

COLLECTIVE AGREEMENT
BETWEEN
THE BRIDGEWATER PASTORAL CHARGE
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3688

(Expires March 31, 2027)

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ARTICLE 1 - PREAMBLE

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

- 1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operations.
- 4) Both Parties to this Agreement also recognize that the principal service to the Bridgewater Day Care Centre of Bridgewater United Church is the provision of the highest quality of care, in accord with economic means available, for the children and the development of their intellectual, physical, and emotional capacities.

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the exclusive right of the Employer to:

- a) maintain order, discipline, and efficiency.
- b) hire, discharge, direct, classify, transfer, promote, demote, and suspend Employees for just cause.
- c) generally to manage and operate the Day Care Centre in all respects in accordance with its obligations without restricting the generality of the foregoing the right to plan, direct and control the work of Employees, to set and change work schedules, to allocate the work and number of Employees required from time to time, including the use of temporary, casual student and trainee Employees to perform work in emergency situations which are normally done by bargaining unit members;
- d) expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service, determine the assignment of work and the size and composition of the work force.

- 2.02 The Employer agrees that in the exercise of its management rights, as aforesaid, it shall be bound by the terms and provisions of this Agreement and exercised in a manner which is not unreasonable, discriminatory, arbitrary, or inconstant.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3688 as the sole and exclusive bargaining agent for all of its full-time and regular part-time Employees, but excluding the Executive Director, Assistant Director, Bookkeeper/Clerk Typist, and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the Trade Union Act.
- 3.02 **Work of the Bargaining Unit** - Supervisory personnel or other Employees outside of the bargaining unit shall not work on jobs included in the bargaining unit except for the purpose of instruction. This article does not apply to substitutes, the Assistant Director and from time to time the Executive Director.
- 3.03 **A full-time Resource Specialist** is regularly scheduled to work on a full-time basis and normally works thirty-seven and one-half (37 1/2) hours per week and has completed the probationary period.
- 3.04 **A full-time teaching Employee** is regularly scheduled to work on a full-time basis and normally works thirty-seven and one-half (37 1/2) hours per week and has completed the probationary period.
- 3.05 **A full-time cook** is regularly scheduled to work on a full-time basis and normally works thirty-seven and one-half (37 1/2) hours per week and has completed the probationary period.
- 3.06 A substitute is a casual Employee who relieves other Employees for periods of time, involving vacation, illness, or other reason. This Employee is not covered by the collective agreement.
- 3.07 A regular part-time Employee is employed on a continuous basis but works less than the schedule of a full-time Employee.
- 3.08 A term Employee is one who is hired for a specific period of time not to exceed nineteen (19) calendar months. A term Employee shall be paid the rate of pay for their classification. During the period of employment, the term Employee shall enjoy the full benefits of the collective agreement. At the end of the term, any seniority and accumulated benefits shall be banked for future use up to twelve (12) months from the end of the term.

- 3.09 Union means C.U.P.E. Local 3688.
- 3.10 Employee means a member of C.U.P.E. Local 3688.
- 3.11 Untrained staff hired to fill any position must complete the Nova Scotia Early Childhood Education orientation program within six (6) months of hire. Once completed they must provide the Executive Director with the documentation of completion. Failure to comply with completion of this program within the allotted timeframe (unless extenuating circumstances, known prior to the completion of the timeframe) will result in the Employee being terminated for just cause, and the position will be reposted.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT

- 4.01 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 shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty days of employment.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 The Employer shall deduct from every Union Employee any dues, initiation fees or assessments uniformly levied against all members in accordance with the information provided to the Employer by the Union.
- 5.02 Deductions under Article 5.01 shall be made from the bi-weekly payroll. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Boulevard, Ottawa, Ontario K1G 0Z7, no later than the 15th day of the month following the one in which they were deducted. Accompanied by a list of the names of Employees from whose wages the deductions have been made.
- 5.03 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.
- 5.04 The Union shall indemnify the Employer and save it harmless from any or all claims, demands, actions, or causes of action, which may arise either from deduction of dues as foresaid or any action taken against an Employee at the request of the Union.
- 5.05 The Employer and the Union may choose to get set up for electronic payment of Union dues to be paid monthly. Information on the members would be forwarded electronically as well through email.

ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 6.01 **New Employees** - The Employer agrees to acquaint new Employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- 6.02 **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.
- 6.03 **New Employee Interview** - The Representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee. The Union designated Employee will first obtain permission from the Employer for a mutually convenient time during the regular workday. Such permission shall not be unreasonably withheld. This meeting will be scheduled by a representative of the Union. No additional cost to the Employer will be incurred.

ARTICLE 7 - CORRESPONDENCE

- 7.01 All correspondence between the Parties, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director and the Secretary of the Union or designates and the CUPE Representative when necessary.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

- 8.01 **Establishment of Committee** - A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both Parties in the interests of improved service to the public, and job security for the Employees.
- 8.02 **Functioning 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 services to the public.
 - 3) Promoting safety and sanitary practices.

- 4) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
 - 5) Correcting conditions causing grievances and misunderstandings.
- 8.03 **Meetings of Committee** - The Committee shall meet as the need arises, but normally not more than quarterly, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting in advance of the meeting which normally shall not last more than one (1) hour. Employees shall not suffer any loss of pay for time spent with this Committee.
- 8.04 **Chairpersons of the Meeting** - An Employer and a Union representative shall be designated as joint chairperson and shall alternate in presiding over meetings.
- 8.05 **Minutes of Meeting** - A secretary shall be appointed at each meeting to take minutes. Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within one week following the meeting.
- 8.06 **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 its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

- 9.01 **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.
- 9.02 **Union Bargaining Committee** - A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

- 9.03 **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.
- 9.04 **Representative of Canadian Union** - 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.
- 9.05 **Meeting of Committee** - 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 thirty (30) calendar days after the request has been given unless mutually agreed.
- 9.06 Any representative of the Bargaining Committee of the Union shall have the right to attend meetings between the Union and the Employer held during working hours without loss of remuneration.
- 9.07 The Employer shall make available to the Union on request information required such as job descriptions, policies and/or rules and regulations, benefit plans.

ARTICLE 10 - RULES AND REGULATIONS OF THE DAY CARE COMMITTEE OF THE BRIDGEWATER PASTORAL CHURCH

- 10.01 The Employer agrees that any rules and regulations adopted by the Day Care Committee of the Bridgewater United Church which affect the Employees within the bargaining unit are to be forwarded to the Union.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 **Definition of Grievance** - A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the collective agreement.
- 11.02 **Representative of the Canadian Union of Public Employees** – The Shop Stewards/Grievance Committee shall have the assistance of the CUPE representative(s) at any stage of the grievance/arbitration procedure. The CUPE representative may be in attendance at any meeting throughout the grievance/arbitration process.

11.03 **Settling Grievances**

Step 1: Informal

An Employee who believes they have a complaint, or a difference shall first discuss the complaint or difference with the Executive Director within five full working days of first becoming aware of the complaint or difference. If the complaint or difference is not satisfactorily resolved by the Executive Director within five working days of the discussion, then the Employee may proceed to Step 2. A Union representative may accompany the Employee to speak with the Executive Director.

Step 2: Formal

- a) If the complaint or difference is not resolved informally, the Employee will speak to their Steward/Grievance Committee member within five (5) working days of the informal decision. If the Steward/Grievance Committee, consider the complaint/difference a grievance they will submit a written grievance to the Executive Director for resolve.
- b) The Executive Director, Union Representative and Grievor (if they choose to attend) shall meet to discuss the particulars of the grievance within five (5) working days of submitting the grievance unless mutually agreed otherwise.
- c) The Executive Director will respond to the grievance in writing within ten (10) working days.

Step 3: Failing satisfactory settlement within ten working days after decision from the Executive Director, the Steward can submit to the Bridgewater United Church's Day Care Committee a written statement of the particulars of the grievance and the redress sought. A meeting will be set up to hear the particulars of the grievance within ten (10) working days unless mutually agreed otherwise. The Bridgewater United Church's Day Care Committee shall render its decision within thirty working days after meeting.

Step 4: Failing satisfactory settlement being reached in Step 3, the dispute may be referred to arbitration. Should either the Union or the Employer wish to refer a matter to arbitration, a registered letter, outlining intentions, shall be sent to the other party within twenty (20) full working days of receipt of the Bridgewater United Church's Day Care Committee's written response. If no such written request is received within the time limits, the grievance shall be deemed to have been abandoned, unless time limits are extended by mutual agreement.

- 11.04 The Employer and the Union are bound by the terms of the Nova Scotia Occupational Health and Safety Act.
- 11.05 **Replies in Writing** - Replies to grievances shall be in writing at all stages except Step I.
- 11.06 **Facilities for Grievances** - The Employer shall supply the necessary facilities for the grievance meetings with the Employer.
- 11.07 **Mutually Agreed Changes** - Any mutually agreed changes to this collective agreement shall be put in written form and shall form part of this collective agreement and are subject to the grievance and arbitration procedure.
- 11.08 Timelines for each step in the grievance procedure may be extended in writing by mutual agreement.
- 11.09 The Grievor has the right to attend meetings at each step of the grievance procedure.
- 11.10 Traditional Dispute Resolution
On a purely voluntary basis, individual Grievors, who self-identify as having Indigenous descent, may choose to pursue grievances, following the Step 2 phase specified in Article 11.03 by utilizing the Traditional Dispute Resolution model attached as Schedule "B" to the Agreement. It is understood that if the grievance is not resolved through the Traditional Dispute Resolution process, it may be carried through the remainder of the normal Grievance Procedure and the time limits contained therein shall only apply upon the completion of the Traditional Dispute Resolution process/meeting. It is further understood that all grievance settlements achieved through the Traditional Dispute Resolution process will be without prejudice or precedent and shall not be relied upon in any proceeding as evidence of the proper interpretation of the Collective Agreement. A request to utilize the Traditional Dispute Model must be submitted to the Executive Director (or designate) within ten (10) business days. The Traditional Dispute Resolution process is available to all members of Local 3688 who self-identify as having Indigenous descent.

ARTICLE 12 - ARBITRATION

- 12.01 **Single Arbitrator** - The Parties shall agree to the use of a single arbitrator in which case each shall submit to the other a list of names of persons suitable to act as single arbitrator. The Parties shall strive to select one of the names on either of the two lists. If either party refuses or neglects to submit a list to the other, or in

the event the Parties are unable to agree to a single arbitrator, either party may request the Minister of Labour to appoint an arbitrator.

- 12.02 The Arbitrator shall determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations.
- 12.03 **Decision of the Arbitrator** - The decision of the Arbitrator shall be final, binding, and enforceable on all Parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which the arbitrator deems just and equitable.
- 12.04 **Disagreement on Decision** - Should the Parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene and clarify their decision. The Parties shall notify the Arbitrator within ten (10) days of the decision.
- 12.05 **Expenses of the Arbitrator** - Each party shall pay: One-half of the fees of the Arbitrator.
- 12.06 **Witnesses** - At any stage of the Grievance or Arbitration procedure, the Parties shall have the assistance of any Employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring Parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance. This will not hinder or disrupt normal working conditions or cause added expense to the Employer.
- 12.07 If a grievance remains outstanding at the end of the 3rd step, the Union and Employer may choose to use the services of a mediator or a Mediation/Arbitration process to resolve the grievance. If there is a cost associated it will be shared on a 50/50 basis. If the grievance remains outstanding, the Arbitration process will occur.

ARTICLE 13 - EMPLOYEE'S PERSONAL FILE

- 13.01 **Employee's Personal File** - The record of an Employee shall not be used against them at any time after twenty-four (24) months (with the exception of child abuse) following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- 13.02 **Access to Personal File** - Upon request to the Executive Director, the Employee shall be permitted to review their personal file.

ARTICLE 14 - SENIORITY

- 14.01 **Definition of Seniority** - Seniority shall be defined as the length of service with the Employer.
- 14.02 **Seniority List** - The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the staff bulletin board in January of each year.
- 14.03 **Probation for Newly Hired Employees** - A newly hired Employee shall be on probation for a period of six (6) months from the date of hiring. The probationary period may be extended in certain circumstances by mutual agreement between the Union and the Employer. This extension shall not exceed a total of nine (9) months of probation. After completion of the probationary period, seniority shall be effective from the original date of employment. Should the Employer decide to terminate the Employee during the probationary period, the Employee shall not have access to the grievance and arbitration procedures unless there is an alleged violation of Human Rights.
- 14.04 **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 recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work.

An Employee shall only lose their seniority in the event:

- 1) They are discharged for just cause and is not reinstated.
- 2) They resign in writing and does not withdraw their resignation within two business days.
- 3) They fail to return to work for more than five (5) working days following the expiry of any period of leave of absence granted by the Employer, unless such an extended leave of absence is agreed in writing.
- 4) They are laid off for a period longer than one (1) year.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

- 15.01 When a vacancy occurs, including a term position, or a new position is created in the bargaining unit, the Employer shall immediately notify the Union in writing and post a notice of the position on the staff bulletin board for a minimum of one (1) week.

- 15.02 **Information in Postings** - Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, and shift. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "This position is open to all candidates, regardless of gender, race, gender identity, gender expression, Aboriginal ancestry, sexual orientation or disability."
- 15.03 In making staff changes, transfers, or promotions, appointments shall be awarded to the applicant with the most seniority having the required qualifications.
- 15.04 The successful applicant shall be placed on trial for a period of three (3) 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.
- 15.05 **Notification to Employee and Union** - Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and copy posted on the staff bulletin board. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and termination of employment.

ARTICLE 16 - LAYOFFS AND RECALL

- 16.01 **Role of Seniority in Layoffs** - Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their departmental seniority providing the remaining Employees have the required qualifications for licensing.
- 16.02 **Recall Procedure** - Employees shall be recalled in the order of their departmental seniority provided they have the skills and qualifications to perform the work available.
- 16.03 For the purposes of layoff and recall procedures, "departmental seniority" is defined as Dietary (cooks) and Early Childhood Educators (Including Resource Specialist).
- 16.04 **No New Employees** - No new Employees shall be hired until those laid off have been given an opportunity of recall.
- 16.05 **Grievances on Layoffs and Recalls** - Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 17 - HOURS OF WORK

- 17.01 (a) The normal workday for full-time teaching Employees shall consist of seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 1/2) hours per week Monday to Friday with an unpaid meal period of not less than one (1) hour.
- (b) The normal workday for the full-time cook shall consist of seven and one half (7½) hours per day and thirty-seven and one half (37½) hours per week Monday to Friday with an unpaid meal period of not less than one (1) hour.
- 17.02 Employees shall be granted a fifteen (15) minute rest period during the workday. The break shall be taken between 9:30 A.M. and 1 P.M. at the discretion of the Employer.
- 17.03 Should the Employer require an Employee to work during their lunch hour, the Employee shall be paid one hour at their regular rate of pay.
- 17.04 An Employee who works more than 40 hours during the regular work week will be paid overtime at the rate of one and one-half (1½) times their regular rate of pay.
- 17.05 All authorized work performed over forty (40) hours per week shall be paid for at the rate of time and one-half (1½). Notwithstanding, an Employee who is required to work beyond 5:30 P.M. as a result of a parent(s) picking up their child/children shall receive time and one-half for time worked.
- 17.06 Storm Closure – The following factors will be considered when closing the Centre due to a storm:
- Weather forecasts and current weather and road conditions.
 - Other key businesses opened or closed.

Procedure - If the Centre closes for a partial day due to a storm/bad weather conditions and staff are required to report for work, this will reflect a regular workday with a staggered start so that all staff work the same hours. If the Centre closes for a complete or partial day, Employees will be paid according to the regular schedule for that day up to a maximum of four (4) closures within a fiscal year. Employees will have the option to use their vacation time or take a day without pay to cover closures which exceed this limit. With the exception of severe weather conditions, Employees may still be required to report to work. Example: power outages resulting from downed trees from storm conditions. If the Department continues to fund the Centre for any closure beyond the four (4)

days, the Employees will continue to be paid their regular schedule without having to use their vacation time for the day(s).

- 17.07 Storm Days – In the case of a snowstorm or poor road conditions and Employees are unable to report for work, the Employees will be given the choice of either using a vacation day or taking time without pay if unable to get to work for that day.
- 17.08 During any closures due to a Government decision or a recommendation from a body it regulates, any Employee employed will be paid in accordance with their normal schedule for all time closed as long as the Government is providing funding to the Centre.

ARTICLE 18 - MEETINGS

- 18.01 The Employee is required to attend all regularly scheduled staff meetings unless it occurs on a day the Employee is off. The Employee will be paid one (1) hour at the regular rate of pay for staff meetings. Dates for the required meetings will be posted on the staff bulletin board at least thirty (30) days in advance unless mutually agreed between the Employer and the Union.
- 18.02 Child Care staff are required to attend two (2) parent /teacher meetings normally held in June and December of each year. Staff will be paid one hour at the regular rate of pay for each parent/teacher meeting they attend.

ARTICLE 19 - HOLIDAYS

- 19.01 The Employer recognizes the following as paid holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Easter Monday
Civic Holiday	Heritage Day
National Day for Truth and Reconciliation	

The Employer may choose to recognize newly declared or proclaimed holidays, provided such declaration/proclamation is received in writing through the NS Department of Education and Early Childhood Development with the provision that the Centre continues to receive funding from the Department of Education and Early Childhood Development for the holiday closure and at least 30 days' notice is received.

- 19.02 If an Employee is on an unpaid leave of absence the day before or immediately following a paid holiday, the Employee will not be paid for that holiday.
- 19.03 **Compensation for Holidays Falling on Saturday or Sunday** - When any of the above noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday or Tuesday (or both) shall be deemed to be the holiday for the purpose of the agreement, provided that the Department of Education and Early Childhood Development will compensate this Employer for such holiday.
- 19.04 If a holiday coincides with the Employee's days of rest; or is a day which the Centre must remain open to satisfy Department Education and Early Childhood Development guidelines; a day in lieu of the holiday will be granted on either:
- i) The day immediately following the day of rest or holiday; or
 - ii) The day immediately following the Employee's annual vacation leave; or
 - iii) Another day which is mutually acceptable to both the Executive Director and the Employee.
- 19.05 When a designated holiday falls during the Employee's annual vacation leave, it will not count as a day of vacation.
- 19.06 As most designated holidays in Article 19.01 are from European or Christian heritage, the Employer shall allow for one (1) additional paid holiday to be given to any Employee of a faith or ancestry to which the holidays covered in 19.01 do not apply. The Employee must inform the Executive Director of which holiday they wish to observe that is not included in 19.01 and what the date is if it is a consistent date or general time if the exact date changes, within three (3) months of signing this Agreement or change of faith or within three (3) months of hiring whichever occurs later.

ARTICLE 20 - VACATIONS

- 20.01 The vacation year is from January 1 to December 31, each year. Vacation requests should be submitted in writing to the Executive Director as soon as possible. Requests for vacation days to be taken during the months of July and August must be received prior to April 1st of each year. Requests for vacation days to be taken in the months of November and December must be received prior to Oct. 1st of each year.

20.02 The Employee shall be entitled to annual vacation as follows:

- a) less than one (1) year - 1 paid day per calendar month of service
- b) one (1) to three (3) years, 1 day per calendar month of service – Twelve (12) paid days of vacation.
- c) three (3) to eight (8) years, 1¼ days per calendar month of service – Fifteen (15) paid days of vacation.
- d) after eight (8) years, 1¾ days per calendar month of service – Twenty-one (21) paid days of vacation.
- e) after fifteen (15) years, 1.83 days per calendar month of service – Twenty-two (22) paid days of vacation.
- f) after twenty (20) years, 1.91 days per calendar month of service – Twenty-three (23) paid days of vacation.
- g) after twenty-five (25) years, 2.08 days per calendar month of service – Twenty-five (25) paid days of vacation.

20.03 Vacations shall be granted in accordance with seniority. The Employee may take no more than ten (10) days of vacation leave during the months of July and August. Employees may take no more than 5 days' vacation during the month of December unless approved by the Executive Director. If any days or weeks are available after all Employees have had an opportunity to choose, such days or weeks shall be granted in accordance with seniority.

20.04 An Employee shall be permitted to take vacation for periods of less than one (1) week.

20.05 **Christmas Vacation Rotation** - The week of December 24th to the 31st will be rotated among the staff. Staff who do not take vacation the week of December 24th to the 31st will have first option of taking vacation time the week of December 18th to the 24th. The Day Care Centre will close at 1:00 p.m. on December 24th.

20.06 **Long Service Pay**

A bonus will be given every five (5) years commencing on the 20th anniversary of an Employee's date of permanent hire. The 20 years of employment must be continuous years of employment. This bonus will consist of \$10.00 for every year of employment. This bonus will be pro-rated based upon the status of employment on the anniversary date.

ARTICLE 21 - SICK LEAVE

- 21.01 **Sick Leave Defined** - Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled, under the care or examination of a health care provider/counsellor/diagnostic appointment, been exposed to or contracted a contagious disease or virus, quarantine under direction of Public Health or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 21.02 Sick leave will accumulate at the rate of one (1) day per month of employment to a maximum of thirty-six (36) days.
- 21.03 **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.
- 21.04 **Proof of Illness** - If requested by the Employer an Employee will be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness. If it is requested, the Employee will be notified while they are off.
- 21.05 If an Employee becomes ill and is hospitalized or bedridden for a period of three (3) or more consecutive days while on vacation, and the illness is supported by a medical certificate from a legally qualified medical practitioner, the Employee shall be granted sick leave for that period. In this event, the Employee's vacation days will be credited to the extent of the sick days.
- 21.06 (a) **Illness in the Immediate Family** - The Employee will be permitted to use their accumulated sick leave in the case of an illness to the Employee's child/children under the age of eighteen (18) years.
- (b) At the discretion of the Executive Director, an Employee shall be granted one (1) day per year from their accumulated sick leave to be designated as a family sick day to be used for the Employee's husband, wife, partner, mother, father, and child over eighteen (18).
- 21.07 **Sick Leave Records** - Immediately after the close of each calendar year, the Employer shall advise each Employee in writing of the amount of sick leave accrued to their credit.
- 21.08 Should an Employee not use any accumulated sick leave during the calendar year, a certificate will be issued in recognition. The Employee shall, at their request, have the certificate inserted into their personnel file.

- 21.09 The Employer and the Employees will take all reasonable measures to prevent exposure to communicable disease in the workplace. Measures will incorporate directives from public health and recommendations from the Joint Occupational Health and Safety Committee.
- 21.10 Employees who are required to be tested for a communicable disease or are required to self-isolate due to a workplace contact or workplace exposure shall suffer no loss of wages or benefits for any resulting absences from work.
- 21.11 The Parties recognize the importance of vaccines in preventing transmission of communicable disease. Employees shall be granted leave with pay to attend appointments to consult with health care practitioners on, or to receive, vaccinations required by Nova Scotia Public Health or as mandated by the Provincial Government as a condition of continued employment. Employees may use their sick time if arrangements cannot be made for onsite vaccination for voluntary vaccines.
- 21.12 If at any time an Employee requires an accommodation the Employer, Union and Employee will work together to work through the Accommodations process up to undue hardship.
- 21.13 All Employees shall be covered by the Worker's Compensation Act and the Employer shall provide accident report forms when required or requested.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01 **Grievance and Arbitration Pay Provision** - One union representative from the bargaining unit shall not suffer any loss of pay or benefits for actual time involved in grievance discussions with the Employer and time at the actual arbitration hearing which will held locally in the Bridgewater area.
- 22.02 **Union Conventions/Education/Committees** - Upon request to the Employer, one Employee elected or appointed to represent the Union at conventions, educational or committee work shall be allowed leave of ten (10) days annually without pay and without loss of benefits. The Employer shall continue to pay the Employee and invoice the union. The Union shall reimburse the Employer within thirty (30) days of the receipt of the invoice for the Employee's wages and benefits.
- 22.03 **Bereavement Leave**
- a) When a death in the Employee's immediate family occurs, the Employee shall be granted five (5) working days of compassionate leave without loss of pay or benefits following the death. For the purposes of this article, immediate

family includes spouse, fiancé, parents, siblings, child, loss of pregnancy, current step-parents, current step-child, current step siblings, or foster child who is living in your home.

- b) Each Employee shall be entitled to two (2) working days compassionate leave with pay in case of a death of the Employee's grandchildren, grandparents, niece(s), and nephew(s).
- c) Each Employee shall be entitled to one (1) working day compassionate leave with pay in case of a death of the Employee's parent -in-law, sibling – in- law, or spousal grandparents
- d) Additional time off, without pay, for travel purposes may be granted upon request of the Employee, if the funeral is held outside of the province.
- e) Due to circumstances in the modern-day family, the Executive Director may allow for bereavement leave to be given for those persons who may or may not fit the legal definition of those stated in 22.03 but fills that role within the Employees family including current step relations.
- f) All of the leave mentioned in 22.03 shall be taken within five (5) days of the day of the death unless mutually agreed with the Executive Director.

22.04 Employees shall be granted extended leaves of absence in accordance with the Labour Standards Code and any other applicable legislation including but not limited to the Domestic Abuse Leave and Compassionate Care Leave.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 **Pay Days** - The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement. Prior to each pay day each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. Pay cheques will be made by direct deposit by Thursday not later than 12:00 a.m.

ARTICLE 24 - JOB CLASSIFICATIONS

24.01 **Job Descriptions** - The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions.

24.02 Elimination of Existing Job Titles

Existing job titles shall not be eliminated without prior notification of at least sixty (60) calendar days and discussion with the Union. If the elimination is beyond the decision of the Centre, the Union will be notified within two (2) business days of the notification given to the Centre.

24.03 Rates of Pay and Job Classification

The Employer shall prepare a new job description whenever a job is created. When a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the rate of pay for the new job, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an Employee or the date of change in job duties.

ARTICLE 25 - EMPLOYEE RIGHTS

25.01 Employees are entitled to break days after the probationary period has been completed.

25.02 In order to qualify for a break day, the Employee must work twenty-two (22) consecutive working days in order to be entitled to one (1) break day.

25.03 Entitlement to break days will apply in the period from January 1 to June 30 and September 1 to November 30th each year.

25.04 a) Parent Fees - Employees who have a child(ren) enrolled in Bridgewater Day Care shall receive a taxable benefit of a deduction of two dollars (\$2.00) a day per child on their daily childcare cost, amount deducted will not exceed the Employees daily parent fee.

b) Bargaining unit members will take priority on the waiting list for childcare space.

25.05 Storm Days - In the case of a snowstorm or poor road conditions and Employees are unable to report for work, the Employees will be given the choice of either using a vacation day or taking time without pay if unable to get to work for that day.

25.06 Work Site Access

The CUPE Representative designated by the Union will be given access to work sites to meet with Employees covered by this Collective Agreement before or after work, during their meal and other scheduled breaks, whether paid or unpaid. The Bridgewater Day Care is housed in a shared space therefore if using any room, it will have to be booked through the church office in advance.

ARTICLE 26 - SAFETY AND HEALTH

- 26.01 **Co-operation on Safety** - The Union and the Employer shall co-operate in improving rules and practices which will provide adequate protection to Employees engaged in unhealthy or hazardous work.
- 26.02 **United Church Health and Safety Committee** – The Parties agree to follow the provincial Health and Safety Act. Copies of the minutes of any Health and Safety meetings shall be forwarded to the Chairperson of the committee within two (2) weeks.
- 26.03 **Safety Measures** - Employees shall be supplied with all the necessary safety equipment.
- 26.04 **Investigating of Accidents** - The Safety and Health Committee shall be notified of each accident or injury related to the Day Care and shall investigate and report to the Union and the Employer as soon as possible on the nature and cause of the accident or injury.
- 26.05 **Transportation of Accident Victims** - Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident shall be at the expense of the Employer.
- 26.06 **First Aid Kits** - A first aid kit shall be supplied by the Employer and placed in an appropriate location for the use of all Employees.
- 26.07 **Respectful Workplace** – The Employer and the Union jointly agree that every person in the workplace shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, bullying, harassment, violence, disruptive workplace conflict and disrespectful behaviour. The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize any Employee's dignity, wellbeing or undermine work relationships and productivity. In addition, the Parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Nova Scotia Health and Safety Act.
- 26.08 **Necessary Equipment and Supplies** - The Employer shall supply all equipment deemed necessary by the Employer which is required by Employees in the performance of their duties.

ARTICLE 27 - EDUCATION

- 27.01 The Employee may request a leave of absence for the purpose of continuing their studies in Early Childhood Education.
- 27.02 Whenever possible, the Employee's request must be received by the Day Care Committee in writing, at least six (6) weeks before the course is scheduled to begin. The written request must include course outline, dates, and cost of tuition or registration.
- 27.03 Approval for this leave may be given by the Day Care Committee and the Executive Director.
- 27.04 Upon submission of receipts marked "Paid" and successful completion of all course requirements, the Employee will be reimbursed for registration or tuition costs for approved seminars and/or courses, at the rate of:
1. 100% for any fee of \$50.00 or less; or
 2. 50% for any fee where possible, in excess of \$50.00; or
 3. a combination of the above as determined by the Day Care Committee
- 27.05 If an Employee is required by the Day Care to take a specific course or seminar during the regular work week, they will be paid at their regular rate of pay.
- 27.06 Employees taking courses on days not usually worked, will not be paid.
- 27.07 Centre staff are required to submit their qualifications to the Department of Education and Early Childhood Development to receive their classification level. Employees then must comply with Early Learning and Child Care Act and its Regulations (Nova Scotia) to maintain their classification. Failure to maintain a classification level will affect an ECE's classification level in regards to payroll.
- 27.08 The Employee will be entitled to time off in lieu of approved training hours which occur on their personal time. This lieu time will only be allotted when a substitute is not required. Lieu time must be used within a one (1) year period of the training date.
- 27.09 **Training Courses** - The Employer shall post training courses on the Employees' bulletin board.

ARTICLE 28 - MATERNITY-ADOPTION LEAVE

- (a) An Employee shall be permitted to commence maternity leave at the beginning of her sixth (6th) month of pregnancy. Adoption leave may be granted to an Employee who legally adopts a child and upon presentation of proof of adoption. The maximum maternity/adoption/parental leave allowed under this clause shall be seventy-eight (78) weeks in total. However, the Employer may grant leave without pay in instances where the Employee is unable to return to duty after the expiration of this leave, and upon production of medical documentation.
- (b) The Employee will be paid 5% of gross annual wages for each week of Maternity/Parental/Adoption leave to a maximum of seventy-eight (78) weeks.
- (c) Procedure for Return to Duty – No less than four (4) weeks prior to expiration of Maternity/Parental/Adoption leave, the Employee must provide the Executive Director with written notice of intent to return or not to return to work after Maternity/Parental/Adoption leave has been completed.
- (d) Upon returning to work after Maternity/Parental/Adoption leave, the Executive Director will do her best to guarantee a placement for your child/children in the appropriate units.
- (e) Upon returning to work after Maternity/Parental/Adoption leave staff will be given preference whenever possible for the later shifts in their assigned units for the first three (3) months back to work.
- (f) Illness Associated with Pregnancy
An Employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy before commencing maternity leave or birth of the child, whichever occurs first.
- (g) Benefits During Leave
While on maternity/adoption/parental leave, the Employee shall continue to accumulate service for seniority and annual leave purposes only (no retroactive application on annual leave).

ARTICLE 29 - JOB SHARE

29.01 Proposed job-sharing terms and conditions are as follows:

Both Employees shall be permanent Employees. Both Employees will share the same job classification and be qualified to carry out the duties and responsibilities of the position to be shared.

The position will have a three (3) month trial period. After completion, an assessment will be carried out with input from affected staff and administration, including parent feedback. The position will be job shared for a minimum of one (1) year with the opportunity to renew the arrangement or to resume full-time employment.

The two Employees in the job-sharing arrangement will be required to fulfill one-half of the full-time work schedule over a two (2) week period. The two Employees, in consultation with the Executive Director, shall set the schedule prior to the implementation of the job sharing.

The applicants will jointly apply, in writing, to the Executive Director and include a proposed job-sharing schedule. The application will normally be made at least sixty (60) days before the proposed start date.

Salaries and Benefits

Salaries will be paid pursuant to Schedule "A" of the Collective Agreement.

The following benefits will be paid as listed below:

Vacation - An Employee will be credited with one-half (1/2) of the entitlement outlined in Article 20.02.

Sick Leave - An Employee will be credited with one-half (1/2) day of sick leave per calendar month of service.

Stat Holidays - Employees shall be entitled to paid holidays outlined in Article 19.01 as they fall within their normal work schedule.

The following paid leaves will not be prorated:

1. Bereavement Leave
2. Leaves for special purposes
3. Education Leave
4. Maternity/Adoption Leave
5. Workshop hours

Break days are not a benefit for job sharing positions.

Termination or Extension

If, at any time following the probationary period, one of the participants vacates the job-sharing position for any reason, the job-sharing arrangement will be terminated and both participants will return to their full-time positions.

A minimum of sixty (60) calendar days written notice will be required if the two Employees wish to extend the job-sharing arrangement beyond the expiry date of the original job-sharing arrangement.

A minimum of thirty (30) calendar days written notice will be required by either the participants or the Employer expressing an intention to terminate the job-sharing arrangement.

A qualified substitute may relieve a job-sharing Employee for an Education Leave, Maternity/Adoption Leave, Bereavement Leave, Sick Leave, or absence for special purposes extending beyond ten (10) working days. The job-sharing Employee shall return to their position following the utilization of any of the above-mentioned leaves unless they inform the Employer, in writing, that they no longer wish to participate in job sharing.

ARTICLE 30 – ANNUAL BONUS

30.01 An annual bonus will be paid to each permanent Employee of the Bridgewater Day Care Centre if the average percent occupancy of the Centre is above 93%. The average is based on the January to December statistics, with the bonus being payable by January 30th of the following year. The Employer will provide a written notice to the Union on a monthly basis of the occupancy rate.

For each full percentage point above 93%, each full-time equivalent will receive \$120 in bonus. The average percent occupancy will be calculated to the nearest tenth of a percent. A full-time equivalent is considered to work 37.5 hour per week. Eligible Employees working less than full time equivalent hours will receive pro-rated bonus amounts.

ARTICLE 31 – AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

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

- 1) Employees shall be credited with all seniority rights with the new Employer.
- 2) all service credits relating to vacations with pay, sick leave credits and all other

benefits shall be recognized by the new Employer.

- 3) all work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- 4) conditions of employment and wage rates for the new Employer shall be equal to or greater than the best provisions in effect with the merging Employees.
- 5) no Employee shall suffer a loss of employment as a result of merger.
- 6) preference in location of employment in the merged operation shall be on the basis of seniority.

ARTICLE 32 - GENERAL CONDITIONS

- 32.01 **Bulletin Board** - The Employer shall provide a bulletin board which shall be placed so that Employees will have access to it and upon which the Union shall have the right to post notices of meetings and educational seminars.
- 32.02 **Police/Criminal Background, Child Abuse Registry Checks** – The Employer shall pay the full cost associated with any Police/Criminal Record and Child Abuse Registry renewals requested of its Employees.
- 32.03 **Plural or Singular Terms May Apply** - Where a noun, pronoun or adjective, singular, or plural, indicating gender or sex is used, the other gender or sex, including two-spirited, intersexual, transgendered, and transsexual persons shall be deemed to be included.

ARTICLE 33 – NO DISCRIMINATION

- 33.01 **Employer Shall Not Discriminate** - The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee, under any provincial statute, including but not limited to the Nova Scotia *Human Rights Act* and the Nova Scotia *Occupational Health & Safety Act* nor by reason of membership or activity in the Union.

ARTICLE 34 - TERM OF AGREEMENT

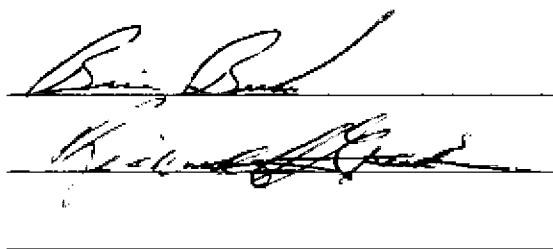
- 34.01 This Agreement shall be binding and remain in effect from January 01, 2024, to March 31, 2027, and shall continue from year to year thereafter, unless either party gives notice to the other party, at least ninety (90) days prior to March 31, 2027.

- 34.02 Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.
- 34.03 The Parties agree that if the Government announces an increase in funding for Bridgewater Day Care Centre whether that is dedicated to salaries or benefits or not, they will meet at the request of either party to negotiate wage increases in addition to those agreed to in this agreement.
- 34.04 Should any additional funding flow from the Nova Scotia Ministry of Education and Early Childhood Development, any other level of government, or should additional funding become available from any other funding source for improvements to benefits and/or compensation, the Employer agrees to enter into negotiations with the Union as to how the money will be applied to provide improvements to salary and/or benefits for members of the bargaining unit.
- 34.05 As the initiatives in the Canada wide Early Learning and Childcare framework are provided to those who work in the Centres, the Parties will meet to discuss the inclusion of any improvements including but not limited to the pensions, compensation, and benefits for all the Employees who work at Bridgewater Day Care Centre into their Collective Agreement.

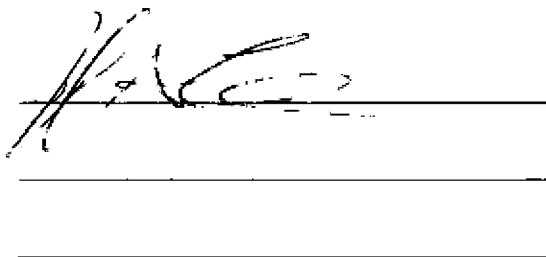
DATED at Bridgewater this 18 day of, December 2023.

SIGNED, SEALED AND DELIVERED in the presence of

BRIDGEWATER PASTORAL CHARGE
REPRESENTATIVE



CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3688



SCHEDULE "A"

SCHEDULE A – WAGE SCALES

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	\$21.50	\$22.13
Level 2 / School Age Approval	\$21.43	\$22.08	\$22.74	\$23.42	\$24.13
Level 3	\$22.32	\$22.99	\$23.68	\$24.39	\$25.12

Province of Nova Scotia					
Inclusion Coordinator/Program Coordinator Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 years+ (Maximum)
Level 1	\$21.64	\$22.29	\$22.96	\$23.65	\$24.35
Level 2 /School Age Approval	\$23.59	\$24.29	\$25.02	\$25.77	\$26.54
Level 3	\$24.56	\$25.29	\$26.05	\$26.83	\$27.63

Rates of pay are 10% higher than the corresponding ECE wage scale to recognize the additional responsibilities and role they perform in the centre

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

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

Effective January 1, 2024

	Current	January 1, 2024
Cook	\$16.48	\$17.50
Non- Level ECE Entry/Untrained	\$16.60	\$17.00

Effective March 31, 2024, all above noted wage scales will be increased by 0.5%

Wage rates for non-leveled positions will be reviewed in accordance with any change to Provincial Minimum Wage Standard, as well as the increases as provided to Employees through the Department of Education and Early Childhood Development. No Employee will make less than \$1.00 over minimum wage.

All Employees in the bargaining unit will receive the same wage increases announced by the Department of Education and Early Childhood Development for any wage grid enhancements on the effective dates of the increases.

Definitions for Wage Scale Use

Untrained -no training

Entry - Completion of orientation training or post-secondary courses in ECE that are comparable to the orientation program.

Level 1 - Completion of orientation training plus specific courses and workplace training as determined by the Department of Education and Early Childhood Development OR/ completed 1 year certificate in ECE from an approved training program.

Level 2 - ECE diploma or successfully completed the recognition of prior learning program.

Level 3 - Bachelor's degree in ECE OR/ meet the requirements for Level 2 and hold a bachelor's degree in any discipline from a post-secondary institution recognized by the Department of Education and Early Childhood Development.

School Age - Completion of the orientation training and either a bachelor's degree in early Elementary Education OR/ a program at a post-secondary institution recognized by the Department of Education and Early Childhood Development that qualifies them to plan and deliver developmentally appropriate programming for school age children.

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dac:cope491

SCHEDULE "B"

Traditional Indigenous Dispute Resolution

