CUPE | Canadian Union of Public Employees

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4745

AND

PETER GREEN HALL CHILDREN'S CENTRE ASSOCIATION

January 1, 2025 to March 31, 2028

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A Collective Agreement was reached on 5th day of February, 2024.

BETWEEN:

Peter Green Hall Children's Centre Association hereinafter called "the Employer",

PARTY OF THE FIRST PART:

AND

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

PARTY OF THE SECOND PART:

ARTICLE 1 - PREAMBLE

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

1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union,

2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, and other matters mutually agreed to, etc.

3) To encourage efficiency in operations,

4) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union,

5) To encourage and promote cooperation and mutual support between early childhood educators, the Employer and Parents, recognizing that all these groups have an essential interest in obtaining the best conditions for child care,

6) To work together to ensure that the organization survives, grows and yields benefits for everyone, and

7) To encourage and promote the development of accessible, affordable, quality childcare as a universal right for all children and their parents.

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.

1.03 The Parties agree that their rights and obligations are set out in this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 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 procedures if the Parties cannot agree.

2.02 The Employer shall not exercise its right to direct the working forces in a discriminatory manner.

2.03 The functions of management shall not be exercised in an unreasonable, discriminatory, arbitrary or inconsistent manner and consistent with the terms of this Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 **Bargaining Unit** - The Employer recognizes the Canadian Union of Public Employees and its Local 4745 as the sole and exclusive bargaining agent for all of its full-time and part-time Employees located at 1094 Wellington Street, but excluding the Executive Director, Assistant Director, Accountant and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 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 the Parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 **Work of the Bargaining Unit** – Persons who 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, the hiring of Employees as described in 3.04, or in cases of unusual circumstances or emergencies when bargaining unit members are not reasonably available to do the work. In no case shall persons not in the bargaining unit do work on jobs which are included in the bargaining unit if such work would result, directly or indirectly, in the reduction of the regular hours or work or

regular pay of an employee in the bargaining unit. A Term, Temporary, Grant or Casual Employee shall not be used for the purpose of avoiding filling permanent vacancies. This does not preclude the Executive Director or Assistant Director from periodically performing work of the bargaining unit, unless the work reduces the number of positions in the bargaining unit.

3.03 **Fully Applicable**

This Collective Agreement is fully applicable to all Full-Time, Part-Time, Probationary, Term or Temporary Employees unless otherwise specified in this Agreement.

Definitions

3.04 **Full-Time**

A Full-Time Employee is regularly scheduled to work on a full-time basis and normally works thirty-seven and one-half (37.5) hours per week and has completed the probationary period.

3.05 **Part-Time**

a) A Part-Time Employee is employed on a continuous basis but works less than the schedule of a Full-Time Employee and has completed the probationary period. They shall be entitled to all benefits of this collective agreement on a prorated basis as per plan text.

b) Part time Employees working fourteen (14) hours per week or more are eligible for pension and benefits as per plan text.

3.06 **Temporary Employee**

Is an Employee who temporarily relieves another Employee or fills a vacancy while being posted as set out below.

(a) **Less than 120** - A Temporary Employee who relieves another Employee for a period of time less than one hundred and twenty (120) days because of the Employee's vacation, illness, or other reason is considered by the Parties a casual Employee and not entitled to the **days** rights and benefits of this collective agreement.

(b) **120 days or more** - A Temporary Employee who relieves another Employee for a prolonged absence of one hundred and twenty (120) days or more will become, on the one hundred and twenty-first (121st) day, a member of the Bargaining Unit and will be entitled to only the following benefits:

1) Employees shall receive pay as per the Department of Education and Early Childhood Development for the certification/classification they hold and in keeping with any wage grid they implement or Schedule A, whichever is greater.

2) Accumulated sick leave at the rate of one day per month.

3) Paid days when the Peter Green Hall Children's Centre Association is closed due to inclement weather or state of emergency.

4) Paid out four (4%) percent vacation benefits on their biweekly pay cheques or can accumulate vacation in accordance with Article 21.

5) Employees will be paid as per Schedule A.

6) Employees will receive their wage increase on April 1 of each year unless otherwise stated with a change to the Provincial Wage Scale.

7) Holidays as per Labour Standards.

8) Employees in a position working fourteen (14) hours a week or more in a position identified at the time to last twelve (12) months in duration or more will be entitled to join the Benefit Plan and CAAT Pension Plan the first day of the month following their hiring.

(c) **Temporary Employees in a Term Position**

Temporary Employee(s) hired to backfill a leave of absence in excess of eight (8) months, shall upon hiring, be a bargaining unit member and shall be entitled to the rights and benefits of the collective agreement with the exception of Articles 25.05, 26.01, 26.02, 26.03, 26.04, 26.06, and 26.07. Only those Employees in a Term Position for twelve (12) months or more working fourteen (14) hours each week or more are eligible for group benefits and pension as per Article 26 as plan texts allows. Vacation entitlements can be taken during the term or paid out if mutually agreed. Employees will receive the wage increases on April 1.

Employees shall receive pay as per the Department of Education and Early Childhood Development Wage Scale for the certification/classification they hold and in keeping with any improvements to the wage scale they implement for all time paid. Unless the wage scale from the Department of Education and Early

Childhood Development specifies a greater amount, Schedule A will be followed for all wages.

(d) Temporary Employees as described in 3.06 (c) shall, at the end of their term, be returned to the substitute rotation and no longer entitled to the rights and benefits of the collective agreement; however, will continue to receive the hourly rate of pay at the time of the term ending for time worked.

3.07 **Probationary Employee**

A Probationary Employee is one who is employed on a permanent basis and has not completed their probationary period of six (6) months as per 15.03. They are entitled to all the rights and benefits under the Collective Agreement unless specified otherwise.

3.08 (a) **Grant Employee** - Grant Employee is one who is primarily funded by a source or sources other than the Employer for a specific purpose or program and is not in the bargaining unit and shall not be entitled to the benefits of this collective agreement.

(b) A Grant Employee shall not fill a bargaining unit position.

3.09 **Designate**

At times when the Executive Director is off or unavailable to cover their role; a designate (level 2 or 3) may be chosen to cover the office duties. Employees may choose not to be the designate. For periods longer than an hour at a time, the designate will be located in the office provided sufficient staff is available. These duties will include staff coverage, maintaining safety protocols, child safety, engaging with families, purchase orders, new family enrollments and payment receipts.

Important information and reference material will be kept in a binder located in the Executive Director's office.

A designate will not be responsible to discipline fellow union members.

The designate, should they have to work beyond their 7.5 hours will be paid straight time at their current rate of pay.

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 practised with respect to any Employee, under any provincial statue, including but not limited to the Nova Scotia *Human Rights Act* and the Nova Scotia *Occupational Health & Safety Act.*

4.02 **Union Involvement**

The Employer agrees there shall be no discrimination of any Employee by reason of Union affiliation or involvement.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 **Union Membership**

All Employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new Employees shall, as a condition of continued employment, become and remain members in good standing in the Union on their first day of work.

5.02 **Contact Information**

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

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

5.03 **CUPE Representative in Meetings**

The CUPE Representative is not counted in any number requirement at any meeting covered under or as a result of any clause of this Collective Agreement.

5.04 **Union Notification**

The Employer shall endeavour to advise the Unit Vice-President of all appointments, long term sick leave, resignations, retirements, deaths and leave of absences except for short term personal leave, of its Employees within the bargaining unit.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 **Dues Deduction** - The Employer shall deduct from every Employee any dues, initiation fees or assessments uniformly levied against all members in accordance with the information provided to the Employer by the Union.

6.02 **Dues Remittance** - Deductions under Article 6.01 shall be made from the bi-weekly payroll and shall be forwarded to the Secretary-Treasurer of the union not later than the 15th day of the following month.

6.03 **Dues Supporting Documentation**

Along with the deductions, the Employer will provide

(a) a completed Union dues remittance form, and

(b) a spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, regular earnings, number of hours worked and dues deducted. The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

6.04 **Delay in Remitting**
For any period of delay in remitting the sums listed in this Article, the Employer will pay the Union interest at the rate of prime plus two percent (2%) per year or prorated if less than a month.

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

6.06 **Electronic Payment** - The Employer and the Union may choose to set up for electronic payment of Union dues to be paid monthly. Information on the members as stated above would be forwarded electronically through email. Due dates would continue as above.

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

7.01 a) **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.

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

7.02 **Copies of Agreement** – On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or other representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union.

7.03 **New Employees**
The Representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee. The Union designated Employee will first obtain permission from the Employer for a mutually convenient time during the regular work day. Such permission shall not be unreasonably withheld.

7.04 **Orientation of New Employees** – The Employer has the obligation to orient new Employees with regards to work place policies, procedures and job descriptions. Employees will receive a detailed orientation to their positions within one week of the commencement of their Employment. An orientation form will be completed by the new Employee and the Executive Director. The orientation form will be signed by both the Employee and the Executive Director. The completed form will be placed in the Employee's personnel file as well as given to the Employee.

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

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the Parties, arising out of this agreement or incidental thereto, shall pass to and from the Director and the Unit Vice President on-site and the CUPE Representative where 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 **Functioning of Committee**

The Committee shall concern itself with the following general matters:

1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.

2) Improving and extending services to the centre and families it serves.

3) Promoting safety and sanitary practices.

4) Reviewing suggestions from both Parties, 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. 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 **Chairpersons of the Meeting** - An Employer and a Union representative shall be designated as joint chairperson and shall alternate in presiding over meetings. The CUPE Representative may be a member of the Committee with a voice but does not have a vote.

9.05 **Minutes of Meeting** - Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, 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 its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 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 Spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

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

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

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

10.05 **Paid Time for Bargaining** - Any representative of the Bargaining Committee of the Union who is in the employ of the Employer, with the approval of management, shall have the right to attend meetings between the Employer and the Union held during working hours, without loss of remuneration.

10.06 **Disclosure for Bargaining** - The Employer shall make available to the Union on request financial and actuarial information pertaining to pension and benefit plans, job descriptions, positions in the bargaining unit, job classifications with wage rates/salary attached and any other documents required for collective bargaining purposes. The Employer shall not be obligated to provide any information or create any document that does not exist at the time the notice to bargain has been served.

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

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. Copies will be given to the Union and posted on the Bulletin Board as well as distributed to Employees.

11.02 **Copies of Documentation** - Copies of all motions, resolutions and by-laws, or rules and regulations adopted by the Board of Directors which affect the Employees within the bargaining unit, and which are not deemed by the Board of Directors to be of a confidential nature or pertaining to personnel matters, shall be forwarded to the Union.

11.03 **Union Notification** - The Board of Directors shall notify the Union when the Board contemplates a change to the delivery of services, or any other change which would affect the members of the bargaining unit.

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 of Grievance** - A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement, or in a case where the Employer or Union 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 Peter Green Hall Children's Centre Association, may be the Steward assigned to a grievance. The Employer will be notified if this occurs.

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 agreement. 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 first obtaining 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 Nothing in this Article shall affect the Employee's right to raise issues of concern directly with the Employer prior to the written grievance being filed.

Informal Step: Step One

(a) The aggrieved Employee(s) will inform their shop steward or member of their grievance committee of the complaint within fifteen (15) working 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 Supervisor of the site to discuss the complaint and seek to settle the complaint with the Supervisor 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 ten (10) working days. The grievance shall be in writing on a grievance form and shall contain the nature of the grievance and the remedy sought. A meeting will be held to discuss the grievance within ten (10) working days with the grievor, Executive Director and Shop Steward or designates. The Executive Director or designate shall deliver their response in writing to the Union within five (5) 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 ten (10) working days. A meeting will be held with the grievor, representatives from the Board of Directors and the Shop Steward and/or designate within ten (10) working days to discuss the grievance and remedy sought. The chairperson of the Board shall deliver their response in writing to the Union within thirty (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 **Assistance** - The Shop Stewards/Grievance Committee shall have the assistance of the CUPE representative(s) at any stage of the grievance/arbitration procedure.

12.13 **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.

12.14 **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.

12.15 **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 fifteen (15) 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 **Employer Grievance** - 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 concerning Parties, it may be referred to arbitration as set forth in Article 13.

12.17 **Grievance on Safety** - An Employee, or a group of Employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

12.18 **Time Limits** - 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 all grievance meetings.

12.22 **Mutually Agreed Changes** - Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

12.23 **Technical Objections for Grievances** - No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance and the power

to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

12.24 **Paid Time in Meetings** - 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 **Single Arbitration Selection** - When either Party wishes to submit a grievance to arbitration, it shall inform the other Party in writing within thirty (30) working days of the receipt of the written decision at Step 3. Each Party shall submit, within thirty (30) working days of the decision to go to Arbitration, to the other, a list of names of persons suitable to act as a single Arbitrator. The Parties shall strive to select one of the names on either of the two lists. If either Party refuses or neglects to submit a list to the other, within thirty (30) working days, or in the event the Parties are unable to agree to a single arbitrator, either Party may request the Minister of Labour to appoint an arbitrator.

13.02 **Mediator** - 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.

13.03 **Access for Arbitrator** - 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.

13.04 **Fees/Expenses** - Each Party shall pay one-half of the fees and expenses of the sole arbitrator.

13.05 **Arbitrator's Decision** - The decision of the arbitrator shall be final and binding on both Parties.

13.06 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.

13.07 **Disagreement of Decision** - If the Parties cannot agree on the interpretation of the Arbitrator's decision, either Party may seek clarification of the Arbitrator's decision. Such request shall be within ten (10) working days of receipt of the decision.

13.08 **Time Paid for Employees** - Employees involved in the grievance and arbitration procedure shall not suffer any loss of wages or benefits during such process.

13.09 **Access to Witnesses** - 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 their probationary period, and which may result in the suspension or discharge of the employee, the following procedure shall be followed. The Employer shall only discipline an Employee for just cause.

14.02 i) **Discipline Procedure** - An Employee who is disciplined shall be notified in writing of the action and/or penalty, with a copy to the Unit Vice-President. An Employee who is considered by the Union to be disciplined without just cause may commence a grievance at Step 2 of the Grievance Procedure outlined in Article 12.

ii) **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 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.

14.03 **Arbitrator's Determination** - Should it be found upon investigation or an Arbitrator determines 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 their normal earnings during the pay period 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, if the matter is referred to Arbitration.

14.04 **Burden of Proof** - In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance or arbitration, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

14.05 (a) During the orientation process, the Employer will bring to the attention of the Employee all workplace policies and procedures. Employees will also be informed by print as well as through staff meetings of any changes and/or reminders of these policies and procedures from time to time.

(b) The Employer shall only suspend, discharge or otherwise discipline an Employee for just cause.

(c) A Letter of Caution may be given to Employees. A letter of caution is a formal written warning for minor misconduct outlining specific issues, expectations and potential consequences if behaviour does not change. It is not a formal discipline in itself but may be used if the specific circumstances do not change.

(d) **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) working days of becoming aware of the event giving rise to the discipline, give written particulars of such censure to the Unit Vice-President of the Union with a copy to the Employee involved.

14.06 **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 or when it came to the attention of the Employer, 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 such dissatisfaction shall not become a part of their record for use against them at any time. This clause 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.

14.07 (a) 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, letters of caution or any adverse reports or warnings (verbal or written). At twelve (12) months said record shall then be expunged from their record.

(b) The Employer is limited to events going back to a maximum of four (4) weeks from the date of the conversation with the Employee regarding the complaint.

(c) The Employer shall not use as evidence against an Employee, in any hearing or adjudication, any report, evaluation or other evidence of which the Employee was not made aware within ten (10) working days of the occurrence or within ten (10) working days of the Employer first becoming aware of the other evidence and giving the Employee an opportunity to respond to at that time.

14.08 **Access to Personnel File** - Upon request to the Executive Director, the Employee shall be permitted to review their personnel file at a convenient time, within the same working day. The Employee may have a copy of any document contained in their personnel file.

14.09 **Failure to Grieve** - Failure to grieve previous discipline, or to pursue such grievance to arbitration, shall not be considered an admission that such discipline was justified.

14.10 **Performance Expectations** - When a concern with an Employee's performance exists, whether temporary, probationary or permanent, the Employer shall:

(i) Meet with the Employee to review the concern and circumstances with the Employee to gather any new information;
(ii) Provide the Employee with a statement of the standard of performance which is expected of them;
(iii) Indicate when the Employee's performance is expected to meet the standard as set out in (ii);
(iv) Provide reasonable assistance to the Employee in attaining the standard.

The Employee may have the assistance of a Union Representative during the meeting.

14.11 **Crossing of Legal Picket Lines During Strike**
An Employee covered by this agreement shall have the right to refuse to cross a legal picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

ARTICLE 15 - SENIORITY

15.01 **Definition of Seniority** - Seniority shall be defined as the length of continuous service with the Employer and shall be used in determining preference or priority for the taking of vacation, Spring and Christmas break days and overtime.

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 (a) **Probation and Obligation for Newly Hired Employees** - A newly hired Employee shall be on probation for a period of six (6) months from the date of hiring. This Employee shall be entitled to join the Benefit Plans as per plan text on the first day of the month after the hiring. The probationary period may be extended in certain circumstances by mutual agreement between the Union and the Employer. This extension shall not exceed a total of nine (9) months. After completion of the probationary period, seniority shall be effective from the original date of employment in a permanent position.

(b) The Employer shall before the beginning of the fifth (5^{th}) month review the work performance of the Probationary Employee. A copy of this review will be given to the Employee.

(c) The Employer has an obligation to orient new Employees with regards to the workplace policies, procedures and job descriptions. Subject to the above, an Employee may be terminated at the Employer's discretion during their probationary period. This will be followed up in writing with a copy to the Unit Vice President.

15.04 **Loss of Seniority**

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

15.04.1 They are discharged for just cause and are not reinstated.

15.04.2 They resign in writing and do not withdraw within two working days.

15.04.3 They are absent from work in excess of three (3) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

15.04.4 They fail to return to work within seven (7) calendar days of the date given on the notice 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.

15.04.5 They are laid off for a period longer than twenty-four (24) months.

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 the 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.

15.06 **Seniority on Long Term Leave** - Long term leave is defined as an absence from work longer than one hundred and twenty (120) calendar days. An Employee will not lose seniority, sick time or vacation rights while on long term leave but will not accumulate vacation or sick time.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 **Job Postings**

(a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on a bulletin board (written notice to all classrooms) in the workplace for a minimum of one (1) week so that all members will know about the vacancy or new position. Positions shall be posted within one (1) week of vacancy, however, vacancies arising from normal retirement shall be posted sixty (60) calendar days prior to the Employee's retirement date, provided Employee has notified Employer of retirement date more than sixty (60) calendar days in advance of proposed retirement date.

In the case of retirement, the appointment shall be made within one (1) week of the job opening provided that the retiring Employee has provided the Employer with sixty (60) calendar days advance notice in writing of their proposed retirement date. All other appointments shall be made within four (4) weeks after the initial posting date.

(b) Internal and external advertisements may run concurrently. However, applicants in the bargaining unit having the required qualifications, knowledge, education, skills and experience as per the posted Notice in accordance with Article 16.02 shall be given first opportunity of refusal.

16.02 **Information in Postings** - Such notice shall contain 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, Indigenous ancestry, sexual orientation or disability."

16.03 **Role of Seniority in Promotions/Transfers**

(a) Both Parties recognize the principle of promotions within the service of the Employer. In making staff changes, transfers, or promotions, appointments shall be made on the basis of the skill, qualifications and the ability of the Employees. Where the skill, qualifications and ability between competing Employees is relatively equal, the Employee with the greatest seniority will be selected.

(b) Appointments to positions within the bargaining unit shall be made within two (2) weeks of posting and the job shall be filled within a further two (2) weeks.

16.04 **Trial Period** - The successful applicant shall be placed on trial for a period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

16.05 (a) **Notification to Employee and Union** - Within seven calendar days from 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 and written notice given to all classrooms.

(b) The Union shall be notified of all appointments, hiring's, lay-offs, transfers, recalls and termination of employment.

16.06 **Training Courses** - The Employer shall post training courses on the Employees' bulletin board and written notice given to all classrooms.

16.07 **Recruitment** - The Employer may offer any potential Employee who has a Level 2 or Level 3 Classification and has worked in the same licensed Child Care Centre for five (5) or more consecutive years, a vacant position which remains open after an internal competition as per this Article. Verification of previous employment in a licensed centre shall be provided to the Unit Vice President prior to commencement of employment.

The potential Employee will be given the following opportunities if they accept the position:

a) allowed to join the benefit plans immediately after receiving the position;

b) be given four (4) weeks (20 working days) vacation in their first year; and

c) after working at Peter Green Hall Children's Centre Association for three complete years they will be given five (5) weeks (25 working days) vacation.

Recruited Employees will be added to the Seniority List as of their date of hire at Peter Green Hall Children's Centre Association. They will be entitled to all other rights and benefits of the Collective Agreement as a new Employee.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 **Definition of Lay-off** – a lay-off shall be defined as a lack of work, a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

17.02 **Role of Seniority/Qualifications in Layoffs** - Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their seniority with the Employer provided the senior Employee(s) can meet the qualifications and competencies for the positions which remain at the centre.

17.03 **Recall Procedure** - Employees shall be recalled in the order of their seniority provided they have the skills and qualifications.

17.04 **No New Employees** - No new Employees shall be hired until those on lay-off have been given an opportunity of recall.

17.05 **Grievances on Layoffs and Recalls** - Grievances concerning layoffs and recalls shall be initiated at Step 4 of the Grievance Procedure.

17.06 **Lay-Off Notice** - The Employer will provide written notice to Employees prior to the effective date of lay-offs as follows:

a) a minimum of two (2) weeks; or

b) thirty(30) calendar days provided such notice is given to the Employer.

17.07 **Length of Recall** - An Employee will be eligible for recall for twenty-four (24) months following the date of lay-off.

17.08 **Continuation of Benefits**
The Employer agrees to pay the full Employer's share for all Employee pension and benefit plans for laid off Employees for periods of less than three (3) months unless the plan text states otherwise. In the event of a longer layoff, Employees so affected shall have the right to continue this coverage through direct payments for one hundred (100%) percent of the premiums unless the plan text states otherwise.

ARTICLE 18 - HOURS OF WORK

18.01 (a) **The Normal Work Day** - The normal work day for full-time Employees shall consist of seven and one-half (7.5) hours between 7:30 a.m. and 5:30 p.m., with an unpaid meal period of not less than one (1) hour.

(b) As it is the expectation that Employees will be on the floor ready to work at the beginning of their scheduled shift, Employees who are or expect to be late for their shift must notify the Executive Director as soon as possible but prior to their shift beginning.

18.02 **The Normal Work Week** - The normal work week for full-time Employees shall consist of thirty-seven and one-half (37.5) hours from Monday to Friday.

18.03 **Meals and Snacks** - Subject to availability of sufficient funds, lunch and two snacks will be provided by the Employer, and they must be eaten with the children family-style.

18.04 **Breaks** - Employees will have up to a maximum 15-minute break period in the morning and afternoon where possible, providing the safety of the children is not compromised.

18.05 **Split Shift** - There shall be no split shifts except by mutual agreement between the Union and the Employer.

18.06 **Working Through Lunch** - Employees shall work during their lunch hour in the following situations:

i) any full-day summer trips with pay; and

ii) a maximum of three (3) additional lunch hours per year without pay.

18.07 **Quarterly Parent -Teacher Meetings** are to be held at a time other than during the Employee's lunch hour without food provided and shall be paid straight time.

18.08 **Individual Parent -Teacher Meetings** are to be held during working hours. Meetings will be between fifteen (15) and thirty (30) minutes in length. Each classroom will have interviews conducted in a two-day period and the Teacher/Student ratio will be maintained during such interviews.

18.09 **Staff Meeting** - Once a month a staff meeting may be held. Meetings shall be no longer than 90 minutes and may be held outside the Employee's normal hours of work as designated in Article 18.01. Time spent at the staff meeting shall be paid at straight time. Employees will be paid a minimum of one hour at the appropriate rate unless they arrive late or leave prior to the end of the meeting; in such cases the Employee will be paid for the time spent at the meeting.

18.10 **Programming Time** - Subject to operational requirements, a minimum of two and one half (2.5) hours of programming time per classroom shall be given to the teachers each week.

18.11 **Portfolios** - Subject to operational requirements, an Employee may be given time to work on portfolios, if requested.

ARTICLE 19 - OVERTIME

19.01 **Overtime** - All authorized work performed in excess of the normal hours of work shall be paid at the rate of time and one-half. Overtime will not be applied when parents are late; instead, the current Late Fee Policy Letter of Understanding will apply.

19.02 **Saturday Overtime** - 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 **Overtime for Part-Time Employees** - A part-time Employee who works in excess of the normal hours of work shall be paid at the rate of time and one-half. Overtime will not be applied when parents are late; instead, the current Late Fee Policy Letter of Understanding will apply.

19.04 **Overtime on Sunday and Holiday** - All work performed by an Employee at the request of the Employer after 10 consecutive hours in a day, or on a Sunday or a holiday shall be paid for at the rate of double time.

19.05 **Overtime Vacation Rate**
No Employee shall be required to work during their scheduled vacation period. However, an Employee may agree to reschedule their vacation for a later date. There shall be no loss of vacation benefits as a result.

19.06 **Board or PGHCCA Parent Committee Meeting** - Staff who are required as part of their normal job description to attend committee or board meetings outside of their regular working hours will be paid at straight time.

ARTICLE 20 - HOLIDAYS

20.01 The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	National Day of Truth and Reconciliation
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 Employer for such holiday.

20.02 **Compensation for Holidays Falling on Saturday or Sunday** - When any of the above noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday or Tuesday (or both) shall be deemed to be the holiday for the purpose of the agreement, provided that the Department of Education and Early Childhood Development will compensate this Employer for such holiday.

20.03 **Christmas Holiday Period** – Employees shall be entitled to leave work with pay on the last working day preceding Christmas Day at 12:00 (noon) for the break as attached in Appendix A. No Employees will suffer any loss in pay/benefits during the closure.

20.04 **Observation of Alternate Holidays**
Employees who observe different cultural or religious holidays than those listed in 20.01, shall meet with the Executive Director and Union Representative to discuss possible alternatives.

ARTICLE 21 - VACATIONS

21.01 (a) **Length of Vacation**

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

One to the completion of the third (1st - 3rd) years:	Fifteen (15) working days per year. (To be pro-rated in the first year)
Fourth to completion of the tenth (4th - 10th) years:	Twenty (20) working days per year.
Eleventh to the completion of the fifteenth (11th - 15th) years:	Twenty-five (25) working days per year.
Sixteenth to the completion of the Twenty Fourth (16th - 24th) years	Thirty (30) working days per year.
Twenty-Five (25) years	Thirty-five (35) working days per year.

Any additional vacation in accordance with the years of service will be prorated for each Employee on their anniversary date.

(b)

Length of Service	Spr. Break Days
After 12 months	3
After 24 months	4
After 36 months	4

These days will be given to the Employees in January and taken in accordance with (c) of this clause.

(c) Spring Break Days must be taken between the second week of January and the end of May.

(d) Vacations can be taken at any time during the year subject to the Employer's approval.

(e) Twenty-four (24) hours written notice in the form of a time off request is required for vacation, spring break, and 23rd days and subject to office approval. Approval shall not be unreasonably withheld.

21.02 **Number Absent In One Day** - In most situations there shall not be more than one Employee absent due to paid leave in a classroom on any given day. No more than four (4) Employees, including the cook, shall be off at the same time, except in extenuating circumstances.

21.03 **Selection of Vacation**

(a) Prior to April 1st of each year, all Employees in each classroom will collaborate among themselves to try to schedule their vacation for the year to allow for Employees who want to take some vacation time during July and August to have the opportunity.

(b) Selection of vacation dates shall be made by April 15th and preference shall be given to the senior Employee. If an Employee does not indicate prior to April 15th, selection shall be on a first come first serve basis.

21.04 **Earned Vacation** - Earned vacation must be used in the form of time off. In the first week of October, administration staff will calculate remaining vacation and work with employees to book their remaining vacation days. If it is deemed not possible for the employee to take the days any remaining days will be paid out at the end of the year.

21.05 **Approved Leave of Absence During Vacation** - Where an Employee is hospitalized or has a doctor's certificate stating they are ill and not to be at work during their vacation and they have sick leave credits available, they may use up to three (3) sick days in lieu of vacation. Where an Employee is entitled to claim bereavement leave under this agreement and the Employee is on vacation at the time, they may claim the bereavement leave entitlement in lieu of vacation. 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.

21.06 **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 day with pay at a time mutually agreed by the Employee and the Director.

21.07 **Vacation Pay** - Vacation pay for each week of vacation shall be calculated at the rate of the Employee's regular weekly pay.

21.08 **Vacation Pay on Termination** - An Employee who is 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.

ARTICLE 22 - SICK LEAVE

22.01 **Sick Leave Defined** - Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, under the care or examination of a healthcare provider/counsellor/diagnostic appointment or because of an accident for which compensation is not payable under the Workers' Compensation Act.

22.02 **Sick Leave Accumulation** - Sick leave will accumulate at the rate of 1.58 days per month of employment to a maximum of sixty (60) working days.

22.03 **Family Sick Leave** - With the permission of the Director, where no one other than the Employee can provide for the needs during illness of an immediate member of their family, being children, parent or spouse, an Employee may be entitled to use accumulated sick leave days for this purpose. After five (5) days of sick leave an Employee will be required to produce a certificate from a medical practitioner for the sick member of the family in order to be paid for the days off.

22.04 **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. Time used for illness will be time deducted at the rate: part of an hour will be deducted in fifteen (15) minute increments from their sick bank.

22.05 **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.

22.06 **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.

22.07 **Sick Leave Records** - Immediately after the close of each calendar year, the Employer shall advise each Employee in writing of the amount of sick leave accrued to their credit.

22.08 **Doctor's Note** - The Director may request a medical note or doctor's certificate following personal medical leave. The Employer shall pay for any costs associated with their request for medical certificates upon receipt of invoice.

22.09 **Sick Leave Bank** - In the event the Employee's sick bank has been depleted, the Employer may allow the Employee to borrow up to five (5) sick days. The Employee shall pay back the borrowed sick time one half day a month.

22.10 **Accommodation** - 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 **Negotiating Pay Provisions**

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

23.02 a) **Grievance and Arbitration Pay Provision** – The Unit Vice-President and/or Shop Steward from the bargaining unit shall not suffer any loss of pay or benefits for actual time involved in grievance discussions with the Employer and time at the actual arbitration hearing.

b) **Time Off for Union Business** – The Unit Vice-President or designate shall be provided with one (1) to three (3) working days without pay per month to attend to Union business, provided adequate notice has been provided to the Employer.

23.03 **Public or Union Office**

Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay and without loss of benefits. Leave of absence without pay but without loss of benefits shall be allowed for Employees to attend Executive and Committee meetings of C.U.P.E.

23.04 (1) **Public Affair Leave** - The Employer recognizes the right of an Employee to participate in public affairs. Upon written request, the

Employer shall allow leave of absence without pay or loss of benefits so that the Employee may be a candidate in federal, provincial or municipal elections.

(2) An Employee who is elected to public office shall be allowed leave of absence without loss of seniority for a period of two (2) years during their term of office.

23.05 **Full Time Union Leave**

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 two (2) years. Such leave shall be renewed each year, on request, during their term of office.

23.06 **Bereavement Leave:**

(a) Each Employee shall be entitled to five (5) scheduled working day's compassionate leave with pay in case of a death in the immediate family of the Employee. For the purpose of this article, immediate family shall include children, pregnancy loss or still birth, spouse, common law spouse, same sex partner, parents and siblings, step-relations, fiancé, current guardian, any relative who currently resides in your household or any other person for whom the Employee is designated as an Executor of their affairs.

(b) Three (3) working days bereavement leave without loss of pay and benefits shall be granted to an Employee in the event of the death of a former guardian, father-in-law, mother-in-law, grandparents, grandchild, sister-in-law, brother-in-law, niece, nephew, aunt or uncle.

(c) If a death occurs in an Employee's family while the Employee is at work or is scheduled to work on the day of the death, then the Employee shall be granted bereavement leave for the remainder of the day in addition to the above allotted days.

(d) Additional time off, without pay, for travel purposes may be granted upon request of the Employee, if the funeral is held outside of the Halifax Regional Municipality.

(e) Due to circumstances in the modern-day family, the Executive Director may allow for bereavement leave to be given for persons who may or may not fit the legal definition of those stated in 23.06 (a), (b) but fills that role within the Employees family.

(f) One day bereavement leave without loss of pay and benefits shall be granted to an employee once per year to attend a funeral for someone who is not covered under this article.

(g) All of the leave mentioned in 23.06 (a), (b), or (e) may be taken at the time of the death or later for the celebration of life, funeral, or for legal matters. Employees will discuss with their Executive Director at the time of the death if they would need to take one or more days at a later date. Proof may be required.

23.07 **Pregnancy/Birth Leave/Parental/Adoption**

(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) Pregnancy leave shall begin on such a date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery not later than the date of delivery.

(c) 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.

(d) An Employee who has completed the probationary period shall be entitled to maternity/adoption/parental leave in accordance with the Labour Standards Code and any other applicable legislation. Health and Dental benefits will continue while an Employee is on maternity/adoption/parental leave.

23.08 **Leave for Disease or Condition Harmful to Pregnancy**

(1) Subject to the rest of this Article 23, a pregnant Employee or an Employee whose spouse (including common law spouse) is pregnant shall receive immediate Sick Leave in the event that a known or suspected case of German measles, or any other communicable disease or condition which would be harmful to pregnancy specifically occurs at the place of work. This leave shall continue until all danger from such disease or condition ceases to exist.

(2) The Employee shall provide the Employer with a note from their attending physician indicating that they are required to be absent from work as a result of the above.

23.09 **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.

23.10 **Return to Work**

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. If the former position no longer exists, they shall be placed in an equivalent position. An Employee shall be entitled to the appropriate increment level and benefits, with no loss of benefits accrued to the commencement of the leave.

23.11 **Service and Seniority Continuation**

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

23.12 **Group Benefit Plan Continuation**

While an Employee is on pregnancy/birth or parental, or adoption leave, the Employer shall pay for the Employee's continued participation in eligible benefit plans [as per Articles 26.02 and 26.07].

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 two (2) working days during the confinement of the mother. This leave may be granted on separate days.

23.14 **Special Leave - Adopted Child**

Special leave with pay up to a maximum of two working days shall be granted to an Employee when an adopted child arrives in the Employee's home. This leave may be granted on separate days.

23.15 **Jury and Witness Leave**

The Employer shall grant leave of absence without loss of pay, seniority or benefits to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an Employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

23.16 **General Leave**

(a) An Employee may be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer.

(b) Subject to operational requirements, an Employee on a leave of absence may be entitled to work for the Employer while in approved absences and will be paid at the substitute rate for time so worked.

23.17 **Education Leave**

An Employee will be entitled to an educational leave of absence without pay to upgrade their educational studies directly related to their employment.

(a) Education leave may be granted by the Executive Director for up to two years to Employees wishing to pursue academic studies that will complement their work at Peter Green Hall Children's Centre Association.

(b) In order to be eligible for this education leave, an Employee will have completed two (2) years of permanent employment with Peter Green Hall Children's Centre Association or shall have completed two (2) years calculated from the return date of previous education leave.

(c) The Employee shall make application in writing to the Executive Director, at least three (3) months prior to the date of Education leave requested. The request shall include a statement of purpose and proposed program together with the specific leave time requested.

(d) Efforts will be made to have an Employee returning from an Education Leave, return to the shift and classroom they held prior to their leave but there is no guarantee of the same shift, or classroom

they held prior to the leave will be available depending on the length of leave taken.

(e) Effective signing of the Collective Agreement, the Employer may support an Employee who is registered for Continuing Education for ECE's if funding is available for replacement.

23.18 **Emergency Leave Days**

Each Employee shall be provided with up to three working days off without pay each year to attend to emergencies. Employees requiring such days will not be required to use other leaves prior to being eligible for Emergency Leave.

23.19 **Compassionate Care Leave**

The Employer will provide compassionate care leave in accordance with the Labour Standards Code of Nova Scotia.

23.20 **23rd Day Leave**

Employees shall be entitled to 23rd Day leave as follows:

(a) One (1) working day of leave after twenty-two (22) consecutive days worked. 23rd Day leave shall be considered full and continued employment, and the Employee shall continue to receive and accrue all pay and benefits including seniority while on 23rd Day leave.

(b) 23rd Day leave will be taken on the 23rd day unless it is not operationally possible. If this occurs it will be taken on the next available day unless extenuating circumstances occur. The days will not be accumulated. Only one (1) Employee may be absent on 23rd Day leave at one time.

(c) Days or portion of days on which an Employee is not at work do not count as days work for the purpose of earning 23rd Day leave.

(d) No 23rd Day leave shall be earned in July or August.

(e) No 23rd Day leave shall be taken between the last day of school as set by the Halifax Regional Centre for Education and the first day of school of the new term in September (the summer period).

(f) Normally an Employee will not be permitted to carry more than twenty-two (22) days over the summer period. The Employee would take the 23rd Day leave off on the first day operationally possible after the summer period.

(g) Employees shall begin counting days credited towards 23rd Day leave at day one after each full leave day taken, with the exception of Bereavement Leave, Jury & Witness Leave, and Leave without pay for Union purposes, after which the count shall continue.

23.21 **Labour Standards Leave** - Employees shall be granted extended leaves of absence in accordance with the Labour Standards Code and any other applicable legislation.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 (a) **Pay Days** - The Employer shall pay salaries and wages bi-weekly in accordance with Schedules "A" and "B" 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.

(b) The Employer shall deposit the Employee's net pay into an account at a financial institution of the Employee's choice by noon on the Thursday of the pay week.

24.02 **Equal Pay for Equal Work** - Employees shall receive equal pay for equal work, regardless of gender.

24.03 **Christmas Bonus** - The Employer will provide to all staff a financial Christmas bonus of $250.00 after tax deductions, as a thank you for the dedication and service throughout the year.

24.04 **Late Fees** - All late fees will be paid to staff in a separate paycheque.

ARTICLE 25 - JOB CLASSIFICATIONS

25.01 **Job Descriptions** - The Employer agrees to provide the Union with any updated job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union, and the Union shall have an opportunity to make representations to the Employer with respect to these descriptions.

25.02 **No Elimination of Present Classifications** - Existing classifications shall not be eliminated or changed without prior agreement with the Union.

25.03 **Maintaining Provincial Training Requirements** - Both Parties recognize the importance of ensuring that Employees maintain their proper training to ensure they meet all applicable provincial training and educational requirements.

25.04 **Compliance with Act** - Employees shall be required to remain in strict compliance with their obligations under the Early Learning and Child Care Act and the Early Learning and Child Care Regulations, and any standards regarding training set forth by the Department of Education and Early Childhood Development.

25.05 **Training Courses** – To maintain their formal certification all Employees shall complete the training/professional development as required by the Department of Education and Early Childhood Development. Such training shall be paid for by the Employer to a maximum of $275.00 per year. Each Employee may use the $275.00 on an annual basis from January to December to attend previously approved professional development workshops. Both the time and the workshop must be approved.

Upon proof of payment and attendance at the workshop, seminar or session – to the administration – an Employee shall be reimbursed any registration costs when not previously paid by the Employer.

The Employer shall provide a minimum of five (5) hours of the required training/professional development each year towards the total requirements for maintaining certification. Certificates for such training will be provided to the Employee as well as placed in their file.

25.06 **Training and Professional Development Notification** - The Employer shall provide a bulletin board on which may be posted, any training courses or professional development opportunities for which the Employees may be interested or selected, a copy will be delivered to each classroom.

The memo may contain the following information:

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

Every effort shall be made to ensure that opportunities for which the Employer sends Employees shall be divided equally amongst interested Employees who meet the qualifications for the courses or professional development.

Staff who give notice to leave employment will not be eligible for any remaining professional development funds once notice has been issued.

The Employer may choose to distribute the information regarding training in this clause electronically by way of email to all Employees.

25.07 **Paid Training** - No Employee shall lose pay for attendance at any training opportunity in relation to this article which takes place during the centre's regular business hours.

25.08 **Certification Expectations** - Employees who fail to comply with the Early Learning and Child Care Act, the Early Learning and Child Care Regulations or any clarifications or directives provided by the Department of Education and Early Childhood Development, with respect to staff training and classification, shall be dealt with in accordance with the provisions set forth in the Early Learning and Child Care Act, the Early Learning and Child Care Regulations or any clarifications or directives provided by the Department of Education and Early Childhood Development, until such time as the Employee completes their required professional development training hours.

25.09 **Workshop Registrations** – Employees on maternity leave will be entitled to have workshop registrations paid for by the Employer upon proof of registration. The Employee shall seek approval for workshop registration in advance of attendance.

25.10 **Six Month Waiting Period** – Newly hired Employees or those returning from leave must have worked six months prior to receiving professional development funding. This waiting period shall not apply to Employees returning from Maternity, Paternity or Adoption leave as per Article 23.06.

25.11 **Food Handlers Course** - The Employer will pay the full cost associated with the Food Handlers course or renewal for any staff member working in the kitchen.

ARTICLE 26 - EMPLOYEE RIGHTS

26.01 **Benefit Plans**

All references to benefits plans, unless specifically stated otherwise will include all medical, dental, extended health, pension plans, etc. as referred to in this Article.

26.02 **Medical Benefits**

(a) The Employer agrees to pay $5524.05 per month for the medical plan as per the current terms and conditions. The Employer will absorb any added cost up to ten (10%) percent ($552.41) at renewal dates. Employees on maternity leave and LTD shall provide post dated cheques for their portion of the medical benefits and pension plan premiums as plan texts allow prior to commencing maternity

leave. The Parties will set up a joint committee to review options prior to the renewal dates.

(b) Any changes in the eligibility requirements or benefits included in the medical plan will be discussed at a staff meeting prior to a change being implemented. Full descriptions of what the medical plan covers will be given in writing to the Employees prior to the meeting.

26.03 **RRSP** - The Employer agrees to make bi-weekly RRSP deductions from the Employee's pay and remit the amount to the financial institution of the Employee's choice. Each Employee will name the institution of their choice on a yearly basis and once named will not be able to change financial institutions until the following year, if so desired.

26.04 **First Aid / Criminal Record Vulnerable Sector Check, Child Abuse Registry**

(a) Newly hired Employees must have current First Aid certificates valid for at least one and a half (1.5) years, clear Criminal Record Checks and Vulnerable Sector check valid for at least four and a half (4.5) years, clear Child Abuse registry valid for at least two and a half (2.5) years before the Employer will pay for re-certification.

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

26.05 **WCB** - All Employees shall be covered by the *Worker's Compensation Act,* and the Employer shall provide accident report forms when required or requested.

26.06 **Long Service Pay**

Recognition of Years of Service Benefit will be paid on the Employee's Anniversary date. The Years of Service Benefit for all the current Employees who have reached the following milestones will be given the benefit.

15 years	-	$ 150.00
20 years	-	$ 250.00
25 years	-	$ 500.00
30 years	-	$ 750.00
35 years	-	$1250.00

26.07 **Pension**
All eligible Employees shall participate in the Colleges of Applied Arts and Technology (CAAT) DB Plus Pension Plan as plan text allows. The

Employer and the Employee shall each make contributions at the rate of five (5%) percent 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.

26.08 **Employee Family Assistance Program (EFAP)**

All Employees and their immediate families will be eligible for the 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 the premiums for the EFAP.

26.09 All Employees will receive copies of the specific details and/or links from the plan carriers when the detailed booklets or links are provided by the carriers of the benefit/pension plans.

ARTICLE 27 - SAFETY AND HEALTH

27.01 **Co-operation 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. Parties will be governed by the *Nova Scotia Health and Safety Act* and its regulations. Both the Employees and the Employer recognize their right to know, right to participate and right to refuse.

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. 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 **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.

27.05 **Injury Pay Provisions** - An Employee who is injured or who comes down with an unusual contagious illness contracted 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.

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

27.07 **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.

27.08 **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.

27.09 **Respectful Workplace** – The Employer and the Union agree that both the Employees and the Employer shall be entitled to a respectful workplace. The environment in the workplace 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.

27.10 **Communication**

(a) Prior to the arrival of a student that requires special attention, the classroom staff shall be notified and the protocols for the child will be shared with the child's classroom teacher prior to the child's first day. Information will be shared to the best of the Employer's knowledge at the time of entry. Adjustments may be required to the protocols as the student adjusts.

(b) Any updates to a child's medical condition/protocols or change in equipment shall be fully explained to all necessary staff prior to the child's return or arrival to the classroom. This update is to be given at a time when the Employees are not monitoring any children.

27.11 **Reasonable Measures** - 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.

ARTICLE 28 - GENERAL CONDITIONS

28.01 **Accommodation** - Accommodations shall be provided for Employees to have their meals and store and change their clothes.

28.02 **Bulletin Board** - The Employer shall provide a bulletin board which shall be placed so that Employees will have access to it and upon which the Union shall have the right to post notices of meetings and educational seminars.

28.03 **Parking Spaces** - Employees may use the underground parking during working hours, free of charge, when spaces become available. Parking spaces will be assigned to Employees with vehicles in accordance with seniority when the need arises. Assigned parking provided to Employees is a taxable benefit under the CRA mandate, therefore, will be recorded as such on the employees bi-weekly pay stub.

28.04 **Leave for Storm or Hazardous Conditions**

(a) There shall be no loss of pay or benefits to Employees regularly scheduled to work and the Centre is closed due to storms or hazardous conditions, or closure by a government body so long as regular or special operational funding is provided and/or parent fees are provided for the closure period.

(b) If an Employee is scheduled for a vacation day, 23rd Day or a sick day and the centre is closed prior to any shift beginning for that day due to a mandatory, emergency or storm shut down (closure) the Employee shall not have that day taken from their allotment of sick or vacation time. The Employee will be paid for the closure so long as regular or special operational funding is provided and/or parent fees are provided for the closure period.

(c) During inclement weather or hazardous conditions an Employee may request to take time from their vacation or take an unpaid day if they feel it is unsafe for them to go to work or remain at work and the Employer chooses not to close the Centre, provided the Employer can maintain required licensing and ratio requirements.

28.05 **Necessary Equipment and Supplies** – The Employer shall supply all equipment deemed necessary by the Employer which is required by Employees in the performance of their duties.

28.06 **Union Meetings**
The Employer will permit the use of its premise for the purpose of Union meetings for Local 4745 without cost to the Union.

28.07 **Work Site Access**
The Representative designated by the Union will be given access to work sites to meet with Employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

28.08 **Closures** - During any closures due to the Employer, or Government decision or a recommendation from a body it regulates, any Employee employed will be paid in accordance with their normal schedule for all time closed.

ARTICLE 29 - GENERAL

29.01 **Gender**
Throughout this agreement, the feminine includes the masculine and the plural includes the singular and vice versa, as the context may require. Where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex including two spirited, intersexed, transgendered and transsexual persons and all other 2SLGBTQIA+ shall be deemed to be included.

29.02 **Reference** - Any reference to the Executive Director or Director includes their designate.

ARTICLE 30 – AMALGAMATION, REGIONALISATION AND MERGER

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

(a) Employees continue with the benefits that are encompassed within this Agreement.

(b) Employees and their positions not be replaced with non-union employees or positions.

(c) Employees shall be credited with all seniority rights with the new Employer.

(d) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer.

(e) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer. Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employees.

(f) No Employees shall suffer a loss of employment as a result of merger.

(g) Preference in location of employment in the merged operation shall be on the basis of seniority.

ARTICLE 31 – JOB SECURITY

31.01 **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 covered under 3.01 shall not be contracted, transferred, or assigned in whole or in part, to any other person, company, or non-union Employee unless mutually agreed between the Parties or legislated by the Province of Nova Scotia.

ARTICLE 32 - TERM OF AGREEMENT

32.01 **Term**
This revised agreement shall be binding and remain in effect from January 1, 2025, to March 31, 2028, and shall continue from year to year thereafter, unless either Party gives notice to the other Party, of its desire to make amendments at least ninety (90) calendar days prior to March 31, 2028.

32.02 **Expectation to Bargain** - Unless mutually agreed otherwise the Parties shall meet within sixty (60) calendar days of the expiry date to make changes to the Collective Agreement.

32.03 **Changes to the Collective Agreement** - Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

32.04 **Retroactivity** - None of the provisions in this collective agreement are retroactive, with the exception of wages, unless otherwise stated.

32.05 **Retroactive Pay for Retired Employees** - An Employee who has retired from their employment between the termination date of this Agreement and the date of signing of the new Agreement shall receive the full retroactivity for wages/salary for any time worked. Retirees refers to those Employees who leave on their own accord and do not leave to work in another child care centre.

ARTICLE 33 - PRESENT CONDITIONS AND BENEFITS

33.01 **Present Conditions to Continue**
All rights, benefits, privileges, practices and working conditions which Employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

33.02 **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 or disallow 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. In such an event, the affected portion of the Agreement shall be re-opened for negotiation and settled in a Letter of Understanding.

33.03 **Binding** - All schedules and appendices attached are binding on both Parties and form part of this Collective Agreement.

Signed in Halifax this 5th day of February, 2026.

Signed on behalf of the Canadian Union of Public Employees and its Local 4745

Unit Vice President

Committee Member

Committee Member

Signed on behalf of Peter Green Hall Children's Centre Association.

Board Member

Ms. Bobbi-Lynn Keating
Executive Director, PGHCCA

SCHEDULE A

Adjusted ECE Wage Scale
(effective 1 April 2024)

Position & Level	Years of Experience				
	<1	1 - 2	2 - 3	3 - 4	4 - 5+
Inclusion Coordinator /Program Coordinator- Level 1	$26.58	$27.37	$28.20	$29.05	$29.91
Inclusion Coordinator/Program Coordinator - Level 2 / School Age	$28.64	$29.50	$30.39	$31.30	$32.23
Inclusion Coordinator /Program Coordinator / Level 3	$29.67	$30.57	$31.48	$32.43	$33.40
ECE - Level 1	$24.16	$24.89	$25.64	$26.41	$27.19
ECE - Level 2 / School Age	$26.04	$26.82	$27.63	$28.46	$29.31
ECE - Level 3	$26.97	$27.79	$28.62	$29.48	$30.37

Adjusted ECE Wage Scale
(effective 1 April 2025)

Position & Level	Years of Experience				
	<1	1 - 2	2 - 3	3 - 4	4 - 5+
Inclusion Coordinator /Program Coordinator - Level 1	$27.63	$28.45	$29.31	$30.19	$31.08
Inclusion Coordinator/Program Coordinator - Level 2 / School Age	$29.76	$30.65	$31.57	$32.52	$33.49
Inclusion Coordinator/Program Coordinator - Level 3	$30.82	$31.76	$32.71	$33.70	$34.71
ECE - Level 1	$25.11	$25.87	$26.65	$27.45	$28.26
ECE - Level 2 / School Age	$27.07	$27.88	$28.72	$29.58	$30.46
ECE - Level 3	$28.04	$28.89	$29.75	$30.64	$31.56

ECE Wage Scale (effective 1 April 2026)

Position & Level	Years of Experience				
	<1	1 - 2	2 - 3	3 - 4	4 - 5+
Inclusion Coordinator/Program Coordinator - Level 1	$28.18	$29.02	$29.90	$30.79	$31.70
Inclusion Coordinator/Program Coordinator - Level 2 / School Age	$30.36	$31.26	$32.20	$33.17	$34.16
Inclusion Coordinator/Program Coordinator - Level 3	$31.44	$32.40	$33.36	$34.37	$35.40
ECE - Level 1	$25.61	$26.39	$27.18	$28.00	$28.83
ECE - Level 2 / School Age	$27.61	$28.44	$29.29	$30.17	$31.07
ECE - Level 3	$28.60	$29.47	$30.35	$31.25	$32.19

ECE Wage Scale (effective 1 April 2027)

Position & Level	Years of Experience				
	<1	1 - 2	2 - 3	3 - 4	4 - 5+
Inclusion Coordinator/Program Coordinator - Level 1	$28.74	$29.60	$30.50	$31.41	$32.33
Inclusion Coordinator/Program Coordinator Level 2/School Age	$30.97	$31.89	$32.84	$33.83	$34.84
Inclusion Coordinator /Program Coordinator Level 3	$32.07	$33.05	$34.03	$35.06	$36.11
ECE - Level 1	$26.12	$26.92	$27.72	$28.56	$29.41
ECE - Level 2 / School Age	$28.16	$29.01	$29.88	$30.77	$31.69
ECE - Level 3	$29.17	$30.06	$30.96	$31.88	$32.83

ANY NEW HIRE as of signing	**April 1, 2026**	**April 1, 2027**
Untrained	**Min Wage plus $1.00**	**Min wage plus $1.00**
Entry	Min Wage plus $1.50	Min Wage plus $1.50
Cook	Min wage plus $2.00	Min Wage plus $2.00

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

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

The compensation system for all Employees shall be based on the classification / certification system outlined by the Department of Education and Early Childhood Development with a percentage increase and/or base rate adjustments each year of the Agreement as presented in the Nova Scotia Early Childhood Educators Provincial Wage Scale.

Any possible improvements to the Provincial Wage Scale as made by the province up until March 31, 2028, are deemed to be included in this agreement. All unionized Employees will receive the same economic percentage increase and/or base rate adjustments as per Nova Scotia's Early Childhood Educators Provincial Wage Scale.

No Employee will be paid less than $1.00 over minimum wage.

EARLY CHILDHOOD EDUCATOR

WAGE INFORMATION

The movement between Classification/Certification Pay will happen automatically upon verification of the date of completion from the issuing Educational Institution for the training and the recognition of the certification from the Department of Education and Early Childhood Development.

The Movement between years of service will happen automatically when the Employee reaches their anniversary date as it relates to the Early Childhood Educators Provincial Wage Scale.

When an Employee obtains a higher classification/certification level, upon providing the Employer with proof from the Department of Education and Early Childhood Development that they have obtained a higher level, the Employer will provide the rate of pay on that date for the highest level received.

SCHEDULE B

Schedule B reflects the current wages (as of the date of signing) of Employees who have been hired as of the signing of this Collective Agreement. The increases dealt with in Schedule A will be deemed to be reflected as the ongoing wages of the Employees noted in Schedule B change on a go forward basis. Any new hires will be deemed to join Schedule B the following April 1. Any increases to the steps would also be deemed to be incorporated.

SCHEDULE "B"
Non-Scale Employee's

Employee	Current Adjusted Wages
001	$34.71
002	$33.49
006	$30.46
016	$31.56
018	$31.56
022	$30.46
028	$23.30
030	$31.56
034	$31.56
037	$30.46
041	$30.46
042	$28.26
043	$25.44
044	$25.87
045	$31.56
046	$28.72
047	$30.46
048	$28.72
049	$31.56
050	$25.11
051	$22.49
052	$27.45
053	$25.87

MEMORANDUM OF AGREEMENT #1

Between

Canadian Union of Public Employees, Local 4745

And

Peter Green Hall Children's Centre Association

Respectful / Psychologically Safe Workplace

In reference to Article 27.09, Respectful Workplace, the Parties agree to establish a committee.

The Parties further agree to establish a committee under the auspices of the Joint Occupational Health and Safety Committee, for the purposes of exploring and developing policies and procedures on a respectful workplace, violence in the workplace and psychological safety in the workplace. This committee shall begin meeting within ninety (90) working days of signing this Collective Agreement. The Parties agree that best efforts will be made to ensure that policies and procedures which reflect Article 27.09 as well as the following will be put in place within twelve (12) months of signing agreement. This work will occur during the term of this Agreement.

It is agreed that the Health and Safety Committee shall concern itself with all matters relating to violence to staff, including but not limited to:

(i) developing violence policies,
(ii) developing measures and procedures to prevent violence to staff,
(iii) receiving and reviewing reports of violent incidents,
(iv) developing and implementing violence training programs, and
(v) developing psychological safety protocols to minimize risk in the workplace.

DATED at Halifax this 5th day of February, 2026.

Signed on behalf of:

For the Union

Heather Lawson

Meghan Conrad

Suraj

For the Employer

MEMORANDUM OF AGREEMENT #2

Between

Canadian Union of Public Employees, Local 4745

And

Peter Green Hall Children's Centre Association

Waiting List

The Parties agree that members of the bargaining unit ("Employees") have the right to apply for spaces on the Peter Green Hall Children's Centre Association ("Centre") waiting list for the purpose of having their child(ren) admitted to the Centre. It is the responsibility of the Employees to assess and be aware of their priority on the list.

In the event that:

(a) an Employee is off on maternity, parental or adoption leave and is scheduled to return to work at Peter Green Hall Children's Centre Association or;

(b) the Employee is on the waiting list or is a potential permanent new Employee; and

(c) it does not appear that an opening will be available for the Employee in the applicable classroom when they return to (or commences) work.

The Employee may, no less than one (1) month prior to their return to work, make a request in writing to the Director that an application be brought on their behalf to the Board of Directors requesting that the Employee be offered the next available opening in the applicable classroom in the Centre.

Upon receiving such an application, the Director shall consider the application and may, at their discretion, bring the application to the Board of Directors for approval at the next regularly scheduled Board Meeting. The Board shall have final authority to approve or deny the request.

Upon approval from the Board of Directors, the Director shall offer to the Employee the next available opening in the applicable classroom in the Centre.

DATED at Halifax this 5th day of February, 2016.

For the Union

Heather Cameron

Elizabeth Conrad

Suraj

For the Employer

Bobbi-Lynn Keating

SC SHC

MEMORANDUM OF AGREEMENT #3

Between

Canadian Union of Public Employees, Local 4745

And

Peter Green Hall Children's Centre Association

Late Fee Policy

1) All late fees charged to parents will go directly to staff on their subsequent paycheque.

2) The Union reserves the right to discontinue providing service after 5:30 p.m. if the late fee policy is altered. The Union will give two (2) weeks' notice of the discontinuation of services. During this notice period late fees will remain in effect. The policy will be discussed and mutually agreed to by all Parties involved before service will resume.

3) The Executive Director may use their discretion when determining whether or not to charge a late fee in the morning.

Signed in Halifax this 5th day of February, 2026

For the Union

Heather Parsons

Agech Conad

Suraj

For the Employer

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MEMORANDUM OF AGREEMENT #4

Between

Canadian Union of Public Employees, Local 4745

And

Peter Green Hall Children's Centre Association

Leaving Early Policy

The Leaving Early Policy will be administered precisely as written. The policy reads: Teachers may be granted permission to leave early, prior to the end of their shift, without loss of pay, under the following conditions:

a) All staff intending to leave early must first obtain permission from the Executive Director or the designate.

b) The child to teacher ratio in their classroom is such that there are fewer children required in the classroom to meet classroom ratios as set by Executive Director and the Department of Education and Early Childhood Development.

c) Quality of care is not affected. Late shifts will not be left alone for longer than two (2) hours, and will not be adversely impacted by additional responsibilities (dishes, paperwork, etc.)

d) Team members are not negatively affected (e.g., *breaks {lunches and afternoon breaks}* must be taken by the remaining staff prior to the staff leaving the centre) unless approved by the Executive Director or Designate.

e) A minimum of five (5) hours work has to be completed and is not required in any other classroom and any other additional work in your classroom or in the centre that is required to be completed is done. The Children's Portfolios are up to date.

f) If an extra substitute/staff is provided, the Executive Director will designate fairly and equitably among all classrooms whether staff will be allowed to leave early.

g) Any Teacher who does not follow the above items may have the benefit of leaving early removed.

h) If a Teacher arrives late for their shift they will forfeit the leave early benefit for that day.

i) If a Teacher is habitually late for their shift, they may not have the benefit of the leaving early policy.

Please note that the leaving early policy is written for teachers only and that leaving early and rescheduling of breaks (for the purpose of leaving early) must be approved by the Executive Director or Designate.

Signed in Halifax this 5th day of February, 2026.

For the Union	For the Employer
Heather Cameron	
Robert Conrad	
Suraj	

MEMORANDUM OF AGREEMENT #5

Between

Canadian Union of Public Employees, Local 4745

And

Peter Green Hall Children's Centre Association

Leaving Early Policy for the Cook

The cook may be granted permission to leave early, prior to the end of their shift, without loss of pay, as long as the tasks of the day are completed and any necessary preparations for the following day are done.

Signed in Halifax this 5th day of February, 2016.

For the Union

Heather Lanerox

Elyssa Conrad

Suraj

For the Employer

Bobbi-Lynn Keating

MEMORANDUM OF AGREEMENT #6

Between

Canadian Union of Public Employees, Local 4745

And

Peter Green Hall Children's Centre Association

Dalplex

The Employer will investigate the ability of getting a discount for a membership for Dalplex for all staff for within the first ninety (90) working days of signing of the Collective Agreement. The Employer will not bear the cost of any discounts.

Signed in Halifax this 5th day of February, 2026.

For the Union	For the Employer
Heather Cameron	
Megan Conrad	
Saraj	

LETTER OF UNDERSTANDING #1

Between

Canadian Union of Public Employees, Local 4745

And

Peter Green Hall Children's Centre Association

Re: Accommodation

During the life of this Agreement, the Parties shall work with the Human Rights Commission to develop a policy and subsequent procedures regarding the Accommodation process for the Employees of Peter Green Hall Children's Centre Association.

Signed in Halifax this 5th day of February, 2026.

For the Union

For the Employer

LETTER OF UNDERSTANDING #2

Between

Canadian Union of Public Employees, Local 4745

And

Peter Green Hall Children's Centre Association

STORM POLICY

Intention:

To ensure the health, safety and well-being of our Staff and Families Peter Green Hall Children's Centre Association may remain open during inclement weather; however, we may also operate with limited staffing.

The Executive Director will make the final decision on Centre closures.

The decision to close the Centre will be based on a variety of factors:

- Current and hourly weather forecast
- Conditions of surfaces such as roads, highways, sidewalks and parking lots
- Potential of dangerous weather warnings such as wind, flash freezing, flooding and snow.
- Recommendations from police to remain off the roads
- Probable power outages
- Hazardous conditions
- Busing and public transportation closures or altered services

For the sake of the travelling safety of our families and staff, we do encourage early pick-ups on stormy days or when the weather deteriorates.

Should staff members feel it unsafe to travel to work during inclement weather, they must notify the Executive Director in a timely manner by text or call prior to their shift. Staff members will be paid for all hours the centre is closed due to inclement weather if the Centre is closed once they begin their shift. If the Centre is closed before staff are scheduled to begin work, staff will be paid for their regularly scheduled hours. If the centre remains open and staff are unable to attend due to the road conditions or feel it is unsafe, they will have the discussion with the Executive Director as to what option they will have.

Signed in Halifax this 5th day of February, 2021.

For the Union

For the Employer

PETER GREEN HALL CHILDREN'S CENTRE ASSOCIATION – Late Fee Policy

Our emergent curriculum philosophy and daily routines have been tailored to meet the needs of the children. A variety of experiences are provided for the children throughout the day. For the children to gain the most from the program, and is required by regulations; it is important that they arrive before 9:30 a.m. A child will not be admitted to the Centre after 9:30 a.m. unless they have a medical or dental appointment, and special consent has been given by the Teachers and/or the Director.

Note: Regardless of special consent, no child will be admitted to the Centre after 11:00am.

On outing days, the class will not be kept back for late arrivals. It will be the parent's responsibility to find alternate childcare until the class returns and will only be accepted before lunch.

The Centre closes at 5:30 p.m. and all parents and children must have left the classrooms by this time.

Parents who arrive after 5:30 p.m. will be asked to sign the Late Book and will be fined. A warning letter may be issued to families depending on the number of times the parent has had to sign the Late Book. These letters will state that the family is at risk of losing their space in the Centre.

The fines for latecomers are as follows and are per child.

Time/Fees	1st / 2nd Time	3rd Time	4th Time	5th Time
5:31 – 5:36 p.m.	$20.00	$30.00	$40.00	$50.00
5:37 – 5:42 p.m.	$30.00	$40.00	$50.00	$60.00
5:43 – 5:48 p.m.	$40.00	$50.00	$60.00	$70.00
5:49 – 5:54 p.m.	$50.00	$60.00	$70.00	$80.00
5:55 – 6:00 p.m.	$60.00	$70.00	$80.00	$90.00

From 6:01 p.m. onward the fee will be $60.00. A $10.00 increase in fees will continue every five minutes after 6:01 p.m. All attempts will be made to contact the emergency and pick up people from the child's list. If no one has come to pick up a child by 6:00 p.m. we would consider this an emergency situation and as a last resort, the police may need to be contacted to be made aware of the situation and do a wellness check on the parents/guardians.

Once a latecomer is put on the 3rd, 4th, or 5th fee schedule, it will take six consecutive months of not being late to be able to go back to the 1st/2nd time fees. If there have not been six consecutive months where the parent has been on time, the fee scale will go up by $10.00 every time that the parent is late regardless of the time schedule.

Signed in Halifax this 5th day of February, 2026.

For the Union	For the Employer
Heather Lamers	
Eugene Bonvalot	
Suraj	

PETER GREEN HALL CHILDREN' CENTRE ASSOCIATION

APPENDIX A

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
24	25	26	27	28	29	30	31	1	2	3							
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				23	24	25	26	27	28	29	30	31	1	2	3		
				22	23	24	25	26	27	28	29	30	31	1	2	3	

Closed 24 noon up to and including January 1 closure
Closed 24 noon up to and including January 1 closure
Closed 24 noon up to and including January 2 closure
Closed 24 noon up to and including January 3 closure
Closed 24 noon up to and including January 3 closure
Closed 23 noon up to and including January 2 closure
Closed 22 noon up to and including January 1 closure

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