



COLLECTIVE AGREEMENT

BETWEEN

NORTH END COMMUNITY DAY CARE CENTRE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4745 - 1**

January 1, 2025 – March 31, 2027

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	3
ARTICLE 2 - MANAGEMENT RIGHTS	3
ARTICLE 3 - RECOGNITION AND NEGOTIATION	4
ARTICLE 4 - NO DISCRIMINATION	5
ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT	6
ARTICLE 6 - CHECK-OFF OF UNION DUES	6
ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES	7
ARTICLE 8 - CORRESPONDENCE	8
ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE	8
ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS	9
ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE BOARD	11
ARTICLE 12 - GRIEVANCE PROCEDURE	11
ARTICLE 13 - ARBITRATION	15
ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE	16
ARTICLE 15 - SENIORITY	18
ARTICLE 16 - PROMOTIONS AND STAFF CHANGES	19
ARTICLE 17 - LAYOFFS AND RECALLS	23
ARTICLE 18 - HOURS OF WORK	24
ARTICLE 19 - OVERTIME	24
ARTICLE 20 - HOLIDAYS	26
ARTICLE 21 - VACATIONS	27
ARTICLE 22 - SICK LEAVE PROVISIONS	29
ARTICLE 23 - LEAVE OF ABSENCE	32
ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES	37
ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION	38
ARTICLE 26 - EMPLOYEE BENEFITS	39
ARTICLE 27 - SAFETY AND HEALTH	41
ARTICLE 28 - JOB SECURITY	42
ARTICLE 29 - GENERAL CONDITIONS	43
ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS	43
ARTICLE 31 - GENERAL	45
ARTICLE 32 - TERM OF AGREEMENT	45
SCHEDULE "A"	47
JOB DESCRIPTIONS	49
CONFIDENTIALITY STATEMENT	55

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

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 **Management Rights**
- The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. 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.
- 2.02 **Discriminatory**
- The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present Employee of his employment, except through just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4745, North End Community Day Care Centre, as the sole and exclusive collective bargaining agent for all of its Employees save and except the Executive Director and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 1 of the Trade Union Act, and hereby agrees to negotiate with the union, or any of its authorized committees concerning all matters affecting the relationship between Parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 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.

3.03 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, 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.
- 3) Part-time on-call 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.

3.04 No Other Agreements

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

3.05

Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with 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 or other matters as they relate to the working conditions of Employees.

ARTICLE 4 - NO DISCRIMINATION

4.01

Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee 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, national origin, political or religious affiliation, gender, gender expression or gender identity or marital status, family relationship, place of residence, nor by reason of his membership or activity in the Union, or any other reason.

4.02

Affirmative Action Committee

The Employer and the Union agree to cooperate in formulating and implementing a program designed to ensure equal employment opportunity for all Employees. To this end, the Labour Management Committee shall review all aspects of employment for evidence of differential treatment of/ by gender, gender expression, gender identity or other reasons mentioned in 4.01, and to recommend the necessary measures for eliminating such practices. The recommendations shall deal with, but not be limited to, group benefit plans, pension plans, hiring, promotion and transfer policies, access to on-the-job training and educational advancement, classification schemes, job evaluation systems, wage and salary rates, provisions related to maternity and child-care requirements, etc. The Employer agrees to provide the Committee with access to such personnel data and other documents as may be requested by it. The implementation of the recommendations of the Committee shall become the subject of collective bargaining between the Parties.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

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

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

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

6.02 Deductions

Deductions shall be made from each pay and shall be forwarded by the 15th of the following month to the CUPE National Secretary-Treasurer, 1375 St. Laurent Blvd., Ottawa, ON K1G 0Z7, accompanied by a list of the names, addresses, classifications and total regular wages of from whose wages the deductions have been made. A list is also to be given to the Treasurer of the Local.

6.03 T-4 Slips

The Employer's payroll system will report electronically 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 The Unit Vice President shall be granted one half hour every six months to update the contact information of the members from Unit 1.

- 6.05 The Employer shall advise a representative of the Union of all appointments, temporary positions, leave of absences, resignations, layoffs, recalls, termination of employment, retirements, deaths or other changes of status of its Employees.

6.06 Information related to Legislative Disclosure

The Employer will provide information to the Union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing within 10 working days of the Union requesting any

such information.

6.07 Leave without Pay for Compliance with Union Legal Disclosure Requirements

The Employer will grant leave without pay for a member designated by the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of union finances or other affairs for North End Community Day Care Centre.

6.08 Disclosure and Leave with Pay for Dues Collection and Authorizations

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

- a) An electronic spreadsheet or hard copy 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, long term substitutes), classification/job title, branch, worksite, regular earnings, work schedule and total hours worked. The spreadsheet or hard copy will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within 10 days of each pay period.
- b) Paid union leave and access to the (NECDCC) workplace during working hours for the Union to meet with each Employee in the bargaining unit in order to collect dues and authorizations.

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

7.01 New Employees

The Employer agrees to acquaint new Employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

7.02 Copies of Agreement

On commencing employment, the Executive Director shall introduce the new Employee to his union steward or representative. The Steward or Representative will provide him with a copy of the collective agreement.

7.03 **Interviewing Opportunity**

A representative of the Union shall be given an opportunity to interview each new Employee without loss of pay, during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of union membership and his responsibilities and obligations to the Employer and the Union provided the Representative obtains permission of the Supervisor, which permission shall not be unreasonably withheld.

7.04 **Union Meetings**

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

7.05 **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.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the Parties, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director and the Secretary of the Union and the CUPE National Representative as necessary.

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 public, 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 public.

- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

9.03 **Meetings of Committee**

The Committee shall meet as the need arises at a mutually agreeable time and place but no less than two (2) times a year. 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 chairmen 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 chairmen as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within one week following the meeting.

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 four (4) members of the Union. The Union will advise the Employer of the Union nominees to the Committee. The CUPE National Representative will be the chief negotiator in any negotiations between the Employer and the Union.

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 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, unless mutually agreed otherwise, such meeting must be held not later than twenty (20) calendar days after the request has been given.

10.05 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.

10.06 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, financial and actuarial information pertaining to pension and group benefit plans and all other technical information and reports, records, studies, surveys, policies 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 lunch period or following the regular working day.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE BOARD

11.01 **Employer shall notify Union**

The Employer agrees that any reports or recommendations made by the Board of Directors which affect Employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them, and if deemed necessary, of speaking to them at a meeting of the Board of Directors. The views so expressed will be given serious consideration by the Board.

11.02 **Copies of Resolutions**

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board of Directors which affect the members of this Union are to 1) be forwarded to the Union, and 2) be posted on all bulletin boards.

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. A member from Local 4745, outside North End Community Day Care Centre, may be the Steward assigned to a grievance.

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 forty-five (45) 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, Steps 1 and 2 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 at 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/their deems 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.

ARTICLE 13 - ARBITRATION

13.01 When either Party wishes to submit a grievance to arbitration, it shall inform the other Party within 30 working days of the receipt of the written decision at Step 3. Such written notification shall include the name of its appointee to sit as a single arbitrator.

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

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

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

- 13.05 Each Party shall pay one-half of the fees and expenses of the sole arbitrator.
- 13.06 The decision of the arbitrator shall be final and binding on both Parties.
- 13.07 The Arbitrator shall not have the power to alter, amend, modify, change, or make any decisions inconsistent with the provisions of this Collective Agreement but shall have the power to modify or set aside any unjust penalty of discharge, suspension, or discipline imposed by the Employer on an Employee.
- 13.08 Either Party may seek clarification of the Arbitrator decision.
- 13.09 Employees involved in the grievance and arbitration procedure shall not suffer any loss of wages or benefits during such process.
- 13.10 At any stage of the arbitration process, the Parties shall have the assistance of the Employee(s) involved and any necessary witnesses.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Principle of Innocence

Both Parties agree that an Employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an Employee who has completed his probationary period, and which may result in the suspension or discharge of the Employee, the Employer shall follow the principles of progressive discipline.

14.02 Discipline Procedure

The Employee shall be notified in writing of the action and/or penalty, with a copy to the Secretary of the Union. An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Step #1 of the Grievance Procedure shall be omitted in such cases.

- 14.03 Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties, or in the opinion of the Arbitrator.

14.04

Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

14.05

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.

14.06

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.

14.07

Adverse Report

The Employer shall notify an Employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time. This article shall be applicable to any complaint or accusation which may be detrimental to an Employee's advancement or standing with the Employer, whether or not it relates to their work. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

The record of an Employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Letters on file with references to violence which occurs on the Early Learning Centre premises or during outings during the regular hours of the Centre will remain on file.

14.08 **Right to Have Steward Present**

An Employee shall have the right to have their Steward present at any discussion with supervisory personnel/Board of Directors, which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact their Steward to be present at the interview.

ARTICLE 15 - SENIORITY

15.01 **Seniority Defined**

Seniority is defined as the length of service with the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, permanent reduction of the workforce and recall.

15.02 **Seniority List**

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

15.03 **Probation for Newly Hired**

A newly hired Employee shall be on probation for a period of three consecutive months from the date of hire or in the case of part-time have worked five hundred and twenty (520) 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.

15.04 **Loss of Seniority**

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

- 1) They are discharged for just cause and is not reinstated.
- 2) They resign in writing and does not withdraw within two days of the resignation.

- 3) They are absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- 4) They fail to return to work within ten (10) working days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address. An Employee recalled for casual work or employment of short duration at a time when they are employed elsewhere shall not lose their recall rights for refusal to return to work.
- 5) They are laid off for a period longer than two years.

15.05 **Transfers and Seniority Outside Bargaining Unit**

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the Unit, but will not accumulate any further seniority. An Employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of 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 layoff or bumping of an Employee holding greater seniority.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 **Job Postings**

- (a) When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards for a minimum of one week, so that all members will know about the vacancy or new position. Positions shall be advertised within thirty days of vacancy.
- (b) When a temporary vacancy occurs, part-time qualified Employees will be offered the position for the duration of the vacancy in accordance with Article 16.04. Should no part-time Employee accept the position then the Employer may use substitute Employees.

16.02

Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, This position is open to all candidates, regardless of gender, race, gender identity, gender expression, aboriginal ancestry, sexual orientation or disability.”

16.03

No Outside Advertising

- 1) No outside advertisement for any vacancy shall be placed until the applications of present Employees have been fully processed.
- 2) The Employer shall have the right to fill the position on a temporary basis until a permanent appointment has been made.

16.04

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 16.02. Appointments from within the bargaining unit shall be made within thirty (30) calendar days.

16.05

Trial Period

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

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.

16.07 **Notification to Employee and Union**

Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and copy posted on all bulletin boards.

16.08 **On the Job Training**

The Employer shall inaugurate and maintain a system of "on-the-job" training so that every Employee shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising. Accordingly, Employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the concerned. Such opportunities for training shall be allocated according to the seniority provisions of this agreement. Job training shall not take place when the senior Employee is absent from work.

16.09 **Education/Classification Level**

- a) All newly hired Early Childhood Educators will be trained as per the Classification system from the Department of Education and Early Childhood Development. Any current Employee who wishes to upgrade their classification shall be supported by the North End Community Day Care Centre to do so. Employees shall apply for the funding through the Department of Education and Early Childhood Development.
- b) Employees who hold a classification from the Department of Education and Early Childhood Development must maintain their level.

16.10 **Training Courses**

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/professional development shall be paid for by the Employer. Professional Development will be designated in cooperation with the Employer.

All Early Childhood Educators shall have their level designation as per the 2020 Early Learning and Child Care Regulations or be in the process of completing training for their designation. Staff must maintain their qualifications by taking at least ten (10) hours of ECE workshops annually. Whenever operationally possible, the Employer will work with the Employee to ensure that the Employee is able to complete at least half (five hours), of the yearly required 10 hours of professional development, during their regular work hours.

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

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

This bulletin should be posted for a minimum of two weeks on a bulletin board in the staff room to afford all interested Employees an opportunity to apply for such training.

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

16.12 No Employee shall lose pay for attendance at any training opportunity which takes place during the Centre's regular business hours when the training opportunity has been given prior approval by the Executive Director.

16.13 **First Aid & Police/Criminal Record Check, Child Abuse Registry**

Newly hired Employees must have current First Aid certificates and clear Criminal Record Checks and clear Child Abuse registry valid for at least 1.5 years before the Employer will pay for re-certification.

The Employer shall pay the full cost associated with any First Aid/CPR courses, Police/Criminal Record and Child Abuse Registry checks or updates requested of its Employee(s).

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 Definition of Lay-Off

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

17.02 Role of Seniority in Layoffs

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, shall be laid off in the reverse order of their seniority with the Employer having the required qualifications to do the remaining positions.

17.03 Recall Procedure

Employees shall be recalled in the order of their seniority having the required qualifications to do the positions.

17.04 No New Employees

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 Continuation of Benefits

The Employer agrees to pay the full Employer's share for all Employee benefit and pension plans for Employees laid off for periods of less than six months as plan texts allow. In the event of a longer layoff, Employees so affected shall have the right to continue this coverage through direct payments as plan texts allow.

17.07 Grievances on Layoffs and Recalls

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

ARTICLE 18 - HOURS OF WORK

- 18.01 The regular work week for full time Employees shall consist of five (5) eight (8) hour shifts from Monday to Friday inclusive. A one (1) hour break period shall be provided to each Employee with pay during the eight (8) hour shift. The regular work shift shall not commence earlier than 6:30 a.m. and finish later than 5:30 p.m. The commencement of the regular work shift may change by mutual written agreement with the Union on a trial basis. Employees who are working with the children will remain in the classroom at the end of their shift if leaving would result in a violation of the Nova Scotia Daycare Regulations for not maintaining ratio. Any Employee who is required to work beyond their shift will be paid overtime as per Article 19 for all such time required to stay beyond the end of their regular shift.
- 18.02 The hours and days of work of each Employee shall be decided by mutual agreement between the Executive Director 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 knowledge of the Employee and consent of the Union.
- 18.03 Recognizing the need of the work environment the practice for rest period and coffee break shall be decided by mutual agreement. Wherever possible the structure of parent interviews will be such that staff shall meet with parents during regular Early Learning Centre hours.
- 18.04 There shall be no split shifts except by mutual agreement between the Union and the Employer save and except part-time.
- 18.05 Employees shall be in their classrooms (indoors or outdoors) prepared and ready to work when their scheduled shift begins.
- 18.06 Subject to operational requirements, Employees may be given up to two (2) hours per week during their workday to perform any task that is required for their classroom /children or training. This includes time to do programming, meet as a team to collaborate or with internal/outside resources to improve the quality of the programming or experience for the children in their classrooms or any other activity that enriches the program.

ARTICLE 19 - OVERTIME

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

Saturday shall be paid for at the rate of time and one-half.

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 Recognizing the need of the work environment, the practice for providing Employee's meals shall be decided by mutual agreement.

19.06 **Sharing of Overtime**

Overtime and call back time shall be divided equally among Employees who are willing and qualified to perform the available work.

In addition to the above, the Employer will provide to the Union twice each year for periods ending June 30 and December 31 a list showing overtime worked by each Employee in the previous six (6) months. Such list to be provided within thirty (30) days from month end.

19.07 **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.

19.08 **Call Back Pay Guarantee**

An Employee who is called back to work outside his regular working hours shall be paid for a minimum of 3 hours at overtime rates. He shall be paid from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly from work.

19.09 **Cash Payment in Lieu of Time Off**

Instead of time off for overtime, an Employee may choose to receive cash payment at the appropriate overtime rate, as mutually agreed upon between the Executive Director and the Employee.

19.10 All time spent in mandatory meetings beyond the Employee(s) regular scheduled hours of work shall be paid at the applicable overtime rate.

ARTICLE 20 - HOLIDAYS

20.01 The Employer recognizes the following as paid holidays:

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

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal government, provided the Department of Education and Early Childhood Development will compensate the Centre for such holiday.

20.02 **Compensation for Holidays Falling on Saturday**

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of the agreement, provided that the Department of Education and Early Childhood Development will compensate this Early Learning Centre for such holiday.

20.03 **Compensation for Holidays Falling on Sunday**

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

20.04 **Pay for Regularly Scheduled Work on a Holiday**

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

20.05

Part-Time and Holidays

Part-time Employees not required to work on a holiday shall receive holiday pay equal to the average of the hours on the last day worked before the holiday and the first day worked after the holiday.

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 off at a time requested by the Employee and approved by the Executive Director.

ARTICLE 21 - VACATIONS

21.01 (a) Length of Vacation

An Employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than one year (all Employees)	Point eight three three (.833) days per month of Employment.
On the 1 st Anniversary (all Employees)	10 vacation days or six percent (6%) of previous year's earnings, whichever is greater
On the 2 nd Anniversary (all Employees)	15 vacation days or six percent (6%) of previous year's earnings, whichever is greater
On the 4 th Anniversary (all Employees)	20 vacation days or six percent (6%) of previous year's earnings, whichever is greater
On the 6 th Anniversary (all Employees)	25 vacation days or six percent (6%) of previous year's earnings, whichever is greater
On the 15 th Anniversary (all Employees)	One (1) additional personal day per annum

*Vacation is due each Employee on each anniversary date.

The Employer will provide to each Employee on the first working day following their anniversary date, a total of all vacation taken, accrued and available for the Employee's use.

Vacation statements for the upcoming year will be provided on each anniversary date.

21.02 **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.

21.03 **Vacation Pay**

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

21.04 **Vacation Pay on Termination**

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

21.05 **Preference in Vacation**

If vacations are requested from June 15 to Sept 15, they shall be granted first on the basis of seniority within the bargaining unit, subject to ensuring quality childcare is maintained at all times. Any vacation requests between September 16 and June 14 will be granted on a first requested first granted basis. Employees will know if their vacation request has been granted outside the June 15 to Sept 15 period, with as much notice as possible but no less than 2 weeks after the request is made.

21.06 **Vacation Schedules**

Employees shall submit their requested vacation schedule for June 15 to September 15 to the Employer by May 1st of each year. Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the Employee and the Employer.

21.07 **Unbroken Vacation Period**

From June 15 – September 15 of each year, Employees shall be entitled to receive their vacation in a two (2) week unbroken period.

21.08 **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.

21.09 **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.

21.10 Up to five (5) days of the Employee's yearly allotted vacation can be carried over to the following year.

21.11 Employees will be notified in writing of their vacation allotment for the year or remaining vacation, and sick time accumulation in January, April, July and October of each year.

ARTICLE 22 - SICK LEAVE PROVISIONS

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 health care practitioner or because of an accident for which compensation is not payable under the Worker's Compensation Act.

22.02 Sick leave is accumulated after three months' probation for all Employees on the following basis:

Full-time Employees will accumulate ten (10) hours per month and those working less than full-time will receive a pro-rated amount as compared to a full-time Employee.

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 a 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 100 days.

22.05 **Illness in the Family**

Where no one other than the Employee can provide for the needs during illness of an immediate member of their family (as defined in Article 23.05), an Employee shall be entitled, after notifying their supervisor, to use a maximum of five accumulated sick leave days per illness for this purpose.

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. Once each six (6) month period, absence on account of illness for less than half a shift shall not be deducted. Absence for half a shift or more shall be deducted as one shift.

22.07 **Proof of Illness**

An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that they were unable to carry out their duties due to illness.

22.08 **Sick Leave During Leave of Absence and Layoff**

When an Employee is given leave of absence for any reason, or is laid off on account of lack of work, 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 layoff.

22.09 **Extension of Sick Leave**

Employees who had received an extension of sick leave credits in a previous Collective Agreement 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**

The Employer shall advise each Employee in writing of the amount of sick leave accrued to their credit every 4 months, at the same time as the designate cheques are being dispersed.

22.11 **Personal Leave**

(a) The Employer agrees to grant four (4) personal days with pay per year (January 1 to December 31) for which the Employer requires 2 days' notice.

(b) On the anniversary date of an Employee's 15th year, the Employer agrees to grant one additional personal day per year (January 1 – December 31) (5 personal days).

(c) Personal days shall not be taken within 5 days of any other leave.

22.12 The Employer will take all reasonable measures to prevent exposure to communicable disease in the workplace. Measures will incorporate directives from public health and recommendations from the Joint Occupational Health and Safety Committee.

22.13 Employees who are required to be tested for a communicable disease or are required to self-isolate due to contact or exposure shall suffer no loss of wages or benefits for any resulting absences from work.

22.14 The Parties recognize the importance of vaccines in preventing transmission of communicable disease. Employees shall be granted leave with pay to attend appointments to consult with health care practitioners on, or to receive vaccinations recommended by public health.

22.15 If at any time an Employee requires an accommodation the Employer, Union and Employee will work together to work through the Accommodations process up to undue hardship.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Leave of Absence for Union Functions

Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions, educationals and seminars shall be allowed leave of absence without pay but without loss of benefits as long as no senior Employee has been granted vacation leave for the same time period and the leave does not jeopardize the staffing ratio for the Centre. Leave of absence without pay but without loss of benefits shall be allowed for Employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

23.02 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 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.

23.03 Bereavement Leave

If an Employee experiences the death of a loved one, the Employee may use up to fourteen (14) paid days per calendar year for all combined losses for bereavement and travel. In the event the Employee requires additional days in that calendar year, a meeting would take place with the Office Admin and a Union Representative to review the options for the Employee.

23.04 Pregnancy / Birth Leave

- a) A pregnant Employee is entitled to an unpaid leave of absence, which when combined with parental leave, is a maximum of up to seventy-eight (78) weeks.

- b) An Employee shall, no later than the fifth (5th) month of pregnancy, forward to the Employer a written request for pregnancy leave.
- c) The Employer may, prior to approving such leave, request a certificate from a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- d) Pregnancy leave shall begin on such date as the Employee determines but not sooner than sixteen (16) weeks preceding the expected date of delivery nor later than the date of delivery.
- e) Pregnancy leave shall end on such date as the Employee determines, but not later than seventeen (17) weeks following the date of delivery, nor sooner than one (1) week after the date of delivery.

23.05

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 an Employee because of the Employee's pregnancy.

23.06 **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.

23.07 **Pregnancy Sick Leave**

- (a) Leave for illness of an Employee arising out of or associated with an Employee's pregnancy prior to the commencement of, or the ending of, pregnancy leave granted in accordance with Article 23, may be granted sick leave in accordance with the provisions of Articles 22.01 to 22.04.
- (b) An Employee shall be awarded additional sick leave up to five (5) days per pregnancy for illness that is a result of or associated with their pregnancy before commencing maternity leave or the birth of the child, whichever occurs first.

23.08 For the purposes of Section 23.06, an Employee shall produce, when so requested by their Employer, the certificate referred to in Section 23.07.

23.09 **Adoption Leave**

An Employee who becomes a parent to one or more children in the care of the Employee for the purpose of adoption of the child or children is entitled to an unpaid leave of absence of up to seventy-eight (78) weeks. This leave:

- 1. shall begin on a date coinciding with the arrival of the child or children in the Employee's home and,
- 2. shall not end later than seventy-eight (78) weeks after the leave began.

23.10 **Birth and Parental and Adoption Leave**

An Employee may take as much time as legislation allows after the birth of a child.

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**

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 **Special Leave – Adopted Child**

Special leave with pay up to a maximum of sixteen (16) scheduled hours shall be granted to an Employee when an adopted child arrives in the Employee's home. This leave may be divided into periods and granted on separate days.

23.15 **Service and Seniority Continuation**

While on pregnancy/birth or parental, or adoption leave, an 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.

23.16 **Group Benefit Plan Continuation**

While an Employee is on pregnancy/birth or parental, or adoption leave, or WCB or EI Sick Benefits, 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.

23.17 **Family Leave**

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

<u>Reason</u>	<u>Leave of Absence</u>
Marriage of Employee's child	The day of the wedding
Birth of Employee's child	One day
Serious fire or flood in Employee's home	One day
Employee's marriage	One working day
Canadian Citizenship	One working day

23.18 **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.

23.19 **Paid Jury Leave**

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror in any court. The Employer shall pay an Employee the difference between their normal earnings and the payment they receive for jury service, excluding payment for travelling, meals and other expenses. Employees will present proof of service and the amount of pay received.

23.20 **Leave for Court Appearance or Incarceration**

In the event that an Employee is accused of an offence which requires a Court appearance, they shall be entitled to leave of absence without loss of seniority, benefits but without pay. In the event that the accused Employee is jailed awaiting a Court appearance, they shall be entitled to an automatic leave of absence without loss of seniority and benefits, but

without pay. In the event that the accused Employee is found guilty and sentenced, they shall receive a leave of absence, without seniority, benefits and pay, to cover the period of their incarceration up to thirty (30) working days.

23.21 Education Leave

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

23.22 General Leave

An Employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. The unpaid leave can be up to 365 days every 3 years. Such request shall be in writing and approved by the Employer.

23.23 Employees shall be entitled to a leave of absence as per Labour Standards such as but not limited to Domestic Violence leave and Compassionate Care Leave. Employees shall not be subject to disciplinary action as a result the impact on their attendance or performance at work prior to the request for such leaves. Employees shall suffer no loss of sick time, seniority, vacation or group benefits or pension for all time taken as a result of this clause.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The Employer shall pay salaries and wages semi-monthly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

Beginning the first pay in January 2026, the Employer shall pay salaries and wages on a biweekly basis in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

24.02 **Equal Pay for Equal Training**

Employees shall receive equal pay for equal training, regardless of gender, 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, Employees 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 **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.

24.06 **Grievance and Arbitration Pay Provisions**

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

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 during this Collective Agreement. 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 Classification**

Existing classifications shall not be eliminated or changed without prior agreement with 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 they are 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 **Pension**

All eligible Employees shall participate in the Colleges of Applied Arts and Technology (CAAT) DBplus Pension Plan as plan text allows. The Employer and the Employee shall each make contributions at a rate of five percent (5%) of applicable wages. Unless plan text states otherwise, Pension contributions shall begin on the first working day of the month following the Employees hiring. Pension contributions are mandatory for both the Employer and the eligible Employee.

26.02 **Group Health and Dental**

All eligible Employees agree to participate in the Health Association of Nova Scotia (HANS) 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 Plan is mandatory for all eligible Employees unless they can prove coverage under an alternate plan.

26.03

Life Insurance

All eligible Employees agree to participate in the Health Association of Nova Scotia Life Insurance Plan provided by the Employer as plan text allows. The terms and conditions of the plan shall be determined by the plan. The Employer shall pay sixty-five percent (65%) and the Employee shall pay thirty-five percent (35%) of the cost of the premiums. Unless plan text states otherwise, eligible Employees shall be enrolled in the Life Insurance Plan(s) on the first working day of the fourth month of employment. Enrollment in the Life Insurance Plan is mandatory for all eligible Employees.

26.04

Long Term Disability

All eligible Employees agree to participate in the Health Association of Nova Scotia Long Term Disability Plan (LTD) as plan text allows. The terms and conditions of the plan shall be determined by the plan. The Employer shall pay fifty percent (50%) and the Employee shall pay fifty percent (50%) of the cost of the premiums. Unless plan text states otherwise, eligible Full time Employees shall be enrolled on the first working day of the fourth month of employment. Part time Employees will have a delayed start due to number of hours worked. Enrollment in the Long Term Disability Program is mandatory for all eligible Employees.

26.05

Employee Family Assistance Program

The Employer agrees to provide, all eligible Employees, and their immediate families with an Employee Family Assistance Program (EFAP) through Telus Health as the plan text allows. 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.

26.06

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

26.07

Worker's Compensation Pay Supplement

All Employees shall be covered by the Worker's Compensation Act. An Employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by the Worker's Compensation Act shall receive from the Employer the difference between the amount payable by the Worker's Compensation Board and their last rate of pay. Pending a settlement of the insurable claim, the Employee shall

continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving their regular salary, the Employee shall assign their compensation cheque to the Employer. In return the Employer shall indicate the amount received from the Compensation Board on the Employee's Income Tax (T-4) form.

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 or dangerous conditions. These meeting shall occur at least two (2) times each year. 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 Right to Refuse and No Disciplinary Action

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

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 while working 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 **Respectful Workplace**

The Employer and the Union jointly agree that every Employee in the workplace shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, bullying, harassment, violence, disruptive workplace conflict and disrespectful behaviour. The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize any Employee's dignity, well-being or undermine work relationships and productivity. In addition, the Parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Nova Scotia Health and Safety Act.

ARTICLE 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 plant, person, company, or non-bargaining unit

Employee.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Proper Accommodation

Proper accommodation shall be provided for Employees to have their meals and store and change their clothes.

29.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

29.03 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.

29.04 The Employer shall adhere to the Boards Storm Closure.

29.05 Board Member

The Union shall have the right to elect or appoint one (1) member to the Board of North End Community Day Care Centre who shall attend all meetings. Said member shall neither vote nor be privy to any information relating to collective bargaining or to matters involving the relationship between the Union and the Board.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 Present Conditions to Continue

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

30.02 **Continuation of Acquired Rights**

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

30.03 **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.

30.04 **Portability of Service Credits**

When an Employee of the Employer transfers to another Employer within the province, the Employer shall recommend placing with the new Employer the pension, sick leave and other service credits standing to the credit of the Employee, where applicable.

ARTICLE 31 - GENERAL

31.01 Plural or Feminine Terms May Apply

Whenever the singular, plural, masculine, or feminine is used in this agreement it shall be considered as if the plural, singular, feminine or masculine has been used where the context of the Party or Parties hereto so require. Where a noun, pronoun or adjective, singular or plural, indicating gender or sex is used, the other gender or sex, including two-spirited, intersexual, transgendered and transsexual persons shall be deemed to be included.

ARTICLE 32 - TERM OF AGREEMENT

32.01 Duration

- (a) This Agreement shall be binding and remain in effect from January 1, 2025 to March 31, 2027 and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing that it desires its amendment.
- (b) The Parties agree that if the Government announces an increase in funding for North End Community Day Care Centre whether that is dedicated to salaries or benefits or not, they will meet at the request of either Party to negotiate wage increases in addition to those agreed to in this agreement.
- (c) Should North End Community Day Care Centre receive any additional funding flowing 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, and where the terms/conditions of any such additional funding are to be directed to benefits and/or compensation. The Employer agrees to enter into negotiations with the Union to negotiate salaries and/or benefits for the members of the bargaining unit.

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, give notice in writing to the other Party between the period of 30 and 90 days prior to the termination date. Within twenty (20) working days of receipt of the notice, the Parties are required to enter into negotiations for a new agreement, unless mutually agreed otherwise.

32.04 **Retroactive Pay for Terminated**

An Employee who has severed his 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.

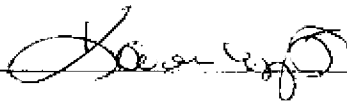
32.05 The Parties agree that the Employees covered under this Agreement will continue to receive the Provincial Grants. The amount of these grants will be a separate line item on their bi-weekly pay cheques.

DATED this 14 day of Oct, 2025 at Halifax, Nova Scotia.

Signed on behalf of:

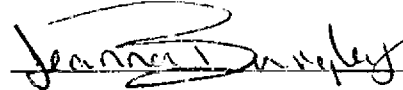
The Employer:

North End Community Day Care Centre



The Union:

Canadian Union of Public Employees
Local 4745-1



SCHEDULE "A"

SCALE OF WAGES

EFFECTIVE April 1, 2025, including the 2% increase for all Employees

Province of Nova Scotia					
Inclusion Coordinator/Program Coordinator Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 yrs+ (Maximum)
Level 1	\$26.47	\$27.26	\$28.08	\$28.93	\$29.79
Level 2 / School Age Approval	\$28.52	\$29.38	\$30.26	\$31.17	\$32.10
Level 3	\$29.55	\$30.44	\$31.35	\$32.29	\$33.26

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

Province of Nova Scotia					
Early Childhood Educator (ECE) Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 yrs+ (Maximum)
Level 1	\$24.06	\$24.79	\$25.53	\$26.30	\$27.08
Level 2 / School Age Approval	\$25.93	\$26.71	\$27.51	\$28.34	\$29.19
Level 3	\$26.86	\$27.67	\$28.50	\$29.36	\$30.24

January 1, 2025

Province of Nova Scotia					
Non-ECE Wage Scale					
NS Classification*	Step 1 <1 year	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years At	Step 5 4-5 yrs+
Non-certified Cook	\$19.16	\$19.65	\$20.14	\$21.12	\$22.10
Entry Level	\$19.16	\$19.65	\$20.14	\$21.12	\$22.10

April 1, 2025

Province of Nova Scotia					
Non-ECE Wage Scale					
NS Classification*	Step 1 <1 year	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years At	Step 5 4-5 yrs+
Non-certified Cook	\$19.55	\$20.05	\$20.55	\$21.55	\$22.55
Entry Level	\$19.55	\$20.05	\$20.55	\$21.55	\$22.55

***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 one dollar and fifty cents (\$1.50) per hour premium on all hours paid.

Any increases in salary/wages given because of negotiated increases to other Unionized Employees paid from funds from the Department of Education and Early Childhood Development and/or Public sector whichever is greater, will be given to all staff at North End Community Day Care Centre (NECDCC) provided funding is provided to NECDCC to cover the increase by the Department of Education and Early Childhood Development effective April 1 and March 31 (if applicable) of any given year unless the local is able to negotiate a higher wage increase.

Schedule A

75 cents per hour for all time spent as the office person when the designate is in charge.

75 cents per hour for all time spent as the designate.

The 75 cents per hour will be paid every three months on a separate cheque to those Employees who have been assigned either task during that 3-month period.

At no time shall an Employee be making less than \$0.30 over minimum wage.

HOUSEHOLD HELPER 1

Hours of Work: Seven (7) hours a day: Monday to Friday

Pay rate and benefits as stipulated in the contract of C.U.P.E.

- Do a head count of how many staff and children will be having lunch.
- Prepare morning snack.
- Assist in the preparation of lunch.
- Do lunch clean up with the Cook.
- Prepare afternoon snack.
- Pick up sleep mats after nap time and sterilize.
- Meet with Cook and Household Manageress (or Executive Director) every Friday to plan the next week's food service.
- Clean mirrors and sweep floors in both bathrooms after lunch.

HOUSEHOLD HELPER 2

Hours of Work: Four (4) hours a day: five (5) days a week

Rate of pay and benefits as stipulated in the contract of CUPE Local 4745

Daily Cleaning:

- Clean all bathrooms, sinks, toilets, walls, mirrors and replenish supplies of liquid soap, toilet paper and paper towels.
- Vacuum/mop all floors.
- Clean the laundry room and supply cupboard.
- Put sheets on mats when dried in pm.
- Empty garbage from playrooms/staff room/office/laundry room containers.
- Clean the tops of the children's boxes.

Monthly Cleaning:

- Thoroughly clean the daycare space
- Shelves in rooms and the boxes to be cleaned the first working day following the 15th of the month
- Hallway walls to be cleaned the first working day following the 30th of the month

COOK

Summary:

Plans, prepares and provides well balanced and nutritious meals and snacks which meet the needs of children and Licensing Manual for Regulated child Care in Nova Scotia an organized and hygienic setting within food budget guidelines.

Key Objectives:

- To perform duties in accordance with the mission statement and core values of North End Community Day Care Centre.
- To ensure the provision of well-balanced and nutritious meals and snacks within budget guidelines which meet the needs of the children in care and Licensing Manual for Regulated child Care in Nova Scotia.
- To maintain an organized, functioning and hygienic kitchen.

Duties will include but not limited to:

- Plans meal and snack menus in accordance with Canada's Food Guide and the Licensing Manual for Regulated child Care in Nova Scotia which meet the nutritional needs of young children and provide food variety and appeal as well as reflecting the ethnic diversity of the children at the centre; consults with the Executive Director regarding menu plans; posts menu plans two weeks in advance and notes any changes daily; maintains a current list of children with special health and cultural dietary food needs and plans and provide acceptable alternatives.
- Orders or purchases all food and kitchen household supplies within budget guidelines and economically; monitors food expenditures; authorizes purchase vouchers/invoices from distributors and ensures the vouchers/invoices are accurate.
- Maintains food and kitchen household supplies by receiving and storing deliveries in hygienic and organized conditions and monitoring stock; rotates food stock to ensure quality; keeps accurate stock control for record-keeping purposes.
- Provides meals and snacks daily by preparing food for immediate or future serving in compliance with health regulations; assists in serving meals to children, when required.
- Maintains hygiene standards as defined under the Department of Agriculture and Fisheries; keeps kitchen, cupboard, kitchen equipment and food storage areas clean and organized by cleaning pots, counters, equipment and dishes; loading and operating dishwasher; cleaning coolers, pantry and appliances; maintaining equipment and arranging for servicing of appliances when needed.
- Provides morning afternoon snacks and beverages for children
- Plans and caters food services for parenting, board and executive meetings and any other agency functions or special events.
- Supervises, trains and evaluates the kitchen assistant and occasional students and volunteers; arranges own replacement for short term absences.
- Recommends budget priorities for kitchen equipment purchases and receives petty

- cash related to program food services.
- Demonstrates care and interest in children; encourages a positive attitude towards food and nutrition.
- Communicates daily with teaching staff concerning attendance, special needs, special events, outings and changes in schedule and accommodates whenever possible; evaluates meals and snacks with teaching staff.
- Attends staff meetings and participates in WHMIS and Food Handler's workshops and any other opportunities for professional growth and development.
- Other related duties as may be assigned by the Executive Director.

Qualifications (Cook):

- High School Graduation Diploma
- Food Handling Certificate
- Certificate or Diploma related to cooking would be an asset
- WHMIS training an asset
- Qualified experiences in cooking for groups and operating kitchen
- Knowledge of basic principles of good nutrition and special dietary requirements
- Basic knowledge of hygienic plant maintenance and housekeeping
- Demonstrated ability to plan, prepare and serve balanced meals and snacks for children
- Ability to operate within budget guidelines, shop economically and be organized
- Ability to work independently with minimal supervision or direction.

EARLY CHILDHOOD EDUCATOR Job Description to be amended

Job Summary:

The Early Childhood Educator collaborates closely with all other members of the program team to provide nurturing care and education to young children in a group setting, under the supervision of the Centre Executive Director; in accordance with the goals and curriculum plans of the centre and the philosophy and policies of the agency and in compliance with the Early Learning and Child Care Act and Regulations.

Principle Duties & Responsibilities:

- Responsible for the constant supervision, safety and well being of the children
- Recognizes and responds to the needs of each child by using developmentally appropriate teaching and child behaviour management techniques
- Shares in the responsibility for planning, preparing and implementing stimulating, age appropriate activities that encourage children's creativity and learning and promote each child's social, emotional, cognitive and physical development.
- Participates fully and consistently as a conscientious team member in caring for the children and in the overall operation of the program and centre; maintains regular and open communication with program team members and all other co-workers.
- Establishes and maintains regular communication with parents
- Ensures the program operates at all times in compliance with all child care licensing

- standards
- Must know and implement: Centre routines and practices; Early Learning and Child Care Act and Regulations
- Observes and records relevant information on each child's progress as required/as per Centre practices
- Attends and participates actively in all program/centre, parental or other meetings as required.
- Shares responsibility for maintaining the play environments and storage areas in an organized and clutter-free condition
- Participates in regular fire drills and other emergency procedures
- Engages in positive collaboration with the other programs and early childhood educators of the centre in coordinating the effective use of equipment, facilities and personnel
- Participates in ongoing professional development and attends/maintains all mandatory training
- Participates in the supervision, training and mentoring of students and supply teachers
- Assists the Centre Executive Director in maintaining a safe and healthy work environment by promptly reporting any existing and/or potential workplace hazards
- Light housekeeping duties
- Performs other duties as may be assigned from time to time by the Centre Executive Director or their designate

Qualifications:

- Minimum: Early Childhood Education diploma or degree
 Valid First Aid
 Valid Child Abuse Registry Check
 Valid Vulnerable Sector Check

INCLUSION COORDINATOR

Summary:

Coordinates the provision of nurturing care and developmentally appropriate education to meet the needs of children in North End Community Day Care Centre within a safe and healthy environment, through monitoring of staff, students and volunteers and in cooperation with parents and other groups within the program.

Key Objectives:

- To perform duties in accordance with the mission statement and core value of North End Community Day Care Centre.
- To provide high quality child care in group setting that meets the diverse needs and promotes optimum physical, social, emotional, cognitive and intellectual development of the children in care.
- To assume a leadership role to the group that the inclusion coordinator is

responsible for.

Duties will include but not be limited to the following:

1. Mentor teachers, students, and volunteers; schedules work and assigns responsibilities where applicable; chair room meetings, facilitates communication among group staff, acts as teaching role model and provides leadership to the teaching team.
2. Advises, consults and assists staff in planning and implementing the daily program of activities; prepares appropriate materials and equipment and sets up areas for planned activities; provides a safe, flexible and stimulating environment which facilitates early learning; provides a welcoming and nurturing environment by demonstrating ongoing affection, acceptance and support of each child; guides and assists children in activities, routines and transition times; teaches appropriate behaviours and skills through modelling, counselling, mediating, observing, questioning, demonstrating and reinforcing; implements therapy suggestions as required.
3. Oversees the progress of the children and the group; ensures recording of observations and assessments on children's progress and behaviour; recommends program and reaching modifications to meet special needs and reviews progress monthly; follows assessment and referral process; writes behavioural and developmental reports; chairs program evaluation meetings.
4. Attends to physical needs of children; instructs and assists in developing self-help skills such as washing, dressing toileting and eating, as necessary; attends to diapering needs; feeds children and ensures special dietary requirements are met; ensures children are clean, dry and dressed appropriately; oversees food for snacks.
5. Monitors the health and safety of the group; ensures that the group maintains standards set by the Early Learning and Child Care Act of NS meet licensing requirements; participates in annual health and safety inspection; refers health and safety concerns to the Executive Director and makes recommendations for change; records and reports accidents and serious occurrences; isolates ill children and makes arrangement for notification of parents and supervision of child; cleans and disinfects toys and activity areas and carries out other program related housekeeping duties; oversees general maintenance and repairs.
6. Ensures positive communication with families through regular verbal and written contact regarding program, children's progress, opportunities for involvement, special concerns and family needs; conducts parent/teacher interviews, case conferences as required; organizes parent education workshops.
7. Prepares and produces written documents to meet program information and communication needs; Administers group documentation and equipment and supplies budget; monitors budget and maintains petty cash; updates schedules and timetables regularly; designs documents for group use; maintains children's attendance records, emergency information and the daily log book; collects medication information from parents and informs staff; verifies staff time sheets;

- develops prioritized list of equipment and supplies; administers and monitors group equipment and supplies; orders/purchases equipment and supplies with approval; assumes delegated responsibilities of the Group Program Manager in their absence; makes arrangements for field trips and special events; participates in Head Teacher meetings; keeps Program Manager and Executive Director informed of pertinent information; answers and returns phone calls; provides mail and fax services.
8. Ensures staff remain current and knowledgeable; makes recommendations for in-service training; advises manager of professional development needs of staff; maintains own knowledge through professional development.
 9. Respects confidentiality and relates to parents, children and other staff members in a professional and ethical manner.
 10. Other related duties as may be assigned by the Executive Director.

A job classification titled "Teaching Assistant" shall be used. A Teaching Assistant assists teachers in their work, and/or may replace teachers and/or take on the responsibilities of a teacher. A Teaching Assistant may or may not be included in the teacher-child ratio and must at all times be under the supervision of qualified teaching staff. A Teaching Assistant is not required to have Early Childhood Education training. Teaching Assistants will be paid at the rate stated in Schedule "A" per hour.

Grant Workers: The Grant workers (Post Secondary E.C.E.) hired by Early Learning Centre who have their wages supplemented by the Early Learning Centre will only be supplemented to the substitute wage. However, if a grant worker has a permanent part time position during the year previous to that summer (which has been hired for the grant) wages should be supplemented to wage rate of the previous year.

The Parties agree that it is the Employers right to introduce the following policy during the life of this Collective Agreement:

CONFIDENTIALITY STATEMENT

All business information of the North End Community Daycare Centre (NECDCC), including financial, personnel, or clientele information is confidential. The Board of Directors of the NECDCC, all volunteers and all must abide by the applicable privacy laws relating to the business information of North End Community Daycare Centre.

It is understood that it will not be considered an alleged breach of confidentiality when information is shared, as required due to the position that the person holds at NECDCC or otherwise required by law to do so.

For Employees who are covered under the Local 4745, Unit 1 Collective Agreement, any alleged violations of the confidentiality statement will be dealt with in accordance with Article 14 of the Collective Agreement. This is subject to the Collective Agreement and the Trade Union Act including the grievance and arbitration procedure.

Name

Signature

Date

Signing of this document is an acknowledgement of having read or been read the confidentiality statement.

:kgp/cope491