

Collective Agreement

Between

Nova Scotia Early Childhood Development Intervention Services

and

Canadian Union of Public Employees Local 5054

April 1, 2021 to March 31, 2024

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ARTICLE 1 PREAMBLE

- 1.01 Nova Scotia Early Childhood Development Intervention Services and Canadian Union of Public Employees, Local 5054 recognize the common objective of supporting and providing a range of programs and services to Nova Scotia families of young children with developmental delays in accordance with the Employer's mandate.
- 1.02 The purpose of this Agreement is to maintain and improve harmonious relations and to settle conditions of employment, to promote the morale, well-being and security of all members of CUPE Local 5054, to encourage efficiency in operations and ensure that the Employer can continue to provide high quality programs and services to families of young children with developmental delays now and into the future.
- 1.03 Further, the Parties recognize the mutual value of joint discussions and negotiations, and agree that they shall exercise their respective rights under this Agreement fairly and reasonably, in good faith and without discrimination, and in a manner consistent with the provisions of this Agreement.
- 1.04 This preamble is intended as a guide only.

ARTICLE 2 – DEFINITIONS

2.01 Definitions

For the purposes of this Agreement, the following definitions will apply:

- a) "Bargaining Unit" means all Employees of the Employer, save and except the Executive Director, Regional Directors, Caseload Managers, Executive Assistant, Accounting Administrator, Students, Learning & Development Specialist, Data Management Specialist, Coach Team Lead, Director of Intervention Services, and other persons hired under a grant who do not perform the duties of Employees and those excluded by Section 2 (2) paragraph (a) and (b) of the Trade Union Act.
- b) "Board" means the Board of Directors of Nova Scotia Early Childhood Development Intervention Services (NSECDIS).
- c) "Employee" means a Full-time, Part-time or Temporary Employee who is a member of the Bargaining Unit and who is included in the Labour Board Certification Order LB- 1123.

- d) "Employer" is Nova Scotia Early Childhood Development Intervention Services (NSECDIS).
- e) "Full-Time Employee" means an Employee of NSECDIS who is regularly scheduled to work thirty-five (35) hours a week.
- f) "Grievance" means any dispute arising out of the interpretation, application, administration, or an alleged violation of this Agreement.
- g) "Layoff" means a reduction in the Employer's workforce or an Employee's regularly scheduled hours of work by the Employer.
- h) "Overtime" means the time worked by an Employee over the Employee's regularly scheduled hours of work.
- i) "Part-Time Employee" means an Employee who is regularly scheduled to work less than thirty-five (35) hours per week. Part-Time Employees will have all benefits and compensation (including but not limited to their vacation, holiday and sick leave) pro-rated in accordance with their hours of work. For clarity, pro-ration for Part-Time Employees does not apply to their enrolment in, or receipt of benefits from, the Employer's Group Benefits Plan pursuant to the Plan text or participation in any retirement plan (the RRSP).
- j) "Region" means one of the eight Regions in Nova Scotia in which the Employer operates, including Annapolis Valley, Cape Breton Victoria, Chignecto Central, services aux Acadiens et aux francophones (SAF), Halifax, South Shore, Strait, and Tri County.
- k) "Seniority" means an Employee's length of service in the Bargaining Unit commencing as of the Employee's most recent date of employment, and includes consecutive years of service with the Employer or previous Nova Scotia Early Intervention programs prior to the certification or recognition of the Union, or the various Pyramid Model programs in Nova Scotia since 2018.
- l) "Seniority List" means a list showing the current classification and the most recent date of employment with adjustments as per the Collective Agreement.
- m) "Supervisor" means either Regional Director(s) or the Executive Director.
- n) "Temporary Employee" means an Employee hired from outside the Bargaining Unit for a designated period of time, including Employees hired as a result of an Employee's leave of absence, or through external funding arrangements, not including grants. Temporary Employees shall be covered

by the provisions of this Agreement.

- o) "Temporary Position" means a position with the Employer which is temporary in nature.
- p) "Union" is Canadian Union of Public Employees (CUPE) Local 5054.
- q) "Union Bargaining Committee" shall mean a committee of three (3) Employees plus a CUPE Representative whose purpose is to negotiate all matters pertaining to the Collective Agreement. The Bargaining Committee will be made up of one member from each of the largest classifications, whenever possible.
- r) "Union Grievance Committee" means a committee of members of the Local as per the Bylaws of Local 5054.
- s) "Union Officers" means the President, Vice-President, Recording Secretary, Secretary-Treasurer, Regional Vice-Presidents of the Union and Shop Stewards.
- t) "Shop Steward/Steward/Union Representative" are terms which are interchangeable within the confines of this Collective Agreement. They refer to a representative of the Union who has been granted the authority by the Local to represent a member of Local 5054. They can hold office in the Local or be a Shop Steward or a representative of CUPE National.
- u) "Work Stoppage" means any strike or lockout as defined in the Trade Union Act.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The Union agrees that it is the exclusive right of the Employer to manage its business and to direct its working forces except where these rights have been specifically modified by the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and arbitration procedure. The Employer rights include, but are not limited to, the right to:

- a) plan, organize, direct, and control operations;
- b) schedule and assign work to Employees;

- c) determine the means, methods, processes, and schedule of operation;
- d) establish and require Employees to observe the Employer's policies, procedures, rules and regulations;
- e) hire, lay off, promote, recall, or transfer Employees;
- f) discontinue jobs;
- g) discipline, suspend, demote, and discharge Employees with just cause; and
- h) determine the qualifications and abilities required for each position and whether applicants possess these qualifications and abilities.

The Employer shall exercise its rights in a fair, reasonable and non-arbitrary manner.

3.02 New Rule or Policy

The Employer will provide the Union with written notice of the establishment of any new rule or policy which will apply to any Employee(s) in the Bargaining Unit.

3.03 Consistent

The rights reserved to the Employer herein are subject to all other provisions of this Agreement and will be exercised in a manner that is consistent with the terms of the Agreement.

ARTICLE 4 - RECOGNITION AND NEGOTIATION

4.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Employees and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

4.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit, excluding Regional Directors, Coach Team Leads and Caseload Managers as outlined in

their 2018 job description, shall not work on any jobs which are included in the Bargaining Unit except in cases mutually agreed upon in writing by the Parties.

4.03 No Other Agreements

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

4.04 CUPE Representation

The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees (CUPE) or any other advisors when dealing or negotiating with the Employer. After notice in writing has been given to the Employer such representative(s)/advisor(s) shall have access to the Employer's premises, subject to operational requirements, in order to deal with any matters arising out of this Collective Agreement.

4.05 Union Officers/Committee Members

- a) Union Officers shall be entitled to leave their work during working hours, with no loss of regular pay, in order to carry out their functions under this Agreement, including the investigation and processing of Grievances, attending Labour Management Committee meetings, or other meetings with the Employer, and participation in negotiations, mediation, arbitration, and other matters arising under this Collective Agreement.
- b) Permission for a Union Officer to leave their work during working hours in order to carry out their functions under this Agreement shall first be obtained, in writing, from their immediate Supervisor. For attendance at any meetings with the Employer, regarding contract negotiations, Grievances, mediation and arbitration, permission will be requested by a Union Officer at least one (1) day in advance. Such permission shall not be unreasonably withheld.
- c) All work time spent by Union Officer(s)/ Committee Member(s) performing their duties under this Collective Agreement shall only be considered paid time worked where specifically provided for in this Collective Agreement.
- d) Overtime is not accumulated for Employees for time spent performing Union functions.

4.06 Union Meetings

The Union may request use of the Employer's premises for the purpose of Union meetings during lunch or before/after work hours without cost to the Union. Such requests shall not be unreasonably denied.

4.07 Annual General Meeting

At the annual general meeting the Employer shall provide an opportunity for the Union to hold a membership meeting.

4.08 Union Education

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 during the Employees' lunch period or following the regular working day. Requests for approval must be made at least ten (10) working days in advance. Such request will not be unreasonably denied.

4.09 Union Communication to Members

- a) The Employer shall provide bulletin boards (electronic and physical, where space allows) in the workplace to which all Employees will have access 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.
- b) Union Representatives are entitled to distribute union literature during non-working hours.

4.10 Employer and Union Correspondence

- a) All correspondence or copies thereof between the Parties required by this Agreement shall pass to and from the Executive Director or their designate and the President of the Union, the CUPE National Representative, or Employee as appropriate with a copy to the Recording Secretary of the Union, or their designate.
- b) Correspondence between the Employer and Employees with regards to discipline, letters of appointment to positions, assignments of additional responsibilities and/or hours (as well as when additional hours of work and/or responsibilities are removed), transfers, approvals for leave, Layoffs and recall, resignations, retirements, deaths, or other terminations of employment shall pass between the Supervisor and Employee, with a copy to the

Recording Secretary of the Union or designate. In all cases, notice shall be provided to the Union within seven (7) days of such occurrences.

4.11 Contact and Title Information

The Union will provide Management with the name and title of appointed representatives in a timely manner.

The Employer shall provide the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

4.12 Member Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. To the extent that the information is available to the Employer, the list will include each person's name, home mailing address, home telephone number or cellular number and personal email address.

The Employee contact list will be provided regionally to the Union contact designated by the Local Executive on April 1 of each year.

4.13 Work Site Access

In addition to 4.04, upon providing notice in writing to the Employer, the Representative designated by the Union will be given access to work sites to meet with Employees covered by this Collective Agreement before or after work, during their meal and other scheduled breaks, whether paid or unpaid.

ARTICLE 5 – UNION MEMBERSHIP AND UNION DUES

5.01 New Employees

The Employer agrees to acquaint new Employees with the fact that this Agreement is in effect. The Employer shall notify the Employee that Union dues are part of the deductions in the orientation process. On commencing employment, the Employee's Supervisor shall provide contact information to the Employee of their Union Representative. A Union Representative shall be given an opportunity to meet with each new Employee for a maximum of thirty (30) minutes during the first six (6) weeks of employment, within regular working hours without loss of pay, for the purpose of acquainting the new Employee with the benefits and duties of Union membership (including those provisions dealing with Union security and dues) and their responsibilities and obligations to the Employer and the Union. This meeting shall whenever possible take place as part

of the new Employee orientation process and will be noted in the orientation checklist.

5.02 All Employees to be Members

All Employees shall, as a condition of employment, become and remain members in good standing of the Union, in accordance with the Constitution and By-laws of the Union.

5.03 Union Dues

- a) The Union must advise the Employer in writing of the amount of the dues, and the Employer shall deduct from every Employee's earnings any dues, initiation fees, or assessments levied by the Union on its members. Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Boulevard, Ottawa, Ontario, K1G 0Z7 no later than the 15th of the month following the month for which deductions were made accompanied by a list of names, addresses and classification of Employees from whose wages the deductions have been made. A copy of this list shall be forwarded to the Secretary-Treasurer of the Local.
- b) The Employer and the Union may choose to set up electronic payment of Union dues to be paid monthly. Information on the members, as above, would be forwarded electronically through email.

5.04 Liability

The Union will save the Employer harmless from any claims that may arise from any deductions from the Employee's wages pursuant to this Article or any action taken at the request of the Union.

5.05 Income Tax Slips

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

ARTICLE 6 - HUMAN RIGHTS

6.01 No Discrimination

The Parties agree that there shall be no discrimination with respect to any Employee in respect of age, race, colour, religion, creed, sex, sexual orientation,

gender identity, gender expression, physical disability or mental disability, an irrational fear of contracting an illness or disease, ethnic, national or aboriginal (indigenous) origin, family status, marital status, source of income, political belief, affiliation or activity, nor an Employee's association with another individual or class of individual having characteristics referred to above, or any other reason or ground covered under the Nova Scotia *Human Rights Act*.

6.02 No Harassment

The Employer shall provide, and the Union and Employees shall support, a workplace free from harassment including personal, sexual, and harassment based on the protected grounds set out in Article 6.01. The Employer shall maintain a policy on workplace harassment.

6.03 Grievance

Any complaint of discrimination or harassment may be the subject of a Grievance which shall be processed in accordance with the Grievance procedure.

6.04 Employment Legislation

Any claim by an Employee or the Union pertaining to an alleged violation of any applicable employment or labour relations legislation may be the subject of a Grievance, and shall be processed in accordance with the Grievance Procedure.

6.05 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each Employee. Employees will not be asked or required to perform tasks for a Supervisor/Caseload Manager/Coach Team Lead which are not connected with the operations of the Employer.

6.06 Absenteeism

Discipline based on excessive absenteeism will be in compliance with the Nova Scotia Human Rights Act.

6.07 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value.

ARTICLE 7 – CORRESPONDENCE WITH THE NSECDIS BOARD

7.01 Correspondence with the NSECDIS Board

- a) The Employer agrees that any resolutions, policies, by-laws, or rules and regulations adopted by the Board, as well as any final reports or recommendations made by the Board, which directly affect Employees within the Bargaining Unit, and which are not determined by the Board to be of a confidential nature or pertaining to personnel matters, shall be sent to the Recording Secretary or designate of the Local within thirty (30) days.
- b) The Union will be invited, at the Board's discretion, to provide input to the Board regarding policy matters that directly affect Employees. When invited to provide such input, the Union shall do so in writing within ten (10) days.
- c) If the Union wishes to make a presentation to the Board on a matter that cannot otherwise be addressed through the Grievance/Arbitration process or through the Labour Management Committee, it may do so by giving the Board at least one month notice in advance of the Board's next scheduled Board meeting. Union presentations at the Board meetings will be limited to thirty (30) minutes unless otherwise agreed.

ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE

8.01 Establishment of Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both Parties.

The Committee shall consist of five (5) Bargaining Unit Employees and five (5) members from Management. Once notice is provided to either Party, one of the five (5) members from the Union can be a CUPE Representative, and one of the five (5) members from Management can be a Board member, or legal representative. Members of the Committee may alternate between meetings with the exception of the Executive Director and the Union President/Vice President. The Union or Employer shall reserve the right to request a Board Member/legal representative or CUPE Representative to attend in addition to their five (5) committee members.

8.02 Function of the Committee

The purpose of the Committee is to foster good communication amongst the Parties. Matters of discussion shall include issues of mutual concern, including

addressing conditions with potential to cause misunderstandings or Grievances. Active Grievances will not be discussed. 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, its members, or the Employer to any decision or conclusions reached in their discussions, but has the power to make recommendations to the Parties.

8.03 Meetings of Committee

The Committee shall meet at least once quarterly at a mutually agreeable time and place. The Executive Director and Union President/Union Vice-President or designate shall be designated as joint chairpersons and shall alternate in presiding over meetings. Meetings can take place using electronic communication systems, with at least one meeting being held face-to-face each year. Its members shall receive a notice and agenda of the meeting from the joint chairpersons at least forty-eight (48) hours in advance of the meeting. The joint chairpersons shall agree on each agenda before distribution. Employees who attend meetings of the Committee shall not suffer any loss for time spent in Committee meetings with the Employer during working hours. Additional meetings may be scheduled by mutual agreement on an as needed basis.

8.04 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive signed copies of the minutes within ten (10) working days following the meeting. A copy of these minutes will be posted electronically and on the Local 5054 bulletin board in each site where possible.

8.05 Use of NSECDIS Equipment

The Committee members may use NSECDIS email, computers, and copiers for distribution of agenda, minutes, correspondence to appropriate Parties, and for taking part in Labour Management meetings and meetings related to sub-groups of the Committee.

ARTICLE 9 – WAGES AND ALLOWANCES

9.01 Payment of Wages and Allowances

a) Time Cards:

Employees will be required to complete their time cards on a bi-weekly basis.

b) Pay Days:

The Employer shall pay salaries and wages as set out in Appendix A of the Collective Agreement every second Thursday. On each pay day, each Employee shall be provided with an itemized statement of their wages, and other supplementary pay and deductions.

c) Deductions:

The Employer may not make deductions from wages or salaries unless authorized by Statute, court order, Arbitration order or by this Agreement. Overpayment shall be recovered in a fair and reasonable manner which is mutually agreed upon.

d) Error or Omission:

Any errors or omissions on an Employee's regular cheque or any supplementary cheques shall be adjusted no later than two (2) working days after the error has been brought to the Employer's attention. Any Employer-related errors in enrollment to benefit plans, withholdings, or additional taxes paid or any adjustment shall be fixed within five (5) working days and the Employer shall bear the cost of any adjustment that is required to make the Employee whole.

e) Changes:

When an Employee is hired and/or when there are any changes to their hours of work/status, the Employer shall ensure that all the appropriate adjustments are made to all aspects of the Employee's pay and benefits, including enrollment in any benefit packages available to the Employee.

f) Cell Phones:

The Employer will provide organization-issued cell phones and plans to those Employees employed in the role of Developmental Interventionist or Inclusion Coach. As part of the Employer's OHS safety protocol, a safety cell phone will

be made available at key sites within a Region, and as needed for Regional Administrative Assistants who regularly travel between sites as part of their assigned duties and responsibilities.

g) Expenses:

Any work-related expenses, including travel, must be submitted by Employees on a bi-weekly basis with their stats and will be paid through direct deposit with their pay. The total expenses paid will be noted on the itemized pay statement.

h) Mileage:

The mileage rate will be equal to the government rate as of April 1 of each year for all work-related travel.

9.02 Pay on Temporary Transfer, Higher Rated Job

a) Inside the Bargaining Unit:

When an Employee temporarily performs the principal duties of a higher paying position within the Bargaining Unit, the Employee will receive the rate of pay for the position. The Employee will maintain their vacation and benefits based on the hours worked while in the position.

b) Outside the Bargaining Unit:

While working temporarily outside of the Bargaining Unit an Employee will not pay Union dues on the monies earned. While working in this position the Employee will maintain their employment status, will not continue to accumulate Seniority but will maintain their Seniority as per Article 17 and will continue to be eligible for RRSP benefits and benefits under the Group Insurance Plan.

9.03 Pay on Transfer, Lower Rated Job

When an Employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate (except in circumstances where additional responsibilities have been removed), their rate shall not be reduced. If the Employee requests to move to a position paying a lower rate and the Employer grants this request, the Employee shall be paid the regular rate of pay associated with that position unless the transfer is requested due to a temporary medical accommodation not to exceed three (3) months unless mutually agreed.

9.04 Legal Fees

If an Employee commits an error or omission while acting within the scope of their duties with the Employer, the Employer shall pay all costs that arise from the error or omission that are covered by the Non-Profit Entity Management Liability and Errors and Omissions Insurance Policy. All Employees will be covered by the Employer's Insurance Policy.

9.05 Lunch

The cost of lunch may be claimed by Employees in accordance with NSECDIS policy.

9.06 RRSP

If the Employee agrees to participate, the Employer shall contribute a maximum of up to three (3) percent (3%) of the Employee's salary, to be matched by the Employee into an RRSP account. The Employee may contribute more than three (3) percent (3%) if they choose to.

ARTICLE 10 - HOURS OF WORK

10.01 Daily Hours

- a) The regular hours of operation are Monday to Friday, opening at 8:30 am and closing at 4:30 pm. Employees shall not work later than 4:30pm nor before 8:30 am unless the parties mutually agree.
- b) All Employees shall have a one (1) hour unpaid lunch break unless the Employer and Employee mutually agree otherwise in accordance with Article 10.02, and in no case will a lunch break be for less than thirty (30) minutes.
- c) No Employee shall have fewer breaks than those required under the Nova Scotia Labour Standards Code. Employees are responsible to ensure that they take breaks to which they are entitled under this Article.

10.02 Modified Hours of Work

- a) An Employee may request a modification to their hours of work, as long as such a modification does not reduce or increase an Employee's regular contracted weekly hours. The parties shall then meet to discuss the options for the modification of their hours of work. Written requests to receive modified hours of work shall be considered based on impact to service delivery and program operations, as well as Region-specific considerations.

Such requests will not be unreasonably denied. A trial period of three (3) months may be used to assess the impact on service delivery and/or program operations.

- b) Any modification of hours of work in place at the time of signing this Agreement shall remain in effect unless mutually agreed between the parties or unless the Employee changes their position within the Bargaining Unit.
- c) When an Employee with modified hours of work applies for and is successful in a posting in the bargaining unit, their hours of work will be reviewed to ensure the modification remains operationally feasible. A trial period will be provided in accordance with 10.02a).

10.03 Mandatory Meetings, Training and/or Events

Dates of all mandatory meetings, training, and/or events shall be provided to Employees with at least two (2) months' notice, notwithstanding rescheduling of a meeting as required.

ARTICLE 11 - OVERTIME

11.01 Approval of Overtime

- a) Employees may from time to time be required to work Overtime.
- b) Any and all hours worked in excess of an Employee's regularly scheduled hours of work must be approved by a Supervisor before it will be recognized as Overtime.
- c) Employees are encouraged to discuss expected Overtime in advance with their Supervisors for preapproval. If it is not possible to contact a Supervisor to obtain preapproval, the Employee will inform their Supervisor of the Overtime hours worked as soon as possible following the Overtime hours worked. The request for approval in the form of a reporting system must in all cases be made prior to the end of the pay period.
- d) Acceptable reasons for requesting or working Overtime include home or community consultation visits; team/work meetings; training/professional development; travel; family/community/public relations events; or time-sensitive administrative tasks. Additional reasons may be considered by a Supervisor on a case-by-case basis.

11.02 Lieu Time

Every Employee is entitled to one (1) hour of lieu time for each and every approved hour worked in excess of the Employee's regularly scheduled hours of work. Lieu time hours earned during the year will accumulate in an Employee's lieu time bank and are to be used during the fiscal year in which they are earned. Any lieu time stored in an Employee's lieu time bank not used by year end (March 31) will not be carried over into the following year. Lieu time will begin to accumulate from zero beginning April 1 of each calendar year.

11.03 Earning Overtime

Hours worked for the purpose of Overtime include regular hours worked, paid sick leave, paid vacation and paid holidays. An Employee shall not have regularly scheduled hours taken from them to equalize any Overtime worked.

11.04 Attendance at Special Events

The Employer may require mandatory attendance at special events (such as family events) outside of the Employee's regularly scheduled hours of work with notice provided pursuant to Article 10.03. Exemptions for attendance will not be unreasonably denied by the Employer should there be extenuating circumstances. All other special events organized by the Employer and held outside of the Employee's regularly scheduled hours of work will be voluntary. Employees who attend any events outside of work hours (not including social events) will be entitled to one (1) hour of lieu time for each and every hour of travel time (if the Employee is required to travel more than thirty (30) minutes from their site to attend), attendance, set up, and/or clean up, as applicable.

ARTICLE 12 – PAID HOLIDAYS

12.01 Paid Holidays

The Employer recognizes any day declared or proclaimed as a holiday by the federal, provincial or municipal government as a paid holiday, including the following:

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

12.02 Eligibility

In order to be eligible for the paid holidays listed above, an Employee must have:

- a) worked a minimum of eight (8) days in the thirty (30) consecutive calendar days preceding the holiday; and
- b) worked on the last scheduled day or shift prior to the holiday; and
- c) worked on the first scheduled day or shift after the holiday.

12.03 Holidays Falling on a Saturday or Sunday

As long as the conditions in Article 12.02 are satisfied, when any of the above noted paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, it shall fall on the next working day.

12.04 Compensation for Paid Holiday Falling on A Scheduled Work Day

When any of the above noted paid holidays to which an Employee is entitled pursuant to this Article falls on an Employee's scheduled work day, the Employee shall receive a day off with pay. Full-Time Employees shall be entitled to a full day's pay. Part-Time and Temporary Employees shall be entitled to pay based on the average hours paid per day over the thirty (30) consecutive calendar days preceding the holiday.

12.05 Time Off for Paid Holidays Falling on Scheduled Day Off

When any of the above noted paid holidays to which an Employee is entitled pursuant to this Article falls on an Employee's regularly scheduled day off, only Employees who regularly work more than seventeen and a half (17.5) hours per week will be entitled to receive another day off with pay based on the average hours paid per regularly scheduled work day over the thirty (30) consecutive calendar days preceding the holiday. Such time off to be taken at a time mutually agreed by the Employee and the Employer, within the next thirty (30) days.

12.06 Work on a Paid Holiday

The Employer will never require an Employee to work on a paid holiday to which the Employee is entitled under this Article. If an Employee chooses to work on a paid holiday, the Employee will only be entitled to one day's pay, and will not receive an additional day off in lieu.

12.07 Observation of Alternate Holidays

Employees who observe different cultural or religious holidays than those listed in 12.01, shall meet with the Executive Director and Union Representative to discuss possible alternatives.

12.08 Christmas/New Year Closure

Christmas/New Year closure includes all days between Christmas Day and New Year's Day and shall be time off with pay as described in Appendix C. The beginning date of the closure will be at the sole discretion of the Executive Director; however, in no circumstance shall it be later than noon on December 24 when it falls on a regular scheduled work day. Employees who work less than a full day would work a half day.

ARTICLE 13 – VACATION

13.01 Yearly Vacation Allotment

An Employee shall receive within each fiscal year an annual vacation with pay in accordance with the Employee's years of employment as follows:

Years of Service	Vacation Entitlement
Less than one year	1.25 days per month worked
One year or more	15 days
Five years or more	20 days
Ten years or more	25 days
Fifteen years or more	25 days + 1 additional day for each subsequent year worked up to a maximum of 30 days

13.02 Compensation for Holidays Falling within Vacation Schedule

If a paid holiday falls on or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a later time.

13.03 Vacation Pay on Resignation, Retirement or Termination

Upon resignation, retirement or termination, an Employee will receive payment in lieu of any unused vacation, which shall be determined in proportion to the months worked in the Employer's fiscal year.

13.04 Vacation Schedules

Vacation requests shall be granted on a first come, first serve basis within the same site. Whenever possible, Employees shall submit vacation requests two (2) weeks prior to the day requested. Vacations shall commence immediately following an Employee's regularly scheduled days off. No Employee will be obliged to schedule vacation that is not agreeable to them. The Employer shall advise Employees regarding their application for scheduled vacation within one week of receipt of the application. Vacation requests submitted with less than twenty-four (24) hours' notice shall be granted only when operationally possible.

13.05 Unbroken Vacation Period

An Employee shall receive an unbroken period of vacation unless mutually agreed upon between the Employee and the Employer. Employees may combine Vacation and time off in lieu to a maximum of four (4) weeks at one time. Additional unbroken vacation and/or time off in lieu in excess of four (4) weeks

may be granted by the Employer on an individual basis in exceptional circumstances.

13.06 Approved Leave of Absence During Vacation

Where an Employee qualifies for sick leave, bereavement leave, compassionate care leave, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

13.07 Working During Scheduled Time Off

- a) No Employee shall be required to work during their scheduled vacation period. However, should an Employee agree to work, upon the Employer's request, during their scheduled vacation period, they shall receive one (1) hour of vacation time returned to the Employee for each hour worked during the Employee's scheduled vacation period.
- b) No Employee shall be required to work during their scheduled lieu day. However, should an Employee agree to work, upon the Employer's request, during their scheduled lieu day they shall receive one (1) hour lieu time for every hour worked during the Employee's Lieu day.

13.08 Carry Over

Employees may carry over up to one (1) week vacation (5 days) to the next fiscal year, such carry over to be pro-rated for Part-Time Employees.

ARTICLE 14 – SICK LEAVE

14.01 Sick Leave Defined

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a medically qualified health care practitioner or because of an accident for which compensation is not payable under the Worker's Compensation Act.

14.02 Accrual and Carry-Over of Sick Leave

Full-Time Employees will accrue 1.25 sick days per month worked. This benefit will be pro-rated for Part-Time Employees depending on hours regularly worked. At year-end (March 31), the unused portion of an Employee's sick leave shall

carry-over for the Employee's use in subsequent years. The maximum number of sick days an Employee can carry-over at any given time is thirty (30) days. Any additional days accrued in a given year beyond the maximum amount will expire at year-end (March 31). At the time of termination, Employees will not be compensated for any unused or accrued sick leave.

14.03 Deductions from Sick Leave

- a) A deduction shall be made from an Employee's sick leave entitlement for all normal working hours (exclusive of holidays) during which the Employee is on sick leave.
- b) Absence due to personal medical appointments shall be deducted on an hour-for-hour basis. The Employee has the option to take the deduction from their annual sick leave allotment or accumulated Overtime.
- c) Employees shall be granted up to eight (8) days per year from their sick leave allotment in cases of family illnesses/medical appointments or wellness appointments. Additional days in excess of eight (8) days may be granted on an individual basis through discussion with their Supervisor.

14.04 Notice of Sick Leave

In any case of absence of an Employee due to illness or injury, the absence shall be reported to a Supervisor before the start of a shift.

14.05 Proof of Illness

- a) An Employee may be required to produce a certificate from a medically qualified health care practitioner for any sick leave in excess of twenty-one (21) consecutive business hours (or three (3) business days), certifying that they were unable to carry out their duties due to illness or injury. Any costs associated with producing a medical certificate will be paid by the Employer. If such certificate is not provided as requested, the time absent shall be deducted from the Employee's pay or vacation/time off in lieu. The Employee will be given a reasonable amount of time to obtain the medical certificate once requested.
- b) In extenuating circumstances, the Employer may require an Employee to submit to an independent medical examination and the Employer shall be responsible for paying the associated cost. The Employer will give the Employee a choice of medical practitioners for the independent medical examination.

14.06 Accommodation

In accordance with the provisions of the *Human Rights Act*, the Employer has the obligation to provide accommodations to Employees to the point of undue hardship. When an accommodation is required, Employees may be required to provide information to their Supervisor(s) regarding the prognosis of illness or injury and the duration or expected duration of the absence, the fitness of the Employee to return to work, and any limitations associated with the fitness of the Employee to return to work. The Employee, the Employer and the Union will work together when accommodations are required.

14.07 Injury/Illness at Work

- a) An Employee who sustains illness or injury arising out of the course of their employment that is compensable under the *Worker's Compensation Act* and is required to leave for treatment or is sent home as a result of such illness or injury shall receive payment for the remainder of their regular work day at their regular rate of pay.
- b) An Employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the compensable injury during the Employee's regular hours of work for a period of up to two (2) years after the day the compensable injury occurred, but only in cases where the Employee was unable to schedule the appointment after working hours and on provision of a certificate from a medically qualified health care practitioner.

14.08 Extension of Paid Sick Leave

An Employee with more than one (1) year of service who has exhausted their sick leave entitlement shall be allowed an extension of their sick leave to a maximum of thirty-five (35) hours. Upon return to duty, the Employee shall repay the extension of sick leave in full at the rate of one-half of the monthly accrual.

14.09 Sick Leave Records

Employees shall have permanent access to their accrued and annual sick leave, by way of electronic access. This information is updated on a bi weekly basis and available upon request.

14.10 Unpaid Sick Leave

An Employee who is off sick beyond their entitlement for paid sick leave shall be considered to be on unpaid leave of absence provided there is a reasonable expectation that they will return to work. The Employee's circumstances shall be reviewed periodically to determine whether such unpaid leave should continue based on their ability to return to work. No Employee shall have their services terminated solely by virtue of having exhausted their sick leave credits.

14.11 Return to Work

An Employee who is off sick for three (3) months or more, and who wishes to return to work, must give the Employer at least two (2) weeks written notice in advance of their expected date of return. The return shall not result in a Layoff of an Employee holding greater Seniority. The Employer has the right to provide a Temporary Employee with two (2) weeks' written notice of termination (or pay in lieu) or as required under legislation, whichever is greater.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 General Leave

An Employee may be permitted to take a leave of absence without pay and without loss of Seniority when they request such leave, at the discretion of the Employer. Such request shall be in writing and approved by the Employer. Such approval shall not be unreasonably denied.

15.02 Bereavement Leave

- a) An Employee shall be granted a minimum of five (5) regularly scheduled consecutive work days, without loss of salary, wages or benefits, in the case of death or the imminent death, of an immediate family member, including the Employee's spouse/common law partner, child or the child of a spouse or common-law partner, unborn child/stillbirth, parent, parent of spouse or common law partner, sibling, sibling of spouse or common law partner, ward of the Employee, grandparent, grandchild, son or daughter-in-law or fiancé, including step-relations. The leave shall start no later than midnight following notice of the death or imminent death provided that the Employee may defer up to five (5) days of the bereavement leave to which they are entitled under this Article for the purpose of attending the service, wake or burial. Notice of the deferral shall be given within forty-eight (48) hours of the initial bereavement leave.

- b) Three (3) days leave shall be granted without loss of salary, wages or benefits in the case of death of the Employee's aunt, uncle, niece or nephew.
- c) One-half (1/2) day leave may be granted with notice to a Regional Director without loss of salary, wages or benefits to attend a funeral as a pallbearer or mourner of a person who is not an immediate family member.
- d) In the event of the death of a client of the Nova Scotia Early Childhood Development Intervention Services the staff who worked with the client shall be granted one (1) day bereavement leave without loss of salary, wages or benefits.
- e) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer may, on request, grant additional bereavement leave.
- f) Due to the circumstances in the modern-day family, the Regional Director may allow for bereavement leave to be given for persons who may or may not fit the legal definition of those stated above, but are acting in those roles within the family structure.

15.03 Compassionate Care Leave

Employees who have been employed for at least three (3) months will be entitled to take unpaid compassionate care leave in accordance with the *Labour Standards Code*.

While on compassionate care leave, Employees shall continue to accrue and accumulate any benefits 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. However, for Probationary Employees the time spent on compassionate care leave will not count towards the completion of their Probationary Period, and nor will the leave time count towards Seniority upon completion of the Probationary Period. Upon the Employee's return from their compassionate care leave they shall resume the Probationary Period.

15.04 Professional Development Leave

- a) Upon written request from the Employee, and with the approval of the Employer, Employees may be allowed professional development leave to attend conferences or workshops. Requests shall include information as to dates, location and proposed benefits to the Employer.

- b) Extended leaves for coursework or examinations required for the completion of an Employer-approved program of study, or to renew qualifications, directly related to the work of the Employer may also be provided up to a maximum of two (2) weeks per year.
- c) The Employer retains exclusive discretion to either approve or deny any requests pursuant Article 15.04(a) and (b) for professional development leave. If approved, the Employer agrees that there will be no loss of regular pay or benefits for the Employees.

15.05 Education Leave

The Employer agrees that it is to the mutual benefit of the Employer and the Employee to improve education standards of the workforce. Accordingly, the Employer agrees that Employees with eight (8) years of employment or more, who wish to further their education may be permitted to take a one (1) year unpaid education leave at the Board's discretion. The educational program which requires the Employee to take leave shall be related to the work of the Nova Scotia Early Childhood Development Intervention Services. Any benefits based on service and Seniority shall be retained but not accumulated. Upon the Employee's return from their leave, the Employee shall be placed in a position equivalent to that which they held prior to their education leave. Employees given this opportunity will return to NSECDIS for a period of at least three (3) years before they can terminate their employment.

15.06 Pregnancy, Parental, Adoption Leave

- a) Employees who have been employed for at least one (1) year will be entitled to take unpaid pregnancy, parental and adoption leave in accordance with the *Labour Standards Code*. An Employee is entitled to a maximum of up to eighteen (18) months of leave.
- b) While on pregnancy/birth, parental, or adoption leave, Employees shall continue to accrue and accumulate Seniority 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.
- c) In accordance with the *Human Rights Act*, the Employer will not lay off, terminate, discipline, or otherwise disadvantage Employees who are entitled to leave in accordance with Article 15.06. The Union and Employer will make accommodations for pregnant Employees if working conditions are hazardous to the unborn child, or pregnant Employee.

- d) Leave for illness of an Employee arising out of or associated with an Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 15.06, may be granted Sick Leave in accordance with Article 14.
- e) If an Employee is entitled to pregnancy/birth, parental, or adoption leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.
- f) Where an Employee's spouse gives birth to a child, the Employee shall be granted special leave without loss of regular pay up to a maximum of sixteen (16) scheduled hours after the birth.
- g) Employees who do not take parental or adoption leave with the birth or adoption of their child shall be allowed a two (2) week leave of absence with pay.
- h) Pregnancy Leave Notice
 - i. An Employee shall no later than the fifth (5th) month of pregnancy notify the Employer of their intent to take pregnancy leave.
 - ii. A pregnant Employee shall provide the Employer with at least four (4) weeks' notice in writing of the date the Employee intends to begin pregnancy leave. Such notice and start date of leave may be amended:
 - a. by changing the date in the notice to an earlier date for medical reasons as verified by the Employee's attending physician. In such cases the Employee will provide as much advance notice of the revised start date of the leave as is possible;
 - b. by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or
 - c. by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
 - iii. Where notice as required under Article 15.06 (h) is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of the Employee's leave or return to work.

- i) Employees may choose to take an extended unpaid Parental Leave beyond eighteen (18) months to a maximum of twenty-four (24) months. The Employee will notify the Employer at least six (6) weeks before the expiry of their eighteen (18) month leave if they wish to extend their leave. The Employee will be responsible to pay 100% of the premiums to continue their benefits for the additional time beyond eighteen (18) months.

15.07 Court Leave

- a) The Employer shall grant an unpaid leave of absence without any loss of Seniority benefits to an Employee who serves as a Juror, a witness in any court or who is required by a subpoena to attend a court of law or coroner inquest.
- b) Leave of absence without loss of regular pay shall be given to an employee who is compelled to attend as a witness in any Court proceeding arising out of the performance of their employment duties (such as custody or child protection proceedings).

15.08 Leave of Absence for Union Functions

- a) With the Employer's permission, Employees elected or appointed to represent the Union at conventions shall be allowed a leave of absence without pay but without loss of benefits. Unless the Employer agrees otherwise, the total amount of leave allowed for all Union representatives shall not exceed thirty-five (35) hours per annum for this clause. These hours shall be distributed amongst the Union representatives as the Union sees fit.
- b) With the Employer's permission, a leave of absence without pay but without loss of benefits shall be allowed to Employees to attend Executive and Committee meetings of the Union, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Unless the Employer agrees otherwise, the total amount of leave allowed for all Employees shall not exceed twenty-one (21) hours per annum. These hours shall be distributed amongst Employees as the Union sees fit.
- c) An Employee shall receive the pay and benefits provided for in this agreement when on leave of absence for Union work or to work at a convention. However, the Union shall reimburse the Employer for all pay during the period of absence within three (3) months of receiving a request from the Employer.

15.09 Leave of Absence for Full-Time Union Position

An Employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted an unpaid leave of absence for a period of one (1) year. Such leave shall be reviewed for renewal, on request during the term of office and granted based on the Employer's operational requirements. The Employee shall not accrue Seniority while they are on the unpaid leave of absence and benefits will only continue to accrue should the Employee prepay their portion of the premiums for the duration of the leave.

15.10 Return to Work from a Leave Pursuant to Article 15

- a) Any employee who takes a leave of absence shall be permitted to resume work in the position held by the Employee immediately before their leave began, or a comparable position within the site. If no comparable position is available within the site, the Employee may resume work in a comparable position within the Region.
- b) Any Employee who is on leave for three (3) months or more, and who wishes to return to work, must give the Employer at least four (4) weeks written notice to the Employer of their expected date of return unless otherwise mutually agreed upon by the Employee and the Employer.
- c) Any Employee shall be entitled to return to their appropriate increment level and benefits held had they not been off on leave.

Where a Temporary Employee has been hired to replace an Employee who is on leave, the Employer has the right to provide the Temporary Employee with two (2) weeks written notice of termination or the notice as required under legislation, whichever is greater, to allow the Employee on leave to return to their regular permanent position. If the Temporary Employee was employed with the Employer in a permanent position prior to accepting the Temporary Position, upon the termination of the Temporary Position, the Employee shall resume work in the permanent position held by the Employee immediately prior to accepting the Temporary Position, or where that position is eliminated, in a comparable position with the Employer.

15.11 Leave of Absence for Public Duties

- a) The Employer recognizes the right of an Employee to participate in public duties. Therefore, upon written request, the Employer shall allow an unpaid leave of absence for up to one (1) month without loss of benefits so that the Employee may be a candidate in federal, provincial, or municipal elections.

- b) An Employee who is elected to public office shall be allowed an unpaid leave of absence and will not accumulate Seniority during their term of office.

15.12 Leave as per the Labour Standards Code

Employees will be entitled to take the following types of unpaid leave in accordance with the *Labour Standards Code*:

- Reservist Leave
- Emergency Leave
- Leave for Citizenship Ceremony
- Critically Ill Child Care Leave
- Critically Ill Adult Care Leave
- Crime-Related Child Death or Disappearance Leave
- Leave for Victims of Domestic Violence

While on any of the above leaves, Employees shall continue to accrue and accumulate any benefits 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. However, for Probationary Employees the time spent on such leaves will not count towards the completion of their Probationary Period, and nor will the leave time count towards Seniority upon completion of the Probationary Period. Upon the Employee's return from their leave they shall resume the Probationary Period.

ARTICLE 16 – PROBATIONARY EMPLOYEES

16.01 Rules for Newly Hired Employees

- a) A newly hired Employee shall be on probation for the first ten (10) months of employment. This includes time that falls within any office closures.
- b) During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement, except where otherwise noted.
- c) Both the Employee and the Employer may terminate the employment relationship during the probationary period without just cause or notice subject to the Human Rights Article of this Agreement.
- d) The Employer and Union may agree to extend the probationary period by mutual agreement.

- e) Upon hiring, the Employer has the obligation to orient new Employees to workplace policies and procedures; to provide a copy of the Employee's job description; and to provide clear and concise performance expectations.
- f) A newly hired Employee shall not be eligible to submit an application for a new position, vacancy or for the assignment of additional responsibilities until after the end of the probationary period unless the posting is for a permanent position within the Region.
- g) After completion of the probationary period, Seniority shall be effective from the Employee's most recent date of employment.

16.02 Mentorship

All new Employees shall have the opportunity to take part in mentorship and/or on-the-job training opportunities (including job shadowing) during their probationary period.

16.03 Evaluation

For Employees who work twenty-four (24) hours per week or more, a collaborative goal setting and self-assessment performance review will be conducted with the Employee's Supervisor after the first six (6) weeks of employment and before the first three (3) months of employment have been completed. For Employees who work less than twenty-four (24) hours a week, a collaborative goal setting and self-assessment performance review will be conducted with the Employee's Supervisor after the first ten (10) weeks of employment and before the first four (4) months of employment have been completed. If there is an issue with the Employee's work performance, they will be given written notice and the opportunity to improve prior to the end of their probationary period.

16.04 Criminal Record/Vulnerable Sector Check & Child Abuse Registry Check

All Employees must complete, prior to hiring, a Criminal Record/Vulnerable Sector Check and a Child Abuse Registry Check. Once an Employee has satisfactorily completed the probationary period, the Employee will be reimbursed by the Employer for the cost of obtaining such checks.

ARTICLE 17 – SENIORITY

17.01 Seniority

Seniority shall be considered in combination with the necessary qualifications to perform the job, to determine preference or priority for job competitions, transfers, Layoffs, permanent reductions of the workforce, and recalls, as set out in other provisions of this Agreement.

17.02 Calculation of Seniority for Temporary Employees

A Temporary Employee hired directly into a permanent position shall have Seniority and service back dated to the most recent date of employment in the Temporary Position upon successful completion of the probationary period. Temporary Employees in successive Temporary Positions shall continue to accrue Seniority from the date of initial hire until there is a lapse in employment in excess of three (3) months.

17.03 Seniority List

The Employer shall maintain a Seniority List. Where two (2) or more Employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date Seniority List shall be sent to the Union and posted electronically on SharePoint (or other similar platform), and can be posted on the Union bulletin boards in January of each year.

17.04 Loss of Seniority

An Employee shall not lose Seniority where the Employee has recall rights or if they are absent from work because of an approved leave, including leave for sickness, disability, accident, or where Seniority is otherwise specifically maintained as per the express terms of this Agreement.

An Employee shall only lose their Seniority and be deemed to be terminated with no right or obligation of recall in the event:

- a) They are discharged for just cause and are not reinstated;
- b) They resign in writing and do not withdraw within two (2) working days of submission of written notice;
- c) They fail to return to work within fifteen (15) working days following a Layoff and after written notification of recall is provided in accordance with Article 20 of this Agreement;

- d) They are a Temporary Employee whose term has expired and has not been extended; or
- e) They are laid-off for a period in excess of six (6) months.

ARTICLE 18 – JOB DESCRIPTIONS, CLASSIFICATION, AND RECLASSIFICATION

18.01 Job Description

The Employer agrees to draw up job descriptions for all positions in the Bargaining Unit. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within fifteen (15) working days. The Union may only object to a job description if the job description contains duties and responsibilities that are unreasonable or unrelated to the position. Any change from the previous job description shall be explained to the Union if requested. If such objection cannot be resolved the issue may be subject to Grievance and Arbitration.

18.02 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

18.03 New Positions/Changes

The Employer shall prepare a new job description whenever a new position within the Bargaining Unit is created or whenever the duties of a job within the Bargaining Unit change. The new job description or job description with changed duties will be reviewed with the Union for comments and input before it is finalized.

When the duties of any position are substantively changed, or when a new position is created or established, the rate of pay shall be subject to discussions between the Employer and the Union. If the Parties are unable to agree upon a rate of pay, they may obtain the assistance of a third-party mediator. Any mediation pertaining to this clause shall be non-binding. In the event the Collective Agreement is expired or will expire within a year of the changes occurring, or the new position being established, the Parties will resolve the rate of pay through the collective bargaining process. Any increase in pay will be retroactive to the date the new position commenced or the implementation of the substantive change.

ARTICLE 19 – ASSIGNMENTS AND JOB POSTINGS

19.01 Temporary Assignment of Additional Hours and Responsibilities

Where operationally required, the Employer shall be permitted to temporarily assign additional hours of work up to full time hours and/or responsibilities to Employees within the same classification for periods of up to six (6) months, which may be extended for additional three (3) month periods as required with notice in writing to the Union. Additional hours of work and/or responsibilities will only be assigned with mutual consent. Employees assigned additional hours and/or responsibilities will be paid in accordance with Schedule A. The Employer will notify the Union in writing of all positions filled through this clause or removed.

19.02 Temporary Appointments

- a) Permanent employees may apply for temporary positions. Decisions regarding the appointment of temporary positions will follow the provisions laid out in Article 19.03.
- b) Upon commencement of a Temporary Appointment, the Temporary or Permanent Employee shall be provided with the ending date of their Temporary Appointment.
- c) Temporary Employees whose services are to be terminated shall be provided with two (2) weeks' notice in writing or pay in lieu, or notice as required under legislation, whichever is greater. If the Temporary Employee was employed with the Employer in a permanent position prior to accepting the Temporary Position, upon the termination of the Temporary Position, the Employee shall resume work in the permanent position held by the Employee immediately prior to accepting the Temporary Position, or where that position is eliminated, in a comparable position with the Employer.

19.03 Job Postings

- a) When filling a new position or a vacancy in the Bargaining Unit, and for assignments of additional responsibilities for periods exceeding six (6) months, or positions not filled through 19.01 the Employer shall create a job posting and fill the position through internal and/or external competition. The Employer reserves the right to post simultaneously for internal and external competition. Additional responsibilities will only be assigned through internal competition in accordance with this Article. A copy of the job posting and the name of the successful applicant will be sent to the Union.

- b) When inviting both internal and external applications for new positions or vacancies, or when inviting internal applications for the assignment of additional responsibilities, the Employer will identify the duties of the position, the Region, the duration (end date if applicable), regular scheduled hours, and salary range. The Employer will also identify the education, experience, skills and abilities required to perform the available job (the "Qualifications"). Qualifications or special skills and abilities when required for any position may not be established in an arbitrary or discriminatory manner. Where the Employer determines that special skills and abilities are required, they will be assessed according to objective tests and standards reflecting the functions of the position concerned.
- c) The Employer will assess each applicant, if necessary, through a written application and/or interview process. The Employer will consider each applicant's Seniority, and will assess each applicant's Qualifications as stated in the job posting to perform the available job.
- d) With respect to Seniority, the Employer will first attempt to fill new positions or vacancies with the most senior applicant from within the Region who meets the Qualifications for the position. The Employer will consider applicants from outside the Region if no applicant from within the Region applies or possesses the Qualifications for the position. No outside applicants will be considered unless there are no internal applicants possessing the Qualifications for the position.
- e) The assignment of additional responsibilities will in all cases be site-based. The Employer will only assign additional responsibilities to applicants from within the site. Where more than one applicant from within a site applies, the Employer will assess each applicant through an interview process. Where more than one applicant meets the Qualifications for the assignment of additional responsibilities, the Employer will offer the position to the most Senior applicant.
- f) The Union and Employer must mutually agree for a particular job posting for a new position, vacancy, or the assignment of additional responsibilities to be restricted to aboriginal (indigenous) peoples, racially visible persons, persons with disabilities, and persons in non-traditional roles.

19.04 On-the-job training

An Employee who has accepted a new position with the Employer shall be provided with opportunities for on-the-job training (including job shadowing and peer mentoring) with respect to the Employee's new position. Such Employees shall be provided with opportunities to learn about their new position during

regular working hours, without loss of salary or benefits of any Employees being affected.

19.05 Trial Period for Assignment of Additional Responsibilities

When additional responsibilities are assigned, the successful applicant shall be given a trial period of three (3) months, during which time they will receive the necessary training for the additional responsibilities. The Employer shall not curtail the trial period without just cause, and the Employee shall not resign such additional responsibilities before the trial period ends without just cause.

Conditional on satisfactory service, the Employee shall be declared permanent after the trial period of three (3) months. In the event the successful applicant proves unsatisfactory during the trial period, or if the Employee is unable or unwilling to continue to perform the additional responsibilities, those additional responsibilities shall be removed with salary rate to be adjusted accordingly.

19.06 Transfer Outside the Bargaining Unit

- a) No Employee shall be transferred to a position outside the Bargaining Unit without their consent.
- b) At the end of a temporary transfer, the Employee shall be returned to their former position and salary rate in effect at the time of return for that position. Seniority accumulated prior to transfer will be maintained. No further Seniority will accrue while the Employee is working outside of the Bargaining Unit. The Seniority List will be readjusted upon return to reflect the amount of time spent outside of the Bargaining Unit.
- c) Employees who are permanently transferred to a position outside the Bargaining Unit in accordance with this Article shall be given a trial period of three (3) months. In the event the Employee proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to remain in the position, they shall be returned to their former position, and salary rate, in effect at the time of return for that position. Seniority accumulated prior to transfer will be maintained. The Seniority List will be readjusted upon return to reflect the amount of time spent outside of the Bargaining Unit. The Employee shall return to their former position if it is not likely to have undue hardship on outreach services. Any other Employee transferred because of the re-arrangement of positions shall also be returned to their former position, and salary rate, without loss of Seniority. The return shall not result in a Layoff of an Employee holding greater Seniority. The Employer will provide a Temporary Employee with two (2) weeks' written notice of termination or the notice as required under legislation, whichever is greater.

19.07 Designation of Supervisors

Every Employee shall be notified upon hiring or change of position of the name of their immediate designated Supervisor.

19.08 Trial Period for Classification Changes

When an Employee accepts a reassignment to another classification within the Bargaining Unit, the successful applicant shall be given a trial period of three (3) months. In the event the Employee proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to remain in the position, they shall be returned to their former position, and salary rate, in effect at the time of return for that position. Any other Employee transferred because of the re-arrangement of position shall also be returned to their former position, and salary rate, without loss of Seniority. The return shall not result in a Layoff or an Employee holding greater Seniority. The Employer will provide Temporary Employee with two (2) weeks' written notice of termination or the notice as required under legislation, whichever is greater.

ARTICLE 20 – LAYOFFS AND RECALLS

20.01 Notice of Layoff

Unless legislation is more favorable, the Employer shall notify any Employee(s) who are to be laid off thirty (30) calendar 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, they shall be paid for the days for which work was not made available.

20.02 Role of Seniority in Layoffs

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a Layoff, Employees shall be laid off in the reverse order of their Seniority at their site. An Employee about to be laid off may bump any Employee with less Seniority within their Region, providing the Employee exercising the right is qualified to perform the work of the Employee with less Seniority. The Employee with the least amount of Seniority who is being reduced shall bump the least senior in the Region before bumping the least senior outside their Region. All Employees, including Developmental Interventionists with Additional Responsibilities, will be ranked according to Seniority.

20.03 Recall Procedure

Employees shall be recalled in the order of their Seniority based upon the Region in which a recall is made, provided they have the necessary qualifications for the position. No new Employees shall be hired until those laid off who have qualifications have been given the opportunity of recall. Any Employee who is recalled shall be permitted to resume work in the classification held by the Employee before their Layoff began, or a comparable position. Recall rights lapse after six (6) months.

20.04 Leave to Attend to Personnel Matters

When an Employee is to be laid off, they may be granted up to two (2) hours off during their last shift in order to attend to any personnel or pay related matters not yet settled.

20.05 Temporary Employees

This Article does not apply to Temporary Employees.

ARTICLE 21 – DISCIPLINE, SUSPENSION AND DISCHARGE

21.01 Just Cause

The Employer will not discipline or discharge an Employee who has successfully completed their probationary period without just cause. Employees are considered innocent until proven otherwise. The burden of proving just cause shall rest with the Employer. In subsequent Grievance proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

21.02 Informal Process

Prior to implementing the disciplinary process, the Employer will meet with the Employee to set out clear expectations of their work performance and/or behaviour which may lead to discipline. The Employer must give the Employee the opportunity to change their behaviour and/or improve their job performance prior to any discipline unless their behaviour is of a very serious nature. This meeting may be followed up in writing with the particulars, a copy of which will be forwarded to the Union.

21.03 Complaints Regarding Work Performance

The Employer shall give the Employee written notice of any complaint concerning their work performance from a client, third party, or co-worker within ten (10) working days of the receipt of such complaint, with copies to the Recording Secretary of the Union. This notice shall include particulars of the work performance which led to the complaint including names and dates, if known. If this procedure is not followed, such complaints shall not become part of their record for use against them in regard to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint made against an Employee, whereby such complaint affects the work relationship, the work environment or relates to the Employee's work performance. Employees have the right to have complaints investigated for accuracy. The Employee's reply to such complaint shall become part of the Employee's personnel record, if the complaint is part of the personnel record.

21.04 Progressive Discipline

The Employer accepts the principles of progressive discipline. Providing that workplace policies, procedures and job descriptions have been brought to the Employee's attention prior to the disciplinary action being taken, discipline may include the following:

- i. a verbal warning;
- ii. a written warning;
- iii. an unpaid or paid suspension; or
- iv. discharge.

The Employer will give the Union as much notice as possible prior to any suspension or discharge being implemented.

21.05 Discipline

In the case of a verbal warning, written warning, paid/unpaid suspension or a discharge the Employee shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Union within five (5) working days of the incident. In cases where the Progressive Discipline process is implemented, the Employee will be provided with an opportunity to offer an explanation. The confidentiality of all disciplinary information shall be strictly maintained by the Union and the Employer.

21.06 Exceptional Circumstances

The Employer is required to follow the steps in progressive discipline unless proven performance or conduct be such that warrants the by-pass of one or more of the steps outlined above in Article 21.04. These include but are not limited to:

- i. theft;
- ii. falsification of records;
- iii. disclosure of confidential information, including client, Employee or Employer information, to a person outside the Employer's organization;
- iv. misuse or abuse of the Employer's property;
- v. bringing illegal drugs to the workplace;
- vi. using or being under the influence of illegal drugs, cannabis that is not medically authorized (subject to the Employer's accommodation process) or alcohol at the workplace;
- vii. suspected abuse of a child;
- viii. physical fighting or excessive vulgarity at the workplace; and
- ix. dishonesty and/or a breach of trust.

21.07 Suspension

- a) When appropriate, the Employer may require an Employee to be suspended with or without pay pending an investigation.
- b) Where an Employee acts in a manner that constitutes danger to themselves or others, the Employer may suspend the Employee with or without pay until the matter is resolved.

21.08 Right to Have Union Representation

When the Employer intends to meet with an Employee in order to investigate or impose discipline, Employees shall be notified in advance of the purpose and reason(s) for the meeting so that they may exercise their right to have a Steward or Union Officer present at the meeting.

In a situation where the Employee acts in a manner that could cause danger to themselves or others, there shall be no undue delay in disciplinary actions because of the unavailability of a Steward or Union Officer. The Union shall be notified at the time of any such situation and given time to respond if able.

21.09 Political Action

No Employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates or subordinate bodies, without just cause.

ARTICLE 22 – GRIEVANCE PROCEDURE

22.01 Recognition of Stewards and Grievance Committee

- a) 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 Stewards.
- b) Stewards will be selected for Grievance, Mediation, Arbitration and/or Med/Arb procedures within the applicable Region(s) where possible. The Union shall notify the Employer in writing of the names of each member of the Union Grievance Committee, including Stewards, before the Employer shall be required to recognize them.
- c) A member(s) of the Grievance Committee will prepare and present a formal grievance in accordance with this Grievance Procedure.
- d) The Employer agrees that members of the Union Grievance Committee shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes, and presenting Grievances as provided in this Article.
- e) At each step of the Grievance procedure the grievor shall have the right to be present.

22.02 Union Representation

There shall be no more than one (1) Steward representing any one (1) Employee, and no more than one (1) additional member of the Grievance Committee, present at any meeting with the Employer to address Grievances. On providing notice in writing to the Employer, a CUPE representative may be present for a meeting at Steps 3 and 4 of the Grievance procedure and will not count as a member of the Grievance Committee. Whenever possible, there shall be consistent representation of an Employee throughout the Grievance procedure.

22.03 Permission to Leave Work

The Union recognizes that each member of Union Grievance Committee/Steward is employed by the Employer and that members will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no member of Union Grievance Committee/Steward shall leave their work without obtaining the written permission of the Supervisor. This decision shall be given within one (1) hour of receipt of the request. Permission will not be unreasonably denied. Members of the Union Grievance Committee/Steward shall not suffer any loss of pay or benefits for the approved time involved in the investigation and processing of Grievances through the different stages, in meetings with the Employer regarding Grievances, Mediation, Arbitration, and/or Med/Arb procedures during working hours. No Overtime will be received for time spent beyond regularly scheduled hours. Representatives will endeavor to minimize the amount of Union work happening during regularly scheduled hours of work.

22.04 Reporting a Grievance

If an Employee feels they have a Grievance, they shall report the matter to the Union and Employer in a manner outlined below, but pending settlement, shall perform all their duties as directed by the Employer unless they are acting pursuant to *the Occupational Health and Safety Act*.

22.05 Informal Grievance Procedure

The Parties agree that Grievances shall be resolved as quickly as possible. Employees should, therefore, first raise any issues or concerns with their immediate Supervisor in an attempt to resolve them outside of the Grievance procedure. A Union Representative from the Bargaining Unit may assist the Employee(s) in raising their concern(s) if needed with their Supervisor. Such informal discussions should occur within ten (10) working days of the discovery or occurrence of the incident giving rise to the dispute. The immediate Supervisor shall provide a response in writing to the Employee within ten (10) working days of the complaint being made.

22.06 Formal Grievance Procedure

Step 1: Notice

In the event a complaint cannot be resolved informally pursuant to this Article, the aggrieved Employee(s) will submit the Grievance to their Steward or a representative of the Union Grievance Committee within seven (7) working days, of the date their Supervisor provides a response.

Step 2: Immediate Supervisor

Within seven (7) working days after receiving notice of a Grievance (Step 1), the Steward shall submit the Grievance to the immediate Supervisor in writing including particulars of the dispute and the remedy sought. The Steward or Grievance Committee member and the Supervisor shall set a meeting time for discussion of the Grievance. The immediate Supervisor shall render their decision in writing stating reasons within ten (10) working days of the meeting.

Step 3: Executive Director

Failing satisfactory settlement within ten (10) working days after receiving the Step 2 response, the Steward shall submit the Grievance to the Executive Director. The Steward and the Executive Director shall set a meeting time for discussion of the Grievance. The Executive Director shall render their decision in writing stating reasons within ten (10) working days of the meeting.

Step 4: Board Chair

Failing a satisfactory settlement at Step 3, the Steward shall submit the Grievance to the Chair of the Board within fifteen (15) working days of receiving the Step 3 response. A meeting time shall be set to discuss Grievance(s) with the Union within twenty (20) working days. The Chair shall respond in writing stating reasons within twenty (20) working days of the meeting.

Step 5: Movement to Mediation/Arbitration

Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to mediation, arbitration or Med/Arb within twenty (20) working days from the date the Union received the Board's response under Step 4.

22.07 Policy or Union Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a Grievance, Steps 1 and 2 of this Article may be by-passed.

22.08 Employer Grievances

The Chairperson of the Board must submit a Grievance in writing (including particulars of the alleged violation and remedy sought) to the Local President, within ten (10) working days of the event giving rise to the Grievance. A meeting shall be arranged and held between the Chairperson and the Local President within ten (10) working days of receipt of the Grievance. If no satisfactory settlement is reached within fifteen (15) working days after that meeting, the Employer may refer the dispute to mediation, arbitration or Med/Arb.

22.09 Respect of Grievance Procedure

After a Grievance has been initiated by the Union pursuant to Step Two of Article 22.06, the Employer's representative shall not enter into discussion or negotiation with the aggrieved Employee(s) regarding the Grievance, without the consent of the Union.

22.10 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of Article 27, Health and Safety arises, or where Employee(s) have concerns of unsafe or unhealthy conditions (including harassment or discrimination), Employee(s) shall have the right to file a Grievance at Step Two (2) of the Grievance procedure for preferred handling.

22.11 Discharge/Suspension Grievance

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall have the right to file a Grievance at Step Three (3) of the Grievance procedure for preferred handling.

22.12 Grievance on Layoffs and Recalls

Grievances concerning Layoffs and Recalls shall be initiated at Step Three (3) of the Grievance Procedure.

22.13 Facilities for Grievances

In order to facilitate an orderly and confidential investigation of a Grievance, if required and requested in advance by the Union, the Employer shall make available the temporary use of a private office or similar facility as available. The Employer shall also supply a meeting room for Grievance meetings.

ARTICLE 23 – MEDIATION/ARBITRATION

23.01 Mediation

The Parties, by mutual agreement, may agree to proceed to mediation or Med/Arb prior to, or instead of, arbitration to resolve any dispute. Absent mutual agreement, the Parties will proceed to arbitration to resolve the dispute. If the Parties agree to use a Mediator, articles 23.02 and 23.03 apply to the selection of the Mediator and the payment of fees (if required) related to the use of the Mediator.

23.02 Sole Arbitrator

In the event that the Grievance is submitted to arbitration, the Grievance shall be heard by a single Arbitrator. The Union and Employer shall attempt to agree upon an Arbitrator. If the Union and Employer cannot agree upon an Arbitrator within the twenty (20) working days following the submission of the Grievance to arbitration, either Party may request that the Minister of Labour and Advanced Education appoint the Arbitrator.

23.03 Fees and Expenses

The fees and expenses of the Arbitrator shall be shared equally between the Parties. Each Party shall pay for its own cost and the fees and expenses of its witnesses.

23.04 Arbitrator's Decision

The decision of the Arbitrator will be final and binding upon the Parties. The Arbitrator has the power given to them under the Nova Scotia *Trade Union Act*. Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene to clarify the decision. The cost of this process shall be shared equally between the Employer and the Union.

23.05 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration procedure may be extended by mutual agreement between the Parties in writing.

23.06 Witnesses

At any stage of the Grievance or Arbitration procedure, the Parties shall have the assistance of the Employee(s) involved and any necessary witnesses.

23.07 Reasonable Arrangements

All reasonable arrangements shall be made to permit the conferring Parties or 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(s).

ARTICLE 24 – JOB SECURITY

24.01 Restrictions on Contracting-Out

The Employer shall not contract out Employee's work, if doing so would cause undue or unnecessary hardship for any Employee. No Employee shall be terminated, laid off from employment, or have their hours reduced as a result of the Employer contracting out.

ARTICLE 25 – PROFESSIONAL DEVELOPMENT & EVALUATIONS

25.01 Professional Development

- a) In accordance with the Employer's professional development policy, the Employer agrees to provide three types of professional development opportunities to Employees, including:
 - i. Provincial Professional Development
 - ii. Regional Professional Development
 - iii. Individual Professional Development
- b) On a regular basis, the Employer may organize paid professional development events for Employees, which Employees are required to attend. The cost of the registration and travel expenses will be paid for by the Employer in accordance with the Employer's expense policy.
- c) The Employer will provide written notice to Employees of professional development opportunities by posting them electronically on SharePoint (or other similar platform) and on bulletin boards. Such written notice will include:
 - i. Type of professional development opportunity (subjects and material covered);
 - ii. Time, duration, and location of course, conference, workshop, etc.;
- d) Professional development opportunities will be available to Employees on an equitable basis. Decisions made regarding individual professional development opportunities will be made based on availability of funding, relevance to NSECDIS mandate and activities, relevance to Employee's individual professional development goals, timing of application, Regional representation and Seniority.
- e) Time spent in approved professional development shall be considered time worked.

25.02 Training for New Positions

All Employees who have accepted a new position with the Employer shall be provided with an orientation plan that includes training, job shadowing, coaching, and peer mentoring. Such Employees shall be provided with opportunities to learn about their new position during regular working hours, without the salary or pay of the Employees being affected.

25.03 Training for New Technology, Programming and/or Practices

- a) Where the Employer introduces new technological equipment or software, programming, methods of operation, and/or practices into the workplace, it shall, where circumstances permit, provide at least two (2) months' notice to the Employees and to the Union prior to implementation. Such notice will include information regarding the nature of the change and its impact on working conditions, proposed date of implementation, and a training plan (which may include scheduled dates for training to ensure Employees have sufficient time in their schedule to attend). The Employer will provide training as deemed appropriate by the Parties. Requests for additional training or time to acquire skills will be granted if required. Time spent by Employees in such training shall be considered time worked and be paid at the Employee's regular wage and salary rate. The Employer shall pay approved costs for such training.
- b) The Employer and the Union shall work together to minimize any Layoffs that may result from the introduction of new technology, programming, and/or practices, or new method(s) of operation. Employee(s) displaced from a position due to organizational or technological change will be considered for other available jobs or given the opportunity to bump as per Article 20.02.

25.04 Evaluations

- a) On an annual basis, each Employee shall take part in a collaborative goal setting and self-assessment performance review with their Regional Director.
- b) During the review, Employees will be given an opportunity to reflect upon and discuss the supports needed to be successful. Any concerns raised will be expressed and received in a respectful and constructive manner, combined with active engagement in collaborative problem solving and the development of positive solutions.

25.06 Expansion Professional Development

In the event the number of classifications within the Bargaining Unit expands, the issue of professional development for these new classifications will be addressed by the Parties in a Memorandum of Agreement.

ARTICLE 26 – GENERAL CONDITIONS

26.01 Storm/Inclement Weather

The Union and the Employer agree that the Nova Scotia Early Childhood Development Intervention Services Policy, "Storm/Inclement Weather", dated May 17, 2022, Appendix "B", shall be the policy governing storm/inclement weather, and that revision of that Policy will be by mutual agreement.

26.02 Site Facilities

Access to facilities to store meals and outer clothing will be available for Employees at each site.

26.03 Personnel Records

- a) The personnel records of Employees, or former Employees, shall not be shared in any manner with any other Employer or agency, without the prior written consent of the Employee concerned. An Employee shall have the right to have access to and review their personnel record at any time with 48 hours notice and in the presence of a Supervisor. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record. No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing.
- b) The record of an Employee shall not be used against them at any time after thirty-six (36) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Failure to grieve previous discipline, or to pursue such a Grievance to arbitration, shall not be considered an admission that such discipline was justified.
- c) An Employee may respond in writing to any document on their file, such response will remain on their file for as long as the corresponding document remains on their personnel file.

26.04 Criminal Record/Vulnerable Population Checks

Employees will be required to complete Child Abuse Registry Checks every three (3) years, and Criminal Record – Vulnerable Populations Checks every five (5) years, or as requested by the Employer from time to time. The Employer shall pay the full cost associated with any checks or updates so required.

26.05 Inclusive Terms

Where a noun, pronoun, adjective, plural or singular indicating gender or sex is used, the other gender or sex, including two spirited, intersexed, transgendered and transsexual persons shall be deemed to be included where the context of the party, or parties hereto so require.

26.06 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, if it is within the Employer's authority and control to do so, the Employer undertakes to ensure that:

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

26.07 Conditions and Benefits

All benefits and working conditions which Employees now enjoy as Employees of the NSECDIS shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

26.08 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law or regulation now existing or hereafter enacted, proclaimed or promulgated, shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the remaining rights, privileges and obligations of the Parties shall remain in existence.

26.09 Letter of Reference

On termination of employment, the Employer shall provide a letter confirming employment with the Employer upon request.

ARTICLE 27 – HEALTH AND SAFETY

27.01 The Occupational Health and Safety Act

The Employer, the Union, and the Employees agree they are bound by the provisions of the *Occupational Health and Safety Act*. All parties will cooperate in maintaining safe and healthy working conditions, and will comply with and abide by the provisions of the *Act*, its Regulations, codes of practice, and applicable guidelines.

27.02 Union-Employer Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of one (1) Union and one (1) Employer member. One representative from the Employer and one from the Union shall act as co-chairpersons for the Committee. The chair of the meeting will rotate between the two chairpersons. The Health and Safety Committee shall hold meetings at least once every two (2) months for jointly considering, monitoring, inspecting, investigating, reviewing (including Worker's Compensation Board reports) and improving health and safety conditions and practices, including those affecting mental health. Minutes shall be taken of all meetings and copies shall be signed by the members of the committee and posted electronically by the Employer.

27.03 Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties, including health and safety training provided or approved by the Employer, shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

27.04 Transportation of Accident Victims

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

27.05 First Aid/CPR Training

Employees are required to maintain Cardio Pulmonary Resuscitation (CPR) First Aid certification. The Employer will provide Employees with the opportunity to attend a properly-accredited (CPR) First Aid Course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course.

27.06 First Aid Kits

The Employer agrees to provide first aid kits at each of its locations. First aid kits will also be provided to Employees who provide direct services in the community. Such Employees shall keep the first aid kits in their vehicles, and will be responsible for expensing replenishment, if required. First aid kits remain at all times the property of the Employer.

27.07 Respectful Workplace

The Employer and the Union jointly agree that every Employee in the workplace shall be entitled to a respectful workplace in accordance with the *Nova Scotia Occupational Health and Safety Act* and the Employer's Respectful Workplace Policy.

27.08 Necessary Equipment

The Employer shall supply all safety equipment deemed necessary by the Employer in consultation with the Health and Safety Committee.

ARTICLE 28 – COLLECTIVE BARGAINING RELATIONS

28.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union not including the CUPE National Representative. The Union will advise the Employer of the Union members of the Committee.

28.02 Function of Union Bargaining Committee

The function of the Union Bargaining Committee is to negotiate with the Employer collective agreements and Memorandum(s) which resolve issues pertaining to performance of work, operational problems, rates of pay, hours of work, and other working conditions.

28.03 Bargaining Meeting

In the event either Party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than one (1) month after the request has been given, unless mutually agreed. No more than four (4) members of the Union (including the CUPE National Representative) shall be part of the face-to-face bargaining meetings with the Employer.

28.04 Negotiation Pay Provisions

- a) In the period of six (6) months prior to the termination of this Collective Agreement each member of the Union Bargaining Committee shall be entitled to one (1) day off with pay to prepare for negotiations.
- b) During the collective bargaining process, members of the Union Bargaining Committee shall be paid for time spent during regular working hours when involved in bargaining and conciliation with the Employer.
- c) Time spent during regular working hours in preparation of bargaining (including preparation of counterproposals prior to bargaining meetings) may be paid only with prior approval of the Employer.

28.05 Requests for Information

Upon request, the Employer shall make available to the Union such relevant information as is required to allow for the evaluation of the reasonableness of bargaining proposals made by the Employer. The Employer shall respond as soon as possible, up to twenty (20) days, depending on the scope of the request. Prior to the exchange of proposals, the Union may request relevant information regarding salaries, group insurance, or workplace rules and policies. The Employer is not obligated to create a document not already in existence in order to respond to the Union's request for this information.

ARTICLE 29 - WORKERS COMPENSATION

29.01 Workers' Compensation Protection

- a) All Employees shall be covered by the *Workers' Compensation Act*.
- b) An Employee receiving payment for a compensable injury under Workers' Compensation shall accumulate Seniority and shall maintain eligibility for all rights and benefits under this Agreement.
- c) For Employees in receipt of Workers' Compensation benefits due to an illness or injury incurred in the course of employment with the Employer, the Employer will continue to pay its portion of any group benefits premiums until it is determined that the Employee cannot return to work with the Employer in accordance with the requirements of the *Workers' Compensation Act*.
- d) For the first twelve (12) months, the Employer will contribute up to three percent (3%) of the Employee's salary, based on one hundred percent (100%) of earnings, into an RRSP account, as long as the Employee matches this up to three percent (3%) contribution based on one hundred percent (100%) of earnings, as long as the Employee pays their contribution.
- e) An Employee shall not be terminated as a result of absence from work due to a compensable accident except where it is determined that there is no reasonable prospect of the employee returning to work in the foreseeable future and the Employer has met its duty to accommodate the Employee to the point of undue hardship as per the *Human Rights Act* RSNS 1989 c214 or equivalent legislation.

29.02 Return to Work

- a) An Employee who is no longer deemed to have a compensable injury shall be permitted to resume work in the position held by the Employee immediately before their leave began, or a comparable position.
- b) Any Employee who is in receipt of Workers' Compensation benefits for three (3) months or more, and who wishes to return to work, must give the Employer as much notice as possible of their expected date of return.

ARTICLE 30 – GROUP INSURANCE

30.01 Group Benefit Plans

The Employer agrees to maintain group life, dependent life, accidental death and dismemberment (AD&D), long-term disability (LTD), critical illness (CI), employee family assistance plan (EFAP), health and dental insurance benefits for Employees, subject to any changes, or modifications made by the insurer under such plans. Employees in their probationary period shall be entitled to participate in the Employer's group benefits plans after three (3) months of continuous service.

30.02 Participation

Participation in LTD, AD&D, CI, EFAP and life insurance are mandatory for all eligible Employees who regularly work twenty (20) hours or more per week. Group health and dental are optional for eligible Employees who regularly work twenty (20) hours or more per week if they can confirm coverage under another plan.

30.03 Cost-Sharing

The Employer and each Employee shall cost share on a 50/50 basis on all premiums for group life, AD&D, CI, and extended health and dental insurance. Premiums for LTD shall be paid fully by the Employees. Any premiums associated with the EFAP will be paid 100% by the Employer. Employees' share of premiums shall be automatically deducted from each pay. The rules applicable to the payment of premiums shall apply equally to all eligible Employees in accordance with the rules of the plans.

30.04 Optional Enrolment

For Employees who work less than twenty (20) hours per week, participation in a group benefit plan is optional except EFAP, the premiums for which shall be paid by the Employer. Employees who work less than twenty (20) hours per week who are eligible for benefits and want to participate shall pay 100% of the premiums except as noted above.

30.05 Notice

The Employer shall notify the Union as soon as they are aware of an impending change to the Group benefit plans, premiums or insurer. A meeting will be held with the Union to discuss possible implications and resolutions prior to any changes being made. Employees shall be given written notice of any changes to

premium costs or any benefits within five (5) working days of the Employer being so notified.

30.06 Continuation of Benefits During Work Stoppages

The Employer agrees to maintain all group benefits premiums on behalf of all Employees who are enrolled in the group benefit plans in the event of a work stoppage. The Union agrees to reimburse the Employer for any group benefits premiums paid during this period for any Employee who is covered under the group benefit plans.

30.07 Continuation of Benefits During Lay Offs

The Employee shall have the ability to continue to pay their group coverage while on a Layoff of less than six (6) months. The Employee will pay the full cost. The Employee may opt not to continue the coverage, and will provide the Employer with written notification within two (2) weeks of receiving a notice of Layoff whether they opt in or out.

30.08 Continuation of Benefits During Unpaid Leave

- a) The Employer will continue to pay its portion of any group benefits premiums for a period not to exceed:
 - i. Eighteen (18) months for Employees on pregnancy, parental and adoption leave;
 - ii. Twenty-eight (28) weeks for Employees on compassionate care leave; and
 - iii. One (1) year for Employees on sick leave.
- b) Employees on approved leave due to illness or injury (including sick leave, long term disability, workers' compensation benefits), or pregnancy, parental, or adoption leave, may continue to pay the full cost for the premiums for the group benefits plans once Employer contributions have ended until such time as the employee returns to work or leave ends. An Employee on LTD for a period in excess of twenty-six (26) months will transition to an individual benefit plan.
- c) Arrangements will be made for the Employee to pay their portion of the premiums prior to the start of the leave if available. One (1) month prior to the Employer stopping its share of the premiums the Employer will provide written notice of the change, and allow the Employee to make arrangements for full payment of premiums going forward. Where no such arrangements

are made, benefits will not be continued.

- d) Employees on an unpaid leave of absence pursuant to 15.01, 15.05, and 15.12 (for leaves in excess of four (4) consecutive weeks) shall pay one hundred percent (100%) of premiums while on such leave. All other leaves premiums shall be paid as per Article 30.03 and 30.04.

ARTICLE 31 – STRIKES AND LOCKOUTS

31.01 No Strike or Lockout

During the life of this Agreement, and pursuant to the Trade Union Act, no Employee(s) shall strike, and the Employer shall not lock out Employees.

31.02 Crossing of Picket Lines During Strike

An Employee covered by this Agreement shall have the right to refuse to cross a picket line. Failure to cross such a picket line shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Whenever possible arrangements will be made to provide services at a different location.

ARTICLE 32 – TERM OF AGREEMENT

32.01 Duration and Retroactivity

This Agreement shall be binding and remain in effect from April 1, 2021 to March 31, 2024 and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing to bargain in accordance with the provisions of this Agreement. However, except for the aspects of wages which shall be retroactive as per Appendix "A," this Agreement shall only become effective once it has been executed by both Parties.

32.02 Change in Agreement

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Any mutually agreed changes to this Agreement shall form part of this Agreement and are subject to the Grievance and arbitration procedure.

32.03 Memorandum(s) of Agreement

Memorandum(s) of Agreement may be developed should changes to the current Agreement be required before the renewal of contract negotiations. The Memorandum(s) of Agreement will be attached to the current Agreement, be binding on both Parties and be subject to the Grievance arbitration process.

32.04 Notice to Bargain

Either Party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other Party. Within ninety (90) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a new agreement unless mutually agreed.

32.05 Agreement to Continue in Force

Where notice to bargain is given, the provisions of this Agreement shall continue in force until a new agreement is signed, or the right to strike occurs, whichever occurs first. If negotiations extend beyond the termination of the Agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

32.06 Retroactive Pay for Terminated Employees

An Employee who has severed their employment between the termination date of this Agreement and the effective date of any future agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites, provided the Employee makes application within six (6) months of the date the new Agreement is executed.

32.07 Retroactive Pay for All Employees of the Employer

The parties agree that all Employees will receive the retroactive pay for all hours worked as per APPENDIX "A".

32.08 Economic Settlement

The following economic adjustments shall be applied to all classifications in the Bargaining Unit:

- April 1, 2021 – 1.5%
- April 1, 2022 – 1.5%
- April 1, 2023 – 1.5%
- March 31, 2024 – 1.0%

The Parties acknowledge that the funding provided by the Department to NSECDIS for the 2015 to 2021 Collective Agreement was informed by the wage pattern set out in Bill 148, The Public Services Sustainability (2015) Act, the constitutionality of which is currently under review by the Courts.

Dated at Dartmouth, this 5th day of April, 2022.

On behalf of:

**NOVA SCOTIA EARLY CHILDHOOD
DEVELOPMENT INTERVENTION
SERVICE**

Elin Jolly

[Signature]

[Signature]

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5054**

[Signature]

Kayla Lyles

[Signature]

:kjp/cope491

APPENDIX A – WAGE SCALES

				April 1, 2021	April 1, 2022	April 1, 2023	March 31, 2024
Classification		Steps	Rate	1.5%	1.5%	1.5%	1.0%
Developmental Interventionist/ Inclusion Coach Base Wage	1	Year 1	23.56	23.91	24.27	24.63	24.88
	2	Year 5	25.02	25.40	25.78	26.17	26.43
	3	Year 10	26.51	26.91	27.31	27.72	28.00
	4	Year 15	27.97	28.39	28.82	29.25	29.54
	5	Year 20	29.45	29.90	30.35	30.81	31.12
Annual increases apply to Base Wage only			*Additional Responsibilities a. in a location with 3 or more FTE DIs \$2.75/hour Additional Responsibilities allowance is added to Base Wage up to the Cap Wage amount at Step 5				

				April 1, 2021	April 1, 2022	April 1, 2023	March 31, 2024
Classification		Steps	Rate	1.5%	1.5%	1.5%	1.0%
Regional Administrative Assistant Base Wage	1	Year 1	18.65	18.93	19.21	19.50	19.70
	2	Year 5	19.83	20.13	20.43	20.74	20.95
	3	Year 10	20.98	21.29	21.61	21.94	22.16
	4	Year 15	22.17	22.50	22.84	23.18	23.41
	5	Year 20	23.30	23.65	24.00	24.36	24.60
Supporting 1- 5 FTE DIs			*Additional Responsibilities a. Regional Responsibilities \$1.10/hour b. Supporting 6-10 FTE DIs/Caseload Managers \$1.10/hour (or) Supporting more than 10 FTE DIs/Caseload Managers \$1.65/hour Additional Responsibilities allowance is added to Base Wage up to the Cap Wage amount at Step 5				
Annual increases apply to Base Wage only							

***Note: Additional Responsibilities are assigned based on need as indicated. Changes in program structure may result in changes to additional responsibility assignment.**

APPENDIX B -STORM/INCLEMENT WEATHER POLICY

Nova Scotia Early Childhood Development Intervention Services (NSECDIS) recognizes that because of the outreach components of our staff's work, weather may have an impact on service delivery. The Board of Directors supports the decision to alter the normal operations of the service in the event of storm/inclement weather. Therefore, all staff of NSECDIS are provided "Storm Days" in accordance with this Policy. Regionally, conditions can vary widely, with some localities experiencing much more weather-related disruption than others. The safety of Employees in each of these Regions is of utmost priority.

Policy

Travel – Weather in Nova Scotia can change without notice. Should a snow fall, icy conditions or severe rain take place during work hours, staff currently in their designated workplace are to use their discretion regarding travel to outreach destinations (i.e. homes, preschools, etc.). Personal safety is an important consideration when evaluating the ability to commute during inclement weather and one which all Employees must consider.

Storm Day Closure

NSECDIS designated workplaces will be closed if public schools in their Regional Centres for Education are closed due to storm/inclement weather. In the event the designated workplace is closed for the day due to storm/inclement weather, all Employees scheduled to work that day, and not already otherwise on vacation, personal leave, or other leave, will be paid at their regular rate, but only if they work from home. Staff who choose not to work from home will be given the option of taking vacation time or Overtime in lieu of time off for the Storm Day. It is the responsibility of the Regional Director to notify the Executive Director when Storm Days occur at their designated workplace. On those rare occasions where schools are closed due to cold temperature or snow removal/cleanup; icy sidewalks, etc., the designated workplace will be open. Staff are expected to make all reasonable efforts to report to work as this is not considered a true storm day. Staff unable to arrive for work on any such day may request the option of working from home if work is available or taking vacation time or Overtime in lieu of time off, such requests not to be unreasonably denied.

Should weather and/or road conditions clear on a "storm day" by late morning, the designated workplace will open at 1:00 p.m. This will be decided at the discretion of the Regional Director and staff will be notified by noon. Staff are expected to report to their designated workplace for the remainder of the afternoon, but not to travel to outreach destinations. Staff unable to arrive for work on any such day may request the option to remain home to work if work is available or claim vacation time or Overtime in lieu of time off, such request not to be unreasonably denied.

Storm Mid-Day Closure

NSECDIS' office locations may close mid-day in the event of a storm at the discretion of the Regional Director. If a Staff Member opts to return to their home without the office location declared "Storm Day", they may request the option of taking work home to complete or taking vacation time or Overtime in lieu of time off, such request not to be unreasonably denied. It is the responsibility of the Regional Director to notify the Executive Director when Storm Mid-day closures occur at their designated workplace.

Pending Storm Warnings

Pending storm warnings or the inability to commute during inclement weather conditions require staff to be responsible for cancelling/rescheduling their own appointments.

Power Outages and Other Concerns

Any Employee who experiences a power/internet outage or other reason which would impede their ability to work from home due to a storm/inclement weather or other closure will contact their Regional Director to discuss options.

Buses

If schools in the Regional Centres for Education are open, but buses are not running in the Region, Playgroups located at NSECDIS program locations are to be cancelled.

APPENDIX C -CHRISTMAS CLOSURE

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
24	25	26	27	28	29	30	31	1	2	3							
23	24	25	26	27	28	29	30	31	1	2	3						
	23	24	25	26	27	28	29	30	31	1	2	3					
		23	24	25	26	27	28	29	30	31	1	2	3				
			23	24	25	26	27	28	29	30	31	1	2	3			
				23	24	25	26	27	28	29	30	31	1	2	3		
					23	24	25	26	27	28	29	30	31	1	2	3	
						23	24	25	26	27	28	29	30	31	1	2	3

LETTER OF UNDERSTANDING

RE: COMPENSATION AND BENEFITS REVIEW

BETWEEN:

Nova Scotia Early Childhood Development Intervention Services
AND

Canadian Union of Public Employees, Local 5054

Developmental Interventionists and Inclusion Coaches provide professional advice and support to Early Childhood Educators ("ECE") in Nova Scotia, and the Employer and the Union understand that they generally are currently compensated at a higher rate of pay in comparison to ECEs in Nova Scotia, and also receive greater benefits (the "Pay/Benefits Differential").

The Employer and the Union understand that the Province of Nova Scotia has undertaken a compensation and benefits review to develop a new compensation framework for ECEs in Nova Scotia, with the potential outcome that ECEs will on average receive increased rates of pay and improved benefits (the "ECE Compensation Review").

The Employer acknowledges the importance of maintaining a Pay/Benefits Differential between Developmental Interventionists/Inclusion Coaches and ECEs in Nova Scotia, both to employees and to the organization, and will advocate and defend to the Province of Nova Scotia the need for a strong Pay/Benefits Differential following completion of the ECE Compensation Review. In doing so, the Employer will also advocate to the Province of Nova Scotia for a review of rates of pay for Regional Administrative Assistants to ensure such rates of pay remain competitive with other non-profit organizations and facilities funded by the Province.

As soon as the new compensation framework for ECEs is announced by the Province, subject to funding, the Employer will negotiate with the Union with regards to creating a strong Pay/Benefits Differential, which may include pay scale, wage cap, and premium adjustments (and retroactivity) and other related compensation changes/improvements. The Parties shall set dates to meet as close to the date of the announcement as possible.

Dated at Dartmouth, this 5th day of April, 2022.
On behalf of:

**NOVA SCOTIA EARLY CHILDHOOD
DEVELOPMENT INTERVENTION
SERVICE**

Evin Jolly

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5054**

Karl Jansen

[Signature]

Kayla Reyes

[Signature]

LETTER OF UNDERSTANDING

RE: TERM EXTENSION AND ECONOMIC ADJUSTMENT

BETWEEN:

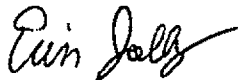
Nova Scotia Early Childhood Development Intervention Services
AND

Canadian Union of Public Employees, Local 5054

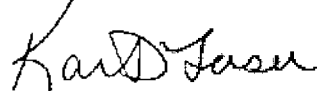
1. The Union has represented that the Department of Education and Early Childhood Development (the "Department") is currently in collective bargaining with other CUPE locals, and that there is a realistic possibility that these discussions could result in collective agreements with four (4) year terms.
2. Subject to paragraph 3 below, in the event the Department and other CUPE locals conclude collective agreements with four (4) year terms, then the Employer and the Union agree they will extend the current collective agreement for one (1) additional year, such that it would not expire until March 31, 2025, with a corresponding economic adjustment for the additional year.
3. Any agreement to extend the term of this Collective Agreement and provide a corresponding economic adjustment remains conditional upon funding from the Department of Education and Early Childhood Development, and is not in any way guaranteed.

Dated at Dartmouth, this 5th day of April, 2022.
On behalf of:

**NOVA SCOTIA EARLY CHILDHOOD
DEVELOPMENT INTERVENTION
SERVICE**



**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5054**











MEMORANDUM OF UNDERSTANDING

RE: COVID-19

BETWEEN:

Nova Scotia Early Childhood Development Intervention Services

AND

Canadian Union of Public Employees, Local 5054

WHEREAS the Employer and the Union wish to agree upon certain protocols in relation to the COVID-19 pandemic

NOW THEREFORE the Employer and the Union agree as follows:

1. **Exposure to COVID-19:** The Employer will take all reasonable measures to prevent exposure to COVID-19 in the workplace. Measures will incorporate directives from public health and the Department of Education and Early Childhood Development and will also take into consideration any recommendations from the Health and Safety Committee.
2. **Testing Required:** Employees who are required to be tested for COVID-19 due to a workplace contact or exposure shall suffer no loss of wages or benefits if required to be absent from work for such testing.
3. **Self-Isolation Required:** Employees who are required by applicable authorities to self-isolate due to contact or exposure will be expected to work from home unless they are otherwise entitled to sick leave or Workers' Compensation, in which case they may use their sick leave, apply for WCB (if applicable), or take vacation or unpaid leave.
4. **Vaccination:** The Employer and the Union recognize the importance of vaccines and subsequent booster doses and other comparable interventions approved for use by Health Canada in preventing transmission of COVID-19. Employees shall be granted leave with pay to attend appointments to consult with medically qualified health care practitioner on, or to receive, vaccinations or other Health Canada-approved medical interventions.

5. For any closure that the offices experience due to COVID-19, the staff will continue to work from home as much as possible. When it is not possible to work from home, the Regional Director and Employee will discuss options.

The Employer and the Union agree to review this Memorandum of Understanding in the event of any future comparable public health emergencies.

Dated at Dartmouth, this 5th day of April, 2022.
On behalf of:

**NOVA SCOTIA EARLY CHILDHOOD
DEVELOPMENT INTERVENTION
SERVICE**

Evin Jolly

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5054**

Kad Jensen

[Signature]

Kayla Hayes

[Signature]

MEMORANDUM OF UNDERSTANDING

RE: INCUMBENT INCLUSION COACHES

BETWEEN:

Nova Scotia Early Childhood Development Intervention Services

AND

Canadian Union of Public Employees, Local 5054

WHEREAS the Employer, effective July 1, 2021, began delivering inclusion coaching services to childcare and pre-primary programs across the Province of Nova Scotia utilizing the Pyramid Model (the "Inclusion Coaching Services"), subject to the terms of a services agreement with the Department of Education and Early Childhood Development (the "Department");

AND WHEREAS the Employer created a new job classification, Inclusion Coaches, and will continue to hire Inclusion Coaches to assist in the delivery of Inclusion Coaching Services;

AND WHEREAS Inclusion Coaching Services were being provided by other service providers in the Province, including Nova Scotia Community College, Jane Norman College, Nova Scotia College of Early Childhood Education and CAPNE (the "Service Providers"), as part of a pilot program with the Department, which will concluded at various times prior to the end of 2021;

AND WHEREAS in addition to hiring new Inclusion Coaches, the Employer agreed to offer employment to those individuals who were previously delivering Inclusion Coaching Services for other Service Providers;

AND WHEREAS the Employer and the Union have agreed that Inclusion Coaches are included in the Union's bargaining unit subject to the terms of the Collective Agreement;

AND WHEREAS the Employer and the Union wish to address any exceptions that may apply to those individuals who were previously delivering Inclusion Coaching Services for other Service Providers and are now employed by the Employer;

NOW THEREFORE the Employer and the Union agree as follows:

1. The Employer and the Union agree that any Inclusion Coaches who were laid off by other Service Providers as a result of the Department's pilot program ending, and who accept employment with the Employer in conjunction with the Department's pilot program ending (the "Incumbent Inclusion Coaches"), will have their terms and

conditions of employment governed by the Collective Agreement for all purposes except as follows:

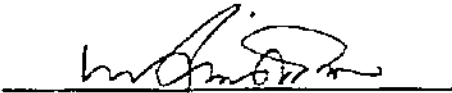
a. Rate of Pay:

- i. Effective their date of hire, the Incumbent Inclusion Coaches will be paid in accordance with the pay scale described in the Collective Agreement – Appendix A, except as noted in paragraph 1(a)(ii) below.
- ii. In the event that any Incumbent Inclusion Coaches received an hourly rate of pay from a prior Service Provider (the "Prior Rate") that is higher than the Prescribed Collective Agreement Rate, then to ease their transition the Prior Rate will be "red-circled," meaning the Employer will continue to provide the Prior Rate for as long as the Incumbent Inclusion Coach remains in the position of Inclusion Coach, and unless and until the Prescribed Collective Agreement Rate is the same or higher than their Prior Rate, at which time they will only receive the Prescribed Collective Agreement Rate.
- iii. In addition, the Employer will also provide the Incumbent Inclusion Coach with a lump sum payment at the end of each fiscal year that is equal to the general economic increase for their classification as applied to their Prior Rate based upon regular hours worked (the "Payment"). For certainty, such Payments will continue only for as long as the Incumbent Inclusion Coach remains in the position of Inclusion Coach and unless and until the Prescribed Collective Agreement Rate is the same or higher than their Prior Rate.

Dated at Dartmouth, this 5th day of April, 2022.
On behalf of:

**NOVA SCOTIA EARLY CHILDHOOD
DEVELOPMENT INTERVENTION
SERVICE**







**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5054**

