

# COLLECTIVE AGREEMENT

between



**CHILDREN FIRST: COMMUNITY CHILD CARE  
NETWORK SOCIETY**

and

***CUPE***

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2559**

***EFFECTIVE DECEMBER 13, 2021 TO JUNE 30, 2024***

***RATIFICATION DATE DECEMBER 13, 2021***

May 2023  
This copy contains  
Added LOU 2, 3, & 4

December 2023  
This copy contains  
Added LOU 5

  
Canadian Office & Professional Employees  
SL:vlk/Local 491

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## **PREAMBLE**

It is the purpose of both Parties to this Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer, the Union and the employees.
- (b) free of discrimination,
- (c) encourage safety;
- (d) To recognize the mutual value of joint discussions;
- (e) To promote the morale, well being and security of all employees in the Bargaining Unit of the Union through procedure for the fair and peaceful resolution of grievances and disputes.
- (f) To establish wages, working conditions and to provide a means for continuing dialogue that has the mutual objective of resolving differences and matters of concern to either party, and,
- (g) to promote a shared commitment to effective and efficient operation in the interest of both parties

## **ACKNOWLEDGEMENT**

We respectfully acknowledge that we are on Treaty No. 8 Territory, the traditional meeting grounds and gathering places of Canada's First Nations, Metis and Inuit.

## **ARTICLE 1 - DURATION AND TERM OF AGREEMENT**

- 1.01 The agreement shall be effective as of December 13, 2021 and shall remain for a period ending June 30, 2024, and from year to year thereafter, providing that either party may not less than sixty (60) days no more than one hundred twenty (120) days prior to the termination date hereof, give notice in writing to the other part of its intentions to terminate this Agreement or to negotiate a revision thereof.
- 1.02 The parties may at any time, by mutual Agreement, negotiate revisions to this Agreement. Any and such revisions shall become effective from such date as may be mutually agreed upon by both parties.
- 1.03 If notice to amend has been given by either party in accordance with the conditions set out at Clause 1.01 above, this Agreement shall remain in full force

and effect during any period of negotiations, even though such negotiations may extend beyond the said anniversary date.

1.04 Technical Information

Upon written request by the Union, the Employer shall make available to the Union information required by the Union such as budgets, job descriptions, positions in the Bargaining Unit, job classifications, wage rates, and Board approved statements.

**ARTICLE 2 - DEFINITIONS**

2.01 **Union**, shall refer to the Canadian Union of Public Employees Local 2559.

2.02 **Employer**, shall refer to Children First: Community Child Care Network Society.

2.03 **Days**, unless otherwise defined, shall to calendar days, Monday to Sunday.

**ARTICLE 3 - UNION RECOGNITION**

3.01 The Employer recognizes the Canadian Union of Public Employees Local 2559 as the sole and exclusive bargaining agent for all employees as described in the Alberta Labour Relations Board Certificate Number C1830-2020 and hereby agrees to negotiate with the Union.

The classifications include:

- Level 1 Early Child Care Educator - Education Credentials
- Level 2 Early Child Care Educator - Education Credentials
- Level 3 Early Child Care Educator - Education Credentials
- Level 1 Early Child Care Educator - Equivalency Credentials
- Level 2 Early Child Care Educator - Equivalency Credentials
- Level 3 Early Child Care Educator - Equivalency Credentials
- Cook
- And any other employee that would be contained in the Certificate, or as determined by the Alberta Labour Relations Board.

3.02 No employee covered by the Agreement will lose their employment or have their regular hour of work reduced as a result of contracting out the work of the Bargaining Unit.

3.03 No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement that may be in conflict with this Agreement without prior agreement with the Union.

3.04 The Employer agrees to make new employees aware that a Collective Agreement is in effect and to provide them with access to a copy of the current Collective Agreement, or a welcome package provided by the Union.

3.05 Union Orientation

The Employer will provide an opportunity for the Union to hold orientation meetings at least twice a year for new members to be held on a date that is agreeable to the Union and the Employer. The purpose of these sessions is to inform new members of their Collective Agreement and Union membership. These sessions shall be scheduled for sixty (60) minutes each and without loss of pay.

3.06 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

3.07 Union Representatives shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of a grievance, or other Union business.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

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

(a) Operate and manage its business in all respects, including without limitation, altering policies, procedures, methods or systems and administration and/or any benefit except where any right to do so has been specifically restricted by the terms of this Agreement;

4.02 Without limiting the generality of the foregoing, it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

(a) maintain order, discipline, efficiency, and to make, alter, and enforce, from time to time, rules and regulations to be observed by an employee, which are not in conflict with any provision of this Collective Agreement;

- (b) direct the working force and to create new positions and to determine the number of employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
- (c) hire, promote, classify, transfer within the same Bargaining Unit, layoff and re-call employees; and
- (d) demote, discipline, suspend, or discharge for just and reasonable cause.

4.03 Management also retains all other management rights which are not specifically limited by this Agreement.

## **ARTICLE 5 - BARGAINING UNIT WORK**

5.01 Non-Bargaining Unit employees shall not be employed in the performance of jobs included in the Bargaining Unit where such employment causes the **layoff** or other loss of employment or the reduction in normal hours of work or pay on the part of the Bargaining Unit employees.

Management shall endeavour to cover all shifts with Bargaining Unit employees. Management may form part of the child/adult ratio for breaks and where there is no available Bargaining Unit employee to provide coverage.

## **ARTICLE 6 - UNION DUES AND CHECKOFF**

### **6.01 Employees to be Members of the Union**

- (a) As a condition of employment, all employees of the Employer who are now members of the Union shall remain members in good standing of the Union according to the constitution and by-laws of the Union.
- (b) As a condition of employment, all new employees who are members of the Bargaining Unit as defined in Article 3 shall become and remain members in good standing of the Union immediately upon hire.

### **6.02 Deductions**

Each employee will pay the normal dues deduction payable to the Union, such deduction shall be payable monthly to the Union accompanied by a list of the names of employees from whose wages the deductions have been made. A copy shall be forwarded to the Secretary-Treasurer of Local 2559. It shall also show the amount deducted from each employee and the employee's regular wages.

The Employer will note Union dues deducted on individual T-4 slips issued for income tax purposes.

The Employer will deduct a five-dollar (\$5.00) Union initiation fee on the first paycheque of each new employee and forward with the regular Union dues deduction. A list of employees who are paying the initiation fee shall also be included with the regular report list.

#### 6.03 Advance Notice

The Union shall notify the Employer in writing of any change in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

### **ARTICLE 7 - CORRESPONDENCE**

7.01 Correspondence between the Union and the Employer shall be directed to the Operations Manager and the President of the Union, or their designates and copied to the National Representative. Correspondence of Union dues, Union check off and any financial documentation shall also be copied to the Secretary-Treasurer of the Union.

### **ARTICLE 8 - DISCRIMINATION AND HARASSMENT**

8.01 Whereas it is recognized in Alberta as a fundamental principle and as a matter of public policy that all persons are equal in dignity, rights and responsibilities without regards to race, religious beliefs, colour, gender, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, sexual orientation, source of income or family status, the parties agree that there shall be no discrimination with respect to employees in accordance with the Alberta Human Rights Act and amendments thereto, or for their connection with or activity in a trade Union.

### **ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

#### 9.01 Establishment of Committee

A Labour Management Committee shall be established. The committee will include at least one (1) representative from the Employer and a minimum of two (2) representatives of the Union and a National Representative. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and interests to the employees.

#### 9.02 Function of Committee

The meetings between the Employer and employees are intended to maintain and enhance harmonious relations between them; to discuss ways of improving work methods and conditions of work, staff development and new work procedures and policies; to receive details of proposed operational changes whenever possible; health and safety and other matters as agreed to mutually by the Committee.

#### 9.03 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, including the administration of the Collective Agreement. It is understood that issues related to outstanding grievances will not be discussed.

9.04 The Committee will meet a minimum of four (4) times per year at predetermined and mutually agreeable times and places. Notwithstanding, emergent meetings may be requested by either party and held as agreed by mutual consent. Members will receive notices and agendas of meetings at least five (5) working days in advance of the meeting. Employees will not suffer any loss of pay for time spent with the Committee.

#### 9.05 Chairperson of Joint Committee Meetings

A representative of the Employer and of the Union shall be designated as joint chairpersons and shall alternate in presiding over meetings.

#### 9.06 Reports of Committee Meetings

A summary of decisions or action items resulting from each meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meetings. The Union and the Employer shall receive a copy of the signed summary within two (2) weeks following the meeting. It will be reviewed and approved at the next meeting. It is understood that no personal or other confidential information will be reported in any written summaries.

### **ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION**

10.01 In order to provide for an orderly and speedy procedure for the settling of grievances, the Employer recognizes representatives of the Union including all Officers, Shop Stewards and representatives of the CUPE National Office.

#### 10.02 Union Representatives

Union representatives may assist any employee in preparing and presenting their grievance in accordance with the grievance procedure. The Union will notify the Employer in writing the names of Officers and Shop Stewards. The Employer shall only deal with employees so designated.

#### 10.03 Permission to Leave Work

The Employer will endeavour to settle grievances within normal working hours providing operational and job duties permit. Where not possible, grievance meetings will be held immediately after the regular workday. The Union recognizes that the Employer employs each steward and they will not leave their work during working hours except to perform duties under this Agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of their Supervisor, which shall not be unduly delayed or unreasonably withheld.

#### 10.04 Definition of Grievance

For the purpose of this Agreement a grievance is defined as a difference arising out of the interpretation, application, administration or alleged violation of this Agreement or applicable legislation, laws or statutes.

Grievances shall be either:

- (a) Individual Grievance relating to or affecting a specific employee or employees individually, or;
- (b) Policy Grievance relating to or affecting two (2) or more employees, or grievances involving a question of general application or interpretation relating to this Agreement.
- (c) An Employer Grievance

#### 10.05 Grievance Steps:

In the event of any differences arising, grievances shall be settled in the following manner:

##### Step 1

The employee shall first seek to settle the difference through discussion with the Supervisor, the employee may choose to have a Union Representative present. The Supervisor shall respond in writing to the employee and Union within fifteen (15) working days from the discussion taking place.

## Step 2

If Step 1 does not resolve the concern, a grievance is filed in writing to the Operations Manager within fifteen (15) working days of the reply from Step 1.

The parties shall meet within fifteen (15) working days of the Operations Manager's receipt of the grievance for the Union to present their grievance and to explore avenues of resolution. The Operations Manager will respond within fifteen (15) working days of the meeting.

## Step 3

If Step 2 does not resolve the concern, a grievance is filed in writing to the Board President within fifteen (15) working days of the response from the Operations Manager in Step 2.

The parties shall meet within fifteen (15) working days of the Board President's receipt of the grievance for the Union to present their grievance and to explore avenues of resolution. The President of the Board will respond in writing within fifteen (15) working days of the meeting.

### 10.06 Mediation

Failing settlement at Step 3, the Parties may agree to refer the grievance to mediation prior to the expiration of time limits set out in Clause 10.07 for Arbitration.

Time provisions with respect to Arbitration shall be waived, extended, or suspended while engaged in mediation and shall be conveyed in writing between the Parties.

Parties retain the right to proceed to Arbitration within thirty (30) calendar days failing resolution to the grievance through mediation.

Parties retain the right to agree to mediation at any time.

Each party shall pay one-half (½) of the fees and expenses of the Mediator.

### 10.07 Arbitration

Failing a satisfactory settlement being reached in Step 3, the Union or the Employer may refer the grievance to arbitration within sixty (60) calendar days of the written reply from Step 3 or failing a satisfactory settlement being reached after voluntary mediation, refer 10.06.

The party advancing the grievance shall notify the other party of its intention to do so in writing via email and include the party's nominee as Arbitrator. The responding party shall acknowledge receipt of notification that the grievance has been advanced within fifteen (15) working days, and if a single Arbitrator is not agreed upon, appointment shall be made by the Director of Mediation Services of Alberta pursuant to the Alberta Labour Relations Code.

Each party shall pay one half of fees and expenses of the arbitrator, and the expenses for their own counsel.

10.08 Grievances will be heard by a single Arbitrator.

10.09 Time Limits

- (a) The time limits shall be exclusive of Saturdays, Sundays and Statutory Holidays.
- (b) The time limits may be extended by mutual agreement of the Employer and Union in writing.
- (c) Any grievance not submitted or advanced by the Union within the time limits specified shall be deemed to be abandoned. If the Employer does not respond within the time limits specified, the grievance may be advanced by the Union to the next step of the grievance procedure. The same applies for grievances filed by the Employer.

## **ARTICLE 11 - UNION REPRESENTATION**

11.01 An employee shall have the right to have a Union Representative present at any time when the Employer is meeting with the employee for the purpose of discipline or dismissal or investigation which may lead to discipline or dismissal, and the Employer shall inform the employee of this right and give the employee forty-eight (48) hours to arrange for the Union Representative to be present.

The Employer shall inform the Union President or their designate of any upcoming investigations or meetings regarding investigation, disciplinary or dismissal meetings at least forty-eight hours in advance. If an emergency meeting is required, the Employer shall inform the Union President or their designate as soon as possible.

## **ARTICLE 12 - DISCIPLINE**

- 12.01 The Employer will maintain a policy respecting employee discipline utilizing a model of progressive discipline. Disciplinary action will be taken in a manner consistent with that policy.
- 12.02 An employee shall have the right to Union representation at any disciplinary meeting.
- 12.03 The Employer shall notify the employee in writing of any discipline, suspension, or discharge and a copy of the notice shall be given to the Union, no later than five (5) days after the meeting in which discipline is given.
- 12.04 An employee shall not be disciplined for refusing to cross a legal picket line held at their work site during a legal strike, or to handle struck work arising out of labour disputes. Failure to cross such a picket line or handle struck goods by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.
- 12.05 Letters or other references to actions or discipline shall be removed from the employee's personnel file and shall not be used against an employee at any time after thirty-six (36) months following any letters of reprimand, suspensions, or other disciplinary action.
- 12.06 Non-disciplinary letters, or letters of counselling or coaching shall be removed from the employee's personnel file after thirty-six (36) months.
- 12.07 If the incident from 12.05 or 12.06 is reportable to licensing, the RCMP or any governing agency then the expiration becomes six (6) years from the date of incident.
- 12.08 Grievances concerning termination of employment shall be filed at Step 3.

## **ARTICLE 13 - SENIORITY**

### **13.01 Definition**

Seniority shall be defined as the length of continuous employment with the Employer and shall be accrued from the first day of employment.

### **13.02 Use of Seniority**

Seniority shall be used in determining preference for promotions, transfers, demotions, and layoffs and recalls.

### 13.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each permanent full-time and part-time employee's service commenced. The Employer shall post in all facilities, a current seniority list of employees covered by this Agreement, no later than the tenth (10th) day of January and June of each year. A copy shall be provided to the Secretary-Treasurer of the Union.

### 13.04 Loss of Seniority

Employees shall only lose their seniority in the event they:

- (a) Are dismissed for just cause and not reinstated;
- (b) Resign in writing
- (c) Are absent from work in excess of three (3) consecutive working days without sufficient cause or without notifying the Employer, unless such notice is not reasonably possible;
- (d) Reject an offer of recall of employment to the same classification or fail to return to work following seven (7) calendar days of accepting the recall. It shall be the responsibility of the employee to keep the Employer informed of their most current mailing address, email and phone number.
- (e) They are laid off for a period of more than twelve (12) months.

Any unpaid leave of absence of more than twenty (20) working days or one (1) calendar month, with the exception of maternity, parental, protected leave, Union, WCB, or any type of sick leave, shall not be counted toward the determination of the seniority of any employee.

### 13.05 Acting

An employee shall only be able to act in a position outside the Bargaining Unit with the Employer for a maximum period of eighteen (18) months. The employee must return to the Bargaining Unit for a minimum of sixty (60) days before working outside of the Bargaining Unit again. An employee acting outside of the Bargaining Unit shall retain their seniority and shall pay regular Union dues while outside of the Bargaining Unit.

## **ARTICLE 14 - PROBATION**

- 14.01 The probation period is 3 months from the initial date of hire for full-time and part-time employees.
- 14.02 The length of the initial probation period may be extended by mutual agreement with the Union.

## **ARTICLE 15 - HOURS OF WORK AND REST PERIODS**

### 15.01 Hours of Work

- (a) Full-time employees will be scheduled for a minimum of seventy-five (75) hours biweekly.
- (b) Part-time employees will be scheduled for less than seventy-five (75) hours biweekly.

### 15.02 Rest Periods

Employees are entitled to a minimum of one (1) hour unpaid rest period.

15.03 Employees shall be responsible for signing in and out of work.

15.04 Shift schedules will be posted in a visible location and provided to employees at least two (2) weeks in advance.

## **ARTICLE 16 - OVERTIME**

### 16.01 Overtime Defined

Overtime shall be paid for:

- (a) All work that extends beyond eight (8) hours per day and 40 hours in a week.

### 16.02 Overtime Rate

Overtime work shall be paid for at the rate of time and one-half (1/2) for time worked over the employee's regularly scheduled workday.

## **ARTICLE 17 - JOB POSTINGS**

### **17.01 Job Postings**

When a vacancy occurs or a new position is created inside the Centre, the Employer shall immediately notify the Union in writing and post notice of the position on a Bulletin Board for a minimum of one (1) week so that all employees within the Centre will know about the vacancy or new position.

### **17.02 Information in Postings**

Job Postings shall contain the following information: Nature of position, required qualifications, knowledge, education and skills, and shift.

### **17.03 Role of Seniority in Postings, Promotions**

Both parties recognize the principle of promotion within the service of the Employer.

17.04 Temporary, Term and Casual employees will be considered as internal applicants and their applications shall be processed prior to any external candidates. If successful, the candidate will have to serve a full probation period as per Clause 14.01.

### **17.05 Notification to Employee and Union**

Within seven (7) working days of the date of appointment or hiring to a new or vacant position, the name of the successful applicant shall be provided to the Union.

## **ARTICLE 18 - PAYMENT OF WAGES**

### **18.01 Pay Days**

The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of their salary/wages, overtime and other supplementary pay and deductions.

18.02 Due to the nature of their work, employees may be eligible for government benefits. The Employer makes no representations or agreements with respect to these benefits. Employees may be eligible to receive a monthly cost of living allowance and/or wage top-ups, to be paid to the employee as determined by the government agency offering such benefits at the time.

- (a) The Union will be provided a copy of all government benefits, wage top ups or cost of living allowance documents.

18.03 Mileage rates for an employee using their own automobile for the Employer's business shall be paid at the current CRA rates.

## **ARTICLE 19 - GENERAL HOLIDAYS**

19.01 The Employer recognizes the following as paid general holidays:

- (a) New Year's Day
- (b) Family Day (Third Monday in each February)
- (c) Good Friday
- (d) Victoria Day
- (e) Canada Day
- (f) Heritage Day (First Monday in August)
- (g) Labour Day
- (h) Thanksgiving Day
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day

19.02 Qualification for Payment on Holidays

Employees will be eligible for payment on holidays as per Alberta Employment Standards Code.

## **ARTICLE 20 - VACATION**

20.01 Vacation for full-time and part-time employees will accrue at the following rates:

- (a) For the first four (4) years of employment                      4%
- (b) On the fifth (5<sup>th</sup>) anniversary    6%

20.02 Temporary and Casual employees will be paid vacation on each paycheque at the same rate as in Clause 20.01.

20.03 If a General Holiday falls during an employee's vacation leave, vacation leave shall not be deducted for that day.

20.04 Employees may utilize vacation time after the first six (6) months of employment based on the amount of vacation accrued.

- 20.05 Employees may request to carry over five (5) days of vacation to the next calendar year. Requests shall be in writing to the Operations Manager or Supervisor.
- 20.06 Employees shall use at least two (2) weeks of vacation each calendar year, unless otherwise agreed to by the Employer, employee and the Union.
- 20.07 Requests for vacation must be requested in advance.
- 20.08 In the event that multiple eligible employees submit their time off requests at the same time and for the same date, preference will be given to employees in order of seniority.
- 20.09 Earned vacation accruals will be paid out to employees upon termination of employment with the Employer.
- 20.10 Where an employee qualifies for bereavement there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

## **ARTICLE 21 - SICK LEAVE**

### **21.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **21.02 Amount of Paid Sick Leave**

Sick leave shall be earned at the rate of seven (7) days per year per employee.

### **21.03 Illness in the Family**

Where no one other than the employee can provide for the needs during illness of a member of their immediate family, an employee shall be entitled to use sick leave days for this purpose.

### **21.04 Proof of Illness**

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.

21.05 When an employee is not an active employee (not providing service) they will be entitled to a pro-rated amount of their annual sick time.

21.06 Notification of Illness

An employee is responsible for advising the supervisor as soon as possible of an illness preventing them from attending work, but no later than one hour prior to the beginning of their scheduled shift if at all possible.

## **ARTICLE 22 - LEAVES OF ABSENCE**

22.01 All leave of absences shall be without pay unless otherwise stated in this Agreement or provided elsewhere by the Employer.

22.02 Applications, in writing, for leave of absence may be granted at the discretion of the Employer.

22.03 Critical Illness and Funeral Attendance and Bereavement Leave with Pay

The Employer shall grant up to three (3) days of paid leave for bereavement on the occasion of a death in the staff member's immediate family. Up to two (2) additional days of paid leave shall be granted for out of town bereavement. Immediate family is defined as: a parent, step-parent, grandparent, sibling, step-sibling, child, step-child, grandchild, spouse (including common law and/or same sex partner), father-in-law, mother-in-law, sister-in-law, or brother-in-law. Confirmation may be requested upon return.

The leave shall be taken:

- (a) on regularly scheduled consecutive workdays immediately following the death, or,
- (b) the employee may use one (1) or more days immediately following the death and the remaining days to attend a funeral, burial, memorial service or celebration of life scheduled at a later date.

22.04 Other Emergent Leave

The Employer may approve additional days with or without pay as emergent leave, once all other leave entitlements for family emergencies requiring the immediate presence of the employee have been utilized.

## 22.05 Extended Leave

The Employer may approve an extended leave of absence without pay and benefits under the following conditions:

- (a) The request shall be made in writing and outline the reason for the extended leave;
- (b) The leave will not exceed twelve (12) months; and
- (c) The employee shall notify the Employer of their intention to return to work or resign at least two (2) months in advance of the end of their leave or their intended return to work date.
- (d) Seniority will be calculated in accordance with Article 13.

22.06 Upon written request, the Employer may approve a leave of absence without pay so that the employee may be a candidate in a Municipal, Federal or Provincial election. Employees may continue benefits through the Employer at the employee's cost. If elected, the employee shall be granted leave of absence without loss of seniority for the term of the elected office.

## 22.07 Domestic Violence Leave

All employees shall be granted up to ten (10) days of unpaid leave per year without loss of seniority, if addressing a situation of domestic violence.

An employee may access their sick leave credits or vacation credits for the period of the leave.

# ARTICLE 23 - MATERNITY AND PARENTAL LEAVE

## 23.01 Maternity and Parental Leave

- (a) An employee who is a birth mother is entitled to 16 weeks of unpaid maternity leave or as prescribed in the *Alberta Employment Standards Act*.
- (b) An employee is entitled to unpaid parental leave of up to sixty-two (62) weeks following the birth of a child or in the case of adoption, the placement of the child, provided the leave is utilized within seventy-eight (78) weeks of the birth or adoption as applicable or as prescribed in the *Alberta Employment Standards Act*.

- 23.02 When possible, written notice should be forwarded to the Employer three (3) months prior to the expected date of delivery. Written notice must be provided at least two (2) months prior to the expected date of delivery and 30 days notice of the return to work date.
- 23.03 Employees shall ensure that the Employer has their most current contact information during the leave period.
- 23.04 Employees will continue to accrue seniority through the period of Maternity and Parental Leave.

## **ARTICLE 24 - UNION LEAVE**

- 24.01 All Union Leave, with the exception of the bargaining committee, is paid in full by the Union upon receiving the invoice from the Employer, including pre-paying for Union Leave, where applicable. The Union shall pay the regular wages, wage top-ups, and vacation prorated for the period of the Union Leave. In the event that Union Leave is cancelled, the Employer will refund the Union the amount of the pre-payment to the Union.
- 24.02 Upon request to the Employer at least five (5) working days in advance, employees elected or appointed by the Union may be provided Union Business Leave without loss of pay and benefits for:
- (a) Attendance at Union sponsored conventions, conference or other educational workshops;
  - (b) Attendance at meetings held by the Local.
- Every reasonable effort will be made, when possible, to schedule meetings at times which do not conflict with scheduled work assignments which would adversely impact the Centre.
- 24.03 In the event the Union President is an employee of the Centre, prior to September 30 of each calendar year, the Union shall advise the Employer of the amount to be paid to the President of the Union for Union duties to be performed in the next year.
- (a) The Union will provide the Employer with the President's Union leave schedule at least 3 months in advance, where possible.
- 24.04 In the event the Chief Shop Steward of the Union is an employee of the Centre, they shall be paid for an additional twelve (12) days at their regular rate of pay for Union leave days scheduled outside the employee's work schedule. The Union

will provide the Employer with the dates these days are to be paid at least three (3) months in advance.

24.05 Leave of absence without pay for full-time or part-time Union duties shall be granted under the following conditions:

- (a) In the event that an employee becomes a full-time or part-time official or designate of the Local Union, or a National or Provincial Labour Organization to which the Local Union is affiliated to or chartered by, they shall be granted leave of absence for the purpose of carrying out the duties of their office or appointment.
- (b) Such leave shall not interrupt the employee's continuity of service (seniority).

24.06 Union Negotiating Committee

The Union's Negotiating Committee shall consist of no more than two (2) representatives of the Local Union, the Local President and a CUPE National Representative. Bargaining will be done exclusively on evenings and weekends, outside of regular working hours. There shall be no pay or compensation for bargaining.

24.07 No employee shall suffer loss of wages or benefits for time spent at meetings with the Employer in the capacity as a Union Representative or steward. Union Representatives are not considered subordinate employees during meetings with the Employer in their Union role and shall not be disciplined for any time used or alleged behaviours during such Union/Employer meetings.

## **ARTICLE 25 - LAYOFF AND RECALL**

25.01 A layoff shall be defined as a lack of work, reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

25.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. In the event it is necessary to layoff any Bargaining Unit employee, layoffs shall be in the reverse order of seniority according to job classification where required. There shall be at least two (2) Level 3 Early Childhood Educators (ECE) per house retained by the Employer, and that employee shall have the greatest seniority.

### 25.03 Advance Notice of Layoff

The Employer shall give the Union and employees who are to be laid off as much advance notice as possible and in accordance with the Alberta Employment Standards Code.

### 25.04 Recall

- (a) Employees shall be recalled in the order of their seniority by classification, where required. There shall be at least two (2) Level 3 Early Childhood Educators (ECE) per house classification recalled, and that shall be the employee with the highest seniority of the level three (3) classification. The remaining employees shall be recalled in order of seniority.
- (b) When a vacancy occurs, employees on the recall list shall be notified of the vacancy by phone call and email and shall be given the opportunity to exercise their seniority rights to accept the vacancy.
- (c) The employee will have a maximum of twelve (12) hours to decide whether they are accepting or declining the recalled position via email.
- (d) Should the Employer be unable to contact a laid off employee by telephone with the contact information on file within one (1) business day of the first attempt to contact the employee, the next qualified employee within that classification will be contacted and offered the position. Both parties consider a minimum of three (3) phone calls and one (1) email a reasonable attempt to contact. The first employee will be contacted by registered mail and asked if they want to remain on the recall list. Should the employee fail to contact the Employer within seven (7) days of receipt of the letter, or should the employee's address no longer be valid, the employee shall lose all rights to recall.
- (e) The Employer will offer temporary or term vacancies to employees on the recall list. Recalls to a non-permanent position shall not impact an employee's ability to be recalled to a permanent position.
- (f) There shall be no adjustment to the twelve (12) month recall period due to any non-permanent employment.
- (h) An employee is recalled when they have been placed in a position that has the same hours and rate of pay of their previous position.

#### 25.05 No New Employees

New employees, including temporary, term or casual employees, shall not be hired until those laid off within the same classification of the new employee have been given an opportunity of recall.

#### 25.06 Severance Pay

(a) Severance will be paid to employees with service:

- |       |  |                        |
|-------|--|------------------------|
| (i)   | More than 90 days, less than two (2) years | 1 week of regular pay  |
| (ii)  | Two (2) years but less than four (4) years | 2 weeks of regular pay |
| (iii) | Four (4) years but less than six (6) years | 4 weeks of regular pay |
| (iv)  | 6 years but less than 8 years              | 5 weeks of regular pay |
| (v)   | 8 years but less than 10 years             | 6 weeks of regular pay |
| (vi)  | 10 years or more                           | 8 weeks of regular pay |

(b) Any payment under Clause 25.06 shall be paid on the next regular pay day.

(c) Severance will be based on regular earnings, not including any top-op or wage enhancements not paid by the Employer.

25.07 An employee who is laid off is responsible for advising Employer in writing, of any change of address, email address, telephone number, or qualifications. The Employer will provide the updated information to the Union.

#### 25.08 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

### **ARTICLE 26 - GENERAL PROVISIONS**

#### 26.01 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor educational functions such as seminars, workshops, lectures and Union meetings on topics related to employment, to be held on the Employer's premises during the employees' lunch period or following the regular working day. Prior arrangement for such functions shall be made with the Employer and no such function shall be permitted where it will interfere with the normal operation of the Centre.

## 26.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer and the Union shall provide copies of the Collective Agreement to each employee, on a cost-share basis in a form mutually agreed upon by the Union and the Employer, within thirty (30) days of signing of the Collective Agreement.

## 26.03 Government and Grant Funding

In the event the Employer secures additional funding or grants from a government body, they shall:

- (a) Immediately inform the Union of the funding or grants and the total amounts.

## 26.04 Access to Personnel File

Upon written request, an employee shall have the right to have access to and review their personnel file at a mutually agreed upon time and shall have the right to respond in writing to any documents.

# **ARTICLE 27 - RESOLUTIONS AND REPORTS OF THE EMPLOYER**

## 27.01 Employer Policies

The Employer will inform the Union of any changes to the Centre's policies or procedures at least thirty (30) days in advance of the changes taking place. The Union will be afforded the opportunity to review the policy or procedure changes and make recommendations to the Employer.

The Centre's policies and procedures shall not conflict with any part of this Collective Agreement, and where policies or procedures do conflict, the Collective Agreement will take precedence.

# **ARTICLE 28 - JOB CLASSIFICATIONS AND RECLASSIFICATION**

## 28.01 Job Descriptions

The Employer will inform the Union of any changes to job descriptions. The Union will be afforded the opportunity to review the job description changes and make recommendations to the Employer.

**28.02 Changes in Classification**

The Employer shall prepare a new job description whenever a job is created. The rate of pay shall be subject to negotiations between the Employer and the Union.

If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

**ARTICLE 29 - NO STRIKE OR LOCKOUT**

29.01 The Union and the Company agree that during the life of this Agreement there shall be no strike or lockout.

**ARTICLE 30 - BENEFIT AND BINDING**

30.01 This Collective Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

SIGNED THIS 20 DAY OF DECEMBER 2021

Signed on Behalf of the Children First:  
Community Child Care Network Society

  
Janet Huffman (Dec 20, 2021 17:19 MST)

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

  
Nancy King (Dec 20, 2021 19:28 EST)

\_\_\_\_\_  
Operations Manager

Signed on Behalf of The Canadian  
Union of Public Employees, Local 2559

  
Danielle Danis (Dec 22, 2021 18:44 MST)

\_\_\_\_\_  
President

  
Swati (Dec 22, 2021 15:16 MST)

\_\_\_\_\_  
Unit Vice President

### SCHEDULE A - WAGE RATES

<b>Classification:</b>	<b>Early Childhood Education Credentials</b>	<b>Equivalency Credentials</b>
Level 1	--	\$16.50/hour
Level 2	\$17.50/hour	\$17.00/hour
Level 3	\$18.00/hour	\$17.50/hour
Cook		\$16.50/hour

*Note: No current employees will incur a wage change that would be reflected by this table - only future employees will be impacted.*

MEMORANDUM OF UNDERSTANDING #2

Between

Children First: Community Child Care Network Society. (“the Employer”)

And

CUPE Local 2559 (“the Union”)

In a matter of Article 18 - Payment of Wages

---

Whereas the Parties are signatories to the Collective Agreement that expires June 30, 2024, and,

Whereas Article 18.01 states that wages are paid in accordance with Schedule “A”.

It is agreed that:

- 1) The Employer will be introducing a temporary wage uplift of \$1.50 for each hour worked.
- 2) The reason for the uplift is to provide a temporary retention initiative to all bargaining unit members.
- 3) The wage uplift will start retroactively on October 1st, 2022 and will end on March 30th, 2023.
- 4) The wage uplift will be paid on a bi-monthly basis (every two (2) months) for all hours worked. Hours worked only include hours physically worked and do not include any approved leaves (paid or unpaid) in that two (2) month period.
- 5) Payment will be made on the first paycheque of December 2022, February 2023, and April 2023.
- 6) For any new hires into the bargaining unit, they will be ineligible to start accruing this wage uplift until the first of the month following the completion of their probationary period.
- 7) This is on a without prejudice or precedent basis to decisions that the parties may take in identical or similar situations in the future.

Signed on this date Nov 2, 2022

Signed on Behalf of the Children First:  
Community Child Care Network Society

[Redacted Signature]

Nancy King (Oct 28, 2022 16:00 MDT)

Nancy King,  
Operations Manager

[Redacted Signature]

Janet Huffman (Nov 2, 2022 10:29 MDT)

Janet Huffman,  
President of the Board of Directors

KM:vlk/cope491

Signed on Behalf of the Canadian  
Union of Public Employees, Local 2559

[Redacted Signature]

Danielle Danis (Nov 2, 2022 17:21 MDT)

Danielle Danis  
President

Letter of Understanding #3

between

Canadian Union of Public Employees Local 2559

and

Children First: Community Child Care Network Society

**Re: Seniority listing of employees hired on the same date**

---

In accordance with Clause 1.02 of the Collective Agreement, the Parties agree to include the following language in the form of a Letter of Understanding, and to be included in the main body of the Agreement in the next round of bargaining:

13.06 When two (2) or more employees are hired on the same day and therefore have the same seniority date, the order of seniority will be by their last name, as it was on their date of hire, alphabetically. Name changes of any kind will not disrupt the order of seniority.

Date signed May 12, 2023

For the Union

  
Danielle Danis (May 12, 2023 10:08 MDT)

Danielle Danis  
President

  
Swati (May 13, 2023 12:49 MDT)

Swati Christian  
Vice President – Children First

For the Employer

  
Nancy King (Apr 6, 2023 15:23 MDT)

Nancy King  
Operations Manager

  
JHuffman (Apr 6, 2023 18:16 MDT)

Janet Huffman  
Board Chairperson

## LETTER OF UNDERSTANDING #4

Between

Children First: Community Child Care Network Society. (“the Employer”)

And

CUPE Local 2559 (“the Union”)

### **Article 18 - Payment of Wages**

---

Whereas the Parties are signatories to the Collective Agreement that expires June 30, 2024, and,

Whereas Clause 18.01 states that wages are paid in accordance with Schedule “A”.

It is agreed that:

- 1) The Employer will be introducing a temporary wage uplift of \$1.50 for each hour worked.
- 2) The reason for the uplift is to provide a temporary retention initiative to all bargaining unit members.
- 3) The wage uplift will start retroactively on April 1st, 2023 and will end on September 30th, 2023.
- 4) The wage uplift will be paid on a bi-monthly basis (every two (2) months) for all hours worked. Hours worked only include hours physically worked and do not include any approved leaves (paid or unpaid) in that two (2) month period.
- 5) Payment will be made on the first paycheque of June 2023, August 2023, and October 2023.
- 6) For any new hires into the bargaining unit, they will be ineligible to start accruing this wage uplift until the first of the month following the completion of their probationary period.
- 7) This is on a without prejudice or precedent basis to decisions that the parties may take in identical or similar situations in the future.

Signed on this date May 12, 2023

Signed on Behalf of the Children First:  
Community Child Care Network Society

[Redacted Signature]

[Nancy King \(Apr 21, 2023 15:50 MDT\)](#)

Nancy King,  
Operations Manager

[Redacted Signature]

[JHuffman \(Apr 22, 2023 09:18 MDT\)](#)

Janet Huffman,  
President of the Board of Directors

Signed on Behalf of the Canadian  
Union of Public Employees, Local 2559

[Redacted Signature]

[Danielle Danis \(May 12, 2023 10:06 MDT\)](#)

Danielle Danis,  
President

[Redacted Signature]

[Swati Christian \(May 16, 2023 22:34 MDT\)](#)

Swati Christian.  
Vice President – Children First

KM:vlk/cope491

## LETTER OF UNDERSTANDING #5

Between

Children First: Community Child Care Network Society. (“the Employer”)

And

CUPE Local 2559 (“the Union”)

### **Article 18 – Payment of Wages**

---

Whereas the Parties are signatories to the Collective Agreement that expires June 30, 2024, and,

Whereas Clause 18.01 states that wages are paid in accordance with Schedule “A”.

It is agreed that:

- 1) The Employer will be introducing a temporary wage uplift of \$1.50 for each hour worked.
- 2) The reason for the uplift is to provide a temporary retention initiative to all Bargaining Unit Members.
- 3) The wage uplift will start retroactively on October 1st, 2023 and will end on March 30th, 2024.
- 4) The wage uplift will be paid on a bi-monthly basis (every two (2) months) for all hours worked. Hours worked only include hours physically worked and do not include any approved leaves (paid or unpaid) in that two (2) month period.
- 5) Payment will be made on the first paycheque of December 2023, February 2024, and April 2024.
- 6) For any new hires into the Bargaining Unit, they will be ineligible to start accruing this wage uplift until the first of the month following the completion of their probationary period.
- 7) This is on a without prejudice or precedent basis to decisions that the Parties may take in identical or similar situations in the future.

Signed on this date Dec 14, 2023

Signed on Behalf of the Children First:  
Community Child Care Network Society



[Nancy King \(Nov 20, 2023 11:11 MST\)](#)

Nancy King,  
Operations Manager



[Janet Huffman \(Nov 20, 2023 11:46 MST\)](#)

Janet Huffman,  
President of the Board of Directors

KM:vlk/cope491

Signed on Behalf of the Canadian  
Union of Public Employees, Local 2559



[Danielle Danis \(Dec 14, 2023 12:51 MST\)](#)

Danielle Danis,  
President



[Swati Christian \(Dec 9, 2023 13:21 MST\)](#)

Swati Christian.  
Vice President – Children First