

COLLECTIVE AGREEMENT

between

TOWN DAY CARE CENTRE
(hereinafter referred to as the "EMPLOYER")

and

UNIFOR
AND ITS LOCAL 4600 – UNIT 03
(hereinafter referred to as the "UNION")

Duration: January 1st, 2014 – December 31st, 2015

INDEX	PAGE
Preamble	2
Article 1 – Recognition	2
Article 2 – Management Rights	4
Article 3 – New Classifications	5
Article 4 – Transfer or Operations	5
Article 5 – No Discrimination	5
Article 6 – Union Security	6
Article 7 – Union Representation	6
Article 8 – Leave of Absence for Union Business	7
Article 9 – No Strikes or Lockouts	7
Article 10 – Grievance Procedure	8
Article 11 – Probationary Period	10
Article 12 - Seniority	10
Article 13 – Promotions & Staff Changes	11
Article 14 – Temporary Assignments	13
Article 15 – Layoffs & Recall	13
Article 16 – Job Descriptions	14
Article 17 – Wages & Conditions of Work	14
Article 18 - Overtime	16
Article 19 – Holidays & Holiday Pay	17
Article 20 – Vacation and Vacation Pay	18
Article 21 – Bereavement Leave – Other Leaves	19
Article 22 – Personal Leave & Sick Leave	21
Article 23 – Health Benefit Plan	22
Article 24 – Health & Safety Committee	23
Article 25 – Financial Assistance for Educational Programs	23
Article 26 – Evaluation Procedure	24
Article 27 – Pension Plan	25
Article 28 – Protection Covering	25
Article 29 - Staffroom	26
Article 30 - Duration	26
Article 31 - Ratification	26
Article 32 – Wages & Benefits Package	26
Article 33 - Miscellaneous	26
Signing Page	28
Letter of Understanding (The Child Care Workers Professional Code of Ethics)	29
Appendix “A” - Wage Scale	32
Letter of Understanding	33

PREAMBLE

The purpose of this Collective Agreement is to foster, encourage and support between the workers and the management and board of the Town Day Care Centre, harmonious relationships 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 Town Day Care Centre is the provision 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 the Union as the sole and exclusive Collective Bargaining Agent for all employees of Town Day Care Centre in Glace Bay, Nova Scotia, save and except the administrative staff, Executive Director, substitute, trainee and student employees of the employer, subject to a "Letter of Understanding" appended to this Collective Agreement (Appendix "A").
- 1.02 Definitions:
- a.) The term "Administrative Staff" when used in this Agreement, shall include the Office Manager, as well as any other administrative staff the employer may hire.
 - b.) The term "Executive Director" when used in this Agreement, refers to the Chief Executive Officer of the Town Day Care Centre.
 - c.) The term "Temporary Employee" when used in this Agreement, shall mean an employee who is designated for a specific length of time, not to exceed twelve (12) months, and who is hired to replace a member of the Bargaining Unit or any other work not deemed to be permanent and the temporary employee will be a member of the Bargaining Unit for the duration of the temporary assignment

- d.)
 - i. The term "Substitute" when used in this Agreement, shall mean an employee who is employed on an "on call" basis for such purpose as to relieve regular employees, who are absent from work. The employer agrees to give first consideration to the "substitute" employee with the longest employment relationship and qualifications for job openings prior to going outside the Day Care.
 - ii "Casual Employees" shall mean employees hired to fill non-Bargaining Unit positions that arise because of a non-recurring need. (eg. orientation of severely handicapped children to new unit.) Such position, when possible, will be filled by students or trainees.
 - e.) The term "Trainee Employee" when used in this Agreement, shall mean an employee who is employed in a training program with a curriculum, contract and schedule not to exceed twelve (12) months. The trainee employee will not be used to fill in for or replace Bargaining Unit employees.
 - f.) The term "Student Employee" when used in this Agreement, shall mean an employee who is employed during the school vacation period and who has been in full-time attendance at a school during the previous year and/or will be in full-time attendance during the upcoming year. Students will not be used to replace Bargaining Unit employees; particularly during vacation periods.
- 1.03 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.
- 1.04 Throughout this Agreement, the feminine includes the masculine and the plural includes the singular and vice-versa as the context requires.
- 1.05 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.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The union acknowledges that it is the exclusive function of the employer to:
- a.) maintain order, discipline and efficiency;
 - b.) hire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline employees for just cause provided that a claim for discriminatory classification, promotion, demotion, or transfer or claim that an employee has been unjustly discharged and disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;
 - c.) generally to manage and operate the daycare centre in all respects in accordance with its obligations without restricting the generality of the foregoing, the right to plan, direct and control the work of employees to set and change work schedules provided, however, that in the event the employer anticipates a change in work schedules will be a long-term arrangement, it will seek input from any employees effected, through contact with the union executive; to determine the kind and locations of material and equipment to be used; to allocate the work and number of employees required from time to time, including the use of temporary, casual, student, and trainee employees; to perform work in emergency situations and for time periods under ninety (90) minutes, normally done by Bargaining Unit members; and
 - d.) expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; determine the assignment of work, the size and composition of the workforce; make or change rules, policies and practices not in conflict with the provisions of this Agreement; and generally manage all other matters concerning the employer's operation of the Centre not specifically dealt with elsewhere in the Agreement.
- 2.02 The employer agrees that in the exercise of its management rights, as aforesaid, it shall at all times be bound by the terms and provisions of this Agreement and that it will not exercise its rights in an unfair or discriminatory manner.
- 2.03 The "Code of Ethics", appended to this Collective Agreement as a Letter of Understanding (Appendix "A"), shall govern work performance and employer expectations in work performed by child care staff.

ARTICLE 3 - NEW CLASSIFICATIONS

- 3.01 Incumbents of new positions created by the employer, following the date of signing this Agreement, shall automatically be included in the Bargaining Unit.
- 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 - TRANSFER OR OPERATIONS

- 4.01 The provisions of this Agreement shall be binding upon any successor or merged Centre or Centres or any successor in the control of the Centre as per regulations of the Societies Act.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The employer and the union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by either of them with respect to any employees by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or sexual orientation. The Code of Conduct shall be posted in the workplace within six (6) months after signing the Contract.
- 5.02 The employer and the union further agree that there shall be no discrimination, interference, restriction or coercion exercised or practised 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 6 - UNION SECURITY

- 6.01 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 deducted, together with a record of names, amounts and dates, shall be transmitted by the employer to the Treasurer of the local union, not later than the fifteenth (15th) day of the following month for which such deductions were made.
- 6.02 The employer agrees to show amounts of union dues deducted on T-4 slips.
- 6.03 The union shall indemnify the employer and save it harmless from any or all claims, demands, actions or causes 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.
- 6.04 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 deduction of union dues.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 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.
- 7.02 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.
- 7.03 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.
- 7.04 The duly authorized representative of the union shall have access to the property of the Town Day Care Centre, 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.

7.05 Employee/Employer Relations Committee

Both parties agree to establish an Employee/Employer Relations Committee consisting of two (2) union representatives and two (2) management representatives, with the capacity of either party to bring in an additional resource person from the union or the employer. The Chairperson at the first meeting shall be named by the employer and thereafter shall alternate between a member of the Committee selected by the union and a member selected by the employer. The Chairperson shall appoint a secretary who shall keep the minutes of the meeting. The Committee will provide a forum for on-going communication and the joint consideration of various concerns which arise in the day to day activities of the Centre. All such meetings will be held during working hours, if at all possible, and will be held at least six (6) times per year or more if deemed necessary. These meetings will alternate on a monthly basis with the Occupational Health and Safety Committee meetings.

ARTICLE 8 - LEAVE OF ABSENCE FOR UNION BUSINESS

- 8.01 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.
- 8.02 An employee, who is selected to a full-time position with the union, shall be entitled to leave of absence without pay for the period during which he/she is elected to hold office, will be replaced by a temporary employee and he/she shall be entitled to return to his/her former position or its equivalent.
- 8.03 The employer agrees to "Pay Continuance" for union members, who are off work on union business. The employee will fill out a pay continuance form and the employer will remit such claim to the Union/Treasurer for reimbursement.

ARTICLE 9 - NO STRIKES OR LOCKOUT

- 9.01 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.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 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.
- 10.02 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.
- 10.03 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) full working days of first becoming aware of the complaint or differences. The employee may be accompanied by her Steward if she so desires.
- 10.04 If any complaint or difference is not satisfactorily settled by the Executive Director within two (2) working days of the discussion, it may be processed within an additional ten (10) working days in the following manner:

10.05 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 three (3) working days of the submission of the grievance.

10.06 STAGE TWO

If the employee is dissatisfied with the decision of the Executive Director, the written grievance shall be presented to the Personnel Committee or its designated representative by the grievor within five (5) working days of the receipt of the Executive Directors' reply in the first stage of the grievance procedure.

- 10.07 Within seven (7) working days of the receipt of the grievance, the Personnel Committee shall answer the grievance, in writing, giving the reasons for their decision.
- 10.08 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 his/her 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.
- 10.09 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.
- 10.10 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 of receipt of the last written deposition. If no such written request is received within the time limits, the grievance shall be deemed to have been abandoned, unless extended by mutual agreement in writing.
- 10.11 Time limits referred to in the grievance procedure and arbitration procedure may only be extended by mutual agreement in writing.
- 10.12 In this Article, "working days" includes all days exclusive of Saturday, Sunday and designated holidays.
- 10.13 The employee, at his option, may be accompanied and represented by a union representative at all stages of the grievance procedure.
- 10.14 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 provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.15 All agreements reached under the grievance procedure between the representatives of Town Day Care Centre and the representative of the union shall be final and binding upon the employer, the union and the employees.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.01 A newly hired employee shall be on probation for a period of three (3) months from the date of hiring. The employer will formally review the work performance of the probationary employee during the three (3) month period for the purpose of determining the weaknesses and the strengths of the employee. The probationary period may be extended by mutual agreement between the employer and the union. Following completion of the probationary period, the employee's seniority shall be effective back to their date of hire.
- 11.02 For purpose of probation, employment as a temporary, casual, student, and/or trainee employee will not be counted. For purposes of seniority, employment as a casual, student, and/or trainee employee will not be counted.
- 11.03 Provided that all Bargaining Unit positions are filled by Bargaining Unit members, the union will grant automatic approval of all grants and training programs during the period of this Contract.

ARTICLE 12 - SENIORITY

- 12.01 Seniority shall be on a company-wide/teaching-non-teaching classification basis and shall mean the length of unbroken service from the original date of hire. Maternity leave, extended sick leave, approved leaves of absence shall not constitute "broken" service.
- 12.02 The continuous length of service of an employee, within the classification of teaching/non-teaching, shall be the determining factor in layoffs and in recalls from layoffs, provided the employee with the greatest seniority has the qualifications to perform the work required. Probationary employees will be laid off first and will be the last to be recalled from layoffs.
- 12.03 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 limits, the employee's name shall be considered deleted from the seniority list.

12.04 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.

12.05 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. Employees shall have thirty (30) calendar days from posting to point out any errors or omissions. After thirty (30) days from posting, the seniority list will be deemed to be correct.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 When a vacancy occurs or a new position is created in the Bargaining Unit, the employer shall post a notice of the position on the bulletin board for a minimum of five (5) full working days so that all members will know about the vacancy or new position and they may apply. When possible, postings will not be made during the July-August vacation period.

13.02 Such notice shall contain the following information:

Nature of the Position
Qualifications
Required Education
Salary Rate or Range

13.03 Staff who wish to apply for the position will signify their intention by submitting a written application to the Executive Director or her designate within the five (5) working day posting period.

13.04 Any staff member on an approved leave of absence is eligible to apply for the posted position during the five (5) days posting period. The union shall notify members on leaves.

13.05 The following factors shall be considered in assessing all applications for promotions or transfers:

Seniority
Skill
Competence
Efficiency
Educational Qualifications.

Written applications, an interview process, review of staff evaluations, and if appropriate, on-the-job observations, will be used in assessing applications.

Where, in the judgement of the employer, skill, competence, efficiency, and educational qualifications are equal as between two (2) or more employees, seniority shall govern.

13.06 Permanent Bargaining Unit members shall be given first consideration for the position.

13.07 If the position can be filled from within the Bargaining Unit, such determination shall be made within ten (10) full working days of the original posting.

13.08 The union shall be notified of all appointments and recalls within five (5) full working days of the decision. Each applicant shall be informed, in writing, of the outcome of the job posting within three (3) full working days of the final decision having been made.

13.09 Within seven (7) full working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board.

13.10 The successful applicant from within shall be placed on a trial period of up to two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, if the employee is unable to perform the duties of the new classification or if the employee is unsatisfied with the position, she shall be returned to her former position, wage and salary rate, without loss of seniority. Any other employee temporarily promoted or transferred because of the rearrangement of positions, shall also be returned to her former position, wage and salary rate, without loss of seniority.

13.11 Subsequent vacancies caused by the filling of the initial vacancy shall be subject to the requirements of 13.01 - 13.10.

ARTICLE 14 - TEMPORARY ASSIGNMENTS

- 14.01 Temporary assignments occur whenever the current incumbent is unavailable to attend to her normal duty assignment or is re-assigned by the employer, but do not include periods of scheduled vacation, personal leave or professional development leave.
- 14.02 In cases of any temporary assignments, such assignments will be based on the following factors:
- a.) Classifications within the Bargaining Unit will be the first area of consideration, if there is a qualified employee as per the Day Care Act.
 - b.) Failing this, assignment will be open to the employee within the Centre who are qualified as per the Day Care Act.
 - c.) When more than one (1) employee is qualified for an assignment under (a), Bargaining Unit wide seniority will then apply.
- 14.03 When temporarily assigned, as per Article 1.02(c) to a higher rated position, the employee will receive the higher rate beginning on the first day worked.
- 14.04 When temporarily assigned to a lower rated position, the employee's wages shall not be reduced for the time spent in the lower rated job.

ARTICLE 15 - LAYOFFS AND RECALL

- 15.01 Layoff shall mean the discontinuation or reduction in hours of a position(s) due to lack of work or reduction or discontinuation of a service or services.
- 15.02 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.

15.03 A child care employee laid-off in one teaching level will be given the opportunity of displacing an employee with less seniority in a similar or lower teaching level, provided the senior employee has the ability to perform the job in a manner which will not adversely affect the efficiency and quality of the unit beyond a short term (i.e., thirty (30) days maximum) familiarization period. Pay will be at the rate of the new, lower teaching level.

15.04 The employer will give the employee(s) affected and the union notice of lay-off in writing as follows, or notice of lay-off as provided in the Nova Scotia Labour Act, whichever is greater:

- a) Two (2) weeks notice.
- b) Employees laid off will have re-call rights for twenty-four (24) months from lay-off date.

ARTICLE 16 - JOB DESCRIPTIONS

16.01 The employer agrees to draw up job descriptions for all positions and classifications for which the union is the Bargaining Agent. Job descriptions will be discussed and details worked out through the Labour Management Committee.

ARTICLE 17 - WAGES AND CONDITIONS OF WORK

17.01 Pay date shall be every second (2nd) Wednesday by 11:30 am for all union employees.

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

17.03 An employee's regular daily rate shall be calculated by dividing that employee's yearly rate by 260. The daily rate for an employee who regularly works less than forty (40) hours per week shall be calculated according to prorated hours.

17.04 Nothing in this Agreement shall be construed to reduce the rate of pay of an employee who, as of the effective date of this Agreement, received a higher rate of pay than that established for her wage group.

17.05 Each Bargaining Unit employee shall be employed on one of the following basis:

- a.) Permanent Full-Time - Forty (40) hours weekly.
- b.) Permanent Part-Time - One who occupies, on an on-going basis, a regular position and who, on an on-going basis, is normally scheduled to work less than but at least (20%) of the hours of work described in 17.05(a). The benefits of this Agreement shall apply to regular part-time employees on a pro-rata basis.
- c.) Temporary Full-Time or Part-Time - One who is hired to replace a member of the Bargaining Unit who is on maternity/parental leave or on a leave of absence.

17.06 Hours of Work: The normal hours of work shall be eight (8) hours per day. All scheduled 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 she is eligible for overtime.

The employees will be compensated for time in attendance of courses deemed mandatory.

Staff meetings will be at a time mutually agreed upon and the scheduling of the meetings throughout the school year will be on a monthly basis.

17.07 There will be one (1) hour paid lunch break every full working day. However, employees must ensure that at all given times, the requisite number of employees' remains in each unit to supervise the children, and may thus, for example, take ½ hour break and leave ½ hour early at mutual agreement with the employer.

17.08 There will be two (2) fifteen (15) minute breaks every shift. These breaks are to be scheduled one (1) in the first half of the shift and one (1) in the second half of the shift.

At no time will employees be left by themselves during break or nap times.

17.09 Inclement weather will not be a cause of Centre closure. In event the 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, as possible. In the absence of notification, employees shall assume that the Centre is open.

17.10 Weekly work schedules are to be posted by Friday at 5:30.

ARTICLE 18 - OVERTIME

18.01 All scheduled 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.

18.02 Authorized overtime work shall be paid at the rate of time and one half (1 ½).

18.03 Overtime work shall be on a voluntary basis.

If overtime is required on the continuation of an employee regular hours, the hours will be offered to the most senior employee. If the overtime hours are prior to a shift, the most senior employee will be called out. This will be assigned by a rotating basis, according to the recognized seniority list.

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

18.05 An employee required to work on Sunday or any of the named holidays shall be paid a rate of double his/her normal rate of pay, unless weekend work is a regular component of his/her job (example, the handyman who will be paid at his/her regular rate for weekend work).

ARTICLE 19 - HOLIDAYS AND HOLIDAY PAY

19.01 The employer recognizes the following as paid holidays:

New Year's Day	Canada Day
Good Friday	Victoria Day
Remembrance Day	Labour Day
Christmas Day	Boxing Day
Thanksgiving Day	Miner's Memorial Day
Easter Monday	(on day chosen by U.M.W.)
February Holiday	

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

If at any time Miner's Memorial Day is no longer recognized as a holiday, the employees will be entitled to the Civic Holiday.

The Day Care will close on Christmas Eve at 1300 hours and the employees will be paid for their full shift that they were scheduled to work on that day.

- 19.02 If any of the above-mentioned holidays 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.
- 19.03 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.
- 19.04 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.
- 19.05 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 or takes the day(s) as accumulated personal leave. Failure to attend work on either of those days, without reasons acceptable to the employer, shall result in the loss of holiday pay.

ARTICLE 20 - VACATION AND VACATION PAY

20.01 Employees will earn vacation entitlement based on full years of completed service.

ANNUAL VACATION SHALL BE AS FOLLOWS:

- * Less than one (1) year service: four percent (4%) of earnings.
- * More than one (1) year service: two (2) weeks' vacation with pay @ four percent (4%) of earnings.
- * Three (3) years service:three (3) weeks' vacation with pay @ six percent (6%) of earnings.
- * Ten (10) years service:four (4) weeks' vacation with pay @ eight percent (8%) of earnings.
- * Fourteen (14) years service:five (5) weeks' vacation with pay @ ten percent (10%) of earnings.

20.02 Within each unit, no two (2) regular staff members shall be on vacation at the same time without explicit permission of the Executive Director. The principle factor in scheduling vacations is the requirement that every unit shall continue to meet the requirements of the Day Care Act; thus, legal limitations to meeting all staff requests for vacations during July and August may exist and seniority will be the deciding factor, where possible. When enrolment is down during Christmas vacation, two (2) staff may be off at same time.

20.03 Up to March 31st of the leave year, if there are any conflicting requests for vacation time, seniority within the Unit (seniority of employment, not of position) shall prevail.

Three (3) weeks booked during prime time and once everyone has a chance at prime time, start over with seniority unless mutually agreed upon in unit.

20.04 In the event of more than the allocated number of staff requesting the same time period at the same time, requests for vacation shall take precedence over leaves of absence. Educational leaves shall take precedence over personal leave, extensions and unpaid leaves during the summer vacation period. The employer recognizes the rights of staff to vacation time of choice on the basis of seniority.

20.05 Annual vacation leave may be taken:

- a.) up to March 31st of the following year; and
- b.) in combination with accumulated personal leave days, but only vacation days have seniority rights attached to them in the event of vacation scheduling conflicts.

20.06 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.

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

20.08 Any employee leaving the service of the employer after working less than a full year, since his/her last vacation entitlement will be granted vacation pay on a prorated basis.

ARTICLE 21 - BEREAVEMENT LEAVE - OTHER LEAVES

21.01 For the purpose of this clause, immediate family is defined as father, mother, brother, sister, spouse, common-law-spouse, same sex partner, mother-in-law, father-in-law, grandchild, child of the employee, **brother-in-law & sister-in-law**.

- a.) Where a member of his/her immediate family dies, an employee shall be entitled to a maximum of five (5) paid working days bereavement leave.
- b.) In addition, if the death involved grandparents and relatives with whom the employee resides, the employee shall be entitled to three (3) consecutive paid working bereavement leave days.
- c.) In addition, if the death involved a son-in-law, daughter-in-law, aunt, or uncle, the employee shall be entitled to two (2) paid working bereavement leave days.
- d.) Compassionate Leave of five (5) paid working days will be given to an employee in the event of a miscarriage.

21.02 Time off, without pay, shall be granted to an elected or appointed representative of the union to attend conventions of the union or other educational courses sponsored by the union, provided that no more than one (1) union member goes at any one time. This time shall not take precedence over vacation time choice by another in the unit.

21.03 Professional Development Leave

- a.) Each permanent staff employee shall be entitled to use up to four (4) days per annum with pay for the purpose of attending approved professional conferences, meetings or workshops relevant to her duties at Town Day Care Centre. Employees shall submit written reports to the Executive Director. Two (2) days will not be withheld but day three (3) and four (4) will be at the discretion of management but will not be unreasonably withheld.
- b.) Professional development days and in-services outside of paid time shall be on a volunteer basis and no employee shall be reprimanded for refusal to attend. Staff may, however, complete In-service/Conference Evaluations for their permanent records and evidence of these voluntary activities may be used in performance evaluations for promotion consideration and for merit considerations. 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.
- c.) Professional development leave shall be granted with the approval of the Executive Director, provided reasonable notice is given and provided Day Care Act requirements can be met during the leave.

21.04 Professional Development Grants and Conference Grants

Each permanent employee shall be entitled to an annual grant of fifty dollars (\$50.00) for costs of approved conferences and workshop. These conferences and workshops will be offered to employees on an equal basis.

Labour Management Committee will deal with issues related to conferences or workshops and the issue of employees being given an opportunity to attend.

21.05 Extended Educational Leave

Extended educational leave 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.

21.06 Leave of absence for Pregnancy, Parental and Adoption

Leave of absence for pregnancy, parental and adoption will be in accordance with the Labour Standards Code and regulations of Nova Scotia (Section 59).

21.07 The Centre shall continue to cost-share in extended health/life insurance premiums during the pregnancy leave. The employee may pay her portion of the premium through the office or make other arrangements with the employer

21.08 Job postings are required to fill temporary vacancies caused by any of the foregoing leaves.

ARTICLE 22 - PERSONAL LEAVE AND SICK LEAVE

22.01 An employee shall earn personal leave credits at the rate of one (1) day for each full calendar month for which she works. Such leave shall accumulate to a maximum of twenty-four (24) days. The employer agrees to granting one (1) sick day per month for each full calendar month for which she works, to a maximum of twenty-four (24) days. Proof of illness may be required if the employee is off work five (5) or more consecutive days. Any cost related to acquiring this sick slip will be the responsibility of the employer. Should a leave be arranged in advance of twelve (12) hours, (ie booked ahead), that leave day will be assumed to be a personal day, if available, except for medical or dental appointments.

22.02 An employee shall give seven (7) days notice of their intention to take discretionary time off to the Executive Director, but in the event of an emergency, the requirement will be waived.

22.03 "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.

- 22.04 “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.
- 22.05 Temporary Vacancies - Temporary vacancies of up to thirty (30) days will be filled by seniority. Temporary vacancies of more than thirty (30) days will be posted and filled by the senior applicant. The employer will notify all employees of such vacancies.
- 22.06 When an employee becomes ill while at work after completing at least half the shift, the employee may go home, taken as a personal day or sick leave. When no personal days or sick leave is available, wages will be deducted for period absent.
- 22.07 Employees who have personal leave credits at the end of a calendar year will have the option to “cash” such credit days for wages at the employees’ normal rate: such option will be made four (4) times per year. Sick leave can be bought out at twenty-five percent (25%) of the employee’s regular rate on the first payday of December in any year of the employees’ choosing.

ARTICLE 23 - HEALTH BENEFIT PLAN

23.01

All permanent employees, following completion of their probationary period, will be eligible for coverage in the group insurance plan. This plan will be cost shared at the rate of fifty percent (50%) employee contribution and fifty percent (50%) employer contribution.

23.02 “Long Term Disability”

- a.) When an employee qualifies for Long Term Disability and has been approved for same, the following shall apply upon return to work:
1. Off 0 - 24 months - Return to former position
 2. Off 24 - 48 months - Return to a position
 3. Off beyond 48 months - No recall or return to a position
- b.) Employees on LTD beyond six (6) months shall pay both the employee’s contribution and the employer’s contribution for the benefit package.

- c.) Anyone temporarily assigned to fill the vacancy of an employee on LTD shall pay Union dues.
- d.) All persons temporarily assigned to fill LTD positions will have no claim to the said position upon return of incumbent employee. Nothing in this Agreement will prevent management from hiring these temporary employees and should this happen and there is no break in employment, seniority shall commence when temporary assignment began. They would be classed as a temporary employee for the term of the disability.
- e.) When management is notified that the employee on LTD is not returning, the vacated position will be posted.
- f.) Management has the right to reserve recall subject to job availability and ability of the party in question to perform the job available.

ARTICLE 24 - HEALTH AND SAFETY COMMITTEE

24.01 It is the responsibility of the employer to provide a safe and healthful working environment for all of 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 and the union shall in general, in any and all areas not otherwise covered by the Nova Scotia Occupational Health and Safety Act, cooperate in improving rules and practices which will provide adequate protection to employees. To this end, the employer shall maintain a Joint Health and Safety Committee in accordance with provisions of the Nova Scotia Health and Safety Act.

ARTICLE 25 - FINANCIAL ASSISTANCE FOR EDUCATIONAL PROGRAMS

25.01 An employee may apply to the employer for financial assistance to pay course fees for relevant courses at post-secondary institutions.

25.02 Within budgetary limitations and with equitable distribution, the employer will cost-share on a 50/50 basis, the fees for approved courses.

- 25.03 Within budgetary limitations for educational activities, the employer will also compensate the employee for fifty percent (50%) of work time taken for such courses (for example, if an employee takes a two (2) week course at Teachers' College, she may receive one (1) week's pay but will take the second week as either paid personal leave, vacation leave or unpaid leave).
- 25.04 The employer will not compensate the employee for time spent in such courses in the evenings or on weekends.

ARTICLE 26 - EVALUATION PROCEDURE

26.01 The employer shall evaluate each employee at the end of the probationary period set out in Article 11.01 and thereafter as set out here, noting both strengths and weaknesses and applied in a consistent manner.

Employees shall be evaluated on a unit by unit basis, once per year, according to the following schedule:

Unit 1	March
Unit 2	April
Unit 3	May
Unit 4	June
Resource and Cook	September
Support Personnel	October

Employees will receive a copy of all evaluations at the time of issue.

26.02 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 and all evaluations and summaries generated under 26.01, yearly medical records, training documentation, in-service/conference evaluations and first aid documentation. 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 comments. The file shall be available only for use in making hiring decisions, promotion 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.

26.03 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 27 - PENSION PLAN

27.01 An RRSP Pension Plan to be set up for all employees effective April 1st, 2003. There will be joint contributions from employer and employee as follows:

January 2011 - Thirty cents (.30) per hour from employer and thirty cents (.30) per hour from employee.

January, 2011 – fifty cents (.50) per hour from employer/employee for employee's who are fifty (50) or older only.

RRSP contributions to be deposited with bank no later than fourteen (14) days after deduction.

27.02 Paid Education Leave - The employer agrees to pay into a special fund one (1) cent per hour for all compensated hours or a lump sum payment of \$300.00 for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, ***Unifor***, effective from date of ratification and sent by the employer to the following address: ***Unifor*** Paid Education Leave Program, ***205 Placer Court, Toronto, Ontario M2H 3H9.***

The company further agrees that the members of the Bargaining Unit, selected by the union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 28 - PROTECTIVE COVERING

28.01 The employer agrees to supply protective smocks to childcare employees. The employees agree to keep such smocks in a clean and tidy condition.

Employees agree to purchase smocks between October 1st and October 31st unless on an approved leave of absence.

28.02 The employer agrees to replace smocks when worn and when replacements are necessary - maximum two (2) per year.

ARTICLE 29 - STAFFROOM

29.01 A designated staffroom shall be available to all staff with proper equipment within six (6) months of signing the Agreement.

ARTICLE 30 - DURATION

30.01 This Agreement shall be in full force and effect from the date of ratification, effective *January 1st, 2014* to *December 31st, 2015* and from year to year thereafter unless either party gives notice in writing to the other of termination of or amendment not more than ninety (90) days and not less than thirty (30) days prior to the date of expiration.

ARTICLE 31 - RATIFICATION

31.01 Both parties understand and agree that this Agreement will not be effective until ratified and adopted by a majority of the Board of management and by a majority of the Bargaining Unit members of the Town Day Care Centre.

ARTICLE 32 - WAGES AND BENEFITS PACKAGE

Wages rates are attached as Appendix "A".

ARTICLE 33 - MISCELLANEOUS

33.01 Opening and closing policy will be given to the Union.

33.02 Job description will be available. Job Descriptions for new positions will be developed through the Labour Relations Committee.

33.03 Seniority list will be posted every year.

Both the Nova Scotia Labour Code and the Nova Scotia Daycare Act, Regulations, and Guidelines shall not be contravened by terms or conditions of this Agreement.

Any mention of the "Day Care Act" including the Act, Regulations, and Guidelines of the Nova Scotia Day Care Act. and any additions thereto.

33.04 The union and the employer agree to form a "Financial Strategy Committee" to review the expenditures of the Day Care. The union will appoint or elect two (2) members to serve on this committee.

33.05 Any monies received by the Centre for staff will be considered over and above any negotiated increases.

33.06 The collection of late fees will be incumbent on management. Management is to compensate the employee the amount charged to the parent in late fee payment that is owed to the employee on a monthly basis.

Rates:

Ten dollars (\$10.00) first fifteen (15) minutes

Twenty dollars (\$20.00) thirty (30) minutes

Thirty dollars (\$30.00) over thirty (30) minutes

33.07 When the Executive Director is absent, a designate will be appointed.

33.08

The employer will provide the union with a list of names of Board of Directors once annually.

SIGNED THIS 14 DAY OF May, 2015.

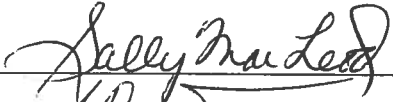
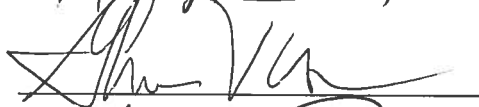

ON BEHALF OF:

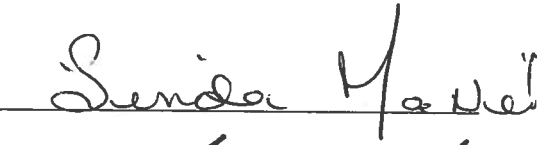

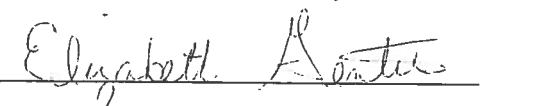
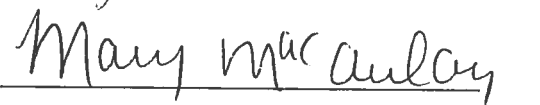
TOWN DAY CARE CENTRE

UNIFOR
and its LOCAL 4600, Unit 03

FOR THE EMPLOYER:

FOR THE UNION:

LM/ptcope343
2014 Negotiations: Town Daycare
Centre & **Unifor**, Local 4600

LETTER OF UNDERSTANDING

THE CHILD CARE WORKERS PROFESSIONAL CODE OF ETHICS

The code of professional ethics shall apply to all trained child care workers employed at the Town Day Care Centre whether their position be that of aid, assistant, unit director, resource coordinator or any other category of worker.

Commitment

As an educator of young children in their most formative years, I, to the best of my intent and ability, shall devote myself to the following commitments and act to support them.

Commitment to Children

- 1.) A child care worker's first professional responsibility is to the children in his/her care.
- 2.) A child care worker respects each child as a human being.
- 3.) A child care worker takes into account each child's interests, needs and abilities in order to fulfill the potential within each child.
- 4.) A child care worker will help each child learn:
 - a.) to trust in themselves and in others;
 - b.) to trust in their abilities and in those of others;
 - c.) to have respect for themselves and for others;
 - d.) to be honest with themselves and with others; and
 - e.) to have self-confidence

in order to encourage the growth of the whole child.

- 5.) A child car worker assumes the responsibility of setting up and maintaining learning environments appropriate to the children in his/her care.

- 6.) A child care worker accepts responsibility for the quality of care given to the children in his/her care.
- 7.) A child care worker strives to protect and extend each child's sensory, physical, emotional, intellectual and social well-being.
- 8.) A child care worker who has reason to suspect that a child has suffered or is suffering from abuse has a legal responsibility to report the suspected abuse to the appropriate authorities.
- 9.) A child care worker familiarizes himself/herself with laws and regulations that will enhance the quality of life for children.

Commitment to Parents

- 1.) A child care worker acknowledges his/her role as a family support person.
- 2.) A child care worker regards as confidential and does not divulge, other than to appropriate persons and in a professional manner, information of a personal or domestic nature concerning either the child or his/her home.
- 3.) A child care worker accepts differing family value systems and cultural-ethnic variations and demonstrates that acceptance actively.
- 4.) A child care worker respects a parent's knowledge of his/her child.
- 5.) A child care worker co-operates with other persons, professionals and organizations to promote programs that will enhance the quality of family life.
- 6.) A child care worker maintains open communication with the child's parent(s).
- 7.) A child care worker respects the rights of parents.
- 8.) A child care worker seeks to provide quality day care services to all families using his/her day care.
- 9.) A child care worker recognizes the importance of the family and the professional working together as a team, in the best interests of the child.

Commitment to Self and the Child Care Profession

- 1.) A child care worker makes a constant effort to improve professionally.

- 2.) A child care worker actively pursues knowledge about contemporary developments in early education and practices.
- 3.) A child care worker recognizes and understands the responsibility of his/her professional standing and continues to work to uphold that standing.
- 4.) A child care worker assists in the professional growth of colleagues through the sharing of ideas, information and talents.
- 5.) A child care worker respects and treats each colleague as a professional.
- 6.) A child care worker works with children, parents and colleagues in a consistently positive manner.
- 7.) A child care worker knows the Nova Scotia Day Care Regulations and licensing requirements and abides by them.
- 8.) A child care worker seeks to be aware of laws and regulations which have a bearing on his/her employment and employment rights.

APPENDIX "A"

WAGE SCALE		
	<i>January 1st, 2015 – 1%</i>	<i>April 1st, 2015 – Min. Wage</i>
Director (4):	\$15.19	\$15.19
Assistant Director (3):	\$12.56	\$12.56
Aides (4)	\$12.56	\$12.56
Resource Co-ordinator (1):	\$17.40	\$17.40
Utility #1:	\$12.79	\$12.79
Utility #2:	\$10.60	\$10.70 *
Dietary (1):	\$14.05	\$14.05
Support Personnel:	\$10.60	\$10.70 *

- The Early Childhood Enhancement Grant will be shared equally among childcare employees, until otherwise directed by Provincial Government
- There will be no monetary withdrawals from the RRSP Pension Plan.
- ***Wages one percent (1%) retroactive to January 1st, 2015. Retro to be paid by April 30th, 2015. In the event any additional monies are provided to the Day Care by the Province for wages and benefits of employees, the parties will meet to discuss the impact to employees.***

LM/ptcope343
 2014 Negotiations: Town Daycare
 Centre & *Unifor*, Local 4600

LETTER OF UNDERSTANDING

The parties agree to meet on a quarterly basis or more frequently by mutual agreement to exchange detailed financial information and to discuss challenges and opportunities to improve performance of the Day Care.

The parties agree that the date of the first meeting will be mutually agreed no later than thirty (30) days after ratification of this Agreement.

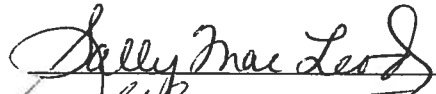
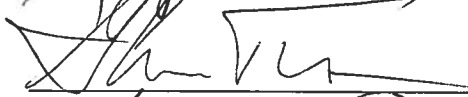

Signed this 14 day of May, 2015.

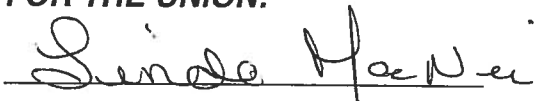
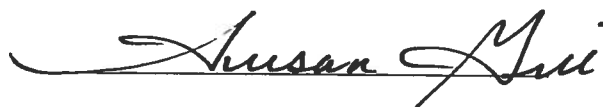
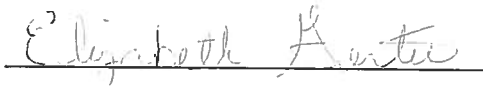
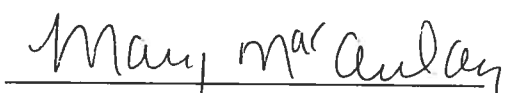
TOWN DAY CARE CENTRE:

**UNIFOR
and its Local 4600, Unit 03**

FOR THE EMPLOYER:

FOR THE UNION:

LM/ptcope343
2014 Negotiations: Town Daycare
Centre & **Unifor**, Local 4600