



# **COLLECTIVE AGREEMENT**

**between**

**WEE CARE DEVELOPMENTAL CENTRE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 4745**

**January 1, 2023 – March 31, 2026**

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This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2023

between

Wee Care Developmental Centre, hereinafter called “the Employer”,  
Party of the First Part

and

Canadian Union of Public Employees and its Local 4745 Unit 5, hereinafter called “the Union”,  
Party of the Second Part

## **ARTICLE 1 – PREAMBLE**

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

- 1) To maintain a high standard of care for children and to promote their intellectual, physical, and emotional development.
- 2) To maintain and improve harmonious relations.
- 3) To recognize the mutual value of joint discussions and negotiations in matters pertaining to the collective agreement.
- 4) To encourage efficiency in operations.
- 5) To promote the morale, well-being, and security of all Employees in the Bargaining Unit of the Union.
- 6) To continue to provide high quality childcare services into the future, while pursuing the organization’s Mission Statement.

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.

1.03 The Parties to this Agreement recognize that the Employer objectives include service to First Nations, Métis and other ethnic communities and the promotion, preservation, protection and interpretation of their histories, languages, cultures, and artistic heritages using ways of knowing and understanding. Notwithstanding, nothing in this Preamble shall be construed as creating or modifying the legal rights and obligations created herein.

## **ARTICLE 2 – EMPLOYER’S RIGHTS**

2.01 The Employer shall have the right to manage the operation of Wee Care, its Employees, services, and programs. Without limiting the generality of the foregoing, the Employer shall have the right to determine:

- (a) organizational structure.
- (b) complement.
- (c) work methods, policies, and procedures.
- (d) kinds and locations of equipment.
- (e) facilities and buildings.
- (f) hours of work, scheduling, assignment, training, classification, redundancy, and evaluation of Employees.
- (g) hiring, promotion, demotion, lay-off and discharge of Employees.
- (h) discipline.
- (i) job descriptions, qualifications, and requirements for the positions.

2.02 The Employer shall not exercise its rights in a manner inconsistent with the provisions of this Collective Agreement or in an arbitrary manner.

## **ARTICLE 3 - RECOGNITION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 4745 as the sole and exclusive collective bargaining agent for all full time and regular part-time Employees of Wee Care Developmental Centre located at 5217 Young Street, Halifax Regional Municipality, Nova Scotia (the “Centre”) save and except the Executive Director, Assistant Director, Administrative Assistant, Occupational Therapists, Physiotherapists, Music Therapist, Bookkeeper, Temporary, Casual and Grant Employees and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 1 of the Trade Union Act, and hereby agrees to negotiate with the Union, or any of its authorized committees concerning matters addressed by this Agreement, aiming towards a peaceful and amicable settlement.

### 3.02 Work of the Bargaining Unit

Supervisory personnel or Employees whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit except in cases of instruction, training or set up of resources (including demonstrating the proper method to accomplish the task assigned), an emergency, when work is done only on an incidental basis and if the parties mutually agree. This article does not apply to Temporary and Casual Employees.

### 3.03 This collective agreement is fully applicable to all bargaining unit Employees as follows:

- 1) Full-Time Employee is an Employee who has successfully completed the probationary period and who is regularly scheduled to work the hours as set out in Article 19.01.
- 2) Part-time Employee – is an Employee who has successfully completed the probationary period and who is regularly scheduled to work less than the hours as set out in Article 19.01. They are entitled to all the rights and benefits set out in the collective agreement on a pro rata basis. The positions of Resource Teacher and Cook are included as part-time positions.
- 3) Temporary Employee - is an Employee who has been employed by the Employer for more than thirty (30) consecutive days but less than one hundred and twenty (120) consecutive days to relieve for vacation, sickness, or working for any other reason. Such Employee is not included in the collective agreement. A temporary Employee does not include any person hired to fill a full or part-time vacancy or new position.
- 4) Casual Employee – is an Employee who is employed on a “call in basis”. Such Employee is not covered by the collective agreement.
- 5) Term Employee is an Employee who has been employed by the Employer to fill a vacant full time or part-time position on a term basis. They have a specific start and end date of more than one hundred and twenty (120) consecutive days. (Such Employee is covered under this Collective Agreement.)
- 6) Grant Employee is an Employee whose income is specifically funded by an outside source other than Wee Care. Such Employee is not covered by the Collective Agreement.

### 3.04 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

- 3.05 The Employer shall bill the Local for time spent on Union Business during work hours which is not provided for by this Collective Agreement for the Unit Vice-President or designate. The maximum allowed in one calendar year shall be sixteen (16) hours. Time used shall be preapproved by the Executive Director. Time shall not be unreasonably withheld. The Local will remit payment for the invoice within forty-five (45) calendar days.
- 3.06 Employees covered by this Collective Agreement shall not conduct union activities during working hours except where they are covered under this Agreement. The Union will request written consent from the Executive Director prior to any union meeting held at the workplace.

#### **ARTICLE 4 - NO DISCRIMINATION**

##### **4.01 Employer Shall Not Discriminate**

Except as may be permitted by the Nova Scotia Human Rights Act, the Employer agrees that there shall be no discrimination exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, physical or mental ability, sexual orientation, race, creed, colour, national origin, political or religious affiliation, sex, gender, gender identity or marital status, family relationship, place of residence, nor by reason of their membership or activity in the Union.

##### **4.02 Accommodation of Spiritual or Cultural Observances**

The parties agree to make a reasonable effort to accommodate an Employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture.

#### **ARTICLE 5 - UNION MEMBERSHIP**

- 5.01 All Employees of the Employer in the Bargaining Unit, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new Employees in the Bargaining Unit shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

##### **5.02 Union Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer may, at its discretion, allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the Employees lunch period or following the regular working day. The Union must request permission from the Executive Director to hold such a function at least two (2) weeks prior to the intended date, and no such function shall be permitted if it will interfere with the normal operation of the Employer.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

### **6.01 Check-Off Payments**

The Employer shall deduct from every Employee in the Bargaining Unit any dues, initiation fees, or assessments levied, in accordance with the information provided to the Employer by the Union.

### **6.02 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

### **6.03 Deductions shall be made from each payroll of each month and shall be forwarded by the end of each month to the CUPE National Secretary Treasurer, 1375 St. Laurent Blvd, Ottawa, Ontario, K1G-0Z7 accompanied by a list of names, addresses, regular earnings, amount of dues deducted and classifications of Employees from whose wages the deductions have been made. A list will also be given to the Local Treasurer. The Union dues and accompanying lists can be sent electronically through EFT and email.**

### **6.04 Unless an Employee directs in writing to the Employer not to provide the Union with their address, within ninety (90) days of signing this agreement, the Employer endeavors to provide the Union with an updated version of the last known address of each bargaining unit member, within a reasonable amount of time, following the ninety (90) days after the signing of this agreement. The Union will provide the Employer with a form to have the Employee fill out to provide their address to the Union. This form will be part of the orientation process and will be given to the Unit Vice President during the Employee's orientation.**

### **6.05 The Employer shall advise the Unit Vice President of the Union in writing, of all appointments, temporary positions, leave of absences, resignations, retirements, deaths, or other changes of status of its Employees.**

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

### **7.01 New Employees**

The Employer agrees to acquaint new Employees with the fact that a union agreement is in effect and refer them to Article 6.

### **7.02 Copies of Agreement**

On commencing employment, the Executive Director shall introduce the new Employee to their union steward or representative. The steward or representative will provide them with a copy of the collective agreement within the first week of employment.

### 7.03 Interviewing Opportunity

A representative of the Union shall be given an opportunity to meet with each new Employee during a lunch hour during the first month of employment for the purposes of acquainting the new Employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union provided the representative obtains permission of the Supervisor, which permission shall not be unreasonably withheld.

## **ARTICLE 8 - CORRESPONDENCE**

8.01 All correspondence between the Parties, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director, and when necessary, the Chair of the Board of Directors, and the Unit Vice President on site or the CUPE National Representative, where appropriate.

## **ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE**

### 9.01 Establishment of Labour Management Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties.

### 9.02 Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
- 2) Improving and extending services to the public.
- 3) Promoting health and safety.
- 4) Reviewing issues raised with the Committee by the Union and the Employer.
- 5) Attempting to correct conditions causing grievances and misunderstandings, but not grievances themselves.

### 9.03 Meetings of Committee

The Committee shall meet as the need arises at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.



#### 9.04 Chair of the Meeting

An Employer and a Union representative shall be designated as joint chairs and shall alternate in presiding over meetings.

#### 9.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairs as promptly as possible after the close of the meeting. One copy of the Minutes shall be given to the union co-chair and another copy shall be posted on the bulletin board within one (1) week.

#### 9.06 Jurisdiction of Committee

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

### **ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS**

#### 10.01 Representation

The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers.

#### 10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

#### 10.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

#### 10.04 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) must seek the prior approval from the Executive Director to access Wee Care in order to investigate and assist in the settlement of a grievance. Such approval shall not be unreasonably denied.

#### 10.05 Time Off for Meeting

- a) Any representative of the Bargaining Committee of the Union, who is in the employ of the Employer, shall have the right to attend meetings with the Employer held within working hours without loss of remuneration, although the meeting will be set at a time when the Employer can secure a float teacher to cover for that representative without incurring further cost to the Employer.
- b) The Employer shall make available to the Union, on request, information relevant to collective bargaining required by the Union such as job descriptions, a list of positions in the Bargaining Unit, job classifications and wage rates.

#### 10.06 Meeting for the Purpose of Collective Bargaining

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than twenty (20) calendar days after the request has been given, subject to any mutually agreed extension of time.

#### 10.07 Negotiation Pay Provisions

Representatives shall negotiate outside working hours and will not be paid by the Employer for that time.

### **ARTICLE 11 – BOARD OF DIRECTORS**

11.01 The Employer agrees that any recommendations made by the Board of Directors which affect the Employees in this bargaining unit shall be given to the Unit Vice President in time for the notice to be given in 11.02.

#### 11.02 Opportunity to Appear

An elected/appointed representative of the Union or a CUPE National Representative may request an opportunity to appear before the Board of Directors to briefly speak on specific issues from time to time at the beginning of a scheduled Board meeting. Such requests shall not be unreasonably denied provided at least one (1) weeks' notice of the request is given by the Union to the Board.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

- 12.01 (a) The Parties to this Agreement are agreed that it is of the utmost importance to address grievances as quickly as possible. The Parties are encouraged to attempt to address problems without resorting to a formal grievance wherever possible.
- (b) The Parties agree that the grievance procedure will be treated with respect and further agree that all grievances will be dealt with in a fair, reasonable, and expeditious manner.

### **12.02 Definition**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

### **12.03 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The steward shall assist any Employee which the steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

### **12.04 Names of Stewards**

The Union shall notify the Employer in writing of the name of each steward before the Employer shall be required to recognize them.

### **12.05 Grievance Committee**

The steward selected shall constitute the Grievance Committee along with the officers of the Local Union. The Parties agree that not more than two (2) members of the Grievance Committee will meet with the Employer when handling a grievance.

### **12.06 Permission To Leave Work**

The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties 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 duties under this agreement. Therefore, no steward shall leave their work without obtaining the permission of the Executive Director or their replacement in their absence, which permission shall not be unreasonably withheld.

### **12.07 The grievor has the right to attend at each step of the procedure.**

## 12.08 Informal Step

### STEP ONE

- (a) The aggrieved Employee(s) will inform their shop steward or member of their grievance committee of the grievance within seven (7) days of the occurrence or the circumstances giving rise to the grievance.
- (b) If the steward and/or Grievance Committee consider the grievance to be justified, they shall first meet with the Executive Director of the site to discuss the grievance and seek to settle the grievance with the Executive Director of the site.

Attempts at such informal settlement of grievances shall not exceed ten (10) working days. In the event the grievance is not resolved, the remaining steps of the grievance procedure may be invoked.

## 12.09 STEP TWO

Failing settlement at Step 1, the Union may submit the grievance in writing to the Executive Director (or their designate) within ten (10) working days of the conclusion of the informal step. The grievance shall be in writing on a grievance form and shall contain the nature of the grievance and the remedy being sought. A meeting may be held to discuss the grievance within ten (10) working days with the grievor, Executive Director and Shop Steward or designates. The Executive Director or designate shall deliver their response in writing to the Union within ten (10) working days of receiving the grievance.

## 12.10 STEP THREE

Failing settlement at Step 2 the Union may submit the grievance in writing to the chairperson of the Board of Directors within ten (10) working days. A meeting will be held with the grievor, the Board of Directors and the Shop Steward or designate within twenty (20) working days to discuss the grievance and remedy sought. This meeting will be limited to one hour unless extended by mutual agreement. The chairperson of the Board shall deliver their response in writing to the Union within thirty (30) working days of the meeting.

## 12.11 STEP FOUR

Failing satisfactory settlement being reached at Step 3 the Union may decide to refer the grievance to arbitration. The referral will be within twenty (20) working days of the receipt of the decision of the Chairperson of the Board of Directors.

- 12.12 The Shop Stewards/Grievance Committee shall have the assistance of the CUPE representative(s) at any stage of the grievance/arbitration procedure.

#### 12.13 Group Grievance

Where more than one (1) Employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed at Step 2. Such grievance shall then be processed within the grievance procedure framework.

#### 12.14 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union or the Employer has a grievance, Step 1 of this Article may be by-passed.

#### 12.15 Union Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Employer of this agreement in writing at Step 2 of the grievance procedure within seven (7) working days of the circumstances giving rise to the grievance have originated or occurred or ought to have reasonably come to the attention of the Union.

- 12.16 It is understood that the Employer may at any time file a grievance against the Union and request a meeting to discuss any complaint with respect to the conduct of the Union, its officers, or committees arising out of the interpretation, application, administration of alleged violation of the Collective Agreement. If such grievance is not settled to the mutual satisfaction of the conferring Parties, it may be referred to arbitration as set forth in Article 13.

#### 12.17 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 second (2<sup>nd</sup>) step of the grievance procedure for preferred handling.

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

- 12.19 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.

#### 12.20 Replies in Writing

Replies to grievances shall be in writing at all stages beyond step one.

#### 12.21 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

#### 12.22 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

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

### **ARTICLE 13 - ARBITRATION**

13.01 When either Party wishes to submit a grievance to arbitration, it shall inform the other party within twenty (20) working days of the receipt of the written decision at Step 3. Such written notification shall include the name of its appointee to sit as a single Arbitrator.

13.02 If the party receiving the notice fails to respond or if the two Parties fail to agree on a single Arbitrator, either party may then request the Minister of Labour and Advanced Education to appoint one.

13.03 The Parties may agree to use the services of a mediator to try to resolve a grievance. The use of a mediator will not preclude the grievance from going to hearing with an Arbitrator if it remains unresolved.

13.04 Upon advance notice to the Employer, all reasonable arrangements shall be made to permit the conferring Parties and Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

13.05 Each party shall pay one-half (1/2) of the fees and expenses of the sole Arbitrator.

13.06 The decision of the Arbitrator shall be final and binding on both Parties.

13.07 The Arbitrator shall not have the power to alter, amend, modify, change, or make any decisions inconsistent with the provisions of this Collective Agreement but shall have the power to modify or set aside any unjust penalty of discharge, suspension, or discipline imposed by the Employer on an Employee.

13.08 Either party may seek clarification of the Arbitrator decision.

13.09 The Parties shall have the assistance of the Employee(s) involved and any necessary witnesses. The Union will make every reasonable attempt to schedule pre arbitration meetings outside the Employee's regularly scheduled hours. The Union will reimburse the Employer for all hours the Employee was regularly scheduled to work during the Arbitration process which the Employee is unable to attend due to the Arbitration.

## ARTICLE 14 – DISCIPLINE

14.01 The Employer has an obligation to orient new Employees with regards to the workplace policies, procedures, and job descriptions. Subject to the above, an Employee may be terminated at the Employer's discretion during their probationary period. This will be followed up in writing with a copy to the Unit Vice President.

14.02 (a) No Employee who has served their probationary period shall be disciplined, suspended, or have their employment terminated for any reason except just cause.

(b) The Employer shall notify the Employee of their right to request that a steward be present when the Employee receives notice of discipline. Once the Employee requests that the steward be present, the Employer must give up to twenty-four (24) hours for the meeting to be arranged with the steward present.

14.03 (a) The Employer accepts the principles of progressive discipline. Providing that workplace policies, procedures and job descriptions have been brought to the Employee's attention, discipline may include the following:

- (a) a verbal warning.
- (b) a written warning.
- (c) an unpaid or paid suspension.
- (d) discharge.

A copy of any disciplinary action will be given to the Employee and a copy will be placed in their personnel file.

(b) The Employer is required to go through all steps of the disciplinary process unless performance or conduct may be such that warrants the by-pass of one or more of the steps outlined above, at the Employer's discretion. These include but are not limited to:

- a. theft.
- b. falsification of records, including documents related to illness/injury.
- c. disclosure of confidential information.
- d. misuse or abuse of the Employer's property.
- e. bringing illegal drugs to the workplace.
- f. using or being under the influence of illegal drugs or alcohol at the workplace.

- g. suspected abuse of a child, fighting or swearing at the workplace.
  - h. dishonesty and/or a breach of trust.
  - i. the use of a personal cell phone for reasons other than for work purposes while supervising children.
  - j. where an Employee has posted comments on a social media site which amounts to defamation, or disparaging remarks about Wee Care Developmental Centre, its employees, customers, vendors, or competitors.
  - k. purposely or recklessly putting Wee Care Developmental Centre into circumstances of non-compliance with licensing requirements imposed by the Department of Education and Early Childhood Development.
- (c) Repeated reporting late for work may result in disciplinary action.
  - (d) Employees shall be required to work their full schedule, unless otherwise authorized and absenteeism will be dealt with in a disciplinary manner. An Employee who is absent without prior permission or without an excuse acceptable to the Employer will be disciplined by the Employer, up to and including possible termination.
  - (e) An Employee may be disciplined for not reporting a workplace injury.
  - (f) Where an Employee acts in a manner that constitutes a danger to themselves or others the Employer may suspend the Employee with or without pay until the matter is resolved.
- 14.04 When necessary, the Employer may require an Employee to be suspended with or without pay pending an investigation.
- 14.05 In the event that an Employee is disciplined, the Employee will be notified in writing of the grounds of discipline. The Unit Vice President will receive a copy.
- 14.06 An Employee shall have the right to have their steward present at any discussion with supervisory personnel/Board of Directors where the supervisor intends to interview an Employee for disciplinary purposes.
- 14.07 At the request of the Employee, an Elder may be present when dealing with issues affecting Indigenous Employees along with their Union Representative. The Elder must be available to attend within twenty-four (24) hours of being requested and will be present as an observer only.



## **ARTICLE 15 – SENIORITY**

### **15.01 Seniority Defined**

Seniority is defined as the length of service with the Employer.

### **15.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

### **15.03 Probation for Newly Hired Employees**

A newly hired Employee shall be on probation for a period of six (6) months from the date of hire or in the case of part-time Employees until they have worked one thousand and forty (1040) hours. After completion of the probationary period, seniority shall be effective from the original date of employment and the Employee shall gain the rights and benefits provided in this Agreement.

### **15.04 Loss of Seniority**

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An Employee shall only lose their seniority in the event:

- 1) They are discharged for just cause and are not reinstated, or
- 2) They resigned verbally or in writing and does not withdraw the resignation in writing within forty-eight (48) hours, or
- 3) They are absent from work in excess of two (2) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible, or
- 4) They fail to return to work within five (5) working days following the date of expected return from a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address, or
- 5) They are laid off for a period longer than one (1) year save and except Employees who are off on pregnancy and/or parental leave.

## **ARTICLE 16 – TRANSFERS**

### **16.01 Transfers and Seniority Outside Bargaining Unit**

No Employee shall be transferred to a position outside the Bargaining Unit without their consent. If an Employee is transferred to a position outside of the Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the Unit but will not accumulate any further seniority. An Employee shall have the right to return to a position in the Bargaining Unit during their trial period, which shall be a maximum of up to twelve (12) months. Such period may be extended with mutual written consent between the parties. If an Employee returns to the Bargaining Unit, they shall be placed in the position they left or in another position consistent with their seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority but may result in the layoff of an Employee hired to replace them.

## **ARTICLE 17 – PROMOTIONS, STAFF CHANGES**

### **17.01 Job Postings**

- (a) When a vacancy occurs or a new position is created, either inside or outside of the Bargaining Unit, the Employer shall immediately notify the Union in writing, with a copy to the Unit Vice-President, and post notice of the position on the bulletin board for a minimum of one (1) week, so that all members will know about the vacancy or new position. Positions shall be advertised within thirty (30) days of vacancy.
- (b) When a temporary vacancy occurs, part-time qualified Employees will be offered the position for the duration of the vacancy. Should no part-time Employees accept the position then the Employer may use casual or temporary Employees.

### **17.02 Information in Postings**

Such notice shall contain the following information: nature of position, qualifications, required knowledge, education, skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. Wee Care Developmental Centre is strongly committed to employment equity and especially welcomes applications from all qualified candidates, including women, members of visible minorities, Aboriginal persons, members of LBGTQ2 plus, and persons with disabilities.

### **17.03 Role of Seniority in Promotions and Transfers**

Both parties recognize the principle of promotions within the service of the Employer. In making staff changes, transfers, or promotions, appointments shall be made on the basis of qualifications, skill, and the ability of the Employees. Where the qualifications, skill and abilities between competing Employees is relatively equal, the Employee with the greatest seniority will be selected.

If no bargaining unit Employee with the appropriate skills, abilities and qualifications applies for a position within one week of the posting it is at the Employer's sole discretion as to how to fill the position.

#### **17.04 Trial Period**

The successful applicant shall be placed on trial for a period of three months. Conditional on satisfactory service, the Employee shall be declared permanent after the period of three months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage, or salary rate and without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position; wage or salary rate, without loss of seniority and any Employee hired as a result of the re-arrangement may be laid-off.

#### **17.05 Notification to Employee and Union**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board.

### **ARTICLE 18 – LAYOFFS AND RECALLS**

#### **18.01 Definition of Lay-off**

A lay-off shall be defined as a lack of work, reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

18.02 In the event of a layoff, Employees shall be laid off from their positions in the reverse order of their seniority provided the Employees remaining have the qualifications to perform the positions remaining.

18.03 Employees shall be recalled to their positions in the order of their seniority provided they have the qualifications, skills, and abilities to do the open position(s).

#### **18.04 No New Employees**

No new Employees shall be hired until those laid off have been given an opportunity of recall.

#### **18.05 Advance Notice of Layoff**

The Employer shall notify Employees of any plan to lay off an Employee two (2) weeks prior to the effective date of layoff. Any lay off that is unexpectedly required due to exceptional circumstances will be explained to the Employee as soon as possible but may not include two (2) weeks' notice. If the Employer is not able to allow the Employee to work the days of notice provided, he shall be paid for the days for which work was not made available, to a maximum of two (2) weeks' pay.

## 18.06 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance Procedure.

## ARTICLE 19 – HOURS OF WORK

- 19.01 (a) Unless the Employer provides notice otherwise, the regular work week for full-time Employees shall consist of five (5) eight (8) hour shifts from Monday to Friday between the operating hours of 7:00 a.m. and 5:30 p.m. There shall be an early shift, middle shift, and a late shift in each classroom. In addition, unless an exceptional circumstance arises (including vacation, sick, personal day, bereavement leaves), teachers shall attend three (3) events (curriculum night, AGM) and all staff shall attend all twelve (12) lunch time staff meetings. The staff meetings during lunch are paid. Any meeting where there is a training component, time spent on training at the meeting will be used towards the required allotment for the Centre. The schedule of staff meetings will be posted in advance.
- (b) Staff meeting minutes shall be made available in electronic format within seven (7) days of the meeting.
- (c) Typically, parent/teacher meetings and graduation events are held during the day. The Executive Director may use their discretion in changing to one of each yearly to an after work or evening event if required. The after-work event would be unpaid. Three (3) weeks' notice shall be given if an after-work meeting is required.
- (d) Typically, staff meetings are held at lunchtime. The Executive Director may call up to three (3) after-work meetings a year if deemed necessary in exchange for a lunch time meeting. Three (3) weeks' notice will be given if any change is required to attend staff meetings after work hours.
- 19.02 (a) A one (1) hour lunch break period shall be provided to each Employee with pay during the eight (8) hour shift, to be taken at one time between 11:30 a.m. and 2:30 p.m. The Employee acknowledges that from time to time but never more than once per week, the Employer may require the Employee to work part of the lunch period (up to thirty (30) minutes). Employees are permitted to leave the Centre during their lunch hour provided that minimum ratio (provincially regulated) is covered, and they have signed out and provided contact information. Employees understand that the employer may need to call them back in certain circumstances.
- (c) Notwithstanding the above, an Employee may be required to work through lunch to address emergencies which cause ratio to fall below the government regulation.

19.03 (a) Teachers shall receive one half (1/2) hour programming time five (5) days a week, plus one (1) hour of planning time each week. The one (1) hour of paid time for programming / planning once a week is to be taken when coverage in the room is adequate. Programming will not be taken when a co-teacher is on leave. This time may be scheduled by the Employer or left to the Employees discretion. Programming time may be scheduled in the classroom to maintain ratio as required by Department of Education and Early Childhood Development. During the programming time, the Director may designate specific centre programming tasks to teachers bearing in mind the case load of the specific classrooms. Programming Time would consist of working on projects in the following categories:

- Classroom curriculum
- IPP and other reports
- Meetings with external professionals
- Creating resources
- Admissions and JOSHC Committee work
- Meetings with administration or in-house support
- In-house training
- Portfolios and documentation

Providing the teacher has no work neither assigned nor required in any of these areas, they will return to their classroom to work for the remaining scheduled programming time. Abuse of programming time will be subject to progressive discipline up to and including loss of programming time.

(b) When it is known in advance that an Employee shall be off for a period of time (minimum of one (1) week) the Executive Director and the remaining classroom teacher will discuss and the Executive Director will decide if the remaining classroom teacher will continue to have their programming/planning time.

19.04 Staff shall be permitted to switch shifts on the same day as long as the Employer is notified and consents to such change. The Employer will confirm approval of the change in writing to the Employees involved. A one-week schedule will be posted; any changes will be identified as approved.

#### 19.05 Parent/Third Party Meetings

Wherever possible the structure of parent/third party meetings will be such that teaching staff shall meet with participants during regular day care hours if the Employee can arrange coverage through the use of a float teacher. These meetings are separate and apart from the parent meetings referenced in 19.01(c).

19.06 Dates for events in Article 19.01(a) will be known at least four (4) weeks in advance, however, may need to change due to unforeseen circumstances at which time a reasonable notice will be given. If date changes, employees will not be disciplined for

nonattendance provided notification has been given at the time of the change and every reasonable effort has been made to be available to attend.

- 19.07 In the event that no parents show up for the Parent meeting, the staff involved shall have a team meeting during the time assigned for the parent meeting.
- 19.08 The Employer will make every reasonable effort to make sure that all staff have equal opportunity to work on rotating shifts, but the Employer maintains sole discretion on scheduling in order to meet the centre's programming requirements.

## **ARTICLE 20 - OVERTIME**

- 20.01 Employees may be required to work beyond their regular eight (8) hour shift. However, except for parent meetings, graduation, staff meetings and work over lunch referred to in 19.01, all work performed by an Employee in excess of the regular daily shift hours, at the request of the Employer, shall be paid for at the rate of time and one-half (1 ½).
- 20.02 All work performed by an Employee at the request of the Employer on a Saturday shall be paid for at the rate of time and one-half (1 ½).
- 20.03 All work performed by an Employee at the request of the Employer after twelve (12) consecutive hours in a day, or on a Sunday or a holiday shall be paid for at the rate of double time.
- 20.04 A part time Employee working in excess of forty (40) hours per week shall be paid at the rate of time and one-half.
- 20.05 Call Back Pay Guarantee

An Employee who is called back to the workplace to work outside their scheduled working hours shall be paid for a minimum of three (3) hours at their regular rate of pay.

- 20.06 Instead of cash payment for overtime, an Employee may choose to bank the approved overtime at a rate of one and a half (1 ½) time. The overtime bank cannot be greater than sixteen (16) hours at any one time. Any overtime left in someone's bank at the end of the calendar year will not be carried over to the following year. Overtime will be taken at a mutually agreeable time. Employees shall be paid any increase in wage on their regular pay for the period of time off is taken. Any overtime not taken during the year will be paid out on the last payroll of the calendar year.
- 20.07 The Employer will work with the Employees to maintain ratio at the end of the day. If there is no mutual agreement, the Employer will decide who is required to stay in their own classroom to maintain ratios both in the situation of the 4:30 shift and the 5:30 shift, as required. The Employer will not decide in an unreasonable, arbitrary, or discriminatory manner.

## **ARTICLE 21 – HOLIDAYS**

### **21.01 The Employer recognizes the following as paid holidays:**

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

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal government.

### **21.02 Part-Time Employees and Holidays**

Part-time Employees shall qualify for holiday pay if they have worked on the last regular scheduled work day preceding the holiday and their regular scheduled work day immediately following the holiday at a rate that is equal to the average hours worked during those two (2) days. The Employer shall not alter the Employees schedule in order to avoid Holiday Pay.

A Part-time Employee required to work on a holiday as listed above shall be paid at the rate of time and one-half (1 ½) for all hours worked.

### **21.03 Compensation for Holidays Falling on Saturday**

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of the agreement.

### **21.04 Compensation for Holidays Falling on Sunday**

When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement, provided the Department of Education and Early Childhood Development will compensate the Employer for such holiday.

### **21.05 Pay for Regularly Scheduled Work on a Holiday**

An Employee who is not required to work on the above holidays shall receive holiday pay equal to one (1) days' pay. An Employee who is required to work shall be paid at the rate of time and one-half, plus another day off with pay, in lieu of holiday pay, at a time designated by the Employee.

21.06 The Centre shall close at 1:00 p.m. on Christmas Eve. No Employee shall lose any pay or benefits as a result of such closure.

21.07 The Centre shall close at 3:00 p.m. on December 31. No Employee shall lose any pay or benefits as a result of such closure.

**21.08 Accommodation of Spiritual or Cultural Observances**

At the discretion of the Executive Director, the Parties agree to make reasonable effort to accommodate an Employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture. This does not change the total vacation allowance.

**ARTICLE 22 – VACATION**

22.01 Vacation year shall be from January 1 - December 31.

22.02 a) All vacation must be taken in the year in which it is earned with the exception of Article 22.04 and new Employees if their probation period extends to the next vacation year. Employees cannot use vacation during their probationary period except where preapproved by Executive Director.

b) Each year, all Employees who have completed their probationary period will be given the ability to borrow up to five (5) of their annual vacation days before they are earned at any time during the year.

22.03 Full-time Employees shall receive annual vacation with pay in accordance with their years of employment as follows: (Employees vacation entitlements increase on the first of January after they complete their full year of employment).

(a) After employment and for the remainder of the calendar year, 0.833 vacation days for each month worked in the vacation year. Note: In the first partial vacation year Employees can only take what is earned after probation is complete. If the probation period extends to the next vacation year, then vacation earned in the partial year shall be carried forward. In all other cases, no carry forward of balances will be permitted with the exception of Article 22.04.

For the first full vacation year, two (2) weeks, ten (10) working days, paid vacation, earned monthly at a rate of 0.833 days per month.

(b) During the second and up to and including the fifth full vacation year, three (3) weeks, fifteen (15) working days, paid vacation, earned monthly at a rate of 1.25 days per month.

(c) During the sixth (6<sup>th</sup>) full vacation year, sixteen (16) working days of paid vacation, earned monthly at a rate of 1.33 days per month.



- (d) During the seventh (7<sup>th</sup>) full vacation year, seventeen (17) working days of paid vacation, earned monthly at a rate of 1.42 days per month.
- (e) During the eighth (8<sup>th</sup>) full vacation year, eighteen (18) working days of paid vacation, earned monthly at a rate of 1.5 days per month.
- (f) During the ninth (9<sup>th</sup>) full vacation year, nineteen (19) working days of paid vacation, earned monthly at a rate of 1.53 days per month.
- (g) During the tenth (10<sup>th</sup>), eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) full vacation year, twenty (20) working days of paid vacation, earned monthly at a rate of 1.67 days per month.
- (h) During the thirteenth (13<sup>th</sup>) full vacation year, twenty-one (21) working days of paid vacation, earned monthly at a rate of 1.75 days per month.
- (i) During the fourteenth (14<sup>th</sup>) and fifteenth (15<sup>th</sup>) full vacation years, twenty-two (22) working days of paid vacation, earned monthly at a rate of 1.83 days per month.
- (j) Employees with more than fifteen (15) full vacation years earn 2.08 vacation days per month worked in the vacation year.

22.04 Employees shall be given to the 31<sup>st</sup> of January to take their vacation from the previous year.

22.05 Vacation must be authorized by the Employer, at its discretion, but will include the following considerations:

- a) in any classroom, only one (1) Employee at a time shall be allowed vacation.
- b) in the Centre only three (3) staff will be off on vacation at any one time.
- c) requests for vacation will take preference over request for leave of absence.

22.06 Compensation for Holidays Falling within Vacation Schedule

If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed by the Employee and the Executive Director.

22.07 Vacation Pay

Vacation pay for each week of vacation shall be at the rate of the Employee's regular weekly pay.

#### 22.08 Vacation Pay on Termination

An Employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages for the amount of vacation that would be actually earned to the Employee at that time in lieu of such vacation, prior to termination. An Employee terminating their employment at any time during their vacation year shall reimburse the Employer from any outstanding wages or otherwise for any vacation days used, but not yet earned.

#### 22.09 Approved Leave of Absence during Vacation

Where an Employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at a mutually agreed time within the vacation year. Any request for such sick leave shall be supported by a certificate from a medical practitioner, if requested by the Employer.

#### 22.10 Preference in Vacation

Vacations shall be granted first on the basis of seniority.

#### 22.11 Vacation Schedules

Vacation schedules for June to September shall be approved and posted by April 1<sup>st</sup> of each year. Vacation schedules for October and November will be approved and posted by September 1<sup>st</sup>. Christmas vacation shall be approved and posted by October 1<sup>st</sup> of each year. Scheduled vacation shall not be changed unless mutually agreed upon by the Employee and the Employer.

All vacation requests must be submitted to the Employer for approval with at least ten (10) business days' notice. Short notice requests for vacation which are those less than ten (10) business days' notice shall be given due consideration and shall not be unreasonably denied as long as quality day care is maintained.

#### 22.12 Unbroken Vacation Period

An Employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee and the Employer.

#### 22.13 Overtime Vacation Rate

Should an Employee return to work when requested during their scheduled vacation they shall be paid at the regular rate of pay and will take vacation at a mutually agreed time.

## **ARTICLE 23 SICK LEAVE PROVISIONS**

### **23.01 Sick Leave Defined**

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease (if pregnant or have an immune deficiency disorder) or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the Worker's Compensation Act.

23.02 Full time Employees will accumulate sick leave credits at the rate of one (1) day per month for each calendar month the Employee receives pay to a maximum of twenty-five (25) days. Once the Employee reaches the maximum of twenty-five (25) days they will not accumulate any further sick leave credits until they have used a sick day. Credits are earned at the end of each month the Employee receives pay.

23.03 Part-time Employees shall accrue sick time as per Article 23.02 on a pro-rata basis dependant on the number of hours worked.

### **23.04 Illness in the Family**

Where no one other than the Employee can provide for the needs during an illness of a family member that resides in the Employee's home, or their parents or siblings, an Employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) accumulated sick leave days per year for this purpose. The Employee will be required to produce a certificate from a medical practitioner for that sick member of the family if required by the Employer in order to be paid for the days off.

### **23.05 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a shift shall be calculated at half a shift. Absence for half a shift or more shall be deducted as one shift.

### **23.06 Proof of Illness**

An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days or when otherwise requested by the Employer certifying that they were unable to carry out their duties due to illness. The Employer may also require that the Employee attend a medical examination arranged by the Employer in order to determine whether an Employee is fit to work.

**23.07 Sick Leave during Leave of Absence and Layoff**

When an Employee is given leave of absence for any reason or is laid off on account of lack of work, he shall not receive sick leave credits for the period of such absence but shall retain their accumulative credit, if any, existing at the time of such leave of absence or layoff for the remainder of the year in question.

**23.08** In January, the Employer shall notify the Employee of the amount of their accrued sick leave, if any.

**23.09** New Employees are eligible to take up to three (3) paid sick days during their probationary period as they are earned.

**23.10** Where an Employee does not have any accumulated sick days available, the Employee will be required to use their vacation or personal day before taking an unpaid day for the absence(s).

**23.11 Group Benefit Plan Continuation Sick Leave**

While an Employee is on paid sick-leave per Article 23, the Employer and Employee shall each continue to pay their respective portion of premium costs for maintaining such coverage for which the Employee is eligible until such time as their paid sick benefits per Article 23.02 are exhausted. Thereafter, the Employee shall pay one hundred (100%) percent of the premium costs while on unpaid leave. It is the Employee's responsibility to ensure the Employer is reimbursed for their medical premiums and if payments are in arrears greater than two (2) months, benefits will be terminated.

**ARTICLE 24 - LEAVE OF ABSENCE**

**24.01 Leave of Absence for Union Functions**

Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay but without loss of benefits. Leave of absence without pay but without loss of benefits shall be allowed for Employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Leave of absences in this section shall be to a maximum of the allowable leave time in article 24.17(a) regarding a General Leave.

**24.02 Bereavement Leave**

- (a) If a death in the immediate family of an employee occurs when the employee is at work, or scheduled to go to work, then the employee shall be granted bereavement leave with pay for the remainder of the employee's shift for that day and shall be granted up to five (5) working days leave of absence (number of days is at the discretion of the Employer) effective midnight following the death without loss of

pay or benefits. Any additional day's leave of absence shall be agreed upon by the Employer and taken as vacation days or leave without pay.

- (b) An Employee, who is on any extended leave of absence or otherwise not actively working or scheduled to work (for example, Pregnancy/Parental leave, a long-term education leave, extended sick leave) shall not be eligible for bereavement leave with pay, should a death in the immediate family occur while they are off work on the unpaid leave.
- (c) For the purposes of ascertaining bereavement leave with pay, the members of an Employee's immediate family shall include father, mother, sister, brother, husband, wife, son, daughter, mother-in-law, and father-in-law, step-parents, step-children, grandparents, grandchildren, step grandparents, step grandchildren, a foster child or parent and any person for whom the Employee is a legal guardian.
- (d) One (1) day bereavement leave without loss of pay or benefits shall be granted in the event of the death of an aunt, uncle, brother-in-law, sister-in-law and grand parent-in-law.
- (e) One (1) day bereavement leave without loss of pay or benefits shall be granted to the child's designated Primary Teacher in the event of the death of a child of the day care.
- (f) For the purpose of this article, spouse shall include legal marriage partner or common-law spouse, including a same sex partner.
- (g) If a death occurs as per Article 24.02 (c) outside the Maritime Provinces two (2) days with pay for travel will be given.
- (h) In respect to applications for leave made pursuant to this Article, the Employer may request a copy of documentation to show relationship with the deceased i.e., an obituary or service bulletin if there is reason to suspect fraudulent use of leave.
- (i) Employees may request to have one (1) or more days of bereavement leave held for the burial, celebration of life or other cultural practices associated with the bereavement at a later date. The total days of bereavement leave does not change.

#### 24.03 Pregnancy/Birth Leave

- (a) A pregnant Employee is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to seventy-eight (78) weeks.
- (b) An Employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.

- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.

#### 24.04 Pregnancy Leave Notice

- (a) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date the Employee intends to begin pregnancy leave and at least four (4) weeks notice of the date the Employee intends to return to work from pregnancy leave. Such notice and start date of the leave may be amended:
  - (i) by changing the date in the notice to an earlier date for medical reasons as verified by the Employee's attending physician. In such cases the Employee will provide as much advance notice of the revised start date of the leave as is possible; or,
  - (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or,
  - (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (b) Where notice as required under Article 24.04 is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of the Employee's leave or return to work.
- (c) The Employer shall not terminate the employment of an Employee because of the Employee's pregnancy.

#### 24.05 Pregnancy Leave - Employer Requirement

The Employer may require an Employee to commence a leave of absence without pay where the Employee's position cannot be reasonably performed by a pregnant woman, or the performance of the Employee's work is materially affected by the pregnancy. Such action shall not be taken until the Employee has been advised of the Employer's concerns

and is provided with the opportunity to furnish medical evidence establishing the Employee's ability to work.

#### 24.06 Pregnancy Sick Leave

Leave for illness of an Employee arising out of or associated with an Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 24, may be granted sick leave in accordance with the provisions of Article 23.

#### 24.07 Supplementary Pregnancy Leave Benefits

The Employer will provide Supplementary Pregnancy Leave Benefits to those Employees that qualify for Employment Insurance pregnancy leave benefits for all live births and adoptions as follows:

- a) The Employer will supplement pregnancy leave benefits for all permanent full time Employees, including the Executive Director.
- b) The supplement will be calculated as six (6%) percent of regular salary for each full year of employment up to a maximum of five (5) years. Thus, an Employee in her fourth (4<sup>th</sup>) year of employment would receive a supplement of twenty-four (24%) percent of salary, which would supplement the funds provided by Employment Insurance.
- c) The supplement will be paid for the seventeen (17) week pregnancy leave.
- d) Although Employees may take parental leave. Any pay during this time would be solely from Employment Insurance, the Employer will not provide a supplement beyond the seventeen (17) weeks of pregnancy leave.
- e) An Employee receiving the supplement must continue as an Employee of the Centre for a minimum of six (6) months after their maternity leave. If the Employee does not return for this period, all funds paid as supplementary benefits will be immediately due and payable by the Employee as a debt to the Employer. If a full time Employee returns to a part-time position they must agree to continue as an Employee for a minimum of eight (8) months. An Employee must sign an agreement with the Employer in this regard before receiving the supplement.
- f) The supplement benefits may only be granted once to each Employee.
- g) The Employee is required to submit proof of receipt of Employment Insurance Benefits prior to receipt of the supplementary benefits.

- h) The Employee is responsible for obtaining approval of the supplementary benefits arrangement from the government if necessary and is responsible for any Employment Insurance overpayment if caused by the supplement.

#### 24.08 Parental and Adoption Leave

Parental and Adoption Leave shall refer to the following leaves which include female biological parents, male biological parents, male adoptive parents, and female adoptive parents:

- (a) The parental leave of an Employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the Employee's home during pregnancy/birth leave:
  - (i) shall begin immediately upon completion of the pregnancy/birth leave and without the Employee's returning to work; and
  - (ii) shall end not later than seventy-eight (78) weeks after the parental leave began as determined by the Employee. In no case shall the combined pregnancy/birth and parental/adoption leaves to which an Employee is entitled exceed a maximum of seventy-eight (78) weeks.
- (b) The parental leave for an Employee who becomes a parent of one (1) or more children through the birth of the child or children, other than a parent for whom provision is made in 24.08 (a):
  - (i) shall begin on such date coinciding with or after the birth of the child as the Employee determines.
  - (ii) shall end not later than seventy-eight (78) weeks after the child or children first arrive in the Employee's home.
- (c) An Employee who becomes a parent of one (1) or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children is entitled to a leave of absence of up to seventy-eight (78) weeks. This leave:
  - (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home.
  - (ii) shall end not later than seventy-eight (78) weeks after the leave began.

#### 24.09 Pregnancy/Birth and Parental and Adoption Leave Deferral

If an Employee is entitled to pregnancy/birth or parental, or adoption leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1)



week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.

#### 24.10 Return to Work

- (a) An Employee on pregnancy/birth or parental, or adoption leave must provide a minimum of four (4) weeks' notice of their intended date to return to work, or such shorter period of notice as mutually agreed between the Employer and the Employee. When a permanent Employee reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the Employee shall resume work in the position held by the Employee immediately before the leave began or where that position is eliminated in a comparable position within the site. An Employee shall be entitled to the appropriate increment level and benefits, with no loss of benefits accrued to the commencement of the leave.
- (b) An Employee returning to work after a pregnancy/parental leave shall have priority on the waiting list for their child in their age grouping(s) they require provided four (4) months' notice is given regarding the start date.

#### 24.11 Service and Seniority Continuation

While on pregnancy/birth or parental, or adoption leave, a permanent Employee shall continue to accrue and accumulate service and seniority credits at the same rate as before the leave for the duration of the leave and the Employee's service and seniority shall be deemed to be continuous.

#### 24.12 Group Benefit Plan Continuation

While an Employee is on pregnancy/birth or parental, or adoption-leave, the Employer shall permit the Employee to continue participation in eligible benefit plans. The Employer and Employee shall each continue to pay their respective portion of premium costs for maintaining such coverage for which the Employee is eligible during the first seventeen (17) weeks of leave. Thereafter, the Employee shall pay one hundred (100%) percent of the premium costs while on leave.

- 24.13 (a) An Employee who has been employed by the Employer for a period of at least six (6) months is entitled to an unpaid leave of absence (unless a paid leave is specifically allowed for in this Collective Agreement or in the Code) as per the Nova Scotia Labour Standards Code or the Collective Agreement whichever is greater. Leave would include but not be limited to Compassionate Care, Domestic Violence, etc.
- (b) An Employee who intends to take this leave shall advise the Employer as soon as possible. The Employer shall grant to the Employee the option of maintaining a benefit plan in which the Employee participated before the beginning of the leave

(subject to the eligibility requirements of the plan/s). The Employer shall notify the Employee in writing of the option and the date beyond which the option may no longer be exercised at least ten (10) days before the last day on which the option could be exercised to avoid an interruption in benefits. Where the Employee opts in writing to maintain the benefit plan, the Employee shall enter into an arrangement with the Employer to pay the cost required to maintain the benefit plan, including the Employer's share thereof, and the Employer shall process the documentation and payments as arranged. It is the Employee's responsibility to ensure the Employer is reimbursed for their medical premiums if the Employee chose to maintain the benefit plan. If payments are in arrears greater than two (2) months, benefits will be terminated.

#### 24.14 Family Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

<u>Reason</u>	<u>Leave of Absence</u>
Marriage of Employee's child	The day of the wedding
Serious fire or flood in Employee's home	One working day
Employee's marriage	One working day
Graduation of Employee or child [high school and/or post-secondary]	Day of graduation
Moving day	One working day during the life of this agreement
Canadian Citizenship	One working day

#### 24.15 Jury Leave

The Employer shall grant unpaid leave of absence without loss of seniority or benefits to an Employee who serves as a juror in any court. The Employer and Employee shall each continue to pay their respective portion of the premium costs for maintaining the benefits. It is the Employee's responsibility to ensure the Employer is reimbursed for their medical premiums and if payments are in arrears greater than two (2) months, benefits will be terminated. Employees will present proof of service for the Jury Duty.

#### 24.16 Education Leave

A full time Employee shall be entitled to a one (1) day leave of absence with pay and without loss of seniority and benefits upon written request to write examinations to up-grade their employment qualifications.

#### 24.17 General Leave

- (a) An Employee may be granted a general leave without pay at the sole discretion of the Employer upon written request by the Employee to a maximum of five (5) days in any calendar year.

- (b) An additional leave of absence may be approved by the Board of Directors upon written request by the Employee to pursue Early Childhood Education courses. The leave will not be unreasonably withheld and will be subject to operational requirements.

#### 24.18 Personal Day Leave

Employees will accumulate Personal Days to use for paid days off at a rate of one half (0.5) days per month from January to December each year, to a maximum of six (6) days per year. Personal Days do not roll over from year to year and may only be used as they are accrued. Only one Employee may use Personal Days on any given day, they cannot be used consecutively by the same Employee and the use of Personal Days is always subject to operational requirements such as, but not limited to, maintaining appropriate ratios. Personal Days may be used at any time throughout the year, but Employees must make a request for the use of a Personal Day to the Executive Director at least twenty-four (24) hours in advance. Subject to operational requirements and the Employer's discretion, rules around Personal Days may change to allow more staff to be off at one time during the period from November 15 to January 15. If an Employee is unable to receive their personal day in December due to operational requirements it shall be rolled over to the following month to allow for a maximum of one (1) personal day to be used by January 31<sup>st</sup>. Employees will not be permitted to use a Personal Leave Day on the days of the Christmas Party or Graduation.

- 24.19 (a) At the discretion of the Executive Director, the Employer may allow an Employee to combine their personal days with their vacation days during the period of November 15<sup>th</sup> to January 31<sup>st</sup>.
  - (b) If an Employee has an appointment with a professional scheduled for their personal day, they will not be required to come in. This will not be used in determining any future time off requested.
  - (c) Employees will receive one half (0.5) personal day for each month of the year to a maximum of six (6) days to be used in full day increments unless permission is granted by the Executive Director.
  - (d) Employees have to the 31<sup>st</sup> of January to use their personal day from the previous year.
- 24.20 For an Employee appointed or elected to a full-time position with a First Nation or other Indigenous organization, the Employee will be granted a one (1) year leave of absence without pay or benefits which will be for the period of the term. Any subsequent extensions requested by the Employee to the initial one (1) year term shall be at the discretion of the Employer.
- 24.21 At the discretion of the Executive Director, the Employer will make reasonable accommodation possible when an Employee has a family emergency during the workday. The Employee will be granted time from sick, vacation or personal or overtime bank.

## **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

### **25.01 Pay Days**

- (a) The Employer shall pay salaries and wages Bi-Weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.
- (b) The Employer shall deposit the Employee's net pay into an account at a financial institution of the Employee's choice by noon on the Thursday of the pay week.

### **25.02 Equal Pay for Equal Work**

Employees shall receive equal pay for equal work, regardless of gender or gender expression.

### **25.03 Pay on Temporary Transfers, Higher Rated Job**

When an Employee temporarily relieves in or performs the principle duties of a higher paying position for more than three (3) consecutive days, they shall receive the rate for the job. For the teacher position, the available rate shall be that of a teacher without training. Where the higher position is outside the Bargaining Unit, they shall receive the rate of pay of the position filled. The Employee shall be deemed to be covered by this collective agreement during the period of temporary transfer.

### **25.04 Pay on Transfer, Lower Rated Job**

When an Employee is assigned to a position paying a lower rate, their rate shall not be reduced.

### **25.05 Employees and/or the Employer must notify the other of their intent to terminate their employment relationship in writing as per labour standards.**

### **25.06 Employees are required to submit all time including any approved overtime and leave on their timesheets for processing through payroll.**

### **25.07 If the Employer closes the Centre, Employees will continue to be paid with no reduction in their regularly scheduled hours for that time, provided they were scheduled to work during the day(s) of the closure.**

## **ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **26.01 Job Descriptions**

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent.

26.02 The Employer shall give each of the Employees an Evaluation every two (2) years on their work performance.

26.03 No Elimination of Present Classification without Notice

Existing classifications shall not be eliminated or changed without prior notification to the Union.

## **ARTICLE 27 – EMPLOYEE BENEFITS**

27.01 The Employer agrees to continue Health, Dental, Group Life and Long-Term Disability coverage. The Employer shall pay for health, dental, Long-Term Disability and Group Life premiums at a fifty-fifty (50/50) cost sharing basis with the Employees. The insurance provider used, and particular policy is at the Employer's discretion as long as it does not have less benefits as the one at signing of this collective agreement unless mutually agreed upon with the Union.

27.02 Worker's Compensation

All Employees shall be covered by the Worker's Compensation Act.

27.03 Professional Insurance

The Employer will continue to maintain the liability insurance on its Employees which was in effect the day of signing.

27.04 The benefits referred to in 27.01 will commence at the end of the probationary period for all Employees.

## **ARTICLE 28 - SAFETY AND HEALTH**

28.01 Health and Safety Committee

The Health and Safety Committee shall hold meetings as requested by the Union or the Employer to deal with unsafe, hazardous, or dangerous or potentially dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and Union.

28.02 Cooperation on Health and Safety

The Union and the Employer shall cooperate to promote health and safety.

### 28.03 Health and Safety Clothing and Equipment

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.

### 28.04 Right to Refuse and No Disciplinary Action

The parties agree that the terms of the Nova Scotia Occupational Health and Safety Act apply, including the sections providing an Employee's right to refuse unsafe work and the Employee's protection from being discharged, penalized, or disciplined for refusing unsafe work.

### 28.05 Right to Monitor and Inspect

A Union representative from the day care shall have the right to participate in the monitoring of the workplace for potential health and safety problems and to accompany government inspectors on inspection tours.

### 28.06 Investigating of Accidents

The Health and Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and the Employer as soon as possible the nature and cause of the accident or injury.

### 28.07 Respectful Workplaces

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

The parties are committed to a workplace free from the following by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients, or the public:

- 1) discrimination contrary to the law or to this agreement.
- 2) harassment or bullying.
- 3) violence, disruptive workplace conflict and disrespectful behaviour which would jeopardize any other person's dignity, wellbeing or undermine work relationships.

Workplace harassment does not include the reasonable exercise of management rights, such as the performance management or attendance management of an employee by their supervisor or manager.

- 28.08 (a) Centre closures due to inclement weather will be at the discretion of the Executive Director. It is an automatic closure if Metro Transit buses are not running due to weather.
- (b) During inclement weather or emergencies an Employee may request to take time from their vacation if they feel it is unsafe for them to go to work or remain at work and the Employer chooses not to close the Centre.
- 28.09 The Employer recognizes that workplace violence is an occupational health and safety issue, and that the Employer will take appropriate actions to prevent violence where possible and reduce the harm caused by violence that is not able to be prevented.
- 28.10 The Employer will implement a training program for staff on violence prevention in the workplace including recognition of warning signs/triggers for violence; work techniques to identify and de-escalate situations with the potential of violence; how to get help in the event of violence and how to exit an unsafe situation. Training will be provided prior to any work in an area where there is a risk of violence.

## **ARTICLE 29 - MEDICAL PROCEDURES**

### **29.01 Medical Procedures**

Employees requested to perform medical/health procedures shall be given child-specific training by appropriate professional health personnel. A record of such training shall be maintained by the Employee and the Employer. There shall be on-going re-evaluation of the training, and there shall be updates to the training as required by the Employer. Where practical there shall be a trained alternate.

#### **(i) Medication**

Employees shall be responsible for the administration of medications to children only under the following conditions:

- (a) The parent has requested the Day Care's assistance in writing and signed a release concerning administration of the medication by the Employee.
- (b) The Employee has been trained in the administration of the medication and possible side effects.
- (c) The medication is stored in a locked storage place.
- (d) The medication is supplied in its original container or package and clearly labelled and dated.
- (e) Records are kept detailing the administration of the medication.

- (f) Where life-saving medications are administered there shall be two (2) people (two Employees or one Employee and one management) sign off on the administration of medication/procedure.

#### 29.02 Communication

- (a) Prior to the arrival of a student that requires special attention, the classroom staff shall be notified and the protocols for the child will be shared with the child's classroom teacher prior to the child's first day. Information will be shared to the best of the Employer's knowledge at the time of entry. Adjustments may be required to the protocols as the student adjusts.
- (b) Any updates to a child's medical condition/protocols or change in equipment shall be fully explained to all necessary staff prior to the child's return or arrival to the classroom. This update is to be given at a time when the Employees are not monitoring any children. The Employee may be required to attend such training during their lunch hour.

### ARTICLE 30 - GENERAL CONDITIONS

#### 30.01 Staff Room and Lockers

A lunch room and lockers shall be provided at the workplace by the Employer.

#### 30.02 Bulletin Boards

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

#### 30.03 Personnel File

- (a) Employees shall be able to review their personnel file upon request to the Employer, to be arranged at a time convenient to both parties. The Employee may request a copy of any document contained in their personnel file. The Employer will consider any such reasonable request.
- (b) The Employee may respond to any document in their file. Their response will stay on their file as long as the corresponding document is on their file. This does not negate the progressive discipline process.
- (c) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.



- (d) Notice of a disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after the specific time frame has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. The specific time frame for verbal and written reprimands or any adverse reports is twenty-four (24) months and four (4) years for suspensions.

#### 30.04 Meals

Meals may be provided to Employees at the Employer's discretion.

#### 30.05 Communication

Prior to the arrival of a student that requires special attention, the classroom staff shall be notified and the protocols for the child will be shared with the child's classroom teacher prior to the child's first day. Information will be shared to the best of the Employer's knowledge at the time of entry. Adjustments may be required to the protocols as the student adjusts.

### **ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS**

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

### **ARTICLE 32 - GENERAL**

#### 32.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine, or feminine is used in the agreement it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require. 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.

- 32.02 Any reference to the Executive Director herein includes their designate. Any reference to the Union Vice President herein includes their designate.

- 32.03 (a) The Employer and the Union agree to make reasonable efforts, as contexts permit, to protect the privacy and safety of trans workers at all times, and during an accommodated transition.
- (b) Any medical leaves of absence for transitioning Employees; will be provided as provided for under the Collective Agreement.

- (c) Upon notification by an Employee wishing to transition or in need of a gender support plan, or at the request of the Union, subject to the provisions contained herein, the Employer will cooperate with the Union and the Employee to tailor a transition or support plan to the Employee's particular needs.
- (d) The Employer will update names and will reflect the name changes through any schedules posted, uses of a person's name or email address used or any other documentation.

### **ARTICLE 33 – NO STRIKE OR LOCKOUT**

33.01 During the life of this agreement, there shall be no strikes of any kind, slowdowns, or work stoppages, and neither shall the Employer cause lockouts.

### **ARTICLE 34 – TRAINING**

#### **34.01 (a) Training Courses**

To maintain their classification all Employees shall complete the training/professional development as required by the Department of Education and the Early Years. Such training shall be paid for by the Employer.

Each Employee is required to complete a minimum of ten (10) and up to a maximum of eighteen (18) hours of training and development each year. Qualifying training and development shall be from, but not limited to, the following: IWK, in-house, community partners of Wee Care, Community Colleges, Universities as well as from on line sources.

All staff will complete ten (10) hours of PD hours yearly. In addition, staff may be required to do additional training to meet the unique circumstances of individual children or the Centre. This may include, but is not limited to seizure protocols, g/j tube feeding, oxygen management, trach care, PRT Training, and augmentative communication technology/strategies or violence prevention workshops. The Executive Director shall manage the need for such training on a "case by case" basis. Every reasonable effort will be made for such training to be completed during work hours. Certificates will be provided for all training.

- (b) Employees who work at Wee Care who have worked a partial year at a different child care centre and have completed hours of Professional Development will have those hours counted towards their required training, provided Wee Care would accept such training and proof is provided. The number of hours required as per 34.01 will be prorated for Employees who start throughout the year.

34.02 The Employer shall bulletin any training courses or professional development opportunities for which the Employees may be interested or selected. The bulletin for any internal training shall contain the following information:

- Type of course (subjects' material to be covered)
- Time, duration, location of course
- Basic minimum qualifications required

This bulletin should be posted for a minimum of two (2) weeks on a bulletin board located in an area accessible to all bargaining unit Employees to afford all interested Employees an opportunity to apply for such training.

Each Employee will be given equal opportunity to go to training opportunities throughout the year.

34.03 No Employee shall lose pay for attendance at any training opportunity which takes place during the Centre's regular business hours.

34.04 Each Employee shall notify the Employer once their classification has been granted or renewed by the Department of Education and Early Childhood Development.

34.05 The notification referred to under Article 34.04 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.

34.06 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.

34.07 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.

34.08 If a suspension has been issued under Article 34.07 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.

34.09 It is the responsibility of the Employee to ensure the following are valid at all times during Employment and to provide to the Employer within ten (10) working days of receipt of confirmation. Failure to do so may result in suspension under Article 34.07.

- First Aid recertification
- Vulnerable Sector Check
- Child Abuse Registry Check

## **ARTICLE 35 – TERM OF AGREEMENT**

### **35.01 Duration**

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 that it desires amendments. However, except for the aspects of wages which shall be retroactive as per Schedule “A”, this Agreement shall only become effective once it has been executed by both parties.

### **35.02 Changes in Agreement**

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

### **35.03 Notice of Changes**

Either party shall provide notice in writing to bargain during the three (3) months period preceding the date of its expiry of its wish to commence bargaining.


35.04 If the Government announces funding amounts in excess of what they currently fund for Early Childhood Educators throughout the life of this agreement for wages or for premiums or benefits, the Employer will implement the increases as soon as reasonably possible.

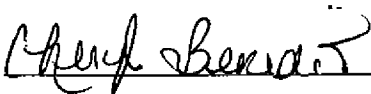
Dated at Halifax, this 14 day of December, 2023.

On behalf of:

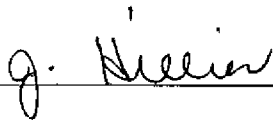
**Wee Care Developmental Centre**

**Canadian Union of Public Employees,  
Local 4745**





Eileen McEwen, Board Chair



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dac:cope491

## SCHEDULE "A"

### SCHEDULE A – WAGE SCALES

**Table 1: Wee Care's Wage Scale - Employees Not on the Department Wage Scales:**

Level	Current (Jan 2023)	Effective Jan 2023	April 2023	Oct 2023
Min Wage	\$13.60	\$13.60	\$14.50	\$15.00
No Training	\$13.85	\$14.60	\$15.50	\$16.00
Entry	\$13.85	\$14.85	\$15.75	\$16.25
Cook	\$14.21	\$17.75	\$17.75	\$17.75

**Table 2: Employees on ECE Wage Scale – 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 years+ (Maximum)
Level 1	\$19.67	\$20.26	\$20.87	\$21.49	\$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

**Table 3: Employees on Resource & Pedological Leader Wage Scale – Effective April 1, 2023:**

Province of Nova Scotia					
Resource and Pedological Leader 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 years+ (Maximum)
Level 1	\$21.64	\$22.29	\$22.96	\$23.65	\$24.35
Level 2 /School Age Approval	\$23.50	\$24.29	\$25.02	\$25.77	\$26.54
Level 3	\$24.56	\$25.29	\$26.05	\$26.83	\$27.63
Rates of pay are ten percent (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*

All current employees will receive a signing bonus of two thousand (\$2,000) dollars upon ratification of this agreement. The signing bonus will be paid within sixty (60) days from the date the contract is signed.

**Notes:**

- (a) Entry level employees will always be paid twenty-five cents (\$0.25) more than No Training employees.
- (b) At no time will any employee be paid less, per hour, than one dollar (\$1.00) over the NS minimum wage rate.
- (c) Retro will be paid to current employees only.
- (d) Wee Care will pay qualified employees according to the Department's ECE (**Table 2**) and Resource & Pedological Leader Wage Scales (**Table 3**). If the Department provides economic increases to the wages on these scales, Wee Care will implement the wage increases, to the affected employees, as per the Department's instructions.

- (e) Wee Care's Wage Scale (**Table 1**) will be adjusted to provide economic increases at the same rate and date, as determined by the Department, as the ECE and Resource & Pedological Leader Wage Scales.
- (f) If the Department provides specific premiums to certain employees on the applicable wage scales, Wee Care will implement such premiums, as instructed by the Department.
- (g) If the Department provides specific pension or benefits to certain employees on the applicable wage scales, Wee Care will implement such pensions or benefits, as instructed by the Department.



## MEMORANDUM OF AGREEMENT

Between

**Canadian Union of Public Employees, Local 4745-05**

And

**Wee Care Developmental Centre**

### **Respectful Workplace**

In reference to Article 28.07, Respectful Workplace, the parties agree to establish a committee in order for the Employer to consult on its draft policy.

The Parties further agree to establish a committee under the auspices of the Joint Occupational Health and Safety Committee, for the purposes of input on its draft of policies and procedures on a respectful workplace/violence in the workplace. This committee shall begin meeting within one hundred and ninety (190) days of signing this Collective Agreement. The Employer agrees that best efforts will be made to ensure that policies and procedures will be put in place within eighteen (18) months of signing agreement.

The Policies and Procedures shall include the following:

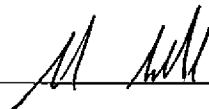
- (i) Developing respectful workplace and violence prevention policies.
- (ii) Developing measures and procedures to prevent violence to staff.
- (iii) Developing and implementing violence training programs.
- (iv) Implementation of a debriefing period.

Dated at Halifax, this 14 day of December, 2023.

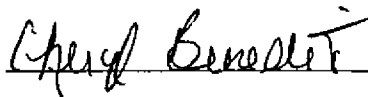
On behalf of:

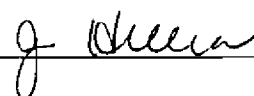
**Wee Care Developmental Centre**

**Canadian Union of Public Employees,  
Local 4745**

  
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Eileen McEwen, Board Chair

  
\_\_\_\_\_

  
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## **JOB DESCRIPTIONS**

### **Early Childhood Educator/Teacher – Job Description**

Teaching staff at Wee Care are responsible for the daily care, instruction, and supervision of a group of children six (6) months to six (6) years of age under the supervision of the executive director. The teaching staff is responsible for the daily planning, implementation, and evaluation of the program.

#### ***Qualifications***

Teachers employed at Wee Care should have a strong educational background in early childhood education, successful work experience in an early childhood setting, experience with children with special needs, appropriate communication skills, the ability to design and implement relevant programs and activities, a willingness to adhere to the Centre's stated philosophy, and a demonstrated commitment to professional development.

Typically, the successful applicant will have a recognized university degree in Early Childhood Education or equivalent, and related work experience. Other acceptable qualifications are outlined in the Teaching Staff Salary Policy included elsewhere in this manual. Successful applicants may be required to complete additional courses if they do not meet all the established minimum qualifications. Wee Care's selection committee reserves the right to choose an applicant who meets all or most of the above-mentioned criteria. The selection committee will use both the interview and outside references in choosing the most appropriate applicant.

#### ***Required Attributes and Skills***

- An up-to-date infant/child first aid/CPR qualification screening through the Child Abuse Registry.
- Good physical strength.
- Tolerance and perseverance in dealing with the problems of children.
- A ready ability to warmly relate easily to the children.
- Ability to work closely and in harmony with supervisors and peers.
- Judgment and initiative in the early identification of program deficiencies.
- An ability to evaluate own performance and take the necessary corrective measures to fulfill their objectives.
- Strong sense of responsibility and dependability.
- Ability to handle praise or criticism and adaptability to change.
- Comfortable working with individual or groups of children.
- Caring and respectful attitude toward all persons.
- Demonstrates good judgment.
- Demonstrates flexibility and adaptability.
- Demonstrates strong sense of ethics when dealing with children, parents, students and fellow staff, other professionals and all persons related to the Centre.

Teachers are expected to perform appropriate activities and tasks in the following areas:

- Program and Program Management.
- Health and Safety.
- Guidance and Behaviour Management.
- Professionalism.
- Communication.
- Student Supervision.
- Individual Educational Plan (I.E.P.) and Individual Care Plan (I.C.P.).

***Program Responsibilities:***

- Welcomes the family and integrates each child into the group upon arrival.
- Plans for and implements daily a balance of active/quiet, indoor/outdoor, free/structured. Individual and group activities that will encourage physical, social, intellectual, emotional, and sensory development at the appropriate level for each child.
- In rotation with other staff member, planning and implementing weekly circle theme and related activities in which all the children can participate.
- Organizes and implements a variety of optional activities for various sized groups of children encompassing sensory stimulation, creative art, music and movement, science exploration, sensory integration, and field trips in the community.
- Plans and implements techniques and activities which stimulate children's curiosity, inventiveness, problem solving and communication skills.
- Organizes space, equipment, and materials prior to activities.
- Guides demonstrates and encourages children's activities throughout the day.
- Provides daily for each child's need for privacy and solitary plan.
- Assists children in expressing themselves by listening and responding with questions, comments, or clarification.
- Continually provides experiences which teach good health practices: physical, mental, dental, and nutritional.
- Plans and provides experiences which broaden the child's sense of community to enhance learning opportunities.
- Plans and provides daily activities which facilitate an understanding of other people's cultures and value systems.
- Encourages and assists children daily to practice self-help skills.
- Continually encourages parent involvement in the ongoing activities of the centre.
- Praises and encourages each child's efforts daily by displaying work and providing meaningful commentary.
- Ensures all areas of the Centre are properly supervised.

### ***Program Management:***

- Plans and implements daily an effective program, incorporating such areas as routine and transition times.
- Plans and implements Individual Education Plans for a specified number of children (teacher's group usually consists of 4 – 6 children).
- Notifies director/supervisor of program's needs.
- Continually participates as a member of a team with colleagues and families in the Centre.
- Ongoing reporting of any information that is relevant to the child's program development.

### ***Health and Safety Responsibilities:***

- Has an initial medical examination and submits a medical form to the director indicating that health is suitable for employment and free of communicable diseases.
- Keeps both the inside and the outdoor play area free of debris and structural hazards and keeps the equipment in non-hazardous condition.
- Maintains a clean and healthy environment for children and adults by performing light housekeeping duties, simple repairs and kitchen chores as required.
- Implements monthly practice procedure for fire and other emergencies. (See Fire Drill Procedures).
- Assists in keeping readily accessible and current list of phone numbers for contacting parents and emergency services.
- Monitors and replenishes first aid supplies when used.
- Records accidents and injuries to director.
- Keeps updated on which children have allergies and other conditions which require special care.
- Thorough familiarity and all safety rules and health practices regarding the centre and the children.
- Encourages child behaviour and children's activities which are consistent with common safety practices.
- Stops and/or redirects unsafe child behaviour or children's activities.
- Stores dangerous or poisonous materials properly.
- Prevents hazardous conditions or dangerous situations.
- Maintains own classroom as a safe and healthy environment, including cleaning toys and shelves and tidying area, disinfecting any solid areas in classroom immediately and having tissues and soap available.
- Establishes daily snack/mealtime routine that makes eating pleasant for each child.
- Provides clean serving and eating areas for children.
- Keeps environment free of garbage.
- Assists with light housekeeping chores as required.
- Checks children or symptoms of common childhood conditions and illnesses.
- Recognizes unusual behaviour or symptoms of children who are not feeling well, and informs parents, staff, and the executive director. This may include monitoring of seizures or detection of drug side effects.

- Isolates immediately the child with symptoms of illness and gives adequate supervision of the child.
- Within the constraints of the facilities, provides adequate climatic conditions.
- Reports incidents of suspected abuse upon discovery as per centre and government policy (protocol attached).
- Attends to children's physical needs, such as diapering, toileting, eating and napping.
- Releases children only to authorized individuals.

***Guidance and Behaviour Management:***

- Sets realistic behaviour expectations for each child.
- Immediately addresses problem behaviour without labeling the child.
- Provides positive guidance methods, such as positive reinforcements, redirection, and positive language, and uses each appropriately on a daily basis.
- follows Behaviour Management Policy guidelines established by their centre.
- Has a signed copy of Centre Behaviour Management Policy on personnel file and is signed each year on anniversary date of employment.
- Staff members are encouraged to eat the meals provided at the Centre with the children, to model appropriate eating behaviour and promote healthy eating practices.

***Professionalism:***

- Follows the philosophy of their program and can describe its goals and objectives to others.
- Attends regular staff meetings for the purpose of program discussion, preplanning, staff communication and relations, individual child development assessment and general business.
- Keeps all information pertaining to children, families, staff, and the executive director confidential.
- Demonstrates behavioural change as a result of constructive criticism and suggestions.
- Dresses suitably for the work day.

***Communication:***

- Establishes and maintains open lines of communication with parents of children at the Centre as well as the executive director, fellow staff members and any professionals involved with the child.
- Discusses progress with parents on an informal ongoing basis.
- Consults with executive director, parents, and other staff regarding referral for professional assessment.
- While working with children, staff will use suitable, age-appropriate language.

### ***Student Teacher Supervision:***

- Assist, advise and evaluate practicum students.
- Provide verbal and written feedback to the student.
- Be aware and follow the guidelines for cooperating teachers as set by the particular training program.
- Ensure that the rights of the children at the Centre are protected.
- Provide information on centre policies, particular needs of each child, and daily operation of the Centre.

### **Individual Education Plan**

It is the responsibility of each teacher to develop an Individual Educational Plan (I.E.P.) for a group of four to six (4–6) children who are in their primary care. This I.E.P. consists of progress notes, goals and objectives encompassing all aspects of the children's development.

The primary areas of development covered are fine motor, sensory-motor, gross motor, cognitive, communicative, self help and social/emotional. These goals are established by the teacher and the child's parents and include input from other professionals who are involved in a child's care and development.

The I.E.P. is written in report from every six (6) months and summarizes the progress by the child in the last six (6) months. It also serves to amalgamate the child's total program at Wee Care and at other centre's (i.e., the I.W.K./Grace Health Centre) into a cohesive unit. Further, it provides an opportunity to document any concerns or recommendations that have arisen.

Following the first report, a case conference is held. At this conference, all involved professionals and the child's parents meet to discuss the report and update the focus of the child's program.

Each teacher assumes the following responsibilities in terms of the Individual Educational Plan:

- Planning and implementing the I.E.P. for each child in their assigned group in consultation with the child's parents, other staff, and other involved professionals.
- Utilizing assessment tools to supplement observation of the child and input from parents, other staff, and other involved professionals to create a comprehensive I.E.P.
- Writing and typing the I.E.P. report.
- Informing director of appropriate professionals who are to be invited to case conference.
- Attending and chairing the case conference meeting and taking notes as necessary.
- Revising the I.E.P. following the meeting as necessary.
- Performing ongoing revision of the I.E.P. as necessary (revisions to be briefly noted and placed in the child's file, with a copy given to the child's parents).
- Maintaining ongoing consultation with child's parents, other staff, and other professionals concerning the child's program.
- Informing other staff members of content of I.E.P. and any changes that may occur during the course of the year.

- Being knowledgeable about the content of all the children's I.E.P. through discussion of the children's programs at staff meetings or through ongoing communication between staff members.
- Asking for clarification or information about matters relating to a child's I.E.P. or to their daily activities.
- Performing ongoing evaluation of a child's status at the centre.
- Where applicable, obtaining and maintaining a document of competency to provide for procedures in children's Individual Care Plans.
- Attending children's appointments with specialists as possible and in cases where such attendance is of assistance in planning and implementing the I.E.P.

### **Individual Care Plan**

The Individual Care Plan (I.C.P.) is a written contract between Wee Care and the child's parents which details the care that the child requires and the care that the centre is able to offer. The plan will be established when the child is admitted to the centre and will be monitored and revised if deemed appropriate by the Admissions Committee. Staff input in regard to this plan may be requested. The contract I.C.P. applies to any child admitted into the program in a special needs space.

The Admissions Committee has determined the following staff responsibilities with regard to the I.C.P. of any child:

- Demonstrating competency by successfully completing the entire I.C.P. procedure(s) with the specific child under appropriate medical/professional personnel supervision.
- Considering oneself capable of competently performing I.C.P. skills and documenting in writing such competency and a willingness to perform the I.C.P.
- Recognizing unusual reactions/symptoms and taking appropriate action as directed by the I.C.P.
- Recording (in child's file) and reporting unusual reactions/symptoms to parent(s)/guardian, appropriate medical/professional personnel, and executive director of Wee Care.
- Undergoing monitoring by appropriate medical/professional personnel with frequency indicated by the appropriate medical/professional personnel or executive director of Wee Care.
- Notifying the executive director of Wee Care of any concerns with respect to one's perception of competency and/or willingness to continue performing procedures outlined on child's I.C.P.

## **Program Assistant – Job Description**

As a Wee Care employee, the Program Assistant must also meet all the criteria required of other staff members, including:

- An up-to-date Infant/Child first Aid/CPR qualification, screening through the Child Abuse Registry, completed Police Check.
- Any training/qualifications deemed necessary by the administration to effectively carry out this position (i.e., sign language qualification, PECS training, instruction in using assistive devices, etc.).
- Completed or ongoing training in Early Childhood Education or equivalent experience or education deemed sufficient by the Administration.

*The Program Assistant's role is to:*

- Keep the child and their peers safe at all times.
- Give extra attention to the child's emotional needs (i.e., provide encouragement, comfort, support, praise, consistency, sensory input, when necessary, etc.).
- Meet with professionals (i.e., Speech, OT, Physio, APSEA, psychologists, psychiatrists, family doctors, etc.) and implement their program suggestions.
- Support the child within their group as they go to each learning area.
- Report all information/concerns about the child to the Executive Director/Assistant Director.
- Plan and implement specific goals as per the child's IPP.
- Act as a member of Wee Care's whole teaching team and exchange/share information with group teachers.
- Respect each teacher's learning area and assist in maintaining it while on site.
- Put all of the children's (i.e., not just the supported child) needs first in times of emergency (i.e., may sometimes need to help a hurt child or may be required to assist with group management).
- Record daily information about the child.
- Maintain a professional manner when representing the Centre.
- Adhere to the values of Wee Care.

In situations in which there are two (2) or more children funded for individual support, the support teachers may work with any or all these funded children, but always on an individual basis.

These positions depend totally on funding support through the Department of Education and Early Childhood Development based on the needs of the child.



## **Cook – Job Description**

The Wee Care Cook works under the supervision of the Executive Director of the Centre. They are responsible for planning the daily menus in consultation with a nutritionist, preparation of nutritious meals and snacks for a group of children.

The cook is also responsible for the ordering and purchasing of groceries and cleaning supplies, responsible for the day-to-day cleanliness of the kitchen and pantry including the stove, freezers, and fridges, and any other light housekeeping duties as deemed necessary from time to time.

### ***Minimum Qualifications:***

- Demonstrated proficiency in the planning and preparation of nutritious meals and snacks.

### ***Required Attributes and Skills:***

- A thorough familiarity with the elements of nutrition.
- Tolerance in dealing with the problems of children.
- A ready ability to warmly relate to the children and our families.
- Ability to work closely and in harmony with supervisor(s) and peers.
- Good physical health.
- An up-to-date Infant/Child first Aid/CPR, qualification screening through the Child Abuse Registry, copy of policy check done in the last three (3) months.

### ***Specific Duties:***

- Planning and preparing nutritious meals and snacks for children between the ages of SIX (6) months and six (6) years. Menus are on a four-week rotating basis and are reviewed yearly by the Department of Health and Nutrition Services.
- Purchasing of groceries from planned menus and cleaning supplies within the allocated budget.
- Washing of all children's dishes and utensils, etc. and maintaining the kitchen in a sanitary and orderly condition.
- Contact with staff/families concerning the nutritional needs of the child, special feeding requirement, allergies etc.
- Inventory of food and kitchen supplies.
- Assisting the Executive Director as required e.g., answering telephone and recording messages.
- Serving as Wee Care's Health & Safety Officer.

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