



COLLECTIVE AGREEMENT

between

ST. JOSEPH'S CHILDREN'S CENTRE

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4745**

Effective January 01, 2025 to March 31, 2026

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SECTION ONE: INTRODUCTION TO THE UNION AND CONTRACT INFORMATION

ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both Parties to this Agreement:
- a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
 - b) To recognize the mutual value of joint discussions and negotiations pertaining to working conditions.
 - c) To encourage efficiency in operations.
 - d) To promote the morale, well-being and security of all Employees.
 - e) To work together to ensure that the organization survives, grows and yields benefits for everyone.
- 1.02 The Parties agree that their rights and obligations are set out in this Agreement except to the extent that the relationships are governed by Provincial or Federal legislation.
- 1.03 All references to "St. Joe's" or "St. Joseph's" or the "Centre" will be interpreted as meaning St. Joseph's Children's Centre.

ARTICLE 2 - RECOGNITION AND NEGOTIATION

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 4745 as the sole and exclusive bargaining agent for full-time and part-time Employees as set out in Article 2.03.
- 2.02 Persons whose jobs are not in the bargaining unit shall not fill vacancies for an unreasonable period of time or work in such a way as to reduce the number of jobs in the bargaining unit.
- 2.03 This Agreement is applicable to full and part-time Employees as follows:
- a) **Permanent Employee** - One who is employed on a permanent basis.
 - b) **Probationary Employee** - One who is employed on a permanent basis and has not yet completed the probationary period and shall be entitled to benefits of this Agreement as per Article 7.06a. Employees are entitled to the benefits of Article 12.01 as plan text allows.

- c) **Full-Time Employee** – An Employee whose work schedule is five (5) eight (8) hour shifts from Monday to Friday as per Article 6.01.
- d) **Part-Time Employee**- An Employee who works less than the schedule of a Full-Time Employee. A Part-Time Employee shall be entitled to all benefits of this Agreement on a pro rata basis. Employees are entitled to the benefits of Article 12.01 as plan text allows.
- e) **Term Employee** – An Employee who is employed for a specific period of time in excess of sixty (60) consecutive working days. Employees are entitled to the benefits of Article 12.01 as plan text allows.
- f) Employees hired to work on a project (e.g. Government Projects) or under the Inclusion Support Grant will not be covered by this Agreement.

2.04 This Agreement is not applicable to Substitute Employees.

2.05 a) **Plural or Feminine Terms May Apply** – Whenever the singular, masculine, or feminine is used in this 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.

b) With respect to the interpretation of Article 2.05 a) and certain words used in this Agreement, the Parties agree as follows:

“Sex/Gender/Gender Identity” includes but is not limited to the right to equal treatment without discrimination, intimidation, interference, restriction or coercion because an Employee

- (i) is pregnant or may become pregnant,
- (ii) is breastfeeding/chest feeding or
- (iii) is not cisgender (including but not limited to: transgender, non-binary, genderqueer, genderfluid, agender, intersex, Two-Spirit, etc.) where cisgender refers to a person whose assigned sex at birth matches with their gender identity.

ARTICLE 3 - NO DISCRIMINATION

3.01 **The Employer and the Employee Shall Not Discriminate** - The Employer and the Employee agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of wage rates, training, hiring, up-grading, promotion, transfer, layoff, recall, discipline, classification,

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discharge or otherwise by reason of age, race, creed, gender, gender identification, gender expression, colour, national origin, political or religious affiliation, sex, marital status, family relationship, place of residence, nor by reason of her membership in the Union.

3.02 **Respectful Workplace**

The Employer and the Union agree that both the Employees and the Employer shall be entitled to a respectful workplace. The environment in the workplace shall be free of behaviours such as discrimination, bullying, harassment, violence, disruptive workplace conflict and disrespectful behavior. The principle of fair treatment is a fundamental one. Both the Employer and the Union will not condone any improper behavior which would jeopardize the wellbeing on the part of any persons, 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.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT

4.01 All Employees of the Employer, 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 Employees shall be a member of the Union on their first day of work.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 **Check-Off Payments** - The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and By-laws.

5.02 **Deductions** - Deductions shall be made from the payroll on each pay period and shall be forwarded to the National Secretary-Treasurer (1375 St. Laurent Blvd., Ottawa ON, K1G 0Z7 of the Union not later than the 15th day of the month, accompanied by a list of the names, addresses, total wages and job titles of Employees from whose wages the deductions have been made). The Employer will also forward a copy to the local Union Secretary-Treasurer at the e-mail address provided by the local.

5.03 **T-4 Slips** - The Employer will report the yearly amount of Union dues paid by each Employee along with any other required information on the Employee's T-4 slip each year.

5.04 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 will provide the Unit Vice President, twice a year (January and July), with a list of all Employees in the bargaining unit. The list will include each person's name, job title/certification, home mailing address, home telephone number and other available personal telephone numbers such as cellular numbers, work e-mail and if available, personal e-mail. The list will indicate each Employee's employment status. During the orientation meeting per Article 10.03, a form will be provided by the Union so that new Employees can provide the Union with their contact information.

5.05 The Employer will endeavor to give the Unit Vice - President of the local a list of all appointments, term positions, leaves of absences, resignations, retirements, changes in certifications, death or other changes in status of its Employees every three (3) months.

5.06 Within ninety (90) days of signing, the Employer shall give to the Unit Vice-President a list of all Employees in the Bargaining Unit along with the certification they hold as per the Department of Education and Early Childhood Development. Any changes in an Employees certification will be given to the Unit Vice - President as per Article 5.05.

5.07 The Employer will provide information as the Union requires relating to Employees, subject to the Employer acting in accordance to its legal responsibilities, within ten (10) days of the request.

5.08 Disclosure and Leave with Pay for Dues Collection and Authorizations

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer will provide:

An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status, classification/job title, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Unions' local Secretary-Treasurer and National Servicing Representative, within 10 days of each pay period.

5.09 The Employer and the Union may choose to set up for electronic payment of Union dues to the paid monthly. Information on the members as stated above would be forwarded electronically through email.

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SECTION TWO: EMPLOYMENT INFORMATION AND REQUIREMENTS

ARTICLE 6 - HOURS OF WORK

- 6.01 The regular work week for full time Employees shall consist of five (5) eight (8) hour shifts from Monday to Friday inclusive. A one (1) hour break period shall be provided to each Employee, of which one-half (1/2) hour will be paid, during the eight (8) hour shift.
- 6.02 Part Time Employees shall have their lunch period pro-rated.
- 6.03 Employees may leave their classrooms for a 15-minute period in the morning and afternoon where possible and where, in the opinion of the Facility Director, the classroom will be adequately supervised during this time. Breaks will be taken off the premises where operational requirements allow.
- 6.04 Employees will be expected to attend one location/centre meeting per month during half of their lunch break. Advance notice will be given to staff.
- 6.05 As part of their normal duties, attendance will be expected by staff members at two (2) general staff meetings each year. The two (2) general staff meetings will include an agenda from both staff and their Facility Director. Agenda items will be related to but not restricted to programming, staffing and location needs. Two weeks notice of the evening/weekend meeting will be given to staff. One (1) of the two (2) general staff meetings may be used for an employee training opportunity based on the needs of the location / organization.
- 6.06 Staff who are required as part of their normal job description to attend committee or board meetings outside of their regular working hours will be given equal time off from their regular working day.
- 6.07 Staff who volunteer to attend committee meetings outside of their regular working hours will do so on their own time and will not receive time off in lieu.

ARTICLE 7 – SENIORITY AND PROBATION

- 7.01 (a) **Seniority Defined** - An Employee's seniority date is the first day of employment in a permanent position including the probationary period.
- (b) **Seniority Determination:** Upon successful completion of the probationary period and upon appointment to a permanent position, an

Employee's seniority date shall be set as being the first day of their probationary period.

- (c) Seniority for Term Employees will be established by adding up the hours they have been credited within the past twenty-four (24) months of permanent employment and dividing that number by 7.5 hours to establish the number of days worked. The worked day number will be subtracted from their permanent employment date to establish their seniority date.

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

7.03 **Loss of Seniority** - An Employee shall not lose seniority rights if absent from work because of sickness, lay-off, except as provided in sub-sec.d) or leave of absence approved by the Employer. An Employee shall only lose seniority rights in the event:

- a) The Employee is discharged for just cause and is not reinstated.
- b) The Employee resigns in writing and does not withdraw within two (2) days.
- c) The Employee is absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) The Employee is laid off for a period longer than two (2) years.
- e) Following a layoff the Employee fails to return to work within ten (10) calendar days after the date of return on the notification given by registered mail, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address. An Employee recalled for casual work or employment of short duration at a time when she is employed elsewhere shall not lose their recall rights for refusal to return to work.
- f) The Employee has been transferred to a permanent position outside the bargaining unit and has completed a sixty (60) day trial period.

7.04 **Transfers and Seniority Outside Bargaining Unit** - No Employee shall be transferred to a position outside the bargaining unit without the Employee's consent. If an Employee applies for and is awarded a position outside of the bargaining unit, they shall retain their seniority during the sixty (60) working day trial period. 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 sixty (60) working days. If an Employee returns to the bargaining unit, they shall be placed in a job equivalent to their former position. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

7.05 Employees who accept a temporary position outside the bargaining unit shall continue to accrue seniority while temporarily assigned.

7.06 **Probation**

- (a) An Employee hired into a permanent position shall be on probation for a period of six (6) months from their permanent employment date. Probation may be extended to nine (9) months should it be deemed necessary by the Employer. During the probation period, the Employee shall be entitled to all benefits of this Agreement except seniority. After the probation period, seniority shall be effective from the original date of employment. After three (3) months of service, the Employee shall be entitled to the use of any vacation days accumulated.
- (b) Probation applies to all permanent Full-Time and Part-Time Employees.
- (c) New Employees will receive a detailed orientation to their positions within one week of the commencement of their Employment. An orientation form will be completed by the new Employee and the Employee's Facility Director. The orientation form will be signed by both the Employee and their Facility Director. The completed form will be placed in the Employee's personnel file; the Employee will receive a copy of the orientation form via email and will be given a choice to receive a hard copy as well.
- (d) Employees are responsible for understanding and having the ability to implement the policies and procedures of the organization during their probationary period.
- (e) A probationary Employee will have a written performance review completed prior to the end of the 3rd month of the probationary period. As part of the performance review, the Facility Director will meet with the Employee to go over the review. The Employee will receive a copy of the written performance via email and will be given the choice to receive a hard copy as well. A copy of the written performance will be

on the Employee's personnel file.

- (f) Upon successful completion of their probationary period an Employee shall be appointed to a position of the same status as the position they held during their probationary period.

ARTICLE 8 - OVERTIME

8.01 When overtime is related to ratio, the Employer will post a monthly calendar two weeks prior to the known overtime for Employees to fill in days that they are available to work overtime, if required, as an extension of or at the beginning of their work day. If all requirements are not then met within 48 hours, management and/or a substitute will be scheduled. If all blanks in the schedule are not filled, overtime will be assigned by the Facility Director to the teaching staff on a rotating basis in 30-minute increments. More or less time could be mutually agreed upon between the Teacher and Facility Director. Where, due to the size of the location, a calendar is posted for a period longer than two weeks it shall be set with volunteering availability for the length of the posting.

The Parties further agree that overtime cannot be used to replace staff that are absent or as a means of filling in for vacant staff positions. In filling the ratio overtime, an Employee can choose to be paid for the accumulated overtime on their next pay following the date of the occurrence, take the accumulated overtime worked in time in lieu calculated at the rate of one and a half times for all time worked at the mutually agreeable time after the occurrence or they may choose to follow current practice with payment of the overtime for ratio. All time committed in the schedule will be paid to the employee, unless mutually agreed.

8.02 All mandatory overtime worked on a Saturday or Sunday shall be paid at the rate of time and one-half.

8.03 All work performed by the Employee, at the request of the Employer, after ten (10) consecutive hours in a day, or on a holiday shall be paid for at the rate of double time.

8.04 **An Employee** required to stay with a child who is picked up after closing hours will be paid \$25.00 for each half hour or each part thereof that they had to stay with the child. The payment will usually be made directly by the parent when picking up the child. If this does not occur, the payment will be made to the teacher by the Employer.

- 8.05 Overtime rates will not apply to Employer sponsored in-services. They shall be paid as follows:
- a) If mandatory, the Employer will pay straight time.
 - b) If requested by the Employee, the Employee will not be paid for time so spent.
- 8.06 a) An Employee may request one (1) hour every two-week period to work on administrative requirements for their position. The Employee may choose this hour to be prior to their shift or after their shift (with exception of a 9:30 – 5:30 shift, prior only). The Employee will be paid at regular time for this administrative work and will submit the work to their Facility Director.
- b) Employees shall be given one and one-half (1.5) hours six (6) times a year to work as a classroom team to implement changes within their classroom environments. These changes are to be agreed upon by all members of the teaching team and agreed upon by the Facility Director and will reflect the current needs of the classroom and meet curriculum expectations as set by St. Joseph’s Children’s Centre. Employees would be paid straight time for this work completed outside St. Joseph’s hours of operation (1.5 hours x 6 times).

ARTICLE 9 - QUALIFICATIONS AND TRAINING

9.01 Upon the signing of this Agreement, the Employer agrees that all newly hired Early Childhood Educators shall be trained or in training as per regulations defined in the current Early Learning and Child Care Act and Regulations. Where there is more than one applicant the Employer will give preference to the applicant with the higher level of training.

Early Childhood Educators in training will complete their training within thirty-six (36) months of their hire date. If an Employee fails to achieve a minimum level of formal ECE training as per Department of Education and Early Childhood Development standards, their employment will be terminated unless extenuating circumstances prevent the Employee from completing their training.

- 9.02 a) Prior to being hired, all Employees shall comply with the requirements as set out in the Early Learning and Child Care Act and Regulations including but not limited to, not being registered on the Child Abuse Registry, a clean police record with vulnerable sector check, and a current Emergency First Aid and CPR level C certification.
- b) After hiring, any Employee who is subsequently convicted of a criminal offense shall inform the Executive Director of the details of such conviction within ten (10) days of conviction.

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- c) All Employees are required to comply with the organization policies and procedures, which do not conflict with the terms and conditions laid out in the Collective Agreement, including their Early Childhood Educator Job Description, and "The Rules of Conduct".

9.03 It is the responsibility of the Employee to maintain their classification by submitting their required Professional Development certificates to the Department of Education and Early Childhood Development. The Employee must notify their Employer of any changes in their classification. An Employee must submit documentation to the Department of Education and Early Childhood Development a minimum of six (6) weeks prior to the expiry of their classification via email or certified courier/registered mail. A copy of the documentation provided to the Employee from the Department of Education and Early Childhood Development will be given to the Employee's Facility Director on or before the date the current classification expires. If the Employee does not receive the required documentation back from the Department of Education and Early Childhood Development on or before the date the current classification expires the Employee will need to provide one (1) of the following documents to their Facility Director (Employees are encouraged to copy the Facility Director in their initial email submission):

1. A printed copy or forwarded email of the Employee's initial submission which would include the date the email was sent, or
2. A printed copy or forwarded email of confirmation the documents were received for processing by the Department of Education and Early Childhood Development which would include the Department's reply date, or
3. A copy of the slip or receipt received by the Employee from the courier service which on it includes the date the package was picked up for delivery.

It is a licensing requirement for the centre to have Employees who work with children have a current classification, therefore any lapses will be taken seriously. Employees who have their classification lapse due to submitting less than the required minimum of six (6) weeks will be pulled from the floor and be put on an unpaid leave of absence until the required documentation can be given to the Employee's Facility Director. Any workshops required in that leave period will not be paid for as per Article 9.04. If an Employee's classification cannot be approved within twelve (12) weeks of its expiry date, and the Employee submitted it less than the required six (6) weeks their employment may be terminated, unless extenuating circumstances (including but not limited to emergency, bereavement) can be proven.

- 9.04 a) To maintain their classification all permanent Employees shall complete professional growth and development as required by the

Department of Education and Early Childhood Development. Such training will be supported by the Employer with funds to a maximum of \$200.00 per permanent Employee per calendar year.

- b) To seek approval for the usage of funds for professional development, Employees will apply by filling out the form; Request for the Usage of Professional Development Funds. This form will be sent to the Executive Director for approval for 1. The professional development opportunity and 2. The confirmation of funds being available for reimbursement.
- c) The Executive Director will return the request form to the Employee, where the Employee will re submit the same form along with the original payment receipt upon the completion of the professional development opportunity.
- d) Request for the Usage of Professional Development Funds form must be submitted to the Executive Director a minimum of one month prior to the date of the professional development opportunity.
- e) Further support to employees with registration or additional funds may be available at the discretion of the Executive Director.
- f) St Joseph's Children's Centre will sponsor in-house training opportunities when /where possible, at management's decision based on curriculum needs and available funds. Topics for training opportunities shall be discussed at the Labour Management Committee.
- g) An Employee may request the registration be paid by the Employer. IF the Employee does not attend the Employee will pay back the monies in installments from their pay.

9.05 Any training or professional development opportunities that have been brought to the attention of any/all Employees of St Joseph's Children's Centre may be added to the agenda of a Labour Management meeting for discussion. If mutually agreed that the content of the training or professional development opportunity is relevant to the field, it will be posted.

Any training presented by St Joseph's Children's Centres shall contain the following information.

- Type of course (subject. material to be covered)
- Time, duration and location
- Basic minimum qualifications required

All postings received by St Joseph's from outside training institutions/presenters will posted as received.

Opportunities for which the Employer sends Employees shall be divided equally amongst interested Employees who meet the minimum qualifications for the course.

9.06 St Joseph's will consider any applications for funding assistance. St Joseph's will continue to post any information that comes to their attention between Labour Management meetings.

9.07 An Employee may request or may be selected to participate in the Teacher Exchange Program at St. Joseph's Children's Centre. The Program is for personal professional development purposes. If selected, the Employee shall have the option if they want to partake in the exchange or not. Failure to participate shall not be used against the Employee. Exchange shall not exceed three (3) days unless by mutual written agreement.

9.08 Employees who wish to upgrade their training credentials in Early Childhood Education may apply to the Executive Director for financial support. As part of the process for approval, an Employee individual contract will be developed. The contract will include approval of the courses, the repayment plan if applicable, and the expiry date of the contract. Approval shall not be unreasonably withheld and will be based on the continuation of the recruitment and retention program from the Department of Education and Early Childhood Development.

9.09 First Aid/CPR training will be provided by the Employer at one (1) opportunity every year starting June 2022 provided a facilitator will agree to provide such training. Employees may be eligible to take the training earlier than their expiry to fill up the training session. Employer may offer the training to other centres to fill the spaces. It is the responsibility of the Employee to maintain current First Aid /CPR certification. If an Employee is unable to attend the courses offered due to illness, vacation or another leave as per this Agreement, and must register in a course other than the one provided by St. Joseph's the Employee will be reimbursed for the same amount associated with the Employer's course. The Employer will continue to post the expiry date and contact information of the First Aid courses on each location bulletin board.

9.10 Mandatory workshops shall be spread throughout the calendar year with a limit of one (1) per month unless mutual agreed upon between the Union and the Employer. If the Employer requires your attendance at a workshop which takes place during your scheduled vacation you will be paid double time for all hours you had been scheduled for that day(s) from your vacation or time of the workshop whichever is

greater.

- 9.11 Only one student will be placed at any location at any given time, unless mutually agreed upon by the Facility Director and Teaching staff. The placement of the student will be done by classrooms on a rotational basis unless mutually agreed upon by the Facility Director and Teaching staff. The Facility Director and Teaching staff shall discuss the most suitable classroom for the placement.
- 9.12 **Education on the Job** - The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc. to be held on the Employer's premises outside normal working hours.

ARTICLE 10 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 10.01 **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.
- 10.02 **Notification of New Hires**
The Employer shall notify the Union when new Employees are hired within the bargaining unit. The notification will include the following information: full name, position, employment status, start date and work location. Notification will be provided prior to the new Employee's start date.
- 10.03 The Employer will introduce new Employees to the location Union Steward or Representative as designated by the Union during the orientation of new Employees. The Union Steward or Representative of the Union shall give the Employee a Union contract at the introduction.

The Union Steward or Representative designated by the Union will be given an opportunity to meet privately with the new Employee upon the successful completion of the three (3) months of an Employee's probationary period. A maximum of sixty (60) minutes will be allowed during regular working hours at a time approved by the Facility Director without loss of pay for either employee.

ARTICLE 11 - PAYMENT OF WAGES AND ALLOWANCES

- 11.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay including ratio, training, late departures and deductions.
- 11.02 **Equal Pay for Equal Work** – Employees shall receive equal pay for equal training, regardless of gender, gender expression or gender identity.
- 11.03 **Higher Rated Job Inside or Outside the Bargaining Unit** - When an Employee is requested to temporarily perform the principle duties of a higher paying position at a flat rate of pay. They shall receive the rate of pay for the job. When an Employee is requested to perform the temporary principle duties of a higher paying position for which a salary range has been established they shall receive the salary range which is higher than their previous rate, the Employee shall qualify for any increments in salary they may have missed based on their length of service in their temporary assignment when they return to their former position.
- 11.04 **Pay on Transfer, Lower Rated Job** – When an Employee is assigned to a position paying a lower rate; their rate shall not be reduced.
- 11.05 **Proportional Earnings of Benefits** - It is recognized that benefits are earned in proportion to the number of hours in any given time period, for which the Employee receives pay. Pay is defined as wages, sick-pay, vacation pay, paid jury and witness leave pay, bereavement pay, union leave, negotiations pay, Workers' Compensation benefits and leave for emergency.
- 11.06 Staff in the centres/classroom will collaborate with the Facility Director on the spending of any money donated or fundraised for the centre or for a specific classroom that does not have a specific designation from the donor.
- 11.07 During any closures due to a government decision or a recommendation from a body it regulates, and the Department continues to fund the Centre with terms and conditions that speak to funding designated to salaries, Employees employed will be paid in accordance to said terms and conditions.

SECTION THREE: BENEFITS

ARTICLE 12 - EMPLOYEE BENEFITS

12.01 a) **Pension**

All eligible Employees shall participate in the Colleges of Applied Arts and Technology (CAAT) DBplus Pension Plan as plan text allows. The Employer and the Employee shall each make contributions at a rate of five percent (5%) of applicable wages. Unless plan text states otherwise, Pension contributions shall begin on the first working day of the month following the Employees hiring. Pension contributions are mandatory for both the Employer and the eligible Employee. The Employer's obligation to pay its portion of the premium shall be contingent upon the Employer receiving funding for such payments from the Department of Education and Early Childhood Development.

12.01 b) **Group Health and Dental**

All eligible Employees agree to participate in the Health Association of Nova Scotia Group Health and Dental Plan provided by the Employer as plan text allows. The terms and conditions of the plan shall be determined by the plan. The Employer shall pay sixty-five percent (65%) and the Employee shall pay thirty-five percent (35%) of the cost of the premiums. Unless plan text states otherwise, eligible Employees will be enrolled in the HANS Group Health and Dental plan on the first working day of the month following their hiring. Enrollment in the HANS Group Health and Dental Plans are mandatory for all eligible Employees unless they can prove coverage under an alternate plan. The Employer's obligation to pay its portion of the premium shall be contingent upon the Employer receiving funding for such payments from the Department of Education and Early Childhood Development.

12.01 c) **Life Insurance**

All eligible Employees agree to participate in the Health Association of Nova Scotia Life Insurance Plan provided by the Employer as plan text allows. The terms and conditions of the plan shall be determined by the plan. The Employer shall pay sixty-five percent (65%) and the Employee shall pay thirty-five percent (35%) of the cost of the premiums. Unless plan text states otherwise, eligible Employees shall be enrolled in the Life Insurance Plan(s) on the first working day of the fourth month of employment. Enrollment in the Life Insurance Plan is mandatory for all eligible Employees. The Employer's obligation to pay its portion of the premium shall be contingent upon the Employer receiving funding for such payments from the Department of Education and Early Childhood Development.

- 12.01 d) **Long Term Disability**
 All eligible Employees agree to participate in the Health Association of Nova Scotia Long Term Disability Plan (LTD) as plan text allows. The terms and conditions of the plan shall be determined by the plan. The Employer shall pay fifty percent (50%) and the Employee shall pay fifty percent (50%) of the cost of the premiums. Unless plan text states otherwise, eligible Full time Employees shall be enrolled on the first working day of the fourth month of employment. Part time Employees will have a delayed start due to number of hours worked. Enrollment in the Long-Term Disability Program is mandatory for all eligible Employees. The Employer's obligation to pay its portion of the premium shall be contingent upon the Employer receiving funding for such payments from the Department of Education and Early Childhood Development.
- 12.01 e) **Employee Family Assistance Program**
 The Employer agrees to provide, all eligible Employees, and their immediate families with an Employee Family Assistance Program (EFAP) through Telus Health as the plan text allows. The Employer's obligation to pay its portion of the premium shall be contingent upon the Employer receiving funding for such payments from the Department of Education and Early Childhood Development. Eligible Employees and their immediate families will have access to the EFAP resources on the first day of Employment. There shall be no additional cost to the Employer or Employee for premiums for the EFAP.
- 12.01 f) All Employees will receive copies of the specific details from the plan carriers when the detailed booklets or links are provided by the carriers. If the Employer receives such information they will share with all Employees.
- 12.02 **Workers' Compensation Pay Supplement** – All Employees shall be covered by the Workers' Compensation Act unless otherwise agreed between the Parties.
- 12.03 a) Any permanent Employee who has child(ren) and would like to enroll them in St. Joseph's Children's Centre, has seniority over the wait-list for their requested classroom/location. It is the responsibility of the Employee to notify the Facility Director of the location which they would like their child put on the waitlist. Start date will be based on the next available space if there are no vacancies.
- b) The Employee will have a miscellaneous credit stipend of up to one hundred dollars (\$100.00) per month per child applied at the beginning of each month to their childcare bill. The Employee is responsible for ensuring their childcare fees are paid each month before the stipend can be applied.

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- c) For a child(ren) who is not enrolled for full-time attendance at St. Joseph's for that month, or who is enrolled for less than one month, the stipend shall be prorated at a rate of \$4.62 per day for each day the child is enrolled.

12.04 All members of the teaching staff will be provided a meal which is eaten with the children during the children's lunchtime. At no time is food from outside the centre to be brought into the classrooms and eaten at mealtimes or in front of the children.

ARTICLE 13 - RECOGNITION BENEFITS

13.01 Recognition Benefit upon resignation or retirement shall be:

5 to 9 years of service	\$100.00
10 to 14 years of service	\$150.00
15 to 19 years of service	\$200.00
20 to 24 years of service	\$250.00
25 years and over	\$500.00

ARTICLE 14 - PAID HOLIDAYS

14.01 St. Joseph's will observe the following holidays, and permanent Employees will receive payment for the following:

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, provided that the Department of Education and Early Childhood Development will compensate the Centre for the holiday. Part-time Employees will be compensated on a pro-rata basis. The Centres will close at 1:00 pm on Christmas Eve day and New Year's Eve Day.

14.02 **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 this Agreement, provided the

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Department of Education continues to pay for such Holidays.

- 14.03 If the Employer considers it desirable for the Centre(s) to remain open on any of the above mentioned holidays, all Employees who are required to work on that day will have the option to receive double regular pay or two (2) days off with regular pay. Such days off will be taken on a date mutually convenient to the Employee and Facility Director.
- 14.04 **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 continues to pay for such Holidays.
- 14.05 Exempt from this benefit will be an Employee who is absent without approval on either the working day immediately preceding or following the designated holiday.
- 14.06 **Observation of Alternate Holidays**
Employees who observe different cultural or religious holidays than those listed in 14.01, may request to meet with the Executive Director and Union Representative to discuss possible alternatives.
- 14.07 Employees will be given a day off for their birthday. Such day must be within their birth month, mutually agreed upon between the Facility Director and the Employee and is not accumulative year to year.

SECTION FOUR: TIME AWAY FROM WORK

ARTICLE 15 - VACATIONS

- 15.01 An Employee shall receive an annual vacation with pay in accordance with their years of employment as follows:
- a) Vacation is earned at .84 of a day per month 0-2 completed years of employment to a maximum of 10 days.
 - b) Beginning of the 3rd year to the completion of 4 years, vacation is earned at 1.25 days per month to a maximum of 15 days.
 - c) Beginning of the 5th year to the completion of the 7th year, vacation is earned at 1.67 days per month to a maximum of 20 days.
 - d) Beginning of the 8th year, to the completion of the 10th year, vacation

is earned at 2.08 days per month to a maximum of 25 days.

- e) Beginning of the 11th year, vacation is earned at 2.58 days per month to a maximum of 31 days.
- 15.02 a) The leave year will be January 1 - December 31. The earned leave may be taken up to March 31 of the year following that in which it was earned.
- b) If there is less than one week, the earned vacation can be carried over or paid out. This is to be mutually agreed upon between the Employer and Employee.
 - c) Part-Time permanent Employees will accumulate paid vacation leave on a prorated basis.
- 15.03 An Employee earns paid vacation leave from the Employee's first day of permanent employment. Paid vacation leave may only be taken after successfully completing the first three (3) months of the probationary period. Employees shall only be entitled to use what they have accumulated until they have successfully completed their probation period.
- 15.04 **Allocation of Vacation Days**
- a) In any classroom, only one Employee at a time shall be allowed vacation.
 - b) Allocation of vacation days for after school teaching staff shall be included as above with the additional provision that a maximum of two (2) weeks' vacation leave may be taken by an after school teaching Employee during the months of July and August. After school teaching staff will be restricted from vacation during the public school March break unless that teacher has school age children of their own between the ages of four (4) and twelve (12).
 - c) Vacation approval will be subject to the availability of substitutes, if the vacation request is submitted by the Employee less than thirty (30) working days prior to the date requested.
- 15.05 Payment-in-lieu of vacation time may be approved by the Executive Director in special circumstances.
- 15.06 Employees requesting vacation of one week or more in duration shall be submitted to the Facility Director no later than four (4) weeks prior to the date requested. The Facility Director shall return the appropriate forms no later than two (2) weeks after the request is made.

- 15.07 a) If there are conflicting requests for vacation leave, seniority will govern.
- b) Requests for vacation during Christmas, New Year's and March breaks will initially be granted by seniority and thereafter will proceed on a rotational basis.
- 15.08 Requests for vacation will take priority over requests for Unpaid Leave or General Leave except where the Unpaid Leave is for more than four (4) weeks.
- 15.09 Employees leaving the employ of the Employer after less than six (6) months service shall receive vacation pay at the rate of 4% of their gross earnings.
- 15.10 **Compensation for Holidays Falling within Vacation Schedule** - If a paid holiday falls or is observed during an Employee's vacation period, she shall be allowed an additional vacation day with pay at a time mutually agreed by the Employee and Facility Director.
- 15.11 **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 in lieu of such vacation, prior to termination. An Employee terminating their employment at any time during their vacation year shall reimburse the Employer for any vacation days used, but not yet earned.
- 15.12 **Vacation Schedules** - Vacation schedules for summer period from May 1st to September 10th shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the Employee and the Employer.
- 15.13 **Unbroken Vacation Period** - An Employee shall be entitled to receive their vacation in an unbroken period where an Employee has no more than three (3) weeks earned vacation credits. Where an Employee has more than three (3) weeks earned vacation credits, and where no other Employee has applied for vacation during the same period, an application for more than three (3) weeks unbroken vacation shall be approved.
- 15.14 Where the Employer has approved the Employee's vacation and prior to the commencement of the vacation the Employee is on an approved paid leave, the leave shall continue with no reduction in vacation leave credits. If the Employee has commenced vacation, only bereavement leave and maternity leave can be substituted for vacation leave. 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.

15.15 **Vacation Pay** - Any Employee may, upon giving at least ten (10) working days notice in writing to the Executive Director, receive on the last office day preceding commencement of vacation, any pay cheques which may fall due during the period of vacation, provided that vacation period is two weeks or more in duration.

ARTICLE 16 - SICK LEAVE PROVISIONS

16.01 (a) A full time Employee will accumulate sick leave credits at the rate of eleven decimal two five (11.25) hours per month for each calendar month for which the Employee receives pay, to the maximum of one hundred thirty-five (135) hours per year, cumulative to a maximum of one thousand one hundred and twenty-five (1,125) hours.

(b) If an Employee is unable to attend work due to illness, the Employee will contact their Facility Director within the following time frames:

- Monday to Friday after 530am or 2 hours before the start of their shift unless there are serious or exceptional factors outside of the employee's control (including but not limited to hospitalization, receiving treatment, travel accident, etc.) or
- Sunday to Friday evenings no later than 9pm
- Employees are asked not to contact their Facility Director on a Saturday.

(c) If the employee is unable to verbally speak to their Facility Director due to illness, the following information will be provided in a text message:

- notification of absence and whether they are contagious
- if any substitute attempts were made to cover their shift

(d) The Employee will promptly receive a follow up text/phone call from the Facility Director.

16.02 Part-Time Employees will accumulate sick leave on a pro-rata basis. Sick leave shall be paid for those shifts the Employee would have worked but for their absence due to illness.

16.03 Paid sick leave shall be approved for the following:

- a) personal illness or injury of an Employee;
- b) appointments with health care professionals which cannot be scheduled during off hours;
- c) special programs, as approved by the Employer, intended to prevent further health problems;

- d) caring for or making arrangements for the health care of an immediate family member as defined in Article 18.01 (a) as in the collective agreement;
 - e) Been exposed to or contracted a contagious disease or virus (will notify their Facility Director as soon as possible).
- 16.04 In recognition that new teaching staff often display initial health problems, i.e. establishing immunities, newly employed teachers, during their probation period, can advance (3) days of sick leave to be used during this time. A Doctor's certificate will be submitted if requested by the Employer at the time of illness.
- 16.05 Sick leave requests in relation to article 16.03 b, or c or d shall be applied for in advance to the Employee's immediate Facility Director via the request for leave form. Upon return to work, teachers will record absence on request for pay / staff attendance sheet.
- 16.06 a) Any Employee requesting sick leave for a period longer than five (5) consecutive working days may upon return be required to supply a Medical Statement from a person who is generally recognized as competent, relating to the medical condition or injury in question. If the Employer has a valid reason to believe that an Employee is abusing (i.e. showing a pattern of absence) sick leave, the Employer may require such certificate for illness that is less than 5 days. The Employer shall meet with the Unit Vice President and the member to discuss the reasons they believe the Employee is abusing sick leave.
- b) When an Employee is on an approved unpaid leave or laid off, they shall not accumulate sick leave credits for the period of such absence but shall retain their accumulated credit, if any are existing at the time of such unpaid leave or layoff.
 - c) For greater clarity, the calculated sick leave shall be done in accordance with clause 11.05.
- 16.07 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.
- 16.08 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, Department of Environment and will consider recommendations from the Joint Occupational Health and Safety Committee.
- 16.09 Employees who are required to be tested for a communicable disease or are required to self-isolate shall use their accumulated benefits. If

an Employee is exposed to a workplace exposure/contact and test positive they may request a WCB form.

- 16.10 Employees shall be provided 3 hours leave with pay to receive vaccinations or any other approved measure required by Nova Scotia Public Health or as mandated by the Provincial Government as a condition of continued employment. The date and time of the 3-hour leave will be mutually agreed upon between the Employee and the Facility Director.
- 16.11 When an Employee requests a workplace Accommodation the Employer will follow the Duty to Accommodate as required by the Human Rights Act and any other applicable legislation.
- 16.12 After hiring, any doctor's certificates, health care professional's statements required by the Employer, will be paid for by the Employer.

ARTICLE 17 – UNION BASED LEAVE

- 17.01 **Negotiation Pay Provisions** - Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiating sessions with the Employer.
- 17.02 **Leave of Absence for Union Functions** - Upon the request of the Employee, an Employee elected or appointed to represent the Union at conventions or Executive or Committee meetings of CUPE, its affiliated or chartered bodies, or any other labour organization with which the Union is affiliated, or to carry out Union duties as per the legislative requirements of the Union shall be allowed leave with pay, bonuses and benefits. Upon their return from said leave (prior to the end of the pay period) the Employee will complete a form provided by the Union specifying to whom the Employer will submit its bill. The Employer will submit its bill to the Union for lost pay, bonuses and benefits, and the Union will submit payment (cheque or electronic) to the Employer within thirty (30) days of receipt of such a request.

ARTICLE 18 – BEREAVEMENT LEAVE

- 18.01 a) **Bereavement Leave** - If a death in the Employee's immediate family occurs, the Employee shall be granted seven (7) working days of bereavement leave without loss of pay or benefits following the death. Notwithstanding Article 15, an Employee off work for any other reason will not be entitled to bereavement leave. For the purposes of this article, immediate family includes spouse, partner, fiancé, parent, sibling, child, pregnancy loss, step-parents, step-child, step siblings,

and foster child who are living at their home.

- b) Five (5) working days bereavement leave with pay shall be granted in the event of the death of a great grandparent, grandparent, great grandchild, grandchild, mother-in-law, father-in-law, parent-in-law of the Employee.
- c) Three (3) working days bereavement leave with pay shall be granted in the event of the death of an aunt or uncle, sibling-in-law.
- d) An Employee shall be granted two (2) days of bereavement leave without loss of pay or benefits to attend a funeral for someone not defined in 18.01 a, b, or c or be used as days added to 18.01 a, b, or c to support required travel outside of the province. These days are not accumulative from year to year, proof of travel may be requested by the Employer.
- e) A spouse is as defined in the Matrimonial Property Act of Nova Scotia or a common-law partner as defined in the Maintenance and Custody Act of Nova Scotia or registered domestic partnership as defined in the Vital Statistics Act of Nova Scotia.
- f) The Employer may ask for confirmation that an individual has passed away and confirmation that the relationship to the individual is one as set out in Articles 18.01 a)b)&c).
- g) All of the leave mentioned in 18.01 will commence on the proceeding work days from the time of death. If there are travel requirements or a delay in the service for the deceased, the Employee will talk to the Executive Director to discuss the possibility of a broken time period.
- h) Employees may request to have one (1) or more days of bereavement leave in 18.01(a) (b) (c), held for the burial or celebration of life at a later date.

ARTICLE 19 – TIME OFF FOR ELECTIONS AND COURT

- 19.01 **Time off for Elections** - Employees shall be permitted time off to vote as required under the Elections Act.
- 19.02 **Paid Jury Leave** - The Employer shall grant jury leave to an Employee who serves as a juror in court. The Employer shall pay an Employee the difference between their normal earnings and the payment the Employee receives for jury service, excluding payment for travelling, meals and other expenses. Employees will present proof of service and the amount of pay received.

- 19.03 **Paid Witness Leave** - The Employer shall grant witness leave to any Employee who serves as a witness in court, subject to a subpoena. The Employer shall pay an Employee the difference between their normal earnings and the payment the Employee receives for acting as a witness, excluding payment for travelling, meals and other expenses. Employees will present proof of having been subpoenaed and the amount of pay they received. Such witness leave shall only last until such time as the court has dismissed the Employee as a witness or until such time as they have been informed by the party who subpoenaed them that they will no longer be needed.

ARTICLE 20 – EDUCATION LEAVE

- 20.01 a) **Education Leave** - Education leave may be granted by the Executive Director for up to two years to Employees wishing to pursue academic studies that will complement their work at St. Joseph's.
- b) In order to be eligible for this education leave, an Employee will have completed three (3) years of permanent employment with St. Joseph's or shall have completed three (3) years calculated from the initial date of previous education leave. The calculation of years of permanent employment and "completed three years" shall be done in accordance with clause 11.05.
- c) The Employee shall make application in writing to the Executive Director, at least three (3) months prior to the date of Education leave requested. The request shall include a statement of purpose and proposed program of leave together with the specific financial or leave time requested.
- d) The Executive Director will establish a re-employment period if financial assistance is granted.
- e) Efforts will be made to have an Employee returning from an Education Leave, return to the shift classroom and location they held prior to their leave but there is no guarantee of the same shift, classroom or locations they held prior to the leave will be available depending on the length of leave taken.

ARTICLE 21 – UNPAID LEAVE

21.01 Unpaid Leave

- a) Permanent Employees may apply for an Unpaid leave without pay for periods of up to one (1) year in length. This period of leave can be no

shorter than three months, once each three year period with no option of early return. In order to be eligible for this leave, an Employee will have completed three (3) consecutive years of employment with St. Joseph's. Requests shall be made in writing to the Executive Director at least three (3) months in advance. Unpaid leave shall not be unreasonably withheld.

- b) Efforts will be made to have an Employee who is returning from an Unpaid Leave return to the shift, classroom or location they held prior to their leave. An Employee returning from any Unpaid Leave is not guaranteed the same shift, class or location.
- 21.02 An Employee on unpaid leave shall have the option of continuing coverage of available benefits by making the full premium payments. Sick benefits and vacation benefits will not be accumulated while on unpaid leave.
- 21.03 An Employee on unpaid leave shall not have the option for an early return to work provision.
- 21.04 If the Employee does not return within three (3) working days of the agreed upon return-to-work date and no contact has been made to the Employer by the Employee, the Employer will consider the non-response as resignation, and the Employee's employment will be terminated.
- 21.05 Once an Employee has been inactive for a period of twenty-eight (28) months their position will be posted as a permanent position. The Employee will be on an unpaid leave and can apply for any open position using their seniority. While on this unpaid leave service credits, for the purpose of vacation accrual entitlement, shall not accrue. Accumulation of service credits as per Article 13.01 will not apply to the period of time the Employee is on the unpaid leave as per this clause 21.05.

ARTICLE 22 – EMERGENCY LEAVE

22.01 Leave for Emergency

- a) Fifteen (15) hours per year with pay will be given for emergency or other extenuating circumstances. Additional time without pay may be approved if requested.
- b) Emergency leave is not cumulative from year to year.
- c) Emergency is defined as a circumstance which:
 - a. is not planned in advance,

- b. cannot be attended to by anyone other than the Employee and at any time other than the Employee's work hours.

ARTICLE 23 – GENERAL LEAVE

23.01 General leave

A permanent Employee may apply for up to a maximum of five unpaid absence days. In order to be eligible for this leave, an Employee must have:

- Exhausted all vacation and sick leave credits
- Pre-approval from the Employees Facility Director
- Provided one month notice unless there is documentation provided of a medical emergency

This leave is not accumulative from year to year.

ARTICLE 24 – LABOUR STANDARDS LEAVE

24.01 Labour Standards Leave

- (a) 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.
- (b) An Employee who intends to take this leave shall advise the Employer as soon as possible. The Employee may, if they choose, continue any shared pension/benefits by paying to the Employer the full cost of any pension/benefit plan(s) while the Employee is on such leave as plan text allows. Qualifications and time limits for leave may be expanded as the Federal or Provincial legislation provides.

ARTICLE 25 – MATERNITY AND PARENTAL(ADOPTION) LEAVE

25.01 Maternity and Parental (Adoption) Leave

- a) A permanent Employee is entitled to an unpaid Maternity or Parental leave of up to eighteen (18) months. The Employer shall grant the Employee an additional year as an extended Maternity or Parental leave if the Employee requests the extended leave by their 9th month of absence.
- b) While an Employee is on Maternity or Parental Leave, the Employer shall permit the Employee to continue participation in eligible pension/benefit plans. The Employee shall be responsible to pay both the Employer and the Employee's share of the premium costs for

maintaining such coverage for which the Employee is eligible during the period of leave, if the Employee elects to continue their pension/benefits during their leave, the Employee shall be responsible to pay their cost shared rate as per plan text.

- c) An expecting Employee will be entitled to a maximum of five (5) days special leave for each pregnancy.
- d) Special leave with pay up to a maximum of fifteen (15) scheduled hours shall be granted to an Employee whose spouse gives birth to a child or when an adopted child arrives in the Employee's home. This leave may be divided into periods and granted on separate days.

25.02 Maternity/Parental (Adoption) Leave Notice

- a) An expecting Employee or an Employee finalizing an adoption shall provide the Employer with at least four (4) weeks' notice of the date the Employee intends to begin maternity or parental leave whenever possible and at least four (4) weeks' notice of the date the Employee intends to return to work from maternity/parental leave. Such notice and start date of the leave may be amended:
- b) Where notice as required under Article 25.02 (a) 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 leave and the Employee's intent to return to work.
- c) The Employee will inform the Executive Director of the duration of the leave required for the leave. Any changes to that leave will be given to the Executive Director in writing. Confirmation of the Employee's return date will be provided four (4) weeks prior to scheduled return date.

25.03 Services and Seniority Continuation while on Maternity and Parental (Adoption) Leave

While on Maternity or Parental or Adoption Leave, a permanent Employee shall continue to accrue and accumulate seniority credits at the same rate as before the leave for the duration of the leave and the Employee's seniority shall be deemed to be continuous. While on Maternity or Parental Leave, the Employee shall continue to accrue service credits for the purpose of vacation accrual entitlement only.

25.04 Return from Maternity and Parental (Adoption) Leave

- a) Upon return to work from a Maternity or Parental leave, the Employee shall be placed in their former position and be paid in accordance with their years in the field as per the wage grid. If the former position no

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longer exists, the Employee shall be placed in an equivalent position with an equivalent wage.

- b) Efforts will be made to have an Employee returning from a Maternity or Parental leave return to the shift, classroom and location they held prior to their leave. Employees who chose to extend their leave beyond 18 months will not be guaranteed the same shift, classroom or location they held prior to the leave.
- c) The Employee will confirm their return-to-work date in writing to the Executive Director at least 4 weeks in advance to the scheduled return date. Where an Employee fails to return to work within five (5) working days of the agreed upon return-to-work date, and there has been no contact made to the Executive Director by the Employee the Employer will consider the non-response as resignation, the Employees' employment will be terminated.

25.05 **Maternity 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 an expecting Employee or the performance of the Employee's work is materially affected by the pregnancy. Such action shall not be taken until the Employee has been advised of the Employer's concerns and is provided with the opportunity to furnish medical evidence establishing the Employee's ability to work.

25.06 **Maternity and Parental (Adoption) Leave Deferral**

If an Employee is entitled to Maternity or Parental (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 only one (1) interruption or deferral of the leave. The Employee is required to notify the Executive Director in writing as soon as possible if they are interrupting or deferring their leave.

ARTICLE 26 – PROFESSIONAL DEVELOPMENT LEAVE

26.01 **Professional Development Leave** - Each Employee shall be entitled to use up to two (2) days leave with pay per year for the purpose of attending a professional conference, meeting, ECE course or workshop relevant to their duties at St. Joseph's. Application shall be made to their Facility Director, and approval shall not be unreasonably withheld.

26.02 **Specialized Training** - Teachers can apply for up to four (4) days with pay away from their class duties to enhance their skills required to implement a program or enhance a specific skill set as required or recommended by the Employer.

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SECTION FIVE: JOB CHANGES AND SECURITY

ARTICLE 27 - JOB CLASSIFICATION AND RECLASSIFICATION

- 27.01 **Job Descriptions** – The Employer agrees to maintain descriptions for all positions and job titles for which the Union is bargaining agent. If the Union objects to a Job Description, the objection shall be forwarded to the Labour Management Committee for consideration at its next meeting.

- 27.02 **No Elimination of Present Position Titles** – Prior to eliminating present position titles, the Employer shall inform the Union of the proposed changes and the Union may present its concerns to both the Employer as well as the Labour Management Committee. The Employer shall not eliminate any position title in a bad faith, arbitrary or discriminatory manner.

- 27.03 **Changes in Position Titles** – When the duties or volume of work in any position titles are changed or increased, or where the Union and/or an Employee feels they are unfairly or incorrectly titled, or when a position not covered in Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the position title and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an Employee.

ARTICLE 28 – TRANSFER, VACANCY AND STAFF CHANGES

- 28.01 **Job Postings** – When a vacancy occurs or a new position is created, outside or inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards for a minimum of one week, so that all members will know about the vacancy or new position.

- 28.02 **Information Postings** – Such notice shall contain the following information: nature of position, physical qualifications i.e. heavy lifting, required skills/knowledge and education, skills, shift, wage or salary rate or range, closing date and date of the posting. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "St. Joseph's Children's Centre values, employment and educational equality and welcomes applications from diverse groups."

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- 28.03 Where qualifications are equal, seniority will govern. Applications from present Employees will be fully processed before any hiring decision is made.
- 28.04 **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 all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and termination of employment.
- 28.05 Where there is a vacancy, a permanent Employee may apply to transfer from their Centre or class to another, subject to operational requirements. Approval of such a transfer shall not be unreasonably withheld by the Employer. The Employer may transfer an Employee but they shall not be transferred in an arbitrary or discriminatory manner nor shall an Employee be transferred in bad faith. The Employer shall not transfer an Employee for disciplinary reasons. Employees will be given a minimum of two (2) weeks written notice of transfers by the Employer.
- 28.06 Where there is a vacancy and more than one Employee wishes to transfer, seniority will be the deciding factor in the decision as to whom to transfer subject to the requirement that the Employees wishing to transfer are of equal qualifications with respect to the job requirements. Where the Employees wishing to transfer are not of equal qualifications with respect to the job requirements, then the most qualified Employee shall be granted the transfer. Where only one Employee wishes to transfer, they must meet the job requirements of the position.
- 28.07 **Trial Period** – The Employer shall have the right within thirty (30) days of the transfer, without the Employee's consent, to return the Employee to their former Centre and position, if in the Facility Director's view the transfer is not in the best interest of the Centre. Any Employee(s) affected will also be returned to their former position unless mutually agreed. After thirty (30) days, the Employee will be deemed to be permanent in the position.
- 28.08 (a) A permanent Employee(s) may transfer into a term position of one year or longer and not lose their permanent status, rights or benefits during the length of the term position.
- (b) At the end of the term position the permanent Employee shall be returned to the position they held prior to the term. All others affected will return to their prior position with no loss of benefits or rights.

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ARTICLE 29 - JOB SECURITY

29.01 **Restrictions on Contracting-Out** – In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit Employee.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 **Present Conditions to Continue** – All rights, benefits privileges and working conditions which Employees now enjoy, receive or possess shall continue to be enjoyed and possessed in so far as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

30.02 **Continuation of Acquired Rights** – 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 31 - NO STRIKE OR LOCKOUT

31.01 The Employer agrees that there shall be no lockout and the Union agrees there shall be no strike during the life of this Agreement (Strike and Lockout as defined by the Trade Union Act).

ARTICLE 32 – AMALGAMATION, REGIONALISATION AND MERGER

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

- a) Employees shall be credited with all seniority rights with the new Employer.
- b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer.

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- c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer. Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employees.
- d) No Employees shall suffer a loss of employment as a result of merger.
- e) Preference in location of employment in the merged operation shall be on the basis of seniority.

SECTION SIX: END OF EMPLOYMENT

ARTICLE 33 - LAYOFFS AND RECALL

- 33.01 **Role of Seniority in Layoffs**
 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.
- 33.02 (a) Employees shall be recalled in the order of their seniority pending qualification to fill the position.
- (b) The Employer will provide a notice of recall by registered mail or email with a copy to the Union. The Employee is required to respond to the letter or email within 2 (two) days of receipt of notice to confirm their return-to-work date unless there are serious and exceptional factors outside of the Employee's control. Where an Employee fails to respond the Employer will consider the non-response as resignation, the Employees' employment will be terminated. It will be the responsibility of the Employee to keep the Employer informed of their current address and email address.
- 33.03 No new Employees shall be hired until those laid off have been given the opportunity of recall.
- 33.04 **Advance Notice of Layoff** – Unless legislation is more favorable to the Employees, the Employer shall notify Employees who are to be laid off ten (10) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this article, the Employee shall be paid for the days for which work was not made available, unless the reason the Employee was not able to work is beyond the Employer's control.
- 33.05 In the event of a layoff, the Employee may continue to pay 100% of cost shared benefits for as long as the plan permits.

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33.06 **Grievances on Layoffs and Recalls** – Grievances concerning layoffs and recalls shall be initiated at the last Step of the grievance procedure.

ARTICLE 34 – TERMINATION, DISCHARGE AND DISCIPLINE

34.01 (a) The Employer agrees it will not suspend, discharge or otherwise discipline an Employee who has completed their probationary period without just cause.

(b) Unless circumstances warrant otherwise, the process of progressive discipline will be followed.

34.02 An Employee is entitled to be accompanied by a Union representative when interviewed in the course of a disciplinary investigation. Upon advice from an Employee that they wish to be accompanied by a Union representative the Employer will set a time for a meeting that will permit the Employee to secure a Union representative. Up to two (2) days will be provided unless the matter requires immediate action.

34.03 The Employee will be advised in writing, with a copy to the Union, of any disciplinary action taken. Where an Employee is discharged or suspended, the Employer will provide the reasons in writing within five (5) days of the action.

34.04 Employees wishing to terminate their employment are required to give two (2) weeks' notice in writing or will only be entitled to vacation pay in accordance with the Labour Standard Code. Employees are encouraged to give four (4) or more weeks notice where possible, to provide the Centre with adequate time to make replacement.

34.05 (a) It is recognized that performance issues shall not be disciplinary in nature. When a concern with an Employee's performance exists, whether term, probationary or permanent, the Employer shall:

- (i) Provide the Employee with a statement of the standard of performance which is expected of them.
- (ii) Indicate when the Employee's performance is expected to meet the standard as set out in (i).
- (iii) Provide reasonable assistance to the Employee in attaining the standard.

(b) Where the Employee fails to achieve their performance standards as stated in 34.05 (a), or where the Employee has recorded accumulated deficits in their performance, the Employer may treat the matter as disciplinary in nature.

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- (c) If such an Employee fails to bring their work up to the required standards by a given date, the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the Employee involved, with a copy to the Employee's Steward. A Shop Steward will be in attendance at any meetings with an Employee regarding any performance issues.
- 34.06 Termination by the Employer may be made at any time during the probationary period.
- 34.07 Terminations shall be made in writing and a copy will be forwarded to the Union.

SECTION SEVEN: GENERAL INFORMATION

ARTICLE 35 – PERSONNEL RECORDS

- 35.01 The Employer agrees that each Employee will have two personnel files. One will contain only required licensing information needed on location at all times, while the other will contain all notes, references and payroll information and documents pertaining to the Employee.
- 35.02 (a) **Personnel Records** - An Employee shall have the right to have access to, and to review, their personnel record. Such access may only occur once in any given six (6) month period or when a grievance has been filed. An Employee shall have the right to make copies of any material contained in her personnel record at the time that the record is viewed. Any information from the personnel record used at a hearing may be contested at the hearing with respect to its relevancy.
- (b) The Employer holds two files on each Employee. The "personnel file" is held at the main office to which houses all personnel information on an Employee including discipline, qualifications, application, training, accommodations, sick leave information, etc. as well as all payroll information. This is the file referred to in a). The second file is at the centre where the Employee works. This file would only include information required for licensing as well as the most current Employee Status Form. It can be viewed by the Department of Education and Early Childhood Development Inspectors.
 - (c) All documentation on an Employee's personnel file relating to discipline or performance concerns will be marked accordingly.
 - (d) Employees will be informed of all discipline and performance documentation placed on their personnel file. Employees will be

provided with a copy of all discipline and performance documentation placed on their personnel file and they will sign an acknowledgement of receipt of the documentation. Acknowledgment of receipt will not be considered as acceptance or agreement of the discipline or the performance concern but will only reflect the fact that they have received the documents.

- (e) For the purposes of the grievance and arbitration provisions of this agreement, the date upon which an Employee is notified that a discipline or performance document has been placed on file shall be the date from which the time shall run for the filing of a grievance or arbitration.
- (f) An Employee shall be entitled to review their personnel file, with a member of management and a representative of the Union. In addition, an Employee shall be entitled to review their personnel file, with a member of management, in each instance that a disciplinary or performance concern is placed on their file.

ARTICLE 36 - GENERAL CONDITIONS

- 36.01 Accommodation shall be provided for Employees to have their meals and store and change their clothes.
- 36.02 **Bulletin Boards** - The Employer shall provide reasonable sized (minimum 24" by 36") bulletin boards which shall be placed so that all Employees will have access to them 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.
- 36.03 **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 37 - MANAGEMENT RIGHTS

- 37.01 **Management Rights** - The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement.

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ARTICLE 38 - CORRESPONDENCE

- 38.01 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director and the Unit Vice-President or their designates and the CUPE Representative, as necessary.

ARTICLE 39 - MEMBER OF THE BOARD

- 39.01 **Board Member** - The Union shall have the right to elect or appoint one (1) member to the Board of St. Joseph's who shall attend without loss of pay. Said member shall neither vote nor be privy to any deliberations, decisions, or documents relating to collective bargaining or to matters involving the relationship between the Union and the Board.
- 39.02 A copy of annual financial statements shall be given to the Union Vice-President within two (2) days of being presented at the Board.

SECTION EIGHT: GRIEVANCE AND ARBITRATION

ARTICLE 40 - GRIEVANCE PROCEDURE

- 40.01 (a) The Parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. The Parties are encouraged to attempt to address problems without resorting to a formal grievance procedure whenever possible. Informal discussions can take place throughout the grievance process.
- (b) The Parties agree that the grievance procedure will be treated with respect and further agree that all complaints will be dealt with in a fair, reasonable and expeditious manner.
- 40.02 **Definition**
A grievance shall be defined as any difference arising out of the interpretation application administration or alleged violation of the collective agreement, or in a case where the Employer or an Employee is alleged to have acted unjustly, improperly or arbitrarily.
- 40.03 **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.

40.04 The Union shall notify the Employer in writing of the names of each Steward before the Employer shall recognize them. The Union will notify the Employer at the next Labour Management meeting after the change is made.

40.05 **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.

40.06 **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, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full time 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 their Facility Director, such permission shall not be unreasonably withheld.

40.07 The griever has the right to attend at each step of the procedure.

40.08 **Informal Step. Step One**

(a) The aggrieved Employee(s) will inform their Shop Steward or member of their grievance committee of the complaint within fifteen (15) days of the occurrence or the circumstances giving rise to the complaint.

(b) If the Steward and/or Grievance Committee consider the complaint to be justified, they shall first meet with the Facility Director to discuss the complaint and seek to settle the complaint with the Facility Director. The Facility Director shall respond within three (3) working days.

In the event the complaint is not resolved, or if the grievance is concerning the Facility Director, the remaining steps of the grievance procedure may be invoked.

40.09 **Step Two**

Failing settlement at Step 1 or if the grievance is concerning the Facility Director, the Union may submit the grievance in writing to the Executive Director (or thier designate) within ten (10) working days from the informal meeting. The grievance shall be in writing on a

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grievance form and shall contain the nature of the grievance and the remedy being sought. A meeting will 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 the meeting.

40.10 **Step Three**

Failing settlement at Step 2 the Union may submit the grievance in writing including the particulars of the grievance and the redress being sought to the Chairperson of the Board of Directors within ten (10) working days of the response of Step 2. The Chairperson of the Board shall deliver their response in writing to the Union within thirty (30) working days.

40.11 **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 thirty (30) working days of the receipt of the decision of the Chairperson of the Board of Directors.

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

40.13 **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.

40.14 **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 bypassed.

40.15 **Union/Employer Grievance**

The Union or Employer 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 30 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 or Employer.

40.16 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 or 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 25.

40.17 **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 at the third step of the grievance procedure for preferred handling.

40.18 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.

40.19 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.

40.20 **Replies in Writing**

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

40.21 **Facilities for Grievances**

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

40.22 **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.

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

40.24 In all matters related to grievances and arbitration, time shall be of the essence.

ARTICLE 41 - ARBITRATION

41.01 When either Party wishes to submit a grievance to arbitration, it shall inform the other Party within 30 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.

41.02 If the Party receiving the notice fails to respond in five (5) working days or if the Parties fail to agree on a single arbitrator in ten (10)

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working days, either party may then request the Minister of Labour and Advanced Education to appoint one.

- 41.03 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. The Parties agree to have the arbitrator act in the role a mediator/arbitrator as anticipated by the Trade Union Act of Nova Scotia.
- 41.04 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.
- 41.05 Each Party shall pay one-half of the fees and expenses of the sole Arbitrator.
- 41.06 The decision of the Arbitrator shall be final and binding on both Parties.
- 41.07 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.
- 41.08 Either Party may seek clarification of the Arbitrator decision.
- 41.09 Employees involved in the grievance and arbitration procedure shall not suffer any loss of wages or benefits during such process.
- 41.10 At any stage of the arbitration process, the Parties shall have the assistance of the Employee(s) involved. Only one (1) Employee per classroom would be allowed to leave at any one time.

SECTION NINE: COMMITTEES AND JOINT RELATIONS

ARTICLE 42 - LABOUR MANAGEMENT COMMITTEE

- 42.01 **Establishment of Committee** – A Labour Management Committee shall be established consisting of one member from the Union and one Facility Director, from each location. 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.
- 42.02 **Function of Committee** – The committee shall concern itself with the

following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
- b) Improving and extending services to the public.
- c) All matters concerning the enforcement of the N.S. OHS Act.
- d) Review and consider suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
- e) Correcting conditions causing grievances and misunderstandings, which can be mutually resolved in a timely manner, but not grievances themselves.

42.03 **Meetings of Committee** - The Committee shall meet monthly from January to June and September to November 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.

42.04 **Chairperson of the Meeting** - An Employer and Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

42.05 **Minutes of Meeting** - Minutes of each meeting of the Committee shall be prepared and signed by both chairs before being posted at each location. The minutes shall be posted in each location within (10) days of the meeting.

42.06 **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.

42.07 The Committee shall have the right to alter its jurisdiction within the confines of this Agreement.

ARTICLE 43 - LABOUR MANAGEMENT BARGAINING RELATIONS

43.01 **Representation** - The Union will supply the Employer with a list of officers who are entitled to represent the Union at meetings with the Employer. Likewise, the Employer will supply the Union with a list of

supervisory personnel. The Employer shall not bargain with or enter into an agreement with any Employee or group of Employees which may conflict with this Agreement.

- 43.02 **Union Bargaining Committee** - A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the members to the committee.
- 43.03 **Representative of the Union** - The Union shall have the right at any time to have assistance of representatives of the Canadian Union of Public Employees when dealing with grievances or negotiating with the Employer.
- 43.04 **Time Off for Meeting** - Any member of the Union bargaining committee shall have the right to attend meetings with the Employer held within working hours without loss of pay or benefits.
- 43.05 The Employer shall make available to the Union bargaining committee, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans.

ARTICLE 44 – HEALTH & SAFETY COMMITTEE

- 44.01 **Joint Occupational Health and Safety (JOSH) Committee**- A joint occupational health and safety committee will be established and will function in accordance with the provincial statute on health and safety. The committee will have representation from each site. The Parties agree that the current practice of Labour Management Committee fulfilling responsibility for Occupational Health and Safety as part of its mandate will continue.
- 44.02 **Safety Equipment** - Employees shall be supplied with all the necessary safety equipment.
- 44.03 **Investigating of Accidents** - The JOSH 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.
- 44.04 **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.
- 44.05 **First Aid Kits** - A first aid kit shall be supplied by the Employer and

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placed in an appropriate location at each site for the use of all Employees.

44.06 **Storm Closure**

- a) There shall be no loss of pay or benefits to Employees scheduled to work and the Centre is closed due to storms or hazardous conditions, provided that the Department of Education and Early Childhood Development pays for the day.
- b) If a person is scheduled for a vacation day, and the centre is closed prior to any shift beginning for that day due to a mandatory, emergency, or storm shut down (closure) the Employee shall not have that day taken from their allotment of vacation time if they had not already previously commenced an approved series of consecutive vacation days as per article 15.14.
- c) If a person is scheduled for a sick day, and the centre is closed prior to any shift beginning for that day due to a mandatory, emergency, or storm shut down (closure) the Employee shall not have that sick day taken from their allotment of sick time.

SECTION TEN: TERM OF AGREEMENT

ARTICLE 45 - TERM OF AGREEMENT

- 45.01 **Duration** – This Agreement shall be binding and remain in effect from January 01, 2025 to March 31, 2026, and shall continue from year to year unless either party gives to the other party notice as provided in Article 45.03 that it desires its amendments.
- 45.02 **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.
- 45.03 **Notice of Changes** – Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party. Within twenty (20) working days of receipt of such notice, the Parties are required to enter into negotiations for a new Agreement, unless otherwise mutually agreed.
- 45.04 **Retroactive Pay for Terminated Employees** – An Employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other perquisites.

SCHEDULE "A"

SCHEDULE A		April 1, 2025 – 2%			
Province of Nova Scotia					
Early Childhood Educator (ECE) Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 yrs+ (Maximum)
Level 1	\$24.06	\$24.79	\$25.53	\$26.30	\$27.08
Level 2 / School Age Approval	\$25.93	\$26.71	\$27.51	\$28.34	\$29.19
Level 3	\$26.86	\$27.67	\$28.50	\$29.36	\$30.24
Non ECE Classified Positions					
No Training/ Entry Level	\$20.00				

*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.

At no time will an Employee covered under this agreement be paid less than \$1.00 over minimum wage

All St. Joseph's Children's Centre Employees covered under this agreement will receive any salary / wage increases for which funding is provided to St. Joseph's Children's Centre by the Department of Education and Early Childhood Development, where the terms / conditions of such funding are to be directed to salary /wages and will be issued to Employees on the date as outlined by the terms and conditions.

All increases issued to the Provincial Wage Scale by the Dept. of Education and Early Childhood Development will be given to all Employees covered under this Collective Agreement who are paid under the Provincial Wage Scale as per the funding terms and conditions. Those Employees listed under Schedule A who are not considered paid under the Provincial Wage Scale (No Training / Entry Level) will receive the same increase.

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