no such function shall be permitted where it will interfere with the normal operation of the Employer. Where feasible, the Union may invite other employees of DASC.
- 3.07 A grant employee shall not be a member of the Bargaining Unit. A grant employee is one who is primarily funded by a source or sources other than the Employer for a specific purpose or program and shall not be entitled to the benefits of this Collective Agreement. A grant employee will not be hired to do Bargaining Unit work without the written permission of the Union. Where funding applications are pending for grant employees, consent will be timely and not unreasonably withheld. (Amended, 2010)
- 3.08 A Part-time Employee shall earn Seniority, sick leave, vacation and other paid leave on a pro-rata basis. All hours worked at the Employee's regular pay shall be included in calculating Seniority and entitlement to leaves. Part-time Employees shall be offered casual work whenever possible before such work is offered to Casual employees. However, this work shall be paid at the prevailing casual rate and shall not be deemed to be overtime or credited towards Seniority or entitlement to leaves.

ARTICLE 4 NO DISCRIMINATION

- 4.01 The Employer shall not refuse to employ, to continue to employ, or otherwise discriminate against any individual in regard to employment or any term or condition of employment because of any characteristic covered under the *Human Rights Act*, R.S.N.S. 1989, c.214 or by reason of his/her Union membership or activity. (Amended, 2000, 2007)
- 4.02 Notwithstanding Article 4.01, the Employer may be required to treat Employees differently if a bona fide occupational qualification exists for such treatment. The parties also acknowledge that bona fide pension plan requirements may limit employment on the basis of age. (Amended, 2010)

- 4.03 Where two (2) employees, whether members of the Bargaining Unit or not, are or were in an intimate relationship that in the Employer deems constitutes an actual or perceived conflict of interest with respect to clients or the performance of the Employees' duties, the Employer shall be entitled, without limitation, to transfer one of the Employees, in its sole discretion, to another comparable position in the work place. (Amended 2010)
- 4.04 The parties agree that when an Employee seeks an accommodation, he/she has an obligation to provide an objective medical opinion of the requirement of the accommodation, the functional limitation and restrictions arising. The opinion shall state the treatment plan in place. The Employee also is obligated to participate in treatment plans to alleviate her/his restrictions. The Employee shall give the Employer consent to share this information with the Union or the Employee may elect to share this information directly with the Union. The Parties agree that, in circumstances of duty to accommodate requests, the three parties, consisting of the Employer, the Union and the Employee, are obligated to co-operate throughout the processes required to finding an accommodation. In the event undue hardship is reached, the process may be terminated with respect to the Employee. The Parties further agree there is not an exhaustive list of what, in a given circumstance, may constitute undue hardship, although they agree that the Employee's failure to cooperate with reasonable efforts of the Employer or Union is included as undue hardship. (New, 2007)
- 4.05 The Employee, if requested to do so by the Employer, will attend an independent medical examination. In the event of an independent exam, it would be preferred if the Parties could agree on the examiner if possible. (New, 2007)
- 4.06 The Parties acknowledge that where an Employee works past the age of 65, the ongoing participation of the Employee in benefits provided by third-parties may continue only with the permission of the third-parties and the Employee and Union shall have no cause of grievance or cause of action against the Employer for the denial of any benefits provided by third-parties. (New, 2010)

ARTICLE 5 UNION MEMBERSHIP

- 5.01 It shall be a condition of employment that all new Employees shall become and remain members in good standing of the Union within thirty (30) days of hiring.

ARTICLE 6 CHECK-OFF

- 6.01 The Employer shall deduct from earnings an amount equal to the monthly membership dues of the Alliance. The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked-off for each Employee.

- 6.02 The amounts deducted shall be remitted to the comptroller of the Alliance by cheque not later than the fifteenth (15th) day of the month following such deduction. Such remittance shall be accompanied by a list of the names, classifications and hours worked by the Employees from whose wages such deductions have been made.
- 6.03 At the same time that income tax (T4) slips are made available, the Employer shall enter on the slips the amount of Union dues paid by each Employee in the previous taxation year.
- 6.04 The Union agrees to indemnify and save the Employer harmless against any claim, or liability arising out of, or resulting from, the operation of this Article.

ARTICLE 7 ACQUAINTING POTENTIAL EMPLOYEES

- 7.01 The Employer agrees to acquaint potential employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union membership and check-off. The Employer agrees to give the Union an opportunity during orientation to meet with new Employees of the Bargaining Unit, in the company of the Executive Director or designate, for a period of time not to exceed thirty (30) minutes. (Amended, 2000)
- 7.02 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. Therefore, the Union shall provide, at its own cost, sufficient copies of the Agreement for all Employees within thirty (30) days of signing. The Union shall provide every new Employee with the same.

ARTICLE 8 BARGAINING

- 8.01 The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the Bargaining Unit unless authorized to do so by the Union. The Employer shall not bargain with or enter into any agreement with any other organization, which purports to represent the Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union in relations with the Employer without proper authorization from the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the spokesperson.

The Union will supply the Employer with the names and addresses of its officers, Employee Union Representatives and other representatives. The Employer shall

supply the Union with a list of its supervisory and Management personnel with whom the Union may be required to transact business. (Amended, 2010)

- 8.02 The Union will advise the Employer of the Union members of the bargaining team.
- 8.03 A Union Bargaining Committee shall be elected or appointed and shall consist of at least three members of the Bargaining Unit plus Union officials, representatives or advisors and shall undertake to represent the Union at meetings with the Employer to negotiate and conclude a collective agreement.
- 8.04 With the exception of a change in government funding which is allotted for specific purpose, and notwithstanding Article 32.01, should government funding to the Employer be altered, the Employer shall advise the Union of the amount of the funding change applicable to Employee wages and benefits. (Amended, 2007)
- 8.05 When an Employee is on approved absence from work for the purposes of bargaining with the Employer, and the Union has agreed to pay the Employee's salary during such absence, the Employer shall continue the Employee's pay in the normal manner and shall submit an account to the Union equal to the amount paid to the Employee which the Union shall pay, within thirty (30) days, upon verification, to the Employer.

ARTICLE 9 EMPLOYEE UNION REPRESENTATIVES

- 9.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Employee Union Representative as set out in this Collective Agreement. The Employee Union Representative shall assist an Employee who asks for the Employee Union Representative's assistance and the Employee Union Representative may be entitled to leave his/her work during the working hours in order to carry out investigations of grievances under the Agreement. Permission to leave work during working hours for such purposes shall be first obtained from the Executive Director, and shall be without loss of pay. Such permission shall not be unreasonably withheld. (Amended, 2010)
- 9.02 The Employer agrees that the Employee Union Representative shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties while investigating disputes or complaints. (Amended, 2010)
- 9.03 The Employer acknowledges the right of the Union to appoint or otherwise select Employee Union Representatives. The Union shall notify the Employer in writing of the names of the Employee Union Representatives and the Employer shall not be required to recognize any such Employee Union Representatives until having been so notified. The Union may nominate an alternate Employee Union Representative

who has the same powers and privileges as the Employee Union Representative but these powers and privileges exist only when the designated Employee Union Representatives are unavailable. (Amended, 2010)

ARTICLE 10 PROBATIONARY EMPLOYEES

10.01 (a) A new Employee covered by this Collective Agreement shall be considered on probation until he/she has completed a minimum of six (6) continuous months of work with the Employer; and has satisfied the job requirements and conditions as set forth by the Employer. (Amended, 2000)

(b) The Employer may, before the expiration of the Employee's initial six (6) month period of appointment on a probationary basis, extend the appointment for a period not to exceed an additional three (3) months. (Amended, 2000)

10.02 Seniority shall not accumulate to a Probationary Employee during the probationary period. However, following satisfactory completion of the probationary period, Seniority will be backdated to the last date of hire.

10.03 During the probationary period, notwithstanding and other article in this Collective Agreement, the Employee may be terminated at the sole discretion of the Employer. The Employee shall be entitled to grieve his termination recognizing that the standards of evaluation during the probationary period are to be determined by the Employer.

10.04 Employees shall accumulate vacation entitlement during the probationary period, but shall not be permitted to take such vacation until after four (4) months of the probationary period has been completed. (Amended, 2000)

10.05 Probationary Employees shall be entitled to sick leave and bereavement leave during the probationary period; however, Probationary Employees shall not be entitled to special leave, maternity, paternity, adoption, public affairs or educational leave during the probationary period.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 An Employee who feels that the Employer has violated a provision of the Collective Agreement shall, within five (5) working days, first discuss the matter with his/her immediate supervisor. The Employee may have the Employee Union Representative present, if so desired. The supervisor shall answer the dispute in writing within five (5) working days of the discussions, unless the Union agrees to extend this time limit. (Amended, 2010)

11.02 Where the dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and to proceed to the formal grievance/arbitration procedure. The grievance must be brought by the Union on behalf of the Employee.

11.03 Grievances will be dealt with in the following manner:

Step One

If the Employee union representative and/or Employee are not satisfied with the decision of the immediate supervisor, the Employee Union Representative may, within five (5) working days of receiving the decision of the immediate supervisor, present the grievance in writing to the Executive Director. If the Employee Union Representative and/or Employee do not receive satisfactory settlement in writing within five (5) working days from the date on which the grievance was presented, the Employee Union Representative may proceed to Step 2. (Amended, 2010)

Step Two

Within ten (10) working days from the expiration of the last five (5) day period referred to in Step 1 the Employee Union Representative may present the grievance with arguments, in writing either by personal service or by mailing by registered mail to the Grievance Committee of the Board of Directors. The Employee Union Representative must receive a written reply, or satisfactory settlement of the grievance within ten (10) working days from the date on which the grievance was received by the Committee, and if he does not, the Union may refer the grievance to arbitration as provided hereof within fifteen (15) working days from the date on which the Employee Union Representative receives the response from the Committee. Upon selection, the Union shall be informed as to the names of the Grievance Committee of the Board of Directors. (Amended, 2010)

11.04 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded.

11.05 At the request of either party to the Agreement, it may be mutually agreed to extend the time limit specified herein.

11.06 The Union and its members recognize that all matters whether arbitrated under this Collective Agreement or otherwise may only be dealt with as provided by this Collective Agreement or by way of existing informal representations made to appropriately designated Management staff. In no case is the Union or its members entitled to make representations directly to individuals or groups of individuals on the Board of Directors of DASC Industries. Individuals in violation of this provision may be disciplined in accordance with this Agreement. This shall not limit the right of the Union to make formal representations to the full Board of Directors, with the concurrence of the Board.

- 11.07 The provisions of this Article respecting time limits are mandatory and not discretionary and failure of the grieving party to meet the timeliness requirement shall be deemed conclusively to constitute a withdrawal and abandonment of the grievance. (Amended, 2000, 2007)
- 11.08 Policy grievances shall be originated at Step Two and notice of any policy grievance must be provided to the Employer or the Union as the case may be not later than fifteen (15) working days of the earliest occurrence of an event giving rise to the policy grievance. (New, 2007)

ARTICLE 12 ARBITRATION

- 12.01 Where a grievance is to be referred to arbitration, the parties shall proceed by way of a single arbitrator. The parties will attempt to agree on a single arbitrator, and if after thirty (30) days they are unable to do so, the parties will refer the appointment to the Minister of Labour.
- 12.02 (a) In matters of discipline resulting in suspension without pay and discharge, or policy grievances, either party may proceed by way of a three-(3) person Board. (Amended, 2010)
- (b) The party, which has requested arbitration, shall indicate the name of its appointee to the Arbitration Board.
- (c) The other party shall name its appointee within five (5) working days.
- (d) The two (2) appointees shall select a Chair by mutual agreement. (Amended 2003)
- (e) In the event that the appointees are unable to agree upon a Chair within thirty (30) calendar days, then the Chair shall be appointed by the Minister of Labour for Nova Scotia. (Amended 2003)
- (f) Parties will make every reasonable effort to choose an Arbitrator that will be available to hear the grievance within ninety (90) days. (Amended, 2000)
- 12.03 The Board may determine its own procedure in accordance with the *Trade Union Act* and shall give full opportunity to all parties to present evidence and make representations. It shall herein determine the grievance and make every effort to render a decision within thirty (30) days of its first meeting. Its failure to do so is of no consequence to the determination of the grievance.

- 12.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Arbitration Board shall be binding, final and enforceable on the parties. However, the Board shall not have the power to change, alter, modify or amend and of the provisions of this Agreement. (Amended, 2003)
- 12.05 (a) Each party shall pay one-half (1/2) of the fees and expenses of the single arbitrator (Amended, 2007).
- (b) Where the matter has been dealt with by the Arbitration Board, each party shall pay the expenses of its own appointee and one-half (1/2) of the fees and expenses of the Chair. (Amended 2003, 2007)
- 12.06 An arbitrator shall have the power to allow all necessary amendments to the grievance and, with the exception of time limits, has the power to waive technical or procedural irregularities in the processing of a grievance and modify penalties, except those penalties defined in Article 13.01.
- 12.07 Should the parties disagree as to the meaning of the decision or any part of it, of an Arbitration Board or sole arbitrator, either party may apply in writing, to the Chair of the Arbitration Board or the sole arbitrator seeking clarification of the decision within five working days unless this is not reasonably possible. Either party's failure to do so is of no consequence to the determination of the grievance.

ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01 The Employer shall not discipline or discharge an Employee who has completed probation except for just and sufficient cause. (Amended, 2010)
- 13.02 Both parties agree to a system of progressive discipline where appropriate. (Amended 2010)
- 13.03 The Employer shall be deemed to have just cause to discharge an Employee for Employee conduct that includes but is not limited to:
- (a) falsification, misrepresentation or any other form of dishonesty as to the credentials or any other part of an application for employment or in any required reporting for the Employer; (Amended, 2010)
 - (b) client abuse or neglect; (Amended, 2010)
 - (c) theft; (Amended, 2010)
 - (d) wilful destruction of property; (Amended 2010)
 - (e) **intoxication of alcohol or in possession or use of illegal drugs on duty. (Amended 2016)**

- 13.04 Nothing in Article 13.03 prevents an Employee from going to arbitration on the issue of proving the facts of the breach of the alleged misconduct. In cases of discipline that result in suspension without pay, or discharge, the grievance may be presented directly to Step 1 of Article 11.03. (Amended, 2010)
- 13.05 Where the Employer schedules a meeting to discipline or discharge an Employee, s/he may have an employee union representative present. (New, 2010)
- 13.06 Where an Employee is suspended without pay or discharged, the Employer shall, within ten (10) working days of the suspension or discharge, notify the Employee and Union in writing of the general reasons in support of the suspension or discharge. Supplemental written reasons may be provided by the Employer to the Union and Employee where appropriate. (Amended, 2010)
- 13.07 The record of any reprimand, suspension or other disciplinary action (collectively referred to as "disciplinary action") taken against an Employee with the exception of client care disciplinary action shall not be used against that Employee after eighteen (18) months have elapsed from the date of the disciplinary action provided that no subsequent disciplinary action has been taken against the Employee within the eighteen (18) month period. Any record, reprimand, suspension, or other client care disciplinary action will remain on the Employee's permanent record. (Amended 2010)
- 13.08 The Employer may post rules of work in the workplace of Employees and it is the Employees responsibility to be aware of and adhere to the rules of work. Any such rules must relate to the conditions of the workplace and shall not be discriminatory. In the event an Employee is absent from the workplace when a rule is introduced, the Employer will advise of changes upon the Employees return to work. (Amended, 2010)

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 13.09 (a) when a formal review of an Employee's performance is made, the Employee shall be given the opportunity to discuss, comment, and sign the review form in question to indicate that the contents have been read. A copy of any written review will be given to the Employee. (Amended, 2000)
- (b) where an Employee refuses to sign a performance review, the person reviewing performance with the Employee may make a notation to this effect on the review. The failure of an Employee to sign the review shall not be deemed to negate any statements in the review. (New, 2010)

(c) at the written request of the Employee, the personnel file of that Employee shall be made available for his/her examination in the presence of an authorized representative of the Employer. If requested, the Employee has the right to have an employee union representative or executive member present with him/her when reviewing his/her file. The Employee may not remove any items from the file. In the event the Employee wishes to obtain a photocopy of any portion of the Employee file they may flag the desired items, and a copy will be provided to them. (Amended, 2010)

13.10 Discipline shall not include returning an Employee to probationary status.

ARTICLE 14 SENIORITY

14.01 (a) Seniority for Employees in the Bargaining Unit at the time of the signing of this Agreement shall be defined as the length of continuous Service in the employ of the Employer and it shall be computed from her/his first day of employment unless broken as set out in clause 14.04. (Amended, 2010)

(b) Seniority for all Employees in the Bargaining Unit who are hired after the date of the signing of this Agreement shall be defined as the length of Service in the Bargaining Unit. (Amended, 2010)

14.02 After completion of the probationary period, Seniority shall be effective from the date of hiring.

14.03 Seniority shall be considered broken only under the following events:

(a) the Employee is discharged and is not reinstated; or

(b) the Employee quits or resigns and does not withdraw the resignation within twenty-four (24) hours.

(c) the Employee fails to return to work within five (5) calendar days following a lay-off, after having been advised by registered mail, directed to the last known address, to do so, unless through a sickness supported by a medical certificate or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address; or

d) the Employee is laid off for a period of longer than one (1) year.

14.04 (a) A Seniority list shall be established by the Employer for all Employees in the Bargaining Unit, showing the name and Seniority date for each Employee. The Seniority list will be updated every six (6) months, and each revision will be placed on the bulletin board in the workplace, and sent to the Union.

(b) Any Employee may, upon reasonable notice, require the Employer to provide her/him with her/his length of Seniority at any time.

(c) If two or more Employees are hired on the same day, the actual time of hiring shall determine their Seniority ranking.

ARTICLE 15 VACANCIES, PROMOTIONS AND STAFF CHANGES

15.01 (a) This Article applies to vacancies, promotions and staff changes within the Bargaining Unit, except as herein provided.

(b) Both parties recognize the principal of promotion and Employee development within the Service of the Employer. (Amended, 2010)

15.02 (a) When a vacancy occurs inside the Bargaining Unit, the Employer will post notice of the position on a bulletin board in the work place for a minimum of three (3) working days so that all members will know about the vacancy and those members shall notify the Union of the posting. (Amended, 2000)

(b) Positions shall be posted within six (6) working days of the vacancy.

(c) **Employees and external applications will be received concurrently. (Amended 2016)**

15.03 Such notice shall contain information describing the nature of the position, qualifications, required knowledge and education, skills, and salary range. Such qualifications shall not be established in an arbitrary or discriminatory manner. (Amended, 2010)

15.04 No **external applications** for any vacancy for a position within the Bargaining Unit shall be **considered** until the applications of present DASC **Bargaining Unit** Employees have been fully processed. **(Amended 2016)**

15.05 Where possible, appointments to positions within the Bargaining Unit shall be made within twenty (20) working days. (Amended, 2000)

15.06 A Bargaining Unit Employee who is temporarily transferred or appointed to do work outside of the Bargaining Unit shall retain all rights and benefits under this Agreement. This shall include, for example, a transfer to a non-unionized work place of the Employer and appointment to a position not included in the Bargaining Unit. Any transfer or appointment outside the Bargaining Unit for greater than twenty (20) consecutive working days shall not be made without the consent of the Employee so affected. (Amended, 2010)

15.07 (a) The successful applicant for promotion to a new or vacant position shall be subject to a three (3) month evaluation period.

(b) The successful applicant for transfer to a new or vacant position within his/her same classification shall be subject to a two (2) month evaluation period.

(c) Upon satisfactory assessment by the Employer of an Employee who has completed the evaluation period for promotion or transfer, that Employee shall be declared permanent. In the event the successful applicant wishes to return to his/her former job, or, in the sole discretion of the Employer, proves unsatisfactory during the evaluation period, he/she shall be returned to his/her former position and wage or salary rate without loss of Seniority.

(d) Notwithstanding Article 15.07 (a), (b), and (c) all Employees who are transferred or promoted prior to completion of their probation must complete such probationary period before the evaluation period begins to run.

(e) Any other Employees promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and wage or salary rate, without loss of Seniority.

15.08 Within seven (7) working days of the date of appointment to a vacant or new position, the name of the successful applicant shall be posted on the bulletin board at the work place.

15.09 The Employer maintains the right to transfer permanent Employees within the Bargaining Unit, according to its needs **as outlined on Management Rights Article 2.**

However, in the case of a "temporary transfer" these may not exceed a 3-month time frame. The transfer may be extended beyond three months with the consent of the Union; such consent will not be unreasonably withheld.

In the case of a temporary transfer for parental leave, the employer may transfer a permanent employee within the bargaining unit for 12 months with consent of the employee. Any request of extension by the employer of this leave will be with the consent of the employee and the union and in any case, shall not exceed 18 months; such consent will not be unreasonably withheld. (Amended 2016)

15.10 Notwithstanding any other Article in this Agreement, where two (2) or more members of the Bargaining Unit apply for a position within the Bargaining Unit, and the final top two (2) candidates in the competition are Bargaining Unit candidates with equal client compatibility, personal ability and qualifications as assessed by the

Employer, Seniority shall determine who shall be appointed to the position.
(Amended, 2010)

- 15.11 When a position is filled by a Casual or Term employee for greater than six (6) consecutive months, except in the case of authorized leaves of absence, or special projects, as stated in the Collective Agreement, then a vacancy has deemed to occur. Refer to Article 15.02. (Amended, 2000)
- 15.12 A Full-time Employee filling a Term Position shall be returned to her/his former position on completion of the term.
- 15.13 When a Bargaining Unit Employee is required to temporarily replace an employee in a higher classification, the following rules shall apply:
- (a) all such vacancies shall be for periods of up to four (4) weeks in duration;
 - (b) the Employer shall, in its sole discretion, appoint on a rotating basis those Employees with the necessary skills and qualifications. In instances of five (5) days or more the Employer shall, in its sole discretion appoint the most qualified Employee. (Amended, 2000)
 - (c) in this Article, qualifications shall not be arbitrary or unreasonable and shall be appropriate to the interim nature of the assignment;
 - (d) any Employee appointed to an acting position in accordance with this Article shall be compensated in accordance with Article 23.02 of this Collective Agreement.
- 15.14 If it is the opinion of the Employer that the performance of an Employee who is in an acting position pursuant to 15.13 fails to meet the requirements of the position or, if the Employee in the acting position so requests, the Employee shall be returned to his/her former position prior to completion of the assignment. (New, 1996)

ARTICLE 16 DAMAGE TO EMPLOYEE PROPERTY

- 16.01 In the event an Employee suffers damage to her/his personal effects or clothing which is caused by a client or a work-related incident at any facility operated by the Employer, the Employer will reimburse the Employee for any reasonable expenses, including cleaning, repair and/or replacement, provided the Employee has exercised appropriate discretion in dressing for the work environment.

ARTICLE 17 HOURS OF WORK

- 17.01 The regular hours of work shall be seven (7) hours per day. The normal work day shall be Monday to Friday for a total of thirty-five (35) hours per week. The lunch period shall be one (1) hour and shall be taken, under normal conditions, between 11:30 a.m. and 2:00 p.m. Provided there are no other alternatives such as internal relief (including non-Bargaining Unit members) being provided to ensure an Employee is able to take his/her lunch period, then the lunch period may be altered to accommodate the Employer's operational requirements. (Amended, 2000)
- 17.02 All Employees shall be given a paid rest period of fifteen (15) minutes in both the first and second half of their daily shift in a suitable area, made available by the Employer. (Amended, 2000)

ARTICLE 18 OVERTIME

- 18.01 "Overtime" is defined as the time worked by a Full-time or Part-time Employee in excess of the regular hours worked by a Full-time Employee. (Amended, 2007)
- 18.02 All Overtime must receive prior authorization from the Executive Director or designate. (Amended, 2000)
- 18.03 All Overtime must receive time off in lieu of Overtime at the rate of one and one half (1.5) hours off for each one (1) hour of Overtime worked.
- 18.04 An Employee must work at least fifteen (15) minutes beyond the regular hours of work before being eligible for Overtime compensation. Overtime will be deemed continuous time at the end of a regular work day once the 15-minute threshold has been met, or will commence at the beginning of shift which does not fall on a regular work day. (Amended, 2010)
- 18.05 In computing Overtime, a period of fifteen (15) to thirty (30) minutes shall be counted as one-half hour (1/2), a period of thirty-one (31) to forty-five (45) minutes shall be counted as three quarters of an hour and a period of forty-six (46) to sixty (60) minutes shall be counted as one (1) hour.
- 18.06 Overtime accumulated must be used by the end of the third (3rd) month following the month in which the Overtime is worked, with the approval of the Employer. Such time must be taken before vacation or special leave can be used. Overtime balances of less than one (1) day may be carried over.
- 18.07 Overtime shall not be mandatory except in emergency situations where persons with a disability require supervision. (Amended, 2007)

ARTICLE 19 HOLIDAYS

19.01 All Employees shall be paid for the following holidays:

New Year's Day
Nova Scotia Heritage Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
(Amended 2016)

19.02 When any of the above-noted holidays falls on a Saturday or Sunday, and is not proclaimed as being observed on some other day, it should be taken the next business day after the date on which the holiday falls.

ARTICLE 20 VACATIONS

20.01 (a) Subject to operational requirements and the mutual agreement of the Employer and the Employee, which agreement shall not be unreasonably refused, an Employee may take his/her vacation in accordance with this Article. For the purposes of this Article the vacation year shall be the Fiscal Year. (Amended, 2003)

(b) Employees shall be advanced 100% of their vacation leave credits on April 1st of the fiscal year in which they would otherwise be entitled. In the event that an employee terminated his or her employment, those advanced vacation credits shall be repaid to the Employer. (Amended, 2007)

20.02 Employees shall earn annual vacation with pay in accordance with their length of Service as follows:

(a) from the date of employment to March 31 of that Fiscal Year, one and one-quarter (1¼) working days per month, provided the Employee has worked at least ten (10) working days in each month.

(b) in the Fiscal Year in which the Employee attains one (1) year of Service: earned vacation time would be fifteen (15) working days. (Amended, 2010)

(c) in the Fiscal Year in which the Employee attains four (4) years of Service: vacation is earned at a rate of 1.66 working days per month, provided the Employee has worked at least ten (10) working days in each month. (Amended, 2010)

(d) to a maximum of five (5) days, any vacation not taken by the end of the Fiscal Year or carried over to the next year shall be paid for at the straight time rate. (Amended, 2000)

20.03 Probationary Employees must have completed four (4) months of their probation period before they are entitled to take any vacation days. (Amended, 2007)

20.04 If a paid holiday falls on, or is observed during an Employee's vacation, s/he shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employee and the Employer.

20.05 (a) If an Employee is terminated at any time in the vacation year prior to using her/his vacation, he/she shall be entitled to a proportionate payment in salary or wages in lieu of such vacation, within thirty (30) days of termination.

(b) An Employee, upon a separation from the Employer, shall compensate the Employer for vacation which was taken but to which s/he was not entitled.

20.06 The parties agree that the vacation entitlements are as applied to full-time work. Part time Employees shall receive the same amount of vacation pro-rated to reflect their actual hours worked. Vacation for Part-time Employees shall be taken during their normally scheduled days of work.

20.07 Proposed vacation schedules based on Seniority shall be submitted by the Union to the Employer by March 31 of each year and shall not be changed without the consent of affected Employees. Preference in scheduling of vacations, except as otherwise provided in this Article, shall be based on a first come, first served basis. The Employer shall make available monthly vacation schedules and shall provide the Employee with his/her approved vacation days. **Subject to operational requirements; notification of approvals shall be given within 15 working days at the first and second half of the vacation year.** (Amended, 2000, 2007, 2016)

20.08 An Employee shall receive an unbroken period of vacation unless mutually agreed upon between the Employee and the Employer. Notwithstanding the foregoing, no Employee shall take more than fifteen (15) consecutive working days' vacation at one time except in the following circumstances:

(a) unusual circumstances such as a major vacation trip, honeymoon, illness, birth or adoption of a child, hardship in the family, etc. This list is for illustrative purposes only and is not meant to be exhaustive of unusual circumstances; or

(b) a vacation of longer than fifteen (15) consecutive working days that will not interfere, unreasonably, with any other Employee's vacation.

(c) if during the period of vacation, an Employee becomes ill requiring hospital treatment from circumstances beyond the control of the Employee and upon receipt of a medical certificate and subject to having the necessary sick leave credits, the Employee shall have his/her leave credits reinstated for the period indicated on the medical certificate. The Employer will have the right to verify medical information with the medical practitioner under this clause. (Amended, 2000)

20.09 An Employee may apply to the Executive Director to carry over five (5) vacation days from one vacation year to the next. Under normal circumstances such application shall be made prior to January 1 of the year in which the vacation is earned, and permission to carry over vacation shall not be unreasonably denied. If an Employee carries over vacation and does not use it by the end of the next vacation year she/he shall be paid at this time rate for such vacation not taken.

20.10 (a) For vacations of one (1) day, a minimum notice of forty-eight (48) hours is required; for vacations of two (2) to three (3) days, seventy-two (72) hours is required. These notice provisions are directory and not mandatory, and the time limits can be shortened at the discretion of the Employer.

(b) Vacation requests for April can be submitted and approved in March subject to operational requirements. (New, 2010)

20.11 Each summer, the Employer's operations will be closed for nine (9) business days; the last week of July and the first week of August. Employees are required to take (9) nine vacation, **personal days** and or **in the case of September 7th 2010 grandfathered employee's** discretionary leave days during this closure. **Should there be no time available then it shall be leave without pay.** (New, 2010 Amended 2016)

20.12 (a) All bargaining unit staff shall be granted 3 (three) **December holiday leave days** that shall be taken during those working days between Christmas and New Year's. These days are earned at a rate of **¼ days per month worked by the employee.** (New 2010, Amended 2013, 2016)

(b) Discretionary time **in the case of September 7th 2010 grandfathered employees** must be used within the fiscal year and **does** not carry forward to the next year. (New, 2010 Amended 2016)

(c) Discretionary days **in the case of September 7th 2010 grandfathered employees** shall be advanced at the beginning of the fiscal year, in the event that an employee terminates employment or is on unpaid leave, **and does**

not return in the fiscal year, those advanced benefits shall be repaid to the Employer. (New, 2010 Amended 2016)

- (d) **Discretionary days in the case of September 7th 2010 grandfathered employees** will be granted subject to operational requirements and must be requested in advance, as per article 20.10. (New 2010, Amended 2016)

ARTICLE 21 SICK LEAVE

21.01 (a) Sick leave means the period of time an Employee is absent from work because s/he is unable to fulfill work obligations due to sickness by virtue of being sick or having a disability, confined by a doctor's order, under the treatment of a physician or medical professional or because of an accident for which workers' compensation benefits are not payable. (Amended, 2010)

(b) An Employee will normally be expected to schedule medical and dental appointments outside of work hours; however, where it can be established that this is not possible, these appointments will be debited from available sick leave. (Amended, 2007)

21.02 Each Full-time Employee earns sick leave at the rate of one and one-quarter (1.25) days for each completed calendar month of Service to a maximum of fifteen (15) days per year, provided the Employee has worked, or was on approved leave, at least ten (10) days in that calendar month. Regular Part-time Employees accumulate sick leave at the same rate but on a pro-rata basis. (Amended, 2010)

21.03 Employees may accumulate sick leave up to a maximum of eighty-five (85) days.

21.04 In case of illness in an Employee's immediate family, meaning spouse, common law spouse, son, daughter, father or mother, who permanently resides with the Employee, provided no one at home other than the Employee can provide the needs for the ill person, the Employee may be granted, after notifying her/his immediate supervisor, leave with pay up to five (5) days per annum, which leave shall be deducted from the Employee's sick leave entitlement as provided under Article 21.03. In the case of illness of a parent not residing with the Employee, one (1) day of the above leave shall be deducted from the Employee's sick leave entitlement as provided under this Article. (Amended, 2010)

21.05 When the calendar date of a designated holiday falls within a period of sick leave, the holiday shall not count as a day of leave, but shall be considered a holiday as per Article 19.01.

21.06 (a) In all cases where sick leave is for a period of greater than three (3) consecutive work days, the absence shall be supported by a medical certificate which is obtained while the Employee is on leave.

(b) Notwithstanding Article 21.06 (a) in cases of excessive levels of absenteeism, or if the Employer has reason to believe an Employee is misusing sick leave, or has made an invalid request for sick leave, an Employee may be required to produce a certificate from a legally qualified medical practitioner for any period of absence claimed for sick leave. An Employee may also be required to provide a second opinion to support requests for sick leave from a medical practitioner of his or her choice. (Amended, 2010)

(c) Where the Employer is concerned that an Employee's health may affect her/his performance or ability to attend regularly at work, the Employer may require an examination be done and certification received from a properly licensed medical practitioner for the Province of Nova Scotia, that the Employee is able to perform her/his said performance responsibilities. The Employer shall be responsible for the cost of the examination. (Amended, 2010)

21.07 When an Employee is laid off because of lack of work he/she will not receive sick leave credits for the period of absence but shall retain her/his accumulated credits, if any, existing at the time of lay-off. (Amended, 2003)

21.08 Upon request of an Employee, the Employer will advise the Employee of the amount of sick leave accumulate to his/her credit. (Amended, 2003)

21.09 Upon the signing of this Collective Agreement the Employer shall credit each Employee with the number of days of sick leave credits which the Employee has already accumulated.

21.10 (a) An Employee shall continue to accumulate sick leave and vacation credits while in receipt of workers' compensation benefits for a maximum period of six (6) months from the date of injury. In the event that the Employee shall be treated, as being on regular sick leave, which is, limited to the existing sick leave credits then available for that Employee.

(b) Full-time Employees on unpaid sick leave or on workers' compensation benefits for no longer than six (6) months shall continue to participate in the group insurance plan and the Employer and Employee shall cost-share equally (fifty/fifty) (50/50) the premium during the period of his/her absence. Following expiration of the six-(6) month period, Employees may choose to continue participation in the plan by paying one-hundred percent (100%) of the premium so long as the participation is approved by the plan carrier. The Employee shall provide the Employer with post-dated cheques on the 15th day of each month before the premium is due. Failure by the Employee to remit payment or a cheque that is not

honoured may result in the non-payment of benefits and the removal of the Employee from the benefits plan. (Amended, 2010)

- 21.11 The Employer may require an Employee, who is prevented from performing her/his regular work because of occupational illness or injury or an illness or injury occurring at the work place, and who has had her/his claim rejected or terminated with the Workers' Compensation Board, to file an appeal of the rejection or termination with the Workers' Compensation Appeal Board as a condition of receiving payments under the sick leave plan for any absence from work caused by the illness or injury.
- 21.12 In the case of absence of an Employee due to sickness, the Employee where possible, shall report the absence to his/her place of work as soon as possible and no later than the commencement of the workday. (Amended, 2010)
- 21.13 Sick leave will be deducted from an Employee sick bank and rounded to the nearest next hour for the purpose of deduction. (Amended, 2010)

ARTICLE 22 LEAVES OF ABSENCE

- 22.01 Negotiation and Union/Employer Activity Leave: Subject to operational requirements and with the approval of the Executive Director, representatives of the Union shall be granted leave without pay to participate in collective bargaining, including the preparation for negotiations. This leave shall not be unreasonably withheld.
- 22.02 Grievance and Arbitration Leave: The aggrieved Employee and one (1) shop Employee Union Representative shall not suffer any loss of pay or benefits for time involved to attend a grievance meeting with the Employer. Should the matter proceed to arbitration, the aggrieved Employee and one (1) Union representative shall not suffer loss of pay or benefits for normally scheduled hours missed provided they are not on suspension without pay or have been terminated. (Amended, 2010)
- 22.03 Upon request of the Union, leave of absence without pay may be granted to one (1) or more delegates for a maximum of thirty-two (32) days per year for the entire Bargaining Unit for the attendance at, and travel to, special Union conventions, conferences, workshops and training sessions.
- 22.04 Public Affairs Leave: The Employer recognizes the right of an Employee to participate in public affairs. Therefore, the Employer may, upon request, award a leave of absence without pay or benefits for up to one (1) year to:
- (a) an Employee who is a candidate for, or elected to, federal, provincial, municipal or public school board office.

(b) any Employee who is elected or appointed to a full-time position with the Union or anybody with which the Union is affiliated.

22.05 Bereavement Leave:

(a) In the event of a death in the immediate family, an Employee shall be entitled to bereavement leave with pay for a period of five (5) consecutive working days. "Immediate family" is defined as up to two persons who stand in the place of a parent regardless of gender, brother, sister, spouse (including common-law spouse), child, father-in-law, mother-in-law, stepchild and legal guardian. This leave is subject to proper notification being made by the Employee to the Employer. (Amended, 2010)

(b) An Employee shall be entitled to two (2) days leave with pay for bereavement of the Employee's grandparent, or grandchild, provided the Employee notifies the Employer in advance of his/her request for leave. (Amended 2016)

(c) An Employee shall be entitled to one (1) day leave with pay on the day of the funeral of the Employee's, son-in-law, daughter-in-law, brother-in-law or sister-in-law, provided the Employee notifies the Employer in advance of his/her request for leave. **(Amended 2016)**

(d) At the discretion of the Employer, more time may be granted with or without pay.

22.06 1. (a) Pregnancy, parental, birth and adoption leave shall be granted as a right. The Employer shall not deny a pregnant Employee the right to continue employment during the period of pregnancy except as provided in this Collective Agreement. (Amended, 2010)

(b) Pregnancy, parental and adoption leave shall be counted as continuous employment for the purposed of determining Service and Seniority. (Amended, 2010)

2. The Employer shall any time from a day eleven (11) weeks before the specified date of delivery, to the day of actual delivery, upon request of a pregnant Employee who has been in the employ of the Employer for one (1) year or longer, and upon receipt of a certificate if requested by the Employer, by a legally qualified medical practitioner stating that the Employee is pregnant and specifying the date upon which delivery will occur in his/her opinion, grant the Employee pregnancy leave of absence without pay:

(a) for seventeen (17) weeks; or

(b) for any shorter period, at the option of the Employee,

except that an Employee shall not work and the Employer shall not cause or permit an Employee to work for at least four (4) weeks after the date of delivery unless, in the written opinion of a legally qualified medical practitioner chosen by the Employee, a shorter period is sufficient. (Amended, 2010)

3. The Employer may require the Employee to commence such leave of absence at any time should the Employee, by reason of her pregnancy, be unable to reasonably perform the duties of her position or if the performance of her work is materially affected by her pregnancy.

4. Parental Leave:

(a) An Employee who has been employed by the Employer for at least one (1) year and who becomes a parent through the birth of a child or children is entitled to an unpaid leave of absence of up to fifty-two (52) weeks upon giving the Employer notice of the date that the Employee will begin the leave and the date the Employee will return to work.

(b) The parental leave of an Employee who has taken pregnancy leave and whose newborn child or children arrive at the Employee's home during pregnancy leave

(i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work; and

(ii) shall end not later than thirty-five (35) weeks after the parental leave began as determined by the Employee, subject to the Employee giving four (4) weeks' notice of the date upon which the leave will end.

(c) The maximum combined pregnancy leave and parental leave to which an Employee is entitled is fifty-two (52) weeks.

(d) Where parental leave has begun and the child is hospitalized for a period exceeding one (1) week, the Employee shall be permitted to return to work and defer the unused portion of the parental leave until the child is discharged from hospital. (Amended, 2003)

(e) On termination of parental leave and on request of the Employee, the Employer shall grant leave without pay for a period of up to six (6) months less a day for the care and nurturing of the child. (New, 1996)

22.07 Birth Leave: An Employee who is not otherwise taking parental leave and who subsequently verifies the birth of a child to his or her Spouse shall be granted one (1) day special leave with pay on the date of the birth of the child. (Amended, 2010)

- 22.08 Adoption Leave: The Employer shall, upon the request of an Employee and upon receipt of a certificate from the Minister of Community Services stating that the same Employee has filed a notice of proposed adoption under *Children and Family Services Act*, S.N.S. 1990, c.5 to adopt a child age five (5) years or younger, grant the Employee a leave of absence without pay for the week in which the adopted child comes into full care of the Employee and such additional weeks, up to fifty-two (52) in total, as the Employee requests. (Amended, 2003, 2007)
- 22.09 (a) Upon return to work from maternity, parental, or adoption leave, the Employee shall be placed in his/her former position, provided it still exists, and be paid at least the rate of pay for that position. If the Employee's position no longer exists, he/she shall be returned to his/her former classification. (Amended, 2003)
- (b) While the Employee is on maternity, parental or adoption leave, the Employer shall maintain coverage for Extended Health and Pension Benefits and shall pay fifty percent (50%) of premium costs for maintaining such coverage during the period of this leave if taken up to twelve (12) months or one hundred percent (100%) if taken up to six (6) months, with the Employee paying one hundred percent (100%) of the remaining six (6) months in consultation with the Employee. In the event an Employee does not pay their share or does not return to work, any amount outstanding by them will be deducted from monies owing to the Employee. If there is a further shortfall, the Employee is responsible for the balance owing. Prior to the commencement of the leave, the Employee shall provide the Employer with twelve (12) months of post-dated cheques to cover his/her benefits for the period of the leave. (Amended, 2010)
- (c) While an Employee is on maternity, parental, adoption leave, he/she shall not accumulate sick leave or vacation benefits; however, Seniority shall continue to accrue.
- 22.10 (a) Leave of absence with pay shall be given to every Employee, other than an Employee on leave of absence with pay or on suspension who is required wage:
- (i) to serve on a jury in the event a letter of financial hardship is rejected by the Court; or
 - (ii) by subpoena or summons to attend as a witness in any proceeding held:
 - (1) in or under the authority of the court; or
 - (2) before an adjudication or umpire or person or persons authorized by law to make an enquiry and to compel attendance of witnesses before it, other than any matter arising from a dispute between the parties to this Collective Agreement (L.R.B., arbitration, etc); or

(3) before a legislative council, legislative assembly, or committee thereof, that is authorized by law to compel the attendance of witnesses before it.

(b) An Employee given a leave of absence with pay to serve on a jury shall be deducted from his/her salary an amount equal to the amount that the Employee receives for such jury duty. (Amended, 2007)

22.11 Special Leave: Employees may, upon request, be granted special leave without pay at the discretion of the Employer. Employees on such form of leave shall not lose their Seniority but Seniority shall not accrue during the period of leave. Such leave shall not be unreasonably denied. (Amended, 2000)

22.12 Emergency Leave: Employees are entitled to the Emergency Leave provisions of the *Labour Standards Code*, s.60I. (New, 2010)

22.12 (a) An Employee who is on an approved leave of absence without pay for less than ten (10) working days continue to accumulate sick leave, vacation, holidays and to receive Extended Health and Pension Benefits. (Amended, 2007)

(b) Unless provided for in this Agreement, an Employee who is on approved leave of absence without pay for more than ten (10) working days shall not accumulate sick leave, vacations or holidays during his/her absence.

(c) During a leave in Article 22.12 (b), an Employee has the option to stay in Extended Health and Pension Benefits plans provided the insurance company is prepared to continue coverage and the Employee contributes one hundred percent (100%) of the premiums for the period of leave. (Amended, 2007)

22.13 For leave of less than ten (10) days, an Employee shall be returned to her/his former position and be paid the rate of pay for that position. For leaves of longer than eleven (11) days, an Employee shall be returned to her/his former position if such is still available, and otherwise be returned to her/his former job classification. (Amended, 2007)

22.14 Educational Leave: (a) an Education Leave of Absence (ELA) is defined a leave of absence for educational training, courses or seminars which pertain to the Employee's employment. Full-time Employees who have been in the employ of the Employer for one (1) year or more may apply for ELA without pay for a period of up to four (4) months within any one (1) calendar year. Approval shall be granted at the discretion of the Executive Director. Such leave shall not be unreasonably denied. (Amended, 2000)

(b) Full-time Employees who have been in the employ of the Employer for two (2) years or more may apply for ELA up to a maximum of twelve (12) months. Approval shall be granted at the discretion of the Executive director. Such leave shall not be unreasonably denied. (Amended, 2000)

(c) If an Employee is required by the Employer to take a course(s) pertaining to her/his employment, s/he shall retain full employment status including benefits, accrual of Seniority and salary and the Employer shall pay all agreed costs associated with such a course. If it is or becomes a requirement (by government or an agency with jurisdiction to do so) that an Employee take a course(s) or upgrading to meet standards set by that government, or agency, then the Employer shall not be liable for the cost of such course(s) or upgrading, unless the government or agency provides funds for that purpose. In such cases, the Employer shall reimburse the Employee to the full extent of the funds so provided.

22.15 Leave with pay for other reasons: If Employees are notified by the Employer that they are not required to attend work; they shall not suffer a loss of pay or benefits. This Article does not apply to situations involving a bona fide lay-off. (Amended, 2007)

22.16 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 a family member of the Employee if a legally qualified medical practitioner issues a certificate stating the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks for the day of certificate is issued. Family member as per Collective Agreement description of family in 21.04 and as defined by the *Labour Standards Code*, R.S.N.S. 1989, and the remaining provisions of the Code relating to compassionate-care leave apply. (Amended, 2007)

22.17 Personal Leave:

(a) An Employee shall be granted personal leave as follows:

(i) at ten (10) years of Service, one (1) day per year thereafter to year twelve (12)

(ii) at twelve (12) years of Service, two (2) days per year thereafter to year fifteen (15)

(iii) at fifteen (15) years of Service, three (3) days per year thereafter. (Amended, 2010)

(b) The leave shall be accrued on the anniversary date in which the Service is attained. This leave shall be granted subject to operational requirements and the mutual agreement of the Employer and Employee, which agreement shall not be unreasonably denied. (Amended, 2010)

(c) This leave may be carried forward to the next Fiscal Year and it is in addition to the vacation carry-over provision. (Amended, 2003)

22.18 An Employee will be provided with a copy of his/her application for leave form and approved leave forms. (New, 2007)

ARTICLE 23 WAGES AND ALLOWANCES

23.01 (a) The Employer shall pay salaries bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each Employee shall be provided with an itemized statement of her/his salary, overtime and other supplementary pay deductions. Payday shall be by way of direct deposit every second Thursday and paystubs shall be distributed by eleven thirty o'clock in the morning (11:30 a.m.). (Amended, 2007)

(b) On a yearly basis, TD-1 forms are to be supplied to all Employees and deductions shall be made by the Employer for each Employee in accordance with the applicable sections of the *Income Tax Act*.

(c) Should the Employee's bi-weekly pay salaries in accordance with Schedule "A" not be deposited in a timely fashion as per Article 23.01(a), the Employer shall be responsible to reimburse all reasonable financial institution fees incurred by the Employee which are directly related with the tardiness of the salary deposit. (New, 2007)

23.02 (a) An Employee who assumes an acting position of a higher classification for two (2) or more continuous working days shall receive eighty-five percent (85%) of the entry step of the acting position as a salary increase for all the time spent performing that job. (Amended, 2010)

(b) The Employer acknowledges that an acting assignment may be delegated to more than one employee, but not for the purpose of expressly avoiding the acting pay provisions of this clause.

23.03 An Employee temporarily assigned to a position paying a lower rate of pay shall not have her/his rate of pay reduced.

23.04 The Employer agrees to reimburse Employees for travel if prior authorization has been received. The rates of reimbursement are to be set by the Employer in consultation with the Union and will be reviewed periodically to determine if increases are appropriate. The present rate of reimbursement is \$0.41 /kilometer. In addition, the Employer shall pay all parking charges, exclusive of parking tickets, incurred by the Employee as a result of the requirement that the Employee use her/his vehicle. (Amended, 2003 and 2007)

ARTICLE 24 EMPLOYEE BENEFIT PLANS

- 24.01 The Employer agrees to maintain, as minimum coverage, the Extended Health and Pension Benefits (dental, medical, optical, acc. death, life insurance, and long-term disability) and pension plan provided to Employees as of the date of signing this Agreement. The Employee and Employer agree to cost share these benefits on an equal (50/50) basis. In the case of basic medical coverage, the Employee and the Employer agree to cost share the benefits at sixty-five percent (65%) for the Employer and thirty-five percent (35%) for the Employee. In the event that an Employee works beyond the normal retirement age of sixty-five (65) and the cost of premiums for the Employee are increased by the plan carrier, the Employee shall be one hundred percent (100%) responsible for the additional cost of the premiums. The Employer's obligation to contribute to an Employee's pension plan shall terminate when the Employee reaches age sixty-five (65) unless otherwise permitted by the Plan. (Amended 2010)
- 24.02 All Employees shall be covered by the *Workers' Compensation Act* and the Employer shall provide accident report forms.
- 24.03 The Employer has the discretion to choose the coverage and eligibility upon consultation with the Employee. Plan costs are determined by the carrier and no grievances arise from the determinations made by the carrier. (New, 2007)
- 24.04 The agreement of the Employer to provide for benefits under Article 24, and subject to the clarification respecting pension benefits in Article 4.06, does not mean that the Employer assumes in any way any liability for the actions of a plan carrier or pension administrator. (New, 2010)

ARTICLE 25 LABOUR/MANAGEMENT COMMITTEE

- 25.01 There shall be a Labour/Management Committee (LMC) consisting of up to two (2) representatives of the Union and up to two (2) representatives of the Employer. LMC meetings will be held during working hours without loss of pay, and at a mutually agreeable time. The Union business agent and an additional Employer nominee shall be permitted to attend LMC meetings provided forty-eight (48) hours' notice is given of such attendance. The parties agree to form the LMC within sixty (60) days of the signing of this Agreement.
- 25.02 The LMC may discuss issues within the work place; however, the LMC shall not negotiate, renegotiate amend or alter any terms of this Collective Agreement.
- 25.03 The LMC shall meet at least four (4) times a year. (Amended, 2000)
- 25.04 The LMC may make non-binding recommendations to the Union or the Employer.

- 25.05 The LMC shall be chaired on a rotating basis with the Union appointing the Chair for the first meeting. Thereafter, the Chair will rotate between the Union and the Employer. (Amended, 2000)
- 25.06 Minutes shall be kept of all LMC meetings by a mutually acceptable secretary. The secretary may be chosen from among the members of the LMC or the parties may agree to have a rotating secretary. Minutes shall be circulated within one week (1) of the meeting. An agenda shall be circulated to members of the LMC at least one (1) week prior to the next regularly scheduled LMC meeting. (Amended, 2000)
- 25.07 Where circumstances warrant, extra LMC meetings may be held by mutual consent.

ARTICLE 26 HEALTH AND SAFETY

- 26.01 The Employer must establish and implement a workplace violence prevention plan for the workplace for which a significant risk of violence is identified through a violence risk assessment, or that an officer orders a plan for. (Nova Scotia Occupational Health and Safety Act Regulations Section 82(7(1)). (New 2016)**
- 26.02 The Employer and the Union shall co-operate in continuing and perfecting the safety and health measures now in effect at the work place. The Employer shall follow the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c.7 and this will serve as a guideline for safety practices within the workplace.
- 26.03 Notwithstanding Section 28(1) of the *Occupational Health and Safety Act*, the Employer and the Union shall establish and maintain a health and safety committee and the Employer recognizes the right of the Union to participate in the formation and operation of this committee. The committee shall be made up of three (3) members from the Union. **No member shall serve longer than a two-year term.** All meetings and inspections agreed to by the committee, or carried out by the Department of Labour, are to be held within working hours and without loss of pay or benefits to committee members. Meetings are to be held on a monthly basis. (Amended, 2000, 2007, 2016)
- 26.04 An Employee who is injured at work, and is required to leave for treatment but who returns at her/his own initiative or at the directions of the treating physician, shall be paid for the entire period as if the individual was at work. Where an Employee is injured at work and is sent home by the Executive Director, the Employee shall receive payment for the remainder of the shift at his/her rate of pay.

26.05 Transportation to a physician or hospital for Employees requiring medical care as a result of an accident at work shall be the obligation and/or expense of the Employer.

26.06 (a) As a condition of continued employment, Employees are required to undergo a physical examination by a physician mutually agreed upon, the purpose of which is to determine the existence of communicable diseases or other conditions which may compromise the health and safety of other Employees and the **persons with an intellectual disability**, the Employer and Employees we serve. Where the Employer requests such an examination, it shall be at the Employer's expense and the Employee shall be required to provide medical certification of his/her ability to return to work. **(Amended 2016)**

(b) Where the Employee has been absent from work due to a condition described in 26.05(a), the Employee is required to provide a medical certificate of his/her ability to return to work; the cost of obtaining this certificate to be at the Employer's expense.

ARTICLE 27 JOB SECURITY, LAYOFF OR RESIGNATION

27.01 If an Employee desires to terminate her/his employment, she/he shall forward a letter of resignation to the Executive Director or designate not less than ten (10) working days prior to the effective date of termination. The Executive Director or designate may accept a shorter period of notice. Unless otherwise agreed, it is expected the Employee will work during the period of notice and sick time will not be used to bridge a period between the last day worked and the effective date of resignation, unless there is a valid and medically supported illness or injury. (Amended, 2010)

27.02 No Employee shall be laid off during the term of the Collective Agreement unless the layoff is due to circumstances beyond the control of the Employer.

27.03 Both parties recognize that job security shall increase in proportion to the length of Service within a classification and full-time and part-time status. Therefore, in the event of lay-off, Employees shall be laid off in the reverse order of Seniority within their classification and full-or part-time status, provided the Employees being retained have the required skills, ability and qualifications as determined by the Employer. (Amended, 2010)

27.04 Employees shall be recalled in order of their Seniority within their job classification, subject to the Employer's determination of the needs for a given classification, Employee qualifications, and client needs. Lay-off shall be a termination of employment and recall rights shall lapse if the lay-off lasts for more than twelve (12) consecutive months without recall. (Amended, 2010)

- 27.05 No new Employee shall be hired until those who are laid off from a full-time position have been given an opportunity of recall.
- 27.06 The Employer shall notify Employees who are to be laid off twenty (20) working days–prior to the effective date of the lay off. If the Employee is not given the opportunity to work twenty (20) days, she/he shall be paid for the days for which work was not made available.
- 27.07 Any Employee who is subject to lay-off shall keep the Employer advised of his/her current address and contact information (including phone number and email address if available) and notice of recall to the address on file shall be deemed to be notice to the Employee of recall. An Employee’s failure to maintain current contact information shall be a forfeiture of the recall right. In the event an Employee knows that they will be out of contact by phone, email or registered mail for more than five (5) working days, or are changing addresses are required to advise the Employer of the change in status prior to departure or move and indicate a desire to remain on the recall list during the change in status. (New, 2010)
- 27.08 A refusal of a recall, without a valid reason, to a position comparable to the position and classification held by the Employee at the time of lay-off shall forfeit the Employee’s right to any further recall and be a deemed termination. (New, 2010)

ARTICLE 28 UNION LABEL

- 28.01 In order that the general public and those who use the facilities shall be aware of the benefits of a unionized workplace the Public Service Alliance of Canada (PSAC) Union label shall be displayed in a mutually agreed upon place obvious to those entering the workplace. Such label shall not exceed 15 centimeters by 15 centimeters (15 cm x 15 cm) in size. (Amended, 2000)

ARTICLE 29 GENERAL CONDITIONS

- 29.01 Secure storage space for the personal belongings of any Employee shall be provided at each work site by the Employer. The Employer has a right to inspect storage facilities and is not responsible for any loss incurred by the Employee as a result of storing personal effects in the workplace. **The** Employer will invite an Employee Union Representative if one is available, to observe any inspection of Employee storage facilities. (Amended, 2010, **2016**)
- 29.02 The Union may have access to fifty percent (50%) of the space on one (1) bulletin board in each work location; the sites to be by mutual agreement.

ARTICLE 30 LEGISLATIVE/REGULATORY CHANGES

30.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law existing or hereafter enacted, proclamation or regulation invalidates or disallows any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event, this Agreement shall be re-opened for negotiations concerning the portion of this Agreement that is invalidated or disallowed. (Amended, 2007)

ARTICLE 31 SINGULAR/PLURAL AND MASCULINE/FEMININE

31.01 Whenever the singular, masculine or feminine is used in this Agreement it shall be considered as if the plural, feminine or masculine has been used where the context so permits or requires.

ARTICLE 32 TERM OF AGREEMENT, NOTICE TO BARGAIN AND RETROACTIVITY

32.01 This agreement shall be binding and continue in force and effect until the 31st day of March, **2019**. (Amended, 2010, 2013, **2016**)

32.02 Any changes deemed necessary in this Agreement may be made by mutual agreement of the parties, in writing, at any time during the existence of this Agreement.

32.03 Where notice to bargain is given, the following conditions shall apply:
(a) the notice to bargain shall state the changes requested;
(b) if negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed to shall apply retroactively unless otherwise specified.
(Amended, 2007)

ARTICLE 33 WAGES

33.01 The parties acknowledge that they have agreed on the terms of wages for the period April 1, **2015** to March 31, **2019**. This Agreement constitutes a full and final Agreement on wages for this term (April 1, **2015** to March 31, **2019**), subject to funding from the Department of Community Services. The agreement on wages is incorporated by reference to the within Collective Agreement and is attached as Schedule "A". (Amended, 2010, 2013, **2016**)


Effective signature at Halifax, Nova Scotia this 3rd day of May, 2017

For
Dartmouth Adult Services Centre

Public Service Alliance of Canada, Local 80023




Ronan Holland
Chair, Board of Directors



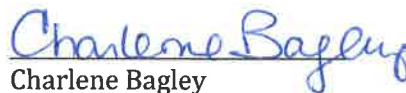
Jeannie Baldwin,
Regional Executive VP
PSAC Atlantic



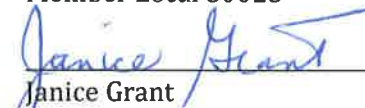
Cathy Deagle-Gammon
Executive Director



Chantel Mosher
Member Local 80023



Charlene Bagley
Member Local 80023



Janice Grant
Negotiator

SCHEDULE "A"

WAGE PACKAGE

1. Current (March 31, 2015) annual rate of salary for an instructor is **\$39,437.**
2. The following wage adjustment shall apply for the years specified:

April 1, 2015 to March 31, 2016 for an instructor is (0%)	\$39,437
April 1, 2016 to March 31, 2017 for an instructor is (0%)	\$39,437
April 1, 2017 to March 31, 2018 for an instructor is (1%)	\$39,831
April 1, 2018 to March 31, 2019 for an instructor is (1.5%)	\$40,429
March 31, 2019 for an instructor is (.5%)	\$40,631
3. **Any wage settlement that applies to unionized Adult Service Centres in the Province of Nova Scotia for the period from April 1, 2015 to March 31, 2019, if in excess of the wage settlement in this agreement, will be applied to this agreement. (New 2016)**
4. To be eligible for the above rates, instructors must have completed the Training Standards as set forth by the Department of Community Services. To receive retroactive pay, an Employee must either be employed at DASC at the time of ratification; or have retired, or have become deceased, during the retroactive period. In the case of a deceased Employee, the retroactive pay shall be paid directly to his/her estate. Employees who were not employed during the entire retroactive period, but are currently employed, retired or deceased will receive the relevant rate increase, prorated for the period of their employment.
5. The Employer agrees to pay the non-labour costs associated with the acquisition of the training and the Employees will contribute their time.

SCHEDULE "B"

STORM DAYS

- (A) The vocational agency shall normally remain open during snow storms and hazardous conditions, and Employees are expected to make every effort to report to work and be available during normal working hours. Employees shall notify their supervisors and the switchboard as soon as possible when they are not able to report to work.
- (B) At the Employee's discretion if he/she does not report for work because of storm conditions, the lost time shall be charged to vacation time, available lieu time that may be due, or treated as leave without pay.
- (C) If an Employee reports to work but it is reasonable late as a result of storm conditions, the Employee will not lose pay for the time missed. However, the onus is on the Employee to establish to the satisfaction of his/her immediate supervisor that every reasonable effort has been made by the Employee to arrive at work at the scheduled time.
- (D) In the event the Executive Director determines that the Agency will be closed for the day due to active storm conditions, Employees will be paid for the day.

September 7th 2010

Memorandum of Understanding

All bargaining unit Employees employed as of the date of ratification shall be credited with 2.5 leave days, which can be utilized according to the Employee's needs. These days are earned at a rate of 1.67 hours per month.

This time must be used within the fiscal year and do not carry forward to the next year. These days are pro-rated for part time employees.

These leave days shall be advanced at the beginning of the fiscal year, in the event an Employee terminates employment or is on unpaid leave, those advanced benefits shall be repaid to the Employer.

These days will be granted subject to operational requirements and must be requested in advance, as per article 20.10

This MOU will remain in effect unless otherwise agreed to by the parties.

These days are to be pro-rated based on fiscal year beginning date of ratification.

