

**COLLECTIVE AGREEMENT**

**between**

**COVERDALE COURTWORK SOCIETY**

**and**

**NOVA SCOTIA GOVERNMENT  
& GENERAL EMPLOYEES UNION**

**April 1, 2025 – March 31, 2028**

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## ARTICLE 1 - INTERPRETATION AND DEFINITIONS

### 1.01 Definitions

In this Agreement,

- (1) **"Bargaining Unit"** means all full-time, part-time, casual, temporary, term and probationary Employees of Coverdale Courtwork Society.
- (2) **"Casual Employee"** means a person hired on a day-to-day basis or as relief for an Employee in the bargaining unit. The Employer shall not employ a person on a casual basis to do work of the sort performed by Employees in the bargaining unit where an Employee can be appointed to the bargaining unit on a probationary, permanent or temporary or term basis.
- (3) **"Day"** except where otherwise provided, means Monday through Friday excluding holidays.
- (4) **"Employee"** means a person who is included in the bargaining unit.
- (5) **"Employer"** means Coverdale Courtwork Society.
- (6) **"Full-time Employee"** means one hired to work the full-time hours of work as defined in this Collective Agreement.
- (7) **"Part-time Employee"** means an Employee who is hired to work on a regular basis but for less than full-time hours as defined in this Collective Agreement. A part-time Employee shall receive the wage rates and applicable benefits on a pro-rata basis according to their paid hours of work, except as otherwise specified herein. When a regular part-time Employee is employed, the Employee will be advised of the number of shifts (hours) the Employee will be expected to work.
- (8) **"Service"** means the total accumulated months of employment with the Employer, as an Employee since the last date of hire.
- (9) **"Spouse"** is a person to whom the Employee is legally married, or a person with whom the Employee has an intimate relationship.
- (10) **"Term Employee"** means an Employee who is hired to replace an incumbent on an approved leave of absence no to exceed eighteen (18) months.

- (11) **“Temporary Employee”** means an Employee hired for a temporary vacancy for a specific short term funded project not to exceed one (1) year, unless mutually agreed between the Union and the Employer.
- (12) **“Union”** means the Nova Scotia Government & General Employees Union.

## **ARTICLE 2 - UNION RECOGNITION AND SCOPE OF AGREEMENT**

### **2.01 Bargaining Agent Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described by Certification Order 2564 of the Nova Scotia Labour Board.

## **ARTICLE 3 – DISCRIMINATION, HARASSMENT AND RESPECTFUL WORKPLACE**

### **3.01 No Discrimination for Union Activity**

The Union and the Employer agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee for reason of membership or activity in the Union.

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### **3.02 No Discrimination**

Neither the Employer nor any person acting on behalf of the Employer shall discriminate against any Employee on any grounds defined in the Human Rights Act, S.N.S. 1991, c.12, except as authorized by the Human Rights Act, or any other law. These grounds include age; race; religion; creed; sex; sexual orientation; gender identity; gender expression; physical disability or mental disability; ethnic, national, or aboriginal origin; family status; marital status; source of income; political belief, affiliation, or activity.

### **3.03 Harassment**

Cases of harassment related to the grounds listed in Article 3.02 shall be considered as discrimination and a matter for grievance and arbitration. Such grievances shall be filed by the aggrieved Employee and/or the Union at Step 1 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

Sexual harassment in the workplace is included in this Clause and is defined as any sexually oriented practice that undermines a staff person's physical and/or

emotional health or job performance or endangers a staff person's employment status or potential.

### **3.04 Personal Harassment**

Cases of personal harassment shall be a matter for grievance and arbitration. Such grievances may be filed by the aggrieved Employee and/or the Union at Step 1 of the grievance procedure and shall be treated in strict confidence by both the Union and the Employer.

Harassment is defined as deliberate action that ought reasonably to be known as unwelcome by the recipient and which serves no legitimate work-related purpose.

### **3.05 Domestic Violence**

The Employer shall provide, and the Union shall support a workplace policy on Domestic Violence. This policy shall be made accessible to all Employees.

Workers experiencing domestic violence shall be considered for paid leave in accordance with Article 27 and as outlined in the policy.

### **3.06 No Compulsory Retirement Age**

There shall be no compulsory retirement age for staff.

### **3.07 Respectful Workplace Policy**

The parties are committed to a healthy, safe, and supportive workplace and are committed to providing a work environment that values diversity and treats all persons with respect and dignity.

The Employer agrees to the development and implementation of a Respectful Workplace Policy.

## **ARTICLE 4 - APPLICATION**

### **4.01 Application**

This Collective Agreement applies to and is binding on the Union, the Employees, and the Employer.

#### **4.02 Gender Neutral**

The Union and the Employer support the right to gender expression; therefore, the provisions of this agreement are intended to be gender neutral wherever possible and will be interpreted on that basis. Changes to create gender neutral language in this agreement are not intended to change the substantive meaning of any article.

Wherever the singular or plural is used in this agreement, the same will be construed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

### **ARTICLE 5- FUTURE LEGISLATION**

#### **5.01 Future Legislation**

In the event that any law passed by the Legislature applying to the Employees covered by this Collective Agreement renders null and void any provision of this Collective Agreement, the remaining provisions of the Collective Agreement shall remain in effect for the term of the Collective Agreement.

### **ARTICLE 6 - MANAGEMENT RIGHTS**

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#### **6.01**

The Parties agree that the Employer has the sole and exclusive right, power and authority to manage the workplace, and the Employer's undertaking, where not specifically abridged or modified by this agreement.

#### **6.02**

The Employer shall have the right to implement policies and procedures provided that said policies and procedures do not explicitly contravene the terms of the Collective Agreement. The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

#### **6.03**

Should a question arise as to whether the exercise of management's rights is in conflict with the specific provisions of this agreement, failing agreement by the parties, the matter shall be determined by the grievance and arbitration procedure

## **ARTICLE 7 - RIGHTS AND PROHIBITIONS**

### **7.01 No Lockout or Strike**

The Employer shall not cause a lockout, and an Employee shall not strike.

## **ARTICLE 8 - UNION DUES CHECK-OFF**

### **8.01 Deduction of Union Dues**

The Employer will, as a condition of employment, deduct an amount equal to membership dues from the twice-month biweekly pay of all Employees.

### **8.02 Notification of Deduction**

The Union will inform the Employer of the deduction to be made under Article 7.01.

### **8.03 Remittance of Union Dues**

The Employer shall send the amounts deducted under Article 7.01 to the Union by one monthly cheque within a reasonable time after deductions are made. The cheque shall be accompanied by contact information and/or change in job status identifying each Employee and the deductions made on the Employee's behalf.

### **8.04 Tax Form**

For each Employee, the Employer shall indicate on the Revenue Canada Taxation Form (T4) the amount of contributions under this Article.

### **8.05 Liability**

The Union shall indemnify the Employer and hold it harmless against any and all claims, demands and liabilities in respect to any action taken by it for the purpose of complying with the provisions of this Article.

## **ARTICLE 9 - UNION INFORMATION**

### **9.01 Bulletin Board**

Space shall be provided in each work location, for the purpose of posting notices pertaining to elections, appointments, meeting dates, and news items, social and recreational activities.

### **9.02 Electronic Software**

The Employer shall allow the Union to utilize computer software for the purpose of sending and receiving information and for virtual meetings provided that there is no cost to the Employer.

## **ARTICLE 10 - INFORMATION**

### **10.01 The Employer Shall Acquaint New Employees**

- (a) The Employer agrees to inform new Employees that a Collective Agreement is in effect and with the conditions of employment contained within as they relate to Union security and dues check-off.
- (b) A Union Steward shall be given the opportunity to meet each new bargaining unit member during regular working hours, without loss of pay and with no additional cost to the Employer, for a maximum of fifteen (15) minutes. Such time shall be arranged between the Steward and their Supervisor.

### **10.02 Letter of Appointment**

Upon hiring or change of status, the Employer shall provide the Employee with a letter of appointment indicating the Employee's job title, pay rate and employment status, including a designation as to percentage of full-time hours. The Letter of Appointment shall be copied to the Union.

### **10.03 Job Description**

Upon hiring, each new Employee will be given a copy of the Employee's job description.

Upon request by an Employee, the Employer shall provide the job description outlining the duties and responsibilities assigned to the Employee's position.

Review of job descriptions shall be done annually to ensure their accuracy.

#### **10.04 Seniority List**

An updated seniority list shall be posted in the workplace on January 1st each year. The list shall indicate each Employee's name, date of hire and, for casual Employees, their hours worked. The Employer shall send a copy of this list to the Union.

#### **10.05 Personnel Files**

- (a) The President of the Union or designate shall upon the written authority of an Employee and with appropriate notice, be entitled to review an Employee's personnel file, with the Employee's approval in the office in which it is normally kept. In order to facilitate the investigation of a grievance.
- (b) The President of the Union or designated must be accompanied by a member of management while accessing personnel files. Employees shall have access to their personnel file as requested in writing one (1) week prior to access.

#### **10.06 Evaluation Reports**

- (a) The Employer shall apply a three (3) month and six (6) month during the probationary period, and then annual standardized process and form for evaluation of Employees.
- (b) Where a formal appraisal of an Employee's performance is carried out, the Employee shall be given sufficient opportunity to review the appraisal. The Employee shall sign the evaluation indicating that they have read it.
- (c) An Employee shall receive a copy of an evaluation at the time of the signing.

### **ARTICLE 11 – APPOINTMENT**

#### **11.01 Probationary Period**

A newly hired Employee shall be appointed to the Employee's position on a probationary basis for a period of three (3) months. Before the end of the probationary period the Employer has the right to extend the probationary period for another three (3) months, with mutual agreement from the Union. Such extension shall be provided in writing.

### **11.02 Confirmation of Permanent Appointment**

The Employer shall, after an Employee has served in a position on a probationary basis as per Article 11.01, confirm the appointment on a permanent basis. The confirmation shall be provided in writing.

### **11.03 Termination of Probationary Appointment**

- (a) The Employer may terminate a probationary Employee at any time with ten (10) days notice. The reasons for such termination will be given in writing to the Employee and the Union not less than 10 days prior to the date of termination.
- (b) Where less notice in writing is given than provided for, Employees terminated in accordance with Article 10.04 (a) will continue to receive compensation (that is, pay in lieu of notice) for the number of days prior to the date of termination.
- (c) If the Employer terminates the Employee because of willful misconduct or neglect of duty, ten (10) days notice of termination or pay in lieu need not be given.

### **11.04 Permanent Employee**

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A permanent Employee is one who is hired to work indefinitely on a full-time or part-time basis.

### **11.05 Term and Temporary Appointment**

- (a) A Term Employee is one who is hired to replace an incumbent on an approved leave of absence not to exceed eighteen (18) months, unless by mutual agreement between the Union and the Employer.
- (b) A Temporary Employee is one who is required to carry on a short-term funded project where it is anticipated that the short-term funded project will but not to exceed one (1) year, unless by mutual agreement between the Union and the Employer.
- (c) The Union shall be notified in writing of the expected duration for each term or temporary employment.
- (d) If the Employer terminates the Employee because of willful misconduct or neglect of duty, ten (10) days notice of pay in lieu need not be given.

### **11.06 Termination of Term or Temporary Appointment**

- (a) The Employer may terminate a term or temporary Employee at any time with ten (10) days notice. The reasons for such termination will be given in writing to the Employee and the Union not less than 10 days prior to the date of termination.
- (b) Notwithstanding Article 11.06 (a), the employment of an Employee hired to a term appointment shall end at the conclusion of the term.

### **11.07 Notification of Appointments and Terminations**

The Employer shall advise the Union in writing of all appointments, terminations, or changes of status of each Employee in the bargaining unit within ten (10) days of their occurrence.

## **ARTICLE 12 - TIME OFF FOR UNION BUSINESS**

### **12.01 Leave Without Pay**

Where operational requirements permit, and on reasonable notice, special leave without pay shall be granted to Employees for Union business:

- (a) as members of the Board of Directors of the Union for attendance at Board meetings;
- (b) as delegates to attend conventions of the Union's affiliated bodies including, National Union of Public and General Employees, Canadian Labour Congress, Nova Scotia Federation of Labour;
- (c) as members of standing Committees of the Union for attendance at meetings of standing Committees;
- (d) as members of the Executive to attend Executive Meetings of the Nova Scotia Federation of Labour;
- (e) for such other Union business as may be authorized by the Union.

Such permission will not be unreasonably withheld. If the Union so requests in writing, the Employer shall continue to pay the salary of any Employee who is granted leave under Article 12.01 and shall bill the Union, and the Union shall pay an amount equal to the Employee's salary and fringe benefits for the period of such leave within a reasonable period of time.

## **12.02 Notification to Employer**

The Union shall notify the Employer of the names of the local executive and any other committee members, i.e. stewards, Occupational Health and Safety, Labour Management, in writing.

## **12.03 Triennial Meeting**

- (a) Where operational requirements permit and on reasonable notice, the Employer shall grant special leave without pay, and special leave without pay for travelling time for such portion of the working day prior to and following the meeting as may be required to Employees who are elected or appointed as registered delegates to attend the Triennial Meeting of the Union. Such permission shall not be unreasonably withheld.
- (b) The Union shall notify the Employer of the names of the registered delegates to the Triennial Meeting of the Union at least three (3) weeks in advance of the Triennial Meeting.

Such permission will not be unreasonably withheld. If the Union so requests in writing, the Employer shall continue to pay the salary of any Employee who is granted leave under Article 12.01 and shall bill the Union, and the Union shall pay an amount equal to the Employee's salary and fringe benefits for the period of such leave within a reasonable period of time.

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## **12.04 Contract Negotiations**

Where operational requirements permit, and on reasonable notice, the Employer shall grant special leave without pay to representatives of the bargaining unit for the purpose of preparing for and attending contract negotiation meetings with the Employer on behalf of the Union. Such permission shall not be unreasonably withheld.

## **12.05 Recognition, Rights and Duties of Stewards**

The Employer recognizes the Union's right to select stewards to represent Employees. The Union agrees to provide the Employer with a list of Employees designated as stewards. A Steward, or alternate, shall obtain the permission of The Employer or designate before leaving the work area to perform the duties of a steward.

Leave for this purpose shall be with pay and shall not be unreasonably withheld. On resuming normal duties, the steward shall notify Employer or designate.

## **12.06 No Loss of Service, Seniority or Benefits**

While on leave for Union business pursuant to this Article, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave, and the Employee's service and seniority shall be deemed to be continuous. There shall be no loss of benefits while on approved special leave.

## **12.07 Leave of Absence for Full-time Union President or Executive Position**

The parties hereby agree that the following shall apply to an Employee who is elected or appointed as the full-time President or Executive position of the Union:

- (a) An Employee who declares intention to offer for the position of President of the Union or other Union Executive Position, shall notify the Employer as soon as possible after declaring intention to seek the position.
- (b) An Employee elected or appointed, as President of the Union or Executive Position shall be given a leave of absence without pay for the term(s) the Employee is to serve.
- (c) An Employee elected to an Executive Position other than President, and selected by the Union executive to be the Second Officer off the job, shall be given a leave of absence without pay for the term(s) the Employee is to serve.
- (d) A leave of absence for a second (2nd) and subsequent consecutive terms shall be granted in accordance with paragraphs (a), (b), and (c).
- (e) For the purpose of paragraphs (b), (c), and (d), the leave of absence shall commence on July 1 and end on June 30.
- (f) All benefits of the Employee shall continue in effect while the Employee is serving as President or Second Officer, and, for such purposes, the Employee shall be deemed to be in the employ of the Employer.
- (g) Notwithstanding paragraphs (b), (c), and (f), the gross salary of the President or Executive Position shall be determined by the Union and paid to the President or Executive Position by the Employer, and the amount of this gross salary shall be reimbursed to the Employer by the Union within a reasonable time.
- (h) Upon expiration, the Employee shall be reinstated in the position they held immediately prior to the commencement of leave, or in a position mutually agreed upon by the Employee and the Employer, at a salary level commensurate with the position previously held. Where no such position is possible, Article 17 shall apply.

- (i) Notwithstanding paragraph (b), (c), or any provision of the Collective Agreement to the contrary, the period of leave of absence shall be deemed to be continuous service with the Employer for all purposes.
- (j) Notwithstanding the provisions of the Collective Agreement, vacation earned but not used prior to taking office shall be carried over to be taken in the fiscal year in which the Employee returns from leave of absence.
- (k) The Union shall reimburse to the Employer the Employer's share of contribution for E.I. premiums, Canada Pension Plan, pension plan, and group insurance premiums made on behalf of the Employee during the period of leave of absence.

### **ARTICLE 13- GRIEVANCE PROCEDURE**

The parties to this agreement agree that it is of the utmost importance to adjudicate complaints and grievances as quickly as possible. The parties are encouraged to attempt to address problems without resorting to a formal grievance procedure whenever possible. Informal discussions can take place throughout the grievance process.

The parties agree that the grievance procedure will be treated with respect and further agree that all complaints will be dealt with in a fair, reasonable and expeditious manner.

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#### **Definition**

A grievance shall be defined as any difference arising out of the interpretation application administration or alleged violation of the Collective Agreement, or in a case where the Employer or an Employee is alleged to have acted unjustly, improperly or arbitrarily.

#### **13.01 Informal Step**

- (a) An Employee who feels unjustly treated or considered aggrieved by any action or inaction by the Employer, shall first discuss the matter with their Manager no later than twenty-five (25) days after the date on which the Employee became aware of the action or circumstance. The Employee may have a Steward or alternate present if so desired.
- (b) The Manager shall answer the dispute in writing within ten (10) days of the discussions unless the Union agrees to extend this time limit.
- (c) When any dispute cannot be settled by the foregoing informal procedure, it shall be deemed to be a "grievance" and referred to the Manager in writing in ten (10) business days.

- (d) In each of the following steps of the grievance procedure, the Employer's designated representative shall arrange a meeting or meetings with the Union representative named in the grievance at the earliest mutually agreeable time, and not later than the time limit provided for in the applicable step of the grievance procedure. Such meeting(s) may be waived by mutual agreement.

### **13.02 Union Approval**

Where the grievance relates to the interpretation or application of this Collective Agreement or an Arbitral Award, the Employee is not entitled to present the grievance unless they have the approval in writing of the Union or is represented by the Union.

### **13.03 Grievance Procedure**

The following grievance procedure shall apply:

#### **Step 1**

If the Employee(s) or the Union is not satisfied with the decision of the Manager the Employee(s) may within ten (10) days of having received the Manager's written answer, present the grievance in writing to the Executive Director. Failing satisfactory settlement within ten (10) days from the date on which the grievance was submitted at Step 1 of the grievance procedure, the grievance may be submitted at Step 2.

#### **Step 2**

Within ten (10) days from the expiration of the ten (10) day period referred to in Step 1, the grievance may be submitted in writing to the Chairperson of the Board of Directors accompanied by any proposed settlement of the grievance and any replies at Step 1. The Chairperson of the Board of Directors shall reply to the grievance in writing within twenty (20) days via the Executive Director.

### **13.04 Union Referral to Arbitration**

Failing satisfactory settlement at Step 2 or upon expiration of the Employer's response period referred to in Step 2 of the grievance procedure, the Union may refer the grievance to arbitration under Article 13.

### **13.05 Union Representation**

In any case where the Employee presents their grievance in person or in any case in which a hearing is held on a grievance at any level, the Employee shall have the right to be accompanied by a representative of the Union.

### **13.06 Time Limits**

The time limits fixed in the grievance and arbitration procedure may be extended by the written consent of both parties. If the Employer fails to respond to the grievance in the time allotted, the grievance will proceed to the next step.

In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays, or paid holidays.

### **13.07 Policy Grievance**

Where either party disputes the general application or interpretation of this Agreement, the dispute may be discussed with the Employer's Executive Director, or the Union, as the case may be. Where no satisfactory agreement is reached, the dispute shall be filed at Step 2 of the grievance procedure and may be resolved pursuant to Article 13. This section shall not apply in cases of individual grievances.

## **ARTICLE 14 - ARBITRATION**

### **14.01 Notification**

After exhausting the grievance procedure, either party may notify the other party of its intention to refer the grievance to arbitration pursuant to the provisions of the Trade Union Act and this Agreement.

### **14.02 Referral to Arbitration**

In the event that a grievance is submitted to arbitration, it shall be heard by a single arbitrator.

### **14.03 Single Arbitrator**

If the Union and the Employer fail to agree upon the appointment of the arbitrator within ten (10) days of notice of arbitration in accordance with Article 13.01, the appointment shall be made by the Minister of Labour for Nova Scotia.

### **14.04 Arbitration Procedure**

The single arbitrator shall render a decision in as short a time as possible. With due regard to the wishes of the parties, the decision shall, in the normal course, be handed down within a maximum of fourteen (14) days from the appointment of the chair or single arbitrator.

#### **14.05 Arbitration Award**

Arbitration awards shall be final and binding as provided by Section 42 of the Trade Union Act. An arbitrator may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty of discharge, suspension or discipline imposed by the Employer on an Employee.

#### **14.06 Arbitration Expenses**

Each party shall pay the fees and expenses of its appointed member and one-half the applicable fees and expenses of the chair or single arbitrator.

### **ARTICLE 15 - DISCIPLINE AND DISCHARGE**

#### **15.01 Entries to Files**

Any formal entry to an Employee's personnel file that is of a disciplinary nature, meaning any form of misconduct that would warrant a letter being placed on the personnel file that could lead to further disciplinary action up to and including suspension or dismissal, shall not be placed on the Employee's personnel file without prior knowledge of the Employee affected. The Union shall also be made aware of any formal entry to any Employee's personnel file.

#### **15.02 Just cause**

No Employee who has completed the probationary period shall be disciplined, suspended without pay or discharged except for just and sufficient cause.

#### **15.03 Notification of Discharge and Suspension Without Pay**

When an Employee is discharged or suspended without pay, the Employer shall, within twenty-four (24) hours, notify the Employee in writing by registered mail or by personal service, and shall notify the Union by Fax or by personal service, stating the reason for the discharge or the suspension without pay. Dismissal and suspension shall be dealt with at Step 1 of the grievance procedure.

#### **15.04 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by an Employee shall include verbal and written censures, letters of reprimand, adverse reports, and adverse Employee evaluations. Any such document, other than formal Employee appraisals, shall be removed from the Employee's file after the expiration of two (2) years from the date it was issued, provided there have not been any further infractions of the same nature.

#### **15.05 Right to Remove from File**

- (a) Written censures, letters of reprimand, adverse reports, and adverse Employee evaluations shall be removed from the Employee's file after the expiration of two (2) years from the date it was issued, provided there have not been any further infractions of the same nature.
- (b) Any discipline that results in a suspension will remain in the Employee's file for four (4) years.

#### **15.06 Right to Have Steward Present**

An Employee shall have the right to have a steward and/or Union representative present with them at any investigative or disciplinary meeting. Where the Executive Director intends to interview an Employee for investigative or disciplinary purposes, the Executive Director shall notify the Employee in advance, in order that the Employee may contact a steward and/or Union representative, provided this does not result in undue delay of the appropriate action being taken.

#### **15.07 Joint Consultation**

The parties agree to joint consultation on matters of common interest.

### **ARTICLE 16 – RESIGNATION AND TERMINATION**

#### **16.01 Notice of Resignation**

An Employee desiring to terminate employment shall give a minimum notice of ten (10) working days in writing to the Employer. However, the Employer may accept a shorter period of time. The Employer shall acknowledge the resignation in writing.

## **16.02 Compensation for Entitlements**

All Employees shall be compensated for salary, overtime, and vacation entitlements not taken up to the date of termination, provided all recording is determined by the Employer to be complete and up to date.

## **16.03 Compensation for Employer**

Employees shall compensate the Employer if the above entitlements have been taken in excess.

## **16.04 Withdrawal of Resignation**

An Employee, who has terminated employment through resignation, may withdraw the resignation within three (3) days of the time it was submitted to the Employer.

# **ARTICLE 17 - SENIORITY**

## **17.01 Definition of Seniority**

"Seniority" - means the length of continuous employment dating from the last date of hire within the bargaining unit.

## **17.02 Seniority Information**

The Employer shall post a current seniority list on January 1st of each year.

## **17.03 Loss of Seniority**

An Employee shall lose all accumulated seniority if:

- (a) the Employee is discharged for just cause and is not reinstated.
- (b) the Employee resigns and fails to withdraw as in Article 16.04
- (c) the Employee is laid off for more than twenty-four (24) consecutive months without recall.

## **17.04 Casual Seniority**

Casual seniority will be based on hours worked.

## ARTICLE 18 - LAYOFF AND RECALL

### 18.01 Layoff

Employees shall only be laid off because of lack of funds or work, provided that the Employer makes every reasonable effort to secure funding.

### 18.02 Union Consultation

Where Employees are to be laid off, the Employer will advise and consult with the Union as soon as reasonably possible with a view to minimizing the adverse effects of the decision to lay off an Employee(s).

### 18.03 Layoff Procedure

Employees shall be laid off in reverse order of seniority.

### 18.04 Notice of Layoff

- (a) The layoff notices shall include the effective date of layoff and the reasons, therefore.
- (b) Thirty (30) days notice of layoff shall be sent by the Employer to the Union and to the Employee (s) who is/are to be laid off.

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### 18.05 Recall

- (a) Employees shall be recalled in reverse order of layoff.
- (b) Employees on the recall list shall be given first option in order of seniority of filling any vacancy (-ies), including casual vacancies, providing they possess the necessary qualifications, skills and abilities reflecting the functions of the job concerned, following a training period.
- (c) An Employee entitled to recall shall return to the services of the Employer within two (2) weeks of notice of recall, unless on reasonable grounds they are unable to do so. An Employee who has been given notice of recall may refuse to exercise such right without prejudicing the right of any future recall, except in the case of the Employee's same position classification title in which event they will be struck from the recall list. However, an Employee's refusal to accept recall to their same position classification title at the time of layoff will not result in loss of recall rights in the case of recall for occasional work or for employment of short duration of time during which they are employed elsewhere.

## **18.06 Termination of Recall rights**

The layoff shall be termination of employment and recall rights shall lapse if the layoff last for more than twenty-four (24) consecutive months without recall.

## **ARTICLE 19 - PROMOTIONS, JOB POSTINGS AND TRANSFERS**

### **19.01 Job Posting**

- (a) When a new position or vacancy is created within the bargaining unit, the Employer shall post the job internally and externally simultaneously, email each Employee and post a notice of such new position or vacancy on each Union bulletin board for a period of one (1) week. This shall include all regular positions and vacancies.
- (b) The notice of vacancy shall indicate:
  - (i) the job title;
  - (ii) the category of appointment (regular, term or temporary) and the expected duration of the appointment; and
  - (iii) whether the position is full-time or the applicable part-time designation;
  - (iv) site/location

### **19.02 Filling Vacancies**

- (a) Where two or more Employees apply for a position in the bargaining unit, the Employer shall award the position to the senior qualified candidate, provided they possess the necessary qualifications, skills and abilities reflecting the functions of the job concerned. The Employer may consider reasonable documented discipline.
- (b) If there are no permanent Employees who apply, the Employer shall award the position to the senior qualified casual Employee, provided they possess the necessary qualifications, skills and abilities reflecting the functions of the job concerned.

### **19.03 Diversity Designation**

Coverdale Courtwork Society, the Union and its members, recognize the values of diversity, equity and inclusion in the workplace.

- (a) The Union and the Employer may agree that job postings be

designated as only being eligible to applicants from one or more of the following groups: Indigenous, Black / African Nova Scotians, people of African Descent, people of colour, persons living with a disability/ disabilities, and persons of diverse sexual orientation and gender identity and / or expression.

- (b) The Union shall agree or disagree with the Employer's request to designate job postings within 10 working days of the Employer providing the Union with the rationale.
- (c) Once (a) and (b) have been agreed to, then the position shall be posted in accordance with Article 18.01.
- (d) Eligible qualified Employees of the bargaining unit will be given preference over external applicants.
- (e) If the position cannot be filled with a qualified person eligible under the designation, the position will be reposted and filled with the regular hiring process in place.

#### **19.04 External**

The Employer may post internal and external job postings concurrently. Only those positions which cannot be filled with a qualified bargaining unit Employee through the process cited above will be available for candidates outside the bargaining unit.

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#### **19.05 Term, Temporary Employees and Casuals**

Neither term Employees nor persons employed on a casual or temporary basis shall be used to avoid filling regular bargaining unit vacancies.

#### **19.06 Time Limits for Filling Vacancies**

- (a) Vacancies in term positions shall be filled within one (1) month of the posting of the term position.
- (b) Vacancies in regular positions shall be posted within one (1) month of the notice of termination and shall be filled as soon as reasonably possible.

#### **19.07 Return to Former Position**

Permanent Employees who successfully bid for term positions shall be entitled to return to their former position at the conclusion of the term.

## **19.08 Trial Period**

An Employee from the bargaining unit filling a new position or vacancy in the bargaining unit shall be placed on a trial period for three months. If such Employee proves unsatisfactory, is unable to perform the duties or opts to return to the former position during the trial period then the Employee will return to the former position. Any other Employee affected shall also be returned to the former position.

## **ARTICLE 20 - PRESERVATION OF BARGAINING UNIT WORK**

The Employer agrees not to hire persons outside the bargaining unit to perform the same or similar work as Employees in the bargaining unit.

## **ARTICLE 21 – NO CONTRACTING OUT**

The Employer shall not contract out, subcontract, transfer, lease, assign or privatize any work or services performed by members of the bargaining unit, without first offering it to bargaining unit members in order of seniority.

Furthermore, the Employer shall not contract out, subcontract, transfer, lease, assign or privatize any work or services performed by members of the bargaining unit, to avoid filling regular or term bargaining unit vacancies.

## **ARTICLE 22 - HOURS OF WORK**

### **22.01 Regular Hours of Work**

The regular hours of work for full-time Employees shall be;

- (a) forty (40) hours weekly for Case Managers, Community Justice Outreach, Prevention, Diversion Coordinator, Community Intensive Case Manager and Reintegration Coordinator.
- (b) Thirty (30) hours weekly for Program Facilitator (Pollinate) and Project Coordinator
- (c) Seventy-five (75) hours biweekly for Restorative Justice Case Workers
- (d) Eighty-four (84) hours biweekly for Justice Support Workers unless mutually agreed by the parties due to operational requirements.

- (e) The regular hours of work for Part-time Employees shall be less than thirty (30) hours weekly.

#### **22.02 Breaks**

The nature of the work for many Employees at Coverdale does not allow for scheduled break times or mealtimes, for this reason, all Employees will be paid for their entire shift including any periods of rest. You are encouraged to take breaks as shift duties permit. For Employees who worked in facilities that operate 24/7 it is the expectation that you do not leave Coverdale property while on break/shift

#### **22.03 Staff Meetings**

Staff may be required to attend regularly scheduled staff meetings as directed by the Executive Director or Manager. Such meetings, activities and functions are time worked if scheduled during working hours.

If scheduled outside working hours, an Employee will be paid a minimum of three (3) hours for each meeting.

#### **22.04 Modified Work**

With consent from the Employer, Employees may modify their work hours within the pay period in which they were earned, in order to accommodate scheduling needs. In such circumstances, any hours worked outside of Monday through Friday, 8:30am - 4:30pm shall not be considered overtime.

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#### **22.05 Breaks**

Employees who work a seven and a half (7.5) hour workday will be paid for a one half hour and two 15-minute breaks to be used at their discretion when operational requirements permit.

#### **22.04 Night shift premium**

An Employee shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours worked for hours on shifts where half or more of the hours are scheduled between 1900 and 0700 or 2000 and 0800 upon ratification of this Collective Agreement.

## ARTICLE 23– OVERTIME

### 23.01 Definitions

- (a) “overtime” means authorized work in excess of an Employee's regular hours or extension of shift.
- (b) “time and one-half” means one and one-half (1 ½) times the straight time rate

### 23.02 Allocation and Notice of Overtime

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on a fair and equitable basis among readily available and qualified Employees; and
- (b) to give Employees who are required to work overtime, adequate advance notice of this requirement.

### 23.03 Union Consultation

The Union is entitled to consult the Employer or its representative, whenever it is alleged that Employees are required to work unreasonable amounts of overtime.

### 23.04 Overtime Compensation

- (a) With consent by the Employer, Employees may modify their work hours within the pay period in which it was earned, in order to accommodate scheduling needs. In such circumstances, any hours worked outside of Monday through Friday, 8:30am - 4:30pm shall not be considered overtime, except as provided in (b).
- (b) When an Employee is required to work in addition to and /or outside of the regular scheduled shifts in a biweekly pay period that is in excess of the bi-weekly hours, the Employee shall be compensated at the rate of one and one half (1½) times the regular hourly rate for the overtime worked
- (c) An Employee required to work in excess of twenty-four (24) consecutive hours shall be paid two (2X) times the Employee's regular rate of pay for each hour worked in excess of twenty-four (24) hours, provided the Employee was not given the opportunity of at least a six (6) hour rest period. For greater clarity, a six (6) hour rest period serves as a break in consecutive hours worked.

### **23.05 Overtime Meal Allowance**

An Employee, who is required to work a minimum of three (3) hours' overtime immediately following the scheduled hours of work and where it is not practical for the Employee to enjoy a regular mealtime before commencing such work, shall be granted reasonable time with pay, as determined by the Employer, in order that the Employee may take a meal break either at or adjacent to the assigned place of work. Under such conditions the Employee will receive reimbursement in the amount of \$20.00 through the payroll system.

### **23.06 Computation of Overtime**

In computing overtime, a period of thirty (30) minutes or less shall be counted as one-half ( $\frac{1}{2}$ ) hour and a period of more than thirty (30) minutes but less than sixty (60) minutes shall be counted as one (1) hour.

### **23.07 Form of Compensation**

Compensation for overtime shall be granted in the form of time off in lieu of overtime worked.

### **23.08 Carry Over of Overtime**

An Employee may request to have accumulated overtime carried over for a maximum of six (6) months. Such a request shall not be unreasonably denied. If time off with pay in lieu of overtime hours has not been granted prior to the end of this time, compensation for overtime shall be paid within one (1) month of the six (6) month expiry.

### **23.09 No Layoff to Compensate for Overtime**

An Employee shall not be subject to layoff by the Employer during regularly scheduled hours of work in order to equalize any overtime worked.

### **23.10 Call-In**

- (a) An Employee required to report back to work after leaving the premises of the work location following completion of a shift, but before the commencement of the next shift or called back to work on a day the Employee is not scheduled to work, except as required under Article 22.01, shall be granted a minimum of three (3) hours pay at straight time rates or the applicable overtime rate, whichever is greater. The minimum guarantee of three (3) hours pay shall not apply to part-time Employees who are offered additional hours for a period of less than three (3) hours.

- (b) An Employee on the Employer's premises prior to the commencement of work, who is requested to begin early by the Employer, shall be eligible for overtime rates for that period of time before the actual shift is scheduled to begin.

### **23.11 Overtime Compensation when Performing Other Duties**

When an Employee is required to work overtime and during the overtime hours performs duties of a classification other than the duties of the regular classification, will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime but shall in no case be paid a rate lower than the regular overtime rate.

## **ARTICLE 24 – PAY**

### **24.01 Pay**

The rates of pay as set out in Appendix A shall form part of this Collective Agreement.

### **24.02 Pay Days**

Employees shall be paid biweekly.

### **24.03 Errors**

- (a) If the Employer makes an error in an Employee's pay, the Employer will compensate the Employee by direct deposit as soon as is reasonably possible but not to exceed five (5) business days within one pay period.
- (b) Employees are responsible for checking their pay stubs on a regular basis and report any errors of pay within two pay periods of receiving the pay.

### **24.04 Acting Pay**

- (a) Where an Employee is designated to perform for a temporary period the principal duties of a higher position the Employee shall receive the rate for that classification for the duration of time that such replacement is required.
- (b) When an Employee is required to work overtime and during the overtime hours performs duties of a classification other than the duties of the regular classification, the Employee will be compensated for the overtime worked at the rate applicable to the duties performed during the overtime but shall in no case be paid a rate lower than the regular overtime rate.

## ARTICLE 25 - PAID HOLIDAYS

### 25.01 Paid Holidays

"Holiday" means:

- (a) in the case of a shift that does not commence and end in the same day, the twenty-four (24) hour period commencing from the time at which the shift commenced if more than one-half of the shift falls on a day designated as a holiday in this Agreement;
- (b) In any other case, the twenty-four (24) hour period commencing at 0001 hours of a day designated as a holiday in this Agreement.
- (c) Employees shall be granted the following paid holidays:
  - (i) New Year's Day
  - (ii) Heritage Day
  - (iii) Good Friday
  - (iv) Canada Day
  - (v) Labour Day
  - (vi) National Day for Truth and Reconciliation
  - (vii) Christmas Day

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### 25.02 Religious Day in Lieu

Employees shall be entitled up to three (3) days unpaid leave of absence per calendar year to observe spiritual or holy days that are not currently recognized under Article 24.01. Notice of such days shall be provided to the Employer as soon as reasonably possible.

### 25.03 Compensation for Work on a Holiday

- (a) Where an Employee is regularly scheduled to work, in accordance with Article 21, and the regularly scheduled day of work falls on a paid holiday, as defined in Article 24.01, the Employee shall receive compensation equal to 1.5 times the regular rate of pay as follows:
  - (i) compensation at 1.5 times the regular rate of pay, including the holiday pay, for the hours worked on the holiday;

and

- (ii) time off with pay in lieu of the holiday on an hour-for-hour basis at a mutually acceptable time prior to the end of the second calendar month immediately following the month in which the holiday fell.
- (b) Where time off with pay in lieu of the holiday has not been granted in accordance with Article 24.02(a)(ii), compensation shall be granted at the Employee's regular rate of pay for those hours worked on the holiday.

#### **25.04 Holiday Coinciding with Paid Leave**

When a day that is a designated holiday falls within a period of leave with pay, the holiday shall not count as a day of leave.

#### **25.05 Holiday Period**

During the Holiday Period, surrounding Christmas and New Year's the following positions will not be regularly scheduled to be on site: Restorative Justice Caseworkers, Case Managers, Reintegration Coordinators, Prevention & Diversion Coordinator, Intensive Case Manager, Program Facilitator, Community Justice Outreach Worker, and Project Coordinator. Employees are expected to remain available to provide services, including on-site, if required. The dates of the Holiday Period will be provided by the Employer by March 31<sup>st</sup> each year.

### **ARTICLE 26– VACATIONS**

#### **26.01 – Vacations**

Full Time Employees shall earn vacation with pay at the following rates:

Less than 3 years – 2 weeks

Support Workers (8 hour shifts) – 80 hours

Justice Support Workers (12 hour shifts) – 84 hours

Year 3-5 – 3 weeks

Support Workers (8 hour shifts) – 120 hours

Justice Support Workers (12 hour shifts) – 132 hours

Year 6-9 – 4 weeks

Support Workers (8 hour shifts) – 160 hours

Justice Support Workers (12 hour shifts) – 180 hours

Year 10+ - 5 weeks

Support Workers (8 hour shifts) – 200 hours

Justice Support Workers (12 hour shifts) – 228 hours

## **26.02 Vacation Rules**

- (a) The vacation year shall be from January 1<sup>st</sup>- December 31<sup>st</sup>, inclusive.
- (b) The Union and the Employer recognize the need for Employees to take vacation.
- (c) For vacation time between January 1<sup>st</sup> and June 30<sup>th</sup>, Employees shall make written request for vacation by October 15<sup>th</sup>, and the Employer shall respond in writing by November 1<sup>st</sup>, indicating whether or not the Employee's request is granted.
- (d) For vacation time between July 1<sup>st</sup> and December 31<sup>st</sup>, Employees shall make written request for vacation by March 15<sup>th</sup>, and the Employer shall respond in writing by April 1<sup>st</sup>, indicating whether or not the Employee's request is granted.
- (e) Any vacation not requested by the deadlines outlined in articles 22.02 (c) and (d), may be requested and approved on a first come, first served basis.

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- (f) Vacation shall be awarded based on seniority.
- (g) Employees shall earn vacation in advance and utilize their entire vacation entitlement in the vacation year, unless there is mutual agreement between the Employee and Employer that the Employee may postpone a portion of their vacation to a subsequent year. The vacation schedule may be modified during the vacation year by mutual agreement of the Employee and Employer.
- (h) An Employee who, upon separation from Coverdale Courtwork Society who has been advanced vacation leave, shall repay Coverdale Courtwork Society for the annual vacation leave that was taken but not earned.
- (i) An Employee, upon separation from Coverdale Courtwork Society, shall be paid for vacation leave which was earned but not yet taken.

## **26.03 Employee Request**

Subject to the operational requirements of the service, the Employer or designate shall make every reasonable effort to ensure that an Employee's written request for vacation leave is approved. Where, in scheduling vacation leave, the

Manager is unable to comply with the Employee's written request, the Manager or delegated official shall:

- (a) give the reason for disapproval; and
- (b) make every reasonable effort to grant an Employee's vacation leave in the amount and at such time as the Employee may request an alternative request.

#### **26.04 Unbroken Vacation**

Where operational requirements permit, the Manager shall make every reasonable effort to grant a request to enjoy vacation entitlement in a single unbroken period of leave.

#### **26.05 Vacation Carryover**

Up to five (5) days vacation leave may, with the consent of the Executive Director, be carried over beyond December 31<sup>st</sup> of the following year, but shall be paid out if not used before the close of that year. Requests for carryover entitlement shall be made in writing by the Employee to the Executive Director not later than June 30<sup>th</sup> of the year in which the vacation is earned, provided however that the Executive Director may accept a shorter period of notice of the request. The Executive Director shall respond in writing within two (2) days of receiving an Employee's request.

An Employee scheduled to take vacation and who is unable to do so within the vacation year due to illness or injury shall be entitled to carry over this unused vacation to the subsequent year.

#### **26.06 Illness During Vacation**

If an Employee becomes ill during a period of vacation time, the Employee shall be granted sick leave, and the vacation credit restored to the extent of the sick leave. The Executive Director may request a doctor's certificate in this case.

#### **26.07 Borrowing of Unearned Vacation Credits**

With the approval of the Employer, an Employee, after two (2) years of service, may be granted five (5) days from the vacation leave of the next subsequent year.

#### **26.08 Vacation Records**

An Employee is entitled to be informed, upon request, of the balance of their vacation leave with pay credits.

### **26.09 No Recall**

The Employer will never recall an Employee from vacation once approved.

### **26.10 Reinstatement of Vacation Upon Recall**

The period of vacation leave so displaced resulting from recall and transportation time in accordance shall either be added to the vacation period, if requested by the Employee and approved by the Employer, or reinstated for use at a later date.

### **26.11 Casual Employees**

Casual Employees will be compensated on each biweekly pay in the amount of 4% in lieu of vacation.

## **ARTICLE 27 - LEAVES OF ABSENCE**

### **27.01 Special Leave**

The Executive Director, in any one year, may grant to an Employee:

- (i) special leave without pay, for such period as the Executive Director deems circumstances warrant.

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- (ii) special leave with pay for reasons other than those specified herein, for such period as the Executive Director deems circumstances warrant.

### **27.02 Co-ordination and Approval of Special leaves**

Staff will co-ordinate with, and receive approval from, the Executive Director for special leave, which takes into consideration the ongoing programming and servicing needs of the Employer.

### **27.03 Combination of Leaves**

Any combination of leaves in conjunction with vacation shall be coordinated with the Executive Director and shall take into consideration the ongoing programming and servicing needs of the Employer.

### **27.04 Bereavement Leave**

- (a) In the event of a death of a family member, the Employee will be granted up to five (5) consecutive days paid bereavement leave to mourn the loss

of spouse, parent, guardian, child, ward, grandparent, grandchild, sibling, and a relative permanently residing in the Employee's household or with whom the Employee permanently resides.

- (b) If the death occurs in the Employee's immediate family when the Employee is at work, the Employee shall be granted leave with pay for the remainder of the Employee's scheduled shift.
- (c) Every Employee shall be entitled to one (1) day leave with pay for the purpose of attending the funeral of a client or colleague.
- (d) The above entitlement is subject to the provision that proper notification is made to the Employer.
- (e) The Employee's Manager or Executive Director may grant special leave of five (5) days unpaid for bereavement in addition to the above as determined necessary. Leave can be granted at the discretion of the Executive Director for the death of persons other than the aforementioned family members.
- (f) If an Employee is on vacation or sick leave at the time of bereavement, the Employee shall be granted bereavement leave and be credited the appropriate number of days to their vacation or sick leave credits.
- (g) In the event that the funeral or interment of a relative listed in Article 26.04 (a) occurs later than the period of bereavement leave, the Employee may defer a portion of bereavement leave to attend.

#### **27.05 Emergency Leave**

Two unpaid days (2) per annum may be granted to an Employee in emergency or other extenuating circumstances. Additional time off, with or without pay, may be granted as necessary by the Executive Director.

#### **27.06 Pregnancy Leave**

- (a) A pregnant Employee is entitled to an unpaid leave of absence of up to sixteen (16) weeks, or longer if provided for in the Labour Standards Code,
- (b) An Employee shall no later than sixteen (16) weeks of pregnancy forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.

- (d) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Employee determines, but not later than sixteen (16) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.
- (f) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date the Employee will begin their pregnancy leave. Such notice may be amended at any time by the Employee:
  - (i) by changing any date in the notice to an earlier date if the notice is amended at least two (2) weeks before that earlier date;
  - (ii) by changing any date in the notice to a later date if the notice is amended at least two (2) weeks before the original date;
- (g) Where notice as required under Article 27.06(f) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer with as much notice as reasonably practicable of the commencement of their leave or their return to work.

#### **27.07 Pregnant Employee Rights**

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- (a) The Employer shall not terminate the employment of an Employee because of their pregnancy.
- (b) The Employer may require an Employee to commence a leave of absence without pay where the Employee's position cannot be reasonably performed by a pregnant Employee or the performance of the Employee's work is materially affected by the pregnancy. Such action shall not be taken until the Employee has been advised of the Employer's concerns and provided the opportunity to provide medical evidence establishing their ability to work.
- (c) Leave for illness of an Employee arising out of or associated with the Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 27.06 may be granted sick leave in accordance with the provisions of Article 25.

## 27.08 Parental Leave

- (a) An Employee who becomes a parent of one or more children through the birth of the child or children is entitled to an unpaid leave of absence of up to seventy eight (78) weeks, or longer if provided for in the Labour Standards Code, upon giving the Employer four (4) weeks' notice of the date that the Employee will begin the leave and the date that the Employee will return to work. The Employee may alter the date of return to work upon two (2) weeks' notice to the Employer. Parental leave includes the 1 week waiting period before receiving Employment Insurance Benefits.
- (b) Where notice is required under Article 27.08(a) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer with as much notice as reasonably practicable of the commencement of leave or return to work.
- (c) **Parental Leave Following Pregnancy Leave**

The parental leave of an Employee who has taken pregnancy leave and whose newborn child or children arrive in the Employee's home during pregnancy leave,

  - (i) shall begin immediately upon completion of the pregnancy leave, without the Employee returning to work.
  - (ii) shall end not later than sixty-one (61) weeks, or longer if provided for in the Labour Standards Code, after the parental leave began as determined by the Employee, subject to the Employee giving four (4) weeks' notice of the date upon which the leave will end. The maximum combined pregnancy leaves and parental leave to which an Employee is entitled to is seventy-eight (78) weeks.
- (d) **Parental Leave for Partner**

The parental leave for an Employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 27.08 (c),

  - (i) shall begin on such date coinciding with or after the birth of the child as the Employee determines and;
  - (ii) shall end not later than seventy-eight (78) weeks, or longer if provided for in the Labour Standards Code, after the parental leave began and, in any case, no later than seventy-eight (78) weeks after the child or children first arrive in the Employee's home.

- (e) **Parental Leave for Adoptive Parents**  
An Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to an unpaid leave of absence of up to seventy-eight (78) weeks, or longer if provided for in the Labour Standards Code, This leave,
- (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home, and
  - (ii) shall end not later than seventy-eight (78) weeks, or longer if provided for in the Labour Standards Code, after the leave began
- (f) If both adoptive parents of a child or children are eligible for parental leave pursuant to article 27.08 (e), the total parental leave taken by both Employees shall not exceed seventy-eight (78) weeks.

#### **27.09 Rights of Employees on Pregnancy or Parental Leave**

- (a) If an Employee is entitled to parental or pregnancy leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer at least ten (10) days notice.

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- (b) When an Employee reports for work upon the expiration of the period referred to in Article 27.06 or 27.08 the Employee shall resume work in the same position they held prior to the commencement of the pregnancy and/or parental leave, with no loss of benefits accrued to the commencement of the leave.
- (c) While on pregnancy or parental leave, an Employee shall continue to accrue and accumulate service and seniority credits for the duration of the leave and the Employee's service and seniority shall be deemed to be continuous.
- (d) While an Employee is on pregnancy or parental leave, the Employer shall maintain coverage for medical, extended health, group life and any other Employee benefit plan and shall continue to pay its share of premium costs for maintaining such coverage during the period of leave.

#### **27.10 Leave for Birth of Child/or Adoption**

Where an Employee's partner gives birth to a child, the Employee shall be granted special leave with pay for one (1) day.

### **27.11 Leave for End of Pregnancy**

An Employee who experiences an end of pregnancy may be eligible for unpaid leave of absence under section 59F of the Labour Standards Code.

An Employee whose pregnancy ends before completing 19 weeks of pregnancy is entitled to unpaid leave up to five (5) consecutive working days.

An Employee whose pregnancy ends after the completion of 19 weeks of pregnancy is entitled to unpaid leave up to sixteen (16) consecutive weeks.

An Employee who would have become the parent of the child born as a result of the pregnancy, and the pregnancy ends, is entitled to unpaid leave up to five (5) consecutive working days.

### **27.12 Compassionate Leave**

Employees employed for more than 3( months are able to take up to twenty-eight (28) weeks to provide care or support to a family member (or a person like family) in accordance with section 60E of the Labour Standards Code, who are at high risk of dying within a twenty-six (26) week period.

A family member is:

- Immediate and extended family;
- A person (related or not) who considered the Employee to be like a family member

Employees' jobs are protected while on this leave.

### **27.13 Leave to Care for a Critically Ill Child**

Employees employed for more than three (3) months are able to take up to thirty-seven (37) weeks unpaid leave, to provide care and support to a critically ill or injured child (under 19 years of age) in accordance with sections 60L-60S of the Labour Standards Code.

Employees' jobs are protected while on this leave.

The Employer may request a medical certificate from a medical professional saying that family member fits the above description

Employees can choose to maintain a benefit plan at the Employees' expense, offered by the Employer, while on the leave.

#### **27.14 Leave to Care for a Critically Ill Adult**

Employees employed for more than three (3) months are able to take up to sixteen (16) weeks unpaid leave, to provide care and support to a critically ill or injured adult (over 19 years of age) who is a family member, in accordance with sections 60SA- 60SG of the Labour Standards Code.

Employees' jobs are protected while on this leave.

The Employer may request a medical certificate from a medical professional saying that family member fits the above description

Employees can choose to maintain a benefit plan at the Employees' expense, offered by the Employer, while on the leave.

#### **27.15 Leave for Crime-Related Child Death or Disappearance**

Employees employed for more than three (3) months are able to take up to fifty two (52) weeks unpaid leave if their child (under eighteen years of age) has disappeared and up to one hundred and four (104) weeks unpaid leave if their child (under 18 years of age) has died resulting from a probable crime in accordance with sections 60T-60X of the Labour Standards Code.

Employees' jobs are protected while on this leave.

The Employer may request a medical certificate from a medical professional saying that family member fits the above description

Employees can choose to maintain a benefit plan at the Employees' expense, offered by the Employer, while on the leave.

#### **27.16 Professional Development Leave**

The Employer will make reasonable efforts to provide professional development opportunities for the Employees in relation to each funding agreement which will be clearly outlined with the Employee upon hire.

#### **27.17 Education Leave**

Extended education leave without pay may be granted by the Executive Director for up to one (1) year, taking into consideration the ongoing programming and servicing needs of the Employer.

To be eligible for education leave, an Employee must have the equivalent of at least two (2) years full-time service with Coverdale Courtwork Society.

Employees interested in educational leave shall make an application in writing to the Executive Director at least three (3) months prior to the date of requested leave.

No discrimination is to be practiced in the administration of this Article resultant from individual or personal situations, i.e. place of residence, family responsibilities, transportation problems, carpools, etc.

#### **27.18 Court Leave**

Leave of absence with pay shall be given to every Employee who is required to serve on a jury or by subpoena or summons to attend as witnesses in any court proceeding or before any other proceeding (including arbitration) authorized by law to compel the attendance of witnesses before it. This provision does not apply to an Employee on unpaid Leave of Absence, except for work-related proceedings.

#### **27.19 Leave for Storms or Hazardous Conditions**

- (a) Time lost by an Employee as a result of absence due to storm conditions or because of the condition of public streets and highways, must be;
  - (i) made up by the Employee at a time agreed upon between the Employee and the Employee's immediate supervisor; or
  - (ii) charged to the Employee's accumulated vacation, accumulated holiday time, or accumulated overtime; or
  - (iii) otherwise deemed to be leave without pay.
- (b) Notwithstanding Article 26.15(a), reasonable lateness beyond the beginning of an Employee's regular shift starting time shall not be subject to the provisions of Article 26.15(a)(i), (ii), or (iii), where the lateness is justified by the Employee being able to establish to the satisfaction of the immediate management supervisor that every reasonable effort has been made by the Employee to arrive at the scheduled time.
- (c) The Employer may, in the event of storm conditions or because of the condition of public streets and highways, determine it appropriate to allow Employees to leave work prior to the end of their regular shift, and any time missed from the shift in such circumstances will not be subject to the provisions of Article 23.15 (a) (i), (ii), or (iii).
- (d) The Employer may, in the event of storm conditions or because of the condition of public streets and highways, determine it appropriate to close

the office(s) and any time missed from the shift in such circumstances will not be subject to the provisions of Article 23.15 (a) (i), (ii), or (iii).

- (e) If the roads are passable but the Employee is unable to use their own vehicle the Employer will offer a taxi chit.
- (f) The Employer will work with the Employees to arrange suitable hotel accommodation in advance of predicted weather events.

## **27.20 Domestic Violence Leave**

- (a) Employees who are experiencing domestic violence shall be entitled to a five (5) day paid leave of absence to attend to matters directly related to domestic violence. Such time may be taken continuously or intermittently in days or hours, as needed.
  - (b) A further ten (10) days non-paid leave of absence shall also be available as needed. Such time may be taken continuously or intermittently in days or hours, as needed.
  - (c) Employees or Employees who have dependent children who are experiencing domestic violence shall be entitled to a sixteen (16) week continuous unpaid leave of absence. Such Employees shall be returned to their regular position at the end of their leave. The Employee will provide as much notice as reasonably possibly of the leave.
- 
- (d) The Employer will provide an emergency financial support loan of \$200 if requested by the Employee. The loan will be paid back in four (4), fifty (50) dollar installments, taken from the Employee's pay, in the pay periods immediately following the loan.
  - (e) The Employer will make every reasonable effort to protect the confidentiality of Employees experiencing domestic violence.

## **27.21 Notice for Request for Leave**

Requests for leave without pay shall be made to the Executive Director at least two (2) weeks prior to the expected need for leave, except in extenuating circumstances.

## **27.22 Client Death While on Shift**

- (a) **Shift Relief**  
Employees on duty at the time of a client's death will be relieved by a casual or on-call staff member as soon as coverage is arranged.

- (b) **Full-Time Employees**  
Full-time staff on duty at the time of a client's death will have their rotation covered with no disruption to their schedule or pay.
- (c) **Casual/On-Call Employees**  
Casual/on-call staff who are relieved will be offered replacement coverage for their shift within one week.
- (d) **Full Shift**  
Employees will be paid for the full shift during which the death occurred, even if they are relieved early.
- (e) **Counseling Support**  
All Employees present at the time of the death will be provided with five (5) paid counselling sessions, arranged and paid for by Coverdale Courtwork Society

## **ARTICLE 28 - SICK LEAVE**

### **28.01 Sick Leave Benefit**

Sick Leave consists of

**a) Personal Sick Leave**

An Employee may claim sick leave when they are unable to attend work due to personal illness or injury, provided they have the necessary sick leave credits.

**b) Family Sick Leave**

An Employee may claim family illness leave in the case of illness of a member of an Employee's family.

**c) Medical and Dental Appointment Leave**

Provided that the Employee has sufficient sick leave credits the Employee may claim leave for medical, dental, or therapeutic appointments.

**(d) Mental Wellness Leave**

An Employee may claim wellness leave when they are unable to attend work due to mental wellness, provided they have necessary sick leave credits

## **28.02 Sick Leave Entitlement**

- a) All employees will be granted 96 (ninety-six) hours on January 1<sup>st</sup> of each year.
- b) Sick leave is cumulative from year to year to a maximum of 96 (ninety-six) hours in their Sick Leave Bank.
- c) Should an Employee resign or is terminated, and they have used more sick time than they have accrued, the balance will be deducted from their final pay cheque.

## **28.03 Sick Leave Records**

An Employee is entitled once each fiscal year to be informed, upon request, of the balance of their sick leave with pay credits.

## **28.04 Employer Approval**

An Employee may be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that the Employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and provided the Employee has the necessary sick leave credits.

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## **28.05 Confidentiality of Health Information**

All Employee health information shall be treated as confidential and access to such information shall only be given in accordance with this Collective Agreement or as authorized by law.

## **28.06 Report of Injuries**

An Employee who is injured on duty shall immediately report or cause to have reported any injury sustained in the performance of their duties to their immediate supervisor in such manner or on such form as the Employer may from time to time prescribe.

## **28.07 Proof of Illness**

The Employer may require an Employee to complete a medical fitness for work assessment when the Employer has a reasonable concern regarding the Employee's ability to perform the job requirements, the Employer is responsible for these associated costs. Where the Employee is seeking medical accommodation, the Employee is responsible for the associated cost.

### **28.08 Notice**

An Employee who must be absent due to illness shall endeavor to notify the Manager or designate at the earliest possible time.

### **28.09 Term Employee**

A term Employee whose contract is renewed shall be entitled to sick leave credits accumulated during the previous period of employment.

## **ARTICLE 29- LABOUR MANAGEMENT COMMITTEE**

### **29.01**

The Union and the Company shall participate in a Labour Management and Safety Committee which shall consist of up to three (3) representatives, each of the bargaining unit and the Employer.

### **29.02**

The Committee shall not have any powers to add to, modify or amend this Collective Agreement or with respect to its administration. 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.

### **29.03**

The Committee shall meet on a designated day every three (3) months or on such other occasions as are mutually agreed for the purpose of hearing problems which may arise from time to time. An agenda of the matters proposed to be discussed at any meeting will be exchanged by the parties at least three (3) working days prior to the meeting. Employee representatives on duty at the time of such a meeting shall not lose any pay while attending. Employee representatives off duty at the time of such meeting shall be compensated at the straight time rate for all time spent at the meeting, to be taken at a time mutually agreed. It is agreed that the Labour Management Committee meetings shall not last longer than one (1) hour, unless mutually agreed otherwise.

## **ARTICLE 30 - HEALTH AND SAFETY**

### **30.01 Occupational Health and Safety Act**

The Employer agrees to be bound by the provisions of the Occupational Health and Safety Act, S.N.S. 1996, c7 (the Act). Any breach of the Employer's obligations under the Act may be grieved pursuant to the Grievance and Arbitration procedure.

### **30.02 Right to Refuse Work and Consequences of Refusal**

In accordance with the provisions of Sections 43 and 44 of the Act, any Employee may refuse to do any act at the Employee's place of employment where the Employee has reasonable grounds for believing that the act is likely to endanger the Employee's health or safety or the health or safety of any other person, subject to the qualifications, limitations and procedures defined in Section 43 of the Act.

### **30.03 No Discrimination**

Pursuant to Section 45 of the Act, the Employer shall not take, or threaten to take, discriminatory or other action against an Employee because of that Employee's assertion of their rights pursuant to this article or pursuant to the Act, or because of compliance with the Act or an order or direction made thereunder.

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### **30.04 First Aid and CPR Training**

In the interests of the occupational safety and health of Employees, the Employer will undertake an in-service program of first-aid training and Cardio-Pulmonary Resuscitation (CPR) training for at least one Employee in each work location, annually. Participation in this training will be paid.

### **30.05 Joint Occupational Health and Safety Committee**

- a) The Employer agrees with the establishment of a Joint Health and Safety Committee comprised of equal representation of Employees, and the Employer in accordance with the Act.
- b) The Employees on the Committee are to be elected by the Employees they represent.
- c) An Employee who is a member of the Committee is entitled to time off from work with pay, as is necessary to attend meetings of the Committee, to take any training prescribed by the Occupational Health and Safety Act and regulations at a time approved by the Employer and to carry out the Employee's functions as a member of the Committee.

d) Time spent pursuant to Article 30.05 (c) shall be time worked.

## **ARTICLE 31- AMENDMENT**

### **31.01 Amendment**

This Agreement may be amended in writing by the mutual consent of both parties.

## **ARTICLE 32 - SUCCESSOR RIGHTS**

### **32.01 Successor Rights**

Where the Employer sells or transfers its business within the meaning of Section 31 of the Trade Union Act:

- (a) The employment of all Employees in the bargaining unit shall continue without break or interruption;
- (b) All periods of employment recognized as service by the Employer shall be deemed service with the successor Employer for all purposes and all seniority rights of Employees shall be preserved and shall continue unaffected by the transfer or sale;
- (c) The successor Employer shall be bound by all accrued rights or other rights of Employees arising under the Collective Agreement prior to the sale or transfer; and
- (d) The successor Employer shall be bound by the Collective Agreement.

## **ARTICLE 33 - GROUP RRSP**

### **33.01 Contributions**

Each permanent Employee shall contribute to the Group Registered Retirement Plan (RRSP). The Employer shall match Employee contributions to this plan up to the rate of two percent (2%) of regular wages. The Union and the Employer shall agree to rules governing the RRSP plan, copies of which will be available to all Employees.

### **33.02 Participation**

Participation in the Group RRSP is optional for all permanent full-time Employees.

## **ARTICLE 34 – BENEFITS**

### **34.01 Group Benefits**

- (a) The Employer will continue to offer to all Employees a group insurance and medical/dental benefit plan as exist at the coming into force of this Collective Agreement until December 31, 2026. Participation in such plans will be subject to meeting eligibility requirements as set by the insurance carrier(s).
  - (ii) If funding is unable to be met, the benefit plan will transition to 60% paid by the Employer and 40 % paid by the Employee on the first of each year.
- (b) The total cost of the Medical and Dental Plans (which includes vision care) will be paid by the Employer
- (c) Participation in the group insurance benefits package is a condition of employment. Employees covered by another plan may sign a waiver for the dental and/or medical coverage.
- (d) Eligibility for the group insurance benefits package becomes effective upon hiring.
- (e) The eligibility requirements and benefits are those specifically stated under the applicable insurance contracts.
- (f) The Employer shall provide an Employee Assistance Plan (EAP).
- (g) The Employee will pay the full cost of LTD.

### **34.02 Unpaid Leave and Benefits**

Except as otherwise provided in this Agreement, an Employee who is on an unpaid leave of absence, for any reasons, shall be entitled to continue to participate in the group insurance benefits outlined in Article 25.1, provided:

- (a) The plan provider approves the continued participation;

- (b) The Employee reimburses the Employer for both the Employer and Employee portion of the premiums; and
- (c) The Employee's remittance to the Employer for payment of the benefits remains current to within thirty (30) days of the date the Employer is required to remit payment to the plan provider.

## **ARTICLE 35 – STAFF EXPENSES**

### **35.01 Staff expenses**

All staff expenses will be reimbursed, provided proper documentation is submitted to the Employer no later than the last Friday of each month of the date the expenses were incurred. The Employer shall reimburse the expenses within ten (10) business days.

This can include but is not limited to mileage at the rate paid by the provincial government, meals at the rate paid by the provincial government, parking, bridge fare, and miscellaneous items as per the provincial travel policy.

### **35.02**

- (a) Employees must provided written confirmation from their insurance company that they are covered with 2 million liability, to carry passengers on an occasional basis when they are working. Confirmation is not required if the Employee's vehicle is used only for work-related errands (i.e grocery shopping etc) but not for transportation of residents.
- (b) Where an Employee uses their vehicle to transport clients on a regular basis, the transportation provides an ongoing enriching opportunity for a client, public transit is not an option the Employee may apply in writing for a reimbursement of the insurance waiver in an amount of up to fifty dollars (\$50.00) annually. Receipts must be provided.

## **ARTICLE 36 – DAMAGE TO EMPLOYEES PROPERTY**

### **36.01 Damage to Employees Property**

Where the personal property of an Employee, necessary to the performance of the Employees duties, is damaged by a client in the execution of these duties, the Executive Director will assess the circumstances that lead to the damage of property, the item that was damaged and will determine the approval of associated costs no greater then \$100.00 per year, per Employee.

## ARTICLE 37 – STANDBY

### 37.01 Standby Compensation

- (a) Employees who are required by the Employer to standby shall receive lieu time of eight (8) hours for each standby period of one (1) week.
- (b) If an Employee takes a phone call during standby, they will be compensated for a minimum of fifteen (15) minutes for each call taken to be taken in lieu.
- (c) If an Employee is required to return to the workplace, they will be compensated lieu time, hour for hour.
- (d) Employees who are required by the Employer to standby on a Holiday as listed in Article 25.01 (c), shall receive lieu time for every hour of standby at OT rate.

### 37.02 Employee Availability

- (a) An Employee designated for standby duty shall be available during their period of standby duty at a known telephone number and be able to return a phone call within fifteen (15) minutes and report for duty within one (1) hour.
- 
- (b) The Employer, at their own expense, will supply a phone to members of the bargaining unit who are designated for standby duty.

### 37.03 Failure to Report

No compensation shall be granted for the total period of standby if the Employee is unable to report for duty when required.

## ARTICLE 38 – TERMS OF AGREEMENT

### 38.01 Term of Agreement

This Collective Agreement shall be in effect for a term beginning from April 1, 2025 and ending March 31, 2028. After March 31, 2028, this agreement shall be automatically renewed for successive periods of twelve months unless either party request the negotiation of a new agreement by giving written notice to the other party within the two month period preceding the date of expiration of this agreement or any renewal thereof. Wages increases and adjustments are retroactive to April 1, 2025. All other articles of this agreement, unless otherwise

specified, are effective upon ratification of this Collective Agreement.


### **38.02 Eligibility for Retroactive Pay**

All persons who are Employees as of the date of ratification are eligible for retroactive pay as indicated under article 37.01 and Appendix A, including those on approved leave.

This application is made jointly and with the full agreement of both parties.

Signed on behalf of the

**COVERDALE COURTWORk SOCIETY**

  
\_\_\_\_\_  
Mirinda Bray  
Executive Director

  
\_\_\_\_\_  
Madison Smith  
Interim Executive Director

Signed on behalf of the

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 154**

  
\_\_\_\_\_  
Sandra Mullen  
President

  
\_\_\_\_\_  
Lori Smith  
Organizing Officer

  
\_\_\_\_\_  
Pax Romano  
Bargaining Committee

  
\_\_\_\_\_  
Beri Cooper  
Bargaining Committee

  
\_\_\_\_\_  
Angela Fawson  
Bargaining Committee

**The parties recognize that this contract has been signed on unceded Mi'kmaq territory.**


**MEMORANDUM OF AGREEMENT #1  
PROFESSIONAL DEVELOPMENT**

The Employer and the Union agree to a standing agenda item on the Labour Management Committee to discuss, review and develop professional development opportunities.

This application is made jointly and with the full agreement of both parties.

**Signed on behalf of the**

**COVERDALE COURTFWORK SOCIETY**

  
\_\_\_\_\_  
Mirinda Bray  
Executive Director

  
\_\_\_\_\_  
Madison Smith  
Interim Executive Director

**Signed on behalf of the**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION, LOCAL 154**

  
\_\_\_\_\_  
Sandra Mullen  
President

  
\_\_\_\_\_  
Lori Smith  
Organizing Officer

  
\_\_\_\_\_  
Pax Romano  
Bargaining Committee

  
\_\_\_\_\_  
Berri Cooper  
Bargaining Committee

  
\_\_\_\_\_  
Angela Fawson  
Bargaining Committee

**MEMORANDUM OF AGREEMENT #2  
SCHEDULING COMMITTEE**

The Employer and Union will meet within six (6) months of the ratification of this Agreement to discuss scheduling in the Houses.


There will be equal representation from Caitlan's Place and Honour House.

The committee will include discussion on the opportunity for all Full-Time Employees to volunteer for on call.

This application is made jointly and with the full agreement of both parties.

**Signed on behalf of the**


**COVERDALE COURTWORK SOCIETY**


  
\_\_\_\_\_  
Mirinda Bray  
Executive Director

  
\_\_\_\_\_  
Madison Smith  
Interim Executive Director

**Signed on behalf of the**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

  
\_\_\_\_\_  
Sandra Mullen  
President

  
\_\_\_\_\_  
Lori Smith  
Organizing Officer

  
\_\_\_\_\_  
Pax Romano  
Bargaining Committee

  
\_\_\_\_\_  
Beri Cooper  
Bargaining Committee

  
\_\_\_\_\_  
Angela Fawson  
Bargaining Committee

**MEMORANDUM OF AGREEMENT #3  
SHIFT FILLING PROCEDURE**

1. The Employer will establish a Coverdale Courtwork Society list of casual Employees (in descending order of Seniority) The manager or designate will use the list in rotating order to offer vacant facility shifts.
2. The manager, or designate, will make a reasonable attempt to distribute vacant shifts as equitably as possible among Casual Employees.
3. Once the available shifts are distributed any remaining vacant shifts may be offered to Full Time Employees as Overtime.
4. Vacant shifts posted five (5) working days after the first of each month shall be filled in accordance with the following process:
  - (a) The Employer shall post via e-mail a one (1) month schedule with all available shifts and allow five (5) working days for casual Employees to respond on shifts they are available for. ("Posting Period")
  - (b) Casual Employees are solely responsible for indicating via email any vacant shifts they are available to work, except in circumstances where an Employee is on vacation during the Posting Period. In such circumstances Employees may provide their manager with their availability to advance of the Posting Period. Managers shall initially fill vacant shifts from the first preference indicated by a Casual Employees via email in accordance with seniority before proceeding through the remainder of the Casual Employee list.
  - (c) Upon return to the top of the Seniority list shifts shall be assigned by availability as indicated by the Employees.
  - (d) A Casual Employee who has been assigned a shift during the Posting Period shall be expected to report for work as they would for a regularly scheduled shift.
5. Shifts that become vacant after the regular schedule being posted (as in 3 above) shall be offered in accordance with the following:
  - (a) Vacant shifts shall be offered to Casual Employees by seniority.
  - (b) If a manager or designated staff is unable to reach one person on the list, they will move immediately on to the Casual Employee until the shift is filled. The manager or designate shall leave a message (where the opportunity to leave a message exists)

## **6. Short Notice Vacancies**

Notwithstanding the foregoing, for vacant shifts that must be filled within twenty-four (24) hours the Employer or designate shall assign the shift in whatever manner is deemed necessary.


## **7. General Guidelines:**

- (a) The Employee and Employer shall maintain records of shifts worked by Employees through bi-weekly schedules and timesheets.
  - (b) The Labour Management Committee will review the schedule procedure after six (6) months.
-

This application is made jointly and with the full agreement of both parties.

Signed on behalf of the

**COVERDALE COURTWORK SOCIETY**

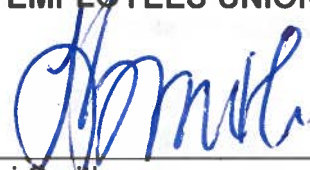
  
\_\_\_\_\_  
Mirinda Bray  
Executive Director

  
\_\_\_\_\_  
Madison Smith  
Interim Executive Director

Signed on behalf of the

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

  
\_\_\_\_\_  
Sandra Mullen  
President

  
\_\_\_\_\_  
Lori Smith  
Organizing Officer

  
\_\_\_\_\_  
Pax Romano  
Bargaining Committee

  
\_\_\_\_\_  
Beri Cooper  
Bargaining Committee

  
\_\_\_\_\_  
Angela Fawson  
Bargaining Committee

**MEMORANDUM OF AGREEMENT #4  
BENEFIT PLAN COMMITTEE**

The Employer and the Union agree to the creation of a Benefit Plan Committee, utilizing the NSGEU Pension and Benefits Officer's expertise in finding a plan that has good value and is cost effective.

The committee shall be comprised of equal representation of both Employer and Union representatives.

This committee shall be formed as a sub committee pursuant to Article 29.

The Employer will endeavor to secure funding to continue contributing 100% of the cost of the Medical and Dental Benefit Plan ongoing from year to year.

The Employer will report to the Benefit Committee progress in securing said funding in early October, early November and early December of each year.

The Employer will notify the Benefit Committee of any change in funding to the benefit plan within two (2) business days.

The Employer will work with the Benefit Committee to investigate benefit plans that are optional for 2027 and ongoing.

If funding is unable to be met, the benefit plan will transition to 60% paid by the Employer and 40 % paid by the Employee on the first of each year.


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This application is made jointly and with the full agreement of both parties.

Signed on behalf of the

**COVERDALE COURTWORK SOCIETY**

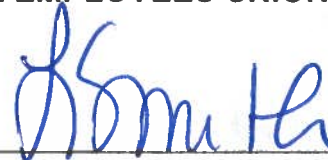
  
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Mirinda Bray  
Executive Director

  
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Madison Smith  
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Signed on behalf of the

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Bargaining Committee

  
\_\_\_\_\_  
Angela Fawson  
Bargaining Committee


**MEMORANDUM OF AGREEMENT #5  
RETENTION OF BANKS**

A Permanent Employee on the seniority list on the date of signing of the first Collective Agreement shall retain their current sick/wellness leave, holiday, vacation, and lieu banks and accumulation and carry forward said banks to be used.

This application is made jointly and with the full agreement of both parties.

**Signed on behalf of the**

**COVERDALE COURTWORk SOCIETY**

  
\_\_\_\_\_  
Mirinda Bray  
Executive Director

  
\_\_\_\_\_  
Madison Smith  
Interim Executive Director

**Signed on behalf of the**

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

  
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Sandra Mullen  
President

  
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Bargaining Committee

  
\_\_\_\_\_  
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\_\_\_\_\_  
Angela Fawson  
Bargaining Committee

**MEMORANDUM OF AGREEMENT #6  
FUNDING**

The Employer currently operates programs and services funded through various streams of funding agreements.

Community Justice Outreach is scheduled to expire on April 30, 2026 unless renewed, extended or replaced.


Reaching Homes- Prevention and Diversion Coordinator, Status of Women-Project Coordinator and Restorative Justice-Caseworkers are scheduled to expire on April 30, 2027 unless renewed, extended or replaced.

The information in this Memorandum of Agreement is not Notice of Layoff per Article 18.04.

This application is made jointly and with the full agreement of both parties.

Signed on behalf of the

**COVERDALE COURTWORK SOCIETY**

  
\_\_\_\_\_  
Mirinda Bray  
Executive Director

  
\_\_\_\_\_  
Madison Smith  
Interim Executive Director

Signed on behalf of the

**NOVA SCOTIA GOVERNMENT AND GENERAL EMPLOYEES UNION**

  
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Bargaining Committee

  
\_\_\_\_\_  
Bert Cooper  
Bargaining Committee

  
\_\_\_\_\_  
Angela Fawson  
Bargaining Committee

**Appendix "A"- Wages  
March 23, 2026**

<b>Classification</b>		<b>April 1, 2025 5.5% Agreed</b>	<b>April 1, 2026 2% Agreed</b>	<b>April 1, 2027 2% Agreed</b>
Prevention and Diversion Coordinator	\$28.30	\$29.86	\$30.45	\$31.06
Intensive Case Manager	\$27.03	\$28.52	\$29.09	\$29.67
Community Outreach Worker	\$23.50	\$24.79	\$25.29	\$25.79
Project Coordinator/Project Facilitator Pollinate	\$33.00	\$34.81	\$35.51	\$36.22
Reintegration Coordinator	\$27.03	\$28.52	\$29.09	\$29.67
Case Manager	\$27.03	\$28.52	\$29.09	\$29.67
Justice Support Worker (also casual(	\$24.00 \$26.50	\$25.32 \$27.96	\$25.83 \$28.52	\$26.34 \$29.09

<b>Classification</b>	<b>April 1, 2025</b>	<b>April 1, 2025 11.4% Agreed</b>	<b>April 1, 2026 2% Agreed</b>	<b>April 1, 2027 2% Agreed</b>
Caseworker- Restorative Justice	\$25.60	\$28.52	\$29.09	\$29.67

## **Appendix “B” – Work from Home Programs**

Where operationally feasible and with management approval, the Employer shall support Work from Home arrangements for Employees who are able to work from home.

For the purposes of governing any Hybrid Work-from-Home Program, (Employer Required, Mutual agreed upon, or voluntarily Requested). The parties agree as follows:

1. An Employee shall be considered for eligibility in the Work-At-Home arrangement. Eligibility will be based on the Employees meeting the established performance and quality standards as defined by the Employer.
2. The Employer will arrange for approved IT hardware (personal computer, including monitor), required software (for Employment only), PC set up, one (1) set of headphones, one (1) power bar and maintenance of all Employer provided equipment. All such equipment shall remain the property of the Employer. The Employee will use the computer equipment exclusively for work related purposes. The Employer will assume responsibility for replacing equipment that becomes defective during the course of normal work.
3. Recognizing the communication barriers experienced by clients, the Employer will also provide each staff member with communication technology for the purpose of work. Personal cell phones for the purpose of the Employers work shall be prohibited, as well as personal use of the Employer communication technology.
4. The Employee will arrange for a designated work area where confidentiality can be ensured, desk and chair that is ergonomically acceptable for the Employee, renovations required to meet the designated workspace requirements, child, elder and other family arrangements, as applicable, during scheduled work hours.
5. Employees are responsible for obtaining their own personal tax advice. The Employee will add the Employer provided equipment to their household insurance and provide the insurer with a list of the equipment, the value of the equipment and ask that the Employer be put on their insurance as an 'additional insured with respect to this equipment only'. Proof of addition to home insurance will be required to the Employer. Upon request, the Employee will be provided with a Revenue Canada form *T2200 Declaration of Conditions of Employment* in order
6. The Employee shall submit a request for shift times. The Employer shall approve the requested shift times based upon operational requirements and in accordance with the Collective Agreement. Employees must notify the Employer of any changes to the expected work schedule. Changes to work schedules must be approved by the Employer.

## **Appendix "C" – Casual Employees**

C-1 For the purpose of this schedule, Employee shall mean Casual Employee.

C-2 The following provisions of the Collective Agreement apply, do not apply or are modified with respect to Employees, as indicated:

**Preamble**, in its entirety.

**Article 1 - Definitions**, in its entirety.

**Article 2 – Union Recognition and Representation**, in its entirety.

**Article 3 – Discrimination**, in its entirety.

**Article 4 – Application**, in its entirety.

**Article 5 – Future Legislation**, in its entirety.

**Article 6 – Management Rights**, in its entirety.

**Article 7 – Rights and Prohibitions**, in its entirety.

**Article 8 – Union Dues Check-Off**, in its entirety.

**Article 9 – Union Information**, in its entirety.

**Article 10 –Information**, in its entirety

**Article 11 – Appointment**, 10.01 applies.

**Article 12 – Time Off for Union Business**, all but 12.07 applies.

**Article 13 – Grievance Procedure** in its entirety

**Article 14 – Arbitration** in its entirety

**Article 15 – Discipline and Discharge** in its entirety

**Article 16 – Resignation and Termination** in its entirety

**Article 18 – Layoff and Recall** does not apply

**Article 19 – Promotions, Job Postings and Transfers** 19.02 (b) applies

**Article 20 – Preservation of Bargaining Unit Work** in its entirety

**Article 21 – No Contracting Out** in its entirety

**Article 22 –Hours of Work**, replaced with the following:

- 7.01 Casual Employees are hired on a day-to-day basis or as relief for an Employee in the bargaining unit. The Employer shall not employ a person on a casual basis to do work of the sort performed by Employees in the bargaining unit where an Employee can be appointed to the bargaining unit on a probationary, permanent or temporary or term basis.
- 7.02 Work will be distributed in a fair and equitable manner amongst available casual employees based on MOU #3
- 7.03 Casual Employees shall be paid for the hours worked at the hourly rate as outlined in Appendix A to this Schedule, except where specifically stated otherwise in this agreement.

**Article 23 – Overtime** does not apply

**Article 24 – Pay**, in its entirety

**Article 25– Paid Holidays:**

Article 25.04 applies

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**Article 26 - Vacations:**

Article 26.12 applies

**Article 27 – Leave of Absence**

- 27.01 Special Leave applies.
- 27.02 Coordination and Approval of Special Leaves applies.
- 27.03 Combination of Leaves applies.
- 27.04 Bereavement Leave does not apply.
- 27.05 Emergency Leave applies.
- 27.06, 27.07, 27.08, 27.09, 27.11 do not apply.
- 27.10 Leave for Birth of Child/or Adoption applies.

27.12, 27.13, 27.14, 27.15, 27.18 applies.

27.16 Professional Development Leave applies.

27.17 Education Leave applies.

27.19 Leave for Storm or Hazardous Conditions applies.

27.20 Mental Wellness Days does not apply

27.21 Domestic Violence Leave applies.

27.22 Notice for Request for Leave

**Article 28 – Sick:** does not apply

**Article 29 – Labour Management Committee:** in its entirety

**Article 30 – Health and Safety:** in its entirety

**Article 31 – Amendment:** in its entirety

**Article 32 – Successor Rights:** in its entirety

**Article 33 – Group RRSP:** does not apply

**Article 34 – Benefits:** does not apply

**Article 35 – Staff Expenses:** in its entirety

**Article 36 – Terms of Agreement:** in its entirety

