

Collective Agreement

BETWEEN

PETER PAN DAYCARE CENTRE

(the "Company")

- and -



UNIFOR, LOCAL 4600

(the "Union")

Effective:

November 1, 2021 to October 31, 2023

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PREAMBLE

The purpose of this Collective Agreement is to foster, encourage and support between the workers and the Management and Board of Peter Pan Day Care, harmonious relationship and settled conditions of employment. The basis of such harmony and satisfaction, recognized by both parties in signing this Agreement, are cooperation and joint discussions on all matters pertaining to working conditions, employment and service; and the promotion of the well-being and job security of all members of the Bargaining Unit.

Both parties to this Agreement also recognize that the principle service of the Peter Pan Day Care is the provisions of the highest quality of care, in accord with economic means available, for the children and the development of their intellectual, physical and emotional capacities.

ARTICLE 1 - RECOGNITION

1.01

The Employer recognizes Unifor as the sole and exclusive Bargaining Agent of all Employees of Peter Pan Day Center, Nova Scotia, save and except the Director, acting Director, casual Employees, trainees and student Employees.

1.02

Management Employees will not regularly perform work that normally falls within the scope of the duties of members of the Bargaining Unit. However, such restrictions shall not apply in the case of emergency, in situations where maintenance of the necessary level of service and program operation or training of Bargaining Unit Employees requires such work, or in situations of less than ninety (90) minutes duration daily, except by mutual agreement.

1.03

Throughout this Agreement, the feminine includes the masculine and the plural includes the singular and vice-versa as the context requires.

1.04

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its Representatives which conflicts with the terms of this Collective Agreement.

1.05

(a) Full-time Employees – is an Employee who is regularly scheduled to work and who normally works the hours of work as prescribed in Article 15.00

- (b) Support Child Care Employee – is an Employee who is scheduled to work in a position dedicated to serving the “additional” needs of children enrolled at our Centre. This Employee shall not be eligible to transfer into short-term leaves at the Centre, however, will be permitted to work at other jobs in the Centre that do not interfere with the scheduled hours of work designated to this position.
- (c) Dietary Employee – is an Employee scheduled to work less than forty (40) hours per week. The Dietary Employee shall perform such duties as prescribed in Article 14.00. Should the Employee be a graduate from an Early Childhood Program, then the Employee will be permitted to work at other jobs in the Centre that do not interfere with the scheduled hours of work designated to this position.
- (d) Term Employee – Is an Employee who is employed for a specific period of time in excess of thirty (30) consecutive days.
- (e) Trainee – is an Employee hired on a government training program with a curriculum, contract and a schedule not to exceed twelve (12) months, and will not cause the lay-off or reduction of hours to any regular Employee.
- (f) Student – is an Employee hired during the school vacation period and who has been in full-time attendance or full-time course load at an educational institute during the previous year and/or will be in full-time attendance during the upcoming year.

1.06

This Agreement is not applicable to temporary or substitute Employees.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01

The Union acknowledges that it is the exclusive function of the Employer to:

- (a) To plan, organize, direct, control and budget current and future operations of the Peter Pan Day Care Centre.
- (b) To maintain order, discipline, effectiveness and efficiency.
- (c) To discharge, classify, transfer, promote, demote, lay-off, recall, suspend and otherwise discipline workers for just cause. These actions are subject to a claim in accordance with the grievance procedure detailed in this Agreement.

2.02

The Employer agrees that in the exercise of its Management rights, it shall, at all times, be bound by the terms and provisions of this Agreement and Management shall act in a fair and reasonable manner.

ARTICLE 3 – NEW CLASSIFICATION

3.01

The Employee classification at Peter Pan Day Care Centre are as follows:

- Early Childhood Educator
- Supported Child Care Educator
- Dietary Employee

This, however, does not restrict Management's rights to organize in a different manner. Incumbents of new non-Management positions created by the Employer shall automatically be included in the Bargaining Unit unless specifically excluded in Article 1.02 or by mutual agreement.

3.02

Where a new job is established or where existing job duties are changed, such that an Employee is incorrectly classified, the appropriate classification and/or wage rate shall be negotiated and the applicable conditions of this Agreement shall apply. If no agreement is reached of the wage rate and/or classification, the matter may be submitted to Arbitration. If a wage increase results, the same shall be retroactive to the date that the job duties were changed or the new job created.

ARTICLE 4 – NO DISCRIMINATION

4.01

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by either of them with respect to any Employees by reason of age, race, creed, color, national origin, political or religious affiliation, sex or sexual orientation.

4.02

The Employer and the Union further agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by either of them by reason of, or arising out of, directly or indirectly, an Employee's lawful activities or lack of activities in regards to Trade Union membership.

ARTICLE 5 – UNION SECURITY

5.01

The Employer agrees that there shall be established a check-off compulsory upon all Employees who come within the Bargaining Unit to which this Agreement applies. The amount deducted shall be established in accordance with the Union's Constitution and By-Laws. The amounts and dates shall be transmitted by the Employer to the Treasurer of Local 4600, not later than the fifteenth (15th) day of the following month for which such deductions were made.

5.02

The Employer agrees to show amounts of Union dues deducted on T-4 slips.

5.03

The Union shall indemnify the Employer and save it harmless from any or all claims, demands, actions or courses of action, which may arise either from deductions of dues as aforesaid or any action taken against an Employee at the request of the Union.

5.04

The Employer agrees to acquaint potential Employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in this Article dealing with the deductions of Union dues.

ARTICLE 6 – UNION REPRESENTATION

6.01

The Union shall notify the Employer, in writing, of the names and areas of jurisdiction of the persons authorized to represent the Union and/or the Employees for the purpose of this Article and shall promptly notify the Employer, in writing, of any changes in these names.

6.02

The National Representative or his/her designate, with the written consent of the worker and adequate prior notice to the Employer shall be permitted to review such worker's personnel file in order to facilitate the investigation of a grievance.

6.03

It is agreed that there shall be a bulletin board readily available to the Union for the purpose of posting of notices or other items of interest to the members of the Union. Posted Union notices shall be signed by a Union official.

6.04

The duly authorized Representative of the Union shall have access to the property of the Peter Pan Day Care, during normal hours of work and when a member of Management is present on the premises, for the purpose of investigating any matter arising out of this Agreement or to determine compliance with the terms of this Agreement.

ARTICLE 7 – LEAVE OF ABSENCE FOR UNION BUSINESS

7.01

The Employer will grant leave with pay to Employees participating as a party, witness or a Representative of the Union in respect to:

- a) any proceeding involving the Union and the Employer before the Nova Scotia Labour Relations Board.

7.02

An Employee, who is elected to a full-time position with the Union, shall be entitled to leave of absence without pay for the period during which she is elected to hold office, will be replaced by a seasonal Employee and she shall be entitled to return to her former position.

ARTICLE 8 – NO STRIKES OR LOCKOUT

8.01

During the term of this Agreement, the Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts.

8.02

The failure or the refusal of an Employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this Contract and the Employer shall not discharge, discipline or otherwise discriminate against any such Employee. This is not applicable to the Peter Pan Day Care Centre site – this clause is in the event an Employee of Peter Pan Day Care Centre encountered a picket line at another Employer’s premises.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01

For the purpose of this Agreement, a grievance is defined as any difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

9.02

The Union may elect or otherwise select one (1) Steward to investigate disputes and present grievances as provided for in this Article. The Union recognizes that the Steward is employed on a full-time basis by the Employer and that she will not leave her work during regular working hours except with the prior permission of the Employer. Under normal circumstances, providing the matter does not require immediate attention, the Steward is expected to have any meeting with Management or to investigate grievances after regular working hours, unless such meeting can be done without disruption of care to the children at no additional expense to the Employer.

9.03

An Employee, who believes she has a complaint or a difference, shall first discuss the complaint or difference with the Executive Director or her designated Representative within five (5) working days of first becoming aware of the complaint or differences. The Employee may be accompanied by her Steward if she so desires.

9.04

If any complaint or difference is not satisfactorily settled by the Executive Director within two

(2) working days of the discussion, it may be processing within an additional ten (10) working days in the following manner.

9.05

Stage One

The Employee may file a grievance, in writing, with the Executive Director. The written grievance, signed by the Employee, shall state the nature of the grievance and the redress sought. The Executive Director shall give her decision, in writing, within five (5) working days of the submission of the grievance.

9.06

Stage Two

If the Employee is dissatisfied with the decision of the Executive Director, the written grievance, signed by the Employee, shall be presented to the Personnel Committee or its designated representative by the grievor within ten (10) working days of the receipt of the Executive Director's reply in the first stage of the grievance procedure.

9.07

- a) Within ten (10) working days of the receipt of the grievance, the Personnel Committee shall answer the grievance in writing.
- b) The Union will appoint and Management will recognize and grievances. The Committee is to include the Unit Chairperson, Shop Steward and up to two (2) members of the Local Grievance Committee. Members of this Committee, with any changes therein, shall be known to Management, as well, responsible for handling complaints and grievances. The Grievance Committee shall not lose any wages while involved in the processing of grievances that are held during work hours.

9.08

Stage Three

- a) If the decision is not satisfactory to the Employee or the Union, then it may be referred to a single Arbitrator to render a decision and settle the grievance.
- b) The parties shall agree to a single Arbitrator to hear the grievance. If there is no agreement on the Arbitrator, then the Minister of Labour shall be requested to appoint one.

9.09

Where a dispute involving a question of general application occurs or where a group of workers or the Union has a grievance, it shall be submitted at Stage One of the grievance procedure. Such grievances shall be submitted within five (5) full working days of the incident, which gave rise to the grievance.

9.10

Should either the Union or the Employer wish to refer a matter to Arbitration, a registered

letter, outlining intentions, shall be sent to the other party within twenty (20) full working days or receipt of the last written deposition.

9.11

Time limits referred to in the Grievance procedure and Arbitration procedure may only be extended by mutual agreement in writing.

9.12

In this Article, "working days" includes all days exclusive of Saturday, Sunday and designated holidays.

9.13

The Employees, at his option, may be accompanied and represented by a Union Representative at all stages of the grievance procedure.

9.14

The Arbitrator shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

9.15

All agreements reached under the grievance procedure between the Representatives of Peter Pan Day Care Centre and the Representative of the Union shall be final and binding upon the Employer, the Union and the Employees.

ARTICLE 10 – PROBATIONARY EMPLOYEE

10.01

A newly hired Employee shall be on probation for a period of three (3) months from the date of hiring. After completion of the probationary period, seniority shall be effective from the original date of employment.

ARTICLE 11 - SENIORITY

11.01

Seniority shall be on a classification bases and shall mean the length of unbroken service from the original date of hire. Maternity leave, extended sick leave, approval leave of absence shall not constitute "broken" service.

11.02

Employees who regularly work less than forty (40) hours per week shall accumulate seniority in accordance with the number of hours worked, prorated in proportion to a forty (40) hour week. Newly hired Employees shall be paid twenty-five cents (\$0.25) less per hour for their probationary period of three (3) months. After completion of the probationary period, the regular rate of their classification shall be paid. No Employee shall be paid less than the minimum wage of Nova Scotia.

11.03

The continuous length of service of Employees, within a classification, shall be the determining factor in layoffs and recalls from layoffs, provided the Employees with the greatest seniority has the present qualifications to perform the work required. Probationary Employees will be laid off first and will be the last to be recalled from lay-offs.

11.04

Employees permanently appointed to Management positions shall retain their accrued seniority for a period not to exceed three (3) months from the date of appointment. Following the expiry of the preceding limited, the Employee's name shall be considered deleted from the seniority list.

11.05

Seniority shall be lost if an Employee:

- a) is discharged and not reinstated through the Grievance or Arbitration procedure;
- b) quits;
- c) fails to return to work for more than five (5) working days following the expiry of any period of leave of absence granted by the Employer; unless such an extended leave of absence is agreed to in writing; or
- d) is laid off for more than two (2) years.

11.06

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

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01

- a) When a known vacancy occurs or a new position is created within the Bargaining Unit, the Employer shall post a notice of such vacancy.
- b) When a minimum of three (3) weeks notice is given (including the posting period), the position will be filled immediately.

12.02

Such notice shall contain the following information:

- i. Nature of the position;
- ii. qualifications needed;
- iii. education requirements; and
- iv. salary rate.

12.03

Applicants from within the Bargaining Unit shall be given first preference for the position prior to advertising the position outside the Bargaining Unit. Where it is determined, there are not qualified or suitable applicants from within the Bargaining Unit, in the judgement of the Employer, the Employer may then consider applicants from persons outside the Bargaining Unit. The Employer will then advertise and fill the vacancy in as prompt a manner as possible.

ARTICLE 13 – LAYOFFS & RECALLS

13.01

Layoff shall mean the discontinuation or reduction of hours of a position(s) due to lack of work or reduction or discontinuation of a service or services.

13.02

The Employer agrees that Employees shall be laid off in the reverse order of their seniority, always provided that the remaining jobs shall continue to be filled with qualified Employees in accordance with the Day Care Act. The Employees shall be recalled to work in order of their seniority.

13.03

The Employer will give the Employee(s) affected and the Union notice of layoff in writing as follows, or notice of layoffs as provided in the Nova Scotia Labour Act, whichever is greater:

- a) Two (2) weeks' notice.

ARTICLE 14 – JOB DESCRIPTION

14.01

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the Bargaining Agent.

ARTICLE 15 – WAGES AND CONDITIONS OF WORK

15.01

Pay date shall be every second (2nd) Thursday. In the event of a holiday falling on a pay date (Thursday), cheques shall be issued on the preceding work day. A record of deductions will accompany each pay cheque.

15.02

The schedule of wages as set forth in Appendix "A" hereto annexed shall form part of this Agreement.

15.03

Hours of Work

The normal hours of work shall be eight (8) hours per day. All hours worked in excess of forty (40) hours per week shall be paid at the appropriate overtime rate.

If an Employee misses a regular scheduled shift due to an unauthorized absence, she will be required to work forty (40) hours before overtime is paid.

15.04

There will be one (1) forty-five (45) minute paid lunch break every full working day. Employees will be entitled to two (2) ten (10) minute break periods. One (1) in each half of their shift.

15.05

Inclement Weather

In the event that staff are unable to be present, they will take the day as either an unpaid and authorized day off, or as a paid day of personal leave. Decisions to close for severe weather, will be made by the Employer and will be announced as early as possible on the radio and through telephone calls to Employees and Employees will be paid their shift. In the absence of notification, Employees shall assume that the Centre is open and be paid their full shift if they show up.

15.06

Employees shall be granted time, in lieu of pay, for attendance at monthly staff meetings and quarterly parent meetings. The need of the Employer to continuity of staff, and quality of service to children, shall influence the scheduling of such leave. Such time earned within a calendar year must be used by the end of February of the following year. In any case, no request for leave shall be unduly refused.

ARTICLE 16 - OVERTIME

16.01

All time worked before or after the regular working day, excluding monthly staff meetings and provincially required parent meetings, shall be considered overtime, if it exceeds forty (40) hours per week.

16.02

Authorized overtime work shall be paid at the rate of time and one half (1½).

16.03

Overtime work shall be on a voluntary basis.

16.04

When an Employee is required to work three (3) hours or more beyond her regular eight (8) hour shift, she will be paid supper money equivalent to one (1) hour of her regular straight time hourly rate of supplied with a meal.

16.05

An Employee required to work on Sunday or any of the named holidays shall be paid a rate of double time (2X) her normal rate of pay.

16.06

Employees are entitled to receive holiday pay if they are in the employ of the Employer for at least thirty (30) days. Entitlement to holiday pay shall only occur if the Employee has worked her normally scheduled hours the day preceding and the day following the statutory holiday. Failure to attend work on either of those days, without reasons acceptable to the Employer, shall result in the loss of the holiday pay.

ARTICLE 17 – HOLIDAYS AND HOLIDAY PAY

17.01

The employer recognizes the following as paid holidays:

New Year’s Day	Canada Day	Thanksgiving Day
Heritage Day	Civic Holiday	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	National Truth &	Boxing Day
Victoria Day	Reconciliation Day	

And any day proclaimed by the Provincial or Federal Government as a statutory holiday shall be deemed to be a holiday.

17.02

If any of the above-mentioned holiday fall on a Saturday or Sunday, the day proclaimed by the Government authorities shall be treated as the holiday for the purpose of this Agreement.

17.03

If one of the above holidays occurs on an Employee’s vacation, she shall be granted another day off as mutually agreed or receive an additional day’s pay at the Employee’s option.

17.04

Payment for paid holidays will be made at an Employee’s basic pay, except if an Employee has been working in a higher paid position than her regular position in which case she shall receive the higher rate.

17.05

Employees are entitled to receive holiday pay if they are in the employ of the Employer for at least thirty (30) days. Entitlement to holiday pay shall only occur if the Employee has worked her normally scheduled hours the day preceding and the day following the statutory holiday. Failure to attend work on either of those day, without reasons acceptable to the Employer, shall result in the loss of holiday pay.

ARTICLE 18 – VACATION AND VACATION PAY

18.01

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

One (1) to five (5) years:	Two (2) weeks
Six (6) to ten (10) years:	Three (3) weeks
Eleven (11) to fifteen (15) years:	Four (4) weeks

Employees with more than fifteen (15) years of employment will be granted an additional point five (.5) day for each year of employment over fifteen (15) years to a maximum of five (5) days.

Starting April 1, 2015, full-time Employees must work at least 1920 hours of the previous year to receive the full paid vacation entitlement. Those full-time Employees who work less than 1920 hours will have their paid entitlements pro-rated.

18.02

Up to March 31st of the leave year, if there are any conflicting requests for vacation time, seniority shall prevail.

18.03

Annual vacation leave pay may be taken up to March 31st of the following year.

18.04

Combined vacation and unpaid leaves of absence shall be taken on no more than three (3) separate occasions, in one (1) year, except as approved by the Employer.

18.05

Maximum length of combined leaves taken consecutively shall be five (5) weeks, except as approved by the Employer.

18.06

Requests for vacation or paid leave (lieu time) days during Christmas, New Years' Eve and March Break will be granted **from a master schedule for the full vacation year**, by seniority, to ensure all Employees receive the opportunity to make such request. In the event that an Employee refuses, her name automatically goes o the bottom the list. In any case, leave will only be granted if operational needs permit and no request will be unreasonably withheld.

18.07

There shall be no more than two (2) staff on vacation at the same time.

18.08

The Employer agrees to pay out any unused vacation not used by Employee by April 1st of

each year up to a maximum of two (2) days. This request will be submitted, in writing, to the office by March 1st of every year.

ARTICLE 19 – BEREAVEMENT LEAVE & OTHER LEAVES

19.01

For the purpose of this clause, immediate family is defined as:

Father, mother, brother, sister, spouse, common-law-spous, same sex spouse, children of the Employee (biological child, step-child, adopted child & foster child) and grandchildren.

- a) Where a member of her immediate family dies, an Employee shall be entitled to a maximum of five (5) working days paid leave following the date of the death. One (1) paid day of this leave may be deferred to be used within a six (6) month period, for a delayed memorial service.
- b) In addition, if the death involved a father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparents, sister-in-law, brother-in-law and relatives permanently residing in the Employee's household or with whom the Employee resides, the Employee shall be entitled to two (2) days leave with pay and in addition, the Employee may be granted one (1) day without pay consecutively. One (1) paid day of this leave may be deferred to be used within a six (6) month period, for a delayed memorial service.

19.02

- a) At the request of the Union, subject to operational requirements, the Employer shall grant an Employee that is either elected or appointed by the Union, time off to attend Union business or other educational courses sponsored by the Union. This is providing no more than (1) Union member goes at any time. The Employer agrees to continue the Employee's salary and benefits during such leave and the Union will reimburse the Employer the cost of such salary and benefits. This time shall not take precedence over vacation time choice by another unit staff member. Such time off will not unreasonably be denied.
- b) Paid Education Leave (PEL) – The Employer agrees to pay into a special fund, fifty dollars (\$50.00) each year in February for the purpose of providing Paid Education Leave. Said Paid Education Leave will be for the purpose of upgrading the Employee's skills in all aspects of Trade Union functions. Such monies will be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the Company to the address:

Unifor
Paid Education Leave
115 Gordon Baker Road
Toronto, ON M2H 0A8

The Employer further agrees that members of the Bargaining Unit selected by the Union to attend such function, will be granted leave without pay for twenty (20) days class time,

plus travel time where necessary. Said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. An Employee on said leave will continue to accrue seniority and benefits during such leave.

19.03

- a) Extended Education Leave - Extended Educational Leave without pay may be granted by the Employer for periods up to one (1) year. To be eligible for Extended Educational Leave, an Employee must have at least one (1) year full-time service with the Employer. An Employee interested in Extended Educational Leave shall make application, in writing, to the Employer at least three (3) months prior to the date of leave requested.
- b) Professional Development Day –
1. Each Employee shall be entitled to one (1) Professional Development Day, with pay, per year. Should the time fall outside the regular work week, the Employee will be required to take time off, with pay, during the regular work week and not be paid in addition to their regular earnings. This leave shall be used for the purpose of attending a professional conference, in-service or workshop relevant to their duties at Peter Pan Day Care Centre. Time off will be approved on a request basis and will be granted if operational needs permit and not request will be unreasonably withheld.

This will include time for attending a First Aid course and CPR and can be used as a paid Professional Day.

2. Professional Development Days, outside of paid time, shall be on a volunteer basis. Employees may, however, complete a conference/on-service evaluation for their permanent records and evidence in these voluntary activities may be used in performance evaluations. The Employer considers off work time professional development a precondition of professional growth and although it does not demand such activities, does regard them as very important.

19.04

Leave of Absence for Pregnancy & Birth

A female Employee shall no later than the fifth (5th) month of her pregnancy forward to the Executive Director a written request for a leave of absence.

Upon request or notice being given, the Employer shall grant the Employee, at any time from a day eleven (11) weeks before the specified date of delivery, to the day or actual delivery a leave of absence:

- a) of seventeen (17) consecutive weeks;
- b) to a date six (6) weeks after the date of actual delivery;
- c) for any short period; or
- d) the additional parental leave will also be available at the Employee's request.
- e) Effective November 1, 2000, any amendments by the Provincial Government will supersede the above duration.

19.05

The Centre shall cost share in extended Health/Life Insurance premiums during the Pregnancy Leave. The Employee may pay her portion of the premium through the office according to the provisions of the Plan. 1

19.06

Adoption Leave

The Employer shall, upon request of an Employee and upon receipt of certificate of proposed adoption from the Administrator of Family and Child Welfare, grant the Employee a Special Leave with pay of up to five (5) days, upon the adoption of a child of under school age. The Employer shall further grant such Employee a leave without pay of up to a maximum of seventeen (17) weeks, upon request, upon such adoption.

ARTICLE 20 – SICK LEAVE

20.01

- a) An Employee shall earn Sick Leave credits at the rate of 1.5 days per month for each month for which the Employee receives pay, to the maximum of eighteen (18) days per year, cumulative to a maximum of **eight (8)** days to be used during the next year. An Employee shall be permitted to carry forward **eight (8)** unused sick days from the previous year. For greater clarification, in the event an Employee carries over **eight (8)** sick days from the previous year, shall not be entitled to more than **twenty-six (26)** sick days for that year. At no time shall any Employee be entitled to more than **twenty-six (26)** sick days in any year, including unused sick days carried over from the previous year. **These accumulated sick days can also be used as “Family Days”, up to a maximum of seven (7) days.**
- b) Information on sick days (accumulation and entitlement) will be supplied by Management upon request.
- c) Employees can use up to **seven (7) days** of their earned Sick Leave as “Family Days”.

20.02

Management may request a sick slip in the event an Employee is off sick for than four (4) consecutive days.

20.03

Unpaid Personal Leave – In emergency situations, at the discretion of the Employer, an Employee may take up to twelve (12) unpaid days of leave per year, upon exhaustion of paid Personal Leave.

20.04

Unpaid Extended Leave – Staff may request extended leaves of absence of two (2) weeks or more, upon exhaustion of accumulated leave time by notifying the Executive Director or her designate at least two (2) weeks in advance of the starting date of the requested leave and the decision of the Employer shall be final. The need of the Employer for continuity of

staff and quality of service to children may preclude the granting of such leave.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01

The Employer agrees to continue the present Health and Group Life Plan at a fifty/fifty (50/50) cost sharing basis.

21.02

The Employer agrees to cover the cost of the First Aid Course and Employees agree to attend.

21.03

The Employer agrees to supply, without cost to the Employee, two (2) smocks per year to all child care workers as needed. The Employees agree to keep such smocks in a clean and tidy condition.

21.04

Employees will be permitted three (3) hours planning time, on a four (4) week rotation basis, where required. It allows them to complete plans for daily activities. The Union will be notified in advance of any changes to planning or prep time.

21.05

The Employer has set up an RRSP Pension Plan for Employees and the Employer will make a contribution of a flat fee of **twenty-eight cents (\$0.28)** per hour **upon ratification**. Employees can make an equal contribution if desired through payroll deduction (in reference to RRSP contribution). Employees would only have one opportunity to opt in.

ARTICLE 22 – HEALTH & SAFETY COMMITTEE

22.01

- a) It is the responsibility of the Employer to provide a safe and healthful working environment for all its Employees and it is incumbent upon each such Employee of the Employer to ensure that such an environment is maintained at all times. The Employer shall cause the Employees to select at least one (1) Health & Safety Representative from among the Employees at the workplace. The name of the Representative shall be noted on the Day Care Centre's Health & Safety Policy that is posted in the staff room. The Employer agrees to meet three (3) times per year.
- b) Employee/Employer Relations Committee – The Union and the Employer agree to meet at least three (3) times per year to discuss any and all outstanding issues. At such meetings, there shall be two (2) Representatives from the Employer and two (2) from the Union.

ARTICLE 23 – PERSONNEL FILE

23.01

A personnel file shall be kept for each Employee in a locked file cabinet in the office. The file shall contain at least a current job description. Upon reasonable notice, in writing, to the Executive Director, an Employee and/or her authorized Representative shall be able to inspect the contents of the file and add, if she wishes any comment. The file shall be available only for use in making hiring decisions, promotions decisions, the removal of probationary status, and in disciplinary proceedings. No documents contained therein shall be released physically or orally for any other reason without the Employee's written consent.

23.02

Any final evaluation resulting in a warning shall be removed from the Employee's personnel file in twelve (12) months should subsequent evaluations show satisfactory job performance.

ARTICLE 24 – COMPASSIONATE CARE LEAVE

24.01

- a) An Employee is entitled to Family Medical Leave in accordance with the provisions of the Employee Standards Act.
- b) An Employee who is on Compassionate Care Leave shall continue to accumulate seniority and service and the Company will continue to pay its share of the Employees benefits, excluding RRSP contributions.
- c) Subject to any changes in an Employee's status, which would have occurred had he or her not been on Compassionate Care Leave, the Employee shall be reinstated to her former position.

ARTICLE 25 – DOMESTIC VIOLENCE LEAVE & DISCIPLINE PROTECTION

25.01

The Company agrees to recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (ie. doctor, lawyer, counsellor, shelter worker) and if work performance can be linked to the abusive or violent situation, the Employer will take this into account in any disciplinary action.

Absences which are not covered by sick leave or disability insurance will be granted an absence with permission without pay.

ARTICLE 26 - DURATION

26.01

This Agreement shall be in full force and become effective **November 1, 2021** until **October 31, 2023**, a period of **two (2)** years and from year to year thereafter unless either party gives notice, in writing, to the other their intention to open negotiations not more than ninety (90) days and not less than sixty (60) days prior to the date of the expiration

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, **2022**.

FOR:

FOR:

PETER PAN DAY CARE CENTRE

UNIFOR LOCAL 4600

APPENDIX “A”

The Parties acknowledge that effective July 4, 2022, the Department of Education and Early Childhood Development has implemented a wage scale for the classifications of Early Childhood Educator (ECE) Level 1, ECE Level 2, ECE Level 3, and (insert any other applicable classification for the bargaining unit e.g. Asst Dir Level 1, Inclusion Coordinator) and will have no effect on any other classifications within the bargaining unit.

Province of Nova Scotia					
Early Childhood Educator (ECE) Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 yrs+ (Maximum)
Level 1	\$19.10	\$19.67	\$20.26	\$20.87	\$21.49
Level 2 / School Age Approval	\$20.81	\$21.44	\$22.08	\$22.74	\$23.43
Level 3	\$21.67	\$22.32	\$22.99	\$23.68	\$24.39

Province of Nova Scotia					
Assistant Director/Inclusion Coordinator Wage Scale					
NS Classification*	Step 1 <1 year (Minimum)	Step 2 1-2 years	Step 3 2-3 years	Step 4 3-4 years	Step 5 4-5 yrs+ (Maximum)
Level 1	\$21.01	\$21.64	\$22.29	\$22.96	\$23.64
Level 2 / School Age Approval	\$22.90	\$23.58	\$24.29	\$25.02	\$25.77
Level 3	\$23.84	\$24.55	\$25.29	\$26.05	\$26.83
Rates of pay are 10% higher than the corresponding ECE wage scale to recognize the additional responsibilities and role they perform in the centre					

	Nov. 1/21	April 1/22	Oct. 1/22	April 1/23	Oct. 1/23
Dietary Employees:	\$12.95 plus .05 cents	\$13.35 plus .05 cents	\$13.60 plus .05 cents	\$14.30 plus .05 cents	\$14.65 plus .05 cents

The Union is aware of the recent agreement with the Federal Government and Nova Scotia Government in regards to a nationally funded Child Care Program. The Union wishes to have ongoing conversations with the Employer in regards to this Program as it develops in its entirety including wage adjustments, additional funding or any other impact on job description and operations.

In addition:

- **A one hundred dollars (\$100.00) gift certificate of the Employee's choice will be paid out upon ratification.**
- **A seventy-five dollars (\$75.00) gift certificate of the Employee's choice will be paid upon the expiration of the Contract. SG/pycope343**

2021/2022 Negotiations
SG/pycope343