

COLLECTIVE AGREEMENT

between

SOUTH SHORE TRANSITION HOUSE ASSOCIATION

and

PUBLIC SERVICE ALLIANCE OF CANADA

Expires September 30, 2019

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PREAMBLE TO AGREEMENT

Both parties to this Agreement share the following objectives:

To maintain a high standard of service for abused women and their dependent children, and to promote the social, economic, legal and political conditions necessary to alleviate and eliminate the subjugation of women and violence against them;

To improve the economic conditions of women as workers and to provide opportunities for participation in equitable decision making between the employer and the employees bearing in mind that legal and financial responsibility lies with the employer;

To encourage and promote co-operation and mutual support between transition house workers, the employer and women as consumers and supporters of the movement to end violence against women, recognising that we all have essentially the same interests in this matter; and are all adversely affected by the restraint of government expenditures for transition houses, or the absence of a commitment to social or economic policy that is dedicated to improving the lives of women and their children.

ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to:

(a) foster and maintain harmonious relations between the Employer, the Alliance and the Employees and, to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining;

(b) recognise the mutual value of joint discussions and, to the extent possible, joint decision making in all matters relating to working conditions, employment, service delivery and other matters mutually agreed to;

(c) promote the job satisfaction and security of all employees in the Bargaining Unit;

(d) recognise the unique character of Harbour House and, arising from that, the special responsibilities and relationships of employees and the employer.

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (a) "Agreement" means the collective agreement between South Shore Transition House Association and the Public Service Alliance of Canada;
- (b) "Alliance" means the Public Service Alliance of Canada
- (c) "Bargaining unit" means the Employees of the Employer as described in Article 5
- (d) "Board of Directors" or "Board" means the Board of Directors of the Employer.
- (e) "Casual Worker" is a person who is called in as required for additional workload or to cover staff absences. A Casual Worker is not a member of the Bargaining Unit;
- (f) "Employer" means the incorporated not-for-profit society operating under the name of the South Shore Transition House Association;
- (g) "Executive Director" means the person employed by the Board of Directors to effectively manage and administer Harbour House. This includes, but is not limited to: finances, personnel, programs and liaison between the Board, the staff, government agencies and the community;
- (h) "Day" unless otherwise specified, means a calendar day;
- (i) "Day of Rest" means a day other than a holiday on which an Employee, other than a Part-Time Employee, is not ordinarily scheduled to work;
- (j) "Employee" means a person who is a member of the Bargaining Unit specified in Article 5;
- (k) "Full-time Employee" means a permanent Employee who regularly works full-time hours and who has completed the probationary period.
- (l) "Grant Worker" means a person who is primarily funded by a source other than the Employer for a specific purpose or program. A Grant Worker is not a member of the Bargaining Unit. If required as part of a grant application process, the Union may provide the Employer with a letter of consent for the Employer to employ Grant Workers.
- (m) "Job Share Employee" means a permanent employee who shares a permanent full-time position with another employee.

- (n) "Local," otherwise known as PSAC 80030 consists of the members of the Bargaining Unit as represented by those named in accordance with the provisions of Article 9;
- (o) "Parties", unless otherwise specified, means the Employer and the Union;
- (p) "Partner" means a person of either gender, with whom an employee lives as a couple;
- (q) "Part-time Employee" is a permanent employee who regularly works less than the full-time hours specified in the Hours of Work Article and who has completed the probationary period.
- (r) "Term Employee" means a Casual Worker who replaces a Full-time or Part-time Employee for a specified period of not less than three (3) months and not more than twelve (12) months. The period of time may be extended by mutual agreement of the Employer, Employee and the local. The Term Employee is covered by only those provisions of the Collective Agreement set out in Article 22.13(b).
- (s) "Union" means the Public Service Alliance of Canada and the Local to which members of the Bargaining Unit belong;
- (t) "Workplace" refers to Harbour House, meetings of the Board or committees, or any place where an employee is working on behalf of the South Shore Transition House Association;
- (u) "Year of Service" means two thousand and twenty-eight (2,028) paid hours in a Bargaining Unit position; "Month of Service" means one hundred and sixty-nine (169) paid hours in a Bargaining Unit position.

ARTICLE 3 - APPLICATION

- 3.01 The terms of this Agreement apply to the Union, the Employer and all Bargaining Unit Employees of the Employer.
- 3.02 In the event that the South Shore Transition House Association merges with another organization, the employer agrees that employees at the time of the merger shall continue to be covered by the terms of this Agreement until such time as a new collective agreement takes effect, or as otherwise determined pursuant to Section 31 or 32 of the Nova Scotia *Trade Union Act*, R.S.N.S. 1989, c. 475 as amended.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The employer has and shall retain the exclusive right to manage its operations and direct the workforce in all respects except to the extent that its rights are abridged or limited by the express provisions of this Agreement.
- 4.02 The employer shall exercise its management rights and responsibilities in a fair and reasonable manner.

ARTICLE 5 - RECOGNITION

- 5.01 The employer recognizes the Alliance as the exclusive bargaining agent for all its employees except the Executive Director, and casual employees, as described in the certificate issued by the Nova Scotia Labour Relations Board dated January 23, 1995.
- 5.02 No other agreement

No employee or group of employees shall be required or permitted to make a written or verbal agreement with the employer that conflicts with the terms of this Collective Agreement.

ARTICLE 6 - WORK OF THE BARGAINING UNIT

- 6.01 (a) Persons not covered by the terms of this agreement shall not perform duties normally assigned to those employees who are covered by this agreement, except for the purposes of instruction, or in emergencies when employees are not readily available or, with the agreement of the parties.

(b) Volunteers and students shall not be used to do the work of the Bargaining Unit without mutual consent of the parties.

Notwithstanding the above, the parties recognize the benefit of student practicum placements. Student practicums shall be arranged with the agreement of the Employer and the Union.

The parties also recognize the benefit of volunteers, particularly, the involvement of women among whom will be former users of the service, in supporting other women in crisis, and agree to pursue a mutually agreed upon policy and programme for volunteers.

(c) With the exception of situations described in Article 6.01, the Employer agrees that all work or services ordinarily performed by members of the Bargaining Unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any person, company or non-Bargaining Unit person, except where mutually agreed to by the Employer and the Union.

6.02 The provisions of this Article do not apply to Casual Workers or to the Executive Director.

6.03 Refusal to cross picket lines

Employees have the right to refuse to cross a picket line. No employee shall be disciplined for exercising this right. Furthermore, the employer agrees that it shall not request, require or direct employees to cross a picket line or perform work resulting from strikes that would normally have been carried out by workers involved in the strike.

ARTICLE 7 - PRESENT CONDITIONS AND BENEFITS

7.01 All rights, benefits, privileges, practices and working conditions which employees enjoyed, received or possessed at time of certification shall continue so long as they are not inconsistent with or altered by this agreement, but may be modified by mutual consent of the parties.

7.02 All provisions of this agreement are subject to applicable laws now and hereafter in effect. If any law existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties to this collective agreement shall remain in existence. In such an event, this agreement shall be re-opened for negotiations concerning the portion of this agreement invalidated or disallowed.

ARTICLE 8 - CHECK-OFF

8.01 Subject to the provisions of this Article, the employer shall, as a condition of employment, deduct amounts equal to the monthly union dues and any assessments levied by the union from the bi-weekly earnings of all employees in the bargaining unit.

8.02 The Alliance shall inform the employer in writing of the authorized monthly deduction to be checked off for each employee.

- 8.03 For the purpose of applying Article 8.01, deductions from earnings for each employee in respect of each calendar month shall start with the first full calendar month of employment to the extent that earnings are available.
- 8.04 The amounts deducted in accordance with Article 8.01 shall be remitted to the Finance and Administration Branch of the Alliance by cheque within one (1) month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 8.05 The Alliance agrees to indemnify and save the employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the employer limited to the amount actually involved in the error.
- 8.06 The employer shall report the amount of union dues paid in the calendar year on each employee's income tax T4 slip.
- 8.07 An employee who declares in an affidavit that:
- (a) she is a member of a religious organization registered under the *Income Tax Act*, and
 - (b) the doctrine of her religious organization prevents her as a matter of conscience from joining a union or making financial contributions to the union, and
 - (c) she shall make a contribution to a charitable organization of her choice equivalent to union dues, shall not be subject to the provisions of this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization, and is countersigned by an official representative of the religious organization involved.

ARTICLE 9 - APPOINTMENT OF EMPLOYEE REPRESENTATIVES

- 9.01 The employer agrees that only the Local or the Alliance may appoint or otherwise select employees as union representatives.
- 9.02 The local shall have one (1) steward and will designate an alternate to replace the designated steward should one be required. Notice of Steward(s) as amended and alternate(s) will be current, and provided to the employer.
- 9.03 The local co-chairs (2) or their delegates shall provide the employer with a list of the local's officers and representatives and of any revisions that may be made from time to time.

- 9.04 Local representatives are entitled to the assistance of representatives of the Public Service Alliance of Canada or any of its advisors when dealing with or bargaining with the employer.

ARTICLE 10 - BOARD OF DIRECTORS

- 10.01 The employer agrees to allocate one (1) seat for an observer delegate from the bargaining unit to attend regular Board of Directors meetings. This observer position may rotate between bargaining unit employees. Notice of meetings and changes thereof, will be sent to the President of Local, who will advise the delegate of the meeting time and place. The President of the Local shall advise the Executive Director who will be attending the meeting as a delegate.
- 10.02 The observer has no voting rights, but is bound by the same duties of confidentiality and loyalty required of board members.
- 10.03 The observer delegate:
- (a) may be excused from any portion of a board meeting where the agenda item being discussed relates to matters affecting employees including, but not limited to, matters respecting labour relations, collective bargaining, human resource management, budget planning and review and generally any matter affecting employees that could reasonably be viewed as placing the employee in a position of conflict.
 - (b) shall withdraw from discussions or decisions when deemed appropriate by either the individual employee representative or the board;
- 10.04 Minutes of all board meetings which are not in camera shall be provided to the observer on the board within a reasonable period of time.
- 10.05 The board may, at its sole discretion, open board meetings to all members of the bargaining unit. It is understood by the parties that bargaining unit members shall withdraw from the meeting when either the bargaining unit members or the board determine it appropriate.
- 10.06 The employee representative shall be compensated in the form of accumulated time for time spent attending board meetings. When an employee representative is scheduled to work during the time of a board meeting, the employer shall grant leave with pay so that she may attend. However, when a board meeting is scheduled during the employee's non-scheduled working hours, the employee shall be compensated for the time spent at the meeting in the form of accumulated time.

- 10.07 The employer agrees that it is desirable to have employee representation on appropriate Board and House Committees, in accordance with the Memorandum of Understanding outlined in the attached Schedule C.

The employee representative shall receive all minutes, policies and reports coming from these committees. The employer shall continue to make space, which is accessible to all staff, available in the intake office for the storage of this information.

ARTICLE 11 - TRANSITION HOUSE ASSOCIATION OF NOVA SCOTIA

- 11.01 (a) If the employer requires an employee representative to attend a Transition House Association of Nova Scotia (THANS) meeting or conference, the local shall be requested to select the person. In determining its representative, the local may discuss the matter through joint consultation on staff training and development.

(b) If the employer requires an employee to represent the employer at a THANS meeting or conference, the employer shall select the employee.

- 11.02 The employer agrees to compensate such employee accordingly when the employer has requested the local to determine its representative to attend a THANS meeting. If it is held during the employee's working hours, the employee shall be granted leave with no reduction in pay or benefits. If it is held outside the employee's regular working hours, the employee shall be granted accumulated time for the time required to attend.

Where the employee representative is a part-time employee, the employee representative shall be compensated at her regular rate of pay.

The employer agrees to reimburse any travel, accommodation and meal expenses for the employee representative which are not covered by THANS. Any THANS subsidy received by the employee shall be reimbursed to the employer.

In the event that the employee travels by personal automobile, the employee shall be reimbursed transportation expenses in accordance with 39.03. If the employee uses a means of transportation other than her personal automobile, the employee shall be reimbursed all reasonable out-of-pocket expenses.

- 11.03 The employer shall, if appropriate, make the minutes of THANS meetings available to employees.

ARTICLE 12 - INFORMATION

- 12.01 The employer agrees to provide the secretary of the local with a monthly report giving the names of each employee hired, transferred or terminated since the last report. Exceptions to this requirement shall be when there have been no changes since the last report.
- 12.02 On request, an employee is entitled at reasonable intervals, to be informed of her time and attendance records, travel records, leave accrual and usage, accumulated time, sick leave credits, and documents related to pay.
- 12.03 The employer agrees that there shall be only one personnel file for each employee. On request and on reasonable advance notice, an employee is entitled to review her personnel file and, to comment in writing on all information contained therein. Such comment shall become part of the record. Upon request, an employee shall have the right to a copy of any item in her personnel file. The right to review an employee's file, and secure a copy of any items, may be exercised by the union representative if the employee so consents in writing.
- 12.04 If requested, the employer will provide the local with copies of all correspondence and information sent by the provincial government to the employer related to the wage rate adjustment approved by the Department of Community Services.
- 12.05 Within ten (10) days of receipt of a request by the Union or the local, the employer shall make available any requested information which it has in its possession which could reasonably be considered pertinent for collective bargaining purposes. The request may be made within the six (6) months immediately preceding the expiration of this collective agreement or at the time notice to bargain is given.
- 12.06 A copy of all correspondence from the local to the employer, pertaining to the interpretation, administration or application of any part of this agreement shall be made available to the Executive Director and the appropriate members of the board.
- 12.07 At the request of the employee, a copy of any correspondence between the employer, or its designate, and an employee in the bargaining unit, shall be forwarded to President or the Co-chairs of the local.
- 12.08 Copies of all proposed or adopted motions, briefs, resolutions, by-laws or rules and regulations of the Municipal, Provincial, or Federal government or their respective advisory boards or agencies which affect the members of this local and/or the general provision of shelter to abused women and children, received by either party shall be maintained in an open file to which the employees have access.

- 12.09 On termination of employment for any reason, the employer shall provide a letter confirming the dates of employment and the position(s) occupied, on the request of the employee. The personnel records of an employee or former employee shall not be shared in any manner with any other employer or agency without the prior consent of the employee concerned or as required by law. An employee who provides the employer as a reference is deemed to consent to the release of accurate information regarding the employee's employment.

ARTICLE 13 - USE OF EMPLOYER FACILITIES

- 13.01 The employer shall provide a bulletin board which shall be placed so that all Employees have ready access to it and upon which the Local shall have the right to post notices of meetings and such other information as may be of interest to the members of the Bargaining Unit. The parties agree that the bulletin board shall not be placed in residential or common areas.
- 13.02 The employer shall also make available to the local a specific location on its premises for the placement of reasonable quantities of literature.

ARTICLE 14 - NO DISCRIMINATION

- 14.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the alliance and marital status.
- 14.02 The employer and the union agree that because of the nature of the work and because it is a women's shelter, all women shall be counselled by women.
- 14.03 The employer and the local agree to work together to develop an employment equity plan.
- 14.04 The employer, the union and the employee have an obligation to work together in the accommodation process.
- 14.05 The parties agree that when an employee seeks an accommodation, the employee has the responsibility to communicate with the union and the employer and to supply job relevant medical information (non-diagnostic information only, such as the functional limitations and residual capabilities they have). The employee also has a responsibility to assist in identifying and implementing an appropriate accommodation.

ARTICLE 15 - HARASSMENT

- 15.01 The employer, union and employees recognize that every employee can expect to be treated fairly in a working environment free of harassment.
- 15.02 The employer is responsible for providing a harassment-free environment and agrees to implement strategies designed to create and maintain a harassment-free workplace. The employer agrees to take appropriate action on becoming aware of a harassment (or potential harassment) situation.
- 15.03 The parties to this agreement agree that harassment shall not be tolerated in the workplace. The employer shall undertake to take disciplinary measures against any person employed by the association, any non-staff board or committee member or volunteer who has been found to have been engaging in harassment of an employee.
- 15.04 Harassment consists of:
- (a) conduct which is offensive, undermines a person's self-respect or interferes with her ability to do her job;
 - (b) conduct of a sexual nature, including but not limited to any comment, gesture, advance, request, threat, bodily contact or display of pornography or sexually suggestive or explicit material which is offensive and unwelcome to the recipient (including conduct which the person knows or ought reasonably to have known would have been offensive and unwelcome to the recipient);
 - (c) abuse of authority occurs when an individual improperly uses the power of her position to undermine, intimidate, threaten or coerce an employee, or attempts to influence her career negatively.
- A single incident may constitute harassment. It is not necessary that the conduct be ongoing.
- 15.05 The parties to this collective agreement agree to abide by the terms of the Workplace Harassment Policy: South Shore Transition House Association that is included as Schedule "B" of this agreement.

ARTICLE 16 - LEAVE FOR UNION BUSINESS

- 16.01 Subject to operational requirements, a Local representative shall be granted reasonable leave with pay to investigate employee complaints.
- 16.02 Where operational requirements permit, meetings with the Employer concerning complaints and grievances shall be held during the working hours of the complainant(s)/grievor(s) and/or the union representative. Otherwise, the meetings shall be scheduled at a time outside the scheduled working hours of the employees involved and every reasonable effort shall be made to schedule them at a time convenient to all concerned.

The employer shall grant leave with pay to employees (including the employee's representative) to participate in meetings with the employer concerning complaints and grievances when the meetings are held during their scheduled hours of work. However, no employee shall be compensated for time attending such meetings outside her scheduled hours of work.

- 16.03 The employer shall grant leave with pay to an employee who is a party in an arbitration or who is called as a witness on behalf of the Association in proceedings before the Labour Relations Board (Nova Scotia).
- 16.04 Subject to operational requirements and on reasonable advance notice, the employer shall grant leave without pay to two (2) employees for the purpose of preparing for and attending contract negotiation meetings on behalf of the Alliance. It is understood by the parties that the number of employees may be increased in accordance with the "Collective Bargaining Protocol" Letter of Understanding.
- 16.05 Subject to operational requirements and on receipt of reasonable advance notice, the employer shall grant leave without pay to:
- (i) a reasonable number of employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative. Where the union training is considered staff training and development, the employer may grant leave with pay;
 - (ii) a reasonable number of employees selected to attend Alliance National Board of Directors' meetings, conferences, conventions and meetings of the Alliance, the Canadian Labour Congress, the Nova Scotia Federation of Labour and the District Labour Council. Where the conference is considered staff training and development, the employer may grant leave with pay;

(iii) a local representative for the purpose of doing work on behalf of the Alliance or the local;

(iv) to members of the Bargaining Unit to attend Local meetings.

- 16.06 Within fifteen (15) days of hiring a new employee, a representative of the local shall be granted one hour with no loss of pay or benefits during work hours to acquaint new members with the benefits and duties of union membership, such as the signing of dues deduction authorization cards, etc.
- 16.07 The employer agrees to continue payment of wages and benefits to employees on leave without pay under this Article subject to the necessary approval of the Alliance or the local, as the case may be. The Alliance or the local, as the case may be, agrees to reimburse the employer accordingly..
- 16.08 Leave without pay granted under this Article shall be counted for purposes of seniority and service related benefits, such as, vacation leave and sick leave, except when leave is for an extended period beyond six (6) weeks.

ARTICLE 17 - UNION MEMBERSHIP

17.01 It shall be a condition of employment that all employees who are members of the union as of the date of signing of this agreement shall remain members in good standing and, within thirty (30) days of the signing of this agreement, shall sign and deliver to the employer an irrevocable authorization of deductions approved by the union.

Subject to Article 8.07, it shall be a condition of employment that all new employees shall become members in good standing of the Alliance within thirty (30) days of hiring and shall, within the same time period, sign and deliver to the employer an irrevocable authorization of deductions approved by the union.

17.02 Prior to offering employment to a prospective employee, the employer shall inform that person of the provisions of Article 17.01.

ARTICLE 18 - STAFF EVALUATIONS

18.01 A staff evaluation of each employee's performance shall be performed annually, and more often if required. The evaluation shall be performed in accordance with procedures developed through joint consultation.

- 18.02 The parties agree that the purpose of a staff evaluation is to discuss with the employee her performance in relation to the duties required in her position. It is further agreed that the evaluation is intended to be developmental in nature and shall include discussion of strengths and opportunity areas for improved performance. The staff evaluation shall provide an opportunity for the employee to state her career development goals, and request any type of training she wishes to receive.
- 18.03 At the commencement of the period under review, the employee shall be provided with the evaluation form and the instructions or guidelines for the reviewer in arriving at the employee's performance evaluation. If, during the period under review, either the form or instructions are changed, the employee shall be fully informed of the changes.
- 18.04 When a formal assessment of an employee's performance is made, the employee shall be given an opportunity to sign the assessment form and be provided with a copy. The parties understand that the employee's signature indicates only that the employee has read the assessment form and that the contents have been discussed; her signature shall not be interpreted as concurrence with the statements contained therein. The employee may attach written comments to the assessment form.
- 18.05 Should the employee not meet the standards of performance expected of her, the standards shall be discussed, recommendations for improvement of performance shall be made and/or training shall be provided with the view to improve her performance. There shall be periodic reviews of her performance to assess the degree of progress made by the employee and the effectiveness of the program or training provided.
- 18.06 If the employee fails to improve her work performance and it is deemed necessary to censure the employee in a manner indicating that dismissal may follow if an employee fails to bring her work up to a required standard by a given date, the Employer shall present the censure in written form to the employee.

ARTICLE 19 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 19.01 The employer may discipline an employee who has completed the probationary period for just and sufficient cause only.
- 19.02 The employer supports a system of progressive discipline where appropriate. Such a system of discipline could consist of a verbal warning, a written warning and suspension or termination, depending on the severity of the situation and where appropriate.

- 19.03 Both parties agree that an employee is innocent until proven guilty.
- 19.04 Where the Executive Director or Board of Directors intends to interview an employee for disciplinary purposes, the employee shall be given at least one (1) day's advance notice of the purpose of the interview so that she may consult with her steward or local representative. At her request, the employee is entitled to have a steward or local representative attend the meeting.
- 19.05 The employer shall notify the employee in writing of the alleged wrong doing and the proposed corrective action. If the alleged wrong doing is significant and involves a danger to children, women, staff of the employer or security of the workplace, an employee may be suspended pending investigation. Nothing herein prevents the employer from suspending an employee with full pay and benefits until the issue is resolved through grievance, settlement or arbitration.
- 19.06 The burden of proof of just and sufficient cause shall rest with the employer. In any subsequent grievance or arbitration hearing, the employer may not use evidence to establish proof of cause for disciplinary action unless:
- (a) it relates to the grounds stated in the notice of discipline, and,
 - (b) the employee has been made aware of the evidence at the time of the occurrence giving rise to it or, as soon as possible thereafter, and she has been given an opportunity to respond to it.
- 19.07 The record of any reprimand, suspension or other disciplinary action (collectively referred to as "disciplinary action") taken against an employee shall not be used against that employee after twelve (12) months in the case of an entry of a detrimental nature or twenty-four (24) months following a suspension, provided that no subsequent disciplinary action has been taken against the employee. The above mentioned records shall be destroyed on expiration of their usefulness.
- 19.08 An employee who is found to have been unjustly suspended or discharged under this Article, shall be reinstated with all rights and benefits retroactive to the date of suspension or discharge.
- 19.09 If the employer receives a complaint or expression of dissatisfaction with the work of an employee, which could be detrimental to an employee's advancement or standing with the employer, the employer shall notify the employee in writing within ten (10) days of the event or receipt of the complaint or knowledge thereof. Failure

to comply with this clause shall prohibit the complaint from becoming part of the employee's record and may not be used against her at any time. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of her record.

19.10 A reduction in hours of work shall not be used as a disciplinary measure.

ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

20.01 The purpose of the grievance procedure is to resolve disputes in a fair and expeditious manner, and it is agreed that a final and binding settlement of all grievances shall be arrived at in accordance with the terms of this grievance procedure. The employer acknowledges the right and responsibility of stewards or local representatives to assist aggrieved employees in the preparation and presentation of their grievances in accordance with the grievance procedure and agrees that it shall not interfere or hinder them, in any way, in the performance of these duties.

20.02 A grievance is defined as a complaint in writing by an employee, a group of employees or the Union on behalf of an employee or a group of employees as a result of a dispute arising out of the interpretation, application, administration or alleged violation of this collective agreement, or a case where an employee feels that the employer has acted unjustly or improperly.

20.03 "Day" for the purpose of Article 19 and 20, means any day that is not Saturday, Sunday or one of those described in Article 28 of this agreement.

20.04 An employee is encouraged, but not required to first discuss her complaint with the Executive Director in an attempt to resolve the problem.

20.05 Step 1

The grievance shall be submitted in writing to the Executive Director within twenty (20) days of discovery of cause for a grievance. Within ten (10) days of receipt of the grievance, the Executive Director shall convene a meeting with the grievor and her steward or local representative to discuss the grievance and give her written decision to the grievor and her representative, with reasons.

If the employee has attempted and failed to resolve the problem at the complaint stage, the employee or the union, on behalf of the employee, may refer the grievance directly to Step 2 of the procedure as described in this article.

Step 2

Failing a satisfactory resolution at Step 1, or, if no written decision is issued at Step 1, within ten (10) days of receipt of the decision at Step 1 or the last day on which the reply was due, the grievance may be referred, in writing, to the Chair of the Executive Committee of the Board or her designate. On receipt of the grievance, the Chair of the Executive Committee or her designate(s) shall convene a meeting with the grievor and her representative to discuss the grievance and, within ten (10) Days of receipt of the grievance, she shall give her written decision to the grievor and her representative, with reasons.

Step 3

Failing a satisfactory resolution of the grievance at Step 2, within thirty (30) days of receiving the written decision at Step 2 or the time limit for receipt of the decision at Step 2 in the event that the employer fails to issue a written reply, the matter may be referred to arbitration.

20.06 If the grievor or the local fails to process a grievance to the next step in the grievance procedure within the time limits specified, the grievance shall be deemed to have been abandoned unless there is a valid reason for the delay.

20.07 Any mutually agreed upon written changes to this collective agreement shall form part of the collective agreement and are subject to the grievance and arbitration procedure.

20.08 No grievances shall be defeated by any formal or technical objection.

The arbitrator shall not have the power to change this agreement nor to alter, modify or amend any of its provisions. The arbitrator shall, however, have the power to allow all pertinent evidence and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute according to equitable principles and the justice of the case. To that end, the arbitrator may amend a grievance, modify penalties or dispose of a grievance by any arrangement which he/she deems just and equitable.

20.09 On referral of a grievance to arbitration, the union shall give written notice of the referral to the employer. The notice shall contain the name of a suggested arbitrator. On receipt of the notice, the employer may suggest an alternate arbitrator. If agreement on the arbitrator is not reached within fifteen (15) days, either party may apply to the Minister of Labour for the appointment of an arbitrator. The party making the request shall notify the other party of its intentions at least three (3) days prior to making the request.

- 20.10 Should the parties disagree as to the meaning of the arbitrator's decision or part thereof, either party may apply to the arbitrator to reconvene the Parties to clarify the decision.
- 20.11 The time limits fixed in this Article may be extended by the mutual consent of the parties.
- 20.12 On request, a representative of the Public Service Alliance of Canada may be granted access to the Executive Director's office to attend meetings with the employer to deal with matters arising out of this collective agreement.

ARTICLE 21 - SENIORITY

- 21.01 Subject to 21.02 and 21.05, the seniority of an employee is defined as the number of hours for which the employee has received pay.
- 21.02 An employee on pregnancy and parental leave, Workers' Compensation, leave without pay for Union business of less than six (6) weeks and leave without pay granted under Article 34.10 shall continue to accrue seniority during the period of such leave, for those hours she normally would have been scheduled to work.
- 21.03 Seniority Lists
- (a) The employer shall maintain a seniority list showing the date upon which each employee entered the service of the employer and the number of hours for which the employee has received pay. Where two or more employees have accumulated the same seniority, preference shall be in accordance with the date of hire and then date of application for employment. On March 31 of each year or as soon as possible thereafter, an up-to-date seniority list shall be sent to the local. On request of an employee and on reasonable advance notice, the employer shall provide the employee with the seniority list as of the immediately preceding pay day.
- (b) Notwithstanding article 21.01, the March 31 seniority list shall determine an employee's seniority for the application of seniority under this agreement.

21.04 Loss of Seniority

An employee shall maintain but shall not accumulate seniority rights if she is on unpaid leave of absence approved by the Employer. An employee shall lose her seniority rights if:

- (a) she has been discharged for just cause and has not been reinstated;
- (b) she resigns in writing and does not withdraw the resignation within three (3) days
- (c) she fails to return to work following a lay-off within thirty (30) days after receiving notice by registered mail to do so, unless through sickness or other just cause, or having exercised her one right of refusal pursuant to Article 24 (Layoffs and Recalls).
- (d) she is laid off for a period of more than two (2) years; or
- (e) in the case of a part-time employee, who has not worked a shift during a two (2) month period, unless she has been granted a leave of absence.

21.05 Although an employee loses her seniority upon termination of employment, the employer shall credit the employee with one half of any previously accrued seniority if she is hired by the employer within two (2) years following termination.

ARTICLE 22 - VACANCIES, PROMOTIONS AND STAFF CHANGES

- 22.01 Where the employer wishes to create and fill a new position, or fill a vacancy in an existing Bargaining Unit position, the employer shall post a notice of the position on the bulletin board provided for in Article 13 for at least one (1) week before any public posting or advertisement. Any staff not on duty or on a leave of absence during the seven-day period shall be informed by the employer of the notice electronically and by telephone on the date of posting or as soon as possible thereafter. The one (1) week period may be amended with the agreement of the parties.
- 22.02 The employer agrees, for information purposes only, to post non-bargaining unit positions internally when it is advertising externally.
- 22.03 The notice shall include but is not limited to the nature of the position, the qualifications for the position, the hours of work (including any shift work required), the rate of pay and the deadline date for applications to be received.
- 22.04 The employer agrees to fill positions from within the bargaining unit unless:
- (a) the position is an employment equity position and no members of the bargaining unit are eligible; or

(b) no members of the bargaining unit apply; or

(c) none of the applicants are qualified

22.05 Providing qualifications are sufficient to perform the required duties, the applicant with the most seniority in the Bargaining Unit shall be appointed to the position within thirty (30) calendar days after the deadline date listed on the notice. Qualifications shall include experience, education and ability.

22.06 Where no applicant is qualified for the position, the employer may promote or transfer an applicant who does not meet the requirements but who may reasonably be expected to obtain the necessary qualifications prior to assuming the position, or within a reasonable time thereafter.

22.07 If an applicant is not considered qualified, she shall be entitled to a meeting with the employer to fully discuss her qualifications in relation to the position.

22.08 Within seven (7) calendar days of an appointment under this Article, the employer shall post the name of the successful candidate on the log book.

22.09 Should it not be possible to fill a position internally, the position may be advertised externally. The employer may, at its sole discretion, solicit input from employees or invite an employee representative to participate on the selection committee in an advisory capacity only.

22.10 Probationary Periods

(a) Employees hired into full-time positions upon initial appointment shall serve a probationary period of six (6) months from the date of appointment. This period shall not include leave without pay, leave with pay in excess of two (2) weeks or the period of orientation training provided by the employer.

(b) Employees hired on a part-time basis shall serve a probationary period of five hundred twenty (520) hours.

(c) Probationary Periods

A staff evaluation of an employee's performance shall be completed in accordance with the provisions of Article 18, once at the mid-point of the probationary period and, once at the end of the probationary period.

Notwithstanding the foregoing, a probationary employee may be terminated for unsuitability at any time during the probation period.

- (d) On successful completion of probation, the Employee shall be so informed in writing.
 - (e) If an employee is terminated on the basis of general unsuitability, she shall have the right to grieve. In establishing general suitability, the employer shall not establish arbitrary, discriminatory or unreasonable standards.
 - (f) All employees shall have an unlimited right to the grievance and arbitration procedure while on probation.
 - (g) The initial probationary period may be extended an additional one hundred fifty (150) hours upon written notice to the employee and the local. The notice shall include reasonable objectives to be met by the employee during the extension.
- 22.11 A member of the bargaining unit who is appointed to a position under this Article shall serve a trial period of five hundred twenty (520) hours beginning the first day of work in her new position. Until the end of the trial period, the employee may request or the employer may require, after a written evaluation, that the employee return to the position she occupied prior to the appointment without loss of benefits or seniority. Any other employee promoted, transferred or who had accepted a grant position because of the initial appointment shall also be returned to her former position.
- 22.12 Where an employee who is a member of the bargaining unit accepts a grant position in accordance with the procedure described in this Article, the employee shall:
- (a) retain all seniority rights accumulated prior to the commencement of the grant position;
 - (b) continue to accumulate seniority during the period that she is in the grant position;
 - (c) receive pay as determined by the employer; however, she shall be entitled to all other benefits provided in this agreement;
 - (d) be offered the opportunity to return to her former position on completion of the grant position.

- 22.13 (a) A permanent Employee who fills a term position is entitled to the rate of pay commensurate with the full or part time position she is filling and has all the rights and benefits provided for in this collective agreement. However, no member of the bargaining unit who accepts a term position shall suffer any loss of pay, benefits or seniority as a result of taking the term position. At the end of the term, she shall be offered the opportunity to return to the position she occupied prior to the term position.
- (b) A casual employee who fills a term position shall be covered by the provisions of the collective agreement except for as follows:
Article 16 B Leave for Union Business
Article 19 B Discharge, Suspension and Discipline
Article 21 B Seniority
Article 24 B Layoff and Recalls
Article 37 B Leaves of Absence
Article 39 B Payment of Wages & Allowances

The term employee shall be paid ninety percent (90%) of the rate of pay commensurate with the full or part time position she is filling.

- 22.14 When filling the Executive Director position the Board may, at its sole discretion, solicit input from employees or invite an employee representative to participate on the selection committee in an advisory capacity only.
- 22.15 In the event that a decision is being considered with respect to the dismissal of an Executive Director the Board may, at its sole discretion, solicit input from employees.
- 22.16 When a vacancy occurs in a permanent position for a period of three (3) months or more, it shall be filled on a term basis. The worker occupying the position shall be paid in accordance with Article 22.13.

ARTICLE 23 - STAFF DEVELOPMENT

- 23.01 The employer agrees to make every reasonable effort to encourage and support staff training and development. Staff training and development includes on-the-job training, courses, conferences, in-service seminars and workshops. It also includes work experience involving various aspects of service delivery such as public education, working with groups and work within the community. Training and development may also include visiting other transition houses in Nova Scotia. It may also apply to situations where an employee may be required to represent the House.

- 23.02 The employer shall allocate a reasonable sum of money in the budget each year to be used for staff training and development. In addition, the parties shall explore ways and means of increasing the funds available for staff training and development.
- 23.03 It is the intent of the parties to this agreement that the staff training and development budget shall not cover salaries and other costs associated with on the job training, work experience, visits to other transition houses and other community work that would normally be funded from other sources.
- 23.04 The employer shall ensure that there are employees trained to relieve the Child Care Counsellor and Outreach Counsellor.
- 23.05 The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on staff training and development.
- 23.06 The joint consultation committee as per Article 42.03 shall make recommendations regarding staff development.
- 23.07 Staff shall submit all requests for training or development in writing to the Executive Director for approval.
- 23.08 In making recommendations concerning staff training and development, the committee shall take into account the current and future needs of the employer, the potential benefit to the users of the employer services, the professional development requests of individual employees and fairness toward staff.
- 23.09 Following attendance at any course, conference, workshop or program that has been fully or partially funded by the employer, participating staff shall provide appropriate follow up with other staff. This may take the form of a verbal report at a staff meeting, a written report or a staff in-service, as recommended by the joint consultation committee.
- 23.10 Unless otherwise mutually agreed to between the employer and the employee, where staff development opportunities are approved, there shall be no loss of pay and benefits for attendance during regularly scheduled working hours.

Time spent by a full-time or a job-sharing employee to attend during non-working hours shall be compensated in accumulated time off at a mutually agreed upon time; time spent by part-time employees to attend during non-working hours shall be compensated in pay.

Costs associated with participation in approved staff development programs, (i.e. registration, materials, transportation, accommodation, etc.), shall be paid for by the employer. On request, the employer may provide an advance to cover such expenses, for which receipts shall be submitted later.

- 23.11 There shall be a minimum of twelve (12) hours of rest before the commencement and after the end of any mandatory training session of eight (8) hours or more including travel time, where the training session is held outside of the Bridgewater area. Exceptions may be made for situations involving support groups and committee meetings, with the consent of the employer, employee and the local through joint consultation.
- 23.12 When an employee is required or requested by the employer to take a course, seminar or study session, she shall retain full employment status including benefits, accrual of seniority and salary, and the employer shall pay all reasonable expenses incurred, including but not limited to: tuition, books, materials, transportation, child care and accommodation, if required.

ARTICLE 24 - LAYOFFS AND RECALLS

- 24.01 A lay-off shall be defined as a termination of employment or reduction in the regular hours of work as defined in this agreement due to lack of work or reorganization of the workplace.
- 24.02 The employer shall make all reasonable efforts to avoid lay-offs. Prior to a lay-off, the employer agrees to consult with the union and consider all the union's suggestions and recommendations which are aimed at avoiding lay-offs and minimizing the adverse effects on all employees.
- 24.03 In the event of lay-off, and provided the necessary funds described in Article 24.10 are available, the staff shall be polled to determine if anyone is willing to accept voluntary lay-off. If there are more employees willing to accept voluntary lay-off than are needed, seniority shall be the governing factor in that priority shall be given to the most senior employee(s) provided that the remaining jobs continue to be filled by employees who are willing and qualified to do the work. An employee accepting a voluntary lay-off shall be entitled to a separation allowance in accordance with Article 24.10.
- 24.04 Both parties recognize that employment security shall increase in proportion to length of service. Therefore, in the event of an involuntary lay-off, employees shall be laid-off in reverse order of their seniority, provided that the remaining jobs shall continue to be filled by employees who are willing and qualified to do the work.

24.05 Laid off employees shall be placed on a lay-off list for a period of two (2) years.

24.06 Recall Procedure

(a) Employees shall be recalled in the order of their seniority, provided they have the necessary qualifications to do the work.

(b) Employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment, without loss of seniority.

(c) Employees who choose to take employment offered to them which would constitute demotion, temporary or less than full-time employment shall not lose their right to re-employment to positions equivalent to those from which they were laid off.

(d) Employees shall be given thirty (30) calendar days' notice of recall by registered letter. The date of notification shall be the date of delivery of the registered letter. The notification letter shall include the requirement of the employee to provide a response to the employer by telephone call to the Executive Director within seven (7) days of receipt of notification of recall to be followed up by registered letter within fourteen (14) days of notice of recall.

(e) An employee on layoff shall be responsible for providing the employer with her most recent address. Communication by the employer to the address on file shall be deemed notice to the employee of recall.

24.07 New employees shall not be hired until employees on lay-off have been given an opportunity of recall.

24.08 A laid off employee shall be able to exercise her right of one refusal on recall for an equivalent job to that held prior to lay-off, provided there are other employees in the bargaining unit on lay-off who are qualified to do the work. Exercising her right of one refusal shall not affect her position on the recall list.

24.09 In the event of an involuntary lay-off:

(a) an employee with less than five (5) years' service shall receive one (1) months' notice or 1 month's wages in lieu of notice;

(b) an employee with five (5) or more years of service shall receive two (2) months' notice or two (2) months' wages in lieu of notice.

24.10 In the event of a voluntary lay-off:

- (a) an employee with fewer than five (5) years of service shall receive one (1) months' wages;
- (b) an employee with more than five (5) years of service shall receive two (2) months' wages;

24.11 Closure of Harbour House

In the event of permanent closure and if funds are available after payment of all debts:

- (a) each employee at the time of closure shall receive a severance payment of one (1) month's wages (employees with fewer than five (5) years of service) or two (2) months' wages (employees with more than five (5) years of service); and

24.12 An employee who elects at time of layoff to receive the severance pay provided in Article 24.09 shall be deemed to have terminated employment and to have waived recall rights provided in Articles 24.05 and 21.04 (c).

24.13 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 25 - ACTING PAY

25.01 (a) When the Executive Director is on a leave of absence in excess of five (5) consecutive days, she may designate one or more employees to serve as team leader in her absence. The team leader(s) shall be the staff contact person for client-related and administrative duties. Administrative duties will not include planning for student placements, payroll, responding to mail/bills, grants or checking the EDs' voice mail.

(b) The team leader shall receive acting pay equivalent to ten percent (10%) of the employee's hourly rate. In the event there are two (2) employees designated in the acting team leader role, the acting pay shall be prorated accordingly between the two (2) employees.

(c) Employees will be notified of any leave under this article. The phone number of a designated Board member shall be made available to the Team Leader(s), and left as a point of contact in the event of an emergency or crisis beyond the capacity of the Team Leader(s).

(d) For greater clarity, the team leader role shall not include executive/ board-related responsibilities nor labour relations/human resource duties.

- (e) The additional compensation may be granted in the form of accumulated time to be taken at a time which is mutually agreeable to the employee and the employer.
- 25.02

In the event the executive director is absent from her duties for a period of three months or more, the Board will appoint a designate(s) to act in her instead. In the event the Board chooses to consider applications for the interim appointment, bargaining unit employee may apply and be considered for the interim position. Salary and terms and conditions of employment for the appointment to the acting position will be subject to negotiation between the board and the appointee and will be dependent on funding capacity, experience and qualifications.

(b) In the event a bargaining unit employee is appointed or is the successful applicant to replace the Executive Director under Article 25.02 (a), the bargaining unit employee shall return to their bargaining unit position at the end of the appointment without loss of seniority.

ARTICLE 26 - HOURS OF WORK

26.01 Transition House Counsellor

Subject to Article 26.02, and 26.08, hours of work for Transition House Counsellors shall consist of an average of thirty-nine (39) hours per week. During each 9:00 a.m. to 9:00 p.m. twelve (12) hour shift, there shall be a minimum of two (2) paid one-half (1/2) hour break periods, or one paid one (1) hour break period, which can be taken away from the house when practicable.

26.02 The regular daily hours of work for Transition House counsellors shall be twelve (12) hours per day. The regular daily working hours shall be between the hours of 9 a.m. and 9 p.m.; and between 9 p.m. and 9 a.m. The current shift schedule shall not be varied without the mutual agreement of the parties. Such agreement shall not be unreasonably withheld.

26.03 Child Care Counsellor and Outreach Counsellor Hours of work shall consist of an average of thirty-nine (39) hours per week. These hours shall include a minimum of a daily one (1) hour paid break for each day consisting of more than four (4) hours and a paid rest period of half (1/2) an hour when the work day consists of fewer than four (4) working hours, which can be taken away from the House whenever practicable. The work week may be Monday to Friday.

26.04 The regular daily working hours of the Child Care Counsellor and the Outreach Counsellor shall be based on a schedule of flexible working hours, as determined by

the Executive Director in consultation with the Child Care Counsellor, or the Outreach Counsellor, with consideration for the program needs of the children and parents in the house, the needs of support groups or public education activities. The flexibility of these hours shall not be so varied and spontaneously determined as to create instability of hours on and time off for the Child Care Counsellor or the Outreach Counsellor.

26.05 Part-time Employees

(a) Part-time Transition House employees shall work a minimum of one (1) twelve (12) hour shift in every four (4) week period. The hours of work for part-time Transition House employees shall not exceed the hours of work for full-time employees over a two (2) week pay period. All hours or part thereof, worked beyond seventy-eight (78) hours over a two (2) week pay period shall be considered overtime.

(b) Additional shifts for part-time employees shall be filled in accordance with the following:

- i) A four (4) week schedule which indicates all vacant shifts shall be completed for each month by the fifteenth of the previous month.
- ii) All vacant shifts shall be offered first to part-time employees by seniority, then to Casual Workers.
- iii) The part-time employee who has agreed to work an additional shift shall be required to report for work as she would for a regular scheduled shift. In the event the part-time employee is unable to report for an additional shift, she shall be required to consult with the Executive Director and shall retain the responsibility for coverage of that shift, and the absence shall be without pay.
- iv) Should an additional Child Care Counsellor be required during a shift, such as in the event that there are more than seven (7) children, the shift shall be filled in accordance with Article 26.06(b)(ii).

26.06 Work Schedules

a) The shift schedule for Transition House Counsellors shall be posted thirty (30) calendar days in advance.

b) Changes may be made to the schedule through consultation and only by mutual consent. Such consent shall not be unreasonably withheld.

26.07 No employee shall be required to work a split shift. In cases involving situations such as support groups, committee meetings and public education activities,

proposed changes may be referred to the Joint Consultation Committee and changes made only with the consent of the employer, employee and the local.

- 26.08 An employee may exchange shifts with another employee providing the employer approves of the exchange and the exchange does not result in additional cost to the Employer.
- 26.09 After three (3) consecutive working days consisting of twelve (12) hour shifts, an employee shall not be required to work until a period of at least twenty-four (24) hours has elapsed, unless the employer and employee have agreed otherwise. It is the Parties' intent that exceptions may be made in the case of committee meetings and support group assignments.
- 26.10 Once a part-time employee has committed to work a shift, coverage for that shift becomes her responsibility.
- 26.11 If a staff member does not work for a period of three (3) months or more, she must have a refresher shift before returning to work.

ARTICLE 27 - JOB SHARING

- 27.01 Job sharing is an arrangement which permits two (2) employees to share the duties and responsibilities of one full-time position. Each of the two shall be entitled to a pro rata percentage of the salary and benefits of the position.
- 27.02 On written request of the employees and subject to the approval of the employer, job-sharing shall be permitted. Approval of requests for job sharing shall not be unreasonably denied.
- 27.03 A full-time employee who wishes to enter into a job sharing arrangement shall notify all the employees. Notification shall be in accordance with the procedure described in Article 22.01. Should more than one employee express interest in the opportunity to job share, seniority shall govern, provided the employee has the required qualifications.
- 27.04 For the purpose of Articles 27.03, an employee shall be deemed to be qualified if she occupies a similar position to that which is the subject of a proposed job share arrangement. In the event she does not occupy a similar position, a selection committee shall determine whether or not she has the desired qualifications. Qualifications shall include experience, education and ability.
- 27.05 The terms and conditions governing any job sharing arrangement shall be as mutually agreed to by the union, the employer and the participants.

- 27.06 The terms and conditions of a job sharing arrangement as agreed to by the parties named in 27.06 shall be in writing and form part of the collective agreement and shall have regard for:
- (i) hours of work;
 - (ii) earned leave
 - (iii) increment period;
 - (iv) designated paid holidays;
 - (v) benefit plans;
 - (vi) the employees' commitment to the terms of the shared position;
 - (vii) salary;
 - (viii) the terms of cancellation of the agreement.
- 27.07 The job sharing arrangement shall continue for a six (6) month trial period, unless otherwise mutually agreed. At the end of the trial period, the parties shall evaluate the job sharing arrangement and shall have the option to terminate the job share and each employee shall return to the original position that she held immediately prior to entering the job-sharing arrangement.
- 27.08 When one of the job sharing partners vacates the position, the terms and conditions of the job sharing arrangement shall be terminated. The full-time position shall be filled in accordance with Article 22 of this Agreement. In the event that the remaining job sharing partner is the most senior applicant, she shall have the option to assume the position on a full-time basis or seek another job sharing partner in accordance with this Article. The displaced employee following the termination of the job sharing arrangement and the application of Article 22 shall be offered the opportunity to return to her former position or if the employee did not occupy a former position, she shall be placed in the position of Casual Worker.

ARTICLE 28 - HOLIDAYS:

28.01

The following days shall be designated as paid holidays for Employees:

- a) New Year's Day
- b) Heritage Day
- c) Good Friday
- d) Easter Sunday
- e) Victoria Day
- f) Family Day (3rd Friday in June)
- g) Canada Day
- h) Civic Holiday (1st Monday in August)
- i) Labour Day
- j) Thanksgiving Day

- k) Remembrance Day
- l) Christmas Day
- m) Boxing Day

Where an employee observes religious holidays not included in Article 28.01, the employer shall allow that employee to substitute her religious holidays for those days. If the employee is then required to work her holiday, she shall be compensated in the same manner as an employee required to work one of the holidays herein.

28.02 A regular part-time employee is entitled to the above paid holidays listed in Article 28.01, pro-rated to hours worked in the previous four-week period.

28.03 Where an employee observes religious holidays not included in Article 28.01, the employer shall allow that employee to substitute her religious holidays for those days. If the employee is then required to work her holiday, she shall be compensated in the same manner as an employee required to work one of the holidays. The employee shall inform the employer which of her religious holidays she is taking.

28.04 When a holiday coincides with an employee's day of rest or day of leave with pay, the holiday shall be moved to the first scheduled working day following the employee's day of rest, day of leave with pay, or in the case of employees working twelve (12) hour shifts, it shall be moved to a mutually agreed upon date. When two holidays coincide with an employee's consecutive days of rest or leave with pay, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest or leave with pay or in the case of employees working twelve (12) hour shifts, they shall be moved to a mutually agreed upon time.

28.05 When a day designated as a holiday is moved to another day under the provision of clause 28.04:

- a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and
- b) work performed by an employee on the day from which the holiday was moved, shall be considered as work performed on a holiday.

28.06 Employees who work the holiday will be paid time and one half. If full-time employees work a holiday, they receive an additional eight (8) hours of pay. If a part-time employee works on a holiday, they receive time and one-half plus a prorated eight (8) hours of pay calculated on her average hours in the prior month. If a full-time employee has a holiday that falls on their usual day off, the employee will receive eight (8) hours of pay. A part-time employee whose eligible holiday falls on their regularly scheduled day off, will receive pay equal to eight (8) hours prorated to her average hours worked in the previous

four week period.

- a) For the purpose of this article, full-time employees and Job-Share, may opt to accumulate the day (eight hours (8)) rather than pay.

- 28.07 For purposes of application of 28.05 and 28.06, the holiday shall start at 09:00 hours on the day of the holiday and end twenty-four (24) hours later with the exception of New Year's Day, Christmas Day and Boxing Day, which shall start at 21:00 hours on the eve of said day and end twenty-four (24) hours later.
- 28.08 A part-time employee shall be paid one and one half (1 1/2) times her regular rate of pay for all hours worked on a holiday.
- 28.09 Except for Transition House and permanent part-time employees, all pay earned under this article shall be taken as accumulated time.

ARTICLE 29 - VACATIONS

- 29.01 Vacation leave accumulates equally over a twelve-month fiscal year ending March 31, at the rate described in Article 29.03.
- 29.02 The vacation year means the fiscal year ending March 31. An employee is entitled to vacation leave with pay to the extent of her earned credits. A newly hired employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year. Any other employee may take her yearly entitlement at any time during the fiscal year.
- 29.03 Full-time employees shall receive annual vacation with pay in accordance with their length of service as follows:
- (a) (i) seventy-eight (78) working hours (equivalent to two (2) weeks) for the first Year of Service (up to 2028 hours);
 - (ii) one hundred and seventeen (117) working hours (equivalent to three (3) weeks) for the second (2nd) to fifth (5th) Year of Service; (from 2028 to 10,140 hours);
 - (iii) one hundred and fifty-six (156) working hours (equivalent to four (4) weeks) for the 6th to 10th Year of Service; (from 10,140 to 20,280 hours);

- (iv) one hundred ninety-five (195) working hours (equivalent to five (5) weeks) after (ten (10) Years of Service to the 19th Year of Service; (from 20,280 to 38,532 hours);
- (v) Two hundred and thirty-four (234) working hours (equivalent to six (6) weeks after twenty (20) Years of Service (from 38,532 hours plus)

(b) Vacation for Part-time Employees

Regular part-time employees shall earn vacation leave credits at the above rates prorated to the hours worked in the month.

29.04 The vacation leave entitlement of an employee whose status is changed from part-time to full-time or job share shall be based on the total number of hours of service immediately prior to the change in status.

29.05 Subject to operational requirements, the employer shall make every reasonable effort to grant vacation leave in an amount and at such time as the employee may request.

29.06 Carry Over for Vacations

The vacation entitlement contained herein shall be taken by all employees annually. The employer agrees to the carry-over of up to forty-eight (48) hours, and retains discretion for the carry-over of additional hours.

29.07 Leaves During Vacation

If, during a period of vacation leave, an employee becomes entitled and is granted:

- a) bereavement leave pursuant to Article 37.03, or
- b) In the event an employee becomes sick on vacation and is incapacitated, and confined to her room due to illness for more than one (1) day, she may request vacation leave for the number of days of confinement in excess of one (1) day be converted to sick leave in the event the employee has sufficient sick leave credits available. If no credits are available, the employee can take the confinement days as unpaid leave, and have vacation credits restored for the days of confinement in excess of one (1) day. The employer may request a medical certificate to support any period of medical confinement during vacation.

29.08 Vacation Pay on Termination

If an employee ceases to be employed for any reason, she or her estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable immediately prior to her termination. In the event of termination of employment for reasons other than death, the employer shall recover from any monies owed the employee an amount not to exceed unearned vacation leave taken by the employee, calculated on the basis of the rate of pay received by the employee immediately prior to her termination.

29.09 Unbroken Vacation

An employee shall be entitled to vacation leave in an unbroken period, unless otherwise requested by the employee; vacation leave periods may be as short as one (1) working day.

29.10 Vacation Schedule

Employees should advise the Executive Director of their vacation requests by May 1st. The Executive Director shall post the vacation schedule by May 15th of each year. Every reasonable effort shall be made to grant an employee her vacation request. Where there is a conflict which cannot be accommodated, the employees involved shall be given the opportunity to resolve the conflict; failing satisfactory resolution between the employees, seniority shall govern. Once the vacation schedule is posted, employees' vacation dates shall not be varied without the mutual consent of the employee(s) and the Executive Director.

29.11 Vacation leave requests submitted after May 1st, shall be granted on a first come, first serve basis.

ARTICLE 30 - OVERTIME

30.01 **Definition:** Overtime means all time worked by an employee in excess or outside of their regularly scheduled hours (excluding call-in hours) over a two (2) week pay period.

30.02 Subject to operational requirements, the employer shall make every reasonable effort to avoid overtime and to allocate overtime work on an equitable basis among readily available qualified employees. All overtime must be approved by the Executive Director, and in advance, except in cases of emergency.

30.03 The employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of authorized overtime. The parties recognize that the shift change will normally take place in less than fifteen (15) minutes.

30.04 The parties recognize that it is not always possible to obtain the employer's authorization to work overtime in advance. Approval should be requested at the earliest possible opportunity from the Executive Director or her designate. When circumstances beyond the employee's control necessitate the employee to work overtime, the employer shall authorize the overtime after the fact. Such authorization shall not be unreasonably withheld.

30.05 Compensation for Overtime

Subject to clause 30.06, when an employee works overtime, she shall be paid at the rate of time and one half.

30.06 Accumulated Time in Lieu of Overtime Pay

Overtime shall be compensated in equivalent accumulated time off at the overtime rate, except where, on request of the employee, overtime shall be compensated in cash.

30.07 (a) Where overtime work required extends the work day, the overtime work shall be assigned to the employee performing the work at the end of the regular work shift.

(b) Subject to (a) above, and except in cases of emergencies, employees shall have the right to refuse to work overtime.

30.08 Employees shall record starting and finishing times of overtime work in a form determined by the employer.

ARTICLE 31 - CALL IN

31.01 Call in occurs when an emergency situation arises and an employee (excluding part-time employees), who is off duty, is required to report for work immediately.

Call in hours that are contiguous to the employee's regularly scheduled shift shall cease on commencement of the shift.

31.02 When an employee is called in pursuant to 31.01(i), she shall be entitled to the greater of:

(a) four (4) hours' pay at her straight time rate of pay, or;

- (b) two (2) hours' pay at her straight time rate of pay in addition to compensation at one and one half times (1 1/2x) her straight time rate of pay for each hour worked.

31.03 Call in hours shall be compensated in accumulated time off equivalent to the rate described in 31.02, except where, upon the request of an employee, call in hours shall be compensated in cash-

ARTICLE 32 - REPORTING PAY (PART-TIME EMPLOYEES)

32.01 Part-time employees shall receive a minimum of three (3) hours' pay when called to work, excluding staff meetings.

ARTICLE 33 - ACCUMULATED TIME

33.01 Accumulated time means leave with pay in lieu of cash payment for work done in excess of the regularly scheduled hours of work.

33.02 Accumulated time may be accumulated to a maximum of forty (40) hours. It is agreed that the maximum may be increased to permit the scheduling of accumulated time in accordance with Article 33.03.

33.03 On request of the employee, the employer shall grant accumulated time at times mutually agreed to by the employee and the employer. Every reasonable effort shall be made to grant the employee's request.

ARTICLE 34 - SICK LEAVE

34.01 Sick leave includes the period of time an employee is absent from work with full pay by virtue of being sick, injured or disabled and includes having been exposed to a contagious disease or being under the examination or treatment of a physician, mental health practitioner, chiropractor or dentist, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

34.02 Sick leave shall be earned at the rate of ten (10) hours for every month of service, pro-rated for part-time and job-share employees up to a maximum accumulation of four hundred (400) hours. Sick leave does not accumulate while an employee is on sick leave.

34.03 A Full-time, job-share or regular part-time employee shall be granted sick leave with pay when she is unable to perform her duties because of illness, injury or disability, to the extent of sick leave credits she has earned pursuant to the provisions of Article 34.02.

- 34.04 An employee may be required to produce a certificate from a medical practitioner of the employee's choice for any illness in excess of three continuous work days, certifying that the employee was unable to carry out her duties due to illness. Should the employer require the employee to produce a medical certificate to cover the period of sick leave, the employer shall advise the employee of this requirement prior to her return to work. If there is any charge for such certificate it shall be at the employer's expense.
- 34.05 When an employee is on approved leave without pay or is laid-off because of lack of work, she shall not receive sick leave credits for the period of such absence but she shall retain her unused accumulated credits.
- 34.06 An employee with more than one (1) year of service who has exhausted her sick leave credits may be allowed additional sick leave upon receipt of a medical certificate and at the discretion of the employer.
- 34.07 In the event of termination of employment for reasons other than death, the employer shall recover from any monies owed to the employee, an amount not to exceed unearned sick leave advanced to the employee, calculated on the basis of the rate of pay received by the employee immediately prior to her termination.
- 34.08 No employee shall have her services terminated by virtue of having exhausted her sick leave credits.
- 34.09 An employee who is unable to return to work following the expiration of sick leave shall be placed on leave without pay for a reasonable period of time agreed upon between the employer and the employee.
- 34.10 The employer shall, in April of each year, advise each employee in writing of the amount of sick leave that she has accumulated.
- 34.11 Stress Leave

Stress leave may be taken when an employee feels emotionally incapable of attending work. It is therefore, the prerogative of the employee to use sick leave days for stress leave.

ARTICLE 35 - WORKERS' COMPENSATION

- 35.01 All employees shall be covered by the Nova Scotia *Workers' Compensation Act*. No employee shall have her employment terminated as a result of absence from work with a compensable accident unless after a period of two (2) years, the employee is incapable of performing her normal course of duties.

- 35.02 Pending receipt of payments from Workers' Compensation, an employee who is unable to perform her duties because of an injury or illness incurred in the performance of her duties which is compensable under the Nova Scotia *Workers' Compensation Act* shall receive advances equivalent to the amounts she would be entitled to receive from the Workers' Compensation Board provided that the employee agrees to remit to the employer any amount received by her in compensation for loss of pay from Workers' Compensation for the same period.
- 35.03 The employer shall continue to pay its full share of the cost of any benefit plans provided that the employee continues to pay her share of the cost of the benefit plans.
- 35.04 The absences(s) of an employee who is receiving compensation under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits.
- 35.05 In the event that an employee's claim is rejected, the employer shall convert the leave to sick leave in accordance with the provisions of Article 34. The employer may require the employee to appeal the decision of the Workers' Compensation Board, and the cost of such appeal shall be borne by the employer.
- 35.06 An employee who is injured while at work, and is required to leave work for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at her regular rate of pay without deduction from sick leave. On return to work, if the employee requires further treatment or therapy related to the injury, she shall suffer no loss of pay or benefits to attend such sessions.
- 35.07 In the event that an employee suffers an injury in the course of performing the duties of her job, the employer shall be notified immediately. The employer shall then notify the Health and Safety Committee as soon as is reasonably possible, for the purpose of completing the required forms and to conduct an investigation of the circumstances resulting in the injury. The injured employee shall have the right to visit her physician or be escorted to the hospital.

ARTICLE 36 - HEALTH AND SAFETY

- 36.01 The employer, the union and the employees shall co-operate in the implementation of safety and health measures which shall provide working conditions which are consistent with the preservation of the employees' physical and mental health and safety.
- 36.02 The employer shall make all reasonable provisions to ensure the health and safety of employees in the workplace. Employees shall endeavour to point out any health and safety hazards to the Health and Safety Committee.

36.03 The employer, the union and the employees shall follow the provisions of the *Occupational Health and Safety Act*. The *Act* and its regulations shall constitute a minimum standard of protection for employees covered by this agreement, provided that where a higher standard or increased protection is provided for employees by this agreement, this agreement shall prevail.

36.04 Health and Safety Committee

The employer and the local shall establish and maintain a Health and Safety Committee. The employer recognizes the right of the local to participate in the formation and operation of this committee. The committee shall be made up of a minimum of two (2) members representing the employer and a minimum of two (2) members from the local. The parties shall have equal representation on the committee. Meetings shall be held at least once every six (6) months but may be called by either party as required.

36.05 All time spent by employee representatives on the Joint Health and Safety Committee to attend meetings and to carry out the functions of the committee shall be deemed to be time at work and shall be remunerated by the employer at the employee's applicable rate of pay.

36.06 Right of Refusal

An employee has the right to refuse to do particular work if she has reasonable grounds to believe that the performance of the work will endanger her health or safety or that of her unborn child, another employee or client unless it is reasonable to believe that her refusal would put the life, health or safety of another person directly in danger or if the perceived danger is inherent in the work of the employer.

When an employee exercises the right of refusal, the employee shall inform the Executive Director and an employee representative of the Health and Safety Committee as soon as possible and an investigation shall be undertaken.

The employer shall not require any other employee to do the work that is the subject of the investigation. However, another employee may do the work if she is advised of the refusal, of the reason for the refusal and of her right to refuse.

An employee exercising her rights under this Article shall suffer no loss of pay or benefits, including seniority during the period of refusal nor shall she be discharged, disciplined or penalized.

36.07 During any inspection, a representative of the local shall have the right to make representations concerning Health and Safety to the inspector and if operational requirements permit, she shall be permitted to accompany the inspector on all or

part of the inspection. If operational requirements do not allow the local representative to accompany the inspector or to make representations at the time of the inspection, the employer shall make arrangements for representations to be made within a reasonable time at a later date.

36.08 The employer agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital and, from there, to her home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of an injury or serious illness which occurs while at work.

36.09 First Aid

The employer shall provide and make available, adequate first aid supplies, as determined by the Health and Safety Committee, at convenient work locations.

36.10 The employer shall assume the costs of refresher courses for employees to hold a valid standard first aid certificate. Employees taking such training shall be granted time off with pay for the duration of the training. Requests and or arrangements associated with first aid training shall be referred to joint consultation on staff training and development.

36.11 Recognition of a Social Illness

The employer and the union recognize that mental illness, alcoholism, and drug abuse are health problems. Where necessary, sick leave benefits shall be granted for treatment on the same basis as for other health problems. employees whose partner or child is undertaking a rehabilitative program for alcoholism or drug abuse may apply for vacation time or leave of absence without pay to participate with her partner or child in such rehabilitative program.

36.12 Legal Costs

The employer agrees to maintain liability insurance to cover the acts and omissions of employees performing their duties.

36.13 "Double Staffing"

When, in the opinion of the staff on duty that an additional worker is required, the staff on duty shall inform the Executive Director of such need. In the event that the Executive Director is not available, the staff on duty may call in an additional employee.

36.14 Vaccinations

The employer shall encourage employees to obtain Hepatitis B vaccinations. Upon request of an employee, the employer agrees to advance the costs of the vaccine and the employee shall reimburse the employer once payment is received from their respective health care plan. If the employee does not have coverage under a health care plan, the employer shall pay the costs of the vaccine.

36.15 Workplace Violence Prevention Plan

The Employer must establish and implement a Workplace Violence Prevention Plan for each 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)(l)).

ARTICLE 37 - LEAVES OF ABSENCE

37.01 Grievance and Arbitration Leave

An aggrieved employee and her local representative shall not suffer any loss of pay or benefits for time involved in the processing of a grievance.

An aggrieved employee, her union representative and her witnesses shall not suffer any loss of pay or benefits for time involved in arbitration procedures.

37.02 Public Affairs Leave

The employer recognizes the right of an employee to participate in public affairs. Upon written notification, the employer shall grant leave of absence without pay to:

- (a) an employee who is elected in a Federal, Provincial, Municipal or School Board election;
- (b) an employee who is elected to public office for one (1) term of up to two (2) years;
- (c) an employee who is elected or appointed to a full time position with the Union or anybody with which the Union is affiliated.

37.03 Bereavement Leave

- (a) For the purpose of Article 37.03, immediate family is defined as the employee's father, mother (or alternatively stepfather, stepmother, former guardian or foster parent), brother, sister, (including step brother or step sister), partner, fiancé, child, (including child of partner), foster child or ward of the employee, grandparent, grandchild, partner's father or mother, relative with whom the employee permanently resides and any other person permanently residing with the employee at the time of death or imminent death.
- (b) The employer agrees to seriously consider requests for bereavement leave where cultural traditions create important family relationships not described in Article 37.03 (a). Such requests shall not be unreasonably denied.
- (c) On the death or imminent death of a member of an employee's immediate family, the employee shall be entitled to leave with pay for seven (7) consecutive calendar days not to exceed 39 hours of pay.
- (d) It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. Upon request, the employer may, after considering the particular circumstances involved, grant leave with or without pay for a period greater than that provided for above.
- (e) An employee is entitled to leave with pay for up to one (1) day in the event of the death or imminent death of the employee's child's partner, employee's step child's partner, brother-in-law or sister-in-law and partner's brother or sister.
- (f) An employee entitled to bereavement leave under 37.03 (c), (d) or (e) may take additional bereavement leave without pay for up to two (2) days for the purpose of travel in connection with the death. At the discretion of the employer, more time may be granted with or without pay.
- (g) If, during a period of accumulated time off or vacation leave, an employee is bereaved in circumstances under which she would have been eligible for bereavement leave with pay under 37.03 (c), (d) or (e), the employee shall be granted the applicable bereavement leave and her accumulated time or vacation leave credits shall be restored to the extent of any bereavement leave with pay granted.

37.04 Pregnancy, Parental and Adoption Leave

The employer will grant maternity and or parental leave to eligible employees in accordance with the leave provisions of the Labour Standards Code R.S.NS 1989, chp. 59 and the Employment Insurance Act, SC 1996, c. 23 and as amended.

- (a) The maximum pregnancy leave an employee can take is seventeen (17) weeks . The maximum parental leave an employee can take is fifty-two (52) weeks. This can be taken if the employee has not also taken pregnancy leave. If the employee has also taken pregnancy leave, the employee can take a maximum of only thirty-five (35) weeks of parental leave for a combined total of fifty-two (52) weeks.

Employees who take pregnancy and/or parental leave may qualify for up to fifteen (15) weeks of maternity benefits and/or up to thirty-five (35) weeks of parental leave benefits under the federal government's Employment Insurance program.

- (b) The employer may require the employee to submit a medical certificate setting out the expected date of delivery.
- (c) An employee shall inform the employer in writing of her plans for taking pregnancy leave at least two (2) weeks in advance of the anticipated date of commencement of her pregnancy leave, unless there is a valid reason why such notice cannot be given.
- (d) An employee who becomes a parent through the birth of a child or children, through the birth of a partner's child, or through the placement of a child or children in the care of the employee or partner for the purpose of adoption pursuant to the law of the Province, is entitled to parental leave without pay for a period of thirty-seven (37) weeks upon giving at least four (4) weeks notice in writing (unless there is valid reason why such notice cannot be given) to the employer of the date that she will begin the leave and the date that she plans to return to work.
- (e) An employee who has not commenced pregnancy leave may elect to use earned vacation and accumulated time up to and beyond the date that her pregnancy terminates.
- (f) An employee who has not commenced pregnancy leave may also use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 34. For purposes of this clause, illness or injury as defined in Article 34 shall include medical disability related

to pregnancy. The employee shall provide a medical certificate.

- (g) Where an employee has begun pregnancy or parental leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to work and defer the unused portion of the pregnancy or parental leave until the child is discharged from the hospital. The employee shall give the Employer written notice of her plans, as much in advance as reasonably possible.
- (h) During any period of pregnancy or parental leave, an employee is entitled to maintain participation in any benefit plan in which she participated prior to the commencement of the leave, provided the employee continues to pay her share of the cost of the plans, in which case, the Employer shall continue to pay the employer's share of the cost of the plans.
- (i) During any period of pregnancy or parental leave, the employee shall continue to accumulate seniority and service, however, benefits tied to service such as sick leave and vacation leave credits, shall not accumulate during the period of the leave.
- (j) The employee who takes pregnancy or parental leave shall be informed by the employer in writing of every employment, promotion or training opportunity for which the employee is qualified, which arises during the leaves.
- (k) When an employee returns to work upon the expiry of pregnancy or parental leave, she shall resume work in the position she held immediately before the leave began. However, where that position is not available as a result of the abolition of her position while she was on leave(s) pursuant to 37.04(a) or (d), the provisions of Article 24 shall be applied. Where an employee becomes eligible for a pay increment or an increase in pay during the leave period, on her return to work, her rate of pay shall be adjusted accordingly.
- (l) An employee is entitled to a period of extended leave without pay of up to one (1) year. On written request of the employee at least four (4) weeks in advance of the termination of her leave(s) under Article 37.04 (a) or (d), the employer shall grant the period of extended leave as requested by the employee. During a period of such leave, the employee is entitled to maintain her benefit plans, provided the employee agrees to pay both the employer's and her share of the cost of the benefit plan. When an employee returns to work upon the expiry of extended parental leave, she shall resume work in the position she held immediately before the leave began with no loss of seniority or benefits accrued prior to the commencement of the leave.

However, where that position is not available as a result of the abolition of her position while she was on leave pursuant to 37.04(a), (d) or (l), the provisions of Article 24 shall be applied. Neither seniority nor service shall accumulate during the period of extended parental leave.

37.05 Jury and Witness Leave

- (a) The employer shall grant leave with pay to an employee who serves as a juror, provided that the employee remits to the employer any payment received for jury service or as a witness, excluding amounts received on account of travelling, meals or other expenses and the employee presents proof of service and the amount received.
- (b) Time spent by an employee required to serve as a court witness in any matter arising out of her employment shall be considered as time worked at the employee's regular rate of pay. If the employee is scheduled to work the night shift prior to the required court appearance, she shall not be required to work after midnight, but shall receive her regular pay for the whole shift.

37.06 Family Related Leave with Pay

- (a) For the purpose of Article 37.06, family is defined as partner, dependent children (including partner's children or foster children or adult children), parents (including step-parents or foster parents) and grandparents. Family also includes any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) Where an employee is required to care for a sick family member, the employee shall be entitled to up to thirty-six (36) hours paid leave per fiscal year.
- (c) For the purpose of 37.06(b), a sick family member includes one who is ill or injured, or who must travel for medical purposes or attend an appointment for medical reasons.
- (d) The employer shall grant leave with pay under this clause of up to four (4) hours to enable an employee to accompany a family member to a medical or dental appointment or for an appointment with school authorities or adoption agencies if the employee is unable to schedule such appointments outside her regular working hours.

The total leave with pay to which a full time employee is entitled under Article 37.06 is thirty-six (36) hours in any fiscal year.

An employee who has used up her leave under Article 37.06 may, if she requires further leave, use any of her own sick leave before taking leave without pay.

The employer may, at its discretion, grant an employee more leave without pay for this purpose.

37.07 Special Leave

Employees shall be allowed special leave with pay as follows:

- (a) one (1) day in the event of a serious fire, flood or like disaster in an employee's home or other serious household or domestic emergency;
- (b) one (1) day for circumstances relating to divorce;
- (c) time required to write examinations to upgrade the employee's employment qualifications pertinent to the employer's business.

On request of the employee, the employer may grant more time than that specified.

37.08 Education Leave

- (a) On request of the employee, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed or extended by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable her to fill her present role more adequately, or to undertake studies in a field related to a service which the employer provides or is planning to provide. The approval of such leave shall not be unreasonably withheld.
- (b) An employee who is enrolled in one or more courses related to the existing or future work of the employer on a part-time basis shall be entitled to up to three (3) days of paid leave per year for completing assignments or for study purposes. At its discretion, the employer may grant additional leave with pay.
- (c) An employee who is enrolled in one or more courses related to the existing or future work of the employer on a part-time basis shall be entitled to additional leave without pay upon request. The approval of such leave shall not be unreasonably withheld.
- (d) When an employee is granted educational leave without pay, at the request of the employee, the employer shall continue the employee's benefit plans

provided that the employee continues to pay her share of the cost of the plans.

- (e) While on educational leave without pay, the employee shall maintain the seniority accumulated prior to the leave but, shall not accrue any seniority during the period of leave.
- (f) On return from educational leave, the employee shall be placed in the position she held immediately prior to the leave period or, where that position is not available, in an equivalent position with an equivalent wage.

37.09 Leave for disease or condition harmful for pregnancy

In the event of a known or suspected case of German measles or any other disease or condition which is known to be dangerous to an unborn child, at the work place, a pregnant employee or an employee who resides with a pregnant relative or partner, shall be granted an immediate leave of absence with full pay and benefits, including seniority. This leave shall continue until a qualified medical physician certifies that all danger from the disease or condition ceases to exist.

37.10 General Leave

On written request of an employee and subject to the approval of the employer, an employee may be granted up to one (1) years' leave without pay. During the period of leave, seniority shall not accrue, but the employee shall retain all seniority accrued prior to the commencement of the leave.

- 37.11 If an employee elects to continue her benefits during a period of general leave without pay, the employer shall continue the employee's benefit plans, provided that the employee pays the total cost of such benefits as they come due. On return from special leave without pay, the employee shall be placed in her former position; if the former position no longer exists, she shall be placed in an equivalent position with an equivalent wage if one is available. If one is not available, she shall be placed on lay-off and recalled in accordance with the provisions of Article 24 (Layoffs and Recalls).

37.12 Leave Without Pay

An employee may request leave without pay. Such leave shall be for an entire shift. The employer shall make every effort to accommodate requests for leave without pay. Accumulated time shall be used in full prior to the approval of leave without pay. This leave shall be restricted to a maximum of seventy-two (72) hours per year

without disruption to seniority, or service related benefits.

37.13 For Storm or Hazardous Conditions

It is the responsibility of the employee to make every reasonable effort to arrive at work as scheduled; however, during storm conditions when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the employee has the option to:

- (a) Take absent time as unpaid; or
- (b) Deduct the absent time from accumulated overtime, holiday time or vacation; or,
- (c) When the employee has no entitlement to accumulated paid leave, the employee may, with the approval of the employer, make up the absent time as the scheduling allows.

ARTICLE 38 - TECHNOLOGICAL CHANGE

38.01 Definition

Technological change means the introduction or use of equipment or material of different nature or kind than that previously used in the employer's operations and a change in the manner in which the employer carries on its operations that is directly related to the introduction or use of that equipment or material where such change or changes may affect the terms and conditions or security of employment of members of the bargaining unit.

38.02 The employer shall serve written notice to the local and the employee(s) who may be expected to be affected by the change, at least ninety (90) days prior to the planned introduction or implementation of the technological change.

38.03 Such notice shall include the nature of the introduction, and who is likely to be affected by that technological change.

38.04 No employee shall be dismissed, laid-off, suffer reduction in pay, or be denied reasonable time to acquire the skills required as a result of technological change.

38.05 The employer shall seek ways and means of minimizing adverse effects on employees resulting from the introduction of technological change.

38.06 Within fifteen (15) days of the issuance of the notice of introduction of technological change, the employer and the affected employees, including a representative of the local, shall hold constructive and meaningful consultation in an effort to reach

agreement on solutions to minimize the adverse effects on employees resulting from the change.

- 38.07 The employer shall provide any training necessary for the implementation of the technological change. Expenses involved in such training shall be paid by the employer. The employee shall not suffer loss in salary or benefits during the training period.

ARTICLE 39 - PAYMENT OF WAGES AND ALLOWANCES

- 39.01 The employer shall pay salaries bi-weekly by way of direct deposit, in accordance with Schedule "A" of this Collective Agreement. On each pay day, each employee shall be provided with an itemized statement of her salary, overtime and other supplementary pay and deductions. Pay day shall be every second Thursday.
- 39.02 The employer shall pay a travel allowance of forty-two cents (\$0.42) per kilometre or such greater amount authorized by the Department of Community Services for all employees who use their own vehicles to perform work of the employer. In addition, the employer shall pay all parking costs incurred by the employee as a result of the requirement that the employee use her vehicle. The employer shall not pay the cost of traffic or parking violations.
- 39.03 An employee who attends a meeting, conference, workshop or works outside the Bridgewater area, which has been approved by the Employer, shall be reimbursed for meals upon submission of receipts as follows:
- (a) up to \$10.00 for breakfast when the employee is required to remain outside the Bridgewater area overnight;
 - (b) up to \$15.00 for lunch;
 - (c) up to \$25.00 for dinner
- 39.04 An employee who attends a meeting, conference, workshop, or workshop outside the Bridgewater area, and has been approved by the employer, and stays in private accommodations, shall be paid a private accommodation allowance of forty (\$40.00) per night.
- 39.05 The employer agrees to reimburse any approved employee the additional cost of auto insurance to business class coverage for the transportation of clients or others for work related activities approved by the employer.

39.06 Employees are entitled to be paid at the rates of pay specified in Schedule "A".

ARTICLE 40 - JOB CLASSIFICATION AND RECLASSIFICATION

40.01 Job classifications have been determined by the Department of Community Services and the Nova Scotia Civil Service Commission. The duties of specific positions shall not be altered except by mutual agreement of the parties. Such agreement shall not be unreasonably withheld.

40.02 (a) Requests to the province for reclassification of any positions within the bargaining unit shall be the joint initiative of the local and the employer. Where the parties agree a position is under-classified, a proactive effort shall be made to upgrade the classification status and secure funding commensurate with the value of the position.

(b) It is the responsibility of an employee who has upgraded her qualifications to revise her professional resume and submit it to the Executive Director who shall submit the revised resume to the appropriate government department for evaluation.

(c) It is understood by the employer and the Union that issues of job classification of Transition House workers should be addressed within the Transition House Association of Nova Scotia.

ARTICLE 41 - EMPLOYEE BENEFIT PLANS

41.01 An employee who elects to join the Registered Retirement Savings Plan shall contribute a minimum of (\$38.46) bi-weekly and the employer shall contribute (\$15.38) biweekly to the employee's RRSP account.

ARTICLE 42 - JOINT CONSULTATION

42.01 The parties to this collective agreement acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into joint consultation on matters of common interest.

42.02 The employer agrees that new policies shall not be introduced and existing regulations or directives shall not be cancelled or amended, where such policies, regulations or directives affect conditions of employment or working conditions not governed by this agreement without the consultation with the union local.

- 42.03 Where there is mutual agreement, the parties may establish a joint consultation committee or meeting for any purpose. In addition, there shall be a standing Joint Consultation Committee with equal representation of the union local and the employer, consisting of two (2) representatives of the union local and two (2) representatives of the employer.
- 42.04 The Joint Consultation Committee may discuss issues arising in the workplace. The committee shall not negotiate, renegotiate, amend or alter any terms of this collective agreement. An agenda for each meeting shall be jointly developed.
- 42.05 The Joint Consultation Committee shall meet at least once every four (4) months. Additional meetings may be called at the request of either party as required. No member of the union shall suffer loss of pay or benefits while engaged on joint consultation business; however, no overtime pay shall be payable to employees as a result of their participation in such business.
- 42.06 The Joint Consultation Committee shall be chaired by a union local representative or employer representative on a rotating basis.
- 42.07 Minutes shall be kept of all Joint Consultation Committee meetings by a mutually acceptable secretary chosen from the members of the committee. Minutes shall be circulated to members of the Joint Consultation Committee at least one week prior to the next regularly scheduled Joint Consultation Committee meeting.

ARTICLE 43 - COPIES OF AGREEMENT

- 43.01 The employer agrees to provide sufficient copies of the agreement for all employees within thirty (30) days of signing. The employer shall also provide every new employee with a copy of the Collective Agreement.
- 43.02 The employer agrees to provide each employee with a copy of any amendments signed pursuant to Article 44.
- 43.03 If a Memorandum of Agreement or Letter of Understanding is signed by the parties modifying or interpreting this Agreement, the Employer shall provide a copy to each employee.

ARTICLE 44 - TERM OF THE AGREEMENT AND NOTICE TO BARGAIN

- 44.01 For the purpose of this Article, "parties" refers to the Union and Employer.

44.02 This Agreement shall be binding and remain in effect from date of signing by both parties, to September 30, 2019 and shall continue from year to year thereafter unless either party gives notice in writing to the other party within the ninety (90) days immediately prior to the expiration of the Agreement, that it wishes to terminate or amend the Agreement. Within thirty (30) days of issuance of such notice, arrangements shall be made by the parties to meet for negotiations. Negotiation meetings shall be held at a time and place fixed by mutual agreement.

44.03 Where notice pursuant to Article 44.02 is given, the following conditions shall apply:

- (a) The provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lock-out occurs.
- (b) If negotiations extend beyond the date of termination of the Agreement, any revision in terms mutually agreed to shall apply retroactively unless otherwise specified.

44.04 At the request of either party, the collective agreement may be reopened at any time during the life of the Agreement with mutual consent of the Association and the Alliance.

44.05 This Agreement may be amended by mutual consent of the parties.

ARTICLE 45 - ILLEGAL STRIKES AND LOCK-OUTS

45.01 The Employer and the Union agree that there shall be no strikes or lock-outs during the life of the Agreement.

SCHEDULE "A"**RATES OF PAY**

Current Pay Scale Effective Date of Signing

	ALL STAFF
START	18.60
1 st Year	19.57
2 nd Year	20.64
3 rd Year	21.72
4 th Year	22.93
5 th Year	24.06

- Each member will receive a 2% increase at the signing of this agreement
- Year means Year of Service
- A full time or part time employee who is employed with the Employer on the signing date of this agreement and whose rate of pay exceeds the applicable rate above, shall not suffer a reduction in her pay rate resulting from the implementation of the Schedule A rates of pay
- The Schedule A rates shall be adjusted each subsequent April 1st in accordance with rates of pay approved and received from the Department of Community Services/Status of Women.

SCHEDULE "B"

WORKPLACE HARASSMENT POLICY:

SOUTH SHORE TRANSITION HOUSE ASSOCIATION (Harbour House)

PREAMBLE

South Shore Transition House Association believes in the right of all women and their children to live free from violence. This philosophy is in keeping with the objectives that guide Harbour House.

Harassment has no place within Harbour House. It is unethical, unprofessional and a threat to the integrity of the individual(s) and to Harbour House. All harassment matters will be dealt with because harassment erodes the atmosphere of trust. This is essential to our organization whose primary goal is dedicated to the care of abused women and their children.

The harassment policy applies to persons employed by Harbour House, members of the Board of Directors and committees, volunteers, students and service users of Harbour House.

POLICY STATEMENT

Harbour House is committed to providing a work environment free from harassment. Harbour House, as an Employer, will neither tolerate nor condone actions or behaviours, regardless of intent, that are likely to undermine the dignity, self-esteem or security of an individual or group, or create an intimidating, threatening, hostile or offensive environment. The "Awork environment" includes, but is not limited to, the workplace, field work, meetings of the Board of Directors and committees, support groups and public education events. It also includes incidents that happen away from work, such as unwelcome phone calls or visits to a person's home by a person connected in some way to Harbour House.

DEFINITION

Harassment is an expression of power by the harasser(s) over another person or group. Harassment consists of conduct which is offensive, undermines a person's self-respect or interferes with her ability to do her job. It is unwanted and unwelcome; harassment will be considered to have taken place if a reasonable person ought to have known that such conduct was unwelcome. It may be verbal, physical or psychological. It may be deliberate or unintentional. It may be one incident or a series of incidents.

Harassment may be related to one of the prohibited grounds of discrimination named in Article 14 of the collective agreement between South Shore Transition House Association

and the Public Service Alliance of Canada. Harassment may be related to other grounds such as personal characteristics or circumstances.

Sexual harassment is a form of harassment that consists of conduct of a sexual nature. Harassment also includes abuse of authority which occurs when an individual uses the power of her position to undermine, intimidate, threaten or coerce an individual or attempts to influence her career negatively.

People can be impacted by harassment both directly and indirectly. Indirect victims are adversely affected by the harassment when they are witnesses to the harassment and/or must continue to operate in a tense, poisoned environment.

While the following is not an exhaustive list, harassment may include:

- written or verbal threats or abuse;
- intimidation;
- racial or ethnic slurs;
- unwelcome sexual remarks, invitations or requests, whether indirect or explicit;
- unwelcome remarks, jokes, innuendoes, taunts, suggestions about a person's body, attire, age, race, creed, religion, etc.;
- comments or displays that demean or belittle, or cause personal humiliation or embarrassment;
- displays of pornographic, sexist, racist, homophobic or other offensive or derogatory material (e.g. graffiti, pictures);
- practical jokes which result in awkwardness, embarrassment or insult;
- leering (suggestive staring) or other offensive gestures;
- unnecessary physical contact such as touching, patting, pinching or punching; unnecessary physical closeness;
- vandalism of personal property;
- patronizing or condescending behaviour;
- over-protection of someone because of a perceived need (e.g. disability, pregnancy)
- physical or sexual harassment

For conduct to be considered harassment, it must be reasonably perceived as a term or condition of employment (including availability or continuation of work, promotional or training opportunities) or the provision of goods, services, facilities or accommodation customarily available to the general public (or influence decisions on such matters); or interfere with job performance or accommodation; or humiliate, insult or intimidate any individual.

RESPONSIBILITY

South Shore Transition House Association, as an Employer, is responsible for providing a harassment-free environment and is obligated to protect persons employed by the Association from harassment. To this end, strategies designed to create a harassment-free environment will be implemented. In addition, appropriate action will be taken when the Employer becomes aware of a harassment (or potential harassment) situation.

COMPLAINT PROCEDURES

It is recognized that there is a continuum of incidents of harassment. Examples of harassment incidents can range from insensitive remarks to assault. Therefore, it is the intent of this policy to establish processes that allow for the effective and responsible resolution of harassment complaints considering the nature of the incident and the parties involved.

A. Informal Procedure

Where appropriate, the parties are encouraged to seek an informal resolution to the complaint whenever possible. A person employed by the Association, student, volunteer, or service user of Harbour House who believes that she has a complaint of harassment (complainant) is encouraged to make her disapproval or unease known and make a direct request of the alleged harasser (respondent) that the complained of behaviour or actions cease.

If the request is unsuccessful in achieving a satisfactory outcome, or if it is considered inappropriate, or if the complainant feels vulnerable or too uncomfortable to make such a request, the complainant may seek the confidential advice of the Executive Director. If it is inappropriate to speak with the Director, the complainant should seek the advice of the designated Board member.

Where appropriate, the Director or designated Board member may become involved in seeking an informal resolution to the complaint.

B. Mediated Settlement

If both the complainant and the respondent agree to participate, a complaint may be settled by mediation. The mediator shall be agreed upon by the parties to the complaint. The task of the mediator shall be to assist the parties to discuss the issues, explore options to resolve the issues, involve appropriate parties who may have a role to perform in helping to bring closure to the issues, prepare a memorandum of settlement that outlines the actions agreed to by all parties. All parties who have a role to perform in bringing closure shall sign the memorandum of settlement. The memorandum of settlement shall be a confidential document. Costs of mediation will be the responsibility of the Employer.

C. Formal Procedure

Complainants have the right to:

- file a complaint and obtain a review of their complaint without fear of embarrassment or reprisals;
- to be accompanied by a person of their choice during the interviews related to their complaint;
- to be informed throughout the process.

Generally, complaints should be filed by the person directly impacted by the alleged harassment. However, complaints can also be made by a person or a group of people who have been subjected to the same treatment, by co-workers who witnessed the incident(s), or by a third party complaining on behalf of the person directly impacted, provided the complainants have the full consent of the of that person(s).

The formal complaint process is as follows:

1. The complainant must provide the Executive Director (or the Board Designate if it is considered inappropriate by the complainant to contact the Director), with a written complaint giving details of the alleged harassment. Included in this should be the dates, times, places, names of the individuals involved in the incident(s), names of any witnesses and any other relevant information.
2. The complaint must be filed within 10 days of the cause of the complaint or within ten (10) days of when it is determined the informal procedure has been unsuccessful in achieving an outcome satisfactory to the complainant.
3. An investigation shall begin within 10 days of receipt of the complaint. It shall be conducted by a member of the Association. The union and the Employer shall agree on a list of members of the Association who are willing to be called upon for this purpose and have the necessary training or experience. The Director, or Board Designate, has the responsibility of contacting the investigator and providing the investigator with the written complaint and any relevant documentation.

The investigator shall:

- inform the respondent(s) that a complaint has been filed;
- provide the respondent(s) with a written statement of the allegations and a reasonable opportunity to respond;
- inform the parties of their rights and responsibilities;
- interview the parties concerned, and witnesses where appropriate;
- collect evidence;
- prepare a report containing findings and recommendations.

4. Every effort shall be made to keep the substance of the investigation confidential.
5. The respondent(s) has the right to be accompanied by a person of their choice during the interview(s) related to the complaint.
6. If the complaint involves a service user, and if deemed appropriate, the service user may be referred for service elsewhere. If shelter is required, and only when deemed appropriate, the Association shall bear the cost. In exceptional cases, the Association has the responsibility to choose another service or location for the service user.
7. Upon completion of the investigation, a copy of the investigator's report shall be forwarded to the parties by the Director (or Board Designate), along with the Employer's decision, in writing, on the appropriate resolution or action to be taken.
8. Failing a satisfactory resolution at this stage, if the complainant is a member of the bargaining unit, the Employee, group of Employees or the union may lodge a grievance at Step 2 of the grievance procedure in accordance with Article 20 of the collective agreement. If the complainant is a non-bargaining unit person employed by the Association, a volunteer, student or service user, and the complaint has not been resolved to her satisfaction, the complaint may be referred to the Chair of the Board of Directors within five (5) days of receiving the Employer's written decision.
9. The Chair of the Board of Directors, or her designate, within ten (10) days of receiving the referred complaint or grievance, shall schedule a hearing. Every effort shall be made to keep the substance of the proceedings confidential. The complaint shall be presented by the complainant or her representative to a panel of three individuals: one named by the Board, one named by the complainant and one chosen by mutual agreement. In the case of a grievance the grievance process will be followed as outlined in the collective agreement. Within ten (10) days of the hearing, the panel shall issue their findings and recommendations to the parties in writing. Should the recommendations result in costs, this will form part of the panel's recommendations.
10. Within five (5) days, the Chair of the Board of Directors, or her designate, shall inform the parties in writing of the Employer's decision on the appropriate resolution or action to be taken.
11. Failing satisfactory resolution at this stage, a grievance may be referred to arbitration in accordance with Article 19 of the collective agreement.

D. The time frames set out in this procedure may be extended by the mutual consent of the Employer and the complainant (or in the case of a grievor, the union).

E. The time limits for filing or referring a complaint or grievance stipulated in B2 and B8 shall be waived if the reasons for the delay are beyond the control of the complainant or grievor. In other situations, the time limits may be waived upon due consideration of the complainant=s rights to have her complaint dealt with, the respondent(s) rights to due process without unnecessary delays, and the Employer=s responsibility to provide a harassment-free environment.

F. Where the alleged harassment relates to a prohibited ground of discrimination proscribed by the Nova Scotia Human Rights Code, a complainant has the right to contact the Nova Scotia Human Rights Commission to file a formal complaint of discrimination.

G. All records created as a result of a complaint shall be kept confidential. They shall be stored in a locked cabinet.

H. It is the intent of the parties that persons who believe they have a complaint of harassment be encouraged to come forward. However, nothing in this policy should be construed as encouraging or supporting an unjust complaint. A complaint is unjust when it contains a false charge of harassment that is made with malicious intent or is trivial, frivolous, vexatious or made in bad faith. The Employer will take appropriate action if it is determined an unjust complaint has been filed.

POLICY AMENDMENTS

At the request of the Employer or the union, the parties shall meet to discuss proposed amendments to the Workplace Harassment Policy. Any agreed to amendments shall take effect when ratified by the principals of both parties.

In accordance with Article 15 of the collective agreement, the Workplace Harassment Policy forms part of the collective agreement.

Agreed to by the parties on May 11, 1998, updated March 2002.

SCHEDULE "C"

**MEMORANDUM OF AGREEMENT
Consultation and Partnership on Financial Matters**

The financial health of Harbour House is of interest to both the Employer and Employees. The parties agree that the relationship established throughout this Agreement is one of joint consultation and partnership which extends to financial matters.

Therefore, our shared philosophy incorporates the following practices:

Budget Development Process

In preparation of the annual budget, the Employer may facilitate a discussion with Employees regarding financial priorities and strategies.

Sharing Financial Information

The Employer will provide relevant financial information to Employee representatives on the Board.

Consultation with Government

The local may be invited to name a representative to participate in consultation or other meetings with the Department of Community Services or other provincial and municipal departments regarding the financial health of Harbour House, where the local and the Board consider such participation desirable

Property Committee

The committee shall include one staff representative. This committee plans and recommends expenditures for repairs, purchases and orders

Date _____

Union _____ Employer _____

SCHEDULE "D"**MEMORANDUM OF AGREEMENT
Regarding Rotational Shifts**

Currently there are four part-time employee working in the bargaining unit. These part-time employees are scheduled to work one guaranteed 12-hour shift as a Saturday overnight per four-week period. All additional shifts beyond the regularly scheduled shift are compensated as per Schedule "A" of this collective agreement.

The parties agree that article 26.05 through to 26.09 remain in force and effect except as modified by agreement or through the letter of understanding for the period of time it is in force and effect. Job share employees are not subject to this letter of understanding.

The call formula will distribute additional shifts for qualified employees as follows:

Saturday Shift week 1, priority call in for all available shifts from 9:00 am Monday to Monday at 9 am commencing week 3 and second on call week #1
Saturday Shift week 2, priority call in for all available shifts from 9:00 am Monday to Sunday at 9 pm commencing week 4, and second on call week #2
Saturday Shift week 3, priority call in for all available shifts from 9:00 am Monday to Sunday at 9 pm commencing week 1, and second on call week #3
Saturday Shift week 4, priority call in for all available shifts from 9:00 am Monday to Sunday at 9 pm commencing week 2, and second on call week #4

In the event a part-time employee does not pick up a shift on the designated additional shift week, it will be assigned on the basis of seniority to other part-time staff first, and then job share employees, then casuals before being offered to other bargaining unit employees.

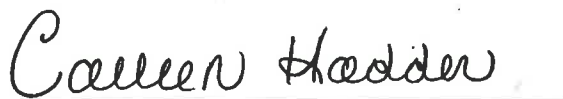
SIGNING PAGE

South Shore Transition House Association and the Public Service Alliance of Canada hereby agree that the attached document shall form the collective agreement between the parties.

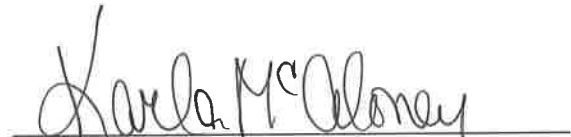
For: South Shore Transition House Association

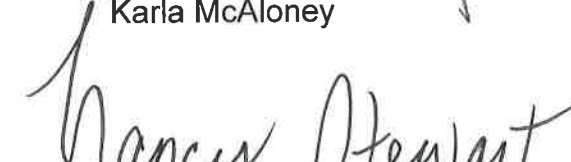
For: Public Service Alliance of Canada

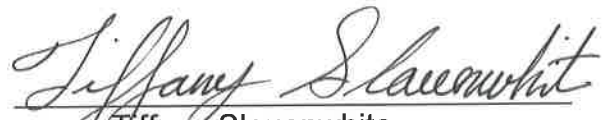

Jennifer Gagnon
Executive Director



Colleen Hodder, AREVP Atlantic


Siobhan Doyle
Board Chairperson


Karla McAloney


Nancy Stewart


Tiffany Slauenwhite


Janice Grant, Regional Representative

Dated this 16 day of December, 2016 _____

