

AGREEMENT

BETWEEN

HALIFAX TRANSITION HOUSE ASSOCIATION

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

Expiring March 31, 2027

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NOTE: For ease of reference an asterisk (*) has been placed beside each article which has been amended or added to this collective agreement in the most recent round of collective bargaining. This does not apply where only the numbering of articles has been altered (for example, when a new article has been added) and such numbering changes have not been identified by an asterisk.

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PREAMBLE TO AGREEMENT

Both parties to this Agreement share the following objectives:

1. To maintain a high standard of service for abused women identified and gender diverse individuals and their dependent children;
2. To promote the social, economic, legal and political conditions necessary to alleviate and eliminate the subjugation of women identified and gender diverse individuals and violence against them;
3. To improve the economic conditions of women identified and gender diverse individuals as workers and in their retirement years;
4. To transform traditional hierarchical decision-making structures of power and control into participatory and democratic work places;
5. To encourage and promote co-operation and mutual support between transition house workers, the employer and women identified and gender diverse individuals as consumers and supporters of the movement to end violence against women identified and gender diverse individuals.

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The parties to this Agreement wish to establish, within the framework provided by law, an effective working relationship based upon the principles of mutual respect and co-operation.
- 1.02 The purpose of this Agreement is to:
 - (1) establish the terms and conditions of employment;
 - (2) promote amicable settlements of all complaints and grievances which may arise in a prompt and equitable manner;
 - (3) promote joint discussions and, where possible, joint decision making in all matters relating to working conditions;
 - (4) promote the job satisfaction and security of all employees in the bargaining unit;
 - (5) recognize the value of joint discussion in all matters relating to service delivery to Bryony House consumers.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- a) "Agreement" refers to the collective agreement between Halifax 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 described in Article 4 (Recognition);
- d) "Cash" refers to monetary compensation which shall be paid by direct deposit. Cheques may be issued at the discretion of the Employer.
- e) A "Casual Worker" is one who is called in on an infrequent and occasional basis to cover staff absences of women's counsellors and child care counsellors when no employees are available. A Casual Worker is not a member of the bargaining unit, and is therefore not covered by the Collective Agreement;
- f) "Continuous Employment" means uninterrupted employment with the employer; a break in service of ninety (90) consecutive days or less shall not constitute an interruption in continuous employment;
- g) "Day of Rest" in relation to an employee, with the exception of a relief employee, means a day other than a holiday on which that employee is not ordinarily scheduled to perform the duties of their position;
- h) An "Emergency Child Care Counsellor Shift" is one which starts within six (6) hours of the time leave is requested.
- i) An "Emergency Women's Counsellor Shift" is one which starts within twenty-four hours of the time coverage is requested.
- j) "Employee" means a person who is a member of the bargaining unit specified in Article 4 (Recognition);
 - i) A "Full-Time Employee" is a permanent employee who regularly works full-time hours.
 - ii) A "Part-Time Employee" is a permanent employee who regularly works less than the full-time hours specified in Article 29 (Hours of

Work). A part-time employee is entitled to the terms of this collective agreement as specified.

- iii) A "Job Share Employee" is a permanent employee who shares a permanent full time position with another employee.
- iv) A "Term Employee" is one who replaces a full or part-time employee for a specified period. The specified period of any term employee shall not exceed twenty-four (24) months, unless there is agreement between the employee, the employer and the local.

A term employee is entitled to all benefits provided for in this collective agreement that are associated with the term position. Upon completion of a term position, the Term Employee returns to their permanent position if one exists.

- v) A "Relief Employee" is a permanent part-time employee who is available on a continual basis throughout the year and is called in as required and works on an hourly basis. Relief employees are entitled to the terms of this collective agreement as specified.
- vi) A "Grant Employee" is one who is hired for more than three months and who is normally or primarily funded by a source other than the employer for a specific period for a specific purpose or program and shall be entitled to benefits mutually agreed to between the employer, union and where applicable, the funding source prior to securing funds and hiring. The utilisation of grant employees shall be limited to work of a short-term nature, and unless otherwise agreed to by the parties, work of a nonrecurring nature.

In accordance with Article 43.13, an employee who occupies another position for a specified period remains a member of the bargaining unit and is entitled to all benefits provided for in this collective agreement.

- k)
 - i) "Employer" means the Halifax Transition House Association;
 - ii) "Board of Directors" means the Board of the Halifax Transition House Association;
 - iii) "Executive Director" is the person managing Bryony House on behalf of the employer; the Executive Director is not a member of the bargaining unit; the Executive Director may act as a designate of the Board;

- l) "Local", otherwise known as PSAC 80022, consists of the members of the bargaining unit as represented by those named in accordance with the provisions of Article 9.01;
- m) "Medically Certified Sick Leave" is sick leave that has been authorized, in writing, by a health care professional licensed by the province of Nova Scotia. A certificate from an alternative health care professional may be accepted by the Employer at its discretion.
- n) "Partner" means a person of either gender, with whom an employee lives as a couple;
- o) "Time in Lieu" means leave with pay in lieu of cash payment for compensation at the overtime or straight time rate where specified in this Agreement. The duration of such leave shall be equal to the time worked multiplied by the applicable overtime rate (or straight time rate where specified). The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay in effect on the day immediately prior to the day on which leave is taken;
- p) "Union" means the Public Service Alliance of Canada and the local to which the members of this bargaining unit belong;

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 The union recognizes and agrees the employer has and shall retain the exclusive right to manage its operations and direct the workforce in all respects to the extent that its rights are limited by the express provisions of this Agreement.
- 3.02 The responsibilities set forth in this section shall be exercised in conformity with other provisions of this Agreement and in a fair and reasonable manner.

ARTICLE 4

RECOGNITION

- 4.01 The employer recognizes the Alliance as the exclusive bargaining agent for the bargaining unit described in the certification order issued by the Labour Relations Board as LRB No. 3393, dated January 29, 1988, amended by LRB No. 4084 dated April 30, 1993.

- 4.02 No Bargaining Unit employee shall be required or permitted to make a written or verbal agreement with the employer that conflicts with the terms of this Agreement.

ARTICLE 5

WORK OF THE BARGAINING UNIT*

- 5.01* Persons not covered by the terms of this Agreement shall not perform duties normally assigned to those employees who are covered by this Agreement, with the following exceptions:

- a) The employer does not expect or intend for the **Management Team** to do work which is normally carried out by members of the bargaining unit. However, occasions will arise (such as on the job training or coverage in emergency situations when employees are not readily available), that in the employer's judgement the **Management Team** must perform work normally carried out by members of the bargaining unit. These occasions should be deemed as exceptions rather than the norm.
- 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.

The parties also recognize the benefit of volunteers, particularly, the involvement of **women identified and gender diverse individuals** among whom will be former users of the service, in supporting **other women identified and gender diverse individuals** in crisis. The parties agree to pursue a mutually agreed upon volunteer policy. A volunteer programme will be developed as resources permit.

- c) When no bargaining unit employees are available to work, Casual workers may be called in on an infrequent or occasional basis to work as Women's or Child Care Counsellors. A list of qualified Casual workers shall be maintained. These workers shall not necessarily be called in any order of rotation. The parties agree to consult from time to time on the number of workers on the list and any problems that develop through use of Casual workers. Where time permits, Casual workers shall be identified by a hiring committee. The hiring committee shall have staff representation.
- 5.02 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.

- 5.03 All rights, benefits, privileges and working conditions of employees as of the date of signing of this Agreement shall continue so long as they are not inconsistent with this Agreement, but may be changed by mutual consent of the employer and the Alliance.
- 5.04* The parties agree to maintain the current complement of four (4) relief Women's Counsellors and two (2) relief Child Care Counsellors. **The compliment of Women's Counsellors and relief Child Care Counsellors shall be based on service delivery and operational needs and shall only be changed through mutual agreement with the union.**
- 5.05 a) The Employer and the Bargaining Unit agree that to the extent possible, arrangements shall be made to cover all absences of Women's Counsellors and Child Care Counsellors. The position of Household Coordinator shall be covered by trained relief Staff in their absences for all scheduled hours. On designated paid holidays, the Household Coordinator and Executive Director will determine whether Household Coordinator coverage is needed, based on operational requirements. No reasonable request will be denied. Relevant clauses in Article 30 will apply. The trained Relief Staff shall decide amongst themselves how these shall be fairly distributed. If no Relief Staff are available, shifts will be offered to other staff who have been trained, including non-union casuals.
- b) It is recognized that there will be occasions when it shall become necessary or desirable to cover other positions as a result of staff absences. The parties agree to consult on identifying these instances, the process for providing coverage and to discuss related training needs.
- 5.06 No member of the bargaining unit shall fill more than one bargaining unit position at any one time, if, upon review, the Executive Director determines that the time demands of one position interferes with the time demands or operational requirements of the other, and/or the combination of the two requires the employee to work over seventy (70) hours per pay period or results in any other incremental cost to the Employer because the employee occupies more than one bargaining unit position.

ARTICLE 6

UNION SECURITY AND CHECK-OFF*

6.01 All employees, as a condition of continuing employment, shall become and remain members in good standing of the union, according to the constitution of the union. All future employees shall, as a condition of continued employment, become and remain members in good standing in the union within thirty (30) days of commencing employment.

6.02 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.

6.03 An employee or future employee who declares in an affidavit that:

- a) they are a member of a religious organization registered under the *Income Tax Act*, and
- b) the doctrine of their religious organization prevents them as a matter of conscience from joining a union or making financial contributions to the union, and
- c) they shall make a contribution to a charitable organization of their 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.

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

6.05 For the purpose of applying Clause 6.02, 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.

6.06* The amounts deducted in accordance with Clause 6.02 shall be remitted to the Finance and Administration Branch of the Alliance by a **method agreed to between Alliance and the Employer** within one month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

- 6.07 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.
- 6.08 The employer shall report the amount of union dues paid in the calendar year on each employee's income tax T4 slip.
- 6.09 The employer agrees to make deductions for other purposes on the basis of signed authorization of the employee.
- 6.10 Prior to making an offer of employment, the employer shall advise the candidate of the provisions of this Article. All employment advertisements will state "Bryony House is a unionized workplace".
- 6.11 An offer of employment shall be provided to a potential employee in a formal written letter. The letter will include job title, start date, rate of pay, benefits (including information on the group insurance plan and pensions plan, if qualified), employment status, term of employment, and length of probation.
- 6.12 Employees covered by this Agreement shall 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 will not request, require or direct employees, students or volunteers to cross a picket line or perform work resulting from a strike that would normally have been carried out by workers involved in the strike.

ARTICLE 7

INFORMATION*

7.01 **Correspondence**

The employer shall provide the Secretary of the local with a quarterly 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.

7.02* **An employee will be able to view the balance of their vacation, time in lieu, and sick leave credits via the payroll system.**

7.03* **Access to Personnel File**

An employee shall have the right upon reasonable notice to have access to and review **their** personnel file, have the right to have union representation present and shall have the right to respond in writing to any documents, reports,

evaluations or other things contained therein. Such reply shall become part of the record. Upon request, an employee shall have a right to a copy of any item in **their** personnel file. The right to review an employee's personnel file, and to secure copies of any items, may be exercised by the union representative if the employee so consents in writing.

7.04 Within fourteen (14) calendar days of receipt of a request by the union, the employer shall make available to the union any information which it has in its possession and which the union considers pertinent for collective bargaining purposes. Without limiting the generality of the foregoing, such information shall include: budgetary statements, job descriptions, positions in the bargaining unit, job classifications, wage rates, financial information pertaining to pension and benefit plans. The request from the union 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.

7.05 Copies of all changes in policies, rules or regulations adopted by the Board of Directors affecting employees in the bargaining unit shall be forwarded to the local.

7.06 The orientation of new employees by the employer shall include informing the employee of the fact that a collective agreement is in effect, and with the articles dealing with Union membership, Union Security and Dues Check Off. The employer agrees to provide a copy of the collective agreement to every new employee.

Within the first fifteen (15) work days of a new employee commencing work, the employer shall permit a union representative to meet with a new employee for a maximum of forty-five (45) minutes during the new employee's orientation for the purpose of familiarizing the new employee with the union. The union representative shall suffer no loss of pay when the meeting takes place during their regularly scheduled working hours. The employee shall suffer no loss of pay for this union orientation time as set out in this article.

7.07 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 union and/or the general provision of shelter to abused women identified and gender diverse individuals and children, received by either party shall be maintained in an open file to which the employees have access.

ARTICLE 8

BOARD OF DIRECTORS*

- 8.01* The Employer agrees to allocate one (1) seat for an observer delegate from the bargaining unit to attend regular Board of Directors meetings and to provide a regular staff report. 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.
- 8.02* The observer has no voting rights, but is bound by the same duties of confidentiality and loyalty required of board members.
- 8.03* 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, financial matters, and generally any matter affecting Employees that could reasonably be viewed as placing the Employee in a position of conflict; and
 - (b) shall withdraw from discussions or decisions when deemed appropriate by either the individual Employee representative or the board.
- 8.04* Minutes of all board meetings which are not in camera shall be placed in the Minute Book in accordance with the Board of Director Bylaws.
- 8.05* Board meetings will be open to all members of the bargaining unit. However, the board may, at its sole discretion, designate a meeting as closed.
- 8.06* When an employee representative is scheduled to work during the time of a board meeting, the employer shall grant leave with pay so that they may attend.
- 8.07* The Union maintains the rights to grieve a board decision that contravenes a provision of the Collective Agreement.

ARTICLE 9

TRANSITION HOUSE ASSOCIATION OF NOVA SCOTIA*

- 9.01 The Employer recognizes the importance of working collaboratively with other transition houses in Nova Scotia.
- 9.02* **The Employer will remain a member in good standing of the Transition House Association of Nova Scotia (THANS).**

ARTICLE 10

APPOINTMENT OF EMPLOYEE REPRESENTATIVES

- 10.01 The employer acknowledges that only the Alliance or the local may appoint or otherwise select employees as representatives.
- 10.02 The local may choose one steward to assist in processing grievances.

The local reserves the right to select an alternate to replace the designated steward.
- 10.03 The local President or their designate 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.
- 10.04 Local employee representatives are entitled to the assistance of representatives of the Alliance or any of its advisors when dealing with or bargaining with the employer.

ARTICLE 11

USE OF EMPLOYER FACILITIES

- 11.01 Reasonable space on bulletin boards in convenient locations shall be made available to the union for the posting of information.
- 11.02 The employer shall also continue its present practice of making available to the union specific locations on its premises, for the placement of reasonable quantities of literature.

ARTICLE 12

ILLEGAL STRIKES AND LOCK-OUTS

12.01 There shall be no strikes or lock-outs during the life of the Agreement.

ARTICLE 13

NO DISCRIMINATION*

13.01 A.) The Employer, the union and the employees agree that there shall be no discrimination on the basis of:

- a) age;
- b) race;
- c) creed;
- d) religion;
- e) colour;
- f) sex;
- g) sexual orientation;
- h) gender identity;
- i) gender expression;
- j) physical disability or mental disability;
- k) an irrational fear of contracting an illness or disease;
- l) ethnic, national or aboriginal origin;
- m) family status;
- n) marital status;
- o) source of income;
- p) political belief, affiliation or activity;
- q) union activity or membership;
- r) place of origin or birth;
- s) place of residence;
- t) citizenship;
- u) physical appearance or attributes;
- v) pregnancy or pregnancy-related conditions;
- w) an individual's association with another individual or class of individuals having characteristics referred to in (a) through (v).
- x) or any other prohibition established by the *Human Rights Act*, R.S.N.S., c. 214.

- B.) The Employer will consider employment applicants who have a record of offences for which a pardon has been granted. In these circumstances the Employer, in making any decision on whether to hire, shall take into account all circumstances including the nature of the offence and the requirements of the position for which the applicant has applied. During employment, the Employer will not discriminate against an employee on the basis of the pardoned offence of which the Employer was aware at the time of hiring. All provisions of the Collective Agreement with respect to hiring also apply in this situation.
- 13.02* **The Employer and the local agree to work together to develop an employment equity plan.**
- 13.03* **The Employer, the Union and the employees have an obligation to work together in the accommodation process.**
- 13.04* **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 relevant medical information. The Employee also has a responsibility to assist in identifying appropriate accommodation.**
- 13.05* **The Employer and the Union are committed to enhancing diversity in the workplace and equal opportunities for employment of designated groups. The goal is to enhance the representation of designated under represented groups in the workplace so that the workplace reflects the community it serves. The Union and the Employer may agree that specific job posting(s) be designated as only being eligible to applicants from one or more under-represented groups in the workforce: Indigenous peoples, Black/African Nova Scotians, people of African descent, racially visible persons, persons living with a disability, gender identity, and persons of diverse sexual orientation.**

The Union shall agree or disagree with the Employer's request to designate job posting(s) within 10 working days of the Employer providing the Union with the rationale. Eligible, qualified employees of the bargaining unit will be given preference over external applicants.

ARTICLE 14

HARASSMENT

- 14.01 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. The Union and the employees shall support the employer in providing a harassment free workplace.
- 14.02 The parties agree to abide by the terms of the Workplace Harassment, Bullying and Abuse of Power Policy: Halifax Transition House Association.
- 14.03 The parties to this Agreement agree that harassment shall not be tolerated in the workplace. Any allegations of harassment shall be addressed through the Workplace Harassment, Bullying and Abuse of Power Policy and/or the Grievance Procedure (as per Article 45). An employee, who after investigation in accordance with the Policy, is deemed to be in violation of the Policy, may be subject to disciplinary action. Any disciplinary action taken under this Article shall be subject to Article 45.
- 14.04 The union, employees and employer recognize that every employee can expect to be treated fairly in a working environment free of harassment. Any behaviour which denies individuals their dignity and respect is offensive and unacceptable. A single incident may constitute harassment. It is not necessary that the conduct be ongoing.

ARTICLE 15

SENIORITY*

- 15.01 Subject to the following provisions, seniority is defined as the total length of continuous employment with the employer in any position(s) in the bargaining unit.
- 15.02* On completion of the probationary period, seniority shall be dated from the employee's first day of work in the bargaining unit.
- 15.03* The employer shall prepare a seniority list as at April 1 of each year. The list shall show for each employee the job group, the date upon which the employee commenced work, and the employee's adjusted seniority date. Where two or more employees commence work on the same day, those employees' seniority relative to each other shall be based on the date of application for employment. An up-to-date seniority list shall be sent to the union and posted in April of each year.

- i) The seniority list shall be **made available electronically** for a period of thirty (30) days during which time any questions as to the accuracy of this list may be forwarded to the Employer in writing, failing which the list shall be deemed to be accurate. The Employer shall be entitled to rely on the list as **provided** or corrected until the next posting.
- ii) All employees will be notified **by email** when a new seniority list is **available** and informed of their right to contest the accuracy of the list within a period of thirty (30) days. This information shall be provided on the day **the list is made available**.
- iii) An employee who is absent from work for any part of the thirty (30) day posting period shall have thirty (30) days from the date of their return to work to object in writing to their seniority date. However, until and unless such written objection is received by the Employer, and in any event no later than thirty (30) days from the employee's return to work, the posted seniority date for the employee will be considered to be the employee's seniority date for all purposes.

15.04* For casual employees, accumulated seniority to be carried over into a full-time, part-time or job share position in the Bargaining Unit, shall be calculated from the first day worked as a Casual Worker.

ARTICLE 16

TERMINATION / REINSTATEMENT

- 16.01 An employee shall lose their seniority under this Agreement and their services shall be terminated if:
- a) they resign in writing and do not withdraw their resignation within five (5) days of its submission. Reinstatement shall be at the employer's discretion which shall not be unreasonably exercised;
 - b) they are discharged for just cause and are not reinstated;
 - c) they have been laid-off for a continuous period in excess of twelve (12) months;
 - d) they have been laid off and are recalled to work and fail to return to work or to give in writing valid reasons for their inability to do so within five (5) working days of the date they have been requested by the employer in writing by registered mail or receipted courier delivery to

return to their former position or comparable position for which they are qualified;

- e) they overstay a leave of absence granted by the employer in writing by more than five (5) working days without securing an extension of such leave;
- f) they absent themselves from their work for more than five (5) working days, without securing leave of absence or without producing evidence of a valid reason satisfactory to the employer;
- g) they are a term employee and it is the end of the specified period of employment which has not been extended by mutual agreement;
- h) they are a grant employee and it is the end of the specified period of employment.

16.02 An employee who is laid off shall retain the seniority they accumulated prior to the lay-off. However, seniority shall not accumulate while they are on the recall list.

16.03 Although an employee loses their seniority upon termination, the employer shall credit the employee with one half of any previously accrued seniority if they resume employment within one year following termination.

ARTICLE 17

LEAVE FOR UNION BUSINESS*

17.01* Subject to operational requirements and on reasonable advance notice, a union representative shall be granted reasonable leave with pay **to act in their role as shop steward on matters of an urgent nature** (i.e., that cannot wait until the end of the shift).

17.02 The parties recognize that the scheduling of employees is such that it may be difficult for grievance meetings to be held during working hours. Where operational considerations permit such meetings to be held during working hours, the employer shall grant leave with pay to employees (including the union representative) to participate in grievance meetings with the employer. Otherwise, grievance meetings shall be scheduled at a time outside working hours and every reasonable effort shall be made to schedule them at a time convenient to all concerned, but employees shall not be paid for attendance at these meetings.

- 17.03 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 Alliance in proceedings before the Labour Relations Board (Nova Scotia).
- 17.04* Subject to operational requirements and on reasonable advance notice, the employer shall grant leave without pay to **up to three (3)** employees for the purpose of preparing for and attending contract negotiation meetings on behalf of the Alliance.
- 17.05 Subject to operational requirements and on reasonable advance notice, the employer shall grant leave without pay to a reasonable number of employees to attend Alliance National Board of Directors' meetings, conferences, conventions and meetings of the Alliance, Canadian Labour Congress, Nova Scotia Federation of Labour and the District Labour Council.
- 17.06 Subject to operational requirements and on receipt of reasonable advance notice, the employer shall grant leave without pay to 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.
- 17.07 Subject to operational requirements and on reasonable advance notice, the employer shall grant leave without pay to a union representative for the purpose of doing work on behalf of the Alliance or the union.
- 17.08 Leave without pay granted under this article of one (1) month or less shall be counted for purposes of seniority and service related benefits, such as, vacation leave and sick leave. Leave without pay under this article of between one month and three (3) months or less shall be counted for the purpose of seniority and continuous employment in the calculation of vacation leave entitlement. On returning to work within three (3) months of beginning a leave without pay under this article, an employee shall be reinstated in the position that they held prior to the leave.
- 17.09 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.

ARTICLE 18

STAFF TRAINING AND DEVELOPMENT*

- 18.01 The employer agrees to make every reasonable effort to encourage and support staff training and development.
- 18.02 The employer shall maintain a collection of books and other resources on issues concerning violence against women identified and gender diverse individuals and children, and make them available to employees.
- 18.03 The employer shall endeavour to keep staff informed of new developments, services and information relevant to the users of the services of Bryony House through posting of notices in the main office or on the bulletin board and by email.
- 18.04 The employer shall provide on-the-job training and related staff development opportunities such as seminars, courses and conferences. Notices of relevant staff training opportunities shall be posted in the main office or on the bulletin board.
- 18.05* To provide training opportunities, the employer shall allocate a reasonable sum of money in the budget each year to be used for staff training and development. The Employer agrees to maintain the current practice of allocating to staff development all money received from funding sources for that purpose. The employer further agrees to continue to allocate additional resources in the amount of two hundred (\$200) dollars for each employee per year to a maximum of six hundred (\$600) dollars. Employees shall be notified on an annual basis of the balance carried forward. In the event of a shortage of funds the parties agree to meaningfully consult on ways and means to deal with this issue. Expenditures from an employee's individual education fund shall be made after consultation between the employee and the Executive Director **in the manner determined by the Employer**. No reasonable request, **relating to the employee's role with the Employer**, shall be denied.
- 18.06 Expenditures from the fund shall be made on the recommendations of the Executive Director or a designate appointed by the Board.
- 18.07* In making decisions concerning **personal education funding for staff training and development**, the **Employer** shall take into account the following factors:

- a) the current and future needs of the employer's services;
- b) the benefits to consumers;
- c) the professional development requests of individual employees;
- d) the wishes of any employee affected; and
- e) fairness between all employees.

ARTICLE 19

VACATION LEAVE*

- 19.01* Full-time employees shall earn vacation leave credits at the following rates for each month of service:
- a) **ten (10) hours** per month if the employee has completed less than three (3) years of continuous employment;
 - b) **thirteen point thirty six hours (13.36)** per month after the employee has completed three (3) years of continuous employment.
 - c) **sixteen (16) hours** per month after the employee has completed ten (10) years of continuous employment.
 - d) **eighteen (18) hours** per month after the employee has completed fifteen (15) years or more of continuous employment.
 - e) Upon the effective date of this collective agreement the employer shall administer vacation leave on the basis of its fiscal year, April 1st to March 31st of each year. No employee shall lose any vacation entitlement by virtue of this change.
- 19.02 Part-time employees (with the exception of relief employees) shall earn vacation leave credits at the above rates prorated to the hours worked in the month, at the rate in Article 19.01 determined by their length of continuous employment.
- 19.03 With respect to the earning of vacation leave credits, for the purpose of calculating the length of continuous employment to be carried over into a full-time, part-time or job share for relief employees, every 910 hours is the equivalent of one year of continuous employment.

- 19.04 An employee is entitled to vacation leave with pay to the extent of their earned credits. An employee's first vacation year begins on their date of hire and is prorated. Subsequent vacation years are calculated by fiscal year.
- 19.05 The employer shall make every reasonable effort to schedule an employee's vacation for a time acceptable to the employee. However, every employee must spend at least seven (7) consecutive days per vacation year away from the workplace. This period may include vacation leave and scheduled days off.
- 19.06* Applications for vacation leave shall normally be made **as soon as possible but at minimum** at least **thirty (30)** days in advance of the anticipated commencement of the leave. Provided that the employee requesting the leave can arrange suitable coverage for **their** shifts during the period of leave, the employer may grant vacation leave on shorter notice.
- 19.07* It is agreed that the periods June 1 to September 15 and December 15 to January 5 are preferred vacation periods. For vacation leave during these periods, employees shall submit their vacation requests at least one month in advance of the start of the preferred vacation period; (i.e., by May 1 and November 15 respectively). Within fifteen (15) days of receipt of vacation leave requests from all employees, the employer shall post a vacation leave schedule, for the preferred vacation period. Late requests **may** be granted **based on operational needs**. In cases of conflicting requests, the employees involved shall be afforded the opportunity to resolve the conflict. Failing resolution of the conflict, vacation leave shall be granted on the basis of seniority, but previously granted leave shall not be cancelled. All employees shall be given an opportunity to receive at least one (1) week of vacation leave between June 1 and September 15.
- 19.08 Once an employee's vacation leave has been scheduled and approved in accordance with this Article, that vacation period may not be displaced by a more senior employee.
- 19.09 The employer shall give an employee as much notice as is practicable and reasonable, of approval or denial of a request for vacation leave.
- 19.10 Where, in respect of any period of vacation leave, an employee is granted medically certified sick leave, the period of vacation leave displaced shall either be added to the vacation leave or reinstated for use at a later date.
- 19.11 Where in any vacation year an employee has not taken all of the vacation leave credited to them, the unused portion of their vacation leave shall be carried over into the following vacation year during which time it shall be taken.

- 19.12 No employee shall be required to return to duty after they have begun a period of vacation leave.
- 19.13 When an employee dies or otherwise ceases to be employed, they or their estate shall be paid an amount equal to the earned but unused vacation leave credits multiplied by their daily rate of pay at the time of termination of their employment.
- 19.14 Relief employees shall receive vacation pay equal to six point six percent (6.6%) of their previous two weeks' earnings in lieu of vacation leave with pay. On request of a relief employee, they shall be granted, during each year, up to three weeks' vacation leave without pay. The scheduling of such vacation leave for relief employees shall be based on seniority and subject to operational requirements.
- 19.15 When an employee is on unpaid leave no vacation credits shall accrue.

ARTICLE 20

SICK LEAVE*

- 20.01 Full-time employees shall earn sick leave credits at the rate of one and one-quarter (1.25) days for each month of service, to a maximum of ninety (90) days.
- 20.02* **(a) Part-time employees, (with the exception of relief employees) shall earn sick leave credits at the above rate for each month of service, pro-rated to the number of hours worked during the month, to a maximum of ninety (90) days.**
- (b) Relief Workers shall have a total of sixteen (16) hours of sick leave per calendar year. This sick leave may only be used when an employee is unable to continue to work their shift due to illness. This sick leave may not be carried over to the next year. At the end of the calendar year any unused sick leave will lapse and is not eligible for payout . This entitlement will be pro-rated for new relief employees hired during the calendar year or if an existing relief employee has an unpaid leave of absence for any period of 4 weeks or more.**
- 20.03 A full-time or part-time employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury, or because of the nature of the work, they require time off for employee wellness. Sick leave with pay shall be granted to the extent of sick leave credits they have earned pursuant to the provisions of Article 20.01 and 20.02.

- 20.04 An employee who shall be absent from work due to illness or injury is obliged to inform the on-duty staff as soon as possible so that a replacement can be arranged. Such notice shall be given at least two (2) hours before the commencement of the shift unless there were extenuating circumstances which prevented such notice.
- 20.05
- a) An employee shall be required to produce a certificate from a medical practitioner of the employee's choice for any illness in excess of five (5) consecutive days, certifying that the employee was unable to carry out their duties due to illness. If there is any charge for the certificate it shall be at the employer's expense. Should the employer request further medical information from the employee, all costs shall be at the employer's expense.
 - b) The parties agree that when an employee seeks an accommodation, the employee has the responsibility to communicate with the union and employer and to supply job-relevant medical information which shall include functional limitations and residual capabilities of the employee. The employee also has a responsibility to assist in identifying and implementing an appropriate accommodation. Necessary accommodations required in the workplace shall occur up to the point of undue hardship for the Employer.
 - c) Where the employer requires an employee to undergo a medical examination by a designated qualified practitioner, chosen by the employee and approved by the employer, the examination shall be conducted at no expense to the employee. Any follow up information requested by the Employer will be at no expense to the employee.
- 20.06 Where, in respect of any time in lieu leave, an employee is granted medically certified sick leave the period of time in lieu displaced shall be restored to the extent of any sick leave granted.
- 20.07 An employee may be granted additional sick leave without pay upon request for a reasonable period of time agreed upon between the employer and the employee. When the leave is granted, the employer shall grant an equal extension to the term employee.
- 20.08 Sick leave credits earned but unused by an employee prior to a period of approved leave without pay shall be restored to the employee on their return to work.
- 20.09 Sick leave without pay of three (3) months or less shall be counted for purposes of seniority.

- 20.10 When an employee is on unpaid leave no sick leave credits shall accrue.

ARTICLE 21

BEREAVEMENT LEAVE*

- 21.01 For the purpose of this article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, (including step brother or step sister), partner, 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 residing with the employee at the time of death or imminent death.

- 21.02 The employer agrees to seriously consider requests for bereavement leave where cultural traditions create important family relationships not described in Clause 21.01. Such requests shall not be unreasonably denied.

- 21.03* When a member of the immediate family of a full-time or part-time employee (with the exception of relief employees) dies, the employee shall be entitled to five (5) consecutive working days (defined as days on which they are scheduled to work) leave with pay.

Relief employees shall be entitled to leave with pay for scheduled shifts for up to five (5) days following the loss of an immediate family member.

- 21.04* A full-time or part-time employee is entitled to one (1) day's bereavement leave in the event of the death of the employee's child's partner, employee's step child's partner, brother-in-law or sister-in-law, partner's brother or sister, **aut or uncle.**

- 21.05 An employee entitled to bereavement leave under Article 21.03 or 21.04 may take additional bereavement leave with pay for up to two (2) days for the purpose of travel in connection with the death.

- 21.06 It is recognized by the parties that the 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.

- 21.07 If, during a period of time in lieu or vacation leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under Article 21.03 or 21.04, the employee shall

be granted the applicable bereavement leave and their time in lieu or vacation leave credits shall be restored to the extent of any bereavement leave with pay granted.

ARTICLE 22

PREGNANCY, PARENTAL, ADOPTION, END OF PREGNANCY LEAVE*

- 22.01 An employee is entitled to pregnancy leave without pay for a period of seventeen (17) weeks beginning no sooner than sixteen (16) weeks before the expected date of delivery and not later than the date of delivery.
- 22.02 The employer may require the employee to submit a medical certificate setting out the expected date of delivery.
- 22.03 During a period of pregnancy, childbirth or recovery from childbirth, an employee may use their sick leave credits to the extent that they are medically unable to work.
- 22.04 An employee shall inform the employer in writing of their plans for taking pregnancy leave at least four (4) weeks in advance of the anticipated date of commencement of their pregnancy leave, unless there is a valid reason why such notice cannot be given.
- 22.05 An employee who becomes a parent through the birth of a child or children, through the birth of a partner's child or children, 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 up to seventy-seven (77) 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 they shall begin the leave and the date they shall return to work.
- 22.06 Where an employee takes parental leave coupled with pregnancy leave, the parental leave must begin on the day following the termination of pregnancy leave and without the employee's returning to work. Except in special circumstances granted by Article 22.09, the total combined pregnancy and parental leave shall not exceed seventy-seven (77) weeks.
- 22.07 Where an employee takes parental leave in the absence of pregnancy leave, the parental leave must begin within eighteen (18) months of the child arriving in the home.

- 22.08 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.
- 22.09 On request of the employee, and at the discretion of the employer, the period(s) of leave under this article may be extended. When the leave is granted, the employer shall grant an equal extension to the term employee.
- 22.10 During any period of pregnancy or parental leave, an employee is entitled to maintain participation in any benefit plan in which they participated prior to the commencement of the leave. Where an employee opts in writing to maintain participation in the benefit plan, they shall enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employer's share thereof.
- 22.11 Upon request, an employee, who takes pregnancy, parental or adoption leave, shall be informed by the employer by mail or e-mail at the e-mail address provided by the employee of every employment, promotion or training opportunity which arises during the leaves and for which the employee is qualified. The employee may request, prior to taking, pregnancy, parental or adoption leave or at any time during such leave that such information be mailed to the employee in printed version.
- 22.12 When an employee returns to work upon the expiry of pregnancy or parental leave, they shall resume work in the position they held immediately before the leave began or, where that position is not available, in a comparable position with not less than the same wages and benefits, and with no loss of seniority or benefits accrued to the commencement of the leave.
- 22.13* All references to “end of pregnancy” are as defined in the Labour Standards Code of Nova Scotia.**
- 22.14* An employee is entitled to leave with full pay and benefits of up to, at the employee’s option, five consecutive working days, if**
- (a) the employee experiences an end of pregnancy;**
 - (b) the employee’s spouse experiences an end of pregnancy;**
 - (c) the employee’s former spouse experiences an end of pregnancy and the employee would have been in a parenting role for the child born as a result of the pregnancy;**
 - (d) another person experiences an end of pregnancy and the employee would have been in a parenting role for the child born as a result of the pregnancy.**

ARTICLE 23

LEAVE FOR FAMILY RELATED RESPONSIBILITIES*

- 23.01 Subject to Clause 23.02, the employer shall grant each employee up to three (3) days leave with pay per year for family-related responsibilities. Family-related leave does not accumulate from year to year.
- 23.02* The period of leave for permanent part-time, term, **relief employees** and grant employees shall be prorated to the hours worked or period of employment, as the case may be.
- 23.03 For the purposes of this article, family is defined as partner, dependent children (including partner's children or foster children) parents (including partner's parents, step-parents or foster parents), grandchildren (including partner's grandchildren, step-grandchildren), grandparents or any relative for whose needs no one except the employee can provide.
- 23.04 For the purposes of this article, family-related responsibilities include caring for a sick family member, accompanying a family member to a medical or dental appointment or an appointment with school authorities or adoption agencies, or for the purposes of spousal union.
- 23.05 "Purposes of spousal union" include those situations relating to marriage or some other ceremony in which an employee may choose to participate for the purposes of affirming a commitment to a spousal relationship with another person. An employee may utilise up to three (3) days leave for these purposes.
- 23.06 An employee who has exhausted their leave under this article may, if they require further leave for family-related responsibilities, use any of their own sick leave to care for a sick family member or to accompany a family member to a medical or dental appointment.

ARTICLE 24

LEAVE FOR PERSONAL NEEDS

- 24.01 An employee who has completed two (2) years of employment with the employer may be granted leave without pay for personal needs, subject to

operational requirements, for a period of up to one (1) year on the following basis:

- (a) written application must be made at least two (2) months in advance of the desired commencement date of the leave, setting out the proposed commencement and termination dates of the leave;
- (b) approval of any leave, including the commencement and termination dates of the leave, shall be given by the employer in writing.

On request of the employee and at the discretion of the employer, the period of leave may be extended beyond one (1) year in exceptional circumstances.

- 24.02 "Personal needs" includes, but is not limited to, care and nurturing of others, relocation of partner, employee education, and employee wellness.
- 24.03 At least four (4) weeks prior to the termination of the leave, the employee shall contact the employer to confirm the details of their return to work.
- 24.04 Leave without pay under this article of three (3) months or less shall be counted for the purpose of seniority and continuous employment in the calculation of vacation leave entitlement.
- 24.05 During any period of leave without pay under this article, an employee is entitled to maintain participation in any benefit plan in which they participated prior to the commencement of the leave. Where an employee opts in writing to maintain participation in the benefit plan, they shall enter into an arrangement with the employer to pay the cost required to maintain the benefit plan, including the employer's share thereof.
- 24.06 An employee who has completed one (1) year of employment with the employer may be granted leave without pay under this article in order to accept a "grant position" with the employer.
- 24.07 When the leave granted is extended at the request of the employee and at the discretion of the employer the employer shall grant an equal extension to the term employee.

ARTICLE 25

SPECIAL LEAVE

- 25.01 At the request of an employee, the employer shall grant leave with pay and without loss of benefits under the following circumstances:

- a) serious fire, flood or similar emergency in the employee's residence or other serious household or domestic emergency ... one (1) day;
 - b) divorce ... one (1) day;
 - c) time required to write examinations to upgrade the employee's employment qualifications as they relate to the work of Bryony House.
- 25.02 The employer may grant additional leave with pay other than that specified above.
- 25.03 Notwithstanding Article 19.06, when requested by the employee, the employer shall grant vacation leave in the event an employee is moving their own household, has household or domestic emergencies or is attending a hearing to become a Canadian citizen.

ARTICLE 26

DOMESTIC VIOLENCE LEAVE*

- 26.01* The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. **All references to “domestic violence” are as defined in the Labour Standards Code of Nova Scotia.**

Workers experiencing domestic violence will be able to access ten (10) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, with as much prior notice as reasonably possible, recognizing that extenuating circumstances may make prior notice not possible.

- 26.02* **The Employer will consider any reasonable request from an Employee experiencing domestic violence in an effort to provide supportive working conditions.**
- 26.03* **All personal information disclosed by an employee to the employer concerning domestic violence will be kept confidential in accordance with relevant legislation, and shall not be disclosed to any other party without the Employee's express written agreement. Only information relating to the payment and approval of domestic violence leave will be kept in an Employee's personnel file.**

ARTICLE 27

WITNESS AND JURY DUTY

- 27.01 The employer shall indemnify employees against loss of pay and benefits for regularly scheduled shifts on account of absence due to jury duty or witness duty (in cases where the employee is under subpoena in court proceedings), and any employee so indemnified shall, in turn, remit to the employer any fees received on account of such service as a juror or witness.

ARTICLE 28

INJURY ON DUTY

28.01 Injury-on-duty/Work Related Illness

Subject to 28.05, all employees shall be covered by the Nova Scotia *Workers' Compensation Act*. An employee who is absent from work with a compensable injury shall not be terminated until two years have elapsed or unless the employee shall not be able to return to work.

- 28.02 Pending receipt of payments from Workers' Compensation, an employee who is unable to perform their duties because of an injury incurred in the performance of their duties or illness which is compensable under the Nova Scotia *Workers' Compensation Act* shall receive advances equivalent to the amounts they would be entitled to receive from the Workers' Compensation Board if the employee agrees to remit to the employer any amount received by them in compensation for loss of pay from Workers' Compensation for the same period. The amount of the advances may be limited by the employer, to the employee's sick leave credits at the commencement of the disability.
- 28.03 The employer shall continue to pay its share of the cost of the employee's Group Benefit Plans while the employee is in receipt of Workers' Compensation benefits so long as the employee continues to pay their share of the cost of the plans.
- 28.04 If the employee's claim is refused by the Workers' Compensation Board, the employee shall be granted sick leave in accordance with the provisions of Article 20 (Sick Leave).
- 28.05 The Employer shall make every reasonable effort to continue coverage under Workers' Compensation. However, in the event that the employer experiences large and unusual increases in its cost for Workers' Compensation, the

employer shall consult forthwith with the employees and provide the following information:

- a) the premium paid by the employer prior to the increase;
- b) the amount of the increase being proposed;

On mutual agreement of the parties, the employer may discontinue coverage. The funds will be reallocated within the budget based on the recommendation of the Finance Committee and approval of the Board.

ARTICLE 29

RELIGIOUS LEAVE

- 29.01 At the request of an employee and short of undue hardship on the employer, reasonable time off with pay shall be granted to observe religious occasions in accordance with the employee's religious beliefs. Time off granted under this article shall be made up in a manner which is reasonable to both the employee and the employer at the employee's straight time rate of pay.

ARTICLE 30

DESIGNATED PAID HOLIDAYS*

- 30.01* The following days shall be designated paid holidays for employees with the exception of relief employees:
- a) New Year's Day
 - b) Heritage Day
 - c) Good Friday
 - d) Easter Monday
 - e) Victoria Day
 - f) Canada Day
 - g) Natal Day
 - h) Labour Day
 - i) National Day for Truth and Reconciliation**
 - j) Thanksgiving Day
 - k) Remembrance Day
 - l) Christmas Day
 - m) Boxing Day
- 30.02 An employee may substitute International Women's Day for one of the holidays listed in 30.01, but must elect to do so in writing. An employee may substitute

a religious holiday for one of the holidays listed in 30.01, but must do so in writing.

- 30.03 A part-time employee (excluding relief employees) is entitled to the designated paid holidays stated in Article 30.01 pro-rated to their share of full-time hours.
- 30.04 When a paid holiday falls on a day of rest for a full-time employee whose regular days of work are Monday through Friday, the paid holiday shall be observed on the first scheduled working day following the employee's day of rest. When both Christmas Day and Boxing Day coincide with an employee's days of rest, the holidays shall be observed on the first two (2) scheduled working days following the days of rest.
- 30.05 When a paid holiday falls on a day of rest for an employee not referred to in Article 28.04, the employee may take another day off in lieu of the holiday, subject to operational requirements and on reasonable advance notice. Employees shall use any accumulated lieu days before using vacation days.
- 30.06 When a paid holiday falls within or is observed during a period of vacation leave, that day shall count as a paid holiday and not as a day of vacation leave.
- 30.07 Where an employee is granted bereavement leave or medically certified sick leave which coincides with a paid holiday, the paid holiday shall be granted as a lieu day to be taken at a later date in accordance with the provisions of 38.05.
- 30.08 A relief employee shall be paid for a paid holiday if they are entitled to pay for at least twelve (12) days during the thirty (30) calendar days immediately preceding the paid holiday.
- 30.09 When an employee works on a paid holiday, they shall be compensated at one and one-half (1.5T) times their regular rate of pay for all hours worked in addition to the pay that they would have been granted had they not worked on the holiday.

Upon request of the employee, the employee shall be paid out for the holiday instead of accruing time in lieu.
- 30.10* The employer shall continue its practice of paying time-and one-half the straight time rate for all hours worked **commencing at 16:00 on Christmas Eve and all hours worked commencing at 16:00 on New Years Eve.**
- 30.11 When an employee is on unpaid leave no designated holidays shall accrue.

ARTICLE 31

HOURS OF WORK*

- 31.01* Regular hours of work for full-time employees are seventy (70) hours over a two (2) week pay period.

The hours of work for relief employees shall not exceed the biweekly hours of work for full-time employees except in the case of emergency.

The hours of work of the permanent part-time employees shall be less than seventy (70) hours over a two (2) week pay period.

- 31.02* **Hours of work for employees shall include time for mandatory staff meetings.**

- 31.03* (a) The employer shall schedule hours of work for all employees **with the exception of relief.**
- (b) Apart from agreements made between the employer and individual employees pursuant to 31.08 and 31.09, the current working schedule shall not be changed without the mutual agreement of the employer and the Local, arrived at through discussion. Mutual agreement shall not be unreasonably withheld.
- (c) A copy of the shift schedule shall be made available to **one (1)** months in advance of the starting date of the new schedule.
- (d) The length of the shift schedule shall not be less than **one (1)** months.

- 31.04* **Coverage for Counsellor Shifts**

- (a) The employer agrees to continue the practice of permitting relief counsellors to allocate amongst themselves shifts arising from leave requests or regularly scheduled relief shifts needing to be covered. However, the employer reserves the right to assign any of these shifts if appropriate shift coverage is not being achieved, or, if the relief employees express concerns that the practice is no longer working effectively. **For additional clarity, coverage for Women's Counsellor Shifts shall only be offered to those qualified to work as a Women's Counsellor and, coverage for Children's Counsellor shifts shall only be offered to those qualified to work as a Children's Counsellor.**
- (b) For shifts not allocated as per 31.04 (a), the employee requesting the coverage shall contact relief employees to work the shifts needing

coverage, unless it is an emergency shift. For emergency shifts with respect to women's counsellor coverage, employees on duty shall contact relief employees to work the shifts needing coverage.

- (c) **For shifts not allocated to relief workers in accordance with Article 31.04(b) then the employer shall offer these shifts to relief workers who have not worked 70 hours already in the existing pay period, part time employees who have not worked 70 hours in the existing pay period, and then casuals. The Employer will allocate these shifts to relief employees on a fair, equitable, and voluntary basis.**
 - (d) **In the event that the shift can not be filled in accordance with 31.04(a)(b)(c), then the employer shall offer the shift to full-time employees who have indicated their willingness to be called for additional shifts by placing their names on an emergency list and who have successfully completed the counsellor orientation; shall be called in order of seniority.**
 - (e) **In the event that no employee or casual worker is available to work a shift, the employer shall have the right to require a relief counsellor to work the shift.**
- 31.05 Employees may exchange shifts within a pay period if there is no increase in cost to the employer. Except in extenuating circumstances, the employer shall be notified in advance of such shift exchanges. The prior approval of the employer must be obtained for shift exchanges outside a single pay period. Such approval shall not be unreasonably withheld.
- 31.06* **A paid meal period shall be taken as close to the mid-point of the shift as possible. Employees shall be permitted to leave the workplace for a designated meal period provided operational requirements permit.**

Designated time allotments are:

**6 hours or less shift – 30 minutes
8 hours or more – 1 hour**

Responsibility and accountability for the decision on whether it is practical to leave the workplace rests with the employee.

- 31.07* **An employee shall be entitled to two (2) rest periods of fifteen (15) minutes each during an eight (8) hour shift, one (1) rest period during a six (6) hour or less shift and three (3) fifteen minute rest period during a ten (10) hour or more shift. Responsibility and accountability for the decision on when it is practical to take a rest period rests with the employees on duty at that time.**

31.08* A full-time employee who is not a shift worker may be granted a change in their regular schedule provided that:

- (a) the proposed change is consistent with operational requirements;
- (b) the proposed change does not result in additional overtime work or additional payment by reason only of the change in schedule;
- (c) the proposed change in schedule is submitted in writing and is approved (in writing) in advance by the employer;
- (d) **The employee clocks in and out in the electronic payroll system, on a daily basis (each shift worked).**
- (e) it is understood that the implementation and continuation of a changed schedule for any employee are subject to mutual agreement of the employee and the employer.

31.09 A full-time employee who is not a shift worker may work flexible hours provided that:

- (a) the proposed flexible hours are consistent with operational requirements;
- (b) the proposed flexible hours do not result in additional overtime work or additional payment by reason only of the flexible hours;
- (c) the employee's normal work week shall average the regular weekly hours provided for in 31.01 over a period of twenty-eight days, but the employee shall continue to receive their regular biweekly pay without regard for the actual number of non-overtime hours worked during that pay period;
- (d) the proposed flexible hours arrangement is submitted in writing and is approved (in writing) in advance by the employer, and the employer is always kept informed of the hours being worked by the employee;
- (e) the employee records, on a daily basis, and submits to the employer, a written record of hours actually worked, including the commencement and finishing times for each day;
- (f) it is understood that the implementation and continuation of flexible hours for any employee are subject to the mutual agreement of the employee and the employer.

31.10 For employees working a changed schedule pursuant to Article 31.08 or flexible hours pursuant to Article 31.09, entitlement to vacation, sick leave and time in

lieu benefits under this Agreement shall be recorded and taken in hours (on the basis of non-overtime hours actually worked) rather than days, calculated as follows:

- | | |
|------------------------------|-------------|
| (a) one-half day | 4.0 hours |
| (b) one day | 8.0 hours |
| (c) one and one-quarter days | 10.0 hours |
| (d) one and two-thirds days | 13.36 hours |

31.11* An employee required to work a shift that begins or ends between the hours of **12 a.m.** and 6 a.m. may obtain a taxi chit (up to a maximum of \$9.00) to pay for their travel between their place of work and their residence.

Furthermore, during the life of the Agreement, the parties agree to meaningfully consult on this practice and develop solutions to deal with any problems encountered.

31.12* Adverse Weather Conditions

In cases of expected adverse weather conditions an employee whose attendance at work may be prevented is expected to plan for the event by making necessary arrangements to attend safely at work or have their shift covered by another employee. In cases of expected adverse weather, an affected employee shall explore all of the following options:

- (i) Plan ahead to cancel the scheduled shift or switch shifts with another employee who is in a position to attend work despite the weather,

Discuss the situation with team members and work together to plan for coverage for the duration of the adverse weather.

- (ii) Evaluate the circumstances and consider whether reduced staffing is a safe option and document this decision.

Article 31.12 shall also apply in case of adverse weather preventing an employee from returning home after a shift and / or needing to stay closer to the work site in order to attend their next scheduled shift.

ARTICLE 32

JOB SHARING

- 32.01 For the purpose of this Article, "parties" refers to the union, employer and job sharing partners.
- 32.02 Job sharing is an arrangement which permits two employees to equally share the duties and responsibilities of one full-time position. Each of the two shall be entitled to the pro-rated percentage of the salary and benefits of the position, as applicable.
- 32.03 On written request of the job sharing partners and subject to the approval of the employer, job-sharing shall be permitted. Approval of requests for job sharing shall not be unreasonably denied.
- 32.04 The Employer shall make all employees, including Relief Workers, aware of the potential job sharing opportunity. Should more than one employee express interest in the opportunity to job share, the position will be filled as per Article 43 of this Collective Agreement.
- 32.05 The terms and conditions governing any job sharing arrangement shall be as mutually agreed to by the parties.
- 32.06 The terms and conditions of a job sharing arrangement as agreed to by the parties shall be enforceable under the collective agreement and must provide for:
- (i) hours of work;
 - (ii) earned leave;
 - (iii) paid holidays;
 - (iv) benefit plans; (the cost of the plans to the employer shall not exceed the cost of the benefit plan of the full-time position and shall be subject to the eligibility provisions of the benefit plan);
 - (v) attendance at staff meetings;
 - (vi) the duration termination of the agreement;
 - (vii) salary;
 - (viii) coverage between the job share partners when one is absent, absences go to relief;
 - (ix) periodic review of the job share arrangement and any operating impact on service delivery;
 - (x) any other mutually agreed term or condition.
- 32.07 The job sharing arrangement shall continue for a three (3) month trial period, unless otherwise mutually agreed to by the parties. At the end of the trial period, the parties shall evaluate the job sharing arrangement and may exercise the option to terminate the job share. If the job share is terminated, each employee shall

return to the position they occupied immediately prior to entering the job share arrangement.

32.08 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 43 of this Agreement or if the employee is a full-time employee who initiated a job share arrangement, that employee shall have the option to resume the full-time position.

32.09 The existing job share which is contrary to Article 32.02 shall continue until one of the job share partners leaves the job share.

ARTICLE 33

TRANSPORTATION*

33.01* An employee who is required by the employer to use automobile transportation while on work-related business shall be reimbursed for travel expenses at the rate of the **equivalent Provincial Civil Service Rate**.

33.02* The Employer shall pay all parking costs incurred by the employee while on work related business.

ARTICLE 34

OVERTIME*

34.01 Subject to operational requirements, the employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees. It is the responsibility of each employee to indicate to the employer their interest in working overtime.

- 34.02
- a) Overtime assignments shall be allocated to employees who normally and regularly do the work in question and who are immediately available.
 - b) Except in cases of emergency, employees shall have the right to refuse to work overtime so long as the employer's ability to get any work it deems necessary to be done is not jeopardised.
 - c) Except in cases of emergency, call in or mutual agreement with the employee, the employer shall, wherever possible, give at least twenty-four (24) hours' notice of any requirement for overtime work.

- 34.03 With the exception of women's counsellors and hours worked in public education, overtime hours (all hours worked in excess of seventy (70) over a two (2) week pay period) shall be compensated at time and one half compensation for each completed period of fifteen (15) minutes worked by the employee, when overtime is authorized in advance by the employer. All hours worked by women's counsellors in excess of their regularly scheduled shifts shall be compensated at time and one half for each completed period of fifteen (15) minutes worked by the employee, when overtime is authorized in advance by the employer.
- 34.04 The parties recognize that it is not always possible to obtain the employer's authorization to work overtime in advance. When circumstances beyond the employee's control necessitate the employee's working overtime, the employer shall authorise the overtime after the fact. Such authorization shall not be unreasonably denied.
- 34.05 Employees shall record starting and finishing times of overtime work in a form determined by the employer.
- 34.06 a) Overtime shall be compensated in time in lieu at the overtime rate except where, upon request of an employee, overtime may be compensated in cash.
- b) The employer shall grant time in lieu at times convenient to the employee and the employer.
- c) Employees shall use any accumulated lieu days before using any vacation days.
- 34.07 An employee performing overtime work shall be entitled to the same meal breaks and rest breaks as they would be provided on a regularly scheduled shift.
- 34.08 The employer shall endeavour to pay overtime compensation in the next regular pay.

ARTICLE 35

CALL IN*

- 35.01 When an employee (with the exception of relief employees) is called in to work by the employer, at any time outside their scheduled hours of work, they shall be entitled to the greater of:
- a) three (3) hours' pay at the straight-time rate,
- or

- b) compensation at time and one-half for each hour worked.
- 35.02 Call in hours shall be compensated in equivalent time in lieu, except where, upon the request of an employee, call in hours may be compensated in equivalent cash. Employees shall use any accumulated lieu days before using any vacation days.
- 35.03 When a payment is being made as a result of the application of this article, the employer shall endeavour to make such payment in the next regular pay.
- 35.04* When an employee (with the exception of relief employees) is called in to work by the employer, they shall be reimbursed for travel expenses as follows;
 - (a) a mileage allowance **equivalent to the Provincial Civil Service rate**;
or
 - (b) They shall also be reimbursed for **family** care costs incurred as the result of the call-in to a maximum of **seventeen** dollars (\$17.00) per hour. **Eligible family members include a child under 16 years of age, a family member with a disability, or an adult family member who is dependent and requires care.**

ARTICLE 36

REPORTING PAY (RELIEF EMPLOYEES)

- 36.01 A relief employee who is required to report for work shall be paid a minimum of three (3) hours pay at the straight-time rate.

ARTICLE 37

SHIFT PREMIUM

- 37.01 Employees shall receive a shift premium for all hours worked, including overtime hours worked, between 12:00 a.m. Saturday and 8:00 a.m. Monday, and between 12:00 a.m. and 8:00 a.m. Tuesday to Friday of thirty-five (35) cents per hour.

ARTICLE 38

PAY ADMINISTRATION*

- 38.01 An employee is entitled to be paid for work performed in accordance with the wage schedule specified in Annex "A" of this Agreement.
- 38.02* The employer shall pay wages bi-weekly in accordance with Annex "A" on every other **Friday**. In the event of a pay day falling on a paid holiday, the pay day shall be the last banking day before the holiday.
- 38.03 Every employee shall receive a bi-weekly statement of pay showing the gross amount earned, itemized deductions, net amount payable and hours worked.
- 38.04 An increase in rates of pay pursuant to an increase in government funding of salaries shall apply to all members of the bargaining unit retroactive to the effective date of the increase. Such increases shall also apply to persons who have ceased to be employees in the bargaining unit during the retroactive period.

In order for former employees or, in the case of death, for the former employees' representatives to receive payment, the employer shall notify, by registered mail, such individuals at their last known address. The employee, or their representative, shall be responsible for providing their address to the employer. Former employees or their representatives shall have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases.

- 38.05 a) An employee is entitled to acting pay when they perform the duties of an excluded position on a temporary basis. It is not necessary that the employee perform all the duties of the position; it is sufficient if they substantially perform the duties of the position.
- b) When performing the duties of an excluded position on a temporary basis, the employee remains a member of the bargaining unit and is entitled to all benefits of a bargaining unit member under this Agreement.

ARTICLE 39

LAY-OFFS AND RECALLS

- 39.01 A lay-off shall be defined as a termination of employment or reduction in the regular hours of work as defined in this Agreement.
- 39.02 The Employer shall make every reasonable effort not to lay-off employees during the term of this Agreement.

- 39.03 If lay-off is being considered, the Employer agrees to meet and consult with the Union to receive and consider suggestions and recommendations of the Union which are aimed at preventing lay-off and minimizing the adverse effects on employees.
- 39.04 In the event of a lay-off, employees shall be laid off in reverse order of seniority within each of the following groups:
- Group 1 - Women's Counsellors, Outreach Counsellors and Relief Women's Counsellors
- Group 2 - Child Care Counsellors and Relief Child Care Counsellors
- Group 3 - Household Co-Ordinator
- Group 4 - Office Administrator/Bookkeeper
- 39.05 Any employee who is laid off shall be placed on a recall list for a maximum period of twenty-four (24) months.
- 39.06 Recall shall be in the reverse order of lay-off within each job group.
- 39.07 New employees shall not be hired until employees on lay-off have been given an opportunity of recall in accordance with Article 39.09(a).
- 39.08 The employer shall give employees who are to be laid-off as much advance notice as possible and in no case less than two (2) months or payment in lieu of two (2) months' notice, except for term employees where notice shall be four (4) weeks.
- 39.09 The following provisions shall apply any time there is a vacancy to be filled and there is at least one employee on the recall list:
- (a) Should a vacancy arise and there is no employee on the recall list within the job group in which the vacancy occurs, the position shall be posted in accordance with Article 43 (Staffing).
 - (b) All employees, including those on the recall list, shall be permitted to apply for the vacant position.
 - (c) If, pursuant to this article, an employee fills a vacancy in any job group other than the job group in which they worked immediately before being laid off, and a vacancy arises in that job group, they shall be given the opportunity to fill that vacancy without it being posted in accordance with Article 43 (Staffing), provided there is no employee on the recall list with more seniority in that job group.

ARTICLE 40

STATEMENT OF DUTIES

- 40.01 When an employee is hired or transferred to another position in the bargaining unit, the employer shall, before the employee is assigned to that position, provide them with a current and accurate written statement of duties of the position.
- 40.02 Upon written request, an employee shall be given a current and accurate statement of duties of their position.

ARTICLE 41

DISCIPLINE, SUSPENSION AND DISMISSAL

- 41.01 The employer may discipline an employee for just cause only.

Disciplinary action (except for dismissal) is intended to correct and deter further disciplinary infractions, not punish the employee. The employer shall use the least serious form of disciplinary action which will likely stop or deter further disciplinary infractions by the employee. A reduction in hours of work shall not be used as a disciplinary measure.
- 41.02 It is understood that the employer and staff have a commitment to addressing problems in a supportive way and ensuring an employee receives any assistance they need before suspension or dismissal actions are taken. It is agreed that the parties will attempt to resolve the problem through discussion and co-operation prior to resorting to formal discipline.
- 41.03 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 they may consult with their steward or union representative. At their request, the employee is entitled to have a union representative attend the meeting.
- 41.04 The employer shall notify the employee in writing of the alleged wrong doing and the proposed corrective action. If the employee or the union decides to grieve, the employee shall continue their employment with all rights and privileges until the matter is resolved, unless the alleged employee wrong doing is one which involves a danger to children, women identified and gender diverse individuals, staff of the employer or security of the workplace. Nothing

herein prevents the employer from suspending an employee with full pay and benefits until the issue is resolved through grievance, settlement or arbitration.

- 41.05 The responsibility for establishing just cause shall rest with the employer. In any subsequent grievance or arbitration hearing, the employer may not use evidence to establish proof of just 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 giving rise to it and they have been given an opportunity to respond to it in writing.
- 41.06 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 its usefulness.
- 41.07 An employee who is found to have been unjustly suspended or dismissed under this article, shall be reinstated with all rights and benefits retroactive to the date of suspension or dismissal.
- 41.08 Failure to grieve previous discipline or to pursue a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- 41.09 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 fourteen (14) calendar 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 them at any time. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

ARTICLE 42

EMPLOYEE PERFORMANCE REVIEW*

- 42.01* **The employer shall collaborate with each Employee in setting measurable objectives for the employee related to the effective delivery of service to the clients of Bryony House. The Employer and the**

respective employee shall evaluate progress made towards objectives at regular intervals. Each employee shall be given a their evaluation.

ARTICLE 43

STAFFING*

- 43.01*** Where the employer wishes to create and fill a new position, or fill a vacancy in an existing position, the employer shall **provide** notice of the position **electronically** for seven (7) days **in advance of the deadline date for acceptance of applications**. Employees not at work during the posting period, including those employees on a leave of absence, shall be notified by e-mail at least one week prior to the deadline date for acceptance of applications. Prior to taking an absence, an employee, if **they choose** to receive job posting information during **their** leave of absence, shall leave **their** forwarding contact information. **If an employee does not provide this information it will be deemed that they have requested to not receive job posting information during their leave.**
- 43.02 Clause 43.01 applies to all positions of the employer, whether in the bargaining unit or not.
- 43.03* When a position becomes vacant due to the granting of leave for a period of **four (4)** months or more, the position shall be posted for staffing. Where the leave of absence is extended at the request of the employee and at the discretion of the Employer, the Employer may grant an equal extension to the term employee for a maximum of twenty-one (21) months.
- 43.04* The notice shall specify the nature of the position, the desired qualifications, the hours of work (including any shift work required), the rate of pay (with the exception of a non-bargaining unit position), and the deadline date for applications to be received. All notices shall include "Bryony House is **committed to employment equity**."
- 43.05 Subject to the Workplace Diversity / Employment Equity Memorandum of Agreement in place, the employer agrees to fill bargaining unit positions from within the bargaining unit unless:
- a) no members of the bargaining unit apply; or
 - b) none of the applicants possesses the desired qualifications.
- 43.06 The hiring committee shall include an employee occupying a similar position (where one exists), selected on a rotational basis. A rotational list shall be provided by the union to the employer. Where a similar position does not exist,

the local shall name its representative. The employee on the hiring committee shall be paid for the time that it takes to screen resumes, complete the interviews and select a candidate.

The employee selected for the hiring committee shall be one who occupies or has occupied the position being filled or a similar position within the bargaining unit for a minimum of one year within the last three (3) years.

- 43.07* (a) **When an employee who has completed their probationary period applies for a position within their current classification:**

If only one employee applies for a position within their current classification, they will be appointed to the role. If multiple employees apply, selection will be based on their skills, abilities, experience, and qualifications. If these factors are similar among candidates, seniority will be the deciding factor.

- (b) **When an employee who has completed their probationary period applies for a Position in a Different Classification:**

Employees from a different classification will only be considered if there are no qualified candidates within the relevant classification. These applicants will be evaluated based on their skills, abilities, experience, and qualifications. If these factors are similar among candidates, seniority will be the deciding factor.

- 43.08 The qualifications set out in the notice shall bear a reasonable relationship to the duties of the job. In evaluating applicants against those qualifications, the hiring committee shall consider the following:

- a) the applicant's education;
- b) the applicant's experience within Bryony House;
- c) the applicant's experience outside of Bryony House;
- d) the applicants knowledge, skills and abilities;
- e) the applicant's job performance as determined by performance reviews, and
- f) any other consideration relevant to the qualifications set out in the notice including application of the Workplace Diversity / Employment Equity principles.

Any applicant from within the bargaining unit shall, upon request, be provided with the reasons they were not the successful applicant.

- 43.09* The employer shall fill a position with the most qualified candidate. If two or more applicants have relatively equal qualifications, seniority shall be the governing factor.
- 43.10 When the employer is able to make public the name of the successful candidate for any job posting, the employer shall post a notice containing the successful candidate's name.
- 43.11* a) The probationary period for a new employee shall be six (6) months for full-time, part-time and relief employees (as per Workplace Evaluation Policy). The probationary period may be extended up to an additional three (3) months for just cause. In the event an employee's probationary period is extended, the employer shall notify the employee **and the union** in writing. The written notification shall include the reason(s) for extending the probationary period, as well as reasonable objectives to be met by the employee during the extension.
- b) **The Employer shall conduct an appraisal of an employee while on a probationary period at approximately the midpoint of the probationary period in addition to a** written evaluation of the new employee **that** shall be completed in the last month of the probationary period.
- c) A new employee may have their employment terminated during the probationary period if they are judged by the employer to be unsuitable for permanent employment. **A probationary employee will not be terminated for reasons that are arbitrary, discriminatory, or in bad faith.**
- 43.12 A member of the bargaining unit who is appointed to a bargaining unit position under this article, shall have a trial period of one hundred forty (140) hours, during which time the employee may request, stating their reasons in writing, or the employer may require the employee, after a written evaluation, to return to the position they occupied prior to the appointment. Every effort shall be made to return them to their former position within one week. The employer may fill the employee's former position on a temporary basis during the one hundred forty (140) hour trial period.
- 43.13 A bargaining unit employee who takes another position within the bargaining unit on a short-term basis (for example, to cover a pregnancy leave) shall not suffer any loss of pay, benefits or seniority as a result of so doing.

- 43.14* Where the Board establishes a committee to hire a new Executive Director, **the Union** shall have a representative on that committee.

ARTICLE 44

HEALTH AND BENEFIT PLANS*

44.01* **Group Insurance Benefits**

- a) Subject to the provisions of this article, the employer agrees to continue participating in the group insurance plan and to pay 50% of the cost of the plans and eligible employees shall pay 50% of the cost. All entitlements are subject to the terms of the Plan.
- b) The employer agrees to pay 50% of the cost of the premiums for all full-time, part-time, job-share and relief employees who participate, and who meet the eligibility criteria of the plan.
- c)
 - (i) If the Employer proposes to change the plan, the Employer shall give notice to the Union and provide time for the Union to assess the proposed changes. Any proposed changes must be upon mutual consent.
 - (ii) All bargaining unit members must participate in the plan unless the employee provides proof of alternate medical / dental coverage.
- d) An employee on a leave of absence for a period exceeding three months may continue to be covered by the Group Health Insurance Benefits Plan provided they pay 100% of the premiums and provided they continue to be eligible for coverage under the terms of the policy. The agreement to continue must be in writing **and be provided to the Employer by the last working day of the month during which the leave began. Any additional information to facilitate the continuation of benefits required by the employer shall also be provided by the employee by the last working day of the month during which the leave began. Should an employee not notify the employer of their decision or provide the required information they will have their coverage suspended for the duration of their leave.**
- e) An employee may discontinue coverage provided by the Medical and Dental Plan if they provide proof of alternate coverage. However, they must continue to pay the premiums for Critical Illness, EAP and Life Insurance. The termination request must be made in writing.

- f) New employees who qualify shall have access to a copy of the benefits plan and shall be notified when coverage commences. Plan contract information shall be available to employees.
- g) Total employee premiums shall be included yearly on an employees T-4 slip.

44.02* **Pension Plan**

An employee pension plan in the form of an RRSP shall be maintained for all employees who have completed their probationary period and who work an average of more than twelve (12) hours per week and who wish to participate. Total contributions shall be set at **9%** of gross earnings, with the employer contributing 50% and the employee contributing 50% of the required contributions. On termination of employment, the amount accumulated in the RRSP on behalf of the employee shall be transferred to an RRSP in the employee's name.

Effective April 1, 2025: increase total contribution to 11% (5.5% for each of the Employer and the employee).

Effective March 31, 2026: increase total contribution to 13% (6.5% for each of the Employer and the employee).

An employee who wishes to join the RRSP or terminate participation in the RRSP must do so in writing.

ARTICLE 45

GRIEVANCE PROCEDURE*

- 45.01 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 duties of union stewards 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.
- 45.02 A grievance shall be defined as a complaint in writing submitted by an employee, a group of employees or the union on behalf of an employee or a group of employees as a result of difference arising out of the interpretation, application, administration or alleged violation of this collective agreement or,

by an employee where the employee feels that the employer has acted unjustly or improperly.

45.03 The employer agrees that a representative of the Alliance may be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an employee or the union, and to attend meetings called by the employer. The representative must request permission for access from the authorized employer representative. Permission shall not be unreasonably withheld.

45.04 "Day", for the purpose of this article, means any day that is not Saturday, Sunday or one of those described in Article 30 (Designated Paid Holidays) of this Agreement.

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

45.06* **Grievance Procedure**

Step 1

The grievance shall be submitted to the **an employee's immediate supervisor** within fifteen (15) days of discovery of cause for a grievance. The **Employer** shall convene a meeting with the grievor and their union representative to discuss the grievance and give their written decision, with reasons, within fifteen (15) days of receipt of the grievance.

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 fifteen (15) 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 Executive Director or their designate(s). On receipt of the grievance, the Executive Director or their designate(s) shall convene a meeting with the grievor and their representative to discuss the grievance and, within fifteen (15) days of receipt of the grievance, they shall give their written decision to the grievor and their representative, with reasons.

Step 3

Failing a satisfactory resolution at Step 2, or, to receive a written decision at Step 2, the grievance may be referred to the Department of Labour and Advanced Education, Conciliation and Mediation Services (CMS) for mediation if both parties agree, or the grievance may be referred directly to arbitration. For greater clarity, the referral to either CMS or to arbitration shall occur within 15 days of failure to receive a satisfactory resolution at Step 2 4 or to receive a Step 2 written decision.

The Executive Director or designate shall keep the Board informed of the status of all grievances.

- 45.07 On referral of a grievance to arbitration or to CMS, the union shall give written notice of the referral to the employer. On receipt of the notice of referral to arbitration, the employer may suggest an alternate arbitrator. If agreement on the arbitrator is not reached within twenty-one calendar days, either party may apply to the Minister of Labour and Advanced Education 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.
- 45.08 The arbitrator shall not have the power to change this Agreement nor to alter, modify or amend any of its provisions; the arbitrator may, however, amend a grievance, modify penalties or dispose of a grievance by any arrangement which they deem just and equitable.
- 45.09 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.
- 45.10 If the grievor or the union 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.
- 45.11 The time limits fixed in this article may be extended by the mutual consent of the parties.
- 45.12 Any mutually agreed written changes to this collective agreement shall form part of the collective agreement and are subject to the grievance and arbitration procedure.
- 45.13 No grievances shall be defeated by any formal or technical objection and the arbitrator shall have the power to allow all pertinent information to the grievance 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.

ARTICLE 46

TECHNOLOGICAL CHANGE

- 46.01 Technological change means the introduction 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 of that equipment or material.
- 46.02 The employer shall give the union and the employee(s) who may be expected to be affected by the change, at least thirty (30) days notice of the planned introduction or implementation of the technological change.
- 46.03 The employer shall seek ways and means of minimizing adverse effects on employees which may result from the technological change.
- 46.04 Where the employer has given notice of the planned introduction of a technological change, the employer and the affected employees shall undertake to meet within the next fifteen (15) days to consult in an effort to reach agreement on solutions to minimize the adverse effects on employees which may result from the change.
- 46.05 Training necessary for the implementation of the technological change shall be provided. Expenses involved in training shall be paid by the employer. The employee's salary shall continue to be paid during training.

ARTICLE 47

HEALTH AND SAFETY*

- 47.01 The employer, the union and the employees shall co-operate in the implementation of safety and health measures which will provide working conditions which are consistent with the preservation of the employees' health, safety, physical and mental well-being.
- 47.02 The employer, the union and the employees shall follow the provisions of the Nova Scotia *Occupational Health and Safety Act* and this shall serve as a guideline for safety practices within the workplace, including any regulations obligations with respect to violence in the workplace.
- 47.03 The employer and the union shall maintain a health and safety committee and the employer recognizes the right of the union to participate in the formation and operation of this committee. The committee shall be made up of a minimum of two (2) employer representatives and a minimum of two (2)

members from the union. The parties shall have equal representation on the committee.

At each meeting of the health and safety committee minutes shall be recorded. At a reasonable time after the meeting, the minutes that have been recorded and signed by the recorder, shall be distributed to each member of the committee as per (Article 8.07) on Committee Meetings.

47.04 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 applicable rate of pay.

47.05 **Injury on Duty**

The employer agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital and, from there, to their 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:

- a) injury on duty, or
- b) serious ailment which occurs on duty.

47.06 Where an employee is injured at work and is sent home by the employer or is required to leave work for treatment, the employee shall receive payment for the entire shift at their regular rate of pay.

45.07 Where the employer requires an employee to undergo a medical examination by a designated qualified practitioner, chosen by the employee and approved by the employer, the examination shall be conducted at no expense to the employee. Any follow up information requested by the Employer will be at no expense to the employee.

47.08* **If the employer requires an employee to take first aid courses the Employer shall assume the costs of these courses. Employees required to take first aid training shall be granted time off with pay for the duration of the courses.**

47.09 The employer shall provide a first aid kit in a convenient work location and make it accessible and available to employees at all times. It shall be the responsibility of the Health and Safety Committee to monitor the contents of the first aid kit.

ARTICLE 48

JOINT CONSULTATION

48.01 Mutual Benefits

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

48.02 Opportunity to Consult

The Employer agrees that new policies shall not be introduced and existing regulations or directives shall not be cancelled or amended, and the place of employment shall not be relocated, where such policies, regulations, directives or relocations affect conditions of employment or working conditions not governed by this Agreement, until such time as the bargaining unit has been given a reasonable opportunity to consider and to consult on the employer's proposals.

ARTICLE 49

COPIES OF AGREEMENT

49.01 In addition to its obligation under Article 7.06, the employer agrees to post a copy of the Agreement in the main office. The employer shall e-mail a copy of the collective agreement to all employees who have provided an e-mail address. If an employee does not have access to e-mail and requests a printed copy of the collective agreement, the employer shall provide a printed copy of the collective agreement to that employee within seven (7) working days of the request.

ARTICLE 50

AGREEMENT RE-OPENER

50.01 The Alliance and the Employer may amend in writing any provision of this Agreement (with the exception of the term) during the life of the Agreement by mutual consent.

ARTICLE 51

DURATION AND NOTICE TO BARGAIN*

- 51.01* The provisions of this Agreement shall be binding and remain in effect from April 1, **2024** to March 31, **2027** and shall continue from year to year thereafter unless either party gives notice in writing to the other party within the ninety 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.
- 51.02 If negotiations extend beyond the date of termination of the Agreement, a revision in terms mutually agreed to shall apply retroactively unless otherwise specified.

SIGNING PAGE

Halifax 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: HALIFAX TRANSITION HOUSE
ASSOCIATION**


Samantha Allen, Board Chair


Rachel Shepherd, Executive Director

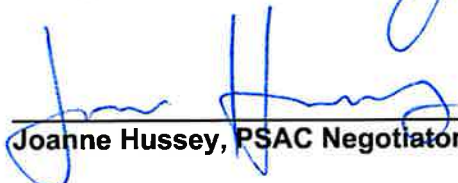
**FOR: THE PUBLIC SERVICE ALLIANCE
OF CANADA
AND LOCAL 80022**


Chris DiLiberatore, REVP Atlantic


Nicole Goldsworthy, Bargaining Team
Member


Carlene Bandy, Bargaining Team Member


Carolyn Abbey, Bargaining Team Member


Joanne Hussey, PSAC Negotiator

Date: May 29, 2025

ANNEX "A" RATES OF PAY*

Wages (Economic Adjustments)

Wage increments pursuant to funding as provided by the Province of Nova Scotia, shall be as follows:

April 1, 2024 – 3%
April 1, 2025 – 2 %
April 1, 2026- 2%

All current employees as of the date of ratification shall be placed at step 5 of the new scale effective April 1, 2024.

Recognition of Prior Experience

New Employees may be given recognition for previous experience, subject to submitting evidence satisfactory to the Employer previous experience for the purpose of initial placement on the wage scale. An employee must submit the evidence within 30 days of commencement of employment.

Counsellor	Expired Hourly Rate	Expired Approx. Annual Rate	Classification Adjustment		% Increase: 3.00%		% Increase: 2.00%		% Increase: 2.00%	
			Apr.01-24 Hourly Rate	Apr.01-24 Approx. Annual Rate	Apr.01-24 Hourly Rate	Apr.01-24 Approx. Annual Rate	Apr.01-25 Hourly Rate	Apr.01-25 Approx. Annual Rate	Apr.01-26 Hourly Rate	Apr.01-26 Approx. Annual Rate
Step 1			\$29.05	\$52,877.00	\$29.92	\$54,463.31	\$30.52	\$55,552.58	\$31.13	\$56,663.63
Step 2			\$30.50	\$55,504.00	\$31.41	\$57,169.12	\$32.04	\$58,312.50	\$32.68	\$59,478.75
Step 3			\$32.23	\$58,662.00	\$33.20	\$60,421.86	\$33.86	\$61,630.30	\$34.54	\$62,862.90
Step 4			\$34.03	\$61,939.00	\$35.05	\$63,797.17	\$35.75	\$65,073.11	\$36.47	\$66,374.58
Step 5	\$29.92	\$54,454.40	\$35.71	\$65,000.00	\$36.79	\$66,950.00	\$37.52	\$68,289.00	\$38.27	\$69,654.78

*Probationary Rate - expired hourly rate \$ 28.53 / Expired Approx. Annual Rate \$51,925

ANNEX "B"

HARASSMENT, BULLYING AND ABUSE OF POWER

HALIFAX TRANSITION HOUSE ASSOCIATION

1.0 POLICY

The Halifax Transition House Association (HTHA) is committed to providing an environment, within the workplace and at HTHA-sponsored functions, that is free of harassment, bullying and abuse of power. It is incumbent upon members of the Board, employees, partners/other service providers, and volunteers to foster a climate of understanding, cooperation and mutual respect and NOT to tolerate or condone behavior that constitutes harassment, bullying or abuse of power.

This Policy is intended to reflect HTHA's commitment to promoting a positive workplace, ensuring that complaints and allegations of harassment, bullying or abuse of power are dealt with in a manner that allows for a fair hearing, without fear of embarrassment or reprisal. The Employer will deal with issues under this Policy within a reasonable time frame given the circumstances.

Confidentiality will be observed to the degree possible under the circumstances.

2.0 DEFINITIONS

Harassment: Harassment comprises any unwelcome or objectionable, physical, verbal, or visual conduct, comment or display, whether intended or unintended, that is: insulting, humiliating or degrading to another person, or creates an intimidating, hostile or offensive environment and/or is, on the basis of race, ethnicity, language, financial ability, religion, gender or sexual orientation, disability or age, or any other kind of discrimination on grounds prohibited by the Nova Scotia *Human Rights Act* and which is exhibited by a member of the HTHA Board, employees, HTHA partner(s)/other service providers, and/or volunteer, or any third party with whom the HTHA conducts its business. Harassment, by definition for the purposes of this Policy, is conduct, behaviour or comment directed at

and offensive to any Board member, employee, HTHA partner/other service provider, any third party supplier or volunteer or any other individual or group that the person knew or reasonably ought to have known would be offensive (example: unintended comments).

- * For the purposes of this Policy, harassment includes sexual harassment, cyberbullying, harassment in the workplace, and/or any location where Board members, employees, HTHA partners/other service providers and volunteers are engaged in HTHA business including, but not limited to, organized social/educational events, meetings in the community, and during HTHA-related travel.

Sexual Harassment: Sexual harassment means any unwelcome conduct, comment, gesture, or contact of a sexual nature. Sexual harassment may occur on a one-time basis or in a continuous series of incidents/events that:

- Might reasonably be expected to cause offence, embarrassment, or humiliation, and/or,
- Might reasonably be expected to be perceived as placing a condition of a sexual nature on employment, services, or on any opportunity (example: training, advancement, etc.).

Examples of Gender-Based and Sexual Harassment include the following:

- Demanding hugs
- Invading personal space
- Making unnecessary physical contact, including unwanted touching, etc.
- Using language that puts someone down based on their gender, including sex-specific derogatory names, comments about someone's physical characteristics or mannerisms, and/or making comments or treating someone badly because they don't conform with sex-role stereotypes
- Leering or inappropriate staring
- Showing or sending pornography, sexual pictures or cartoons, sexually explicit graffiti, or other sexual images (including on-line or in any other forum)

- Sexual jokes, including passing around written sexual jokes (including by email)
- Rough or vulgar humor or language related to gender
- Using sexual or gender-related comments or conduct to bully or harass someone
- Spreading sexual rumors (in person, writing, or on-line), making suggestive or offensive comments or hints about members of a specific gender
- Making sexual propositions
- Verbally abusing, threatening, or taunting someone based on gender
- Demanding liaisons or sexual favors
- Bragging about sexual prowess
- Asking questions or talking about sexual activities
- Making employees dress in a sexualized or gender-specific way
- Acting paternally in a way that someone thinks undermines their self-respect or position of responsibility
- Making threats to penalize or otherwise punish a person who refuses to comply with sexual advances

* **Abuse of Power:** Abuse of power occurs when a Board member, employee, HTHA partner/other service provider or volunteer abuses or misuses their power and discretion for personal gain, the benefit of another person, or the disadvantage of an individual. Abuse of power, for the purposes of this Policy, includes situations that involve a reporting relationship, or any situation where one, or more, individuals allege an advantage, or disadvantage, by one individual or group of individuals.

* **Bullying:** Bullying includes offensive, cruel, intimidating, insulting or humiliating behavior and includes, but is not limited to, physical violence or the threat of physical violence. Bullying can be physical or verbal, direct or indirect (example: gossip and cyberbullying). For the purpose of this Policy, bullying is considered harassment, unless there is physical contact or a threat of violence, where it is considered violence.

3.0 EXCEPTIONS

Performance management of an employee by a supervisor for legitimate work purposes does not constitute harassment unless that management is conducted in a manner that violates this Policy.

Workplace conflict is adverse, unfavourable or negative interpersonal interaction between two individuals or groups. Workplace conflict is not always harassment, bullying or abuse of power. Supervisors must also deal with workplace conflict even if the conflict does not fit within this Policy.

For the purposes of this Policy, one's supervisor is the individual who has overall authority and responsibility for an employee's work. For example: The Executive Director's "supervisor" would be the HTHA Board Chair, an employee's supervisor is the individual to whom they have reporting responsibility, volunteers are responsible to a staff member, etc.

4.0 PROCEDURES

4.1 Prevention

Preventing harassment, bullying and abuse of power should always be a priority for Board members, employees, HTHA partners/other service providers and volunteers. As such, it is the duty of these individuals:

- to promote positive, respectful, and appropriate behavior, by providing education on this policy to all employees, board members, management, students, and volunteers.
- to discourage inappropriate activities, comments, and behaviors, and
- to report all suspected harassment/bullying/abuse of power promptly and as outlined in this Policy.

4.2 Responsibility

- * HTHA Board Members, employees, HTHA partners/other service providers and volunteers shall:
 - Contribute to a positive work environment
 - Identify, discourage and report comments or activity that are contrary to this Policy (this may include advising people, or the alleged harasser, that their comments/activities are unwelcome, if comfortable to do so).
 - All individuals are responsible to eliminate any aspects of the work environment that are not in keeping with this Policy, whether or not a complaint has been made.

4.3 Reporting Harassment, Bullying or Abuse of Power

- * Where an individual believes that harassment, bullying or abuse of power may have occurred, they shall notify their supervisor as soon as reasonably possible. Complainants are encouraged to document the alleged violation. If the complainant requires assistance in completing any written complaint, the need for assistance should be made known to the Executive Director. (See 4.4 if the alleged harasser is the Executive Director)

HTHA is committed to investigating each incident which appears to violate this Policy when HTHA becomes aware of the alleged violation. The investigation will take into account the impact of such allegation on all parties. HTHA will, taking into account the circumstances of each case, make every reasonable effort to complete any investigation as soon as possible. However, this commitment must allow for the right of the accused person to have an opportunity to respond to the alleged violation and is subject to the obligation to gather relevant information and interview witnesses other than the complainant and the accused.

* **4.4 Responding to a Report of Harassment, Bullying or Abuse of Power**

When an individual is advised of circumstances of alleged harassment, bullying, or abuse of power, the circumstances may be very sensitive, and complex.

If Board members allege a violation of this Policy the alleged violation will be addressed by Executive members who are not in a conflict of interest, including any necessary follow up of the situation.

When the complaint alleges inappropriate actions by the Executive Director or a member of the Board, the individual, and/or the employee who alleges a violation of this Policy or the person who has received such information, shall:

- Report the information as soon as those affected become aware that the alleged harassment has taken place, verbally and in writing, to the Executive Committee of the HTHA Board and who are not in a conflict for further investigation and action.
- The investigation, resolution procedure, and the process should to the extent possible parallel the process outlined below.

When an allegation of harassment, bullying, and/or abuse of power occurs and involves an employee, volunteer, or HTHA partner/other service provider, the individual /supervisor shall:

- Inform the Executive Director as soon as they become aware that harassment has taken place;
- The Executive Director shall then investigate the circumstances and determine the action(s) to be taken, and by whom.

In every circumstance both parties and any potential witnesses shall be interviewed. Those individuals against whom a violation is alleged will be given an opportunity to respond to the allegation.

The Executive Director, or someone designated by the Executive Director as acting in their stead shall then determine a course of action to deal with the situation. This course of action may include, but is not be limited to,

- Determining whether or not the allegation is founded in fact
- Referral to law enforcement personnel
- Verbal or written apologies
- Verbal warning to either, or both, of the parties
- Written warning to either, or both, of the parties
- Letter of reprimand or suspension or other appropriate discipline
- Alteration in employment duties, on a short- or long term basis
- Termination of employment or volunteer duties
- Other sanctions as deemed appropriate by the Executive Director (or the Executive Committee of the HTHA Board when responsible for managing the complaint).
- Mediation of the complaint, depending upon the circumstances and with consent of both parties,
- Other measures as the Employer may deem required.

* The determined course of action will be provided to the complainant(s), the respondent(s) and the Union, in writing.

MEMORANDUM OF AGREEMENT

Labour Management Committee (LMC)*

Name: Halifax Transition House Association

Authority: Bryony House Management
Public Service Alliance of Canada, Local 80022

Membership:

- Employer **up to Two (2) representatives**
- Union **up to Two (2) representatives**

Guests: As agreed by the committee membership when required. A resource person(s) may be invited to attend a portion of a meeting from time to time if the committee members agree that such a person is needed to bring information or expertise on a relevant issue.

Purpose:

- For the mutual benefit derived from joint consultation for the purpose of facilitating communication on matters of labour relations.
- To reduce the number, and minimize the impact of, workplace concerns.

The LMC will not:

- Review filed grievances or change or modify the Collective Agreement.
- Discuss any issues on personnel matters.

Schedule:

- Meetings shall be scheduled every second month, or more or less frequently if mutually agreed. Meetings shall not be scheduled in July and August.
- Time of meeting as mutually agreed by committee membership.
- **Meeting dates and times will be set for the full calendar year at the first meeting of each year. The parties agree that set meeting dates may need to be changed to accommodate scheduling issues and will be re-scheduled to the next soonest date the parties are available.**

Agenda: **An Agenda will be circulated the week prior to each meeting.**

Responsibility for updating and circulating the agenda will be the responsibility of the party scheduled to chair the upcoming meeting.

The party responsible for updating and circulating the agenda will make a call for agenda items from the parties in advance of circulating the agenda.

If no new agenda items are put forward the parties agree that the meeting may be cancelled and a written report on the standing items will be provided by the Employer to the Union committee membership.

Standing Agenda Items will include:

- A financial report prepared by the Employer**
- Notice of any recent or upcoming policy changes affecting staff**
- Opportunities for training and development**

Commitment: ▪ Both the Employer and the Union agreed to fully participate within the mandate set out above.

Responsibilities: ▪ Members exhibit respect for opposing views.

 ▪ Chairing of the meeting will rotate between parties.

MEMORANDUM OF AGREEMENT

Violence Risk Assessment

- 1.0 For the purpose of this MOA, violence is defined as threats, including a threatening statement or threatening behaviour that gives an employee reasonable cause to believe that they are at risk of physical injury and/or conduct or attempted conduct of a person that endangers the physical health or physical safety of another.
- 2.0 The Employer will conduct a violence risk assessment annually or at any other time when deemed appropriate to determine if there is a risk of violence in the workplace and prepare a written report concerning the violence risk assessment detailing the extent and nature of any risk identified by the assessment.
- 3.0 In conducting a violence risk assessment, the Employer must take all of the following into consideration:
 - (a) violence that has occurred in the workplace in the past;
 - (b) violence that is known to occur in similar workplaces;
 - (c) the circumstances in which work takes place;
 - (d) the interactions that occur in the course of performing work;
 - (e) the physical location and layout of the workplace.
- 4.0 The Employer must consult with the health and safety committee when conducting a violence risk assessment and must provide the committee with a copy of the written report of the assessment.
- 5.0 The Employer must consult with all Occupational Health and Safety representatives when conducting a violence risk assessment to gain their input on risks of violence in the workplace, and must provide the representative with a copy of the written report of the assessment.
- 6.0 A new violence risk assessment is required when:
 - (a) the Employer becomes aware of a type of violence occurring in similar workplaces that was not taken into consideration when the previous violence risk assessment was conducted;
 - (b) there is significant change in any of the following:
 - (i) the circumstances in which work takes place,
 - (ii) the interactions that occur in the course of performing work,

- (iii) the physical location or layout of the workplace,
 - (c) the Employer plans to construct a new facility or renovate an existing facility;
 - (d) the Employer is ordered to do so by an Occupational Health and Safety Officer of the Province of Nova Scotia.
- 7.0 In accordance with the procedure in the Employer's workplace violence prevention plan, the Employer shall provide adequate training on all of the following for any employee who is exposed to a significant risk of violence:
- (a) The rights and responsibilities of employees under the Occupational Health and Safety Act;
 - (b) The workplace violence prevention statement;
 - (c) Measures taken by the Employer to minimize or eliminate the risk of violence.
 - (d) How to recognize a situation in which there is a potential for violence and how to respond appropriately;
 - (e) How to respond to an incident of violence, including how to obtain assistance;
 - (f) How to report, document and investigate incidents of violence.
- 8.0 The Employer shall ensure that incidents of violence in the workplace are documented and investigated promptly, but at least within 7 calendar days, to determine their causes and the actions needed to prevent reoccurrence.
- 9.0 The Employer shall ensure that notice of the actions taken to prevent reoccurrence of an incident of violence are given to any employees affected by the incident of violence, the joint health and safety committee, and the designated union representative within two weeks of the incident.
- 10.0 The Employer will check in with any employees who have been exposed to or affected by violence in the workplace, within 3 calendar days, to discuss a time to have an appropriate debriefing(s). Such debriefing(s) shall be provided at a time determined in consultation with the employee(s) and guided by that consultation. The employee(s) have a right to postpone a debriefing. The Employer must provide an employee who has been exposed to or affected by violence at the workplace with an appropriate debriefing, performed by the Employee Assistance Program (EAP), and must advise the employee to consult a health professional of the employee's choice for treatment or counselling.
- 11.0 An employee has a duty to report all incidences of violence in the workplace to the Employer.

MEMORANDUM OF AGREEMENT

On Shift Scheduling

1. The parties agree that the Shift Schedule incorporated into this MOA and attached at Exhibit "A" shall be the Shift Schedule. In the event of a conflict between the MOA and the Schedule, the Schedule shall prevail.
2. This schedule shall be reviewed by the parties six (6) months after implementation and such other periods as shall be mutually agreed by the parties.
3. The parties agree that the attached Shift Schedule will be reviewed for the new facility.
4. The parties agree to increase the complement of women's counsellor relief shift to six (6) subject to review after 6 months.
5. Should any issues regarding implementation be identified by either the Employer or the Union during the term of the MOA, the parties agree that a meeting will be convened between Management and the Union Executive within two weeks of the identification of the issue.
6. It is understood that should employees switch shifts, that any loss of hours will not be rescheduled or paid, as per Article 31.05 of the Collective Agreement and any other relevant provisions.
7. The Employer and the Union agree to meet with members of the Childcare Relief Team to discuss the new schedule as soon as possible.
8. The parties agree that the conversion to the new schedule will occur on July 29, 2019.
9. The Employer agrees that it will make best efforts to approve vacation requests currently received.

MEMORANDUM OF AGREEMENT

Provision of Long-Term Disability Benefits*

Whereas the Employer and the Union are committed to improving the economic conditions of women identified and gender diverse individuals as workers and in their retirement years; and

Whereas the Employer and the Union have agreed to co-operate in the implementation of safety and health measures which will provide working conditions which are consistent with the preservation of the employees' health, safety, physical and mental well-being;

Therefore, it is agreed that, within six months of the effective date of this Collective Agreement, the feasibility of a Long-Term Disability Benefit as part of the group insurance benefits available to employees will be added as a discussion item on the agenda for a Labour Management Committee meeting.

MEMORANDUM OF AGREEMENT

Hours of Work*

The Parties agree to meet within 60 days of signing the agreement to discuss the following:

- The process for assigning shifts in accordance with 31.04**
- The process for relief staff to schedule amongst themselves non-emergency or regularly scheduled relief shifts needing coverage.**
- The timeframe in which an employee called to fill a shift has to respond before the next employee is contacted**
- Develop a shared understanding of what it means for shifts to be allocated in a way that is fair, equitable and voluntary**

The parties agree to continue to allocate shifts based on the Collective Agreement which expired March 31, 2024 until such a time as a new process has been agreed.

MEMORANDUM OF AGREEMENT

Surveillance*

Within six months of the signing of this agreement the parties agree to review all existing policies related to the use of surveillance cameras and related equipment to ensure that such equipment is being used for the sole purposes of safeguarding assets and enhancing the safety of residents and employees, and to confirm that such equipment is not being used to monitor the regular work of employees.

MEMORANDUM OF AGREEMENT

Responsible Use of Artificial Intelligence*

The parties agree that the responsible use of Artificial Intelligence in the workplace shall be added as a discussion item on the agenda for a Labour Management Committee meeting.