

COLLECTIVE AGREEMENT

BETWEEN

**COMMUNITY JUSTICE SOCIETY
(the "Employer")**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4764
(the "Union")**

(APRIL 1, 2021 TO MARCH 31, 2024)

PREAMBLE

The purpose of this Collective Agreement is to record terms and conditions of employment that have resulted from collective bargaining, and to provide a method of settling grievances or differences which may arise with respect to matters covered by this Agreement.

The Employer and the Union recognize the Employer's mandate to deliver restorative justice services to offenders in the Province of Nova Scotia which includes:

- Promoting involvement and responsibility of friends and family members of offenders, where appropriate, in coming to terms with the wrong doing.
- Reducing the number of charges subject to criminal court processing.
- Providing alternatives in sentencing direction taking into consideration, among other things, the needs of offenders, the protection of society and the rights of the victims of crime.
- Promoting inter-agency communication and co-operation in dealing with offenders.
- Promoting community involvement and responsibility in dealing with the problems of offenders.
- Reducing recidivism rates among offenders; and
- To study, discuss and act in all matters pertaining directly or indirectly to offenders.

In this spirit, the Parties hereby agree as follows:

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ARTICLE 1 – Definitions

1.01 "Service" means:

- (a) Total accumulated months of unbroken full-time employment with the Employer.
- (b) Unless otherwise specified in this Agreement, one (1) month of service shall be credited where:
 - (i) An Employee has received pay for more than ten (10) days during that calendar month; and
 - (ii) The number of days for which an Employee has not received pay during the calendar month is ten (10) days or fewer.

For greater certainty, the conditions in 1.01 (b) (i) and (ii) must both be met for one month of service to be credited for service-related benefits.

1.02 **"Employee" means a person who is a member of the Bargaining Unit consisting of all full-time, regular part-time, and term Caseworkers of Community Justice Society, Halifax, Nova Scotia.**

1.03 **"Term Employee" means an Employee employed for a defined period of time often to fill in for a bargaining unit member's absence (i.e., medical leave, parental leave, etc.).**

ARTICLE 2 - Recognition

2.01 The Employer and the Union recognize the Canadian Union of Public Employees, Local 4764, Halifax, Nova Scotia, as the Bargaining Agent for a Bargaining Unit described in Labour Relations Board Order No. LRB-6038 as follows:

"[...] a Bargaining Unit consisting of all full-time, regular part-time **and term** Employees of Community Justice Society, Halifax, Nova Scotia engaged as Caseworkers excluding office workers, grant Employees, contract consultants and contract researchers, supervisors and those above the rank of supervisor, and those persons excluded by Subsection 2 of Section 2 of the *Trade Union Act*."

2.02 The parties also agree that the following are excluded from the bargaining unit:

- (a) Casework Manager
- (b) Volunteers; and
- (c) Students on work placement.

2.03 The hiring of a grant Employee will not result in the layoff of a member of the Bargaining Unit.

2.04 Students will not have independent carriage of casework files but will assist caseworkers with files by performing casework as directed by the Casework Manager or Executive Director.

ARTICLE 3 - Management Rights

- 3.01 The Parties agree that it is the exclusive function and the right of the Employer to manage and direct the workforce, including the assignment of work, except as specifically limited by this Agreement.
- 3.02 The Union acknowledges that it is the function of the Employer to hire, promote, demote, transfer, classify and reclassify Employees and also the right of the Employer to discipline, suspend, lay-off or discharge any Employee for just cause.
- 3.03 The Employer shall have the right, from time to time, to make or alter rules and regulations that in its sole discretion are deemed necessary for the safe, continuous, effective, or efficient operation and those individuals entrusted to its care.
- 3.04 The Union recognizes that it is the exclusive function of the Employer to determine the nature and kind of services to be provided by the Employer, to establish service standards and the methods, policies, procedures, staffing levels and codes of conduct to be used to provide the services. The Union also recognizes that it is the exclusive function of the Employer to study or introduce new or improved methods or facilities, to determine schedules of work, locations of service delivery, the extension, limitation, curtailment, or cessation of operations in whole or in part, and all other matters concerning the operation of the Employer's business, except as specifically limited by this Agreement.
- 3.05 The Employer shall have the right, at any time, to have the assistance of outside representation.
- 3.06 The Union agrees that any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged, delegated, granted, or modified by this Agreement.

ARTICLE 4 - Appointment

- 4.01 Except as provided in Article 4.07, all new Employees will be considered a probationary Employee until they have been in the employ of the Employer for a period of twelve (12) months of service. During the 12-month probationary period the Employee's suitability for continued employment will be determined. Probationary Employees may be laid off for lack of work or discharged during the probationary period at the Employer's discretion. In such cases, the probationary Employee may access the grievance and arbitration procedure, but arbitral review shall be restricted to whether the Employer has acted in bad faith.
- 4.02 When a vacancy opens in the Bargaining Unit and the Employer decides to fill it, the Employer shall notify the Union in writing and post a notice of the position so that Employees will know about the vacancy or new position.
- 4.03 Notice of vacancies in the Bargaining Unit will include, but not be limited to, the following information: nature of position, educational and other qualifications, required knowledge, required experience, skills, hours of work, salary range.
- 4.04 When a permanent Bargaining Unit Employee is the successful applicant for a promotion or transfer to another classification within the Bargaining Unit, **they** shall be given a trial period of two (2) months. The Employer shall assess the Employee during the trial period and provided the Employee performs the duties and responsibilities of the job to the satisfaction of the Employer, the Employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, **they** shall be returned to **their** former position, wage, or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority.
- 4.05 Where a probationary Employee is the successful applicant for a promotion or transfer to another position within the Bargaining Unit, **they** shall be on probation in the new position for the greater of (a) six (6) months, or (b) the balance of their original probationary period.

- 4.06 In appropriate circumstances, as determined by the Employer in its absolute discretion, a job competition may be declared by the Employer as a "Designated Competition". Designated Competitions may include instances where the successful candidate must be a member of a racially and/or culturally specific group in order to best serve the Employer's objectives. In such circumstances, the Union and the Employer agree that the Employer may deviate from the requirements of this Agreement.
- 4.07 The Employer may hire term Employees for a specified period of time to replace bargaining unit members who are on leave. Term Employees shall not be entitled to the rights and benefits of this Agreement.

ARTICLE 5 - Guarantees by the Employer and Union

- 5.01 All Employees covered by this Agreement, shall become, and remain members of the Union.
- 5.02 The Union agrees to appoint one (1) Employee in the bargaining unit to serve as the shop steward and one (1) Employee to serve as assistant shop steward to act as the official, local spokesperson for the Union membership. The Union agrees to notify the Employer in writing of which Employees are serving as shop steward and assistant shop steward. The Employer is not required to recognize the shop steward or assistant shop steward until such notification has been given.
- 5.03 The shop steward shall seek approval from the immediate supervisor to leave the workplace as necessary in their capacity and shall report to the supervisor upon return to work. Such approval shall not be unreasonably withheld.
- 5.04 An Employee may request that a Union **representative** be present **during the following types of meetings:**
- (a) A disciplinary investigation.**
 - (b) A meeting where discipline is being imposed.**
 - (c) A meeting termination or extending a probationary period.**

The lack of availability of a **Union Representative** shall not delay any disciplinary meeting by more than twenty-four (24) hours. **The Union agrees to provide an annual notification to the Employer of the names and union positions of the Union Representatives. In the event of any changes, the Union agrees to notify the Employer of the change.**

- 5.05 The Employer shall not make verbal or written agreements that violate this Agreement with any bargaining unit member.
- 5.06 The Employer agrees to inform each new Employee, upon hiring, that a collective agreement is in effect.

ARTICLE 6 - Check off

- 6.01 The Employer agrees to deduct a uniform amount of Union dues set by the local Union from the wages of each Employee.
- 6.02 Notification of a change in the amount of such deduction shall be presented to the Employer in writing by the Union, as far in advance as is practical, but with the minimum time period of thirty (30) days.
- 6.03 Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of CUPE, 1375 St. Laurent Blvd. Ottawa, ON, 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.
- 6.04 Total Union dues deducted for individual Employees each year will be included on each T-4.
- 6.05 The Union shall indemnify and save harmless the Employer from any and all claims, which may be made against it, by any Employee or Employees for amounts deducted from wages as herein provided.

ARTICLE 7 - Grievance Procedure

7.01 A grievance shall be any dispute relating to the interpretation, application, or administration of this Agreement, or where an allegation is made that this Agreement has been violated. The time limits in this article are mandatory and may only be changed by mutual consent confirmed in writing. If a grievance is not presented within the agreed to time limits or referred to arbitration within the agreed to time limits, the grievance will be deemed to have been abandoned and will be null and void. A grievance shall not be filed until the subject matter of the grievance is first discussed orally at a meeting scheduled between the Employer, the Employee or Employees for the express purpose of discussing the matter at issue.

7.02 The following is the method for dealing with grievances:

At each step in the grievance procedure, the issue shall be presented in writing, specifying the particulars of the grievance, the article allegedly violated, and the remedy sought.

Step 1

The grievance shall be presented in writing by the Employee to their immediate supervisor or designate within five (5) working days of the occurrence of the alleged violation. The immediate supervisor concerned shall render their decision, in writing, within ten (10) working days. Prior to the immediate supervisor rendering their decision in writing, the parties may meet to discuss the grievance. The shop steward may accompany the Employee.

Step 2

Should there be no settlement of the grievance in Step 1, and the Union decides to pursue the grievance, the shop steward shall, within five (5) working days, submit the issue to the Executive Director. The Executive Director will issue their decision, in writing, within ten (10) working days. Prior to the Executive Director rendering their decision in writing, the parties may meet to discuss the grievance. The shop steward may accompany the Employee.

- 7.03 Where a dispute involving a question of general policy or interpretation occurs, or where a group of Employees or the Employer files a grievance, the grievance procedure may commence at Step 2.
- 7.04 The Employer may institute a grievance by delivering the same in writing to the President of the Union Local or designate and the President shall answer such grievance within five (5) working days.

ARTICLE 8 - Arbitration

- 8.01 No matter may be submitted to arbitration unless settlement thereof has been attempted through the grievance procedure set forth in Article 7.
- 8.02 If the Union and the Employer cannot reach a settlement, either party may, within ten (10) working days of the reply given in Step 2 of Article 7.02 or Article 7.04, submit the grievance to arbitration, in writing, to be heard by a single arbitrator.
- 8.03 The notice of intention to proceed to arbitration shall contain the names of the submitting party's three (3) suggested arbitrators and provide a detailed description of the matter submitted to arbitration and all articles of this Agreement the party claims to have been breached. The Union will provide its notice herein to the Executive Director and the Employer shall provide its notice herein to the Union President.
- 8.04 In the event the parties fail to agree to the selection of the Arbitrator within five (5) working days of the receipt of notice referenced in Article 8.02, either party may request the Minister of Labour and Advanced Education for the Province of Nova Scotia to appoint an impartial Arbitrator.
- 8.05 The Arbitrator shall not be authorized to make, nor shall they make, any decision or recommendation inconsistent with the provisions of this Agreement, nor alter, add to, modify, or amend any part of this Agreement, nor make any general changes such as changes in wage rates, nor deal with any matter not covered by this Agreement.
- 8.06 The decision of the Arbitrator shall be final and binding upon the Employer, the Union and any Employees concerned.
- 8.07 The parties shall share equally the fees of the Arbitrator.

ARTICLE 9 - Discipline

9.01 Wherever possible, discipline shall be applied in a manner consistent with the principles of progressive discipline. However, this does not preclude the Employer from deviating from the principles of progressive discipline where a more serious disciplinary penalty is warranted.

9.02 An Employee may have a Union representative present during any disciplinary meeting.

9.03 An Employee may have access to his or her personnel file, in the presence of Community Justice Society management, at a mutually agreeable scheduled time. No reasonable request will be denied.

9.04 With the exception of probationary Employees in **Article 4**, no Employee shall be disciplined or discharged except for just cause.

9.05 An Employee's personnel file shall be cleared of any disciplinary record, other than suspension, after thirty (30) months provided the file does not contain any further record of disciplinary action during the thirty (30) month period.

ARTICLE 10 - Non-Discrimination & Harassment

10.01 There shall be no discrimination or harassment by the Employer in:

- (a) Refusing to employ or continuing to employ any Employee; or
- (b) In the course of employment, to differentiate adversely in relation to any Employee, upon any ground prohibited in the Nova Scotia Human Rights Act, as amended from time to time, including: age; race; colour; religion; creed; sex; sexual orientation; physical disability or mental disability; an irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity, **gender identity, gender expression**, an individual's association with another individual or class of individuals having any of the aforementioned characteristics.

10.02 There shall be no discrimination or harassment by the Employer because of membership or non—membership in the Union, and the Union shall not intimidate or coerce or allow any of its members to intimidate, coerce, or threaten any Employee of the Employer in any manner.

10.03 The Employer shall provide a workplace that is compliant with the Violence in the Workplace Regulations pursuant to the Nova Scotia Occupational Health and Safety Act which is free of:

- (a) Threats, including a threatening statement or threatening behaviour that gives an Employee reasonable cause to believe that the Employee is at risk of physical injury; or
- (b) Conduct or attempted conduct of a person that endangers the physical health or physical safety of an Employee.

ARTICLE 11 - Seniority Provision

- 11.01 Seniority for the purpose of this Agreement shall be the length of uninterrupted employment in the bargaining unit, from the Employee's date of hire.
- 11.02 Subject to Article 4.05, after an Employee has successfully completed the twelve (12) month probationary period, **they** will cease to be a probationary Employee and **their** name will be placed on the seniority list and they shall receive seniority from the date of hire.
- 11.03 An Employee shall lose seniority, forfeit all rights hereunder, and be deemed to be terminated with no right or obligation to rehire if the Employee:
- (a) **Voluntarily resigns.**
 - (b) Is dismissed and a dismissal is not reversed through the grievance procedure or arbitration procedure.
 - (c) Is laid-off for a period in excess of twelve (12) months.
 - (d) Fails to return to work within **ten (10)** working days following notification of recall by registered mail, **email, telephone call** or any other means. The Employee shall keep the Employer informed of his current address, **email address**, and telephone number.
- 11.04 The Employer shall maintain a seniority list showing the current classification and each Employee's date of hire. Where two or more Employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April of each year.

ARTICLE 12 - Layoff Provision

12.01 Layoffs shall be by classification, by seniority, providing the Employees remaining possess the necessary skill and ability.

12.02 The Employer reserves the discretion to deviate from Article 11.01 with respect to Employees appointed pursuant to a Designated Competition under Article 4.06.

ARTICLE 13 - Banked Hours of Work

13.01 A full-time Employee's normal work week shall consist of thirty-seven and a half (37.5) hours per week between Monday and Friday consisting of seven (7) hours worked each day with an additional half (1/2) hour paid break. Employees shall take an additional half (1/2) hour unpaid break at any point in the day. The breaks may be taken at the Employee's discretion.

13.02 The Employer shall normally schedule all part-time Employees to work less than 37.5 hours per week.

13.03 Employees will work a normal work week schedule of 7.5 hours a day which will fall between the Employer's hours of operation of 8:00am to 6:00pm. (Examples include: 8:30am to 4:00pm or 10:00am to 5:30pm). Subject to Employer approval, not to be unreasonably withheld, Employees will notify the Employer of their normal work week schedule, and Employees may amend their normal work week schedule with one week's written notice to management on the preceding Monday.

(a) One Day Deviation (Late Start): Where an Employee anticipates a deviation from their normal work week schedule start time due to severe weather, traffic disruption or other extenuating factors, prior to their scheduled start time, the Employee will inform the front desk that they will be late and their expected time of arrival. On arrival at work, the Employee will work a 7.5-hour day as described in Article 13.01. The following day, the Employee will return to their normal work week schedule start time.

Should the Employee's start time as a result of the deviation not permit the Employee to work their 7.5 hours before the Employer's close of business (6:00pm), those additional hours may be worked on a subsequent day or deducted from the Employee's banked hours, at the Employee's discretion.

The parties agree to Article 13.03(a) on a trial basis only for the life of this agreement. Unless specifically agreed otherwise, this article shall not renew in any subsequent agreement.

13.04 Where a deviation from the hours of work in 13.01 is required by the Employer or work demands, (a) on any particular day, where an Employee works in excess of 7.5 hours worked, or (b) during any

particular week, where an Employee works in excess of 37.5 hours worked, (i) the Employee may reschedule their work week such that it does not exceed 37.5 hours, or (ii) where rescheduling the work week does not occur, the excess hours will be credited to the Employee as "banked hours".

Prior Employer approval for the banking of hours beyond the end of the Employee's scheduled work day:

- (a) Is not needed when the Employee is doing restorative justice sessions, Employer led programs or when client meetings run longer than scheduled.
- (b) Is required when the Employee is performing any other type of work.

13.05 Prior to using banked hours, the Employee will notify the appropriate manager in writing. Banked hours may be used in the week that they are earned. Banked hours may also be taken in blocks of 7.5 hours.

Subject to operational needs, Management may decline the use of banked hours (examples of such operational needs include (a) urgent client needs, or other urgent needs of the Employer, requiring the knowledge or experience of the Employee declined the use of banked hours, or (b) low staffing levels, for example, two (2) or fewer Caseworkers as a result of anticipated or unanticipated absences).

13.06 Except with written management approval, Employees cannot accrue more than 22.5 banked hours at any one time. If banked hours exceed 22.5 hours, the Employer, in consultation with the Employee, shall schedule the excess hours to be taken within (2) months of the 22.5 hours limit being breached.

- (a) Banked hours do not have monetary value and cannot be cashed out for monetary payment.

13.07 Notwithstanding Article 13.04, where professional development is mandatory on a Saturday or Sunday, Employees shall be compensated as follows:

- (a) Professional development sessions offered by the Nova Scotia Department of Justice shall be compensated with time off in lieu at straight time; and

(b) Professional development sessions offered by the Employer shall be compensated with time off in lieu at time and one half.

13.08 An Employee who is called in and required to work outside their regular working hours shall be compensated with time off in lieu of three (3) hours or the actual time worked, whichever is greater. The Employer, in consultation with the Employee, shall schedule time off in lieu to be taken within two months from when it is earned.

13.09 Employees requested to be on standby by the Employer outside of regular working hours (i.e. on evenings or weekends) shall be compensated with standby pay at the rate of \$15 day.

ARTICLE 14 - Overtime

- 14.01 In accordance with Article 13, Employees are required to schedule and prioritize their case loads in order to complete their work in a thirty-seven and a half (37.5) hour week.
- 14.02 "Overtime Hours" are hours an Employee is required to work at the request of the Employer beyond forty-four (44) hours in a week.
- 14.03 Employees shall only work Overtime Hours at the express request of a Manager.
- 14.04 In circumstances where an Employee is required to work Overtime Hours, such Overtime Hours shall be compensated with time off at the rate of time and one half of such Overtime Hours worked. Time off must be used within two (2) months from when it is earned. In the event that time off cannot be taken within the two-month period, it shall be paid. Employees are required to obtain approval from a Manager when taking such time off. Such approval shall be subject to operational requirements but shall not be unreasonably withheld.

ARTICLE 15 - Holidays

15.01 Full-time, part-time, **and term** Employees may be eligible to be paid for seven and a half (7.5) hours, at the Employee's regular rate for the **fourteen** (14) named holidays as follows:

New Year's Day	Heritage Day
Good Friday	Easter Monday
Victoria Day	Canada Day
August 1 st (Natal Day)	Labour Day
Truth & Reconciliation Day	Thanksgiving Day
Remembrance Day	Christmas Eve
Christmas Day	Boxing Day

15.02 An Employee who practices a faith other than Christianity may substitute another day in lieu of the Good Friday, Easter Monday, or Christmas Day in order to celebrate the religious holiday(s) of their faith. An Employee who chooses to substitute holidays **may** work during Christian holiday(s) or make other arrangements suitable to the Executive Director. **In such cases, the Employee waives payment of holiday pay for the Christian holiday upon which they decide to work.**

15.03 In the event the Nova Scotia Legislature enacts an additional statutory holiday, such holiday shall be granted to Employees according to the above-noted eligibility.

15.04 The Employer will close the workplace for the business days that fall between Christmas Day and New Year's Day, subject only to the Employer requesting one or more Employees to work on one or more of these **business** days in extenuating or emergency circumstances. In the event one or more Employees is required to work on one or more of these **business** days, they shall be compensated according to the overtime provision of this Agreement.

ARTICLE 16 - Sick Leave

16.01 The purpose of sick leave is to provide Employees with some protection against the loss of earnings during short-term periods when, due to illness, they cannot perform their assigned duties. No payments shall be made for accumulated sick leave upon retirement or if an Employee separates for any reason.

16.02 Employees shall earn sick leave at the rate of one and one-half (1 1/2) days per month of service to a total of eighteen (18) days per year.

16.03 In addition, Employees may accumulate and carry forward up to thirty (30) sick days in their individual sick leave bank. Employees must use their annual earned sick days pursuant to Article 16.02 prior to using any sick days from their sick leave bank. In the case of part-time Employees, sick leave pay will be prorated and based on the percentage of time each part-time Employee works.

16.04 Proof of illness, suitable to the Employer, may be **requested** for any period of sick leave: **(a) in excess of three (3) consecutive working days, or (b) where one- or two-day periods of absence are frequently occurring, subject to the Public Health directives existing at that time.**

16.05 Employees will endeavour to schedule medical, dental, and other related appointments outside business hours. However, where such appointments cannot be scheduled outside business hours, Employees will provide the Employer with advance notice of the time and duration of their absence and whether or not they are:

- (a) Using Banked hours.
- (b) Using Sick leave.
- (c) Using Vacation; or
- (d) Attending the appointment as unpaid leave.

ARTICLE 17 - Other Leaves

17.01 Personal Leave

The Employer recognizes that there are times when Employees may require time off to attend to personal needs or to care for family members that are ill.

Employees are permitted, after notifying their supervisor, to take up to five (5) days of their earned sick leave for these purposes.

17.02 Bereavement Leave

An Employee is entitled to be paid bereavement leave for up to five (5) working days in the event of the death of the Employee's spouse, partner, parent, step or foster parent, grandparent, grandchild, mother-in-law, father-in-law, brother, sister, guardian, child, stepchild, or ward (foster child).

17.03 In the event of the death of an Employee's son-in-law, daughter-in-law, sister-in-law or brother-in-law, aunt, uncle, niece, nephew, an Employee is entitled to a leave of absence with pay of up to one (1) calendar day.

17.04 In the event that the funeral is held more than 400 km from Halifax or out of province, two (2) additional unpaid days shall be granted.

17.05 Employees may be granted time off work to attend the funeral of a fellow Employee or close friend. Granting of this time will be at the discretion of the Executive Director and subject to operational requirements.

17.06 If a death occurs for which Bereavement Leave is provided under this Article, and the Employee has scheduled vacation days or banked hours, during the Bereavement period, Bereavement Leave shall be substituted for the scheduled vacation days or banked hours.

17.07 The Employer reserves the exclusive right to extend bereavement leave, with or without pay, in appropriate circumstances.

17.08 Court Leave

An Employee is entitled to five (5) paid consecutive working days where the Employee is required to serve on a jury or is required to testify as a witness, in court, under subpoena or summons. Where the

court proceeding extends beyond five days, the Employer may extend court leave, in appropriate circumstances. Any monies earned over, and above regular salary of the Employee will be deducted. An Employee is required to give the Executive Director as much notice as possible of the Employee's requirement to take court leave. The Employee shall provide a copy of the documentation indicating the requirement to be present in court.

17.09 Union Leave

Special leaves without pay may be granted to Employees who are selected or appointed to attend Union meetings and conventions, Union educational programs or to work as replacements for Union staff on a relief basis and for such other purposes as may be agreed to by the Employer, provided that (a) the Employer has been provided at least three (3) weeks advance notice of such leave, and (b) operational requirements and staffing levels permit such leave. The Union shall reimburse the Employer for the wages and benefits of any Employees granted union leaves under this article.

ARTICLE 18 - Pregnancy and Parental Leave

18.01 The Employer agrees to grant pregnancy and parental leave in a manner consistent with the Nova Scotia Labour Standards Code.

ARTICLE 19 - Benefits

19.01 The Employer shall pay 100% of the single coverage premiums for full-time Employees for the following group benefit plans:

Health
Life Insurance
Dental

19.02 The Employer shall make an Employee Assistance Plan ("EAP") available to Employees at no cost.

19.03 Full-time Employees shall participate in the benefits plan established at Article 19.01. Participating is a mandatory condition for employment. However, where an Employee provides proof of coverage from an alternate source, an Employee may opt out of coverage for the health and dental provisions of the plan.

19.04 Part-time Employees may join the Health and Dental plans and if the Employee chooses to do so, the Employee shall also share equally with the Employer in the premium cost of these plans.

19.05 With the exception of Article 19.08, Probationary Employees shall be entitled to the benefits in this Article in accordance with their full-time or part-time status, as set out in this Article.

19.06 Participation in the Long-Term Disability Plan is mandatory for full-time Employees, and the cost of the premium shall be paid one hundred percent (100%) by the Employee.

19.07 Employees covered by the group benefits plan with dependents may subscribe for additional coverage for their dependents where permitted by the insurance provider (hereinafter "Family Benefits Subscriber"). The Employer shall contribute up to a maximum of \$3,647.00 annually per Family Benefits Subscriber towards the cost of family benefit coverage for each Family Benefits Subscriber, up to a maximum combined total of \$12,000 for all Family Benefits Subscribers in the bargaining unit. If there are more than 3 Family Benefits Subscribers opting into family benefit coverage, the maximum combined total of \$12,000 for all Family Benefits Subscribers will be shared equally among all Family Benefits Subscribers opting into family benefit coverage (i.e. in such a case, this will have the effect of reducing the above-noted \$3,647.00 for each Family Benefits Subscriber).

- 19.08 On ratification of the Collective Agreement the Employer shall contribute seven percent (7%) of an Employee's annual gross salary (exclusive of approved overtime) toward a Registered Retirement Savings Plan ("RRSP") for each full-time Employee.
- 19.09 The agreement of the Employer to contribute to the cost of a group benefit plan does not mean that the Employer assumes in any way the obligation to provide any of the benefits contemplated by this Article. Furthermore, these matters shall not be subject to grievance or arbitration.
- 19.10 Should an Employee, for whatever reason, be approved for an unpaid leave of absence, the Employee must continue to provide the Employer with his or her portion of the monthly benefit premiums pursuant to this Article. (Note: The Employer's commitment herein at Article 19.10 shall end upon the expiry of this Agreement and revert to Employee's paying 40% of the premiums for benefits at Articles 19.01 and 19.07 while on an approved leave of absence).

ARTICLE 20 - Pay Provisions

20.01 The Employer shall pay, by direct deposit, salaries, and wages - bi-weekly for the current weeks in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each payday, Employees shall be provided with an itemized record of wages and deductions. Notwithstanding the foregoing, should an error be made in payroll to an Employee's detriment, the correction will be paid by either cheque or direct deposit, whichever is more practical. Should an error be made to the benefit of the Employee, the Employee agrees to make the necessary repayment to the Employer.

ARTICLE 21 - Vacations

21.01 Length of Vacation

An Employee shall earn vacation leave entitlement and vacation pay in accordance with the Employee's service as follows:

Less than one year up to the 60th month of service 1 1/4 days/month to a maximum of 15 days/year

Each year after 60 months of service 1 2/3 days/month to a maximum of 20 days/year

Each year after 120 months of service 2 1/2 days/month to a maximum of 30 days/year

21.02 An Employee's service for the purpose of calculating vacation leave entitlement will not be interrupted by an approved leave of absence due to illness or pregnancy and parental leave.

21.03 The vacation year shall be April 1 to March 31, inclusive.

21.04 Unless the Executive Director approves an exception, vacation earned shall not be taken until an Employee has worked for six (6) months.

21.05 Part-time Employees' vacation will be pro-rated and based on the percentage of time each part-time Employee works.

21.06 The granting of vacation time off shall be based on Employee seniority and the number of Employees on vacation leave at one time will remain within the sole discretion of the Employer. Annual leave shall not be taken except with the prior approval of the Employer. However, subject to operational requirements, reasonable effort shall be made to grant annual vacation at the time requested by the Employee.

21.07 Except as otherwise provided in the Agreement, vacation leave entitlement shall be used within the year in which it is earned. The Employee shall advise the Executive Director in writing of their vacation preference for their first two weeks of vacation as soon as possible for the following vacation year, but not later than March 31st in each year. Following this date and subject to the Employer's

operational needs, an Employee may request a change to their vacation preference for that year. In order to receive preference for vacation time off based upon seniority, the Employee must apply for vacation leave in accordance with the deadlines set out herein. Otherwise, the Employee shall forfeit their seniority preference.

- 21.08 Employees leaving the employ of the Employer shall reimburse the Employer for all vacation used but not earned. Such amounts may be deducted from the Employee's final pay.
- 21.09 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, they shall be paid at time and one half the regular rate of pay plus one vacation lieu day off for each day in which work was performed.
- 21.10 The Employer encourages and supports all Employees to use their annual vacation entitlement each year. However, upon written request to the Employer, an Employee may request to carry over up to five (5) unused vacation days. Days carried into the next fiscal year must be used before July 15th or shall be forfeited.**

ARTICLE 22 - Transportation and Travel

- 22.01 Employees are responsible for their own transportation to and from work. Employees hired after January 1, 2002 must have a driver's license valid in Nova Scotia or clearly demonstrate their ability to meet all potential travel requirements of the job.
- 22.02 Expenses covered by the Employer include parking fees incurred during out-of office visits, ferry and bridge tolls related to Employer business and mileage tied to the Provincial rate.
- 22.03 Any Employee using a privately owned automobile for work purposes must carry appropriate insurance.
- 22.04 Whenever the Employer is operating out of premises where Employees do not have free parking, the Employer will provide Employees with a maximum of \$100.00/month for parking expenses, provided Employees provide the Employer with satisfactory receipts for parking expenses, on a monthly basis.
- 22.05 The Employer will provide a cell phone with talk and text for work use for each Restorative Justice Caseworker and Restorative Justice Community Service Order Coordinator.
- 22.06 Wherever an Employee is required to work away from the Employer's workplace (i.e. greater than 80 KM one-way), subject to providing an itemized receipt, provided the Employee has worked the duration of time set out below, they shall receive the corresponding reimbursement (which is the actual amount expended inclusive of taxes and gratuities and exclusive of alcohol):

Duration of Time Away from Office (including travel time)	Maximum Meal Reimbursement/Day
4 hours	\$15/day
8 hours	\$35/day
12 hours	\$43/day

22.07 Wherever an Employee is required to attend a conference away from the Employer's workplace (i.e. greater than 80 KM one-way), subject to providing an itemized receipt inclusive of taxes and gratuities and exclusive of alcohol, meals not covered by the conference will be paid up to \$15.00 each for a maximum of \$43.00/day.

22.08 Whenever an Employee is required to attend mandatory training at the request of the Employer, they shall receive \$15.00 for their lunch on that day, subject to providing an itemized receipt inclusive of taxes and gratuities and exclusive of alcohol, if lunch not otherwise provided at the training.

ARTICLE 23 - Background Checks

23.01 Should the Employer require a Caseworker to undergo a Criminal Record Check and/or a Child Abuse Registry Check, the Employer agrees to absorb any cost associated with that requirement.

ARTICLE 24 - Bulletin Boards

24.01 The Employer shall provide a designated 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.

ARTICLE 25 - Strikes and Lockouts

25.01 During the life of this Agreement, and pursuant to the Trade Union Act, no Employee(s) shall strike, and the Employer shall not lockout Employees.

25.02 "Strike" and "lockout" shall be as defined in the Trade Union Act.

ARTICLE 26 - Duration and Retroactivity

- 26.01 This Agreement shall be effective for a **three-year term from April 1 2021 to March 31, 2024.**
- 26.02 Wage increases for the duration of the Agreement shall be as specified in Appendix "A".
- 26.03 Notice of intent to renegotiate the contract in its entirety shall be made in writing by either party to the other not less than three (3) months before the date of expiration of the Agreement. Failure by either party to give such notice shall result in the contract being renewed automatically year to year until either party gives notice as provided herein.

ARTICLE 27 - Labour Management Committee

27.01 A Labour Management Committee ("LMC") shall be established consisting of two (2) representatives of the bargaining unit and two (2) representatives of the Employer.

27.02 The LMC will meet quarterly in March, June, September, and December as follows:

(a) The meeting shall be scheduled a mutually convenient time and locations.

(b) The bargaining unit or Employer representatives may provide the other party with written agenda items for discussion no later than seven (7) days prior to the meeting. Only items set out in the agenda for the meeting may be discussed at the meeting, subject to additional items being tabled during the meeting upon mutual agreement.

(c) Meetings may be re-scheduled, deferred or cancelled upon mutual agreement of LMC members.

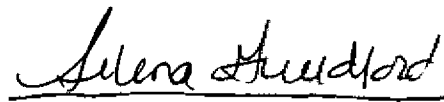
27.03 LMC does not have the power to make decisions that bind the Union or the Employer with respect to any item discussed during its meetings.

DATED IN THE HALIFAX REGIONAL MUNICIPALITY, NOVA SCOTIA THIS
15 DAY OF August, 2024.

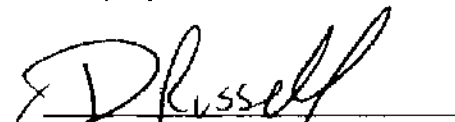
Community Justice Society
(Halifax Region)

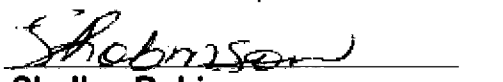

Maria West
President, Board of Directors


Barbara Miller
Executive Director


Selena Guildford
Casework Manager

Canadian Union of Public
Employees, Local 4764


Denise Russell
President, CUPE Local 4764


Shelley Robinson
Vice President, CUPE Local 4764

js/cope491
August 13, 2024

APPENDIX A - Wage Rate Schedule

Classification	2021/2022 Wage Rate [Effective April 1, 2021] 1.5%	2022/2023 Wage Rate [Effective April 1, 2022] 1.5%	2023/2024 Wage Rate [Effective April 1, 2023] 3%	2024/2025 Wage Rate [Effective March 31, 2024] 0.5%
Caseworkers	\$47, 520.00	\$48, 233.00	\$49, 680.00	\$49, 929.00
CSO Coordinator	\$47, 520.00	\$48, 233.00	\$49, 680.00	\$49, 929.00

APPENDIX B – Job Evaluation Committee

MEMORANDUM OF AGREEMENT

BETWEEN

**COMMUNITY JUSTICE SOCIETY
(the "Employer")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4764
(the "Union")**

(each a "Party" and together the "Parties")

The Parties will form a committee (the 'Committee) to carry out a study into appropriate compensation levels for the Employer's unionized caseworkers. More particularly, the mandate of the Committee will include:

- (a) Studying rates of pay within Nova Scotia for positions which are comparable to Community Justice Society caseworkers ("Comparable Positions").**
 - (b) Studying rates of pay for Comparable Positions in other Atlantic Canadian provinces.**
 - (c) Making recommendations to the Parties on the appropriate rate or rates of pay for CJS Caseworkers.**
 - (d) Generating a written report (the "Report") including the information recommendations notes in a – c.**
- 1. Neither the Report nor its recommendations bind the Parties.**
 - 2. The Committee shall be comprised of three (3) representatives appointed by each of the Parties, which appointments shall occur on or before January 15, 2024.**

- 3. The Committee shall complete its work, including the generation of the Report on or before March 31, 2024.**
- 4. Whenever a Committee member disagrees with any recommendation, such dissent shall be indicated in the Report.**
- 5. This Memorandum of Agreement shall expire upon completion of the Report.**