



# **COLLECTIVE AGREEMENT**

*BETWEEN*

**A TINY LAB FOR EARLY LEARNING**  
(hereinafter called the "Employer")

*AND*

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4745**  
(hereinafter called the "Union")

Expiry March 31, 2028



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## **ARTICLE 1 – PREAMBLE**

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

- (a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union,
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.,
- (c) To encourage efficiency in operations,
- (d) To promote the morale, well-being, and security of all Employees in the bargaining unit of the Union,
- (e) To encourage and promote co-operation 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 childcare, and
- (f) To work together to ensure that the organization survives, grows and yields benefits for everyone.

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

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 The Employer shall have the right to manage the operation of A Tiny Lab for Early Learning, its Employees, services, and programs. Without limiting the generality of the foregoing, the Employer shall have the right to determine:

- (a) organizational structure;
- (b) complement;
- (c) work methods, policies, and procedures;
- (d) kinds and locations of equipment;
- (e) facility and building;
- (f) hours of work, scheduling, assignment, training, classification, redundancy, and evaluation of Employees;
- (g) hiring, promotion, demotion, lay-off and discharge of Employees;
- (h) discipline; and
- (i) job descriptions, qualifications, and requirements for the positions.

- 2.02 The Employer shall not exercise its rights in a manner inconsistent with the provisions of this Collective Agreement or in an unreasonable, arbitrary, or discriminatory manner.

### **ARTICLE 3 – RECOGNITION**

- 3.01 (a) The Employer recognizes the Canadian Union of Public Employees and its Local 4745 as the sole and exclusive bargaining agent for all Employees of A Tiny Lab for Early Learning Ltd., but excluding the Director, Assistant Director, Bookkeeper, Cleaner, Maintenance Persons and those persons excluded by paragraphs (a) and (b) of subsection (2) of Section 2 of the *Trade Union Act*.

- (b) If the Cleaner becomes an Employee of A Tiny Lab for Early Learning Ltd. the Cleaner will be a Unionized Employee and covered under the Collective Agreement.

#### **3.02 Work of the Bargaining Unit**

No one outside of the bargaining unit shall work on jobs included in the bargaining unit except for the purpose of instruction unless mutually agreed with the Union. The article does not preclude the Director or Assistant Director from periodically performing work of the bargaining unit including but not limited to ensuring breaks and last-minute absences are covered, unless the work reduces the number of positions in the bargaining unit.

- 3.03 A Full Time Employee is an Employee who has successfully completed the probationary period and who is regularly scheduled to work the hours as set out in Article 18 (Hours of Work).

- 3.04 (a) A Part Time Employee is an Employee who has successfully completed the probationary period and who is regularly scheduled to work less than the hours set out in Article 18. They are entitled to all rights and benefits set out in this collective agreement on a pro-rated basis.

- (b) Part Time Employees are eligible for medical benefits provided they meet the requirements of the plan text.

- 3.05 Casual Employees are Employees who are employed on a "call in basis". The following provisions of the Collective Agreement do not apply to Casual Employees: Articles 17, 18, 22, 23, 26, 27.

- 3.06 Grant Employees are Employees who are primarily funded by a source or sources other than the employer. The following provisions of the Collective Agreement do not apply to Grant Employees: Articles 17, 22, 26, 27, 23, except 23.16.
- 3.07 (a) A Term Employee is one who relieves another Employee for a period of time because of the Employee's vacation, illness, or other reason considered by the Parties.
- (b) Term Employee(s) shall be entitled to the rights and benefits of the collective agreement except for Articles 17, 22, 26, 27, 23, except 23.16. A Term Employee filling in a long-term position (excess of three (3) months) shall have the ability to take their Vacation entitlements during the term or paid out if mutually agreed. Employees working in a Term of nine (9) months or more shall have all rights and benefits for the period of the Term. Only Term Employees working in a term of twelve (12) months or more shall be entitled to all the Group Benefits and Pension Plan as per Article 27 and as per plan texts allow.
- 3.08 (a) A term position may be filled by any Employee in the bargaining unit.
- (b) Term Employees as described in 3.07 (a) shall, at the end of their term, be returned to the casual rotation, and will continue to receive the hourly rate of pay at the time of the term ending for time worked. Any permanent employee who filled a Term position will be returned to their permanent position at the end of their term and return to the rate of pay for their position.
- 3.09 Where a noun, pronoun or adjective singular or plural is used indicating gender or sex, the other singular or plural or gender or sex including two spirited, intersexual, transgender persons shall be deemed to be included.
- 3.10 For purposes of this Agreement, Supervisor may include Director or Assistant Director. Union representative/Steward may include Shop Steward, Unit Vice President, Union Executive member or CUPE National Representative.
- 3.11 Any reference to the Director herein includes their designate. Any reference to the Unit Vice President herein includes their designate.

## **ARTICLE 4 – NO DISCRIMINATION**

### **4.01 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee, under any provincial statute, including but not limited to the Nova Scotia *Human Rights Act* and the Nova Scotia *Occupational Health & Safety Act* nor by reason of membership or activity in the Union.

### **4.02 Respectful Workplace**

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

## **ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT**

5.01 All Employees of the Employer as per Article 3.01, 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 as per Article 3.01, shall, as a condition of continued employment, become and remain members in good standing in the Union.

### **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/cellular number and email address that the Employer has on file for the Employee, if any. 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 provided by the Employer. The Union will only use the contact information for legitimate purposes in accordance with the *Trade Union Act*.

5.03 The Employer shall endeavour to advise the Unit Vice-President in writing of all appointments, long term sick leave, resignations, retirements, deaths and leave of

absences except for personal leave, of its Employees within the bargaining unit. This information will be provided to the Unit Vice President by email at the same time as the remittance of union dues under Article 6.02.

#### 5.04 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative(s) shall seek approval from the Director to access the Employer's premises in order to investigate and assist in the settlement of a grievance. Such approval for access shall not be unreasonably denied.

## **ARTICLE 6 – CHECK-OFF OF UNION DUES**

6.01 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 (a) Deductions under Article 6.01 shall be made from the bi-weekly payroll and shall be forwarded to the Secretary-Treasurer of CUPE not later than the 15th day of the following month. If sent by mail, a completed Union dues remittance form, will be forwarded to the National Secretary-Treasurer (1375 St. Laurent Blvd., Ottawa ON, K1G 0Z7 accompanied by a list of the names, addresses, total wages, number of hours worked, and dues deducted and classifications of Employees from whose wages the deductions have been made). The Employer will also forward a copy to the local Union Secretary-Treasurer at the e-mail address provided by the local.

6.02 (b) The Employer may forward the deductions through electronic means. If doing so, the information required in 6.02 a) will be sent through email to the contact given by the Union.

#### 6.03 T-4 Slip

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

6.04 In the event that legislation is enacted that requires a change to the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer and the Union agree to meet and negotiate any necessary amendments to Article 6 to comply the newly enacted legislation and ensuring the Union has the information it requires to collect its Union dues.

## **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, 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 representative of the Employer will introduce the new Employee to their Union Steward or Unit Vice President, as designated by the Union. The Employee will be given a copy of their Collective Agreement in their orientation package.

7.03 For all Employees except Casual Employees, the Representative designated by the Union will be given an opportunity to meet privately with each new Employee in the Bargaining Unit as per Article 3.01 during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. For all new Employees except Casual Employees, a maximum of sixty (60) 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 workday. Such permission shall not be unreasonably withheld. The Union designated Employee will be given an opportunity to meet with new Casual Employees prior to the start or after the end of a shift at the start of their probationary period for a maximum of thirty (30) minutes. Both Employees will be paid for this meeting time at straight time. No overtime shall be paid for these meetings.

### **7.04 (a) Orientation of New Employees**

The Employer has the obligation to orient new Employees with regards to the workplace culture, policies, procedures, standards, the emergent curriculum philosophy, acceptable documentation techniques, their specific job description and job expectations.

- (b) The Employer shall before the end of the second (2nd) month of employment review the work performance of the Probationary Employee. A copy of this review will be given to the Employee and a copy placed on their personnel file.

7.05 (a) Probation for Newly Hired Employees

A newly hired Full Time or Part Time Employee shall be on probation for a period of three (3) months from the date of hiring. The Employee shall be entitled to join the Benefit Plans as the plan's text allows. The probationary period may be extended in certain circumstances by the Employer. The Employer will meet with the Employee and the Union at least three weeks prior to the conclusion of the probationary period if the Employer is contemplating an extension of the probationary period. This extension shall not exceed a total of six (6) months. During the probationary period the Employee shall be entitled to all the rights and benefits of this agreement except, if in the opinion of the Employer the probationary Employee has not performed to the standards set out by the Employer during their orientation, the Employee may be dismissed. An Arbitrator's jurisdiction in any grievance filed relating to the dismissal of a Probationary Employee shall be restricted to a determination of whether the Employer's exercise of its discretion to terminate was arbitrary, discriminatory or in bad faith.

7.06 On the Job Training/ Orientation

Full Time / Part Time Employees shall be granted three (3) days of on-the-job training where they will observe and take part in the classroom routines. They will be part of the class to learn and observe the classroom cultures but not be counted in ratio. Casual Employees shall be granted one (1) day of on-the-job training where they will observe and take part in the classroom routines. They will be part of the class to learn and observe the classroom cultures but not be counted in ratio. The Union recognizes the right of the Employer to reschedule on-the-job training in a time of emergency and other incidental/unusual circumstances. In cases where the on-the-job training is delayed or interrupted due to an emergency and other incidental/unusual circumstance, the Employee will resume their training at the end of the event.

7.07 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 following the regular working day. The Union must request permission from the Director to hold such functions, and no such function shall be permitted if it will interfere with the

operations of the Centre or other activities of the Employer. The Employer, at their discretion, may require the Union pay a user fee for the use of the space to cover any costs that are incurred by the Employer.

7.08 The Employer may allow the Union to hold Unit membership meetings at the Centre after hours as long as it does not interfere with the operations of the Centre or other activities of the Employer. The Union will request written consent from the Director prior to any unit meetings being held at the workplace. Consent shall not be unreasonably denied. The Employer, at their discretion, may require the Union pay a user fee for the use of the space to cover any costs that are incurred by the Employer.

#### 7.09 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 before or after work, during their meal and other scheduled breaks, whether paid or unpaid. The Representative will seek approval of the Director prior to the visit. Approval shall not unreasonably be denied.

### **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 or designates and/or the CUPE National Representative (when 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. The CUPE Representative may be a member of the Labour Management Committee with a voice but no vote.

#### 9.02 Functioning of Committee

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
- (b) Improving services to the families.

- (c) Promoting safety and sanitary practices.
- (d) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
- (e) Correcting conditions causing grievances and misunderstandings.
- (f) Employment equity.

#### 9.03 Meetings of Committee

The Committee shall meet three times per year 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

#### 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 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 two (2) members of the Union. The CUPE Representative will not count in this number. The Union will advise the Employer of the Union nominees to the Committee.

#### 10.03 Function of the Bargaining Unit Committee

All current matters not resolved at the Labour Management Committee as well as those pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred to the Bargaining Committee for discussion and settlement.

10.04 The time and dates for bargaining will be set by mutual agreement between the Parties. The Employer will provide a leave of absence without loss of pay or benefits for two Employees to attend meetings for the purpose of collective bargaining, to a maximum of two days (16 hours) for each such Employee. For any additional meetings held during working hours agreed to by the Parties, the Union will reimburse the Employer for the wages and benefits for Employees attending the meetings. The Employer is not responsible to pay for any time spent outside of the regular working day.

10.05 The Employer shall make available to the Union on request financial information pertaining to pension and benefit plans, job descriptions, positions in the bargaining unit, and job classifications/certifications with wage rate/salary attached. The Union may request additional documentation.

#### 10.06 Meeting of the Bargaining Committee

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

## **ARTICLE 11 – RESOLUTIONS AND REPORTS OF THE OWNERS**

11.01 The Employer agrees to advise the Union of any policy changes or changes to the delivery of the services provided which affect Employees in the bargaining unit within twenty (20) working days of the final decision, unless directed otherwise by Department of Education and Early Childhood Development.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

12.01 (a) The Parties to this Agreement agree 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 or arbitrarily.

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

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

### **12.04 Names of Stewards**

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

### **12.05 Grievance Committee**

The Grievance Committee shall consist of the Steward selected, the officers of the Local Union and the CUPE National Representative. 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 from 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 ten (10) 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 Director or designate.

Attempts at such informal settlement of complaints shall not exceed ten (10) working days from the time of the alleged violation. 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 Director (or their designate) within ten (10) working days from the expiry of the timeline for resolving the complaint at Step 1. 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, Director and Shop Steward or designates. The Director or designate shall deliver their response in writing to the Union within ten (10) working days of the meeting.

#### 12.10 Step Three

Failing satisfactory settlement being reached at Step 2 the Union may decide to refer the grievance to arbitration. The referral will be within twenty-five (25) working days of the receipt of the written decision of the Director.

12.11 The Shop Stewards/Grievance Committee shall have the assistance of the CUPE representative(s) at any stage of the grievance/arbitration procedure. The CUPE representative may be in attendance at any meeting throughout the grievance/arbitration process.

#### 12.12 Policy Grievance

Where a dispute involving the interpretation of a workplace policy or procedure as contained in the Employee Handbook occurs, a grievance may be filed by the Union or Employer. Step 1 of the grievance procedure may be by-passed.

#### 12.13 Group Grievance

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

#### 12.14 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.

#### 12.15 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. The Grievance will be filed with the Local Union President at Step 2. 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.

#### 12.16 Grievance on Safety

An Employee, or a group of Employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance at Step 2 of the grievance procedure for preferred handling.

12.17 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.

12.18 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.

#### 12.19 Replies in Writing

Replies to grievances shall be in writing at all stages beyond Step One.

#### 12.20 Facilities for Grievances

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

#### 12.21 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement made in writing and signed by both Parties shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

#### 12.22 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.

12.23 The Union members shall not suffer any loss in pay and/or benefits for time spent meeting with the Employer as part of the Grievance Procedure outlined above.

## **ARTICLE 13 – ARBITRATION**

- 13.01 When either Party wishes to submit a grievance to arbitration, it shall inform the other party in writing within twenty-five (25) working days of the receipt of the written decision at Step 2. Each party shall submit, within twenty-five (25) 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 the list. If either party refuses or neglects to submit a list to the other, within twenty (20) 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 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 Upon advance notice to the Employer, all reasonable arrangements shall be made to permit the conferring Parties and arbitrator/mediator 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 Each party shall pay one-half of the fees and expenses of the sole arbitrator or mediator.
- 13.05 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 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 The Union will make every reasonable attempt to schedule pre-arbitration meetings outside the Employee's regularly scheduled hours. The Union will reimburse the Employer for the Employee's wages and other employment benefits paid by the Employer for all hours the Employee was regularly scheduled to work during the Arbitration process which the Employee is unable to attend due to Arbitration.
- 13.09 At any stage of the arbitration/mediation process, the Parties shall have the assistance of the Employee(s) involved and any necessary witnesses.

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

- 14.01 (a) The Employer will take reasonable steps to bring to the attention of Employees workplace policies and procedures prior to any discipline occurring.
- (b) The Employer shall only suspend, discharge, or otherwise discipline an Employee for just cause. The Employer agrees progressive discipline will be followed but the Parties agree that circumstances may allow for steps in progress discipline process to be bypassed, including but not limited to those set out in Article 14.09 below.
- (c) Steps in the Progressive Discipline process include:
- 1) verbal warning
  - 2) written warning
  - 3) paid suspension
  - 4) unpaid suspension of varying lengths
  - 5) discharge

14.02 (a) 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.

(b) Right to Have Steward Present

An Employee shall have the right to have their Steward present at any discussion with supervisory personnel, which the Employee or the Employer believe might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes or for an investigation, the supervisor shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact their Steward to be present at the interview. The Employer shall advise the Employee in writing, with a copy to the Union of any disciplinary action taken. The Employer shall provide reasons for any discipline when discipline occurs.

- 14.03 Should it be found upon investigation by the Employer that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in their former position, without loss of seniority, and may be compensated for all time lost in an amount equal to their normal earnings during the pay period preceding such discharge or suspension.

#### 14.04 Warnings

Whenever the Employer or their authorized agent deems it necessary to speak to 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 twenty (20) working days of becoming aware of the event giving rise to the discipline, give written particulars of the events giving rise to discipline to the Unit Vice-President of the Union with a copy to the Employee involved.

#### 14.05 (a) Adverse Report

The Employer shall notify an Employee in writing of any complaint concerning their work within twenty (20) working days of the event of the complaint or when the events giving rise to the complaint 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 the complaint. The Employee's reply to such complaint, or accusation shall become part of their record.

- (b) The record of an Employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports, provided the Employee has no further suspension or disciplinary action directly related to the same issue as the previous discipline. At twenty-four (24) months said record shall then be expunged from their record unless the suspension or disciplinary action is for a serious infraction, such as those outlined in Article 14.09, at which time it will be removed after thirty-six (36) months.

#### 14.06 Access to Personnel File

Upon request to the Director, the Employee shall be permitted to review their personnel file at a convenient time, within one (1) working day. Employees may submit a document to their personnel file in response to any document the Employer puts on the Employee's file.

14.07 It is recognized that performance issues shall not be disciplinary in nature unless the performance concerns continue after they have been addressed through items (a) to (d) below. When a concern with an Employee's performance exists, the Employer shall:

- (a) Meet with the Employee to review the concern and circumstances with the Employee to gather any new information.

- (b) Provide the Employee with a statement of the standard of performance which is expected of them.
- (c) Indicate when the Employee's performance is expected to meet the standard as provided by the Employer.
- (d) Provide reasonable assistance to the Employee in attaining the standard.
- (e) Where the Employee fails to achieve the performance standards as provided by the Employer, or where the Employee continues to have deficits in their performance, the Employer may treat the matter as disciplinary in nature.
- (f) If such an Employee fails to meet the required standards by a given date, the Employer shall, within ten (10) working days thereafter, give written particulars of such discipline to the Employee involved, with a copy to the Employee's Unit Vice President.
- (g) The Employee may have the assistance of a Union Representative during any meeting with the Employer.

#### 14.08 Crossing of Legal Picket Lines During Strike

Failure to cross a picket line by a member of this Union shall not be grounds for disciplinary action.

14.09 The Employer is required to go through all steps of the disciplinary process unless performance or conduct may be such that it warrants the bypass of one or more of the steps outlined above, at the Employer's discretion. These include but are not limited to:

- (a) Theft;
- (b) Falsification of records, including documents related to illness or injury;
- (c) Disclosure of confidential information;
- (d) Using or being under the influence of illegal substances at the workplace that may affect safety and performance;
- (e) Fighting or engaging in any physical, verbal, or psychological abuse in the workplace;
- (f) Dishonesty and/or breach of trust;

- (g) Where an Employee has posted comments on a social media site which amounts to defamation, or disparaging remarks about A Tiny Lab for Early Learning, its Employees, families, or any partner organizations;
- (h) Purposely or recklessly putting A Tiny Lab into circumstances of non-compliance with licensing requirements imposed by the Department of Education and Early Childhood Development.

14.10 Given the strict licensing requirements regarding the supervision and safety of children, Employees repeatedly reporting late for work or repeatedly using a cell phone for reasons other than for work purposes while in direct supervision of children, may be subject to progressive 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 job postings.

### **15.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each Employee's (other than Casual) service commenced. An up-to-date seniority list shall be sent to the Union and posted on all Union and Employee bulletin boards in January of each year. Any disagreement with the seniority list as posted shall be provided to the Employer in writing by the Union within ten (10) working days of the seniority list being posted. Subject to any corrections being made as a result of any disagreement above, the posted seniority list shall be final.

15.03 After completion of the probationary period seniority shall be effective from the most recent date of hiring as a Full Time Employee or Part Time Employee. The Employer shall recognize the previous service of Temporary Employees who are hired as Full Time Employee, or a Part Time Employee provided there has not been a break in their employment or service of more than 2 months and after the completion of their probationary period as a Full Time Employee or Part Time Employee and their seniority shall be effective from their most recent date of hire as a Full Time or Part Time Employee.

15.04 Casual Employees' seniority will be documented by the Employer based on the hours they work. When hired into a permanent position, the days worked will be converted to a hire date and their seniority date will be backdated to include the seniority they accumulated as a Casual Employee. Casual Employees will be

offered work in accordance with their skills, abilities, qualifications, and seniority. The Employer will give the Union a copy of the seniority list when requested but not more than two times a year.

#### 15.05 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 and no longer considered an Employee in the event:

- (a) They are discharged for just cause and are not reinstated, or
- (b) They resign in writing and the Employer acknowledged and accepted their resignation in writing and the Employee does not withdraw the resignation within two (2) working days, or
- (c) They are absent from work in excess of two (2) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible, or
- (d) They fail to return to work within seven (7) calendar days of the return date 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, or
- (e) They are laid off for a period longer than twelve (12) months, or
- (f) They have transferred to a position outside the bargaining unit and have completed ninety (90) working days in the position.

#### 15.06 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 ninety (90) 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.

#### 15.07 Seniority on Unpaid Long-Term Leave

Unpaid long-term leave is defined as any absence from work longer than three (3) months in which the Employee is not paid. An Employee will maintain their accumulated seniority, accumulated vacation leave, and accumulated sick time up to the date of the start of the leave while on unpaid long-term leave but will not continue to accrue these benefits while on unpaid long-term leave. While on Pregnancy and Parental Leave, Employees shall continue to accrue seniority.

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

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

16.01 (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 in the workplace for a minimum of one (1) week so that all members will know about the vacancy or new position.

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

16.02 Such notice shall contain the following information: nature of position, classroom, qualifications, required knowledge, education, skills, abilities, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings will reference A Tiny Lab's Non-Discrimination Policy.

16.03 (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 educational qualifications, skills and ability, and seniority. Where qualifications, skill and abilities between competing Employees is relatively equal, the Employee with the greatest seniority will be selected.

(b) Recognizing that the time frame for filling vacant positions is often subject to factors beyond the Employer's control, the Employer will endeavour to make appointments to positions within the bargaining unit within two (2) weeks of posting and shall endeavour to fill the job within a further two (2) weeks.

16.04 If the successful applicant has moved classrooms or job title, they 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 or does not want to remain in the position, they shall be returned to their former position, wage, or salary rate 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 posted on the Union bulletin boards.

- (b) With the exception of Casual Employees, the Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and termination of employment.
- (c) The Union will be notified of the hiring of any new casual Employee or their termination of employment.

16.06 Recruited Employees

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 may be given the following opportunities if they accept the position:

- (a) allowed to join the benefit plan immediately after receiving the position provided this is permitted by the benefit provider;
- (b) recognition of their previous continuous employment for the purposes of determining vacation entitlement in their first year;

16.07 (a) A permanent Employee(s) may transfer into a term position of one year or longer and not lose their permanent status, rights, or benefits during the length of the term position.

- (b) At the end of the term position the permanent Employee shall be returned to the position they held prior to the term. All others affected will return to their prior position with no loss of benefits or rights.

## **ARTICLE 17 – LAYOFFS AND RECALLS**

### **17.01 Definition of Lay-off**

A lay-off shall be defined as a reduction in the work force.

### **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 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 qualifications.

### **17.04 No New Employees**

No new Employees shall be hired until those on lay-off for a period of up to twelve (12) months have been given an opportunity of recall.

### **17.05 Grievances on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 2 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 days provided such notice is given to the Employer.

#### 17.07 Length of Recall

An Employee will be eligible for recall for twelve (12) months following the date of lay-off.

17.08 In the event of a layoff, the Employee may continue to pay 100% of the premiums for the cost shared benefits for as long as the plan permits. The Employee shall provide post-dated cheques to the Employer for payment of these premiums on a monthly basis.

17.09 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.

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

### **ARTICLE 18 – HOURS OF WORK**

18.01 The normal workday for Full Time Employees shall consist of nine (9) hours per day Monday to Friday between 8:00 a.m. and 5:00 p.m., with an unpaid meal period of not less than one (1) hour.

18.02 The normal work week for Full Time Employees shall consist of forty (40) hours from Monday to Friday.

18.03 At various times throughout the year there may be a slight modification to the start and/or end time of these shifts due to attendance and ratios (holidays, weather related).

18.04 Meals and snacks will be provided to Employees but must be eaten with the children family-style.

18.05 The Employees will be scheduled in accordance with licensing and ratio requirements. In addition to and in consultation with the teachers in each classroom, if funding allows, additional support persons may be assigned.

18.06 Employees working more than four (4) hours may have up to a maximum 15-minute break period in the morning providing that required licensing ratios can be maintained. Recognizing the needs of the work environment, the timing for rest breaks shall be decided by the Director. If there is a shortage of staff on any given day, the Director or Assistant Director may work in classrooms so that breaks can occur. The Employer will endeavour to provide this break, but it may not be

possible due to staffing and required licensing ratios. If staffing and required ratios mandate that the full breaks are not provided, there will be communication regarding this, and comfort breaks will be provided.

- 18.07 There shall be no split shifts except by mutual agreement between the Union and the Employer.
- 18.08 With the exception of Employees working during their lunch hour to participate in any full day trips which Employees will be paid straight time for all time worked, Employees will have their lunch break between 11:45 and 3:00 pm.
- 18.09 Centre-wide parent meetings or open houses may be scheduled from time to time. Attendance by Employees for any meetings held outside of a regular workday are not mandatory. Any Employees attending shall be paid straight time.
- 18.10 Staff meeting – Meetings are held a minimum of twice a year during the regular work week and outside of regular work hours. Employees will be given at least two weeks notice of time and date. Employees will have input as to date and time of these meetings. Attendance is mandatory unless Employees are off on an approved leave (sick, vacation, etc.). Employees will be paid straight time for all time spent in meetings. A meal shall be provided.
- 18.11 Subject to operational requirements, a minimum of 2½ (two and one half) hours of programming time per classroom shall be given to the teachers each week. Programming time includes time when a classroom teacher is not part of ratio. Time may be dispersed over the week.

18.12 Parent/Third Party Meetings

Wherever possible the structure of parent/third party meetings will be such that teaching staff shall meet with participants during regular day care hours if the Employer can arrange coverage through the use of a float teacher or if the Employee has completed their shift. These meetings are separate and apart from the parent meetings referenced in 18.09.

- 18.13 Monthly Team Meetings for permanent classroom teachers will be encouraged and will be held during a lunch period or after work. Support staff will be scheduled to facilitate lunch time meetings when possible. Time in lieu at straight time will be given for all time spent at the meeting to a maximum of 1.5 hours per month or 18 hours per year. Employees may take this time in pay, or it can be banked and given at a mutually agreed time.

## **ARTICLE 19 – OVERTIME**

- 19.01 All authorized work performed in excess of the Employee's normal hours of work Monday to Friday shall be paid at straight time. Employees are not required to work overtime with the exception of when parents are late at end of day pickup time. When parents are late, Employees working additional time will be paid straight time in 30 minutes blocks increments.
- 19.02 Total overtime for Employees covering end of day late pickups, in accordance with 19.01, is calculated at the end of each month and paid out on the following pay cycle.
- 19.03 Time at staff meetings will be paid on the following pay.

## **ARTICLE 20 – HOLIDAYS**

- 20.01 The Employer recognizes the following as paid holidays:

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

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal government and if fully funded by the Department of Education and Early Childhood Development.

- 20.02 Compensation for Holidays Falling on Saturday or Sunday

With the exception of Remembrance Day, 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 preceding Friday or 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 the Employer for such holiday.

- 20.03 Christmas Holiday Period

Full Time and Part Time Employees shall be entitled to leave work with pay on the last working day preceding Christmas day at 1 pm. The Centre will remain closed

until the first working day after January 1. The Employees shall not suffer any loss in pay during the closure.

#### 20.04 Compensation for Holidays

- (a) When an above-mentioned holiday falls on a weekday, a Full Time Employee who is not required to work on the above holidays shall receive pay equal to one day's pay.
- (b) Part Time Employees shall receive holiday pay equal to the average of the hours worked on the last day worked before the holiday and the hours worked on the first day worked after the holiday.

#### 20.05 Observation of Alternate Holidays

Employees who observe different cultural or religious holidays than those listed in 20.01, shall meet with the Director and Union Representative to discuss possible alternatives.

20.06 Term, Casual and Grant Employees will receive holiday pay in accordance with the *Labour Standards Code*.

## **ARTICLE 21 – VACATIONS**

#### 21.01 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:

- (a) For years 0-1 of employment, Employees earn vacation at 4% of gross wages, equivalent to 10 days paid vacation.
- (b) At the beginning of 2<sup>nd</sup> year of employment, vacation is earned at 1 day per month to a maximum of 12 paid vacation days.
- (c) At the beginning of 4<sup>th</sup> year of employment, vacation is earned at 6% of gross wages, equivalent to 15 paid vacation days.
- (d) At the beginning of the 8<sup>th</sup> year of employment, vacation is earned at one (1) additional paid day per year to a maximum of twenty (20) paid vacation days. (8<sup>th</sup> year -16 days, 9<sup>th</sup> year 17 days, etc.)

- 21.02 (a) The vacation leave year will be January 1 - December 31.
- (b) Up to five (5) days of unused vacation may be banked and carried over to the following vacation leave year. Any vacation carried over to the following vacation leave year must be used in that vacation leave year.
- 21.03 Full Time and Part Time Employees earn paid vacation leave from their first day of permanent employment. Paid vacation leave may only be taken after successfully completing the probationary period.
- 21.04 Any additional vacation in accordance with their years of service will be prorated for each Full Time or Part Time Employee on their anniversary date.
- 21.05 Term, Casual and Grant Employees shall be paid out their vacation pay on their regular pay cheque in accordance with the *Labour Standards Code*.
- 21.06 (a) In most situations there shall not be more than one Employee absent due to vacation leave in a classroom on any given day.
- (b) Selection of vacation dates for June, July and August shall be made by April 15<sup>th</sup>. If an Employee does not indicate prior to April 15<sup>th</sup>, selection shall be on a first come first serve basis.
- (c) Vacation requests for blocks of three (3) days or more must be submitted a minimum of two (2) weeks in advance. Vacation requests for less than three (3) days can be asked for with as much notice as possible.
- (d) The Employer shall notify the Employee within three (3) days of the requested vacation other than (b) which they will respond to the request by the 1st of May.

21.07 Approved Leave of Absence During Vacation

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

21.08 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.

### 21.09 Vacation Pay

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

### 21.10 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.

### 21.11 Unbroken Vacation Period

An Employee shall be entitled to receive their vacation in an unbroken period of up to 2 weeks, unless otherwise mutually agreed upon between the Employee and the Employer.

21.12 No Employee shall be required to work during their scheduled vacation period.

## **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 health care provider / counsellor / diagnostic appointment, been exposed to or contracted a contagious disease or virus, quarantine under direction of Public Health or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

22.02 Employees must notify the Director as soon as possible if they are unable to come to work. Employees must notify the Director by way of email or text including which shift (if applicable) they are scheduled to work by 6:30 am to allow for a substitute to be scheduled.

22.03 Employees will receive ten (10) sick days each calendar year. There will be no carryover of unused sick leave to the next calendar year.

22.04 With the permission of the Director, the Employee may be entitled to use accumulated sick leave days to provide for the needs of an immediate member of their family (a child, parent, or spouse) during an illness. After five (5) consecutive

days of sick leave an Employee may be required to produce a certificate from a medical practitioner for the sick member of the family in order to continue to be paid for the days off.

#### 22.05 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 from their sick bank.

#### 22.06 Proof of Illness

An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) consecutive working days, certifying that they were unable to carry out their duties due to illness. If required and where possible, the Employer will request certificate while the Employee is off.

#### 22.07 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.

#### 22.08 Sick Leave Records

Upon request the Employer will notify the Employee in writing of the amount of sick leave remaining in their bank.

22.09 In recognition that new Employees often display initial health problems, i.e., establishing immunities, the Employer will advance up to three (3) days of sick leave to new Full Time and Part Time Employees, during their probation period.

22.10 Any medical practitioner's certificates or health care professional's statements requested by the Employer, will be paid for by the Employer.

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

22.12 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.

- 22.13 The Parties recognize the importance of vaccines in preventing transmission of communicable disease. Full Time and Part Time Employees shall be granted leave with pay to attend appointments to receive vaccinations that are required by Public Health, Department of Education and Early Childhood Development or the Employer to work in a childcare centre.
- 22.14 Subject to the duty to accommodate and the limit of undue hardship, an Employee shall not be terminated as a result of having exhausted their sick leave but put on an extended unpaid sick leave until they are cleared to return to work. Employees who wish to maintain their group insured benefits or pension plan while on unpaid leave, shall provide the Employer with post-dated cheques, or a mutually acceptable alternative, for the first of each month for the amount of the monthly premiums and pension plan contributions required to maintain coverage for the duration of their leave unless otherwise stated in the plan texts. In absences in excess of three (3) months, the Employee will cover 100% of premium cost of group benefits and the employer and employee portion of pension plan contributions unless otherwise stated in plan texts, if they choose to continue to be covered beyond that time and if the plan allows.

## **ARTICLE 23 – LEAVE OF ABSENCE**

### **23.01 Leave of Absence for Union Functions**

Upon the request of the Employee, an Employee elected or appointed to represent the Union at conventions, educational sessions, meetings, Executive or Committee meetings of CUPE, its affiliated or chartered bodies, or any other labour organization with which the Union is affiliated, or to carry out Union duties as per the legislative requirements of the Union shall be allowed leave with pay, benefits, and bonuses, if applicable. Upon their return from said leave (prior to the end of the pay period) the Employee will complete a form provided by the Union specifying to whom the Employer will submit its bill. The Employer will submit its bill to the Union for lost pay, benefits, bonuses, if applicable and the Union will submit payment to the Employer within thirty (30) days of receipt of such a request. Only two (2) Employees at a time shall be absent at Union Functions.

- 23.02 (a) 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.
- (b) An Employee who is elected to public office shall be allowed a leave of absence without pay and without loss of seniority accumulated to the time the leave begins for the duration of their term of office.

- (c) 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 pay and without loss of seniority accumulated to the time the leave begins for a period of up to two (2) years at a time. Such leave shall be renewed each year, on request, during their term of office.

### 23.03 Bereavement Leave:

- (a) Immediate Family Bereavement - If a death in the Employee's immediate family occurs, the Employee shall be granted five (5) working days of compassionate leave without loss of pay or benefits immediately following the death. For the purposes of this article, immediate family includes:
  - (i) spouse, partner, fiancé, parent, guardian, sibling, child (includes pregnancy loss), ward, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, or
  - (ii) step-parents, step-siblings, step-child or foster child who are living at the Employee's home, or
  - (iii) any person who currently resides in the Employee's household.
- (b) General Bereavement - An Employee shall be granted one (1) day of compassionate leave without loss of pay or benefits to attend a funeral for someone other than the immediate family once every calendar year.
- (c) Additional time off, without pay, for travel purposes may be granted upon request of the Employee, if the service is held outside of the Halifax Regional Municipality.
- (d) An Employee may request to have part of the bereavement leave in (a) deferred in the event that burial or interment will take place at a later date.

### 23.04 Pregnancy/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 date as the Employee determines, but not sooner than sixteen (16) weeks preceding the expected date of delivery and 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 and not sooner than one (1) week after the date of delivery.
- (d) Employees are entitled to Pregnancy/Adoption/Parental leave in accordance with the *Labour Standards Code* and any other applicable legislation. Group benefits and Pension Plan contributions will continue while an Employee is on Pregnancy/Adoption/Parental leave provided the Employee pays the Employee portion of the premiums for these benefits in accordance with Article 23.10 and as plan text allows.

23.05 A pregnant Employee who will be on leave as per clause 23.04 will be entitled to a maximum of three (3) days paid special leave for each pregnancy.

23.06 Leave for Disease or Condition Harmful to Pregnancy

- (a) A pregnant Employee or an Employee whose spouse is pregnant shall receive immediate Sick Leave in the event that a known or suspected case of German measles or a 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. The Employee may use any accumulated leave they have during this period of time. Any additional time needed shall be considered an unpaid leave.
- (b) 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, if required by the Employer.

23.07 Pregnancy and Parental and Adoption Leave Deferral

If an Employee is entitled to pregnancy, 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.

23.08 Return to Work

When an Employee reports for work upon the expiration of pregnancy, 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.

### 23.09 Service and Seniority Continuation

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

### 23.10 Group Benefit Plan Continuation

While an Employee is on pregnancy/birth or parental, or adoption leave, Employees who wish to maintain their group insured benefits and pension shall provide the Employer with post-dated cheques, or a mutually acceptable alternative, for the first of each month for the amount of the Employee portion of monthly premiums and pension plan contributions required to maintain coverage for the duration of their leave and/or as per plans text.

### 23.11 Special Leave – Birth

Where an Employee's partner gives birth to a child, the Employee shall be granted special leave without loss of regular pay up to a maximum of two (2) days at or after the birth of their child. This leave may be granted on separate days.

### 23.12 Special Leave - Adopted Child

Special leave with pay up to a maximum of two 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.

### 23.13 Jury and Witness Leave

The Employer shall grant leave of absence without pay but without loss of seniority or benefits to an Employee who serves as a juror or subpoenaed witness in any court. 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.

23.14 An Employee may request a leave of absence without pay for good and sufficient cause for a period of up to twelve (12) months. Such request shall be in writing and may be approved by the Employer subject to operational requirements. If approved, the leave shall be without loss of accumulated seniority up to the date the leave begins.

23.15 Education Leave

- (a) An Employee will be entitled to an educational leave of absence without pay and without loss of seniority accumulated up to the date the leave begins to upgrade their educational studies directly related to their employment.
- (b) During the Educational Leave, Employees shall be eligible to work as a Casual Employee. Employees will be paid their regular rate of pay as a Permanent Employee.
- (c) Employees on Educational Leave may continue to be covered under their Group benefit and pension plans, subject to eligibility requirements of the plans. Employees shall be responsible for both the employer and Employee portion of the premiums and pension plan contributions while on leave unless otherwise stated in the plan texts.
- (d) A Full Time/Part Time Employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

23.16 Emergency Leave Days

Each Employee shall be provided with up to three 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.

23.17 Employees shall be granted extended leaves of absence in accordance with *the Labour Standards Code* and any other applicable legislation including but not limited to the Domestic Abuse Leave and Compassionate Care Leave. Group Benefits and participation in the pension plan will continue during their leave for a period of up to three (3) months. For absences in excess of three (3) months, the Employee will cover 100% of premium cost of group benefits and pension plan contributions if they choose to continue to be covered beyond that time and if the plans text allows.

23.18 Family Leave

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

Reason	Leave of Absence
Marriage of Employee's Child	One working day
Serious fire or flood in Employee's home	One working day
Employee's marriage	One working day

Canadian Citizenship  
Employee's Child's graduation

One working day  
One working day

### 23.19 Time off for Elections

Employees shall be allowed two (2) consecutive hours off with pay before the closing of the polls in any federal, provincial, or municipal election or referendum if the open hours of the polls do not allow for two (2) consecutive hours before or after the Employees shift.

## **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" 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) Employees will receive their pay by direct deposit on the Thursday of the pay week.

(c) The Employer will post a code reference for clarification on Employee's pay stub.

(d) When requested, the Employer shall make available to the Employees in writing their accumulated and taken sick leave, vacation, and time in lieu.

(e) Upon request to the Director, when the Employee knows in advance, they are taking a block of time off, the Employee will be given options to collect their pay. This may include a post-dated cheque if available or arrangement of an e-transfer. The Employer and Employee will work together to find a suitable solution.

24.02 If increases to the provincial minimum wage rate result in a difference between the wage rate under this agreement and minimum wage being less than \$1.25, the wage rate for the Employees who are not on the provincial wage grid will be increased such that their wage is at least \$1.25 more than minimum wage.

### 24.03 Equal Pay for Equal Work

Employees shall receive equal pay for equal work, regardless of gender or gender identity or any other basis of Human Rights.

- 24.04 Employees and/or the Employer must notify the other of their intent to terminate their employment relationship in writing as per labour standards.
- 24.05 If the Employer or a Governmental body closes the Centre, Employees will continue to be paid with no reduction in their regularly scheduled hours for the length of the closure, provided they were scheduled to work during the day(s) of the closure and provided that there is payment of all Department of Education and Early Childhood Development operational funding and parent fees as expected for that day. Any vacation day scheduled will not be deducted from the Employees allotment.

## **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 have fulsome discussions with the Employer with respect to these descriptions.

- 25.02 Existing classifications or positions shall not be eliminated without prior discussion with the Union.
- 25.03 When a new position not covered in Schedule A and not covered under the wage grid from Department of Education and Early Childhood Development is established during the term of the Agreement, the rate of pay shall be subject to negotiation between the Employer and the Union. The Parties will negotiate the wage within 30 days of filling the position. The new rate shall be retroactive to the time the position was first filled by the Employee.

## **ARTICLE 26 – TRAINING**

- 26.01 Both Parties recognize the importance of ensuring that Employees maintain their proper training to ensure they meet all applicable provincial training and educational requirements as well as the Employer providing training on conflict resolution and communication.
- 26.02 Employees shall be required to remain in strict compliance with their obligations under the *Early Learning and Child Care Act*, and its Regulations, and any standards regarding training set forth by the Department of Education and Early Childhood Development. Employees shall be put on an unpaid Leave of Absence

- for up to twelve (12) months if not in compliance until such time as compliance has been met. If an Employee is not in compliance at the end of the twelve (12) months, their employment will be terminated with no recourse to the grievance and arbitration provisions unless there are extenuating circumstances.
- 26.03 All Full Time and Part time Employees with a Provincial ECE classification shall complete the training/professional development as required by the Department of Education and Early Childhood Development to maintain their classification. The Employer shall pay for training up to a maximum of ten (10) hours per year, to a maximum of \$250.00. The time and workshop must be approved.
- 26.04 For additional training / Professional Development opportunities the Employee shall seek preapproval in writing from the Director. Once approval has been granted and 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.
- 26.05 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. The bulletin notice may contain the following information:
- Type of course (subjects material to be covered)
  - Time, duration, location of course
  - Basic minimum qualifications required
- 26.06 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.
- 26.07 Staff who give notice to leave employment will not be eligible for any remaining professional development funds once notice has been issued.
- 26.08 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.
- 26.09 Employees who fail to comply with the *Early Learning and Child Care Act*, and its 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*, and its 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.

- 26.10 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.
- 26.11 Mandatory training required by the Employer for Full Time and Part Time Employees shall be paid for by the Employer and time spent in such training shall be considered work and compensated at straight time rates on an hour for hour basis. Mandatory training in this clause includes but is not limited to First Aid/CPR Recertification and Food Handler's Course.
- 26.12 Month Waiting Period - Newly hired Employees or those returning from a leave of absence (Article 23.14) must have worked six months prior to receiving professional development funding. This waiting period shall not apply to Employees returning from Maternity, Parental or Adoption leave as per Article 23.
- 26.13 During staff meetings, the Employer and Employees will discuss suggestions for Professional Development for all staff such as courses on de-escalation, active listening, communication and dealing with difficult situations. The Employer will host Professional Development opportunities whenever possible.

26.14 Volunteer Day

An Employee may use up to three paid sick days per year to volunteer at any community group or at a community event.

## **ARTICLE 27 – EMPLOYEE BENEFITS**

27.01 Pension

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

27.02 Group Health and Dental

All eligible Employees agree to participate in the Health Association of Nova Scotia (HANS) Group Health and Dental Plan provided by the Employer as plan text allows. The terms and conditions of the plan shall be determined by the plan. The Employer shall pay sixty-five percent (65%), and the Employee shall pay thirty-five percent (35%) of the cost of the premiums. Unless plan text states otherwise, eligible Employees will be enrolled in the HANS Group Health and Dental plan on

the first working day of the month following their hiring. Enrollment in the HANS Group Health and Dental Plans are mandatory for all eligible Employees unless they can prove coverage under an alternate plan.

#### 27.03 Life Insurance

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

#### 27.04 Long Term Disability

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

#### 27.05 Employee Family Assistance Program

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

27.06 All Employees will receive copies of the specific details from the plan carriers when the detailed booklets or links are provided by the carriers. Any changes to any of the Group Insured Benefits or the Pension will be shared with Employees by email as soon as the Employer is aware of any change.

27.07 Group Insured Benefits as stated throughout this agreement include all the benefits as stated in Article 27.02 through 27.05. Pension references are those as stated in Article 27.01.

27.08 During any period of unpaid leave in excess of three (3) months, the Employee who elects to maintain their group insured benefits is responsible to pay both the Employer and Employee portion for their group benefit plans, and pension plan contributions unless otherwise specified in this agreement or as per plan text. Continuation of group insured benefits during the Employee's leave must first be approved by the plan carrier. Employees who wish to maintain their group insured benefits while on unpaid leave, shall provide the Employer with post-dated cheques or a mutually agreed alternative, for the first of each month for the amount of the monthly premiums and pension plan contributions required to maintain coverage for the duration of their leave unless plan text states otherwise. Employees who do not arrange for the payment of premiums while on unpaid leave shall have their group benefits terminated as plan text allows. Once the Employee returns, their coverage will be reinstated without additional medical information, provided such coverage is permitted by the terms of the group insurance policy in effect at the time of return. Otherwise, Employees shall be reinstated as plan text allows.

27.09 The group insured benefits plans and Pension Plan as per 27 will commence as early as plan text allows and provided the Employee meets the eligibility criteria of the plan.

27.10 Any permanent Employee who has child(ren) and would like to enroll them in A Tiny Lab for Early Learning Ltd., has seniority over the waitlist for their requested classroom. It is the responsibility of the Employee to notify their Director they would like their child put on the waitlist. Start date will be based on the next available space if there are no vacancies.

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

Once an Employee has successfully completed the probationary period, the Employer shall pay the full cost associated with any First Aid/CPR courses, Police/Criminal Record and Child Abuse Registry checks or updates requested of its Employee(s). The Employer shall reimburse associated costs incurred during the probationary period after they successfully complete it.

27.12 Employees shall be given notice of any changes to premium costs or benefits of the Plans, within ten (10) working days of the Employer being so notified.

## **ARTICLE 28 – SAFETY AND HEALTH**

28.01 Co-operation on Safety

The Union and the Employer shall co-operate in improving rules and practices which will enhance their occupational environment and provide adequate

protection to Employees engaged in unhealthy or hazardous work to improve both their psychological as well as physiological well being. Parties will be governed by the *Nova Scotia Occupational 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.

28.02 The Employees shall select two Employees to act as health and safety representatives in accordance with the *Occupational Health and Safety Act* and the health and safety representatives shall have all rights provided for under the *Occupational Health and Safety Act* and its Regulations.

#### 28.03 Safety Measures

Employees shall be supplied with all the necessary safety equipment as determined by the Department of Education and Early Childhood Development and/or Public Health. The Employer will consider the recommendations from the Joint Occupational Health and Safety Committee as per the Nova Scotia Occupational Health and Safety Act.

#### 28.04 Investigating of Accidents

The Employer will provide notification of accidents as required under the *Occupational Health and Safety Act* and its Regulations.

#### 28.05 Injury Pay Provisions

An Employee who is injured or who comes down with an illness where exclusion is required in accordance with the "Guidelines for Communicable Disease Prevention and Control in Child Care Centres", as amended from time to time, contracted from the children or other staff 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.

#### 28.06 Transportation of Accident Victims

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

#### 28.07 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.

#### 28.08 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.

28.09 The Employer shall provide all Employees working in any unsanitary or potentially hazardous jobs with all the necessary protective equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense.

28.10 The Employer agrees to follow the requirements of the *Occupational Health and Safety Act* with respect to the right to refuse work.

28.11 The Employer agrees to follow the requirements of the *Occupational Health and Safety Act* regarding inspections and reporting the outcome of inspections.

28.12 The *Occupational Health and Safety Act* and its Regulations and/or public health requirements shall constitute a minimum standard of protection for Employees covered by this agreement and shall be incorporated into this agreement, provided that where a higher standard or increased protection is provided for Employees by this agreement, this agreement shall prevail.

#### 28.13 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, 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 emergencies 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 that the Employer can maintain the required licensing and ratio requirements.

## **ARTICLE 29 – JOB SECURITY**

29.01 In order to provide job security for members of the bargaining unit, the Employer agrees that all work or services performed by Employees in the bargaining unit, or which would be performed by Employees in the bargaining unit, shall not be sub-contracted, transferred, leased, assigned, conveyed or otherwise contracted out, in whole or in part, to any other plant, person, company or non-bargaining unit Employee unless mutually agreed otherwise.

## **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) CUPE remain as the Local representation with new employees becoming CUPE.
- (c) Employees and their positions not be replaced with non-union employees or positions.
- (d) Conditions of employment and wage rates for the new Employer be equal to the best provisions in effect with the merging Employees.

## **ARTICLE 31 – GENERAL CONDITIONS**

### **31.01 Staff Room**

A staff room shall be provided for Employees to have their meals and store and change their clothes.

### **31.02 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.

31.03 On termination of employment for any reason, with the exception of just cause, the Employer shall provide a letter of confirmation of employment including any courses taken on request.

#### 31.04 Communication

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.

#### 31.05 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.

31.06 The Employer shall supply each classroom a monthly budget of \$50.00 to be used for extras in their classroom. Together the staff in each classroom will decide how to spend this budget each month. All purchases require prior approval by the Director.

31.07 Working days for the purposes of this Agreement shall be Monday to Friday exclusive of Holidays.

### **ARTICLE 32 – NO STRIKE OR LOCKOUT**

32.01 During the life of this agreement, there shall be no strikes of any kind, slowdowns, or work stoppages, and neither shall the Employer cause lockouts.

### **ARTICLE 33 – TERM OF AGREEMENT**

33.01 This revised agreement shall be binding and remain in effect from April 1, 2026 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) days prior to March 31, 2028.

33.02 Unless mutually agreed otherwise, the Parties shall meet within thirty (30) days prior to the expiry date to make changes to the Collective Agreement.

33.03 Any changes made by mutual agreement by the Parties at any time during the existence of this agreement shall be in writing and signed by both Parties.

33.04 None of the provisions in this collective agreement are retroactive, with the exception of wages, unless otherwise stated.

**33.05 Retroactive Pay for former Employees**

An Employee who has left 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. Former Employees must make this claim within thirty (30) days of the date of signing of the new Agreement or the date the increase is given whichever is applicable.

**ARTICLE 34 – PRESENT CONDITIONS AND BENEFITS**

**34.01 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, provincial regulation, and federal and provincial funding and provincial operational requirements, unless modified by mutual agreement between the Employer and the Union.

**34.02 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.

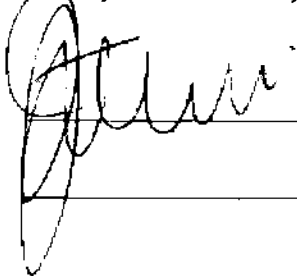
**34.03** All schedules and appendices attached are binding on both Parties and form part of this Collective Agreement.

DATED this 1<sup>st</sup> day of April, 2026 at Halifax, Nova Scotia.

Signed on behalf of:

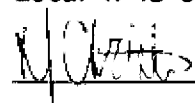
**The Employer:**

A Tiny Lab for Early Learning

  
\_\_\_\_\_

**The Union:**

Canadian Union of Public Employees  
Local 4745-09

  
\_\_\_\_\_

# Schedule "A"

## Wages Signing of the Collective Agreement

### Adjusted ECE Wage Scale (effective 1 April 2024)

Position & Level	Years of Experience				
	<1	1 - 2	2 - 3	3 - 4	4 - 5+
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
<b>Other Positions</b>					
<b>Full -time ECE Entry/Untrained</b>	\$21.50				
<b>Cook</b>	0-2yrs: \$19.60; 2-3yrs: \$22.50 3+yrs: \$25.00				
<b>Casual</b>	\$16.20				

### Adjusted ECE Wage Scale (effective 1 April 2025)

Position & Level	Years of Experience				
	<1	1 - 2	2 - 3	3 - 4	4 - 5+
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
<b>Other Positions</b>					
<b>Full -time ECE Entry/Untrained</b>	\$22.93				
<b>Cook</b>	0-2yrs: \$20.89; 2-3 yrs: \$23.99; 3+yrs: \$26.65				
<b>Casual</b>	\$16.70; Effective October 1, 2025: \$17.50				

### ECE Wage Scale (effective 1 April 2026) (2% increase)

Position & Level	Years of Experience				
	<1	1 - 2	2 - 3	3 - 4	4 - 5+
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
<b>Other Positions</b>					
<b>Full -time ECE Entry/Untrained</b>	\$23.39				
<b>Cook</b>	0-2yrs: \$21.31; 2-3yrs: 24.47 3+yrs: \$27.18				
<b>Casual</b>	\$18.00; Effective October 1, 2026: \$18.25				

**ECE Wage Scale (effective 1 April 2027)  
(2% increase)**

Position & Level	Years of Experience				
	<1	1 - 2	2 - 3	3 - 4	4 5+
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
<b>Other Positions</b>					
<b>Full -time ECE Entry/Untrained</b>	\$23.86				
<b>Cook</b>	0-2 \$ 21.73; 2-3 yrs: \$24.96 3+ \$27.72				
<b>Casual</b>	Nova Scotia Minimum wage plus \$1.25 per hour				

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

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

Any possible improvements to the ECE Provincial Wage Scale as made by the province up to March 31,2028 are deemed to be included in this agreement.

Economic wage increases in the ECE Provincial Wage scale will be given to all unionized staff with the exception of the Casual Employees who will receive \$1.25 over the Provincial Minimum Wage Rate.