



COLLECTIVE AGREEMENT

BETWEEN

UNIVERSITY CHILDREN'S CENTRE SOCIETY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 4745 – UNIT 8

Effective

JANUARY 1, 2023 TO MARCH 31, 2026

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ARTICLE 1 - PREAMBLE

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

- (a) To maintain a high standard of care for children and to promote their intellectual, physical and emotional development;
- (b) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- (c) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service and other matters mutually agreed to;
- (d) To promote the morale, well-being and security of all Employees in the bargaining unit;
- (e) To encourage and promote co-operation and mutual support between child care workers, the Employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for child care generally and are adversely affected by attempts to restrain or cutback government expenditures for child care;
- (f) To encourage and promote the development of accessible, affordable, quality child care as a universal right for all parents and children.

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

DEFINITIONS

1.03 In this collective agreement the following words shall have the meanings attributed to them by this Article unless otherwise specified:

- (a) "Employer" means the University Children's Centre Society and its successors;
- (b) "Union" means CUPE Local 4745, Unit 8 of the Canadian Union of Public Employees;

- (c) "Group Insured Benefits Plans" means those group insurance plans not provided directly by the Employer but paid for or indirectly provided by the Employer in whole or in part and includes medical plans, dental plans, group life insurance plans and accidental death and dismemberment insurance plans;
- (d) "CUPE" means the Canadian Union of Public Employees;
- (e) "Employee" means a person who is included in the Bargaining Unit;
- (f) "Benefits" means all benefits including group insured benefits plans, seniority, sick leave, etc. unless otherwise specified.

1.04 Benefits for Term Employees who are covered by this agreement will be limited to those specifically provided to Term Employees

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the work forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure if the parties cannot agree.
- 2.02 The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the work force in an arbitrary or discriminatory manner. These rights shall not be used in such a manner as to deprive any Employee of their employment except through just cause.

ARTICLE 3 - UNION RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for Employees in 1.03 (e) save and except:
 - (a) The Director;
 - (b) The Bookkeeper;
 - (c) Program Director;
 - (d) Office Clerk;
 - (e) Those persons excluded by Section 2 (2) of the Trade Union Act, and;

- (f) Casual Employee as described in 3.04 (f), Grant Employee as described in 3.04 (g), and Temporary Employee as described in 3.04 (d).

and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards an amicable settlement of any differences that may arise between them.

- 3.02 A bargaining unit Employee who is temporarily transferred, or appointed to do work outside of the bargaining unit shall retain all rights and benefits under this agreement. This shall include, for example, a transfer to a non-unionized work place of the Employer and appointment to a position not included in the bargaining unit. No transfer or appointment outside the bargaining unit shall be made without the consent of the Employee so affected.
- 3.03 Persons who are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties, the hiring of Employees as described in 3.04, or in cases of unusual circumstances or emergencies when bargaining unit members are not reasonably available to do the work. In no case shall persons not in the bargaining unit do work on jobs which are included in the bargaining unit if such work would result, directly or indirectly, in the reduction of the regular hours of work or regular pay of any Employee in the bargaining unit. A Term, Temporary, Grant or Casual Employee shall not be used for the purpose of avoiding filling permanent vacancies.
- 3.04
 - (a) This collective agreement is fully applicable to all Full-Time, Part-Time, and Term Employees unless otherwise specified in this agreement.
 - (b) A FULL-TIME Employee is one who regularly works full-time hours.
 - (c) A PART-TIME Employee is one who works less than the full-time hours specified in Article 17. A Part-Time Employee hired after the signing of this agreement shall receive benefits on a pro-rated basis as a proportion of full time hours. All hours worked at the Employee's regular pay shall be included in calculating entitlement to benefits. Part-Time Employees shall be offered casual work whenever possible before such work is offered to casual Employees, however, this work shall be paid at the prevailing casual rate and shall not be deemed overtime nor shall it be credited towards or any other benefits. Seniority shall be as per

Article 14. Current Part-Time Employees shall not have their benefits compressed.

- (d) A TEMPORARY Employee is one who is employed for thirty (30) consecutive working days or more and up to 6 consecutive months replacing a Full-Time or Part-Time Employee who, for example is ill, on leave of absence, on vacation, or other approved leave or for the purpose of filling a vacancy until it is filled permanently in accordance with this collective agreement or for the purpose of a pilot project, experimentation, testing or other project, or temporarily doing any other job which is not a Term, Grant, or Casual job. A Temporary Employee is not in the bargaining unit. A temporary Employee shall:
 - (i) be paid for holidays as set out in the Labour Standards Code;
 - (ii) receive vacation pay of 4% of regular pay or the amount set out in the Labour Standards Code, whichever is greater, for all days worked;
 - (iii) not receive seniority or other welfare benefits provided for by this collective agreement, and;
 - (iv) shall accumulate paid sick leave at a rate of three point seven five (3.75) hours per month, to a maximum of twenty-two point five (22.5) hours per appointment. These hours cannot be carried forward.
- (e) A TERM Employee is one who is primarily funded by the Employer and who is employed for a definite term in excess of 6 consecutive months not to exceed twenty - four consecutive months, due to the absence of a Full-Time or Part-Time Employee on leave from work for a period in excess of six months and such an Employee shall be in the bargaining unit. A Term Employee shall:
 - (i) shall have one hour for lunch prorated if working less than full time;
 - (ii) be paid holidays as per Article 19;
 - (iii) receive vacation pay of 4% of regular pay or the amount set out in the Labour Standards Code, whichever is greater. The vacation pay may be paid out as accrued bi-weekly and form part of the bi-weekly pay package or at the Employee's discretion

may be retained and either paid out at a later date, or received as time in lieu at a mutually agreed upon time, in accordance with the Labour Standards Code;

- (iv) shall be paid in accordance with the negotiated salary rate for Term Employees as set out in Appendix "A";
 - (v) not accrue seniority;
 - (vi) not be entitled to paid leave, or other leave as provided under Articles, 20, 21, and 22; and shall accumulate paid sick leave at the rate of three point seven five (3.75) hours per month, to a maximum of forty-five (45) hours per appointment year. These days cannot be carried forward beyond the end of their term unless they secure a full/part time position. For the purpose of this article only, sick leave shall be defined as the period of time a Term Employee is absent from work with full pay as a result of a disabling injury or personal illness.
 - (vii) have the same right to access the grievance procedure;
 - (viii) be entitled to leaves for pregnancy, parental, adoption, bereavement, court, compassionate-care, and illness pursuant to the Labour Standards Code; and
 - (ix) The Employer may terminate the appointment of a Term Employee due to operational requirements at any time during the period of their appointment upon ten (10) days notice.
- (f) A CASUAL Employee is one who is employed for less than thirty (30) consecutive working days and is not in the bargaining unit. Such an Employee shall not be entitled to the benefits of this collective agreement. The Employer shall offer casual work to Part-Time Employees whenever possible, before such work is offered to casual Employees subject to the terms set out in Article 3.04 (c) above.
- (g) A GRANT Employee is one who is primarily funded by a source or sources other than the Employer for a specific purpose or program and is not in the bargaining unit and shall not be entitled to the benefits of this collective agreement.
- (h) A FLOAT position is one who is primarily funded by the Employer, and who works regular full-time or part-time hours. The Float position is a

regular ongoing position which does not have a home classroom but fills in where needed on a particular day and as such shall be in the bargaining unit. A Float position shall be covered by all the terms of this Agreement, including the wage rate according to their level of certification as per Appendix A, but does not receive programming time in accordance with Article 17.06, unless otherwise assigned.

- (i) A new Full-Time or Part-Time Employee shall be on probation for a period of six (6) months from the date of hiring. Between the end of the third month and the end of the fourth month the Employer shall review the work performance of the Employee and submit the evaluation to the Employee. Days worked need not be consecutive for purposes of calculating the period of probation.

During the probationary period the Employee shall be entitled to all the rights and benefits of this agreement except, if in the opinion of the Employer the probationary Employee has not performed to the standards set out by the Employer the Employee may be dismissed. The Employer shall not establish arbitrary, discriminatory or unreasonable standards.

After completion of the probationary period seniority shall be effective from the most recent date of hiring as a Full-Time Employee or Part-Time Employee. The Employer shall recognize the previous service of Term Employees who are hired as Full-Time Employee or a Part-Time Employee provided there has not been a break in their employment or service and after the completion of their probationary period as a Full-time Employee or Part-time Employee and their seniority shall be effective from their most recent date of hire as a Full-Time or Part-Time Employee.

A Term Employee's period of probation is six (6) months.

- 3.05 No Employee shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this collective agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 Where an Employee's child is enrolled in the U.C.C. program, the Employer may transfer the Employee who is a parent/guardian of a child in the teaching classroom to another teaching classroom as the need arises.
- 4.02 The Parties agree that there shall be no discrimination or harassment exercised or practices with respect to any Employee pursuant to the *Nova Scotia Human Rights Act*, place of residence, or Union affiliation and/or involvement.

ARTICLE 5 - UNION MEMBERSHIP

- 5.01 It shall be a condition of employment that all new Employees shall become and remain members in good standing of CUPE upon hiring and shall, within the same time, sign and deliver to the Employer an irrevocable authorization of deductions approved by the Union.

ARTICLE 6 - CHECK-OFF

- 6.01 The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and Bylaws. The Union shall notify the Employer in writing of the authorized deductions to be checked off for each Employee.
- 6.02 Deductions shall be made from the first two payrolls of each month. The amount remitted shall be forwarded by the 15th of the month following to CUPE National Secretary Treasurer, 1375 St. Laurent Blvd., Ottawa, ON K1G 0Z7, accompanied by a list of the names, addresses, employment status (full time, term, part-time) classifications and monthly wage of Employees whose wages the deductions were made. A list is also to be given to the Treasurer of the Local.
- 6.03 At the same time that Income Tax (T-4) slips are made available the Employer shall enter on the slips the amount of Union dues paid by each Union member in the previous taxation year.
- 6.04 During the 30 minute meeting between the new Employee and the Unit Vice President, as per Article 7.02 the Unit Vice President will obtain the new Employee's address.

- 6.05 The Employer shall endeavor to advise the Unit Vice-President of all appointments, leave of absences except for stress leave and short term sick leave, resignations, retirements, and deaths of its Employees within the bargaining unit.

ARTICLE 7 - ACQUAINTING POTENTIAL EMPLOYEES

- 7.01 The Employer agrees to acquaint new Employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Check-Off.
- 7.02 Every new Employee shall be introduced to the Unit Vice President or their designate on or before the first day of employment and shall be given the opportunity to meet with the Unit Vice President or designate within regular working hours, without loss of pay or benefits for either, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Employer and the Unit Vice President of the Union or their designate.
- 8.02 A copy of any correspondence between the Employer, or its designate, and any Employee in the bargaining unit pertaining to the interpretation or application of any part of this agreement or in regard to any warning or discipline shall be forwarded to the Unit Vice President of the Union or their designate at the same time it is exchanged between the Employer and the Employee.

ARTICLE 9 - BARGAINING

- 9.01 The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the bargaining unit unless authorized by CUPE. The Employer shall not bargain with or enter into any agreement with any other organization which purports to represent the Employees in the bargaining unit. No Employee or group of Employees shall undertake to

represent CUPE in relations with the Employer without proper authorization of CUPE. In representing an Employee or group of Employees an elected representative of the Local or a representative of CUPE shall be the spokesperson.

The Union will supply the Employer with the names of its officers, stewards and other representatives. The Employer shall supply the Union with a list of its supervisory and management personnel with whom the Union may be required to transact business.

- 9.02 The Union will advise the Employer, no later than two (2) weeks before scheduled bargaining, of the Employee representatives on the Union bargaining team.
- 9.03 Any matter which affects or may affect an Employee or the Union may be referred by the Union bargaining team to the Employer for discussion, negotiation and settlement. Without limiting the generality of the foregoing, matters which may be referred include; matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and any other working conditions.
- 9.04 The Union shall have the right, at any time, to have the assistance of a representative of CUPE, when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises at mutually convenient times, with prior arrangement with the Employer, in order to assist in the settlement of grievances or negotiations. The Employer shall not unreasonably delay or deny access to its premises nor shall the representative interfere with or disrupt the normal operation of the Employer's business.
- 9.05 In the event either party wishes to call a bargaining meeting, the meeting shall be held not later than fifteen (15) working days after the request has been given in writing.
- 9.06 The bargaining team shall consist of a maximum of three (3) Employee representatives of CUPE Local 4745 in addition to the representatives from CUPE National. Three (3) of the Employee representatives at any one time shall be granted leave with pay for the purpose of attending bargaining meetings with the Employer when held during working hours. For the purpose of facilitating the bargaining process, the Employer and the Union will meet to discuss staffing arrangements in accordance with the operational requirements of the centre.

Notwithstanding the foregoing the Employer shall receive the Union bargaining team consisting of up to three (3) Employees of the Employer and other representatives, agents or advisors of the Union who are not in the employ of the Employer or who are on approved leave from employment with the Employer.

- 9.07 Within ten (10) days of receipt of a written request by the Union, the Employer shall make available to the Union any information which it has in its possession, required by the Union which the Union considers pertinent for collective bargaining purposes. Without limiting the generality of the foregoing, such information shall include; a general budgetary statement, job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans. The request from the Union may be made within the six (6) months immediately preceding the expiration of this collective agreement or at the time notice to bargain is given.
- 9.08 The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor educational functions such as seminars, workshops, lectures and Union meetings on topics related to employment to be held on the Employer's premises during the Employees' lunch period or following the regular working day. Prior arrangement for such functions shall be made with the Employer and no such function shall be permitted where it will interfere with the normal operation of the Employer's business.
- 9.09 (a) When an Employee is on approved absence from work and the Union has agreed to pay that Employee's salary during such absence, the Employer shall continue the Employee's pay in the normal manner and shall submit an account to the Union equal to the amount paid to the Employee plus the cost of any Employee's benefits for that time, which the Union shall pay, within thirty (30) days, upon verification, to the Employer.
- (b) At any point when the Employer is awaiting salary reimbursement for Employees that has been on an approved absence from work to attend Union functions and the Local has agreed to pay the Employee's/Employee's salary during such absence and the reimbursement has not been received within a timely manner, the Employer may call the CUPE Regional Office who will investigate the matter and reply within 5 working days.

- 9.10
- (a) Subject to operational requirements and with three (3) weeks' advance notice, leave without pay and without loss of seniority shall be granted to no more than two (2) Employees at one time (no more than one (1) from a playroom) to attend meetings of CUPE, Executive Board meetings of CUPE, conventions of CUPE National or CUPE Nova Scotia, the Canadian Labour Congress and the Nova Scotia Federation of Labour and to undertake training related to the duties of a Union representative.
 - (b) Any such leave will not interfere with previously scheduled earned leaves of other Employees unless mutually agreed between the Employees.
 - (c) The Employer reserves the right to withdraw the leave in emergency situations.
 - (d) Any of the conditions in this clause may be waived by the Employer.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

- 10.01 Any and all recommendations of the Employer or Union which are about to be made or may be made to the Municipal, Regional, Provincial or Federal Governments or their respective advisory committees dealing with conditions of employment shall be communicated by the Employer to the Union or by the Union to the Employer within a reasonable time prior to presentation to the Government or advisory body, in order to afford the Employer or Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them before they are presented to or dealt with by the respective Government body.
- 10.02 Copies of all proposed or adopted motions, briefs, resolutions, by-laws or rules and regulations by the Municipal, Regional, Provincial or Federal Government or their respective advisory bodies or agencies which affect or may affect the members of the Union and/or the general provision of day care, received by either party shall be maintained in an open file to which the Employees have access.
- 10.03 The Employer will, at the Employer's South Street location, make available to the Unit Vice President for Employees and to Employees copies of the following:
- (a) Workplace policies;

- (b) Full text of medical plan information for Employees;
- (c) Board bylaws and notice of board appointment;
- (d) Labour Management Committee health and safety reports as may be available to Employees; and
- (e) Documents normally released to Employees which change terms and conditions of employment or working conditions

The Employer and Unit Vice President of CUPE Local 4745, Unit 8 will meet to discuss and reach a mutually satisfactory arrangement regarding all administrative details related to the above.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 (a) The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible. The parties are encouraged to attempt to address problems without resorting to a formal grievance wherever possible. Informal discussions can take place throughout the grievance process.
- (b) 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.
- 11.02 Employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes or complaints and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their Union duties under this agreement. A Steward will not leave their work without previously notifying their supervisor (emergencies excepted) and their supervisor shall not unreasonably withhold permission for the Steward to perform their Union duties.
- 11.03 Names of Stewards
The Union shall notify the Employer in writing of the name of each Steward and alternate and any changes from time to time before the Employer shall be required to recognize them.

11.04 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this collective agreement or applicable legislation or where a party has acted unjustly or improperly.

11.05 Should an Employee have a complaint which may become a grievance, the Employee is encouraged to discuss the issue with their supervisor and/or the Union. The purpose of this discussion is to explore the possibility of reaching resolution on the matter. The Employee may have a Union representative in attendance during such meetings.

Failing informal resolution, an earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1

The aggrieved Employee(s) shall, within twenty (20) working days of the incident giving rise to the grievance or of first becoming aware of the incident giving rise to the grievance, submit the grievance to the Steward. In the Steward's absence, the grievance shall be submitted to the alternate Steward or Unit Vice President. The grievor shall have the right to be present at all steps of the grievance procedure.

STEP 2

If the Steward considers the grievance to be justified, they will, within ten (10) working days of receiving the grievance, attempt to settle the dispute with the Director or their designate. If the Steward and/or designate does not receive a satisfactory settlement within five (5) working days from the date on which the grievance was presented, the Employee may proceed to STEP 3.

STEP 3

Failing settlement under STEP 2, the Steward will within ten (10) working days from the expiration of the five (5) day period referred to in STEP 2, submit the grievance and the redress sought to the Board or its designate and shall at the same time request a hearing with the Board which shall be held no later than ten (10) days after the request is made. The Board, or its designate, shall render a decision within ten (10) working days after the hearing with the Board.

STEP 4

Failing a satisfactory settlement at Step 3, the Union may within thirty (30) working days, refer the dispute to arbitration as per Article 12.

11.06 **POLICY GRIEVANCE:** Where a dispute arises involving a question of general application or interpretation, or where a group of Employees or the Union has a grievance, Step 2 of this Article may be by-passed.

- 11.07 **UNION GRIEVANCE:** The Union shall have the right to initiate the grievance procedure on behalf of any Union member or group of members and to seek redress and adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall start at Step 2.
- 11.08 **EMPLOYER GRIEVANCE:** Where the Employer disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the Employer shall attempt to resolve the matter with the Union in accordance with the applicable grievance procedure guidelines as set out in Article 11.05. The two levels of the Employer's grievance process shall be to the Unit Vice President (Step 2), and then the CUPE Regional Office (Step 3). Where no satisfactory agreement is reached, the Employer may refer the dispute to arbitration, as per Article 12.
- 11.09 **Grievance on Safety**
An Employee, or a group of Employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure.
- 11.10 Replies to grievances, stating reasons, shall be in writing at all stages beyond Step One.
- 11.11 The Employer shall supply the necessary facilities for grievance meetings.
- 11.12 Any mutually agreed changes to this collective agreement, aside from provisions relating to group insured benefits plans, shall be in writing and shall form part of this collective agreement and shall be subject to the grievance and arbitration procedure.
- 11.13 No grievance shall be defeated or denied by any formal or technical objections. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal or technical procedural irregularities in the processing of the grievance, in order to determine the real matter in dispute and to render a decision which they deems just and equitable.
- 11.14 The time limits fixed in the grievance and arbitration procedure may be extended by the written consent of both parties. If either party fails to respond to the grievance in the time allotted, the grievance will proceed to the next step.
- 11.15 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.

- 11.16 The Union members shall not suffer any loss in pay and/or benefits for time spent meeting with the Employer on grievances/complaints.

ARTICLE 12 – ARBITRATION PROCEDURE

- 12.01 When either party requests that a grievance be submitted to arbitration the request shall be made in writing within fifteen (15) working days of the receipt of the reply at the final step of the grievance procedure in Article 11. Such requests shall be made by registered mail or personal delivery addressed to the other party to this agreement. Within ten (10) working days thereafter the other party shall answer by registered mail or personal service.
- 12.02 When either party submits a request pursuant to Article 12.01 it shall suggest the name of a sole arbitrator. When the other party responds to such a request it shall agree with the first party's suggestion, or suggest an alternate sole arbitrator.
- 12.03 If the party receiving the notice pursuant to Article 12.01 fails to respond to a request for a sole arbitrator, or if the two parties cannot agree on the appointment of an Arbitrator at the request of either party the appointment shall be made by the Minister of Labour for Nova Scotia. The party making this request must notify the other party of its intentions at least three (3) days prior to making the request.
- 12.04 The sole arbitrator shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.
- In its attempt at justice the sole arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedures. The sole arbitrator shall hear and determine the matter and render a decision as soon as is reasonably possible.
- 12.05 The decision of the sole arbitrator shall be final, binding and enforceable on all parties and may not be changed.
- 12.06 The sole arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the sole arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.
- 12.07 Should the parties disagree as to the meaning of the decision of any part of it, of the sole arbitrator, either party may apply to the sole arbitrator to reconvene

to clarify the decision. Such application shall be made within ten (10) working days.

12.08 Each party shall pay:

- one-half of all fees of the Arbitrator.

12.09 At the written request of either party, it may be mutually agreed to extend the time limits specified in both Article 11 and Article 12.

12.10 Employees involved in the grievance and mediation/arbitration procedure shall not suffer any loss of wages or benefits during such process.

12.11 The parties where mutually agreed may use the services of a mediator or a mediation/arbitration to resolve an outstanding grievance. Any costs associated will be shared equally for the mediator or mediation/arbitration.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 **Principle of Innocence** - Both parties agrees that an Employee is innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an Employee who has completed their probationary period and which may result in the suspension or discharge of the Employee, the following procedure shall be followed:

13.02 (i) **Discipline Procedure** - The Employee and the Union shall be notified in writing of the alleged wrong doing and the action and/or penalty which the Employer proposes to take. If the Employee or the Union decides to grieve the action and/or penalty, the Employee shall continue their employment with all rights and privileges while the Union processes the grievance, until settlement is reached or the matter is arbitrated, except the Employer may implement the action and/or penalty immediately if, in the Employer's determination, the Employee's conduct which has led to the Employer's discipline, presents a danger to the children, parents or staff of the Employer or the premises or security of the workplace and is likely to be repeated. Nothing herein prevents the Employer from suspending an Employee with full pay and benefits until the issue is resolved through grievance, settlement or arbitration.

(ii) **Right to Have a Steward Present** - An Employee shall have the right to have their Steward present at any discussion with supervisory personnel/Board of Directors which the Employee believes might be the basis

of disciplinary action. Where the Employer intends to interview an Employee for disciplinary purposes the supervisor shall so notify the Employee in advance of the purpose for the interview in order that the Employee may contact their Steward to be present at the interview.

- 13.03 **Warnings** - Whenever the Employer or its authorized agent deems it necessary to censure an Employee in a manner indicating that dismissal may follow any further infraction, or may follow if an Employee fails to bring their work up to a required standard by a given date, the Employer shall give notice of such censure to the Unit Vice President or designate at the same time as the Employee, and shall provide the Unit Vice President or designate with the written particulars at the first available opportunity.
- 13.04 **Adverse Report** - The Employer shall notify an Employee in writing of any expression of dissatisfaction which may be detrimental to an Employee's advancement or standing with the Employer, whether or not it relates to their work, within fifteen (15) days working days of the event or complaint or knowledge thereof. A copy shall be forwarded to the Unit Vice President. This notice shall include particulars of the work performance or other cause which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of an Employee's record and may not be used against them at any time. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.
- 13.05 **Employee Record** - The record of any reprimand, suspension or other disciplinary action (collectively referred to as "disciplinary action") taken against an Employee shall not be used against the Employee after thirty-six (36) months have elapsed from the date of the disciplinary action provided that no subsequent disciplinary action has been taken against the Employee within the thirty-six (36) month period.
- 13.06 **Burden of Proof** – In cases of discharge and/or discipline the burden of proof of just cause shall rest with the Employer. In the subsequent grievance or arbitration, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.
- 13.07 **Failure to Grieve** - Failure to grieve previous discipline, or to pursue a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- 13.08 **Just Cause** - The Employer shall only discipline an Employee for just cause.

- 13.09 An Employee covered by this agreement shall have the right to refuse to handle struck goods or goods named as "hot goods" by the Union or work arising out of labour disputes. Failure to handle struck or hot goods or work by a member of the Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.
- 13.10 The Employer shall not use as evidence against an Employee, in any hearing or adjudication, any report, document, evaluation or other evidence of which the Employee was not made aware within fourteen (14) days of the occurrence or within (14) days of the Employer first becoming aware of the other evidence and given an opportunity to respond to at that time.
- 13.11 **Access to Personnel File** - An Employee shall have the right upon reasonable notice to have access to and review their personnel file and shall have the right to respond in writing to any documents, reports, evaluations or other things contained therein. Such reply shall become part of the record.
- 13.12 **Demotions** - Demotions shall not be used as a disciplinary measure.

ARTICLE 14 - SENIORITY

- 14.01 Seniority for all Employees in the bargaining unit shall be defined as the length of continuous service in the employ of the Employer subject to the Agreement.
- For the purpose of this paragraph, when an Employee leaves the bargaining unit for the purpose of working in a non-bargaining unit position or in a non-bargaining unit work place of the Employer and later returns to a bargaining unit position they shall retain the accumulated seniority they had prior to leaving the bargaining unit.
- Seniority shall be used as set out in this collective agreement.
- 14.02 The Employer shall maintain a seniority list showing the seniority of each Employee and the date upon which each Employee's service commenced. An up-to-date seniority list shall be given to the Unit Vice President and posted within the place of employment in January of each year. Any Employee may, upon reasonable notice require the Employer to provide them with their length of seniority at any time.
- 14.03 An Employee shall not lose seniority rights if they is absent from work because of sickness, disability, accident, lay-off, leave of absence approved by the Employer or any other approved leave.

An Employee shall lose their seniority only in the following events:

- (a) They are discharged for just cause and are not reinstated; or
- (b) They resign in writing and do not withdraw the resignation within five (5) working days; or
- (c) They fail to return to work following a lay-off within ten (10) working days after receiving notice by registered mail to do so unless through sickness or other just cause, however, if there are other bargaining unit Employees on lay-off with less seniority and qualified to do the work, an Employee may exercise a right of one refusal without loss of rights or benefits; or
- (d) They are laid off for a period of longer than two (2) years.

ARTICLE 15 - VACANCIES, PROMOTIONS AND STAFF CHANGES

15.01 When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on a bulletin board in the work place for a minimum of one (1) week so that all members will know about the vacancy or new position.

Positions shall be posted within one (1) week of vacancy, however, vacancies arising from normal retirement shall be posted sixty (60) days prior to the Employee's retirement date.

In the case of retirement the appointment shall be made within one (1) week of the job opening. All other appointments shall be made within eight (8) weeks after the initial posting date.

15.02 Notice shall contain information describing the nature of the position, qualifications, required knowledge and education, skills, shifts, salary range and that the position is within the bargaining unit.

Such qualifications shall not be established in an arbitrary or discriminatory manner. All job postings shall state: "this position is open to applicants from any gender identity."

15.03 Internal and external advertisements may run concurrently. However, applicants in the bargaining unit having the required qualifications, knowledge,

education, skills and experience as per the posted Notice in accordance with Article 15.02 shall be given first opportunity of refusal.

- 15.04 Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to the length of service. Therefore, in making staff changes, transfers or promotions within the bargaining unit, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02 provided that an Employee shall not be entitled to this benefit if the Employer gives reasonable cause why the Employee should not be awarded the staff change, promotion or transfer.
- 15.05 Appointments to positions within the bargaining unit shall be made within eight (8) weeks of posting and the job shall be filled within a further eight (8) weeks.
- 15.06 A successful applicant from within the bargaining unit shall be notified within one (1) week following the end of the posting period. They shall be placed on a trial period for two (2) months. Conditional on satisfactory service, the Employee shall be declared permanent in that position after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the Employee is unable to perform the duties of the position or if the Employee expresses the desire in writing, they shall be returned to their former position and wage or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of position shall also be returned to their former position and wage or salary rate, without loss of seniority and any Employee hired because of the re-arrangement may be laid-off.
- 15.07 Within seven (7) working days of the date of appointment to a vacant or new position, the Employees shall be notified of the name of the successful applicant by way of memorandum to each classroom.

ARTICLE 16 - LAY-OFFS AND RECALL

- 16.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.
- 16.02 Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of lay-off, Employees in that job position shall be laid-off in reverse order of their seniority, provided that the remaining jobs shall continue to be filled by qualified Employees.

- 16.03 Employees shall be recalled in the order of their seniority. Employees may exercise the option of refusing one recall notice provided there is at least one junior, qualified Employee on lay-off.
- 16.04 New Employees shall not be hired until Employees on lay-off have been given an opportunity of recall.
- 16.05 Where an Employee is able to exercise their rights of refusal on recall they shall retain their position on the recall list.
- 16.06 The Employer shall make all reasonable efforts to avoid lay-offs. However, if lay-offs are necessary for the continued operation of the Employer's business or if the Employer goes out of business the following shall apply in regard to such lay-offs:
- (a) An Employee with less than five (5) years' service shall receive one (1) month's notice in writing. The Employer may lay off such an Employee immediately upon notice if the Employer pays that Employee one (1) month's wages at their regular rate.
 - (b) An Employee with five (5) or more years' service shall receive two (2) months' notice in writing. The Employer may lay off such an Employee immediately upon notice if the Employer pays that Employee two (2) months' wages at their regular rate.
- 16.07 The Employer agrees to receive and consider suggestions and recommendations of the Union which are aimed at preventing lay-offs.
- 16.08 Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the grievance procedure.

ARTICLE 17 - HOURS OF WORK

- 17.01 (a) The regular daily hours of work for Full Time Employees shall be seven (7) hours per day Monday to Friday. No seven (7) hour shift shall be spread over a period longer than eight hours, and in such a case, there shall be one (1) hour off for lunch. The regular daily working hours for Early Childhood Educators shall be between the hours of eight o'clock in the morning (8:00 a.m.) and five thirty o'clock in the afternoon (5:30 p.m.). The Schedule in (c) and (d) may be modified from time to time in order to facilitate operational requirements.

- (b) Staff shall not leave work prior to the end of their shift unless they do so with the consent of the administrative staff person on-site. Such time shall be deducted from overtime accumulated under article 18.05.
 - (c) Regular Shift Schedules at South Street would be 8:00 – 4:00, 8:30 – 4:30 or 9:30 – 5:30.
 - (d) Regular Shift Schedules at Life Science during the regular schedule is 8:00 – 4:00, 8:30 – 4:30 or 9:30 – 5:30.
 - (e) Regular Shift Schedule for the cook is 8:00 to 4:00.
 - (f) No Employee shall be required to work a split shift.
- 17.02 The regular work week for Full Time Employees shall consist of thirty-five (35) hours per week. The work week shall be from Monday to Friday inclusive.
- 17.03 Flexible working hours may be introduced provided that:
- (a) They are mutually agreed to between the Employee, the Union and the Employer; and
 - (b) The number of hours worked in the course of a week does not exceed the limit set out in Article 17.02.
- 17.04 The hours and days of work of each Employee shall be posted in an appropriate place at least two (2) weeks in advance. Notwithstanding the foregoing, the Employer may, after notifying Employees affected, alter the posted schedule where justifiably necessary for the proper function of the work place. Such alteration shall not be done in an arbitrary, discriminatory or unreasonable manner.
- 17.05 Subject to the operational requirements of the Centre, all Employees shall be given a paid rest period of fifteen (15) minutes in the first and second half of their daily shift in a suitable area made available by the Employer. If mutually agreed by the parties, the two rest periods may be combined into one thirty (30) minute rest period or any other combination to which the parties agree.
- 17.06 (a) Subject to operational requirements the Employer shall grant three hours and fifteen minutes (3.25) per month of overtime calculated at straight time per Early Childhood Educator to be performed on-site for the purposes of compiling children's portfolios, progress summaries or other programming related duties.

- (b) Subject to operational requirements the Employer shall grant the cook three hours and fifteen minutes (3.25) per month of overtime calculated at straight time to be performed on site for the purposes of research/menu planning and to update menu/kitchen binder.

17.07 Prior to progress summaries being due to parents, and subject to the operational requirements of the Centre, the Employer shall grant each teacher thirty (30) minutes per summary to compile information, and/or write the report. Employees shall use the time allotted during the regular work day, and work in the Centre during this time. This will occur two (2) times a year for Employees in each class.

ARTICLE 18 - OVERTIME

- 18.01 (a) All accumulated time worked before the regular work day or after the regular work day shall be considered overtime, with the exception of the first fifteen (15) minutes which is paid at straight time unless the Employee works beyond fifteen (15) continuous minutes in which case the Employee will be paid for all time at the appropriate overtime rate. Any time worked other than due to maintaining ratio will be assigned or preauthorized.

General staff meetings, approved by the Employer and which the Employees are required to attend, shall be paid at the normal hourly rate. Normally, there will be a maximum of three (3) general staff meetings per calendar year, lasting two hours or less. Any meeting that is in excess of two hours and fifteen minutes (2 h 15 min) shall be paid at the overtime rate. Any additional staff meetings, in excess of three (3) meetings per year as required by the Employer, shall be paid at the overtime rate.

- (b) All time worked on a holiday specified in Article 19 or worked on weekends shall be considered overtime and shall be compensated at the overtime rate.
- (c) Employees shall be responsible to receive 10 hours per year of Professional Development. The Employer shall provide a minimum of one (1) – two (2) hour professional development workshop with Certificate during a paid staff meeting each year. The Employer shall also pay for four (4) hours of the remaining eight (8) hours of Professional Development each year at straight time once proof of attendance is shown to the Executive Director.

- 18.02 Overtime work shall be paid for at the rate of time and one-half (1½ x) unless another rate is specifically stated.
- 18.03 All overtime must be authorized by the Employer. The Employer shall keep overtime to a minimum. No Employee shall be required to work overtime against their wishes when other Employees are available to perform the required overtime work. Overtime shall be distributed equitably.
- 18.04 Instead of cash payment for overtime, an Employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon with the Employer. All such accumulated overtime must be reported weekly, and shall be taken within six (6) months of the date the overtime was worked or pay in lieu thereof, at the overtime rate, shall be included in the earliest regular pay on or about July 15 and December 15 of each year.
- 18.05 Parent meetings shall not constitute overtime but shall be compensated for by pay at the straight time rate or, at the Employee's option, by equal time off. Time off, earned pursuant to this Clause, shall be taken at a time mutually agreed upon with the Employer. Any such time not taken at the end of the calendar year shall be compensated for in pay at the straight time rate.
- 18.06 The Executive Director or their designate shall maintain a log of time earned and used. Each staff member shall inform the administrative staff person on-site prior to leaving early or any other usage of earned time. The administrative staff person on-site will record the time used and provide the data to the Executive Director or their designate for inclusion in the log. The log will be available for review by Employees. The log of time earned and used applies to clauses 18.04 and 18.05.

ARTICLE 19 - HOLIDAYS

- 19.01 (a) The following shall be paid holidays:

New Year's Day	Good Friday
Munro Day	Victoria Day
Canada Day	Halifax Natal Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Heritage Day
National Day of Truth and Reconciliation	

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Governments, provided the Department of Education and Early Years will compensate the Centre for the holiday. Part Time Employees shall be compensated on a pro-rata basis.

Where an Employee observes religious holidays not included in Article 19.01 (a), the Employer shall, where the Employer's business is open on holidays included in Article 19.01 (a), allow the Employee to substitute their religious holiday for those days. If the Employee is then required to work their holiday, they shall be compensated in the same manner as an Employee required to work on one of the holidays herein.

- 19.02 When any of the above noted holidays falls on a Saturday or Sunday, and is not proclaimed as being observed on some other day, the following Monday (or Tuesday where the Monday is already being observed) shall be deemed to be the holiday for the purposes of this agreement, provided that the Department of Community Services continues to pay for such holidays.
- 19.03 An Employee whose usual work day falls on a holiday as set out in Article 19.01(a) shall be paid at the Employee's usual rate of pay for that day. An Employee who works on a holiday with the Employer's approval, shall be paid at the rate of one and one-half times ($1 \frac{1}{2} \times$) the regular straight time rate and in addition shall receive another day off with pay at a time mutually agreed to by the Employee and the Employer.
- 19.04 The Employer shall grant at least three (3) days off in the period between Boxing Day and New Year's Day to be observed by the Employees who would otherwise be at work as scheduled days off without loss of pay or benefits. If an Employee is required to work on any of these days, they shall be entitled to equivalent time off in lieu thereof without loss of pay or benefits. Such time off shall be by mutual agreement but failing this, the Employee shall be granted such time off immediately following their annual vacation. For Part-Time Employees, such entitlement shall be prorated.

ARTICLE 20 - VACATIONS

- 20.01 The vacation year shall be the calendar year January to December annually. Employees may take their vacations in accordance with the terms of this agreement and subject to mutual agreement of the Employer and the Employee, which agreement shall not be unreasonably denied.

20.02

- (a) Employees shall receive annual vacation with pay in accordance with their length of service as follows:
 - (i) From date of employment to December 31 of that year - five-sixths (5/6) of a working day per month;
 - (ii) In the calendar year in which the Employee attains one (1) year of service-eleven (11) working days;
 - (iii) In the calendar year in which the Employee attains two (2) years of service - fourteen (14) working days;
 - (iv) In the calendar year in which the Employee attains three (3) years of service - sixteen (16) working days;
 - (v) In the calendar year in which the Employee attains four (4) years of service - twenty-one (21) working days;
 - (vi) In the calendar year in which the Employee attains 7 years service and each year thereafter - twenty-three (23) working days;
 - (vii) In the calendar year in which the Employee attains ten (10) years of service and each year thereafter - twenty-six (26) working days.
 - (viii) In the calendar year in which the Employee attains thirteen (13) years of service and each year thereafter – twenty-eight (28) working days.
 - (ix) In the calendar year in which the Employee attains sixteen (16) years of service and each year thereafter – twenty-nine (29) working days.
- (b)
 - a) Seniority will govern when more than two people request to have vacation during the March Break period.
 - b) Notwithstanding a) no Employee shall be granted vacation during two consecutive March Break Periods unless no other Employee requests the time.
- (c) The following shall apply when Employees may take their vacations:

- (i) An Employee who is entitled to ten (10) vacation days or less shall take all their vacation between the time they finish probation and the end of the calendar year or be paid the four (4) percent of their wages for the time not taken at the end of December.
- (ii) Article 20.07 shall apply with respect to the possible length of a Vacation Leave.
- (iii) At any one time only one staff member per location may be off on a Vacation Leave during the January to May 31 period. If nobody from LSC location has requested time off, one additional member from South Street location may be allowed time off if they are in a different classroom from the other member requesting leave.
- (iv) At any one time only two staff members from South Street Location and one from LSC Location may be off on a Vacation Leave during the June to December 31 period. Two Educators may not be off in the same classroom.
- (v) Applications for annual Vacation Leave for the period January 1 through May 31 will be submitted in-writing to the Executive Director no later than December 1 of the previous year. Applications for annual Vacation Leave for the period of June 1 through December 31 will be submitted in-writing to the Executive Director no later than May 1 of the same year. Vacation request will be authorized by the Executive Director with due consideration being given to the efficient operation of the Centre, and seniority of the Employee. Any vacation requests submitted after the deadline for either period will be considered on a first come, first serve basis, and not seniority of the applicant.
- (vi) If an Educator is on a Vacation Leave, the other Educators in the class cannot utilize a "Wellness Day" or a "day off from accumulated overtime."
- (vii) Staff may apply for Vacation Leave in their first full (calendar) year of employment, but only after their probationary period has ended.
- (viii) Approval of a Vacation Leave may be based on the availability of substitute Educator.

- 20.03 A new Employee who starts work between the first day and the seventh day, inclusive, of the month shall earn and accumulate full vacation benefits for that month.
- A new Employee who starts work after the seventh day but before the twenty-third day of the month shall earn and accumulate three-quarters (3/4) of a day vacation for that month.
- 20.04 If a paid holiday falls on or is observed during an Employee's vacation they shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employee and the Employer.
- 20.05 An Employee terminating employment at any time in the vacation year prior to using their vacation shall be entitled to a proportionate payment in salary or wages in lieu of such vacation, within thirty (30) days of termination.
- 20.06 The parties agree that the vacation entitlements in Article 20.02 are as applied to Full-Time work. Part-Time Employees shall receive the same amount of vacation pro-rated to reflect their actual hours worked. Vacation for Part-Time Employees shall not be compressed unless with the consent of the Employer and the Employee.
- 20.07 An Employee shall receive an unbroken period of vacation unless mutually agreed upon between the Employee and the Employer. Notwithstanding the foregoing, no Employee shall take more than twenty (20) consecutive working days vacation at one time except in the following circumstances:
- (a) Unusual circumstances such as a major vacation trip, honeymoon, illness, birth or adoption of a child, hardship in the family, etc. This list is for illustrative purposes only and is not meant to be exhaustive of unusual circumstances; or
 - (b) A vacation of longer than twenty (20) consecutive working days will not interfere with any other Employee's vacation.
- 20.08 An Employee may apply to the Director to carry over a maximum of five (5) days vacation from one vacation year to the next. Under normal circumstances such application shall be made prior to October 1st of the year in which the vacation is earned, and permission to carry over vacation shall not be unreasonably denied. If an Employee carries over vacation and does not use it by the end of the next vacation year then they shall lose that vacation unless circumstances beyond their control prevented them from taking the vacation

carried over. An Employee may apply to carry over an additional five (5) days to a maximum of ten (10) vacation days in extenuating circumstances.

ARTICLE 21 - SICK LEAVE AND WORKERS COMPENSATION

- 21.01 Sick leave includes the period of time an Employee is absent from work with full pay by virtue of being sick or disabled and includes having been exposed to a contagious disease or being under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act, and without limiting the generality of the foregoing includes mental and emotional sickness. For greater clarity, sick leave does not include scheduled routine checkups with family doctors or dentists.
- 21.02 Sick leave shall be earned at the rate of fourteen (14) hours for every month an Employee is employed.
- 21.03 The unused portion of an Employee's sick leave shall accumulate for their benefit up to a maximum of two hundred and ten (210) hours.
- 21.04
- (a) Employees may use their sick leave accumulation for themselves or for others as defined in (b) and (c).
 - (b) Where no one other than an Employee can reasonably provide for the needs, during illness or during the provision of medical care, treatment or diagnosis, of their child, an Employee shall be entitled, after notifying their supervisor, to use sick leave. If an Employee has no accumulated sick leave in such a situation, the Employer shall grant up to a maximum of seventy (70) hours leave without pay for this purpose and may, in its discretion, grant an Employee more time than specified herein.
 - (c) Where no one other than an Employee can reasonably provide for the needs, during illness or during the provision of medical care, treatment or diagnosis, of immediate family, as defined in Article 22.04. If an Employee has no accumulated sick leave available, the Employer may grant up to a maximum of twenty-one (21) hours leave without pay for this purpose.
- 21.05 An Employee shall have one hour deducted from their accumulated sick leave for each one hour on which the Employee is absent on approved sick leave. No deduction shall be made for days absent for which the Employee is compensated through Workers' Compensation.

- 21.06 An Employee may be required to produce a certificate from a medical practitioner of the Employee's choice for any illness in excess of five (5) continuous days certifying that the Employee was unable to carry out their duties due to illness. If there is any charge for the certificate it shall be at the Employer's expense.
- 21.07 When an Employee is laid-off because of lack of work they will not receive sick leave credits for the period of such absence but shall retain their accumulated credits, if any, existing at the time of lay-off.
- 21.08 An Employee with more than two (2) years of service who has exhausted their sick leave credits shall be allowed an extension of their sick leave to a maximum of two hundred and ten (210) hours. Upon returning to duty the Employee shall repay the extension of sick leave in full at the rate of one-half (1/2) of the monthly accumulation.
- No Employee shall have their services terminated by virtue of having exhausted their sick leave credits.
- 21.09 The Employer shall, in January of each year, advise each Employee, in writing, of the amount of sick leave accumulated to their credit and shall notify the Unit Vice-President of the amount of sick leave accumulated in the Sick Leave Bank.

WORKERS' COMPENSATION

- 21.10 All Employees shall be covered by the Worker's Compensation Act and the Employer shall provide accident report forms.
- 21.11 An Employee prevented from performing their regular work with the Employer because of an occupational illness or injury occurring at the work place that is covered by the Worker's Compensation Act shall receive, from the Employer, pay at the rate the Employee would have received from the Workers' Compensation Board and the Employer shall continue to pay its full share of any welfare benefit plans. In order to receive this pay from the Employer the Employee shall assign their compensation cheque to the Employer. The absence of an Employee who is receiving compensation under the Worker's Compensation Act shall not be charged against the Employee's sick leave credits. An Employee shall continue to accumulate sick leave while in receipt of Workers' Compensation benefits.

- 21.12 The Employer may require an Employee, who is prevented from performing their regular work because of occupational illness or injury or an illness or injury occurring at the work place, and who has had their claim rejected or terminated by the Workers' Compensation Board, to file an appeal of the rejection or termination with the Workers' Compensation Appeal Board as a condition of receiving payments under the sick leave plan for any absence from work caused by the illness or injury. Any cost of such an appeal, over and above that amount paid by the Workers' Compensation, shall be borne by the Employer.
- 21.13 An Employee who has been absent because of an illness or injury for which they has filed a claim for Workers' Compensation benefits and who has had their claim rejected or terminated by the Workers' Compensation Board and who has initiated or initiates an appeal of that rejection or termination shall, notwithstanding that they has no remaining accumulated sick leave, retain their right to their job.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Negotiation and Union/Employer Activity Leave

Representatives of the Unit shall not suffer loss of pay or benefits for the time involved in negotiations with the Employer or for any other Union/Employer activities.

22.02 Grievance and Arbitration Leave

Aggrieved Employees, witnesses, Unit representatives and Shop Stewards shall not suffer any loss of pay or benefits for the time involved in the processing of a grievance.

Representatives of the Unit shall not suffer any loss of pay or benefits for time involved in arbitration procedures. Representatives shall include a person presenting the case, the aggrieved person and witnesses.

22.03 Public Affairs Leave

The Employer recognizes the right of an Employee to participate in public affairs, therefore, upon written notification, the Employer shall grant leave of absence without pay but without loss of benefit to:

- (a) an Employee who is a candidate in a Federal, Provincial, Municipal or School Board election;
- (b) an Employee who is elected to full time public office during their term(s) in office provided, in this case, the Employee shall reimburse the Employer for the full cost of benefits.
- (c) an Employee who is elected or appointed to a full time position with the Union or any body with which the Union is affiliated during the term of office or term of appointment provided, in this case, the Employee shall reimburse the Employer for the full cost of benefits.

22.04 Bereavement Leave

- (a) An Employee shall be granted five (5) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the event of the death of a parent, wife, husband, common-law-spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, niece, nephew, grandparent, grandchild, former guardian, ward, finance(e), including same sex and step relations or any other relative who has been residing in the same household, or any other relative for whom the Employee is required to administer bereavement or death responsibilities. Where the death involves a family member as stated above and is two hundred and fifty (250) kilometres or more from the Employee's place of work the Employee shall be granted an extra two (2) days travelling time if requested. At the discretion of the Employer more time may be granted with or without pay.
- (b) An Employee shall be granted one (1) working day leave of absence without loss of pay and benefits for an Employee's aunt or uncle or grandparent in law.

22.05 Pregnancy and Parental Leave

- (a) An Employee is entitled to pregnancy leave without pay for a period of seventeen (17) weeks beginning no earlier than seventeen (17) weeks before the expected date of delivery and not later than the date of delivery.
- (b) The Employee must give at least four (4) weeks notice in writing (unless there is a valid reason why such notice cannot be given) to the Employer of the date the Employee wishes to begin pregnancy leave and, at the same time, the Employee shall indicate the date they will return to work.

- 22.06 An Employee who becomes a parent through the birth of a child or children, through the birth of a partner's child or children, or through the placement of a child or children in the care of the Employee or partner for the purpose of adoption pursuant to the law of the Province, is entitled to parental leave without pay for a period of up to sixty-one (61) weeks upon giving at least four (4) weeks' notice in writing (unless there is a valid reason why such notice cannot be given) to the Employer of the date the Employee wishes to begin parental leave and, at the same time, the Employee shall indicate the date they will return to work.
- 22.07 Where an Employee takes parental leave coupled with pregnancy leave, the parental leave must begin on the day following the termination of pregnancy leave and without the Employee's returning to work. Except in special circumstances, the total combined pregnancy and parental leave shall not exceed seventy-eight (78) weeks.
- 22.08 Where an Employee takes parental leave in the absence of pregnancy leave, the parental leave must begin on the date of acceptance of custody of a child by the Employee or Employee's partner.
- 22.09 An Employee shall provide the Employer with four (4) weeks' notice, in writing, of their intention to return to work after pregnancy or parental leave.
- 22.10 Pregnancy and parental leave shall be counted as continuous employment for the purpose of determining service and seniority.
- 22.11 While on pregnancy and parental leave, an Employee shall retain their full employment status for seventeen (17) weeks. During the first seventeen (17) week period, the Employer shall continue to pay the Employer's portion of any group insured benefits plans. After the seventeen (17) weeks, in accordance with Article 26.02, the Employee shall pay the full cost of any insured benefits plans.
- 22.12 Upon return to work from such leave, the Employee shall be placed in their former position and be paid at least the rate of pay for the position. If the former position no longer exists, they shall be placed in an equivalent position with an equivalent wage.

22.13 Jury and Witness Leave

The Employer shall grant leave of absence without loss of pay or benefits to an Employee who serves as a juror or witness in any court or before any tribunal. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or as a witness, excluding payment of travel, meal or other expenses. The Employee will present proof of service and the amount of pay received. Unless the Employee has been suspended or terminated for just cause, time spent by an Employee required to serve as a witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

22.14 In any calendar year, the Employer shall grant leave of absence with pay and without loss of benefits for the following reasons:

- (a) Birth of Partners child - one (1) week;
- (b) Serious fire, flood or like disaster in Employee's home or other serious household or domestic emergency - one (1) day;
- (c) Marriage or divorce or custody proceedings, if required - up to three (3) days;
- (d) Fostering a child – up to one (1) day;
- (e) Time required to write examination to upgrade Employee's employment qualifications pertinent to the Employer's business;
- (f) The Employer may grant more time than specified in (a), (b), (c), (d) (e) and (g) and may if requested by the Employee, grant vacation time in addition to the time specified above and may grant vacation time, upon request, in the event an Employee is moving their own household, has minor household or domestic emergencies or is attending a hearing to become a Canadian citizen, and such leave shall not be unreasonably denied.
- (g) The Employer will grant a leave of absence to those Employees in need of the leave as per current legislation. Any time away will not be held against the Employee in any attendance or disciplinary issues.

22.15 General Leave

An Employee with three (3) years or more seniority may be entitled to a General Leave of Absence (G.L.A.) without pay and without loss of seniority, although seniority shall not accrue during the period of leave, when they requests such leave for good and sufficient cause. Such request shall be in writing, shall include the length of time requested and subject to the approval of the Employer.

Such leave shall not be unreasonably denied and will only be granted for the time specified in the written request (in no case shall a GLA exceed 365 days). The Employer may grant a General Leave of Absence to an Employee with less than three (3) years seniority, at the Employer's discretion.

22.16 During the period of a General Leave of Absence pursuant to Article 22.15, the Employer shall continue the Employee's benefits provided by this agreement or provided in addition to this agreement so long as the Employee is eligible under the terms of the insured benefits plan, and so long as the Employee assumes the entire cost of premiums for the plan, as per Article 26.02.

22.17 Educational Leave

Educational Leave of Absence (E.L.A.) is defined as leave of absence for educational training, courses or seminars which pertain to the Employee's employment. E.L.A. will normally be taken at a recognized institution of learning. The Employee on E.L.A. will be entitled to leave without pay and the Employer shall continue the Employee's benefits provided by this agreement or in addition to this agreement provided that the Employee shall reimburse the Employer for such benefits, if they chooses to continue them, according to a payment schedule mutually agreed to by the Employer and the Employee. A request for E.L.A. shall be in writing and shall require the approval of the Employer, which approval shall not be unreasonably withheld. E.L.A. shall be granted for periods of up to one (1) year and may be renewed by mutual agreement. During a period of such E.L.A the Employee shall retain all seniority but shall not accrue seniority during the period of E.L.A. On return from E.L.A. an Employee shall be returned to their former position and be paid at least the rate of pay for that position. If the former position no longer exists, they shall be placed in an equivalent position with an equivalent wage.

If an Employee is required by the Employer or requested by the Employer to take a course or courses pertaining to their employment they shall retain full employment status including benefits, accrual of seniority and salary, and the Employer shall pay any costs associated with such courses. If it is to become

a requirement by a Government or agency with the jurisdiction to do so that an Employee take a course(s) or upgrading to meet standards set by that Government or agency then the Employer shall not be liable for the cost of such course(s) or upgrading unless the Government or agency provides funds for the purposes. In such case the Employer shall reimburse the Employee to the full extent of the funds so provided.

22.18

Leave for Disease or Condition Harmful to Pregnancy

- (a) Subject to the rest of this Article 22.18, a pregnant Employee or an Employee whose spouse (including common law spouse) is pregnant shall receive immediate leave of absence with full pay and benefits, including seniority, in the event that a known or suspected case of German measles, or any other disease or condition which would be harmful to pregnancy specifically, occurs at the place of work. This leave shall continue until all danger from such disease or condition ceases to exist.
- (b) The Employer may, with the consent of the Employee and at its own cost if any and during work hours, provide for approved tests and inoculations or vaccinations, if approved and determined safe by the Employee's doctor, on a regular basis to determine if Employees have immunity to German measles or any other disease or condition which would be harmful to pregnancy or to provide the Employees with immunity to such diseases or conditions. If a physician, of the Employee's choice, after being provided with the results of such tests, determines that it is safe for the Employee to continue work then such leave may be denied.
- (c) Such tests shall be restricted to those purposes of which the Employee is made aware and shall be absolutely and strictly confidential and used for no purpose other than to determine eligibility for leave under this Article. An Employee shall be informed of the results and implications of any such test in writing by the authority conducting the test and upon request of the Employee the test shall be repeated or further tests taken for clarification purposes, all at the Employer's expense and during working hours.
- (d) If a situation as foreseen by this Article arises, the Employee shall be put on immediate leave of absence with full pay and benefits until the test results confirm whether the Employee may return to work. This leave shall be granted whether or not the Employee has been tested, inoculated or vaccinated if the Employer has not provided an

opportunity for such testing, inoculation or vaccination or if an Employee is excused from such testing, inoculation or vaccination.

- (e) If an Employee refuses to participate in testing, inoculation or vaccination, unless excused from such by their physician, prior to such a situation arising, so that the Employee's immunity or susceptibility is unknown, or, because of a refusal to be inoculated or vaccinated the Employee has no immunity, the Employee shall be put on immediate leave without pay until the danger has passed or they agree to be tested and the test results show that they may return to work. If the results show that the Employee should not return to work then they shall remain on leave of absence without pay and benefits until the danger has passed. The Employer shall continue such an Employee's benefits if the Employee so chooses, provided that the Employee shall reimburse the Employer for the cost of such benefits according to a payment schedule mutually agreed to by the Employer and the Employee.
- (f) Notwithstanding the foregoing clauses of this Article, the Employer shall offer Employees affected by this Article work in a safe environment if such work is available. If the Employee has participated in the testing, inoculation and vaccination offered or has been excused from such program or part of it, or if the Employer has not offered such a program, the Employee shall be paid at their regular rate of pay unless the work offered has a higher rate of pay, in which case they shall receive the higher rate of pay. If the Employee has not participated in the program and is not excused from it then they shall receive the rate of pay which is lower.

22.19

Wellness Days

Full time, regular Employees shall be entitled to Wellness leave during the regular school year.

- (a) After working twenty-five (25) continuous work days, Employees are entitled to take one (1) wellness day. The count to twenty -five (25) continuous work days will revert to zero (0) when:
 - (i) The Employee takes one (1) full day of sick leave;
 - (ii) The Employee takes one (1) full day of unpaid leave;
 - (iii) The Employee takes one (1) full day of vacation leave; or
 - (iv) The Employee is absent from the workplace two (2) times for two (2) consecutive hours each time or more than one (1) absence

of more than three and one half (3.5) consecutive hours during the twenty-five (25) day period.

- (b) Wellness days shall be taken as full days (7 hours) and will be considered continued employment. Employees shall continue to receive and accrue all pay and benefits during their wellness day, including seniority.
- (c) Employees cannot accrue multiple wellness days. A wellness day must be taken within the twenty-five (25) day period before the next day is earned. This provision can be waived if the Employer requests or requires a delay.
- (d) The schedule for Wellness Days shall be mutually agreeable to the Employer and the Employee. On any given day, only one Employee can be off on a wellness day. Multiple Employees cannot take wellness days at the same time.
- (e) No Wellness days shall be earned or taken between the last day of school as set by the Halifax Regional Centre for Education and the first day of school of the new term in September (the summer period).
- (f) Under no circumstances will an Employee be permitted to earn or take more than seven (7) Wellness days in any school year (from the first day of school in September to the last day of school the following June).
- (g) Normally an Employee will not be permitted to carry more than twenty-five (25) days over the summer period.

22.20 Compassionate-Care Leave

A qualified Employee shall be granted Compassionate Care Leave in accordance with the provisions of the Nova Scotia Labour Standards Code.

22.21 Leave to take a non-bargaining unit position

- (a) An Employee who has accepted a non-bargaining unit position with the University Children's Centre shall have their position held for them for a period not to exceed one (1) calendar year. At the conclusion of the calendar year, they shall be returned to their former position or equivalent position without loss of seniority and at the wage rate of the former position or the position will be filled in accordance with Article 15.

- (b) Notwithstanding Article 22.21 (a), an extension may be requested and granted subject to operational requirements and mutual agreement in writing between the Employer and the Union. The granting of the additional leave will not be unreasonably withheld.

ARTICLE 23 – CLASSIFICATION AND PROFESSIONAL DEVELOPMENT

- 23.01 Both parties recognize the importance of ensuring that Employees maintain any required training and professional development, to ensure they meet all applicable regulations for their classification or certification as per the Department of Education and Early Childhood Development.
- 23.02 Employees shall be required to remain in strict compliance with their obligations set forth by the Department of Education and Early Childhood Development. It is the sole responsibility of the Employee to maintain such obligations in good standing.
- 23.03 On an annual basis (January to December) the Employer shall pay 100% up to a maximum of \$225.00 per Employee for professional development. At the Employer's sole discretion, the Employer may pay for professional development beyond the \$225.00 per year.
- 23.04 For any in-house training opportunities, the Employer shall bulletin the training opportunities. The bulletin shall contain at least the following information:
- Subject material to be covered
 - Time, duration, location
 - Number of qualifying hours
- If the Employer deems appropriate, advertisements for outside professional development opportunities shall be given to each class room and placed in the professional development binder.
Employees will be given equal opportunity to attend Professional Development during working hours subject to operational requirements.
- 23.05 No Employee shall lose pay for attendance at Employer- approved training opportunities which take place during the centre's regular business hours.
- 23.06 Each Employee shall notify the Employer once their classification has been granted or renewed by the Department of Education and Early Childhood Development.

- 23.07 The notification referred to under Article 23.06 shall be provided within fifteen (15) days of obtaining classification and before such previous classification expires unless the Employee can demonstrate that the Department of Education and Early Childhood Development has not provided a response to the Employee regarding the status of their classification at that time. Failure to do so may result in suspension without pay, until such time as the Employee can demonstrate that their classification has been granted or renewed.
- 23.08 Employees shall notify the Employer within ten (10) working days if their classification has been cancelled for any reason, including their failure to comply with any professional development requirements under any standards set forth by the Department of Education and Early Childhood Development.
- 23.09 Employees who have not remained in strict compliance with their obligations set forth by the Department of Education and Early Childhood Development may be suspended without pay until such time as they can demonstrate that compliance has been met unless such Employees have received an extension or other applicable directive from the Department of Education and Early Childhood Development.
- 23.10 If a suspension has been issued under Article 23.09 and such suspension continues for longer than a three (3) month period and there is no reasonable accommodation which can be found, the suspended Employee may be terminated for cause.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

- 24.01 The Employer shall pay salaries bi-weekly in accordance with Appendix "A" attached hereto and forming part of this agreement. On each pay day, each Employee shall be provided with an itemized statement of their salary, overtime and other supplementary pay and deductions. Wages are to be paid by bank deposit.
- 24.02 Employees shall receive equal pay for work of equal value which the parties have negotiated such rates of pay as set out in Appendix "A", regardless of gender.
- 24.03 A Full-Time or Part-Time Employee assigned, promoted or reclassified to a higher paying position shall receive the higher rate of pay and benefits for that position for all time spent performing that job.

- 24.04 A Full-Time or Part-Time Employee temporarily assigned to a position paying a lower rate of pay shall not have their rate of pay reduced.
- 24.05 The Employer shall pay a mileage allowance of thirty-seven (\$0.37/km) cents per kilometre for all Employees it requires to use vehicles. This allowance shall include mileage to and from the Employee's residence. In addition the Employer shall pay all parking charges incurred by the Employee as a result of the requirement that the Employee use their vehicle.
- 24.06 The Employer shall reimburse, up to a maximum of four dollars a per hour (\$4.00/hr.), an Employee who is a single parent or whose spouse is unable to attend to the Employee's child(ren), for the cost of receipted substitute care when an Employee works overtime and has not been notified of the requirement to work overtime on the previous working day.
- 24.07 Employees shall receive the following:
- Upon completion of ten (10) years of service, a one-time payment of one thousand (\$1,000.00) dollars.
- Upon completion of fifteen (15) years of service, a one-time payment of one thousand (\$1,000.00) dollars.
- Upon completion of twenty (20) years of service, a one-time payment of one thousand (\$1,000.00) dollars.
- Upon completion of twenty-five (25) years of service, a one-time payment of one thousand (\$1,000.00) dollars.
- Upon completion of thirty (30) years of service and every five (5) years beyond, a one-time payment of one thousand (\$1,000.00) dollars.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

- 25.01 Employer agrees to draw up job descriptions for all Full-Time and Part-Time positions for which the Union is the bargaining agent. These job descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. After objection and failing mutual agreement either party may refer the matter to arbitration pursuant to Article 12.

- 25.02 Full-Time or Part-Time Classification shall not be eliminated, altered or created without the prior agreement of the Union. If the parties cannot agree on the elimination, alteration or creation of a classification within ninety (90) days either party may refer the matter to arbitration pursuant to Article 12.
- 25.03 When a Full-Time or Part-Time job description or classification is altered or created the rate of pay shall be the subject of negotiations between the Employer and the Union. If the parties cannot agree within ninety (90) days either party may refer the matter to arbitration pursuant to Article 12. The rate of pay determined pursuant to this Clause shall become retroactive to the time the new job description or classification took effect, or in the case of the creation of a new position, from the time the position was first filled.

ARTICLE 26 - GROUP INSURED BENEFIT PLAN

- 26.01 The Employer will, subject to plan requirements on eligibility, make the following group insured benefits available to eligible Full-Time and Part-Time Employees: Extended Medical, Dental, Group Life Insurance and Accidental Death and Dismemberment. Eligible Employees are required to participate in the group plans unless exempt by the carrier(s). The Employer shall share the cost of benefits with the Employees in the following manner:

- Dental (50% Employer / 50% Employee)
- Extended Health (75% Employer / 25% Employee)
- Life Insurance shall be paid one-hundred percent (100%) by the Employee
- Accidental Death and Dismemberment shall be paid one-hundred percent (100%) by the Employer
- Long Term Disability shall be paid one hundred percent (100%) by the Employees

The Employer will meet with Unit representative(s) prior to renewal of the contracts to discuss options/changes the Employees may request in the plan(s). The representative from the carrier may be included in such meeting(s). The Employer has sole discretion to select the carriers and contain costs.

- 26.02 During the period of unpaid leave, the Employee who elects to maintain their group insured benefits is responsible to pay 100% of the premium for their group benefit plans, unless otherwise specified in this agreement. Continuation of group insured benefits during the Employee's leave must first be approved by the plan carrier. The Employee shall reimburse the Employer for both the

Employer and the Employee portion of the premiums within thirty (30) days of the date the Employer is required to send payment to the plan provider(s) each month.

26.03 The agreement of the Employer to contribute to the cost of a group insured benefits plan does not mean that the Employer assumes in any way the obligation to directly provide any of the benefits contemplated by this Article. Furthermore, these matters shall not be subject to grievance or arbitration.

26.04 The group insured benefits plans as per 26.01 will commence at the end of the probationary period for all Employees.

ARTICLE 27 - LABOUR/MANAGEMENT COMMITTEE

27.01 There shall be a Labour/Management Committee (L.M.C.) consisting of up to three (3) representatives of Unit 8 and up to three (3) representatives of the Employer, and the CUPE Representative shall have the right to attend. Normally L.M.C. meetings will be held during lunch hour. The parties agree to form the L.M.C. within sixty (60) days of the signing of this agreement.

27.02 The L.M.C. may discuss problems arising from the workplace and broader questions as to the state of child care in the area, provincially and/or federally.

The L.M.C. shall not negotiate, renegotiate, amend or alter any terms of this collective agreement.

27.03 The L.M.C. shall meet at least once per month. No representative of the Unit shall suffer loss of pay or benefits while engaged on L.M.C. business but no overtime pay will be payable to Employees engaged in L.M.C. business.

27.04 The L.M.C. shall operate on consensus and may make non-binding recommendations to the Unit or the Employer.

27.05 By mutual agreement of the parties, and where time permits, the Health and Safety Committee (H.S.C.) work may be conducted at L.M.C. meetings provided the H.S.C. members are present.

27.06 The L.M.C. shall be chaired on a rotating basis. The Unit will appoint the Chairperson for the first three (3) months and the Employer shall appoint the Chairperson for the second three (3) months. Thereafter the Chair will rotate between the Unit representative and the Employer every three months.

- 27.07 Minutes shall be kept of all L.M.C. meetings by a mutually acceptable secretary. The secretary may be chosen from among the members of the L.M.C. or the parties may agree to have a rotating secretary. Minutes shall be circulated to members of the L.M.C. at least one (1) week prior to the next regularly schedule L.M.C. meeting.
- 27.08 Where circumstances warrant, extra L.M.C. meetings may be held by mutual consent.

ARTICLE 28 - HEALTH AND SAFETY

- 28.01 The Union and the Employer shall co-operate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of Employees and which will provide protection from factors adverse to Employee health and safety. Therefore, the parties agree that the Labour/Management Committee (L.M.C.) shall also constitute a Health and Safety Committee (H.S.C.) and H.S.C. business shall be conducted at and be part of L.M.C. meetings. No representative of the Unit shall suffer loss of pay or benefits while engaged on H.S.C. business but Employees shall not receive overtime pay while on H.S.C. business.
- 28.02 The Employer shall provide all Employees working in any unsanitary or potentially hazardous jobs with all the necessary protective equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense.
- 28.03 No Employee shall be discharged, penalized or disciplined for refusing to work on a job or in any work place or under any condition or to operate any equipment where they believes it would be unsafe or unhealthy for themselves, an unborn child, children in care or where it would be contrary to applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or benefits including seniority during the period of refusal. An Employee refusing to work on a job or in any work place or under any condition or to operate any equipment pursuant to this Article shall, as soon as possible, notify their immediate Supervisor. If a dispute arises between the Employer and the Supervisor as to whether an unsafe situation exists either of the parties may request the assistance of the H.S.C. or as many of its members as are reasonably available. If any person or party is not satisfied in this manner that person or party may request the intervention of an officer of the Department of Labour, Occupational Health and Safety Division.

Failing satisfactory resolution at any stage the matter may be referred, by that person or party, to grievance and arbitration in accordance with Article 28.08.

- 28.04 During any inspection a representative of the Union shall have the right to make representations concerning Health and Safety to the inspector and if operational requirements permit, shall be permitted to accompany the inspector on all or part of the inspection. If operational requirements do not allow the Union representative to accompany the inspector or to make representations at the time of the inspection, the Employer shall make arrangements for representations to be made within a reasonable time at a later date.
- 28.05 An Employee who is injured while at work, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave unless a doctor or nurse states that the Employee is fit for further work on that shift. In making such a determination the doctor or nurse shall take account of psychological as well as physiological effects. An Employee who has been so injured and who is unable to schedule subsequent treatment outside of working hours shall receive pay for time spent for further necessary medical treatment of the injury subsequent to the date of the accident. The Employer may require such an Employee to be examined by a physician of the Employer's choice at the Employer's expense and during working hours. If the Employer's physician disagrees with the findings of the Employee's physician the Employee may request an examination by a physician mutually acceptable to the Employee and the Employer, at the Employer's expense and during working hours.
- 28.06 Transportation to a physician or hospital for Employees requiring medical care as a result of an accident arising out of and in the course of employment shall be at the expense of the Employer.
- 28.07 Where the Employer requires physical or psychological examinations of Employees the Employer shall bear all costs.
- 28.08 Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and the grievance may be submitted at Step 3 of the grievance procedure.
- 28.09 The Occupational Health and Safety Act and its Regulations shall constitute a minimum standard of protection for Employees covered by this agreement and shall be incorporated into this agreement, provided that where a higher

standard or increased protection is provided for Employees by this agreement, this agreement shall prevail.

- 28.10 **Respectful Workplace** – The Employer and the Union jointly agree that every Employee in the workplace shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, bullying, harassment, violence, disruptive workplace conflict and disrespectful behaviour. The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize any Employee's dignity, well-being or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Nova Scotia Health and Safety Act. The Union and Employer jointly agree that all persons in the workplace shall abide by the Respectful Workplace Policy (attached as Schedule A).

ARTICLE 29 - JOB SECURITY

- 29.01 In order to provide job security for members of the bargaining unit, the Employer agrees that all work or services performed by Employees in the bargaining unit, or which would be performed by Employees in the bargaining unit but for contracting out, or hiring's as described in Article 3.04, shall not be sub-contracted, transferred, leased, assigned, conveyed or otherwise contracted out, in whole or in part, to any other plant, person, company or non-bargaining unit Employee.

ARTICLE 30 - UNION LABEL

- 30.01 In order that the general public and those who use the facilities shall be aware that the workplace is unionized, the CUPE Union label shall be displayed in a place obvious to those entering the work place near any entrance normally used by those entering the work place. Such label shall not exceed 15 centimetres by 15 centimetres in size.

ARTICLE 31 - GENERAL CONDITIONS

- 31.01 A staff room and secure storage space for personal belongings shall be provided at the work place by the Employer.

- 31.02 The Employer shall provide Bulletin Board space in the staff room for the exclusive use of the Union, which shall be placed so that all Employees will have access to it.
- 31.03 On termination of employment for any reason, at its discretion the Employer may provide a letter of reference upon request. The Employer will provide, upon request, a letter confirming dates of employment, any professional development provided by the University's Children's Centre and job duties of the departed Employee.
- 31.04 The Employer agrees to make reasonable efforts to arrange for free courses at Dalhousie University for all staff.
- 31.05 Any permanent Employee who has a child(ren) or is a guardian of a child(ren) and would like to enroll them in the University Children's Centre, priority is given to children with siblings already attending UCC and children/ward of University Children's Centre (UCC) Employees, and, children of Dalhousie University students, staff and/or faculty. It is the responsibility of the Employee to inform the Director, in accordance with the normal admission requirements of the Centre, that they would like to put their child/ward on the waitlist.
- 31.06 Employees must provide the Employer with three (3) weeks notice of termination of employment.

ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS

- 32.01 All rights, benefits, privileges, practices and working conditions which Employees now enjoy, receive or possess shall continue insofar as they are not inconsistent with or altered by this agreement, unless modified by mutual agreement of the parties.
- 32.02 All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law existing or hereafter enacted, or proclamation or regulation, shall invalidate or disallow any portion of this agreement the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this agreement shall be reopened for negotiations concerning the portion of this agreement invalidated or disallowed.

ARTICLE 33 - COPIES OF AGREEMENT

33.01 The Union and the Employer desire every Employee to be familiar with the provisions of this agreement and their rights and obligations under it. Therefore, the Local shall provide, at its own cost, sufficient copies of the agreement for all Employees within thirty (30) days of signing. The Employer shall provide every new Employee with the same, upon hiring.

The Union agrees to create, subsequent to these negotiations, revised copies of the collective agreement and will provide the Employer with five (5) hard copies plus an electronic copy of the agreement.

ARTICLE 34 - SINGULAR/PLURAL AND GENDER NEUTRAL

34.01 Plural or Feminine Terms May Apply

Whenever the singular, plural, masculine, or feminine is used in this agreement it shall be considered as if the plural, singular, feminine or masculine has been used where the context of the party or parties hereto so require. Where a noun, pronoun or adjective, singular or plural, indicating gender or sex is used, the other gender or sex, including two-spirited, intersexual, transgendered and transsexual persons shall be deemed to be included.

ARTICLE 35 - TERMS OF AGREEMENT AND NOTICE TO BARGAIN

35.01 This agreement shall be binding and remain in effect from January 1, 2023 to March 31, 2026, and shall continue from year to year thereafter unless either party gives to the other party notice in writing between January 1 and March 1 in the final year of the agreement that it wishes to amend the agreement. Provided that if an increase in funding is provided for childcare services generally or to the Employer's business, this agreement shall be re-opened for negotiation of wages and benefits only, at the request of either party.

35.02 Any changes deemed necessary in this agreement may be made by mutual agreement of the parties, in writing, at any time during the existence of this agreement.

35.03 Where notice pursuant to Article 35.01 is given the following conditions shall apply:


- (a) The provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lock-out accrues, whichever occurs first;
- (b) If negotiations extend beyond the termination of the agreement any revision in terms mutually agreed to shall apply retroactively unless otherwise specified. (Except for salary/wages for Employees, all other revisions are effective from the date of signing of the Agreement in 2023-2026 except as otherwise specifically noted).

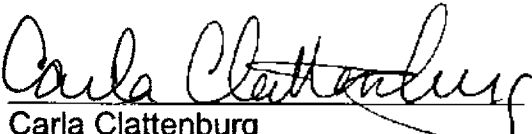
35.04 In the event that the new University Children's Centre is opened within the term of this agreement, the staffing of the new University Children's Centre will be covered under this Collective Agreement. Staffing for the new University Children's Centre will be in accordance with the job posting process in Article 15.

35.05 In the event that there are wage increases for ECE's negotiated in the education sector that apply during the term of this agreement that would result in greater wages than provided for in this Agreement, the same wage increases will be applied to this agreement for all Employees on each April 1 and/or any other day increases are in effect for the other ECE's.


DATED at Halifax, Nova Scotia, this 30th day of October 2023.

Canadian Union of Public Employees,
Local 4745, Unit 8


Nicole Poirier, Vice-President
Bargaining Team Member


Carla Clattenburg
Bargaining Team Member

University Children's Centre Society


Deb Malbeuf
Director


Laura Neals
Dalhousie HR Representative


Lisa Morrison
Dalhousie HR Representative

APPENDIX "A"

Wages and Salary Rates

Effective April 1, 2023

Province of Nova Scotia					
Early Childhood Educator (ECE) Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 yrs+ (Maximum)
Level 1	\$19.67	\$20.26	\$20.87	\$21.50	\$22.13
Level 2 / School Age Approval	\$21.43	\$22.08	\$22.74	\$23.42	\$24.13
Level 3	\$22.32	\$22.99	\$23.68	\$24.39	\$25.12

Province of Nova Scotia					
Inclusion Coordinator/Program Coordinator Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 yrs+ (Maximum)
Level 1	\$21.64	\$22.29	\$22.96	\$23.65	\$24.35
Level 2 / School Age Approval	\$23.59	\$24.29	\$25.02	\$25.77	\$26.54
Level 3	\$24.56	\$25.29	\$26.05	\$26.83	\$27.63
Rates of pay are 10% higher than the corresponding ECE wage scale to recognize the additional responsibilities and role they perform in the centre					

*Level, 1, 2, 3, school age approval, according to the Early Learning and Child Care Act and Regulations

Employees who have graduated as an Advanced Practitioner will be paid a \$1.50 an hour premium on all hours paid.

Effective April 1, 2023

	Step 1 <1 year (with UCC)	Step 2 1-2 years (with UCC)	Step 3 2-3 years (with UCC)	Step 4 3-4 years (with UCC)	Step 5 4+ (with UCC)
Cook	\$19.67	\$20.26	\$20.87	\$21.50	\$22.13
Non- Level ECE Float	\$18.00	\$18.54	\$19.09	\$19.66	\$20.25

Effective March 31, 2024, all above noted wage scale will increase by 0.5%

Wage rates for non-leveled positions will be reviewed in accordance with any change to Provincial Minimum Wage Standard.

SCHEDULE "A"

Respectful Workplace Policy

I. Purpose:

University Children's Centre (UCC) is committed to providing all Employees with a positive, professional and safe working environment. An integral part of making our Employees feel included, respected and valued, is to maintain a respectful and inclusive work place.

II. Policy Statements:

UCC acknowledges the right of every Employee to work in a safe and respectful environment free of all forms of discrimination, violence and harassment, including bullying and sexual harassment.

UCC recognizes that violence, harassment and bullying in the workplace are occupational health and safety hazards that may cause physical and emotional harm and UCC is committed to eliminating the risk of hazards in the workplace.

Engaging in conduct that is contrary to this Policy is strictly prohibited and violations of this Policy may result in discipline up to and including termination of employment. It is the responsibility of all Employees to take action to ensure that violations of this Policy are reported. UCC will ensure that all complaints of such treatment are investigated, on a case by case basis, in a discreet, confidential and expeditious manner.

All Employees are personally accountable and responsible for enforcing this Policy and must make every effort to prevent and eliminate discrimination, violence, harassment and bullying in the workplace (see "Definitions").

Nothing in this Policy limits UCC's right to manage its Employees or direct its workforce and operations. Performance reviews, work assignments and corresponding evaluations as well as discipline for any valid reason do not constitute violations of this Policy.

III. Definitions:

Discrimination occurs where a person is treated differently, either intentionally or unintentionally, based on a protected ground of discrimination, including (but not limited) to: age, race, color, religion, creed, sex, sexual orientation, gender identity, gender expression, physical or mental disability, irrational fear of contracting an illness

or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity.

Harassment includes (but is not limited to) a spectrum of derogatory (e.g., condescending, insulting or belittling) behaviour, vexatious (e.g., aggressive, angry, antagonistic) conduct or comments that are known, or ought reasonably to be known, to be unwelcome, threatening or disturbing. This may include offensive language, gestures, intimidation, bullying, or other inappropriate activities.

Sexual Harassment includes (but is not limited to) unwelcome sexual solicitations or advances as well as expressions of romantic interest which are known, or ought to reasonably be known to be unwelcome. Sexual harassment can be verbal and may include unwanted personal comments, sexual slurs, belittling, suggestive, lewd or abusive remarks, explicit 'jokes' or innuendo, as well as demands for sexual favours.

Bullying includes (but is not limited to) any conduct that intimidates, insults, isolates, humiliates, or threatens another person(s). It may involve repeated incidents, a single serious incident or a pattern of behaviour. Examples of bullying also include spreading malicious gossip or rumours, targeted social isolation, as well as making attacks or derogatory statements based on someone's private life and/or personal traits.

Violence includes (but is not limited to) any act in which a person is abused, threatened, intimidated or assaulted, a threatening statement that gives a person reasonable cause to believe they are at risk of injury or that physical force will be used against them as well as behaviour that would be considered intimidating to a reasonable person to a person of as a physical assault.

Examples of violence in the workplace include (but are not limited to):

- **Threatening behaviour** – such as shaking fists, destroying property, throwing objects, slamming doors or banging walls.
- **Verbal or written threats** – any expression of intent to inflict harm.
- **Verbal abuse** – swearing, insults or condescending language.
- **Physical attacks** – hitting, shoving, pushing or kicking.

Workplace refers to any place occupied by an Employee as part of their employment including (but is not limited to) lunchrooms, training events, conferences, vehicles, business travel, work-related social gatherings, or other locations where an Employee is engaged in activity associated with their employment with UCC.

To be clear, discrimination, harassment, sexual harassment, bullying or violence can occur electronically, online or on social media, as well as by sending communications on mobile devices.

IV. Violence Complaint Procedure – Immediate Action Required:

Should any Employee experience or become aware that an incident of violence is likely to occur, they are required to seek immediate assistance from management at UCC, the police or other appropriate emergency service provider.

V. Informal Complaint Procedure:

Employees who are subject to conduct that could be considered to constitute discrimination, violence, harassment or bullying, or are aware or suspect that another person has been subject to such conduct, may approach the person(s) who have engaged in this conduct, explain to them that the behaviour or conduct is unwelcomed and ask that it stop.

Employees are encouraged to keep a written record of the incident(s). This should include the date, time, place and any other relevant information.

UCC appreciates that a person may not be comfortable approaching the individual(s) who have subjected them to adverse treatment. In those circumstances, Employees should report the conduct to another individual that they feel comfortable with such as their Executive Director, Program Coordinator or Union Representative who will either work with the Employee to reach an informal resolution or, if necessary, assist them in making a formal complaint.

VI. Formal Complaint:

A formal complaint of conduct that contravenes this Policy can be made in writing to the UCC Executive Director. If the complaint pertains to the conduct of the Executive Director, the complaint should be reported to the Chair of the Board of Directors.

The formal complaint should include details about the conduct at issue, the nature of the behaviour, dates, times, and witnesses (if any).

Upon receipt of a formal complaint UCC management will commence an investigation into the alleged incident. The scope of investigation will be determined on a case-by-case basis, but will usually include:

- Interviewing the Employee who has been subject to the alleged conduct that contravenes this Policy;

- Interviewing the person(s) alleged to have acted inappropriately;
- Interviewing witnesses;
- Determining and considering the facts;
- Providing findings and recommending a course of action to all involved; and
- Advising all individuals involved in the investigation, including witnesses, of the obligation to maintain confidentiality.

Following the Investigation, UCC management will advise the person alleged to be subject to treatment that is contrary to this Policy and the person(s) alleged to have acted inappropriately of the results of the investigation in writing. UCC management may share the outcomes of the investigation with relevant parties as required as part of any corrective action or disciplinary process.

All parties have an obligation to cooperate in the investigation process. Information obtained about an incident or complaint, including identifying information about any individuals involved, will not be disclosed unless required for investigating, taking corrective action or is otherwise required by law.

VII. Employee Assistance:

UCC is firmly opposed to any acts of retaliation against any Employee(s) who exercise their rights under this Policy in good faith. Complaints that have been made for frivolous or vindictive reasons are prohibited and may warrant discipline up to and including termination.

Any Employee who has been affected by an incident of discrimination, violence, harassment or bullying is advised and encouraged to consult a health-care provider and/or attend post-incident counselling as they see fit.

MEMORANDUM OF AGREEMENT

BETWEEN:

University Children's Centre
- and -
Canadian Union of Public Employees

Re: Joint Pension/Retirement Review Committee

The Employer agrees to participate in a Joint Pension/Retirement Review Committee initiated by the parties. The parties agree to participate in this Joint Pension/Retirement Review Committee.

The purpose of this Joint Pension/Retirement Review Committee will be to comprehensively discuss all possible options for retirement and pension, including but not limited to the Multi-Sector Pension Plan (other pension plan options will also be discussed), in addition to discussions regarding other possible retirement savings options, including for example Employer contributed RRSPs.

The Committee will allow presentations by representatives on the MSPP as well as any other option the committee will consider.

Further to Article 35.01 of this Agreement, any monies made available to the Centre as a result of The Childcare Pension/Benefits Review being conducted by the Department of Education and Early Childhood Development will be considered to fund a pension plan or other retirement plan option, the Parties can agree upon for the members of Local 4745-08 prior to the end of the Collective Agreement. Should additional funding become available from any funding source, the Employer and Union agree to discuss the terms in order to achieve a suitable outcome regarding the adjustments of salary and/or benefits and/or Pension based on the funding available.

This memorandum is effective the date of signing and is deemed to be a part of the Agreement.

DATED at Halifax, Nova Scotia, this 30 day of October 2023.

Canadian Union of Public Employees,
Local 4745, Unit 8

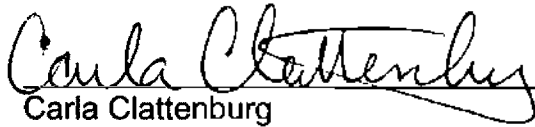


Nicole Poirier, Vice-President
Bargaining Team Member

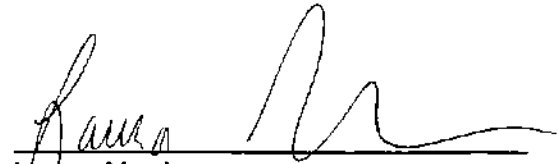
University Children's Centre Society



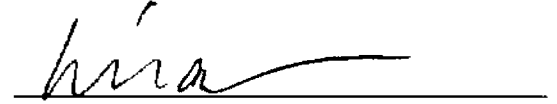
Deb Malbeuf
Director



Carla Clattenburg
Bargaining Team Member



Laura Neals
Dalhousie HR Representative



Lisa Morrison
Dalhousie HR Representative

MEMORANDUM OF AGREEMENT

BETWEEN:

University Children's Centre
- and -
Canadian Union of Public Employees

Re: Merger or Amalgamation

In the event the Employer merges or amalgamates with any other body, the Employer undertakes to recommend that:

- (1) Employees shall be credited with all seniority rights with the new Employer.
- (2) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
- (3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer. Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employees.
- (4) No Employees shall suffer a loss of employment as a result of merger.
- (5) Preference in location of employment in the merged operation shall be on the basis of seniority.

This memorandum is effective the date of signing and is deemed to be a part of the Agreement.

DATED at Halifax, Nova Scotia, this 30th day of October 2023.

Canadian Union of Public Employees,
Local 4745, Unit 8

University Children's Centre Society



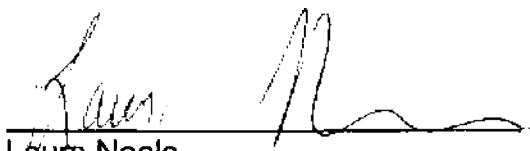
Nicole Poirier, Vice-President
Bargaining Team Member



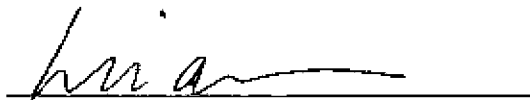
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