



**FIRST LAKE EARLY LEARNING CENTRE SOCIETY**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4745 - 04**

**January 1, 2024 to March 31, 2026**

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This Agreement made this 4<sup>th</sup> day of February \_\_\_\_\_ 2024.

BETWEEN:

**First Lake Early Learning Centre Society,**  
hereinafter called "the Employer",

Party of the First Part

AND

**Canadian Union of Public Employees and its Local 4745**  
hereinafter called "the Union",

Party of the Second Part

## **ARTICLE 1 - PREAMBLE**

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

- (1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.

## **ARTICLE 2 - DEFINITIONS**

2.01 **Gender**

Throughout this agreement, the feminine includes the masculine and the plural includes the singular and vice versa, as the context may require. Where a noun, pronoun or adjective 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.

- 2.02        **Employee**
- Means a full-time, regular part-time or temporary Employee in the bargaining unit who has successfully completed the probationary period.
- 2.03        **Full-Time Employee**
- Means an Employee who has successfully completed the probationary period and who is regularly scheduled to work the regular hours of work in article 18.01.
- 2.04        **Part-Time Employee**
- Means an Employee who has successfully completed the probationary period and who works less than the regular hours of work in article 18.01. The Collective Agreement is fully applicable to part-time Employees on a pro-rated basis.
- 2.05        **Working Day**
- Means Monday to Friday, excluding Holidays.
- 2.06        **Spouse**
- As defined in the Benefit Policy. This includes a same sex spouse for the purposes of this Agreement.
- 2.07        **Date of Hire**
- The most recent date on which the Employee becomes a member of the Bargaining Unit.
- 2.08        **Probationary Period**
- a) A newly hired Employee shall be on probation for a period of four (4) consecutive months from the date of hire or in the case of part-time Employees have worked six hundred and forty-nine (649) hours. During the probation period, the Employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. Employment may be terminated at any time during this period and without recourse to the grievance procedure unless an alleged violation of the Article 5.01.

- b) A probationary Employee shall have an evaluation between the end of their second month and beginning of their third month of their employment. If there are any areas of concern or problems, they will be addressed with the Employee and Union representative as soon as possible both verbally and in writing. The Employee shall be advised of the expectations required and given the opportunity to correct and improve prior to being terminated.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

#### **3.01 Application of the Collective Agreement**

Managements rights referred to in this Article shall be exercised in a manner fairly and reasonably and consistent with the terms of this Agreement.

- 3.02 The Union recognizes the right of the Employer to exercise the regular and customary function of Management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure, as set out in Articles 12 and 13.

### **ARTICLE 4 – UNION RECOGNITION**

#### **4.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 4745 as the sole and exclusive collective bargaining agent for all of its Employees save and except the Executive Director, Assistant Director and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*.

#### **4.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the Parties.

#### **4.03 Union Membership Requirement**

All Employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the

Union. All new Employees shall, as a condition of continued employment, become and remain members in good standing in the Union on their first day of employment.

4.04 This Collective Agreement is fully applicable to all part-time or temporary Employees as follows:

- (1) Part-time Employee means one who is employed on a regular scheduled basis, but who works less than the schedule for a full-time Employee, and they shall be entitled to all benefits on a pro rata basis.
- (2) Temporary Employee means one who has been employed by the Employer in excess of 20 consecutive days for an individual(s), to relieve for vacation, sickness, leave of absence or other reason, but does not include any persons hired to fill a regular job vacancy or a new position. Temporary Employees shall be entitled to sick leave and vacation benefits on a pro rata basis.
- (3) Substitute Employee means one who is employed on a part-time "on-call" basis and such an Employee is not a member of the bargaining unit.

4.05 **List of Officers**

The Union shall provide the Executive Director with a list of all representatives of the Union and shall also advise of any additions and deletions to the list.

4.06 **No Strike, Work Stoppage, or Slowdown**

There shall be no strike, work stoppage or slowdown during the term of this Agreement and the Employer agrees that there shall be no lockout of the members of the Union during the term of this Agreement.

4.07 **No Other Agreements**

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

## **ARTICLE 5 – NO DISCRIMINATION**

5.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with

respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, religion, ethnic, national or Aboriginal origin, political or religious affiliation, sex (including pregnancy), source of income, gender, gender identity, gender expression, sexual orientation or marital status, family relationship, or status, mental or physical disability, nor by reason of their membership or activity in the Union. The Parties are bound by the *Human Rights Act (NS)* and *Regulations*.

The Employer shall provide, a workplace free from harassment based on the protected characteristics set out in the *Human Rights Act of Nova Scotia*.

## **ARTICLE 6 – UNION DUES DEDUCTION AND REMITTANCE**

### **6.01 Union Dues Deduction and Remittance**

The Employer will deduct union dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement.

Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, 1375 St. Laurent Boulevard, Ottawa, Ontario K1G 0Z7, no later than the 15th day of the month following the one in which they were deducted.

### **6.02 Dues Supporting Documentation**

Along with the deductions, the Employer will provide:

- a) a completed Union dues remittance form, supplied by the Union, and
- b) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary), classification/job title, regular earnings, hours worked, and dues deducted.
- c) The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union's Secretary-Treasurer at [treasurer4745@gmail.com](mailto:treasurer4745@gmail.com) or mail to Treasurer of Local 4745 at 271 Brownlow Avenue, Dartmouth, Nova Scotia B3B 1W6.

6.03 **T-4 slip**

The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

6.04 **Disclosure for Dues Collection and Authorizations**

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

- a) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as full-time, part-time, temporary), classification/job title, regular earnings, and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer at [treasurer4745@gmail.com](mailto:treasurer4745@gmail.com) or mail to Treasurer of Local 4745 at 271 Brownlow Avenue, Dartmouth, Nova Scotia B3B 1W6 and National Servicing Representative, within 10 days of each pay period.

**ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

7.01 **Potential Employees**

During the interview process, the Employer will advise potential Employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

7.02 **New Employees**

On commencing employment in a position within the bargaining unit, the Executive Director or other representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership, at a time mutually convenient. A maximum of sixty minutes will be

allowed for this purpose within regular working hours and without loss of pay for either Employee. The sixty (60) minutes may be broken into shorter sessions as needed to maintain ratio.

**7.03 Notification of New Hires**

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary), start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

**7.04 Work Site Access**

The representative designated by the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

**7.05 Contact Information**

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, home mailing address, home telephone number or cellular number.

The Employee contact list will be provided in a spreadsheet to the Union Vice President in January and July of each year. The Union will safeguard the information given it by the Employer. The Union will only use the contact information for legitimate purposes in accordance with the *Trade Union Act*.

**ARTICLE 8 – CORRESPONDENCE**

8.01 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or their designate and the Unit Vice President and/or the CUPE National Representative, where appropriate.

**ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

**9.01 Establishment of Committee**

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

full support of both Parties in the interests of improved service to the centre and the families it serves, and job security for the Employees.

#### 9.02 **Function of Committee**

The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
- (2) Improving and extending services to the centre and the families it serves.
- (3) Promoting safety and sanitary practices.
- (4) Reviewing issues raised with the Committee by the Union and the Employer.

#### 9.03 **Meetings of Committee**

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

#### 9.04 **Chairman of the Meeting**

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

#### 9.05 **Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairs as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive one (1) signed copy of the minutes within one week following the meeting.

#### 9.06 **Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the

Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

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

### **10.01 Representation**

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

### **10.02 Union Bargaining Committee**

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

### **10.03 Function of Bargaining Committee**

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

### **10.04 Representative(s) of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

10.05 **Meeting of Committee**

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

10.06 **Information Which Will be Shared**

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, directives, or documents required for collective bargaining purposes.

10.07 **Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the Employee's lunch period or following the regular working day.

10.08 **Time off for Meeting**

Any representative of the Bargaining Committee of the Union, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration to a maximum of 16 hours per fiscal year.

**ARTICLE 11 – BOARD OF DIRECTORS**

11.01 **Opportunity to Appear**

A representative of the Union shall have the right to request an opportunity to appear before the Board of Directors to speak on specific issues from time to time as they may arise. Such requests shall not be unreasonably denied provided at least one week's notice is given by the Union to the Board of the request.

11.02 **Copy of Board Meeting Minutes**

A copy of the minutes of each Board meeting shall be given to the Union at the same time they are made available to the parents.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

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

### **12.02 Definition**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, or in a case where the Employer is alleged to have acted unjustly, improperly or arbitrarily.

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

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

### **12.04 Names of Stewards**

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

### **12.05 Grievance Committee**

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

### **12.06 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed full time by the

Employer and that they will not leave their work during working hours except to perform their duties under this agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Supervisor, which permission shall not be unreasonably withheld.

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

12.08 **Informal Step: Step One**

(a) The aggrieved Employee(s) will inform their Shop Steward or member of their grievance committee of the complaint within ten (10) days of the occurrence or the circumstances giving rise to the complaint.

(b) If the Steward and/or Grievance Committee consider the complaint to be justified, they shall first meet with the Executive Director of the site to discuss the complaint and seek to settle the complaint with the Executive Director of the site.

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

12.09 **Step Two**

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

12.10 **Step Three**

Failing settlement at Step 2 the Union may submit the grievance in writing to the Chairperson of the Board of Directors within 10 working days. A meeting will be held with the grievor, the Board of Directors and the Shop Steward or designate within 45 working days to discuss the grievance and remedy sought. The chairperson of the Board shall deliver their response in writing to the Union within 30 working days of the meeting.

12.11 **Step Four**

Failing satisfactory settlement being reached at Step 3 the Union may decide to refer the grievance to arbitration. The referral will be within thirty (30) working days of the receipt of the decision of the chairperson of the Board of Directors.

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

12.13 **Group Grievance**

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

12.14 **Policy Grievance**

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

12.15 **Union Grievance**

The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Employer of this agreement in writing at Step 2 of the grievance procedure within 30 working days of the circumstances giving rise to the grievance have originated or occurred or ought to have reasonably come to the attention of the Union.

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

12.17 **Grievance on Safety**

An Employee, or a group of Employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a

grievance in the third step of the grievance procedure for preferred handling.

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

12.19 In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays, or paid holidays.

12.20 **Replies in Writing**

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

12.21 **Facilities for Grievances**

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

12.22 **Mutually Agreed Changes**

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

12.23 **Technical Objections for Grievances**

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

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

12.25 The Parties may attempt to resolve certain grievances through an alternate dispute resolution process. Mediators or non-binding arbitrators provided through the Labour Services of the Department of Environment and Labour or private mediators may be engaged to assist the Parties to reach an agreement. This procedure and any agreement reached are voluntary and shall be set out in written form signed by both Parties. Failure to reach

agreement through this article shall in no way interfere with the arbitration procedure. Time limits as set out in the grievance procedure may be extended as required to accommodate this procedure and shall form part of the initial alternate dispute resolution agreement.

- 12.26 The Parties shall meet at each step in the process unless mutually agree to waive the meeting.

## **ARTICLE 13 - ARBITRATION**

### **13.01 Single Arbitrator**

When either Party requests that a grievance be submitted to arbitration, the request shall be made by mail and email addressed to the other Party of the Agreement, indicating the name of its selection of an Arbitrator. Within five (5) days thereafter, the other Party shall answer by mail and email. The Parties shall strive to agree on selection of a single Arbitrator.

### **13.02 Failure to Appoint**

If either Party refuses to select an Arbitrator or agree on a single Arbitrator, the Minister of Labour for the Province of Nova Scotia shall be empowered to appoint an Arbitrator.

### **13.03 Procedure**

The Arbitrator shall determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations. In its attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within one hundred and fifty (150) days from the time the Arbitrator is appointed.

### **13.04 Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on all Parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

13.05      **Disagreement on Decision**

Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene the Parties to clarify the decision, which it shall do within ten (10) days.

13.06      **Expenses**

The Parties shall contribute equally to the expenses and remuneration of the Arbitrator, including all expenses related to holding the arbitration.

13.07      **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties.

13.08      **Witnesses**

At any stage of the Grievance or Arbitration procedure, the Parties shall have the assistance of any Employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring Parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

13.09      The Parties may agree to use the services of a Mediator to resolve the grievance. The use of a Mediator does not preclude the Parties from the Arbitration process if the grievance remains unresolved. Any expenses will be paid in accordance with 13.06.

**ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE**

14.01      **Dismissal of a Probationary Employee**

An Employee who has not completed their probationary period may be terminated at any time during the probationary period subject to Article 2.08.

14.02      No Employee who has completed the probationary period shall be disciplined except for just cause or failure to complete qualifications as required by Article 16.07. The following procedure shall be followed for any disciplinary action, up to and including discharge, against an Employee who has completed their probationary period.

14.03 Both Parties agree that the Employee is innocent until proven guilty and agree to the concept of progressive discipline.

14.04 **Right to have Union Representation**

All probationary and permanent Employees have the right to have a Union representative present at any meeting where the Employer is intending to discipline or investigate an incident which may lead to discipline. The employer shall advise the Employee of this right and allow them to set time for a meeting that will permit the Employee to secure Union representation in advance of such meeting.

14.05 Upon completion of an investigation, if it is found that an Employee has been unjustly suspended or discharged, the Employee shall be reinstated to their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next proceeding the discharge or suspension, or by any other compensation agreed to by the Parties or ordered by an Arbitrator, if the matter is referred to arbitration.

14.06 In imposing discipline, the Employer shall not consider any disciplinary notice that was put on the Employee's personnel file more than eighteen (18) months earlier unless the disciplinary action was as a result of any action that affected the safety or well being of a child/children. Such notices shall remain on the Employee's personnel file for a period of thirty-six (36) months.

14.07 The Employee shall be notified of the disciplinary action taken against them, with a copy to the Secretary of the Union, within ten (10) days. An Employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under Article 12, grievance procedure, and Step 1 of the grievance procedure shall be omitted.

14.08 **Warnings**

Whenever the Employer or their authorized agent deems it necessary to censure an Employee, in a manner indicating that dismissal may follow any further infraction or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the Employee involved.

14.09 **Crossing of Legal Picket Lines during Strike**

An Employee covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

**ARTICLE 15 – SENIORITY**

15.01 **New Employees**

An Employee hired into a permanent position shall be on probation for a period of four (4) months from the date of hiring. Employees shall be eligible for the Group Benefits and Pension as per Article 26 and as plan texts allows.

15.02 **Seniority List**

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

15.03 An Employee loses all seniority when they:

- (a) resigns; verbally or in writing and does withdraw their resignation within seventy-two (72) hours or
- (b) is discharged for just cause and is not reinstated; or
- (c) absents themselves from work for more than five (5) consecutive working days without securing leave of absence from the employer; or
- (d) is laid off for a period of more than twenty-four months, and their employment is being terminated; or
- (e) fails to return to work within seven (7) working days after recall notice is given to them personally or by registered mail at their last address on file with the employer. It shall be a condition of possible future recall from a lay-off that all Employees keep the Employer informed of their current mailing address.

- 15.04 During a layoff the Employee will maintain their accumulated seniority but will not accumulate further seniority during the layoff.

## **ARTICLE 16 – PROMOTIONS AND STAFF CHANGES**

### **16.01 Posting Vacancies**

When the Employer determines there is a vacancy or creates a new position within the bargaining unit it shall, within fourteen (14) working days, post notice on the designated bulletin board for a period of seven (7) calendar days during which any Employee in the bargaining unit can apply in writing for the position. This posting shall not prohibit the Employer's right to advertise for people outside the Bargaining Unit, provided that consideration shall first be given to qualified Employees within the Bargaining Unit who apply for such vacancies. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

### **16.02 Trial Period**

When an Employee is appointed to a different position/classification within the bargaining unit, the first three (3) months worked shall be a trial period. If during the trial period the Employee is found by the Employer to be unsuitable for the position/classification or the Employee informs the Employer that they wish to be returned to their former position/classification, the Employee shall be returned to their former position/classification. Other Employees that may be affected by this action shall be similarly returned to their former position/classification. Any transfers necessary to facilitate the Employee's return shall not be the subject of a grievance.

### **16.03 Appointment to a Vacant Position**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, lay offs, transfers, recalls and termination of employment.

- 16.04 No Employee shall be transferred to a position outside the Bargaining Unit without their consent. If an Employee is transferred to a position outside of the Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving

the Unit, but will not accumulate any further seniority. An Employee shall have the right to return to a position in the Bargaining Unit during their trial period, which shall be a maximum of sixty working days. If an Employee returns to the Bargaining Unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

**16.05 Role of Seniority in Promotions and Transfers**

Both Parties recognize:

- (1) the principle of promotion within the service of the Employer.
- (2) that job opportunity should increase in proportion to length of service and required qualifications.

Therefore in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.07. Appointments from within the bargaining unit shall be made within thirty (30) calendar days.

**16.06 Promotions Requiring Higher Qualifications**

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy. Such Employee will be given a trial period to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

**ARTICLE 17 - LAYOFFS AND RECALLS**

**17.01 Definition of Lay-off**

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

17.02 Both Parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their seniority with the Employer.

17.03 Employees shall be recalled in the order of their seniority.

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

17.05 **Advance Notice of Layoff**

Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off ten (10) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

17.06 **Grievances on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

17.07 Employees who work shifts at the Centre while on layoff shall be paid their regular rate of pay for all hours worked.

**ARTICLE 18 - HOURS OF WORK**

18.01 (a) The regular work week for full time Employees shall consist of five (5) nine (9) hour shifts from Monday to Friday inclusive.

(b) A thirty (30) minute unpaid lunch and one (1) fifteen (15) minute paid breaks will be added to the Employee's lunch break to make a forty-five (45) minute break in the midpoint of the shift. In addition, one (1) fifteen (15) minute paid break shall be provided to each Employee during their regular shift.

(c) The regular shift shall not commence earlier than 7:00 am and not finish later than 5:30 pm.

(d) Unless mutually agreed otherwise in writing no Employee shall work through their lunch to leave early at the end of the day.

(e) The regular hours of work for the part time Employees shall be less than the hours set out in Article 18.01 (a).

(f) The regular hours of work for the Inclusion Coordinator shall be eight (8) hours a day, Monday to Friday. 8:30am to 4:30pm Monday, Wednesday Friday, and Tuesday and Thursday 9:00am to 5:00pm unless mutually agreed.

(g) The regular hours of work for the Cook shall be as present practice unless mutually agreed.

18.02 The hours and days of work of each Employee shall be decided by mutual agreement between the Employer, Employee and the Union, and shall be posted in an appropriate place at least two weeks in advance. Once posted the shift schedule shall not be changed without the mutual consent of the Employee and the Employer except in a straight shift swap or in exceptional circumstances.

18.03 Recognizing the need of the work environment, the practice for rest and coffee breaks shall be decided by mutual agreement.

18.04 Wherever possible the structure of parent interviews will be such that staff shall meet with parents during regular centre hours.

18.05 **Split Shifts**

There shall be no split shifts except by mutual agreement between the Union and the Employer.

18.06 Each teacher/program coordinator/inclusion coordinator shall receive 1 hour per week of time for on site preparation of their curriculum in the mornings prior to lunch, as per operational requirements allow. If the situation allows for additional time, it will be mutually agreed between the Employer and Employee(s). Each Employee shall have a scheduled day of the week. Although no make ups days will be granted, Employees are allowed to exchange their days with prior agreement.

**ARTICLE 19 - OVERTIME**

19.01 All work performed by an Employee in excess of their regular daily shift hours shall be paid for at the rate of time and one-half.

19.02 All mandatory work performed by an Employee at the request of the Employer on a Saturday shall be paid for at the rate of time and one-half. Any time an Employee volunteers beyond the regular work hours or on a weekend they will be paid at straight time.

19.03 All work performed by an Employee at the request of the Employer after 12 consecutive hours in a day, or on a Sunday or a holiday shall be paid for at the rate of double time.

19.04 A part time Employee working in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half. Overtime rates shall apply for all work performed on holidays and regular days off.

19.05 **Minimum Overtime**

Overtime work shall be on a voluntary basis. The Employer shall keep overtime to a minimum and shall, accordingly, supply the Union with a weekly list of all Employees who have worked more than 12 hours a week overtime and an explanation of the circumstances.

19.06 **Call Back Pay Guarantee**

An Employee who is called back to work outside their regular working hours shall be paid for a minimum of 3 hours at overtime rates. They shall be paid from the time they report for duty until the time they leave the Center at a minimum of 3 hours at the overtime rate.

**ARTICLE 20 - HOLIDAYS**

20.01 The Employer recognizes the following as paid holidays:

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

and any other day proclaimed as a holiday provided that the Department of Education and Early Childhood Development will compensate the Child Care Centre for such holiday.

20.02 **Compensation for Holidays Falling on a Weekend**

If a recognized holiday falls on the weekend, the following Monday or Tuesday shall be deemed to be the holiday for the purpose of this Agreement, provided that the Department of Education and Early Childhood Development compensates for such holiday.

20.03      **Compensation for Holidays**

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

20.04      Part-time Employees shall receive holiday pay equal to the average of the hours worked on the last day worked before the holiday and the hours worked on the first day worked after the holiday.

20.05      **Part-Time Employees and Holidays**

A part-time Employee required to work on a holiday as listed above shall be paid at the rate of time and one half for all hours worked and receive an equivalent number of hours in lieu of holiday pay, to be taken at a time agreed to by the Employer and the Employee.

20.06      **Christmas Break**

The Centre shall remain open during the time between Christmas and New Year's save and except the holidays as listed in Article 20.01 – Holidays. Employees may take those days off as a) paid vacation b) unpaid leave of absence. Time off shall be granted based on seniority and Article 21.02 (a). Requests for time off during the period from December 24 to January 2 shall be made by October 30 of each year.

20.07      **Observation of Alternate Holidays**

Employees who observe different cultural or religious holidays than those listed in 20.01, shall meet with the Executive Director and Union Representative to discuss possible alternatives including but not limited to using their leaves or exchanging one or more of the holidays listed for one of their holidays with no additional cost to the Employer. Any decisions will be made in writing.

## **ARTICLE 21 - VACATIONS**

### **21.01 Length of Vacation**

An Employee shall receive an annual vacation (January to December) with pay in accordance with their years of employment as follows:

|  |  |
|--|--|
| Less than two (2) years<br>(all Employees)     | Ten (10) working days with<br>normal day's pay   |
| Two (2) and Three (3) years<br>(all Employees) | Fifteen (15) working days with<br>normal day's pay   |
| Four (4) and Five (5) years<br>(all Employees) | Sixteen (16) working days with<br>normal day's pay   |
| Six (6) to Nine (9) years<br>(all Employees)   | Twenty (20) working days with<br>normal day's pay  |
| Ten (10) years<br>(all Employees)              | -five (25) working days with<br>normal day's pay   |
| Eleven (11) years or more<br>(all Employees)   | Twenty-six (26) working days<br>with normal day's pay with one<br>additional day each additional<br>year to a maximum of thirty-five<br>(35) days for twenty (20) years. |

Vacation is due to each Employee on January 1 of each year.

The Employer will provide to each Employee on the first working day following January 1 of each year prorated when necessary to include increases according to their anniversary.

Vacation time must be requested in advance, in writing, to the Executive Director. Vacation must be taken in the year that it was earned and cannot be accumulated. Employees will work with the Employer to schedule their vacation days prior to the end of the calendar year. Vacation unused will be paid out or be carried over for 15 days to allow the Employee to take the time.

### **21.02 Allocation of Vacation Days for Teaching Staff Only**

- (a) Only one Employee at a time, per classroom, shall be allowed vacation;

- (b) For block vacation taken during the summer and as per Article 21.08, requests must be in writing to the Executive Director by March 30. Vacation taken during September – March, must be requested in writing to the Director by August 31;
- (c) All non-block requests for vacation shall be in writing and submitted to the Executive Director ten (10) working days prior to the requested leave, unless there are special circumstances. Requests shall be granted on a first come first serve basis outside the block requests in 21.02b)

**21.03 Compensation for Holidays Falling within Vacation Schedule**

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

**21.04 Vacation Pay**

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

**21.05 Vacation Pay on Termination**

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

**21.06 Preference in Vacation**

If vacations are requested during the months of July and August, they shall be granted first on the basis of seniority, subject to ensuring quality child care is maintained at all times.

**21.07 Vacation Schedules**

Vacation schedules for July and August shall be posted by April 1 of each year and shall not be changed unless mutually agreed upon by the Employee and the Employer.

21.08      **Unbroken Vacation Period**

An Employee shall be entitled to receive at least two (2) weeks' vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee and the Employer.

21.09      **Approved Leave of Absence during Vacation**

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

21.10      **Overtime Vacation Rate**

No Employee shall be required to work during their scheduled vacation period. However, should an Employee agree to work when requested during their scheduled vacation, they shall be paid at double the regular rate of pay, plus one vacation lieu day off for each day in which they performed any work.

**ARTICLE 22 – SICK LEAVE**

22.01      **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 physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the *Worker's Compensation Act*.

22.02      Sick leave is accumulated after four (4) months' probation for all Employees on the following basis:

- (a) Each Employee shall receive thirteen (13) days of sick leave on January 1 of each calendar year.
- (b) Probationary Employees shall be granted a pro rata amount of sick leave for the remainder of the year at the completion of their probationary period.
- (c) Employees who leave the employ of the Centre before the end of the calendar year will have to repay a pro rata

amount of sick leave for the remainder of the calendar year if they have used over their allotment for the time paid in that calendar year.

22.03 When a part-time Employee is off on approved sick leave, the employer shall pay to the Employee an amount equal to the average number of hours the Employee has worked per week over the previous six month period. This amount shall be paid for the duration of the Employee's illness if sufficient sick leave credits are available in the Employee's sick leave provisions.

22.04 Sick leave can be accumulated up to thirty (30) days.

22.05 **Illness in the Family**

Employees may use their sick time accumulation to provide for the needs of their immediate family to a maximum of seven (7) days per year. Sick leave shall be deducted an hour for hour for all time missed any deductions less than an hour will be on fifteen (15)-minute increments.

22.06 **Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absences shall be deducted an hour for hour for all time missed any deductions less than an hour will be on fifteen (15) minute increments.

22.07 **Proof of Illness**

An Employee may be required to produce a certificate from a medical practitioner for any illness which the Employer requires an accommodation for upon return to their position. The Employer may request a medial certificate when an Employee is off for an extended period of time.

22.08 **Sick Leave During Leave of Absence and Lay off**

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

22.09      **Extension of Sick Leave**

An Employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed an extension of their sick leave to a maximum of thirteen (13) working days if they are on an extended sick leave (more than two (2) (weeks) due to their own personal illness. Upon their return to duty the Employee shall repay the extension of sick leave in full at the rate of one hundred percent (100%) of their monthly accumulation. No Employee shall have their services terminated by virtue of having exhausted their sick leave credits. An Employee who terminates their employment shall be required to repay the extension of sick leave in full.

22.10      **Sick Leave Records**

Immediately after the close of each calendar year, the Employer shall advise each Employee in writing of the amount of sick leave accrued to their credit.

22.11      Sick time taken for appointments as per 22.01 shall be granted on an hour for hour basis. Any time less than on e hour will be given in fifteen-minute allotments.

**ARTICLE 23 – LEAVE OF ABSENCE**

23.01      **Negotiation Pay Provisions**

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

23.02      **Grievance and Arbitration Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in arbitration procedures.

23.03      **Leave of absence for Union functions**

Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions, training sessions/educational or conferences shall be allowed leave of absence without pay but without loss of benefits. Leave of absence without pay but without loss of benefits shall be allowed for Employees to attend Executive and Committee meetings of CUPE, its affiliate or chartered bodies and any labour organizations with which the Union is affiliated. The Employer shall pay the Employee for the time requested. The

Employer shall invoice the local for the time. The Local will reimburse the Employer within thirty (30) days of receipt of the invoice.

23.04 **Leave of Absence for full-time Union or Public Duties**

- (1) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of benefits for a period not to exceed two (2) months so that the Employee may be a candidate in federal, provincial, or municipal elections.
- (2) An Employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request, during their term of office. Such Employee shall receive their pay and benefits as provided for in this Agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

23.05 **Bereavement Leave**

- (a) If a death in the immediate family of an Employee occurs during their shift or immediately before a scheduled shift, then the Employee shall receive bereavement leave with pay for that shift. An Employee shall be granted five (5) days leave of absence with pay effective midnight on the day of the death. Employees will be paid for all of these five (5) days they were scheduled to work had the death not occurred. Any additional leave shall be granted by the Employer and taken as vacation days or leave without pay.

For the purposes of ascertaining bereavement leave with pay, the members of an Employee's immediate family shall include parent, sibling, spouse [including common-law and same sex partner], child, Pregnancy loss after 10 weeks, current parent-in-law, grandparent, grandchildren, (step and foster relations) and any person for whom the Employee is a legal guardian.

Three (3) days compassionate leave without loss of pay, seniority or benefits, shall be granted to an Employee for the death of their aunt, uncle, niece, nephew, sibling-in-law.

- (b) An Employee will be granted time from their sick leave, personal days or vacation to augment their days for Article 23.05 or to take time off with pay for the loss of a pet.
- (c) Due to the circumstances in the modern-day family, the Executive 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 a family structure.
- (d) Additional time off, without pay, for travel purposes may be granted upon request of the Employee, if the service is held outside of the Halifax regional Municipality.
- (e) An Employee may request to have part of the bereavement leave in (a) deferred in the event that burial or interment will take place at a later date.

23.06

**Pregnancy / Birth Leave**

- (a) A pregnant Employee, who has been employed by the Employer for at least one year, is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to eighteen (18) months.
- (b) An Employee shall, no later than the fifth (5<sup>th</sup>) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- (c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (d) Pregnancy leave shall begin on such date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- (e) Pregnancy leave shall end on such date as the Employee determines but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.

23.07

**Pregnancy Leave Notice**

- (a) A pregnant Employee shall provide the Employer with at least four (4) weeks notice of the date the Employee intends to begin pregnancy leave and at least four (4) weeks notice of the date the Employee intends to return to work from pregnancy leave. Such notice and start date of the leave may be amended:
  - (i) by changing the date in the notice to an earlier date for medical reasons as verified by the Employee's attending physician. In such cases the Employee will provide as much advance notice of the revised start date of the leave as is possible; or,
  - (ii) by changing the date in the notice to an earlier date for personal reasons if the notice is amended at least four (4) weeks before the originally selected date; or
  - (iii) by changing the date in the notice to a later date if the notice is amended at least four (4) weeks before the original date.
- (b) Where notice as required under Article 23.07 is not possible due to circumstances beyond the control of the Employee, the Employee will provide the Employer as much notice as reasonably practicable of the commencement of the Employee's leave or return to work.
- (c) The Employer shall not terminate the employment of the Employee because of the Employee's pregnancy.

23.08

**Pregnancy Leave – Employer Requirement**

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

23.09 **Pregnancy Sick Leave**

Leave for illness of an Employee arising out of or associated with and Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 23, may be granted sick leave in accordance with the provisions of Articles 22.01 to 22.04.

23.10 **Parental Adoption Leave**

Shall refer to the following leaves which include female biological parents, male biological parents, male and female adoptive parents.

- (a) Upon one year's employment, the parental leave of an Employee who has taken pregnancy/birth leave and whose newborn child or children arrive in the Employee's home during pregnancy/birth leave:
  - (i) shall begin immediately upon the exhaustion of the pregnancy/birth allowance, without the Employee's returning to work; and
  - (ii) shall end not later than eighteen (18) months after the parental leave began as determined by the Employee. In no case shall the combined pregnancy/birth and parental/adoption leaves to which an Employee is entitled exceed a maximum of eighteen (18) months.
- (b) Upon one year's employment, the parental leave for an Employee who becomes a parent of one or more children through the birth of the child or children, other than a parent for whom provision is made in 23.11(a):
  - (i) shall begin on such date coinciding with or after the birth of the child as the Employee determines; and
  - (ii) shall end not later than eighteen (18) months after the child or children first arrive in the Employee's home.
- (c) Upon one years' employment, an Employee who becomes a parent of one or more children through the placement of the child or children in the care of the Employee for the purpose of adoption of the child or children, who has been employed by the Employer for at least one year, is

entitled to an unpaid leave of absence of up to eighteen (18) months. This leave:

- (i) shall begin on a date coinciding with the arrival of the child or children in the Employee's home; and
- (ii) shall end not later than eighteen (18) months after the leave began.

23.11 **Pregnancy/Birth and Parental and Adoption Leave Deferral**

If an Employee is entitled to pregnancy/birth or parental, or adoption leave and the child to whom the leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the Employee is entitled to return to and resume work and defer the unused portion of leave until the child is discharged from the hospital, upon giving the Employer reasonable notice.

23.12 **Return to Work**

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

23.13 **Special Leave – Birth**

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 during the confinement of the mother. This leave may be divided into periods and granted on separate days.

23.14 **Service and Seniority Continuation**

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

23.15 **Group Benefit Plan Continuation**

While an Employee is on pregnancy/birth or parental leave, the Employer shall permit the Employee to continue participation in eligible benefit plans. The Employee shall be responsible to pay both the Employer and the Employee's shares of the premium costs for maintaining such coverage for which the Employee is eligible during the period of leave unless the plan allows otherwise.

23.16 **Compassionate Care Leave**

The Employer shall grant any paid or unpaid leave that is proclaimed by the Provincial or Federal Government to which an Employee is entitled.

23.17 Employees will be granted any leave presented by the Government of Canada or Province of Nova Scotia to take care of other adults or children or any other leave as allowed under the Labour Standards Code.

23.18 **Family Leave**

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

| <b>Reason</b>                            | <b>Leave of Absence</b> |
|--|-------------------------|
| Serious fire or flood in Employee's home | One day                 |
| Canadian Citizenship                     | One Day                 |

23.19 **Time Off for Elections**

Employees shall be allowed two (2) consecutive hours off with pay before the closing of the polls in any federal, provincial or municipal election or referendum.

23.20 **General Leave**

An Employee shall be entitled to leave of absence without pay and without loss of seniority when he requests such leave for

good and sufficient cause. Such request shall be in writing and approved by the Employer.

**23.21 Leave for Storm or Hazardous Conditions**

- (a) There shall be no loss of pay or benefits to Employees scheduled to work and the Centre is closed due to storms or hazardous conditions, provided that the Department of Education and Early Childhood Development pays for the day.
- (b) If a person is scheduled for a vacation day, or a sick day and the centre is closed prior to any shift beginning for that day due to a mandatory, emergency or storm shut down (closure) the Employee shall not have that day taken from their allotment of sick or vacation time.
- (c) For any power outage that occurs during the workday, staff are expected to remain on site until the last of the children leave unless otherwise instructed or your shift is over.

**23.22 Personal Days**

The Employees shall be granted five (5) personal days annually to be taken from their sick leave accumulation. An Employee shall seek approval from the Executive Director, at least five (5) working days prior to the personal day requested. Such approval shall not be unreasonably withheld.

**23.23 Education Leave**

A full time Employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to up-grade their employment qualifications. An Employee shall be entitled to leave of absence without pay to upgrade their education.

**23.24 Domestic Violence**

Employees may face situations of violence or abuse in their personal lives that may impact their attendance or performance at work.

If an Employee provides evidence of being in an abusive or violent situation, and their absence is not covered by sick leave or disability insurance, the Employee will not be subject to disciplinary action.

Employee absence under this circumstance shall be granted without pay and shall not exceed two (2) months. The Employee shall provide proof of the situation in the form of a note from a physician, therapist, attending police officer, crisis unit supervisor for a period of absence in excess of three (3) days, if requested by the Employer.

The cost of securing a note from a health care provider regarding such absences will be paid by the Employee and reimbursed to the Employee by the Employer once the note is provided to the Employer.

## **ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**

### **24.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of their wages, sick time used and remaining, vacation used and remaining, overtime, and other supplementary pay and deductions.

### **24.02 Equal Pay for Equal Work**

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

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

When an Employee temporarily relieves in or performs the principle duties of a higher paying position at a flat rate of pay, they shall receive the rate for the job. When an Employee temporarily relieves in, or performs the principle duties of a higher paying position for which a salary range has been established, they shall receive the rate in the salary rate which is higher than their previous rate. The Employee shall qualify for any pay increments based on their length of service in their temporary assignment. Where the higher position is outside the bargaining unit, they shall receive the rate of pay of the position filled. The Employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.

- 24.04      **Pay on Transfer, Lower Rated Job**
- When an Employee is assigned to a position paying a lower rate, their rate shall not be reduced.
- 24.05      **Staff/Parent Meetings**
- Required participation in staff meeting/parent teacher meetings shall be considered work and compensated at straight time rates on an hour for hour basis.
- 24.06      The Employer shall pay the full cost of any updates to an Employee's Criminal Record check or Child Abuse Registry check.
- 24.07      Employees will be paid up to ten (10) hours per year at straight time for each hour spent at recognized mandatory Professional Development.

## **ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION**

- 25.01      **Job Descriptions**
- The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within 30 days.
- 25.02      **No Elimination of Present Classifications**
- Existing classifications shall not be eliminated or changed without informing the Union.
- 25.03      **Changes in Classification**
- When the duties or volume of work in any classification are changed or increased, or where the Union and/or an Employee feels he is unfairly or incorrectly classified, or when a position not covered in Schedule "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an Employee.

## **ARTICLE 26 - EMPLOYEE BENEFITS**

### **26.01 Worker's Compensation**

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

26.02 When off on Worker's Compensation benefits vacation credits for the Employee shall continue to accumulate.

### **26.03 Pension**

Effective as soon as agreed on by the Department of Education and Early Childhood Development, no sooner than May 1, 2024, and no later than December 31, 2024, all eligible employees shall participate in the Colleges of Applied Arts and Technology (CAAT) DBplus Pension Plan as plan text allows. The Employer and the Employee shall each make contributions at a rate of five percent (5%) of applicable wages. Unless plan text states otherwise, Pension contributions shall begin on the first working day of the month following the Employees hiring. Pension contributions are mandatory for both the Employer and the eligible Employee. All premiums (2% each for the Employer and the Employee) will continue to be sent to the Multi Sector Pension Plan until all eligible Employees are enrolled into the CAAT Pension Plan and the MSPP ceases. Employees will transfer the money from the MSPP to the CAAT Pension Plan as plans text allows. If allowed by the plan text beginning the 1<sup>st</sup> full pay in April, the Employer may hold an additional 3% towards the CAT until the time First Lake Early Learning Centre is enrolled into the plan.

### **26.04 Group Health and Dental**

Effective as soon as agreed on by the Department of Education and Early Childhood Development, no sooner than May 1, 2024, and no later than December 31, 2024, all eligible Employees agree to participate in the Health Association of Nova Scotia Group Health and Dental Plan provided by the Employer as plan text allows. The terms and conditions of the plan shall be determined by the plan. The Employer shall pay sixty-five percent (65%) and the Employee shall pay thirty-five percent (35%) of the cost of the premiums. Unless plan text states otherwise, eligible Employees will be enrolled in the HANS Group Health and Dental plan on the first working day of the month following their hiring. Enrollment in the HANS Group Health and Dental Plans are mandatory for all eligible Employees unless they can prove coverage under an alternate plan.

26.05 **Life Insurance**

Effective as soon as agreed on by the Department of Education and Early Childhood Development, no sooner than May 1, 2024, and no later than December 31, 2024, all eligible Employees agree to participate in the Health Association of Nova Scotia Life Insurance Plan provided by the Employer as plan text allows. The terms and conditions of the plan shall be determined by the plan. The Employer shall pay sixty-five percent (65%) and the Employee shall pay thirty-five percent (35%) of the cost of the premiums. Unless plan text states otherwise, eligible Employees shall be enrolled in the Life Insurance Plan(s) on the first working day of the fourth month of employment. Enrollment in the Life Insurance Plan is mandatory for all eligible Employees.

26.06 **Long Term Disability**

Effective as soon as agreed on by the Department of Education and Early Childhood Development, no sooner than May 1, 2024, and no later than December 31, 2024, all eligible Employees agree to participate in the Health Association of Nova Scotia Long Term Disability Plan (LTD) as plan text allows. The terms and conditions of the plan shall be determined by the plan. The Employer shall pay fifty percent (50%) and the Employee shall pay fifty percent (50%) of the cost of the premiums. Unless plan text states otherwise, eligible Full time Employees shall be enrolled on the first working day of the fourth month of employment. Part time Employees will have a delayed start due to number of hours worked. Enrollment in the Long-Term Disability Program is mandatory for all eligible Employees.

26.07 **Employee Family Assistance Program**

Effective January 1, 2024, the Employer agrees to provide, all eligible Employees, and their immediate families with an Employee Family Assistance Program (EFAP) through Telus Health as the plan text allows. Eligible Employees and their immediate families will have access to the EFAP resources on the first day of Employment. There shall be no additional cost to the Employer or Employee for premiums for the EFAP.

26.08 All Employees will receive copies of the specific details from the plan carriers when the detailed booklets or links are provided by the carriers.

## **ARTICLE 27 - SAFETY AND HEALTH**

### **27.01 Cooperation on Safety**

The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to Employees engaged in unhealthy or hazardous work.

### **27.02 Safety Committee Pay Provisions**

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

### **27.03 Safety Measures**

Employees shall be supplied with all the necessary safety equipment.

### **27.04 No Disciplinary Action**

No Employee shall be disciplined for refusal to work without adequate protection to their health and safety. If investigated by a representative from the Occupational Health and Safety division of the Department of Labour or by the Police/RCMP and they state the protection given was the proper protection for the request made of the job expectation, the Employee will be disciplined.

### **27.05 Investigating of Accidents**

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

### **27.06 Injury Pay Provisions**

An Employee who is injured or who comes down with an unusual contagious illness contacted from the children during working hours, and is required to leave for treatment or is sent home as a result of such injury or illness, shall receive payment for the remainder of the shift at their regular rate of pay, unless a doctor or nurse states that the Employee is fit for further work on that shift. An Employee who has received payment under this section shall receive pay for time necessarily spent for further medical

treatment of the injury or illness during regularly scheduled working hours, subsequent to the day of the accident.

27.07      **Transportation of Accident Victims**

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

27.08      **First Aid Kits**

A first aid kit shall be supplied by the Employer and placed in an appropriate location for the use of all Employees.

27.09      The Parties agree to adhere to the *Nova Scotia Occupational Health and Safety Act* and its regulations. Employees shall be aware of their Right to Know, Right to Participate and Right to Refuse.

**ARTICLE 28 – JOB SECURITY**

28.01      **Restrictions on Contracting-Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other child care centre, person, company, or non-union Employee except in rare circumstances where the work will be first offered to a member of the bargaining unit and only if a member of the bargaining unit is unable to do the work shall the work be sub-contracted.

**ARTICLE 29 - PROFESSIONAL DEVELOPMENT AND TRAINING REQUIREMENTS**

29.01      **Qualifications**

Upon signing of this Collective Agreement, all Early Childhood Education Educators shall be trained, or in training, as approved by the *Early Learning and Child Care Act*. Early Childhood Educators who are not qualified shall provide confirmation of enrolment and will endeavor to complete their training, as above, within thirty-six (36) months.

29.02      To help Employees further their education in the field, the Employer shall loan the Employee the funds to pay 100% of the cost of a training program or for a course upon request from an

Employee. The Employee will give the Employer a receipt of their registration. At the completion of the program or course the Employee will pay the Employer the amount of the loan from the monies received from the Government. Employees who do not pass or do not complete the training will reimburse the Employer for all monies paid on their behalf for the training.

- 29.03 To maintain their classification all Employees shall complete the training/professional development as required by the Department of Education and Early Childhood Development. Such training shall be paid for by the Employer up to a maximum of ten (10) hours per year not to accumulate. Proof of completion shall be submitted to the Employer prior to payment.
- 29.04 The Employer shall close the centre for one (1) professional development (PD) day each year. During this day all staff shall have paid training in First Aid Course or any other Courses that the Employer deems relevant for all Employees to take part. All Employees shall attend and be paid for all hours. This PD day will be over and above the 10 hours as per Article 29.03
- 29.05 The Employer shall email the staff any training courses or professional development opportunities for which the Employees may be interested or selected. The email shall contain the following information:
- Type of course (subjects material to be covered)
  - Time, duration, location of course
  - Basic minimum qualifications required
- This email shall be circulated, printed and placed in the Union binder as soon as the Employer becomes aware of the to afford all interested Employees an opportunity to apply for such training.
- 29.06 Opportunities for which the Employer sends Employees shall be divided equally amongst interested Employees who meet the qualifications for the courses.
- 29.07 When a course is available during the week only, no Employee shall lose pay for attendance at any training opportunity which takes place during the centre's regular business hours. If the same course or a different course is offered on the weekend or in the evenings, the Employee will take the course then and will be paid straight time for all hours spent in the course.

29.08 Any Employee who has given notice of termination will reimburse the Employer for any professional development funds paid on their behalf beyond the date of their termination notice from their last cheque. Any Employee who misses workshops for reasons other than emergencies, such as but not limited to, the death in the Employee's family, Employee's illness or at the Executive Director's discretion will have to repay the registration fee.

### **Mandatory Training**

29.09 Mandatory training required by the Centre shall be paid for by the Centre and time spent in such training shall be considered work and compensated at straight time rates on an hour for hour basis. Mandatory training in this clause includes First Aid/CPR Recertification and Food Handler's Course.

29.10 After the first year of Employment, the Employer shall pay the full cost of any updates to an Employee's Criminal Record check or Child Abuse Registry check or First Aid recertifications.

29.11 Employees will be paid up to ten (10) hours each year at straight time for each hour spent at recognized mandatory Professional Development. Proof of completion will be given to the Executive Director prior to payment.

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

29.13 Any Employee who has given notice of termination will reimburse the Employer for any professional development funds paid on their behalf beyond the date of their termination notice from their last cheque. Any Employee who misses workshops for reasons other than emergencies, such as but not limited to, the death in the Employee's family, Employee's illness or at the Executive Director's discretion will have to repay the registration fee.

## **ARTICLE 30 – GENERAL CONDITIONS**

### **30.01 Union Binder**

The Employer will provide a designated space within the centre for the Union to have a binder for the inclusion of Union Material for the purpose of communicating with its members. The Union will be responsible for providing the binder and the materials.

30.02        **Necessary Equipment and Supplies**

The Employer shall supply all necessary equipment required by Employees in the performance of their duties. Replacement will be made by producing the worn or broken piece of equipment.

**ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS**

31.01        **Present Conditions to Continue**

All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this agreement but may be modified by mutual agreement between the Employer and the Union.

31.02        **Continuation of Acquired Rights**

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

31.03        **Amalgamation, Regionalization and Merger Protection**

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

- (1) Employees shall be credited with all seniority rights with the new employer.
- (2) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new employer.
- (3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new employer.
- (4) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging Employees.

- (5) No Employee shall suffer a loss of employment as a result of merger.
- (6) Preference in location of employment in the merged operation shall be on the basis of seniority.

## **ARTICLE 32 – TERM OF AGREEMENT**

### **32.01 Duration**

- (a) This Agreement shall be binding and remain in effect from January 1, 2024 to March 31, 2026 and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing that it desires its termination or amendments.
- (b) Should any additional funding flow from the Nova Scotia Ministry of Education and Early Childhood Development, any other level of government, or should additional funding become available from any other funding source for improvements to benefits and/or compensation, the Employer agrees to enter into negotiations with the Union as to how the money will be applied to provide improvements to salary and/or benefits for members of the bargaining unit. Any wage increases as per the Department of Education and Early Childhood Development shall be added to the wage grid included in Schedule A of this Collective Agreement for all Employees.
- (c) Any additional changes brought forward by the Department of Education and Early Childhood Development with regards to any working conditions of Employees will be negotiated with the Union prior to implementation.

### **32.02 Changes in Agreement**

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

### **32.03 Notice of Changes**

Either Party desiring to propose changes to this Agreement shall, between the period of 30 and 90 days prior to the termination date, give notice in writing to the other Party. Within thirty (30)

working days of receipt of the notice the Parties shall set dates for a mutually agreeable time to enter into negotiations for a new Agreement.

**32.04 Retroactive Pay for Terminated Employees**



An Employee who has severed their employment between the termination date of this Agreement and the effective date of the new agreement shall receive the full retroactivity of any increase in wages, salaries or other prerequisites.

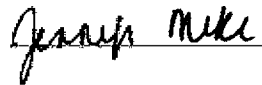
DATED THIS 9<sup>th</sup> DAY OF February, 2024.

SIGNED, SEALED AND DELIVERED in the presence of:

**THE EMPLOYER:  
FIRST LAKE EARLY  
LEARNING CENTRE SOCIETY**

**THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4745-04**

  
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**SCHEDULE A**  
January 1, 2024

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

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

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

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

|                                      | <1 year<br>At FLLC | 1-2 year<br>At FLLC | 2-3 years<br>At FLLC | 3-4 years<br>At FLLC | 4 years +<br>At FLLC |
|--------------------------------------|--------------------|---------------------|----------------------|----------------------|----------------------|
| Early Childhood Educator in Training | 16.50              | 17.00               | 17.50                | 18.00                | 18.50                |
| Cook                                 | 18.00              | 18.50               | 19.00                | 19.50                | 20.00                |

Effective March 31, 2024 all above noted wage scale will increase by 0.5% and have new wage adjustments.

Employees who have graduated as an Advanced Practitioner as per the Department of Education and Early Childhood Development will be paid a \$1.50 an hour premium on all hours paid.

All Employees shall be given an increase in their hourly wage plus the percentage increase given to Public Sector Employees in Nova Scotia specifically Department of Education and Early Childhood Development Employees effective April 1, 2024 and every increase that is given to other Employees by the Department subsequently for the remainder of the Collective Agreement.

**April 1, 2024 prior to the economic increase**

| <b>Province of Nova Scotia</b>                              |  |                                 |                                 |                                 |  |
|---|--|---------------------------------|---------------------------------|---------------------------------|--|
| <b>Inclusion Coordinator/Program Coordinator Wage Scale</b> |  |                                 |                                 |                                 |  |
| <b>NS Classification*</b>                                   | <b>Step 1<br/>&lt;1 year<br/>(Minimum)</b> | <b>Step 2<br/>1-2<br/>years</b> | <b>Step 3<br/>2-3<br/>years</b> | <b>Step 4<br/>3-4<br/>years</b> | <b>Step 5<br/>4-5 yrs+<br/>(Maximum)</b> |
| <b>Level 1</b>  | \$25.20                                    | \$25.95                         | \$26.73                         | \$27.53                         | \$28.36                                  |
| <b>Level 2 /School Age Approval</b>                         | \$27.15                                    | \$27.96                         | \$28.80                         | \$29.67                         | \$30.56                                  |
| <b>Level 3</b>  | \$28.13                                    | \$28.97                         | \$29.84                         | \$30.74                         | \$31.66                                  |

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

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

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

| <b>Province of Nova Scotia</b>                   |  |                                 |                                 |                                 |  |
|--|--|---------------------------------|---------------------------------|---------------------------------|--|
| <b>Early Childhood Educator (ECE) Wage Scale</b> |  |                                 |                                 |                                 |  |
| <b>NS Classification*</b>                        | <b>Step 1<br/>&lt;1 year<br/>(Minimum)</b> | <b>Step 2<br/>1-2<br/>years</b> | <b>Step 3<br/>2-3<br/>years</b> | <b>Step 4<br/>3-4<br/>years</b> | <b>Step 5<br/>4-5 yrs+<br/>(Maximum)</b> |
| <b>Level 1</b>                                   | \$22.91                                    | \$23.59                         | \$24.30                         | \$25.03                         | \$25.78                                  |
| <b>Level 2 / School Age Approval</b>             | \$24.68                                    | \$25.42                         | \$26.19                         | \$26.97                         | \$27.78                                  |
| <b>Level 3</b>                                   | \$25.57                                    | \$26.34                         | \$27.13                         | \$27.94                         | \$28.78                                  |

|  | <1 year<br>At FLLC | 1-2 year<br>At FLLC | 2-3 years<br>At FLLC | 3-4 years<br>At FLLC | 4 years +<br>At FLLC |
|--|--------------------|---------------------|----------------------|----------------------|----------------------|
| Early Childhood<br>Educator in<br>Training | 17.00              | 17.25               | 17.50                | 17.75                | 18.00                |
| Cook                                       | 19.00              | 19.50               | 20.00                | 20.50                | 21.00                |

1. Employees shall be placed at the appropriate classification and given recognition of service in the field on a year for year basis for step placement.
2. Other than the cook, all Employees shall be trained as per the Department of Education and Early Childhood Development or in a recognized training program working towards ECE certification.
3. If an Employee receives a higher paying educational level they shall be placed on the increment step of the higher paying educational level as of the date of their receiving their educational certification with their years of experience in the field.
4. At no time will an Employee make less than \$1.00 over minimum wage.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4745**  
**AND**  
**FIRST LAKE EARLY LEARNING CENTRE SOCIETY**

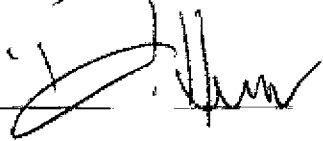
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**Communication**

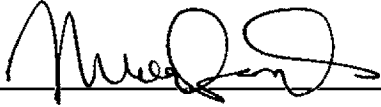
All staff including the Centre Executive Director will take a combined course on Communication to enhance the working relationships between staff in each of the classrooms as well as among all the Centre staff as a whole as soon as the arrangements can be made.

A small committee (Union and Employer) will gather input from all Parties and find a source that will be appropriate. The training will take place after hours or on the weekend. As much notice will be provided as possible. The training will be considered as part of their mandatory Professional Development and paid in accordance with 29.09.

**THE EMPLOYER:**  
**FIRST LAKE EARLY**  
**LEARNING CENTRE SOCIETY**

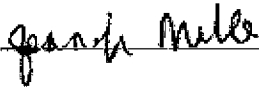
  

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**THE UNION:**  
**CANADIAN UNION OF PUBLIC**  
**EMPLOYEES, LOCAL 4745-04**

 02/09/24  

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kgp/cope491

**FIRST LAKE EARLY LEARNING CENTRE  
STORM/INCLEMENT WEATHER POLICY**

When schools are closed in the area due to inclement weather First Lake Early Learning Centre will delay opening the Centre until 10 am. A decision will be made at 9 am by the Executive Director whether the Centre will open at 10 am or will remain closed for the day. All staff will be paid for all time the Centre is closed. If the Centre opens at 10 am and an Employee chooses not to go to work, they will use time from their sick or vacation leave bank for the remainder of the day.

Staff will be paid for all hours of their shift if the Centre closed after the Employee begins their shift.

If schools in the area are not scheduled to be open during the inclement weather, the Executive Director shall make the decision whether to close or not using the above timeline. Employees shall be paid for all time the centre is closed unless they inform the Executive Director before 6 am they are taking a banked day as above.

In the event of an early dismissal for area schools, the centre will close as well. All staff will be paid their regular hours scheduled to work.

Should Employees feel it unsafe to travel to work during inclement weather when schools are not closed, they must notify their Executive Director by 6 am. Employees may use their banks as above.

For the safe of travelling safety of our families and staff, we encourage early pick ups on stormy days, but in most cases, regular programming hours will be observed.

In the event of a power outage, all staff will remain at the centre until the end of their shift or the last child leaves unless directed otherwise.