

COLLECTIVE AGREEMENT

BETWEEN

THE AKOMA FAMILY CENTRE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL UNION 3306**

(Expires on March 31, 2026)

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THIS AGREEMENT made

BETWEEN: THE AKOMA FAMILY CENTRE,
hereinafter called "The Employer",

Party of the First Part

AND CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3306,
hereinafter called "the Union",

Party of the Second Part

ARTICLE 1 - PREAMBLE

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

- 1) To promote the well-being, care, growth and development of the residents of the Akoma Family Centre in a professional, caring environment, recognizing the special role played by the Akoma Family Centre and its employees as role models to the residents.
- 2) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- 3) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 4) To encourage efficiency in operations.
- 5) To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

2.02 Without limiting the generality of the foregoing, the Union recognizes and acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;

- (b) hire, determine qualifications, assign work, make rules, classify, select, promote, demote, transfer, discipline, suspend, lay-off or discharge any employees covered by this agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 Bargaining Unit - The Employer recognizes the Canadian Union of Public Employees and its Local 3306 as the sole and exclusive collective bargaining agent for all of its full-time and regular part-time employees save and except the Executive Director, Youth Care Supervisors, Social Worker Operations Manager and Administrative Support and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act, and hereby agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for special projects and for the purpose of instruction, experimenting, or unanticipated circumstances or emergencies when regular employees are not available and provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of any employee or reduce the bargaining unit.
- 3.03 This agreement applies to only full-time employees, part-time employees and temporary employees except where this agreement provides otherwise. It does not apply to casual employees, grant paid employees or students whether summer or otherwise. However, it is understood that the employment of grant paid employees or students will not result in job loss to employees in the bargaining unit.
- 3.04 (a) Full-time employee means one who is regularly scheduled to work in a permanent position and who works the hours set out in Article 17.

(b) Part-time employee means one who is employed on a regularly scheduled basis but who works less than the schedule for a full-time employee, and they shall be entitled to all benefits on a pro rata basis.

Part-time employees requesting extra hours available shall be given preference for work up to and including full-time hours except when such extra hours would result in overtime payment.

All part-time employees shall indicate to the Employer in writing on the Part-time Availability Form attached as Schedule "B" whether or not the employee is interested in the assignment of additional shifts beyond their designation of full-time hours. A part-time employee may be assigned additional shifts up to the point of their

willingness to work additional shifts. Additional shifts which become available before the posting of the schedule will be assigned to part-time employees in order of seniority except where there is no Part-time employee available and willing to work, in which case casuals will be assigned such shifts. Shifts that become available after the posting of the schedule will be offered to Part-time employees in order of seniority except where there are no Part-time employees available and willing to work, in which case casuals will be offered such shifts.

A Part-time employee is permitted to submit a revised Part-Time Availability Form indicating availability on a quarterly basis.

- (c) Temporary employee means one who is hired for a designated period in excess of 30 working days to relieve sickness, leave of absence or other reason, but does not include any person hired to fill a regular job vacancy or a new position. A temporary employee hired for a designated period of less than six (6) months shall be paid six percent (6%) of their wages and shall not be entitled to receive any benefit under this Agreement.

Employees in temporary positions of over six (6) months or more will have access to all articles, except for Article 26 – Employee Benefits, of the collective agreement for which they qualify.

Without limiting the generality of the foregoing, a temporary employee who is hired for a designated period of less than six (6) months shall not be entitled to receive the benefits under Article 13 - Discharge, Suspension and Discipline, Article 14 - Seniority, Article 15 - Promotion and Staff Changes, Article 16 - Layoffs and Recalls, Article 19 - Holidays, Article 20 - Vacations, Article 21 - Sick Leave Provisions, Article 23 - Leave of Absence, Article 26 - Employee Benefits.

- (d) Casual employee means one who is employed on a casual basis and such an employee is not a member of the bargaining unit.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that no employees shall in any manner be discriminated against on account of membership or non-membership in the Union, in any labour organization or by reason of race, colour, creed, ancestry, sex, marital status, religious belief, political affiliation or activity, sexual orientation, place of residence, national origin, age or physical handicap in accordance with the *Human Rights Act of Nova Scotia* subject to the exceptions provided in the *Act*. Any other provisions of the *Human Rights Act* shall also apply.

- 4.02 The Employer and the Union agree to co-operate in formulating and implementing a program designed to ensure equal employment opportunity for all employees. To this end, the Labour Management Committee shall review all aspects of employment for evidence of differential treatment of employees by sex, or other reasons mentioned in 4.01, and to recommend the necessary measures for eliminating such practices.

The recommendations shall deal with, but not be limited to, group welfare and pension plans. hiring, promotion and transfer policies, testing procedures, access to on-the-job training and educational advancement, classification schemes, job evaluation systems, wage and salary rates, provisions related to maternity and childcare requirements, etc.

The Employer agrees to provide the Committee with access to such personnel data and other documents relevant to its function as may be requested by it. The implementation of the recommendations of the Committee shall become the subject of collective bargaining between the parties.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

- 5.01 All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 Check-Off Payments - The Employer shall deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and By-Laws. The Employer shall provide the Union with a list of all employees in the bargaining unit. The list will include the employee's name, job title, home mailing address, home telephone number, and work email.
- 6.02 Deductions - Deductions shall be made from each bi-weekly pay and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, Ontario K1G 0Z7, not later than the 15th of the month following the month for which such deductions were made, accompanied by a list of names, addresses, and classifications of employees from whose wages the deductions have been made. A copy of that list will also be forwarded to the Secretary-Treasurer of the local.
- 6.03 Dues Receipts - At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

- 6.04 The Union shall indemnify the Employer, its officers, employees and agents and hold it or any of them harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action taken by it, them, or any of them for the purpose of complying with the provisions of this article.
- 6.05 Employee/Member Contact Information - The Employer shall provide the following information annually and shall provide it in electronic form:
- (a) The name of each employee
 - (b) The mailing address and telephone number (if available) of each employee;
 - (c) The personal email address of each employee (if available); and
 - (d) The employee's employment status (such as full-time, part-time, temporary, or casual)

To Ensure accurate information all employees shall annually and no later than March 31st of each year, confirm their current mailing address, telephone number, and email address. If this information changes throughout the year, the employee shall advise the employer in writing as soon as possible.

ARTICLE 7 -THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 New Employees - The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- 7.02 Copies of Agreement
- (a) On commencing employment in a bargaining unit position, the Executive Director or Designate shall introduce the new employee to a union officer and provide them with a copy of the collective agreement.
 - (b) Within thirty (30) days of a new employee commencing employment, the Employer shall inform a member of the Union's executive of the new employee. An Officer of the Union shall be given an opportunity, at a time specified by the Employer, to interview each new employee within regular working hours, without loss of pay, for a maximum of (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the Collective Agreement.

- 7.03 Notification of New Hires - The Union shall be notified of the full name, position and employment status, start date and work location of all employees hired into the bargaining unit prior to the first day of employment.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Executive Director or Designate and the Union President or Designate.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 Establishment of Committee - A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.

The Committee shall enjoy the full support of both parties in the interests of improved care to the residents and job security for the employees.

- 9.02 Function of Committee - The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending care to the residents.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

- 9.03 Meetings of Committee - The Committee shall meet quarterly or as requested at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

- 9.04 Chairperson of the Meeting - An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

- 9.05 Minutes of Meeting - Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within two weeks following the meeting.

- 9.06 Jurisdiction of Committee - The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

- 10.01 Representation - The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 10.02 Union Bargaining Committee - A Union Bargaining Committee shall be elected and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.
- 10.03 Function of Bargaining Committee - All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.
- 10.04 Representative of the Canadian Union of Public Employees - The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 10.05 Time off for Meeting - Any representative of the Union Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration. Meetings shall be planned and work scheduled so that not more than two (2) members of the committee must claim remuneration on any one occasion.
- 10.06 The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans, required for collective bargaining purposes.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 Definition of Grievance - A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the collective agreement.
- 11.02 Recognition of Union Officers and Grievance Committee - In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Officers. The Union Officers shall assist any employee whom the Union represents, in preparing and presenting the employee's grievance in accordance with the grievance procedure. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance with the authorization of the Director, which authorization shall not be unreasonably denied.
- 11.03 Names of Officers - The Union shall notify the Employer in writing of the name of each Officer before the Employer shall be required to recognize them.
- 11.04 Grievance Committee - The Officers selected and/or elected from the Akoma Family Centre, along with the representative of the Canadian Union of Public Employees, shall constitute the Grievance Committee.
- 11.05 Permission to Leave Work on the Premises - The Employer agrees that Officers shall not be hindered, coerced, restrained or interfered with in any way in the performance of their union duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Officer is employed full time by the Employer and that they will not leave their work during working hours except to perform their duties under this agreement. Therefore, no Officer shall leave their work without obtaining the permission of their supervisor or on call manager, which permission shall not be unreasonably withheld.
- 11.06 Settling of Grievances - An earnest effort shall be made to settle grievances fairly and properly in the following manner:

Step 1

The aggrieved employee(s) will submit the grievance to their Union Officer. If the employee's Union Officer is absent, the employee may submit their grievance to a member of the Union Grievance Committee. At each step of the Grievance procedure the Grievor shall have the right to be present.

Step 2

If the Union Officer and/or the Union Grievance Committee consider the grievance to be justified the grievance will be reduced to writing and the Union Officer will first seek to settle the grievance with the Supervisor. Failing satisfactory settlement, the Union Officer and/or Union Grievance Committee will submit the written grievance to the Supervisor within fourteen (14) calendar days of the incident giving rise to the grievance. The Supervisor shall render their decision in writing within two (2) working days after receipt of the written grievance.

Step 3

Failing satisfactory settlement being reached in Step 2, a Union Officer will submit the written grievance to the Executive Director within seven (7) office days of the date of the Supervisor's decision. The written grievance in this Step will provide particulars of the alleged violation of the collective agreement and identify the articles in the collective agreement alleged to have been violated. The Executive Director, together with an Employer's representative, shall meet with the Union Grievance Committee within seven (7) office days of the Executive Director's receipt of the written grievance. The Executive Director will render their decision within seven (7) office days of the meeting,

Step 4

Failing satisfactory settlement being reached in Step 3, the Union may refer the grievance to arbitration within thirty (30) calendar days of the Union's receipt of the Executive Director's response.

11.07 Union or Employer Policy Grievance

- (a) Any policy grievance submitted by the Union and any grievance submitted by the Employer will be submitted at Step 3, in writing including particulars of the alleged violation, by one or the other party directly to the Executive Director or the Union President as the case may be, within fourteen (14) calendar days of the event giving rise to the grievance.
- (b) The procedure provided for in Article 11.07 for the Union to file a grievance shall be reserved for policy grievances of a general nature for which the regular grievance procedure is not available and shall not be used to by-pass the regular grievance procedure.

11.08 Union May Institute Grievances - The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3 and will be filed within fourteen (14) calendar days of the incident giving rise to the grievance.

- 11.09 Grievance on Safety - An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling. Such a grievance will be filed within fourteen (14) calendar days of the incident giving rise to the grievance.
- 11.10 Replies in Writing - Replies to grievances stating reasons shall be in writing at all stages.
- 11.11 Facilities for Grievances - The Employer shall supply the necessary facilities for the grievance meetings.
- 11.12 Mutually Agreed Changes - Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.
- 11.13 Failure to Act Within Time Limits - 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 parties may mutually agree in writing to extend the time limits.
- 11.14 Technical Objections to Grievances - No grievance shall be refused a hearing because of any formal or technical objection at the arbitration level. An arbitrator shall have the power to allow all necessary amendments 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 and to render a decision which he deems just and equitable.

ARTICLE 12 - ARBITRATION

- 12.01 Arbitrator - When either party requests that a grievance be submitted to arbitration, the request shall be made in writing via letter (either hand delivered, sent by registered mail or attached to an email) or via email, addressed to the other party of the Agreement, indicating the name of a proposed sole arbitrator. Within five (5) days thereafter, the other party shall answer in writing via letter (either hand delivered or sent by registered mail or attached to an email) or via email, indicating its agreement or disagreement with the suggested arbitrator.
- 12.02 Failure to Appoint - If the party receiving the notice fails to agree on the arbitrator, within ten days of receiving the notice, the appointment shall be made by the Minister of Labour upon request of either party.
- 12.03 Arbitration Procedure - The Arbitrator shall determine their own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. They shall hear and determine the difference or allegation and render a decision within a reasonable period of time.

- 12.04 Decision of the Arbitrator - The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.
- 12.05 Disagreement on Decision - Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene in order to clarify the decision, which they shall do within five (5) days, or within a reasonable period of time.
- 12.06 Expenses of the Arbitrator - The Employer and the Union agree to share equally the amounts payable as levied by the Arbitrator.
- 12.07 No grievance shall be submitted to arbitration unless the grievance procedure and the time limits in the grievance procedure have been strictly complied with, unless the parties have otherwise agreed in writing.
- 12.08 Witnesses - At any stage of the Grievance or Arbitration Procedure, the Parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring Parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01 The Employer will not initiate any disciplinary action against an employee who has completed their probationary period, excepting for just cause. In the event the Employer does initiate a disciplinary action against an employee who has completed their probationary period, and which may result in the suspension or discharge of the employee, the following procedure shall be followed.
- 13.02 Discipline Procedure – Within ten (10) days, the employee shall be notified in writing of the action and/or penalty, with a copy to the President of the Union. An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article II - Grievance Procedure. Should the employee be discharged or suspended, Step 2 of the Grievance Procedure shall be omitted.

Employees shall be offered Union representation during any internal investigative process which may result in discipline, provided such representation does not unduly delay the investigation. Should it be found upon investigation that an employee has been unjustly suspended or discharged, each employee shall be immediately reinstated in their former position, without loss of seniority and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension, or by any other

arrangement as to compensation which is just and equitable in the opinion of the Parties or in the opinion of an Arbitrator, if the matter is referred to such a Board.

- 13.03 Burden of Proof - In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.
- 13.04 Warnings - Whenever the Employer or their authorized agent deems it necessary to reprimand an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within ten (10) days thereafter, give written particulars of such reprimand to the employee with a copy to the Union.
- 13.05 Adverse Report - The Employer shall notify an employee in writing of an expression of dissatisfaction concerning the employee's work within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record. The record of an employee shall not be used against the employee at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided the employee has not been subject to further discipline within such period.

ARTICLE 14 - SENIORITY

- 14.01 Seniority Defined - Seniority is defined as the length of service with the Employer and shall be a factor in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the workforce and recall.
- 14.02 Seniority List - The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. The lists shall be posted for a period of thirty (30) days during which time any questions as to the accuracy of the lists may be forwarded to the Employer in writing, failing which the lists shall be deemed to be accurate and the Employer shall be entitled to rely on the list as posted or corrected.
- 14.03 Probation for Newly Hired Employees - A newly hired employee shall be on probation for a period of the lesser of 1560 hours of work or 12 months from the employee's first day of work. The Employer may extend

the probationary period of a part-time employee for a maximum of three (3) months. There shall only be one (1) probationary period. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge or seniority rights. The employment of such employees may be terminated at any time during the probationary period unless the Union claims discrimination as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 Loss of Seniority - An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- (1) The employee is discharged for just cause and is not reinstated.
- (2) The employee resigns in writing and does not withdraw within two days.
- (3) The employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (4) The employee fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work.
- (5) The employee is laid off for a period longer than two years.

14.05 Transfers and Seniority Outside Bargaining Unit - No employee shall be involuntarily transferred to a position outside of the Bargaining Unit. An employee who accepts a transfer to a position outside the Bargaining Unit shall retain their seniority accumulated up to the date of leaving the Bargaining Unit but will not accumulate any further seniority.

Where an employee accepts a position outside the Bargaining Unit with the Employer, the employee shall have the right to return to a position in the Bargaining Unit during and until the end of their trial period, which shall be a maximum of three months. If an employee returns to the Bargaining Unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings - When a vacancy or a new position is created, or a temporary vacancy of over three (3) months occurs inside of the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards for a minimum of one week so that all members will know about the vacancy or new position. Positions shall be advertised within a reasonable period of time after the vacancy occurs.

15.02 Information in Postings - Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

15.03 Diversity - The Employer and the Union recognize the values of diversity, equity, and inclusion in the workplace, and agree to the principle of, and are committed to, establishing a workplace that is inclusive and diverse.

The Union and 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, people of colour, persons living with a disability/disabilities, gender, and persons of diverse sexual orientation and gender identity and/or expression. 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 and bargaining unit seniority list. Eligible, qualified employees of the bargaining unit will be given preference over external applicants. If the position cannot be filled with a qualified designated person, the position will be reposted and filled in accordance with Article 15.01.

15.04 No Outside Advertising - No outside advertisement for any vacancy shall be placed until present employees have been interviewed and considered for the position. Only those positions which cannot be filled by a bargaining unit applicant will be filled by a candidate from outside the bargaining unit.

15.05 Role of Seniority in Promotions and Transfers - Both parties recognize:

- (1) the principle of promotion within the service of the Employer.
- (2) that job opportunity should increase in proportion to length of service and required qualifications.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02. Appointments from within the bargaining unit shall be made within three weeks of posting.

15.06 Trial Period- The successful applicant shall be notified within three weeks following the end of the posting period. They shall be placed on trial for a period of three months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

An employee who determines that they are unable to perform the duties of the new position shall be returned to their former position as soon as reasonably possible. An employee cannot exercise this option more than once in a twelve month period.

15.07 Promotions Requiring Higher Qualifications - Consideration for promotion may be given to the senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling of vacancy. Such employee may be given a trial period to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

15.08 Notification to Employee and Union - Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and terminations of employment.

15.09 On the Job Training - The Employer shall encourage a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising.

15.10 Workshops, Courses and Conferences

- (1) Seniority will be a factor in the selection of employees to attend workshops and conferences unless the Employer determines that a workshop or conference is required to meet the developmental needs of an employee in which case seniority may not apply. The Employer will determine the number of employees who may attend in each case.
- (2) Workshops and conferences that employees attend at the request of the Employer will be funded by the Employer, including time off work.

- (3) Upon successful completion of approved courses, employees will be reimbursed the cost of tuition and books. Employees may be granted unpaid leave to attend such course.
- (4) Reimbursement will be paid within two (2) weeks of receipt being presented.

15.11 Education on the Job - The Employer and the Union recognize that education is a continuing process. Accordingly, the Employer and the Union shall allow either party to sponsor education functions such as seminars, workshops, lectures recommended by the Labour-Management Committee and approved by the Board. Where an employee is required to attend a staff or training meeting outside of regularly scheduled shifts, they will be compensated with time off in lieu.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Role of Seniority in Layoffs - Both parties recognize that job security shall increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off in the reverse order of their classification seniority.

16.02 Recall Procedure - Employees shall be recalled in the order of their bargaining-unit-wide seniority provided they have the required qualifications to perform the work required of them. In the event the Employer requires a laid-off employee to fill short absences such employees will be called on a rotational basis beginning with the employee with the greatest seniority.

16.03 No New Employee - No new employees shall be hired until those laid off have been given an opportunity of recall.

16.04 Advance Notice of Layoff - Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for the days for which work was not made available.

16.05 Grievances on Layoffs and Recalls - Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 17 - HOURS OF WORK

17.01 (1) The regular work week shall consist of eighty (80) hours in a bi-weekly pay period, eight (8) or twelve (12) hours per day, and thirty (30) minutes paid lunch period during each shift. The Employer and the Union agree that the Employer may include twelve (12) hour shifts in a two (2) or four (4) week work cycle.

- (2) There shall normally be two (2) or three (3) shifts - day, evening and midnight which will remain in effect unless changed by mutual agreement between the Employer and the Union.

17.02 Shift Premiums

A shift differential premium of two dollars and thirty-five cents (\$2.25) per hour shall be paid to all employees for each hour worked between 1900 hours and 0700 hours.

This premium shall increase to three dollars and fifty cents (\$3.50) per hour effective date of ratification and shall increase to four dollars (\$4.00) per hour effective April 1, 2025.

The shift premium shall be applicable to all hours worked, including overtime hours worked.

17.03 Weekend Premiums

A weekend premium of two dollars and thirty-five cents (\$2.25) per hour shall be paid to all employees for each hour worked between midnight Friday and midnight Sunday.

This premium shall increase to three dollars and fifty cents (\$3.50) per hour effective date of ratification and shall increase to four dollars (\$4.00) per hour effective April 1, 2025.

The weekend premium shall be applicable to all hours worked, including overtime hours worked.

*Note: these premiums will only apply to awake hours.

- 17.04 The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. Once posted the shift schedule shall not be changed without giving an employee forty-eight (48) hours' notice. If forty-eight (48) hours' notice is not provided the Employer will be required to pay time and one-half for all such work performed within the required period. Staff may exchange shifts with a person of the same classification, but all shift exchanges must be approved by management prior to the exchange. Shift exchanges will only be permitted within the same calendar month. Employees will give forty-eight (48) hours' notice of shift exchange except in cases of emergency, or where employees are prevented from doing so for justifiable reasons. No overtime shall be paid as a result of a shift exchange. A shift exchange request will not be unreasonably denied.

- 17.05 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Employer.

- 17.06 An employee working either the time change shift in the Spring or Fall will be paid the shift hours as opposed to the actual hours worked.
- 17.07 Unless mutually agreed otherwise, Employees shall not be required to work more than a total of sixteen (16) hours (inclusive of regular hours and overtime hours) in a twenty-four (24) hour period beginning at the first (1st) hour the Employee reports to work, except in emergency situations.

ARTICLE 18 - OVERTIME

- 18.01 All work performed by an employee at the request of the Employer, in excess of the regular daily shift hours shall be paid for at the rate of time and one-half.
- 18.02 When an employee is called in by the Employer to perform work during the employee's scheduled day off the employee shall be paid at the rate of time and one-half. If the employee is called in by the Employer to perform work the day following the first call the employee shall be paid at the rate of double time. This double rate will apply for all consecutive days the employee is called in following the initial call in.
- 18.03 Overtime for Part-Time Employees - A part-time employee shall be paid overtime for all hours worked in excess of eighty (80) hours in a bi-weekly period. Overtime rates shall apply for all work performed on holidays.
- 18.04 Sharing of Overtime - Overtime and call back time shall be divided equally among employees who are willing and qualified to perform the available work.
- 18.05 Minimum Overtime - Overtime work shall be on a voluntary basis. In the event that no employee is willing to work such overtime, the junior employee available in the classification shall be required to perform such work. Each employee shall only be assigned overtime once in a pay period. Should a second overtime shift arise within the pay period, the next junior employee available will be required to perform the work. This rotation will continue until the pay period lapses.
- 18.06 Call Back Pay Guarantee - An employee who is called back to work outside their regular working hours shall be paid for a minimum of 3 hours at overtime rates.
- 18.07 Time Off in Lieu of Overtime - Instead of cash payment for overtime an employee may choose to receive time off at one regular working hour off for each overtime hour worked. Such time off must be agreed upon between the Employer and employee subject to operational requirement and must be taken before the end of the fiscal year or cash payment for lieu time will be paid out.

18.08 When an exchange of shift occurs by mutual agreement of employees, only the employee working the shift can claim overtime if such applies.

ARTICLE 19 - HOLIDAYS

19.01 The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Heritage Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1 st	Boxing Day
Natal Day	

and one other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

19.02 Pay for Regularly Scheduled Work on a Holiday

- (1) An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay.
- (2) An employee who works or is called in to work shall be paid at the rate of double time, plus the holiday pay as defined in (1) above, or have the holiday rescheduled at a time mutually agreed upon between the Employee and the Employer prior to the end of the fiscal year. If the holiday is not rescheduled it will be paid out.

19.03 Employees shall be granted either Christmas Day or New Year's Day off, with holiday pay, on a seniority basis. Employees must submit this proposed work schedule to their supervisors, not later than November 1, of any given year for approval.

19.04 An employee will not be entitled to paid holidays during unpaid leave of absence at their own request or while on layoff.

19.05 Holiday pay shall not be paid to an employee who is absent, from work, on the shift immediately preceding, or the shift following the designated holiday.

ARTICLE 20 - VACATIONS

20.01 Length of Vacation - An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one year	1 1/4 working days for each month
One year or more	15 working days
Five years or more	20 working days
Fifteen or more	25 working days

Thirty-five years or more

30 working days

20.02 Compensation for Holidays Falling within Vacation Schedule - If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time mutually agreed upon.

20.03 Vacation Pay - Vacation pay for each week of vacation shall be at the employee's current annual rate.

20.04 Vacation Pay on Termination

- (1) An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination.
- (2) An employee terminating their employment at any time in their vacation year after they have had their vacation shall have their period of notice and/or final termination pay adjusted accordingly to reflect that proportion of the vacation unearned.

20.05 Preference in vacation shall be given to the most senior employee provided the senior employee makes their selection by February 15th. Employees who do not have their vacation requests submitted by February 15th shall be granted vacation as mutually agreed between the employee and the Employer. Such requests shall not be unreasonably denied.

20.06 Vacation Schedules - Vacation schedules shall be posted by March 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off.

20.07 Unbroken Vacation Period - An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. When submitting their February 15th vacation requests employees can request a maximum of five (5) individual vacation days off. Following post of the schedule on March 1st, employees may request additional individual days, subject to operational requirements, such requests will not be unreasonably denied.

20.08 Approved Leave of Absence During Vacation - Where an employee qualifies for sick leave in accordance with the sick leave article, bereavement, or any other approved leave during the employee's period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at a time mutually agreed upon.

20.09 Overtime Vacation Rate - No employee shall be required to work during their scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, the employee shall be paid at double the regular rate of pay plus one vacation lieu day off for each day in which he performed any work.

20.10 Carry Forward of Vacation - An employee may carry forward to another year any proportion of vacation not taken by them in the previous year, provided such carry-over is required for exceptional circumstances and has previously been approved by the Employer.

Employees shall have the option to carry over thirty-six (36) hours of unused vacation.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Sick Leave Defined - Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Workers' Compensation Act.

21.02 Annual Paid Sick Leave - Paid Sick Leave shall accumulate at a rate of 12 hours every month a full-time employee is employed. This works out to eighteen (18) days sick leave per year for a full-time employee working eight (8) hour shifts all year, and twelve (12) sick days per year for employees working twelve (12) hour shifts all year.

21.03 Accumulation of Sick Leave - The unused portion of an employee's sick leave shall accrue for their future benefits to a maximum of 1000 hours.

21.04 Illness in the Family - Where no one other than the employee can provide for the needs during illness of an immediate member of their family (their spouse, common-law spouse, or child), an employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) accumulated sick leave days per illness for this purpose.

21.05 Deductions from Sick Leave - A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Fraudulent abuse of sick leave will be cause for disciplinary action.

21.06 Proof of Illness - An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that the employee was unable to carry out their duties due to illness.

21.07 Sick Leave During Leave of Absence and Layoff - When an employee is laid off on account of lack of work or is on leave of absence, they shall not receive sick leave credits for the period of such absence, but shall retain

their cumulative credit, if any, existing at the time of such layoff or leave of absence.

21.08 Extension of Sick Leave - An employee with more than ten (10) years of service who has exhausted their sick leave credits shall be allowed an extension of their sick leave to a maximum of fifteen (15) working days. Upon their return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half of their monthly accumulation. No employee shall have their services terminated by virtue of having exhausted their sick leave credits.

21.09 Sick Leave Records - Immediately after the close of each fiscal year, the Employer shall advise each employee in writing of the amount of sick leave accrued to the employee's credit.

ARTICLE 22 - WORKERS' COMPENSATION

22.01 When an employee is being compensated under the Workers' Compensation Act, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre-accident earnings. This supplement shall also apply to the first two (2) days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

22.02 The Employer and the employee shall continue to cost share the premiums of the group health benefit plan and group life insurance while an employee is in receipt of Workers' Compensation benefits up to a maximum period of eighteen (18) months.

22.03 An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.

22.04 An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.

22.05 An employee shall not accrue other benefits while on Workers' Compensation.

- 22.06 An employee who participates in an ease back or return to work program following a period of WCB shall be paid their regular hourly rate for all time spent at the workplace unless the employee continues to receive WCB benefits for the time worked.

ARTICLE 23 - LEAVE OF ABSENCE

- 23.01 Negotiation Pay Provisions - Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. The Union shall reimburse the Employer for the representatives' pay and benefits after the first two negotiating meetings.
- 23.02 Grievance and Arbitration Pay Provisions - Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures, or appearances before any Board or Panel formed to hear differences between the Employer and the Union. The Union shall reimburse the Employer for the representatives' pay and benefits.
- 23.03 Leave of Absence for Union Functions - Upon request to the Employer, any employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and without loss of benefits. Leave of absence without pay but without loss of benefits shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. This leave of absence shall not in any case amount to more than twenty (20) days for the bargaining unit.
- 23.04 Leave of Absence for Full-Time Union or Public Duties - The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of benefits so that the employee may be a candidate in Federal, Provincial, or Municipal elections.
- 23.05 Paid Bereavement Leave
- (1) An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of pay and benefits, subject to a maximum of forty (40) hours, in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, common law mother-in-law, father-in-law, common law father-in-law, former guardian, grandparent, and any relative for whom an employee is required to administer bereavement responsibilities. Where the burial occurs outside the province, such leave shall also include reasonable travelling time, not to exceed two (2) additional working days, not to exceed sixteen (16) hours.

- (2) An employee shall be granted three (3) days leave with pay, subject to a maximum of twenty-four (24) hours for the death of an aunt, uncle, sister-in-law, common law sister-in-law, brother-in-law, common law brother-in-law, son-in-law, common law son-in-law, daughter-in-law, common law daughter-in-law, grandchild and fiancé.
- (3) An employee shall be granted one (1) day with pay to attend the funeral upon the death of a niece or nephew.
- (4) Deferring of Bereavement Leave

In the event that the funeral for any of the persons listed in Article 23.05 (1) does not take place within the period of bereavement leave, the employee may defer up to 12 hours of his/her bereavement leave without loss of regular pay until the day of the funeral.

23.06 Medical Care Leave - Employees shall be allowed up to three days per annum paid leave of absence in order to engage in personal preventive medical health and dental care. On request, employees may be required to show proof of medical or dental care. Such leave shall be deducted from sick leave credits.

23.07 Pregnancy/Parental Leave

Pregnancy and parental leave shall be provided in accordance with the *Labour Standards Code*, R.S.N.S., c.246, as amended. Where leave of absence is requested for both pregnancy leave and parental leave, the leaves of absence shall be taken consecutively.

23.08 Paid Jury or Court Witness Duty Leave- The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment the employee receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

23.09 Leave for Court Appearance or Incarceration – In the event that an employee is accused of an offence which requires a Court appearance, he shall be entitled to leave of absence without loss of seniority, benefits and without pay. In the event that the accused employee is jailed awaiting a Court appearance, he shall be entitled to an automatic leave of absence without loss of seniority and benefits, but without pay. In the event that the accused employee is found guilty and sentenced, he may be subject to discharge with benefits accrued to the time of such discharge.

23.10 Education Leave - An employee shall be entitled to an appropriate leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade their employment qualifications needed for employment with Akoma Family Centre, up to a maximum of three (3) days per year.

23.11 General Leave - An employee shall be entitled to a leave of absence up to a maximum of six (6) months without pay and without loss of seniority when he requests such leave for good and sufficient cause. Such request shall be in writing stating the reason for the leave, the date of commencement, and the expected return date. Such request shall be approved by the Employer subject to operational requirements. The Employer shall give a written response within thirty (30) days of the request. Such leave may be extended subject to the approval of the Employer.

A request by an Employee for a leave of absence to pursue alternate employment shall not be deemed by the Employer as good and sufficient cause. However, the Employer may grant the leave at its sole discretion. In such approved leaves, seniority shall not be accrued.

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

- 1) take the absent time as unpaid; or
- 2) deduct the absent time from accumulated overtime, holiday time or vacation; or
- 3) with approval of the Employer and provided there is no additional cost to the Employer, arrange for coverage of their shift or part of their shift and/or make up the absent time as the scheduling and operational need allows.

23.13 Compassionate Care Leave

An employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to twenty-eight (28) weeks in accordance with the *Labour Standards Code*, to provide care or support for certain family members. If you are unclear whether you qualify for this leave, please speak to the Employer and/or the Union.

- the spouse of the employee.
- a child or stepchild of the employee.
- a child or stepchild of the employee's spouse.

- a parent or stepparent of the employee.
- the spouse of a parent of the employee.
- the sibling or step-sibling of the employee.
- the grandparent or step-grandparent of the employee.
- the grandchild or step-grandchild of the employee.
- the guardian of the employee.
- the ward of the employee.
- a relative of the employee permanently residing in the household of the employee or with whom the employee permanently resides.
- the father-in-law and the mother-in-law of the employee.
- the son-in-law or daughter-in-law of the employee.
- any other person defined as “family member” by regulations made pursuant to the *Labour Standards Code*, as amended from time to time.

23.14 Leave for the Parent of a Critically Ill Child

An employee who has been employed by the Employer for a period of at least three (3) consecutive months of continuous employment and is the parent or guardian of a critically ill child is entitled to an unpaid leave of absence of up to thirty-seven (37) weeks in accordance with the *Labour Standards Code*.

23.15 Leave for Victims of Domestic Violence

- a) Where an employee has been employed by the Employer for a period of at least three (3) consecutive months of continuous employment and the employee or a dependent child of the employee experiences domestic violence, the employee is entitled to a leave of absence, in accordance with the *Labour Standards Code*.
- b) For clarity:
 - I. Such employee is entitled to ten (10) days leave to attend to matters directly related to the domestic violence. Three (3) of those days are paid leave and seven (7) are unpaid leave. The ten (10) days may be taken continuously or intermittently.
 - II. Such employee is entitled to a continuous unpaid leave of sixteen (16) weeks to attend to matters directly related to the domestic violence and shall be returned to their regular position at the end of the leave. The employee will provide as much notice as is reasonably possible of their leave.
 - III. The Employer will make every reasonable effort to protect the confidentiality of employees experiencing domestic violence.
 - IV. The Employer may require documentation to justify the purpose

of the leave. Nothing in this clarification note is intended to either expand or limit the rights of employees or the Employer under the leave for victims of domestic violence provisions of the *Labour Standards Code*.

23.16 Leave for Crime-Related Child Death or Disappearance

An employee who has been employed by the Employer for a period of at least three (3) consecutive months and is the parent or guardian of a child who dies or disappears, and it is probable considering the circumstances that the child has died or disappeared as the result of a crime, is entitled to an unpaid leave of absence of up to one hundred and four (104) weeks in the case of a death, or fifty-two (52) weeks in the case of a disappearance, in accordance with the *Labour Standards Code*.

23.17 Critically Ill Adult Care Leave

An employee who has been employed by the Employer for a period of at least three (3) consecutive months is entitled to an unpaid leave of absence of up to sixteen (16) weeks to provide care to a critically ill family member in accordance with the provisions of the *Labour Standards Code*.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days - The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

24.02 Equal Pay for Equal Work - Employees shall receive equal pay for equal work, regardless of sex.

24.03 Pay on Temporary Transfers, Higher Rated Job

- 1) When an employee temporarily relieves in or performs the principal duties of a higher paying position at a flat rate of pay, he shall receive the rate for the job. When an employee temporarily relieves in or performs the principal duties of a higher paying position for which a salary range has been established, the employee shall receive the rate in the salary range which is higher than their previous rate. The employee shall qualify for any pay increments based on their length of service in their temporary assignment.
- 2) Where the higher position is outside the bargaining unit, the employee shall receive the rate of pay of the position filled. The employee shall be deemed to be covered by this collective agreement during the period of temporary transfer.

24.04 Pay on Transfer. Lower Rated Job- When an employee is assigned to a position paying a lower rate, their rate shall not be reduced.

24.05 On the later of one year or 2080 hours worked, the employee will move to the next Level in their classification (i.e., Youth Care Counsellor) and so on until the employee reaches and stays at Level 7 in their classification (i.e.. Youth Care Counsellor (7)).

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Descriptions - The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions. The job descriptions of Youth Care Worker, Maintenance Worker, Cleaner and Cook are attached as Schedules C, D and E, respectively, and form part of this agreement.

25.02 No Elimination of Present Classification - Existing classifications shall not be eliminated or changed without prior agreement with the Union.

25.03 Changes in Classification - When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when a position in the bargaining unit not covered in Schedule "A", is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 The Employer agrees to provide group benefits (group life insurance, health and dental) on the basis that the Employer and the Employee share the cost equally (50%-50%). Participation in the plans is mandatory except where proof of participation in a spousal plan is provided.

26.02 The Employer agrees to continue to provide a Long Term Disability Plan now in effect.

26.03 Any entitlement to participate in the plans indicated above or entitlements under the plans are subject to plan eligibility.

ARTICLE 27 - SAFETY AND HEALTH

27.01 Cooperation on Safety - The Union and the Employer through the Labour-Management Committee shall cooperate in improving rules and practices which will provide adequate protection to employees engaged in unhealthy or hazardous work.

- 27.02 Labour-Management Committee Pay Provisions - The Labour-Management Committee shall hold meetings as requested by the Union or by the Employer to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union.
- 27.03 Safety Measures - Employees shall be supplied with all the necessary safety equipment.
- 27.04 No Disciplinary Action - No employee shall be disciplined for refusal to work without adequate protection to health and safety in the opinion of any member of the Labour-Management Committee. Should the refusal be by a member of the Labour-Management Committee an alternate member will be appointed.
- 27.05 Investigation of Accidents - The Labour-Management Committee shall be notified of each accident or injury and shall investigate and report to the Employer and the Union as soon as possible on the nature and cause of the accident or injury.
- 27.06 Injury Pay Provisions - An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.
- 27.07 Transportation of Accident Victims - Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.
- 27.08 First Aid Kits - A first aid kit shall be supplied by the Employer and placed in an appropriate location for the use of all employees.
- 27.09 Workplace Violence - The Employer, the Union and all Employees agree to co-operate in the prevention of incidents and in the promotion of a safe and healthy workplace. All Parties recognize that occupational health and safety is the shared responsibility of the Employer, the Union and individual employees. The Parties recognizes that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented.
- (a) VIOLENCE RISK ASSESSMENT
The Employer agrees to have a current violence risk assessment for all worksites in accordance with the provisions of the Occupational Health and Safety Act (the "OH&S Act").

The employer agrees to update the violence workplace assessment for a worksite in accordance with the provisions of the OH&S Act.

(b) WORKPLACE VIOLENCE PREVENTION PLAN

The Employer agrees to develop a Workplace Violence Prevention Plan in accordance with the provisions of the OH&S Act. The Plan will be available to all employees in accordance with the OH&S Act.

(c) TRAINING

The Employer will provide training on violence prevention to all Employees who are exposed to a significant risk of violence in the workplace in accordance with the provisions of the OH&S Act. The training will include the following in accordance with the provisions of the OH&S Act:

- i. The rights and responsibilities of employees under the OH&S Act.
- ii. The workplace violence prevention statement.
- iii. The measures taken by the employer to minimize or eliminate the risk of violence.
- iv. How to recognize a situation in which there is a potential for violence and how to respond appropriately.
- v. How to respond to an incident of violence, including how to obtain assistance.
- vi. How to report, document and investigate incidents of violence.

(d) EMPLOYEES WHO EXPERIENCE VIOLENCE

Where an incident of violence has occurred in the workplace it will be reported to the Employer and joint Occupational Health and Safety Committee.

The Employer agrees to provide supports in accordance with the provisions of the OH&S act to employees who experience violence in the workplace.

(e) NO REPRISALS

The Employer will not discriminate or retaliate against an Employee who has reported an injury or an incident of workplace violence.

ARTICLE 28 - CROSSING LEGAL PICKET LINES DURING STRIKE

28.01 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 29 - JOB SECURITY

29.01 In order to provide job security for the members of the bargaining unit, except as provided in Article 3.02 herein, the Employer agrees that work or services normally performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part to any other plant, person, company, or non-unit employee which will reduce the present staff or reduce the hours of work or pay of any employee. or reduce the bargaining unit.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

30.02 The Employer shall provide a Union specific bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

30.03 Necessary Equipment - The Employer shall supply all necessary equipment and material required by employees in the performance of their duties. Replacement will be made by producing the worn or broken piece of equipment.

ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS

31.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive, or possess shall continue to be enjoyed and possessed insofar as they are consistent with this agreement, but may be modified by mutual agreement between the Employer and the Union.

31.02 Continuation of Acquired Rights - All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence and either party, upon notice to the other, may reopen the pertinent parts of the agreement for negotiation.

31.03 Amalgamation, Regionalization and Merger Protection - In the event the Employer merges or amalgamates with any other body, the Employer undertakes to recommend that:

- (1) Employees shall be credited with all seniority rights with the new employer.
- (2) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new employer.

- (3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new employer.
- (4) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.
- (5) No employee shall suffer a loss of employment as a result of merger.
- (6) Preference in location of employment in the merged municipality shall be on the basis of seniority.

31.04 Portability of Service Credits - When an employee of the Employer transfers to another employer within the province, the Employer shall advise the new employer the pension, sick leave and other service credits standing to the credit of the employees, where applicable.

ARTICLE 32 - GENERAL

32.01 Plural or Feminine Terms May Apply - Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This Agreement shall be binding and remain in effect from the date of signing to March 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing by May 1st in any year that it desires its termination or amendment.

33.02 Changes in Agreement - Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this agreement.

33.03 Notice of Changes - Either party desiring to propose changes to this Agreement shall, between the period of 30 and 90 days prior to the termination date, give notice in writing to the other party of the changes proposed. Within twenty (20) working days of receipt of the proposed amendments, the parties are required to enter into negotiations for a new agreement.

33.04 Retroactive Pay for Terminated Employees - Wages for all employees shall be retroactive April 1, 2021, or the date of hire, if later. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retroactivity upon applying to the Employer in writing within thirty (30) calendar days of the signing of this Agreement.

33.05 Retroactivity - No changes in the new agreement shall be adjusted retroactively unless otherwise specified.

DATED at Halifax, Nova Scotia, this
this

2nd day of May, 2024.

Signed on behalf of:

THE AKOMA FAMILY CENTRE,


Joanna Pugh, Executive Director

DATED at Halifax, Nova Scotia,

9th day of May 2024.

Signed on behalf of:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3306**


Areta Boone, Member

Schedule "A"

Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-21 Hourly Rate	Apr.01-21 Approx. Annual Rate	Apr.01-22 Hourly Rate	Apr.01-22 Approx. Annual Rate	Apr.01-23 Hourly Rate	Apr.01-23 Approx. Annual Rate	Mar.31-24 Hourly Rate	Mar.31-24 Approx. Annual Rate	Apr.1-24 Hourly Rate	Apr.1-24 Approx. Annual Rate	Apr.01-25 Hourly Rate	Apr.01-25 Approx. Annual Rate
Youth Care Counsellor	Level 1	\$21.4223	\$44,559	\$21.7436	\$45,227	\$22.0698	\$45,905	\$22.7319	\$47,282	\$22.8456	\$47,519	\$23.5310	\$48,944	\$24.0016	\$49,923
	Level 2	\$22.3388	\$46,465	\$22.6739	\$47,162	\$23.0140	\$47,869	\$23.7044	\$49,305	\$23.8229	\$49,552	\$24.5376	\$51,038	\$25.0284	\$52,059
	Level 3	\$24.1897	\$50,315	\$24.5525	\$51,069	\$24.9208	\$51,835	\$25.6684	\$53,390	\$25.7967	\$53,657	\$26.5706	\$55,267	\$27.1020	\$56,372
	Level 4	\$25.2554	\$52,531	\$25.6342	\$53,319	\$26.0187	\$54,119	\$26.7993	\$55,743	\$26.9333	\$56,021	\$27.7413	\$57,702	\$28.2961	\$58,856
	Level 5	\$26.2284	\$54,555	\$26.6218	\$55,373	\$27.0211	\$56,204	\$27.8317	\$57,890	\$27.9709	\$58,179	\$28.8100	\$59,925	\$29.3862	\$61,123
	Level 6	\$27.3392	\$56,866	\$27.7493	\$57,719	\$28.1655	\$58,584	\$29.0105	\$60,342	\$29.1556	\$60,644	\$30.0303	\$62,463	\$30.6309	\$63,712
	Level 7	\$28.4496	\$59,175	\$28.8763	\$60,063	\$29.3094	\$60,964	\$30.1887	\$62,793	\$30.3396	\$63,106	\$31.2498	\$65,000	\$31.8748	\$66,300
Cook	Level 3	\$21.0805	\$43,847	\$21.3967	\$44,505	\$21.7177	\$45,173	\$22.3692	\$46,528	\$22.4810	\$46,760	\$23.1554	\$48,163	\$23.6185	\$49,126
Maintenance Worker	Level 3	\$21.6578	\$45,048	\$21.9827	\$45,724	\$22.3124	\$46,410	\$22.9818	\$47,802	\$23.0967	\$48,041	\$23.7896	\$49,482	\$24.2654	\$50,472

Schedule "B"

PART-TIME EMPLOYEES – AVAILABILITY FORM

THE AKOMA FAMILY CENTRE INC. & CUPE LOCAL 3306

Name: _____

Position: YOUTH CARE WORKER

ADDITIONAL SHIFTS PRIOR TO SCHEDULING

Article 3.04(b) requires each Part-Time Employee to indicate their availability and commitment to perform Additional shifts for the Employer.

To fulfill the requirement of article 3.04(b), please complete the following information:

A. My designated hours are _____ per pay period.

B. _____ I am willing and available to work _____ additional scheduled hours (additional shifts) per pay period.

Total designated scheduled hours plus additional hours _____.

OR

C. _____ I am not available to work additional hours (Additional Shifts) beyond my designated hours.

Shifts that are scheduled prior to posting are for purposes of entitlement only considered the Part Time Employees regular schedule and the part time employee is entitled to access sick leave or vacation leave/lieu bank if unable to work the additional shift scheduled prior to posting. Shift exchanges will only be permitted for their FTE regular schedule. If the employer cancels the additional shift with seven (7) calendar days notice, the part time employee is not entitled to any compensation.

ADDITIONAL SHIFTS AFTER POSTING OF SCHEDULE

Article 3.04(b) requires each part-time employee to indicate their availability and commitment to perform additional shifts for the Employer.

A. After the posted schedule, I am available for additional shifts.

OR

B. After the posted scheduled, I am not available for additional shifts.

A Part-Time Employee is permitted to submit a revised Availability Form indicating availability on a quarterly basis.

In the event that a Part-Time employee who has indicated availability for Additional shifts prior to and/or after posting of schedule and is unavailable or refuses five (5) consecutive calls for such shifts, the Employer may cease assigning and offering the employee Additional shifts for a period of thirty (30) days.

Employee

Date

This form is subject to revisions with agreement between the Union and the Employer.

MEMORANDUM OF AGREEMENT

Job Descriptions

Current job descriptions will be kept in the main office. Employees may request a copy of their job description at any time. If any job description is amended the Union will be provided with a copy.

SIGNED this 2nd day of May, 2024.

THE AKOMA FAMILY CENTRE,

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3306


Joanna Pugh, Executive Director


Areta Bone, Member

MEMORANDUM OF AGREEMENT

RETIREMENT BENEFIT ENHANCEMENTS

Whereas the parties wish to enhance retirement benefits for employees and to offer the option of a defined benefit pension plan to employees the parties agree to the following:

Registered Retirement Savings Plans

Where the parties participate in a Registered Retirement Savings Plan (including Defined Contribution) the Employer will make application to join the DB Plus CAAT Pension Plan (CAAT Pension Plan) effective April 1, 2024 or as soon as reasonably possible following April 1, 2024.

Upon joining the CAAT Pension Plan Employer and Employee contributions shall be matching and shall be at the following rates:

April 1, 2024 or effective date of joining, the Employer and Employee contribution rates shall be matching at the rate of seven percent (7%).

April 1, 2025 the Employer and Employee contribution rates shall be matching at the rate of eight percent (8%).

March 31, 2026 the Employer and Employee contribution rates shall be matching at the rate of eight point four percent (8.4%).

MEMORANDUM OF UNDERSTANDING

Between

Akoma Family Centre (the "Employer")

- A n d -

CUPE 3306 (the "Union")

WHEREAS there is a need for clarity in regard to the process of accepting relief/additional shifts for relief staff;

AND WHEREAS the Collective Agreement between the parties does not provide clear language to cover shift accepting processes.

AND WHEREAS the Employer and Union have agreed to outline a practice for awarding relief/additional shifts.

THEREFORE, the parties agree as follows:

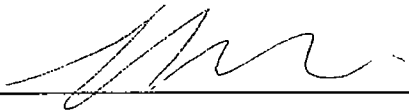
PROCESS FOR CALL OUT AND ACCEPTANCE of RELIEF SHIFTS

- a. When the Employer receives a sick call or requires additional staff on the floor
- b. The Employer will determine the time available prior to the commencement of the shift immediately following the call out. If less than 4 hours until the commencement of the shift, Part Time members will have 30 minutes to respond to the initial call out. If more than 4 hours before the commencement of the shift, Part Time members will have 1 hour to respond before the shift is given to a casual or another employee.
- c. The Employer will send notification through call, text, and email to all Part Time staff upon receipt of the relief call.
- d. When additional relief shifts become available after a shift schedule has been posted, such relief shifts will be offered to part-time employees first in order of seniority on a rotational basis and if no part-time employee is available, then to casual employees.
- e. Relief shifts will be appointed based on seniority
- f. During emergency situations members will be given 15 minutes to respond to a call out before it moves to the next member or casual employee.

An Emergency relief shift is defined as Akoma being a 24hr workplace, where the need may arise for shifts to be filled on short notice. In the event that a shift needs to be filled in under 2 hours, Part Time union members will have 15 minutes to respond to the call out before the employer will move to the casual list. If the member has not responded in 30 minutes total, the shift may be given to a casual member.

- g. Where a 'Schedule B' availability form is in place. Union members will be called based on the availability they have provided to the employer. If a shift becomes available and the union member has not stated availability for that day, the employer will not contact that employee/member.

DATED and effective at 2 Dr Donald Skeir, Westphal, Nova Scotia, this 23rd day of February, 2024.



Representative of the Akoma Family Centre



CUPE 3306 President

MEMORANDUM OF UNDERSTANDING

Between

Akoma Family Centre (the "Employer")

-And-

CUPE 3306 (the "Union")

WHEREAS a situation where a fulltime/parttime employee works the recognized holiday within the organization but were absent for the previous scheduled shift prior to the holiday or are absent for their next scheduled shift following the holiday.

AND WHEREAS the Collective Agreement between the parties does not provide clear language to cover holiday pay and absenteeism.


AND WHEREAS the Employer and Union have agreed that there should be clear language to cover the above when this occurs.

THEREFORE, the parties agree as follows:

HOLIDAY PAY

- a. If a full-time or part time employee works their shift on the recognized holiday but were absent the previous scheduled shift prior to the holiday or the next scheduled shift after the holiday, they will receive their eight (8) hours of holiday pay.
- b. This only applies to employees that actually work on the recognized holiday, not those that are scheduled off on the holiday or are on another approved leave.

DATED and effective at 2. Dr Donald Skeir Way, Westphal, Nova Scotia,
this 23rd day of February, 2024.



Representative of the Akoma Family Centre



CUPE 3306 President