

# COLLECTIVE AGREEMENT

between

HOLY CHILD AFTER SCHOOL CARE PROGRAM



and

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1099

**CUPE** / *Canadian Union  
of Public Employees*

June 16, 2022 to May 31, 2024

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## **ARTICLE 1 – SCOPE & RECOGNITION**

- 1.1 Holy Child After School Care Program (hereinafter referred to as the "Employer") recognizes the Canadian Union of Public Employees, Local 1099 (hereinafter referred to as the "Union") for the duration of this Collective Agreement as the sole collective bargaining agent for purposes of collective bargaining in respect of wages and other conditions of employment on behalf of all employees of the Employer as set out in the Alberta Labour Relations Board Certificate # C2076-2022 and as the certificate may be amended from time to time.
- 1.2 No Employee covered by this Collective Agreement shall be required or permitted to make any written or oral agreement with the Employer or its representative which may conflict with the terms of the Collective Agreement.
- 1.3 The provisions of this Collective Agreement are intended to be gender neutral and will be interpreted on that basis.

## **ARTICLE 2 – COOPERATION**

- 2.1 The spirit and intention of this Collective Agreement is to maintain good and amicable relations between the Employer, the Union and all Employees covered by this Collective Agreement, so that the solution of all matters pertaining to conditions of employment may be arrived at by consultation and agreement between the parties hereto.
- 2.2 The Employer and the Union agree that the settlement of any differences arising out of the terms of this Collective Agreement should, so far as possible, be settled through discussion. Wherever possible, the parties agree to resolve issues without the necessity of recourse to the grievance procedure hereinafter provided.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1 The Union acknowledges that it is the exclusive function of the Employer to manage the affairs and operation of the business and the workforce in all respects except as expressly limited by the provisions of this collective agreement.
- 3.2 The Union further recognizes that the Employer may reorganize its businesses and practices in order to remain productive and competitive. If the Employer intends to change any current practice, policy and/or benefit, the Employer shall make reasonable efforts to provide its current Employees with thirty (30) days' written notice before any such change goes into effect.

## **ARTICLE 4 – NON-DISCRIMINATION**

- 4.1 Both the Employer and the Union agree that there shall be no discrimination, against any Employee because of race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation, as defined under the *Alberta Human Rights Act*.
- 4.2 Both the Employer and the Union agree that there shall be no discrimination because of union membership, non-membership or activity as defined under the *Alberta Labour Relations Code*.

## **ARTICLE 5 – MAINTENANCE OF MEMBERSHIP**

- 5.1 The Employer agrees to deduct from the gross regular paycheque of each Employee for whom the Union has bargaining authority under this Agreement, union dues or sums in lieu of any such dues, and initiation fees, as specified by the Union. Said deductions shall occur on no less than a monthly basis.
- 5.2 Membership dues or sums in lieu so deducted from salaries shall be paid within fifteen (15) calendar days following each pay period. Said payments shall be supported by a list of Employees and the amount deducted on each person's behalf.
- 5.3 The Employer agrees to include total annual dues on T-4 slips.
- 5.4 Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.
- 5.5 The Union shall give not less than thirty (30) days' notice of any change in the rate at which dues are to be deducted.
- 5.6 The Employer shall provide the Union with contact information for all Employees covered by this Collective Agreement by the last day of January and the last day of June of each year. This contact information shall include the home addresses, email addresses and telephone numbers of the Employees that the Employer has knowledge of.

## **ARTICLE 6 – NO STRIKE NO LOCKOUT**

- 6.1 Neither the Union nor the Employer shall engage in illegal strike activity or lockout, during the term of this agreement in accordance with the *Alberta Labour Relations Code*, RSA 2000, c L-1, as amended. Neither the Employer or the Union shall threaten to strike or lockout, or engage in activity deemed to be a strike or lockout by

the Alberta Labour Relations Board unless the strike or lockout is permitted under the *Alberta Labour Relations Code* c L-1.

- 6.2 In the event of a violation of this Article by the Union, an Employee, or group of Employees, the Union, upon being informed thereof by the Employer shall take immediate positive action, as far as reasonably possible, to cause such conduct to be ceased.
- 6.3 In the event of a violation of this Article by the Employer, the Employer, upon being informed thereof by the Union, shall take immediate positive action, as far as reasonably possible, to cause such conduct to be ceased.

## **ARTICLE 7 – DISCIPLINE**

- 7.1 The parties agree that the purpose of discipline is to correct inappropriate workplace behaviour and that any such discipline will be in accordance with the principles of progressive discipline.
- 7.2 Where possible, the Employer shall provide at least twenty-four (24) hours advance notice to an Employee required to meet with the Employer for the purposes of investigating a matter related to the Employee or discussing or issuing discipline. The Employer shall advise the Employee of the nature of the meeting and that they may be accompanied by a representative of the Union at such meeting(s). The Employee shall be compensated at their applicable rate of pay for the duration of such meeting(s). It is the responsibility of the Employee to contact the Union representative and advise them of the date and time of such meeting.
- 7.3 Except for the dismissal of an Employee serving a probationary period, there shall be no dismissal or discipline except for just cause.
- 7.4 An Employee who has received a written warning, or who has been suspended or dismissed shall receive from the Employer, in writing, the reason(s) for the warning or suspension or dismissal.
- 7.5 Any written documents pertaining to disciplinary action or dismissal shall be removed from the Employee's file when such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 7.6 Employees have the right to access their own personnel file.

## ARTICLE 8 – GRIEVANCES

- 8.1 A grievance shall be defined as any differences concerning the interpretation, application, operation or any alleged violation of the Collective Agreement. Grievances shall be dealt with as described in this Article, without stoppage of work. Grievances may refer to an individual, group, or policy issue.
- 8.2 The affected Employee(s) and the Executive Director, or designate, may meet, prior to a formal grievance being filed, to discuss the matter with the intention of reaching resolution.
- 8.3 A grievance must:
- (a) be in writing;
  - (b) describe the nature of the grievance, the date of the occurrence and the circumstances out of which it arose;
  - (c) identify the specific clauses in the Collective Agreement, that are being violated; and
  - (d) describe the remedy or correction requested.
- 8.4 Employees may have the benefit of representation by Local Union Officers and/or CUPE National Staff at any of the steps in the procedure, and similarly management representatives may have benefit of counsel.
- 8.5 All formal grievances shall be made within fourteen (14) days of the date on which the grievance becomes apparent, or ought to have become apparent.
- 8.6 Failing resolution after an informal discussion, grievances shall be dealt with in the following manner:
- (a) STEP 1 – The Employee may submit a grievance, in writing, to the Executive Director, or designate, who shall render a decision within fourteen (14) calendar days of the receipt of the grievance.  
  
In grievances which involve a dismissal, the grievance shall be filed at Step 2 of the grievance procedure to expedite the matter.
  - (b) STEP 2 – If a matter is not resolved at Step 1, or if a decision is not rendered within fourteen (14) calendar days, then the Union or its designate may forward the written grievance to the Board of Directors or their designate.  
  
If settlement is not achieved within a further fourteen (14) calendar days of

the Board of Directors or their designate receiving correspondence from the Union as part of this step, a matter may be submitted to arbitration as hereinafter provided for in this Collective Agreement.

- (c) STEP 3 – A grievance is referred to arbitration by either party giving notice to the other in writing of their intention to do so. Such written notice shall be given within twenty-one (21) calendar days of the receipt of decision at Step 2, or from the expiry of the time limits at Step 2, whichever is the earlier.

The parties agree to have the grievance heard by a single arbitrator rather than an arbitration board. If the parties fail to agree on the appointment of a single arbitrator within fourteen (14) calendar days, the appointment shall be made through the relevant provisions of the *Alberta Labour Relations Code* upon request of either party.

- 8.7 TIME LIMIT – The time limits in the grievance procedure are mandatory and no grievance shall be considered which is not presented within the time limits set forth herein. A grievance not initiated within the time limits shall be deemed abandoned, and all rights of recourse to the grievance and in an arbitration procedure shall be at an end. If the employer fails to respond within the time limits prescribed within, the grievance will advance to the next step.
- 8.8 EXTENSION OF TIME LIMITS – Time limits set out in this Article may be extended by mutual agreement between the parties, and must be in writing, provided that requests for extension are made prior to the expiry of the time limit.
- 8.9 The time limits expressed in this section are exclusive of statutory holidays.

## ARTICLE 9 – ARBITRATION

- 9.1 The Arbitrator under Article 8 (Step 3 of the grievance procedure) shall not have authority to alter or change any of the provisions of this Collective Agreement, or to insert any new provisions, or to give any decision contrary to the terms and provisions of this Collective Agreement, but it is agreed that where disciplinary action is involved the Arbitrator shall have the power to award a lesser penalty or amend a penalty imposed by the Employer.
- 9.2 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee or employees concerned.
- 9.3 Each party shall equally share the costs of the Arbitrator.

## **ARTICLE 10 – HEALTH & SAFETY**

- 10.1 The Union and the Employer recognize the right of Employees to work in a secure, healthy, and accessible environment. No Employee shall be required to, nor shall any Employee in the course of their employment, perform unsafe work or otherwise act in an unsafe manner. The Employer recognizes a responsibility to provide sufficient facilities, supplies, and services to protect the health and safety of Employees as they carry out their duties. The parties agree that the Employer shall provide, and Employees shall make use of, protective equipment and training wherever the same are reasonably required for the safe and effective performance of an Employee's duties.
- 10.2 The parties recognize that the maintenance and development of the Employees' general well-being constitute common objectives. Consequently, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of Employees, or which deteriorates the work environment.
- 10.3 The Employees shall select a Health and Safety Representative. The process by which the representative is selected shall be determined by the Union.
- 10.4 The Health and Safety Representative and a representative of the Employer shall meet and discuss health and safety issues as needed.
- 10.5 The Employer and the Union agree that in addition to the usual informal discussions described in Article 10.4, the Health and Safety Representative may request to provide a report to the Board of Directors at a board meeting. Such a request will not be unreasonably denied. The representative shall have the right to have a CUPE Local Officer or National Representative attend the board meeting.
- 10.6 The Health and Safety Representative shall suffer no loss of pay as a result of attendance at such meetings.

## **ARTICLE 11 – SENIORITY**

- 11.1 Seniority is defined as the continuous length of service, in hours, of Employees in the bargaining unit and shall be one of the metrics used in determining preference and priority for vacation dates, layoffs and recall.
- 11.2 Employees shall have no seniority rights during their probationary period. Upon satisfactory completion of the probationary period, the Employee's name shall be placed on the seniority list, effective the first day of employment and shall include all hours from the original date of employment.
- 11.3 At the request of the Union, the Employer shall prepare the seniority list and provide it to the Union within fifteen (15) calendar days of the request.



11.4 An Employee shall lose their seniority if they:

- (a) retire;
- (b) resign;
- (c) are placed on layoff, and are not recalled for a period of twelve (12) months;
- (d) fail to return to work at the expiration of an authorized leave;
- (e) fail to respond to a recall notice within the time required under this Collective Agreement;
- (f) are discharged for just cause;
- (g) fail to report for five (5) consecutive shifts without notification to the Employer unless such notification was not reasonably possible.

## **ARTICLE 12 – VACANCIES, LAY-OFFS AND RECALL**

### **VACANCIES**

- 12.1 When a new position is created or when the Employer determines it necessary to fill a vacant position within the scope of this Collective Agreement, the position shall be posted to the Union bulletin board for at least five (5) working days.
- 12.2 Such notice shall contain the following information: Description of position, qualifications and skills required for the position, and wage range for the position.
- 12.3 If a vacant position is not filled internally after the five (5) day period described in Article 12.1, the Employer may post the vacancy externally.
- 12.4 When filling vacancies, ability, qualifications and skills, as determined by the Employer, and as defined in the job posting shall be the governing factors. Where candidates are determined to be relatively equal, seniority shall be the deciding factor.
- 12.5 The Employer will post and notify the Union of the name of the successful applicant to the Union bulletin board.

## LAYOFFS

- 12.6 Both parties recognize that job security should increase in proportion to the length of seniority. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their seniority, providing the remaining Employees have the ability, qualifications and skills, as determined by the Employer and as defined in the job description, to do the work. Where candidates are determined to be relatively equal, seniority shall be the deciding factor.
- 12.7 Notification of Layoff – The Employer shall endeavour to notify Employees who are to be laid off with as much notice as is practicable in the circumstances, but with at least five (5) working days before the layoff is to be effective. Such notice shall be in writing.
- 12.8 Upon notifying an Employee that they are to be laid-off, the Employer will request the Employee to confirm the Employee's current telephone number, email address and home postal address.
- 12.9 Continuation of Benefits – In the event of a layoff, Employees so affected will be given the right to continue benefit plans through direct payment by the Employee of all required premiums for a period not exceeding six (6) months, subject to the requirements of the plans. This Clause shall be noted on all layoff notices received by Employees of the Employer.

## RECALL

- 12.10 Full-Time and Part-Time Employees on lay-off will maintain their official employment start date and have recall rights for twelve (12) months, after which their employment will be deemed to be terminated.
- 12.11 Laid-off Employees shall be recalled in the order of their seniority in the event of any vacant positions, providing the Employee has the ability, qualifications and skills, as determined by the Employer and as defined in the job description, to do the work. Where candidates are determined to be relatively equal, seniority shall be the deciding factor. No new Employees will be hired until those laid off have been given an opportunity of re-employment.
- 12.12 When an Employee is to be recalled to work, the Employer will attempt to contact the Employee by telephone. If telephone contact is not made, then a recall notice will be sent by e-mail and registered mail to the Employee's last known e-mail and home postal address. If the Employee does not respond in person or by telephone to the appropriate Manager within ten (10) calendar days of the recall notice being made, the Employee will lose their recall rights and seniority, and employment will terminate. It shall be the responsibility of the Employee to keep the Employer informed of their current e-mail address and telephone number.

12.13 If an Employee is recalled following a layoff not exceeding sixty (60) calendar days, their previously accumulated sick leave benefits will be reinstated. Notwithstanding the above, the Employer in its discretion may authorize the reinstatement of an Employee's accumulated sick leave following a longer period of layoff.

## **ARTICLE 13 – LEAVES OF ABSENCE**

13.1 Except as described below, the *Employment Standards Code*, RSA 2000, c E-9, as amended, will apply to all leaves of absence.

13.2 The Employer reserves the right to obtain an independent medical assessment with respect to absences that are as a result of injury or illness.

13.3 An Employee on a leave of absence shall not work for gain during the period of leave of absence except with the express consent of the Employer. Where such consent is denied, the Employer will respond in writing and reasons shall be given.

### **BEREAVEMENT LEAVE**

13.4 Employees shall be entitled to unpaid bereavement leave in accordance with the *Employment Standards Code*, RSA 2000, c E-9, as amended.

### **JURY DUTY**

13.5 A leave of absence without pay will be granted:

- (a) for jury duty, jury selections or any summons related thereto; or
- (b) to answer a subpoena or summons to attend as a witness, other than as the accused/defendant, in any proceeding authorized by law to compel the attendance of witnesses;
- (c) Where the Employee is required by law to appear before a court of law for reasons other than those stated above, the Employee may will be granted a leave of absence without pay.

### **UNION LEAVE**

13.6 Subject to the Employer's operational requirements, leave of absence without pay and without the loss of seniority shall be granted upon request to the Executive Director or designate to Employees elected or appointed to represent the Union at Union functions. The Employer shall, however, pay the above Employees their regular pay as though they had worked, billing the Union for time lost and any other deductible benefits during the leave of absence.

Where possible, Employees must give at least one (1) week's notice of the date and expected duration of Union leave.

#### **ARTICLE 14 – PROBATION & TRAINING**

- 14.1 A newly hired Employee shall be on probation for the Employee's first six (6) months worked, exclusive of training, sick days and leaves of absence or other leaves.
- 14.2 The probationary period may be extended by agreement.
- 14.3 During the probationary period, the Employer may terminate the Employee for any reason at its discretion, except for where said termination would be discriminatory. The Employee or the Union may grieve the termination, but the answer at Step 2 shall be final and binding, and the matter may not be referred to arbitration under the provisions of this Collective Agreement, except where the termination is alleged to be discriminatory.
- 14.4 A probationary Employee shall complete a three (3) day paid training period at the outset of their probationary period. The Employee shall not be eligible to receive premiums beyond their base hourly rate of pay for that training period.

#### **ARTICLE 15 – ABSENCE FROM DUTY**

- 15.1 No Employee shall absent themselves from the Employer's premises during the hours of work except with the consent of a Manager or while on break.

#### **ARTICLE 16 – VACATIONS**

- 16.1 Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:
- (a) after one (1) year of continuous service –10 days (2 weeks);
  - (b) after four (4) years of continuous service –15 days (3 weeks);
  - (c) after ten (10) years of continuous service – 20 days (4 weeks);
  - (d) after twenty (20) years of continuous service –25 days (5 weeks).
- 16.2 Employees shall fill out a vacation request form and submit it to the Executive Director for approval.

- 16.3 If more than one Employee submits a vacation request on the same day for the same vacation period, and absent any accommodation considerations, seniority shall be the determining factor.
- 16.4 Once vacation days are exhausted, Employees may request days off without pay.
- 16.5 Where an Employee can demonstrate to the Employer's satisfaction that during the vacation period they qualified for sick leave or bereavement leave, there shall be a re-scheduling of such vacation entitlement.

**ARTICLE 17 – GENERAL HOLIDAYS**

- 17.1 An Employee who is entitled to holiday pay pursuant to the *Employment Standards Code*, RSA 2000, c E-9, as amended, shall be entitled to the following statutory holidays with pay in accordance with the *Employment Standards Code*:

|                |                  |
|----------------|------------------|
| New Year's Day | Heritage Day     |
| Family Day     | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |

and any other day designated, by regulation, as a general holiday by the Lieutenant Governor in Council.

- 17.2 Employees are entitled to statutory pay unless they are absent from employment and not on an approved leave of absence on the Employee's last regular working day preceding, or first regular working day following, the general holiday.

**ARTICLE 18 – HOURS OF WORK**

- 18.1 Employees who work more than five (5) hours shall be entitled to a one thirty (30) minute unpaid break per day. Employees who work eight (8) hours or more shall be entitled to two (2) thirty (30) minute unpaid breaks. The scheduling of any breaks shall be by the Employer.
- 18.2 There shall be no spilt shift unless mutually agreed to by the Employee and Employer.
- 18.3 The Employer will not require an Employee to change from one shift to another without at least twenty-four (24) hours' written notice and eight (8) hours of rest between shifts.

- 18.4 Regular schedules for Employees shall be defined as up to eight (8) hours per day, up to forty-four (44) hours per week, as determined by the Employer.
- 18.5 The Employer may request an Employee to start or stop work at a time other than that posted on the schedule when operational needs require and/or where the safety of Employees or children is of concern. An Employee agreeing to such a request is not entitled to overtime pay in accordance with Article 28 except in accordance with the *Employment Standards Code*, RSA 2000, c E-9, as amended.
- 18.6 The Employer may choose to maintain an availability list. Employees who place their name on an availability list for any given day shall be given priority in the event additional hours become available on that day so long as they would not be overtime eligible. Where multiple employees have signed up for an availability list, priority will be given to an Employee who will not incur overtime pay as a result of working the additional hours.
- 18.7 Employees wishing to change shifts are expected to make arrangements with another qualified Employee to cover their scheduled shifts and are required to inform the Employer in writing at least 24 hours in advance of the agreed-upon change. The change must be approved by the Employer, with such approval to not be unreasonably denied.
- 18.8 Once an Employee has informed the Employer in writing of an agreed upon change in shift and the Employer has approved the change, the change is considered final, and the schedule is deemed to have been amended accordingly.

## **ARTICLE 19 – SEPARATION OF EMPLOYMENT**

- 19.1 If an Employee is terminated, discharged or resigns, they shall receive their final pay cheque, including all monies owing to them.

## **ARTICLE 20 – SCALE OF WAGES, CLASSIFICATIONS AND GRADES**

- 20.1 The classifications and hourly salary ranges for Employees covered by this Collective Agreement shall be set forth in Schedule A which shall form part of this Collective Agreement.
- 20.2 All new Employees begin their probation at Step 1 on the wage grid. Upon completion of probation, Employees are placed on the wage grid according to their years of previous experience, as determined by the Employer.

- 20.3 Employees shall progress one step on the wage grid annually on September 30 subject to a successful performance evaluation. If the Employer has not completed the performance evaluation process by September 30, the Employees shall be deemed to have been successful in the evaluation.

#### **ARTICLE 21 – EFFECTIVE DATE AND DURATION OF AGREEMENT**

- 21.1 This Collective Agreement shall be effective from the date of ratification and shall be valid until the 31<sup>st</sup> day of May, 2024, and thereafter from year to year unless a written notice is given by either party not less than sixty (60) days, nor more than one hundred and twenty (120) days prior to the expiration of the term of this Collective Agreement, of their desire to terminate this Collective Agreement or negotiate a revision thereof, in which case this Collective Agreement shall remain in effect without prejudice to any retroactive clause of a new Collective Agreement until negotiations for revision or amendments hereto have been concluded and a new Collective Agreement superseding this Collective Agreement has been duly executed.

#### **ARTICLE 22 – BULLETIN BOARD**

- 22.1 The Employer shall provide bulletin board space dedicated solely for CUPE use which shall be placed so that all Employees have access to and are for the sole purpose of posting information related to Union activities or on matters of interest to the Union, with the approval of the Executive Director. Such approval shall not be unreasonably withheld.

#### **ARTICLE 23 – EVALUATIONS**

- 23.1 Probationary Employees will be evaluated at three (3) months and six (6) months from the date of hire.
- 23.2 Every year after, a performance review will be completed for each Employee. This annual evaluation will be documented, including any training completed by the Employee.
- 23.3 Employees will be given an opportunity to participate in the evaluation process and that input will be attached to the evaluation.
- 23.4 Employees who are directed by the Employer to complete self-evaluations will be granted reasonable time to do so during working hours.

## **ARTICLE 24 – JOB DESCRIPTIONS AND NEW CLASSIFICATIONS**

- 24.1 Upon request, the Union or an Employee shall be provided with a copy of a current job description.
- 24.2 Should the Employer introduce a new classification; the following shall apply:
- (a) The basic rate of pay for the new classification shall be established by the Employer.
  - (b) The Employer shall notify the Union of the basic rate of pay and provide a job description for the new classification.
  - (c) In the event that the basic rate of pay for the new classification is not acceptable to the Union, the Employer and the Union shall meet to discuss the basic rate of pay for the new classification.

## **ARTICLE 25 – PAY PERIODS**

- 25.1 All Employees covered by this Collective Agreement, shall be paid bi-weekly. For each pay period, Employees shall be provided with an itemized statement of wages, overtime and deductions. This statement may be provided in an electronic format.
- 25.2 Where applicable, Child-Care Accreditation Pay will be paid to the Employee in accordance with the Alberta Child Care Grant Funding Program or other similar government programs. In the event of changes to government funding availability, the Employer retains the right to provide Employees with similar top-up programs in its sole discretion.

## **ARTICLE 26 – LABOUR MANAGEMENT RELATIONS**

- 26.1 The parties recognize that the maintenance and development of a positive relationship between management and employees constitute common objectives. Consequently, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise this relationship.
- 26.2 The Employees shall select a Labour Management Representative. The process by which the Representative is selected shall be determined by the Union. The Union shall inform the Employer who the Representative is.
- 26.3 The Labour Management Representative and a representative of the Employer shall meet and discuss labour management issues as needed.



- 26.4 The Employer and the Union agree that in addition to the usual informal discussions described in Article 10.3, the Labour Management Representative may request to provide a report to the Board of Directors at a Board meeting. Such a request will not be unreasonably denied. The Representative shall have the right to have a CUPE Local Officer or National Representative attend the Board meeting.
- 26.5 The Labour Management Representative shall suffer no loss of pay as a result of attendance at such meetings.

#### **ARTICLE 27 – SICK LEAVE**

- 27.1 Employees who have completed their probationary period will be entitled to at least ten (10) days paid sick leave per year.

#### **ARTICLE 28 – OVERTIME**

- 28.1 All overtime must be authorized by management. Employees shall only be compensated for authorized overtime.
- 28.2 If an Employee works in excess of their regular work schedule as outlined in Clause 18.4, the Employee will be paid overtime pursuant to the *Employment Standards Code*, RSA 2000, c E-9, as amended.

## APPENDIX A – WAGE SCHEDULE

### Effective September 2021

| Positions | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 | Step 11 |
|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Level 1   | \$15.50 | \$15.90 | \$16.30 | \$16.70 | \$17.10 | \$17.50 | \$17.90 | \$18.30 | \$18.70 | \$19.10 | \$19.50 |
| Level 2   | \$16.60 | \$17.00 | \$17.40 | \$17.80 | \$18.20 | \$18.60 | \$19.00 | \$19.40 | \$19.80 | \$20.20 | \$20.60 |
| Level 3   | \$17.65 | \$18.05 | \$18.45 | \$18.85 | \$19.25 | \$19.65 | \$20.05 | \$20.45 | \$20.85 | \$21.25 | \$21.65 |

### Effective September 11, 2022

| Positions  | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 | Step 11 |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Level 1    | \$15.62 | \$16.02 | \$16.42 | \$16.83 | \$17.23 | \$17.63 | \$18.03 | \$18.44 | \$18.84 | \$19.24 | \$19.65 |
| Level 2    | \$16.72 | \$17.13 | \$17.53 | \$17.93 | \$18.34 | \$18.74 | \$19.14 | \$19.55 | \$19.95 | \$20.35 | \$20.75 |
| Level 3    | \$17.78 | \$18.19 | \$18.59 | \$18.99 | \$19.39 | \$19.80 | \$20.20 | \$20.60 | \$21.01 | \$21.41 | \$21.81 |
| Supervisor | \$18.79 | \$19.19 | \$19.60 | \$20.00 | \$20.40 | \$20.80 | \$21.21 | \$21.61 | \$22.01 | \$22.42 | \$22.82 |

### Effective January 1, 2023

| Positions  | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 | Step 11 |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Level 1    | \$15.73 | \$16.14 | \$16.55 | \$16.95 | \$17.36 | \$17.76 | \$18.17 | \$18.58 | \$18.98 | \$19.39 | \$19.79 |
| Level 2    | \$16.85 | \$17.26 | \$17.66 | \$18.07 | \$18.47 | \$18.88 | \$19.29 | \$19.69 | \$20.10 | \$20.50 | \$20.91 |
| Level 3    | \$17.92 | \$18.32 | \$18.73 | \$19.13 | \$19.54 | \$19.95 | \$20.35 | \$20.76 | \$21.16 | \$21.57 | \$21.98 |
| Supervisor | \$18.93 | \$19.34 | \$19.74 | \$20.15 | \$20.55 | \$20.96 | \$21.37 | \$21.77 | \$22.18 | \$22.59 | \$22.99 |

IN WITNESS WHEREOF the Employer and the Union have executed this Collective Agreement by their respective officers hereunto duly authorized this 3 day of May, 2023.

On behalf of the

Signed on Behalf of the Holy Child After School Care Program



President of the Board of Directors

Signed on Behalf of the Canadian Union of Public Employees, Local 1099



Acting President

**LETTER OF UNDERSTANDING**

between

**Holy Child After School Care Program (The Employer)**

and

**CUPE Local 1099 (The Union)**

The Union and the Employer agree the provision of Employee Extended Health and Retirement benefits is an area where mutual discussion and cooperation between the Parties is beneficial. The Parties agree to form a Benefits Joint Committee during the life of this Collective Agreement. The Joint Committee will discuss options for alternate provision of benefits and to make recommendations regarding such options to the Employer.

Signed this 3 day of May, 2023.

Signed on Behalf of the Holy Child After School  
Care Program



\_\_\_\_\_  
President of the Board of Directors

Signed on Behalf of the Canadian Union of  
Public Employees, Local 1099



\_\_\_\_\_  
Acting President