

**COLLECTIVE AGREEMENT**

**BETWEEN**



**AND**

**SEVEN OAKS CHILD DAY CARE CENTRE INC.**

**TERM OF AGREEMENT:**

**JANUARY 1, 2016 TO DECEMBER 31, 2018**

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THIS AGREEMENT MADE THIS 9 DAY OF January, 2017.

Between:

SEVEN OAKS CHILD DAY CARE CENTRE INC.  
(hereinafter called the "Employer")  
Party of the First Part;

and:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543  
(hereinafter called the "Union")  
Party of the Second Part.

**PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, realizing that the first consideration is the welfare of the children of the facility,

AND WHEREAS it is the desire of both parties that these matters be drawn up in an Agreement,

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

**ARTICLE 1 - DEFINITIONS**

101 "Employee" means a person who is employed by Seven Oaks Child Day Care Centre Inc. within the scope of this Agreement.

102 "Casual employee" means a person who is called in occasionally by the Employer on an unscheduled basis to replace absent employees. Casual employees will be paid no less than the start rate of pay for Level I aide position and will not be covered under the Collective Agreement.

103 "Full-time employee" means an employee who regularly works the full prescribed hours of work as per Article 1501.

104 "Part-time employee" means an employee who is scheduled to work less than the full prescribed hours of work on a regular and recurring basis.

105 "Temporary employee" is one who works for a specific period time, not more than one (1) year in duration. This period may be extended if the employer so requests and the Union agrees.

106 The term "Employer" shall mean Seven Oaks Child Day Care Centre Inc.

107 The term "Union" shall mean the Canadian Union of Public Employees, Local 1543.

108 Probation of Newly Hired Employees

Newly hired full-time employee(s) shall be on a probationary basis for a period of three (3) months from the date of hire. Part-time employees shall be on a probationary period of four (4) months from the date of hire. The above probationary periods, at the discretion of the Employer, may be extended for a period not to exceed thirty (30) days. Such discretion will not be unreasonably used.

109 Plural and Masculine Terms May Apply

Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

110 Inclusion and Support Staff shall be considered temporary employees. The Inclusion and Support Staff will be covered under the Collective Agreement.

The Inclusion and Support Staff will be paid according to the salary scale dependent upon funds received from the Provincial Day Care Office. Untrained staff in this position will be placed at the assistant aide classification and trained staff in their appropriate classification.

**ARTICLE 2 - MANAGEMENT RIGHTS**

201 The Union recognizes that it is the sole right of the Employer to exercise its function of management, which shall include, without limiting the generality of the foregoing, the right to:

- (a) direct the work of its employees;
- (b) hire, promote, demote and discipline, suspend or discharge for just cause and increase or decrease the working force;
- (c) assign the jobs, transfer employees from job to job and designate the place of work;

- (d) determine the methods, duties and schedules of work and to determine job content and classification;
- (e) determine the number and classification of employees at any work station;
- (f) make, alter and enforce rules and regulations;
- (g) establish standards of volume, level or quality of work performance.

The Employer agrees to exercise the foregoing rights reasonably, fairly, in good faith and in a manner consistent with this Agreement as a whole.

**ARTICLE 3 - RECOGNITION AND NEGOTIATIONS**

301 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1543 as the sole and exclusive collective bargaining agency for all of its employees covered by Manitoba Labour Board Certificate No. 5635 issued September 8, 2000 and/or listed in Schedule "A".

302 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in cases mutually agreed upon by the parties or in cases of emergencies as determined by the Employer. The Employer agrees not to use this clause in an unfair or unreasonable manner.

303 Part-time and Temporary Employees

This Collective Agreement is fully applicable on a pro rata basis to all part-time and temporary employees.

304 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or her representative, which may conflict with the terms of this Collective Agreement.

**ARTICLE 4 - NO DISCRIMINATION/NO HARASSMENT**

401 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.

402 The parties agree that there shall be no discrimination based on:

- Ancestry, including colour and perceived race
- Ethnic background or origin
- Age
- Nationality or national origin
- Political belief, association or activity
- Religion or creed
- Sex, including pregnancy
- Marital status or family status
- Sexual orientation
- Physical or mental disability
- Place of residence
- Membership or non-membership or activity in the Union.

403 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by the Employer, the Union and the employee(s).

404 The definition of harassment shall consist of the definition contained in the *Human Rights Code* and shall further include the definition of harassment set out in the Respectful Workplace Policy.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual. Should the Employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

- 405
- (a) It is agreed that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, nor by reason of her membership or non membership or activity in the Union.
  - (b) It is agreed that should a question arise regarding bona fide occupational qualifications, the parties will jointly apply to the Manitoba Human Rights Commission for an advisory opinion as provided for in the Manitoba *Human Rights Code*.

**ARTICLE 5 - CHECKOFF OF UNION DUES**

501            Checkoff of Payments

The Employer shall deduct from every employee any monthly dues, initiations, or assessments levied, in accordance with the Union Constitution and owing by her to the Union. Such dues, initiations or assessments must conform with the Employer's payroll system.

502            Deductions

Deductions shall be made biweekly and shall be forwarded to the Secretary-Treasurer of the Union not later than the last day of the month, accompanied by a list of the names and classifications of employees from whose wages the deductions have been made.

503            Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of union dues paid by each Union member in the previous year.

504            In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues, initiations or assessments so deducted and remitted and with respect to any liability that the Employer may incur as a result of such deductions.

**ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

601            New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and will introduce the new employee to the union shop steward. The steward or representative will provide her with a copy of the Collective Agreement.

602            Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes (at a reasonable time) during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and her responsibilities and obligations to the Employer and the Union.

**ARTICLE 7 - UNION MANAGEMENT COOPERATION COMMITTEES**

701 Labour Management Committee

The Union and the Employer will call a Labour Management Committee meeting when necessary to deal with issues other than negotiations or grievances. Both parties agree to jointly chair said meetings at a mutually agreed to place and time.

702 Health and Safety Committee

A Health and Safety Committee shall be established as per the Manitoba *Workplace Safety and Health Act*.

**ARTICLE 8 - LABOUR MANAGEMENT RELATIONS**

801 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) calendar days after the request has been given.

802 Time Off for Meetings

Due to the fact that the Board of Directors of Seven Oaks Child Day Care Centre Inc. is comprised of volunteer members, meetings to discuss negotiations will not normally take place during regular working hours. Employees will not be entitled to a leave of absence or basic pay to attend negotiations as representatives of the Union when these meetings take place outside of regular working hours.

803 Representative of Canadian Union of Public Employees

The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Canadian Union of Public Employees when negotiating or dealing with matters concerning this Agreement.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

901 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint officers, whose duties shall be to assist any employee which the Union represents, in preparing and in presenting his/her grievance in accordance with the Grievance Procedure. The Union will supply the Employer with a list of union shop stewards.

902        Definition of Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) covered by this Agreement.

903        Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Within twenty-one (21) calendar days after the cause of the grievance occurs, the grievor shall attempt to resolve the dispute with the director as per Step I of this Article.

In the event of a grievance originating while the employee is on an approved leave of absence from work, such grievances must be lodged within fourteen (14) calendar days of return.

Step I

The grievor and the director shall first seek to resolve the dispute.

Step II

Failing a satisfactory settlement in Step I the grievance will then be sent to the director, in writing, who shall render a decision within seven (7) calendar days following receipt of the grievance.

Step III

Failing a satisfactory settlement within the time limits set out in Step II the grievance will be submitted, in writing, to the board of directors. The Board of Directors shall render a decision, within one (1) calendar week following the next regularly scheduled board meeting following receipt of the grievance. All replies to grievances shall be in writing.

Step IV

Failing a satisfactory settlement being reached in Step III the Union may refer the dispute to arbitration.

## ARTICLE 10 - ARBITRATION

### 1001 Nomination of Arbitrator

- (a) When either party requests that a grievance be submitted to arbitration the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee as sole arbitrator. Within five (5) days thereafter, the other party shall answer by registered mail indicating its agreement or disagreement.
- (b) Unless both parties agree to the selection of a sole arbitrator within five (5) days following the matter being referred to arbitration, each party shall in the next five (5) days give notice to the other party in writing naming its nominee to the Arbitration Board.
- (c) The two (2) named members of the Board shall, within five (5) days name a third member of the Board who shall be Chairperson.
- (d) In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.
- (e) The Arbitration Board or the sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- (f) The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision.
- (g) The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.

### 1002 Expenses of Arbitrator

Each party shall pay one-half (1/2) the fees and expenses of the arbitrator.

### 1003 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

1004 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

**ARTICLE 11 - SENIORITY**

1101 Seniority shall be defined as the total accumulated regular paid hours (regular paid hours shall be defined to mean all hours worked which are paid at a non-overtime rate of pay) calculated from the date the employee last entered the service of the Employer.

1102 Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff and recall provided the employee has the ability, knowledge, qualifications, training and educational requirements for the job and a good employment record. This applies to all vacancies within the bargaining unit.

1103 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:

- (a) paid leave of absence;
- (b) paid income protection;
- (c) unpaid leave of absences up to four (4) weeks - in the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave.

1104 Seniority will terminate if an employee:

- (a) resigns in writing and does not withdraw his/her resignation within two (2) days;
- (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
- (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer (such employee shall be permitted a maximum notice period of two (2) weeks) or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate (such employee shall be permitted a maximum of six (6) months to report);
- (d) is laid off for more than twenty-four (24) months;

- (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without an explanation satisfactory to the Employer;
- (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

1105 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of maternity leave or parental leave.

1106 Seniority will be retained but will not accrue if an employee:

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
- (c) is laid off for less than twenty-four (24) months;
- (d) is on the trial period of an out-of-scope position.

1107 The Employer agrees to 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 Representative, when requested, in writing.

1108 A temporary employee shall have seniority rights as follows:

- (a) A temporary employee shall have seniority rights equivalent to permanent employees in matters of hiring, transfer and promotion, provided the employee has the ability, knowledge, qualifications, training, and educational requirements for the job and a good employment record in accordance with Article 1102. Such seniority rights cannot be exercised over those permanent employees on staff at the date of the temporary employee's hiring.
- (b) A temporary employee shall not be eligible for transfer during her probationary period.

- (c) Temporary employees, which may include special needs child care workers, shall have seniority rights in matters of demotion, layoff and recall within their classification.
- (d) No employee shall be laid off or re-employed for the purpose of extending the period of temporary employment. Should a temporary employee become permanent or be re-employed as a temporary employee in her former position with a break in service of less than eight (8) weeks, her service will be connected for seniority purposes, providing the employee has not voluntarily resigned.

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

### 1201 Job Postings

When the Employer determines that a vacancy exists or a new position is created within the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy.

### 1202 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All listed criteria will be current.

### 1203 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, he/she shall be returned to his/her former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his/her former position, wage or salary rate without loss of seniority.

- (a) The trial period for full-time employees will be thirty (30) working days immediately following the transfer or promotion.

- (b) The trial period for part-time employees will be forty (40) working days immediately following the transfer or promotion.

1204 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The Union shall be notified of all promotions, hirings, layoffs, transfers, recalls and terminations of employment.

1205 Promotion

A promotion shall be defined as movement from one classification to another classification reflecting a higher rate of pay.

**ARTICLE 13 - JOB CLASSIFICATION AND RECLASSIFICATION**

1301 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

1302 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior consultation with the Union.

1303 Changes in Classification

In the event that the Employer establishes or proposes to establish a new classification, or if there is a change in the job content or qualifications of an existing classification and providing that the new or revised classifications fall within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range.

1304 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Appendix "A" of this Agreement.

1305 If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.

- 1306 Failing agreement, the matter may be referred to arbitration in accordance with the Collective Agreement.
- 1307 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.
- 1308 At any time after an employee has been in a classification for three (3) months, she shall have the right to request a review of her classification, if she feels that the duties of the job have substantially changed from those of the classification job description.
- 1309 The Employer will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.
- 1310 If the decision given in Article 1309 is not satisfactory to the employee, she may then treat this request for change in classification as a grievance as laid out in the Collective Agreement.
- 1311 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of the job description.

#### **ARTICLE 14 - LAYOFFS AND RECALLS AND HOURS REDUCTION**

- 1401 When reducing staff, senior employees shall be retained providing they possess the ability, knowledge, qualifications, training and educational requirements sufficient to perform the required duties within their classification.
- 1402 The employees laid off in accordance with Article 1401 shall be recalled to work in order of seniority in positions for which they possess the ability, knowledge, qualifications, training and educational requirements sufficient to perform the required duties.
- 1403 The Employer will make a reasonable effort to locate laid off employees, based on the Employer's most current records. It is the responsibility of the employee to keep the Employer informed of his/her location.
- 1404 In the event of a layoff, employees (other than employees on probation and temporary employees) shall receive two (2) weeks' notice or pay in lieu of notice.
- 1405 Bumping
- Employees who have the seniority, ability, knowledge, qualifications, training and education shall be allowed to bump junior employees in the event of a layoff.

1406 Definition of Hours Reduction

A reduction of hours shall be defined as a layoff when the hours reduction exceeds one (1) hour per day or five (5) hours per week.

1407 Notice of Recall

Employees who have been laid off must maintain their current addresses and phone numbers with the Management of the Centre. Employees must respond to notice of recall within five (5) working days by phone or registered mail. The employee has ten (10) working days prior to reporting back to work. Failure to do so will result in the employee losing his/her right to be recalled.

**ARTICLE 15 - HOURS OF WORK**1501 Standard Daily Hours

- (a) The normal workday shall not commence before 7:00 a.m. nor finish later than 6:00 p.m. No shifts shall be spread over a period longer than eight (8) hours with a one (1) hour unpaid lunch break.
- (b) Employees shall be granted a preference of shifts based on seniority providing it does not interfere with the normal function of the Day Care.
- (c) Regular hours of work for all full-time employees will be:
  - (i) seven and one-half (7.5) hours per day, excluding meal periods;
  - (ii) seventy-five (75) hours per biweekly period, 1,950 hours annually;
  - (iii) of the total annual (1,950) paid hours and one hundred (100) hours will be allocated for preparation time\*;
  - (iv) seven (7) hours per day for aide position, and two and one-half (2.5) hours per month for staff meetings, and two and one-half (2.5) hours per month for preparation time, for a total of one thousand eight hundred and eighty (1,880) paid hours annually.

\*Preparation time is defined as any type of work that relates to the quality of the program. This may include reading preparation for daily activities, shopping, workshops, extra floor time, etc.

- (d) The parties agree that there will be one (1) staff meeting per month, without loss of pay to the employee. Either party may call additional staff meetings at a mutually agreed upon time.

- (e) The parties agree that employees may be required to attend a minimum of three (3) workshops, not to exceed six (6) hours annually, unless otherwise mutually agreed. There will be no loss of pay to the employees with these hours forming part of the preparation time allotment in 1501 (c) (iii).

1502 Paid Rest or Relief Periods

All employees shall be permitted one uninterrupted rest period per shift of twenty (20) minutes to be scheduled by the Employer.

- 1503 An employee reporting for work and finding no work available shall be paid three (3) hours at her basic rate of pay. However, when such employee works for any portion of her scheduled shift, she shall receive pay for that entire shift.

**ARTICLE 16 - OVERTIME**

1601 Overtime Defined

All time worked or hours spent attending work related functions, i.e. workshops plus travel time beyond the normal workday of seven and one-half (7.5) hours, seventy-five (75) hours biweekly, or on a holiday shall be considered as overtime for all full-time employees except aides who work seven (7) hours per day, seventy (70) hours biweekly.

Overtime to include late pickup, over-ratio and lunches. Coffee breaks to be paid at straight time rates. Employees required to stay overtime due to late pickup will get the applicable overtime rate or the late fees, whichever is greater.

1602 Compensation for Work after Regular Scheduled Hours

Overtime worked or hours spent attending work related functions, i.e. workshops plus travel time after the normal work day shall be paid for at the rate of time and one-half (1½) for the first four (4) hours and double time (2 x) after four (4) hours in any one (1) week. More than fifteen (15) minutes shall be deemed half (½) an hour of overtime. More than forty-five (45) minutes will be calculated as an hour.

- 1603 An employee who is absent on approved time off during his/her scheduled workweek for purposes approved by the Director, may do so without salary or at the discretion of the Director, work hours beyond the normal workweek.

1604 Calculating of Overtime Rates

An employee when working overtime as defined in Article 1601 shall have such overtime calculated as per the base rate of the classification the employee was working in when the overtime was incurred.

1605 Avoidance of Overtime

Both parties recognize that it is not in the best interests of the Day Care Centre to have employees work overtime and accordingly the Employer and employees will, wherever practical, take such steps as may be necessary to avoid the working of overtime.

**ARTICLE 17 - HOLIDAYS**1701 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Louis Riel Day	Canada Day
Remembrance Day	Good Friday	Civic Holiday
Christmas Day	Easter Monday	Labour Day
Boxing Day	Victoria Day	Thanksgiving Day

and any other day proclaimed as a holiday by the Federal or Provincial Government.

1702 In the event that the holidays in Article 1701 fall on a Saturday or Sunday, the Monday after the holiday, or the Friday before the holiday, if so designated by the Child Day Care Office, will be designated as the day off in lieu.

1703 Pay for Regularly Scheduled Work on a Holiday

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half (1½) plus another day off with pay, in lieu of holiday pay, at a time mutually agreed upon by the Employer and the employee.

1704 Subject to maintaining ratios, all staff of Seven Oaks Child Day Care Centre Inc. shall be entitled to receive either Christmas Eve or New Year's Eve off without loss of pay or benefits,

Subject to maintaining ratios, those staff scheduled to work on either day shall work only a three (3) hour shift on Christmas Eve, December 24<sup>th</sup> or New Year's Eve, December 31<sup>st</sup>. The Day Care Centre's hours of operation on those days will be 7:00 a.m. to 1:00 p.m. All full-time staff will work a three (3) hour shift with no loss of wages or benefits. Part-time employees to work a prorated shift.

**ARTICLE 18 - VACATIONS**

1801 The vacation year shall be in conjunction with the employee's anniversary date. Employees shall earn annual vacation with pay in accordance with credited seniority prior to the commencement of the vacation period as follows:

- (a) two (2) weeks after one (1) year of continuous employment;
- (b) three (3) weeks after two (2) years of continuous employment;
- (c) four (4) weeks after six (6) years of continuous employment;
- (d) five (5) weeks after nine (9) years of continuous employment;
- (e) six (6) weeks after eighteen (18) years of continuous employment.

1802 Employees shall accumulate vacation credits from the date of commencement of employment with the Employer.

1803 Vacation preference shall be submitted by March 1<sup>st</sup> of each year. The vacation schedule shall be posted by April 15<sup>th</sup> of each year. Employees shall be granted a preference of vacation based on seniority. There may be an overlapping of holidays, from June 1<sup>st</sup> to August 31<sup>st</sup>, to accommodate staff receiving two (2) weeks' vacation during the summer months.

1804 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, she/he shall be allowed an additional day's paid vacation.

1805 Vacation Pay on Termination

An employee terminating his/her employment at any time in his/her vacation year, before she/he has had his/her vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation at the rate of:

Two (2) weeks per year	-	four percent (4%) of basic pay;
Three (3) weeks per year	-	six percent (6%) of basic pay;
Four (4) weeks per year	-	eight percent (8%) of basic pay;
Five (5) weeks per year	-	ten percent (10%) of basic pay;
Six (6) weeks per year	-	twelve percent (12%) of basic pay.

1806 An employee who has not completed one (1) year of service as of March 31<sup>st</sup> of any year shall be entitled to vacation credits calculated at point eight-three (0.83) days per month of service up to March 31<sup>st</sup>.

1807 Approved Leave of Absence during Vacation

Where an employee qualifies for sick leave, bereavement leave or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. The Day Care may require a doctor's certificate in the case of sick leave.

1808 Vacation Preference and Carry Over

Employees shall be granted a preference of vacation based on seniority. The vacation schedule shall be approved by the Director. At the employee's request and with the Director's approval, up to two (2) weeks of vacation leave may be carried over for up to six (6) months into the following employment year.

**ARTICLE 19 - INCOME PROTECTION**

1901 An employee who is absent from scheduled work due to illness or disability, quarantine, or medical, dental or chiropractic examination or treatment or because of an accident or illness for which compensation is not payable under the *Workers' Compensation Act* shall be entitled to her regular basic pay to the extent that she has accumulated income protection credits. Appointments for these examinations or treatments should be made whenever possible outside of working hours.

This clause is subject to the following conditions:

- (a) Whenever possible, reasonable notice for medical, dental or chiropractic examinations or treatment will be one (1) day, except in cases of emergency and/or depending on the ability to arrange for appointments with lesser notice.
- (b) As soon as an employee is aware of a date on which hospitalization will occur, she shall notify the Employer forthwith of this date and any changes thereto.
- (c) An employee who will be absent from scheduled work due to illness as stated in the first paragraph, except as covered under (a) and (b) above, must notify her supervisor at least one (1) hour prior to the starting time of her scheduled shift. More notice may be required depending on the shift to be covered and the staffing required for same.

1902 Full-time employees shall accumulate income protection credits at a rate of one and one-quarter (1.25 days per month with a maximum of **fifty (50)** days.

- 1903 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of income protection utilization.
- 1904 Part-time employees shall accumulate income protection credits on a pro rata basis.
- 1905 An employee shall accumulate and be entitled to use paid income protection days for any sickness occurring during the probationary period. Employees shall not be entitled to the benefits of the MCCA benefit package until they have successfully completed the probationary period.
- 1906 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to normal duties or to determine the approximate length of illness or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. The Employer will not require a certificate for absences of less than three (3) consecutive days except in cases where the pattern of absence would cause the Employer to suspect abuse. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits.
- 1907 All paid income protection will be deducted from accumulated credits to the nearest hour.
- 1908 An employee, other than probationary, who is eligible for short term disability shall be placed on short term disability.
- 1909 Upon written request the Employer shall provide the employee in writing of the amount of her accrued income protection.
- 1910 Family Illness
- An employee may utilize up to ten (10) days' income protection per calendar year for the purpose of providing care in the event of an illness of a spouse, dependent child, parent or person who has the employee as the primary caregiver. **A "Request for Income Protection Form" must be completed and approved by the Employer.**
- A primary caregiver is defined as one who either temporarily or on a regular and reoccurring basis provides care and assistance to the person. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.
- Income protection that may be utilized for this purpose is limited to days earned in excess of three (3) days during the employee's first year of employment.

1911 Upon retirement, employees with **forty-five (45) to fifty (50)** days accumulated in their income protection bank shall be entitled to cash out a maximum of five (5) days.

## **ARTICLE 20 - LEAVES OF ABSENCE**

### 2001 Paid Bereavement Leave

- (a) An employee shall be granted five (5) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent and grandchild. Where the burial occurs outside the city, such leave shall include as well, reasonable travelling time, with salary not to exceed an additional two (2) days.

One (1) bereavement leave day may be retained at the employee's request for use in the case where actual internment or cremation is at a later date.

An employee shall be granted one (1) regularly scheduled work day leave without loss of salary or wages in the case of a death of an aunt, uncle and any other relative.

- (b) Employees will be entitled to attend a funeral with pay up to one (1) day as a pallbearer.
- (c) Employees will be entitled to four (4) hours with pay to attend the funeral of a non-relative. If additional travelling time is requested this shall not be unreasonably denied.

### 2002 Service Requirements for Maternity or Parental Leave

An employee shall qualify for maternity or parental leave after seven (7) consecutive months of employment. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy subject to her ability to carry on the necessary functions of employment prior to the maternity leave defined in the Labour Laws of Manitoba leave of absence without pay and with no loss of seniority shall be granted.

2003 Length of Maternity or Parental Leave

The Employer shall grant an employee maternity leave and parental leave, without pay, in accordance with the *Employment Standards Code* of Manitoba, subject to the condition that such employee must have completed twenty-six (26) weeks' continuous employment with the Employer as of the intended date of the leave unless otherwise agreed by the Employer.

2004 Seniority Status during Maternity or Parental Leave

While on maternity or parental leave an employee shall retain his/her full employment status and accumulate seniority under this Collective Agreement.

2005 During the period of maternity or parental leave the Employer shall continue to pay the Employer portion of group life insurance.

2006 On return from maternity or parental leave, the employee shall be placed in her former classification at the appropriate salary level.

2007 Procedure upon Return from Extended Maternity or Parental Leave

Employees shall provide the Employer with at least four (4) weeks' notice in case of maternity/parental leave of more than one (1) year.

2008 Pay for Extended Maternity or Parental Leave

An employee may choose to receive up to five (5) days payment of normal weekly salary from accumulated sick leave credits. This would be in accordance with the *Employment Insurance Act*.

2009 Adoption Leave

The Employer shall grant an employee adoption leave, without pay, in accordance with the *Employment Standards Code* of Manitoba, subject to the adoption of a child and providing the employee applies in writing to the Employer at least four (4) weeks prior to the commencement of the intended leave. The employee may commence adoption leave upon shorter notice provided the application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

2010 Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write Employer approved examinations to improve qualifications in the service. Employees who are instructed to attend conferences, seminars, lectures, etc. on their own time shall be granted equivalent time off. Educational costs, which are paid by the Day Care Centre in full, are subject to Employer approval.

St. John's Ambulance First Aid CPR Training

The Employer agrees to pay for the upgrading or taking of the first aid course and or CPR course and any other course deemed necessary to perform their duties. These costs shall be paid by the Employer and shall be done during prep time.

2011 Leave of Absence for Union Functions

Upon three (3) weeks' prior written request to the Employer, an employee elected or appointed to represent the Union at a Convention or other Union function, shall be granted necessary leave of absence with pay provided that leaves of absence for Union business during July and August are compatible with the vacation schedule of all other employees. The Employer will continue to pay the employee subject to total recovery of payroll and related costs from the Union.

2012 Leave of Absence for Full-time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed a leave of absence without loss of seniority during his/her term of office.
- (c) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted a leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during her term of office. Such employee shall receive his/her pay and benefits as provided for in this Agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

2013 Jury and Witness Duty

An employee required to serve as a juror or subpoenaed as a witness in any court of law shall receive leave of absence at her basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

2014 Special Leave

An employee shall be granted special leave up to a maximum of five (5) days per year, taken from sick leave credits, for personal or family emergencies.

2015 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to eight (8) weeks subject to the following conditions:

- (a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing one week prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two periods of leave totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
  - (i) the day the certificate is issued, or
  - (ii) if the leave was begun before the certificate was issued, the day the leave began; and

the family member requires the care or support of one (1) or more family members.

A copy of this certificate must be provided to the Employer.

- (f) A family member for the purpose of this Article shall be defined as spouse, common-law partner, same-sex partner, child, stepchild, parent, parent's spouse or common-law partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild and any other person described as "family member" in the Regulations pursuant to the *Employment Standards Code* of Manitoba.
- (g) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.
- (h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- (i) Seniority shall accrue during any period of leave under this Article.
- (j) An employee may use sick leave credits to cover the two (2) week waiting period before Employment Insurance Benefits commence.
- (k) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee shall revert to bereavement leave as outlined in Article 2001 of the Collective Agreement.
- (l) Notwithstanding all of the above, any existing provision in the Collective Agreement which provides superior coverage to an employee with regard to leave for illness in the family shall prevail.

2016 Two (2) days of leave without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.

This leave shall be taken within the two (2) calendar weeks following the child's date of birth or arrival in the home.

## **ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES**

### 2101 Payment of Overtime

Overtime payment or the equivalent time off shall be given to an employee within thirty (30) days of the date on which the overtime occurred. Said time off will be by mutual agreement.

2102 Pay Periods

Pay periods shall be every two (2) weeks. Pay days shall be every second Thursday. A deduction sheet shall be included with each paycheck. Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Collective Agreement.

2103 Notice of Termination

- (a) An employee may terminate her employment with the Facility by giving two (2) weeks' written notice, exclusive of vacation.
- (b) Employment may be terminated with lesser notice or without notice:
  - (i) by mutual agreement between the Employer and the employee; or
  - (ii) during the probationary period of a new employee without recourse to the grievance procedure; or
  - (iii) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- (c) The Employer may give equivalent basic pay in lieu of notice or deduct from an employee's termination pay an amount equal to her basic pay for the period which she gives inadequate notice of termination.

**ARTICLE 22 - GENERAL CONDITIONS**2201 Liability Insurance

The Employer shall provide and pay for liability insurance to cover employee(s) in the case of actions arising out of their required duties

2202 Bulletin Boards

The Employer shall provide a bulletin board, which shall be placed so that all employees have access and on which the Union shall have the right to post notices of meetings and other union related information as may be of interest to employees. The Union agrees not to post any derogatory notice on the board.

2203 For WCB Claims Filed after Date of Ratification of this Agreement

An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.

An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers' Compensation Board (WCB). Workers' Compensation payments will be paid directly to the employee by WCB.

2204      Storm Leave

The Employer shall grant leave of absence with pay to an employee prevented from reporting to duty due to storm conditions which make all roads impassable, provided a public announcement to this effect is made by a civil authority or when the Seven Oaks School Division closes.

**ARTICLE 23 - PAY ON TEMPORARY TRANSFERS, HIGHER RATED JOB**

2301      When an employee is relieving in a position or performs the principal duties of a higher paid position she/he shall receive an increase of one dollar and fifty cents (\$1.50) per hour increase over and above their normal rate of pay. This increase will take effect no matter the length of time relieving in a higher paid position. The employee shall be deemed to be covered by the Collective Agreement.

**ARTICLE 24 - TERM OF AGREEMENT**

2401      This Agreement shall be for a three (3) year period and be effective from January 1, **2016** and shall continue in effect up to and including December 31, **2018** and shall terminate as of that date.

Where either party wishes to negotiate a renewal of this Agreement, the party giving notice agrees to deliver to the other written proposals at least thirty (30) days prior to the termination of the Agreement.

Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.

2402      Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

2403 No Work Stoppage - No Lockout

It is agreed that there shall not be a work stoppage of any kind either complete or partial during the period of this Agreement.

It is further agreed that there shall not be a lockout during the period of this Agreement.

**ARTICLE 25 - EMPLOYER SHALL NOTIFY UNION**

2501 The Union recognizes the right of the Employer to set policies, rules and regulations. The Employer agrees that Centre policies must not conflict with the terms of the Collective Agreement.

2502 Board Meeting Minutes

Copies of all resolutions adopted by the council/board which affect the members of this union are to be forwarded to the Union Shop Steward.

**ARTICLE 26 - POLICY RE SUSPECTED CHILD ABUSE**

2601 The Director may suspend either immediately or within a reasonable period thereafter and may recommend for discharge employees suspected of child abuse, provided the Employer does not use this clause in an unfair or unreasonable manner.

2602 Employee shall be informed in writing of the complaint/allegation.

2603 Employee shall have the right of Union representation if she so wishes.

2604 If the employee is suspended while the Employer is conducting an investigation, the suspension will be with pay.

2605 If after the investigation a period of suspension is deemed warranted as discipline, those days of suspension will be without pay.

2606 If charges are proven to be untrue, no mention of the incident will be placed in the employee's personnel file.

**ARTICLE 27 - DISCHARGE, SUSPENSION, DISCIPLINE AND ACCESS TO PERSONNEL FILES**

- 2701 An employee may be discharged or suspended for just cause only upon the authority of the Executive Director or designate. Such employee shall be advised promptly in writing of the reason for her dismissal or suspension, with a copy being sent to the Union Representative.
- 2702 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative if she so desires.
- 2703 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.
- 2704 Upon written request, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file at her own expense.
- 2705 An employee accompanied by a Union representative if she so elects, may examine her personnel file on request. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 2706 The Employer shall maintain one (1) personnel file for each employee.

**ARTICLE 28 - LUNCH PROGRAM**

Employees who have children enrolled at the Centre will not be obligated to pay for the lunch program.

**ARTICLE 29 - ANNUAL AUDIT**

A copy of the annual audit for the Day Care shall be given to the Shop Steward.

**ARTICLE 30 - ALL RIGHTS AND PRIVILEGES**

All rights, benefits and privileges currently enjoyed by the members of the bargaining unit should continue until both parties agree to change them.

**ARTICLE 31 - PENSION PLAN**

3101           Should the Employer receive funding from any level of government for the specific purpose of providing a pension plan or pension contributions, the Employer and Union will undertake to investigate inclusion into the CUPE Multi-sector pension plan.


**ARTICLE 32 - PERSONAL LEAVE DAYS**

3201           The Employer agrees to accommodate one (1) personal leave day for each employee in **the first fiscal year of employment**, to be taken from days accrued in their income protection bank. **The employee must have no less than three (3) days in their bank from which to withdraw the personal day.** This day must be booked in advance and will be approved based on Centre needs. The day cannot be carried over to the next fiscal year.


**In the second and all subsequent years of employment the Employer agrees to accommodate two (2) personal leave days in every fiscal year, to be taken from days accrued in their income protection bank. The employee must have no less than six (6) days accrued in their income protection bank from which to withdraw these personal days. These days must be booked in advance and will be approved based on Centre needs. These days cannot be carried over to the next fiscal year.**

Dated at Winnipeg this 9 day of January, 2017.

**SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1543**

  
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**SIGNED ON BEHALF OF  
SEVEN OAKS CHILD DAY CARE  
CENTRE INC.**

  
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**SCHEDULE "A" - WAGES**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543  
SEVEN OAKS CHILD DAY CARE CENTRE INC.  
EFFECTIVE JULY 1, 2015**

<i>Classification</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>	<i>Level 5</i>	<i>Level 6</i>
<b>Pedagog Leader/Program Supervisor</b>	\$ 20.21	\$ 20.81	\$ 21.44	\$ 22.08	\$ 22.74	\$ 23.42
QE Team Leader	18.76	19.32	19.90	20.50	21.11	21.75
ECE III	17.41	17.93	18.47	19.03	19.60	20.18
ECE II	16.90	17.41	17.93	18.47	19.02	19.59
Assistant in Training	13.48	13.89	14.31	14.73	15.18	15.63
Assistant	12.21	12.58	12.95	13.34	13.74	14.15
Nutrition Aide	11.00	11.33	11.67	12.02	12.38	12.75

Please note that all classifications are paid at 1,950 hours/year with the exception of Aide.

## SCHEDULE "B" - BONUS PAYMENTS

The Employer will, by September 30 of any calendar year, provide the Union with a copy of its audited financial report for the fiscal year ending March 31 of that same calendar year, together with a declaration of any current year surplus less any allocations made by the Board of Directors (as outlined in the body of this schedule), that is determined in the audited financial statement.

Each employee in the bargaining unit as of March 31 of that calendar year, who is still in the bargaining unit as of September 30 will be entitled to a cash bonus. Only those members in the Bargaining Unit paying dues or are members in good standing and employed at the time of disbursement shall be eligible for bonus payments.

For the purpose of distributing the surplus as a bonus, this article shall be the determining principle. The formula provided below is taken from the principles of the Major League Baseball Master agreement, which has jurisdiction over the allotment of World Series monies and how said monies are distributed.

The members of Local 1543 are to have the Employer declared surplus distributed based on the following principles:

$$\frac{\text{Surplus}}{\text{Total Shares}} = \text{One Full Share} \times \text{Share Percentage} = \text{Entitled Share}$$

An employee who worked more than nine (9) years during the applicable time period shall receive a 1.0 Full Share.

An employee who worked more than six (6) years up and to the end of the ninth (9<sup>th</sup>) year during the applicable time period shall receive a .75 Share.

An employee who worked more than three (3) years and up and to the end of the sixth (6<sup>th</sup>) year during the applicable time period shall receive a .50 Share.

An employee who worked more than two (2) months and up to the end of the third (3<sup>rd</sup>) year during the applicable time period shall receive a .25 Share.

No employee who has worked less than two (2) months in the fiscal period shall be entitled to a bonus for that year.

The share allocation for part-time employees shall be firstly based on their number of months/ **years** of employment. Their percentage share so determined shall then be multiplied by the employee's full-time equivalent percentage to determine their applicable share of the surplus pool.

The following is an example of the bonus distribution:

The surplus is \$10,000.00

Ten (10) employees worked ten (10) years =	10 x 1.0 shares	= 10.0 shares
Two (2) employees worked eight (8) years =	2 x 0.75 shares	= 1.5 shares
Four (4) employees worked five (5) years =	4 x 0.50 shares	= 2.0 shares
Four (4) employees worked two (2) years =	4* x 0.25 shares	= 1.0 shares
	<b>Total</b>	<b>= 14.5 shares</b>

\$10,000.00/14.5 shares	= \$689.65	Full share entitlement
	= \$517.24	¾ share entitlement
	= \$344.83	½ share entitlement
	= \$172.41	¼ share entitlement

\*includes one part-time employee based on the formula below

#### Part-time Formula

A part-time employee who worked at the Centre for a minimum of five (5) months would be entitled to a share of a full-time employee entitlement. For example, if an employee worked for the Centre for five (5) years and worked for 3.75 hours per day (i.e. was 50% FTE), the employee's entitlement would be a 0.50 share multiplied by 50% FTE resulting in a 0.25 share or \$172.41; if another employee worked for the Centre for five (5) months and worked for 3.75 hours per day (i.e. was 50% FTE) the employee's entitlement would be a 0.50 share multiplied by 25% FTE, resulting in a 0.125 share or \$86.20.

Time required to qualify for a share will be as outlined in Article 1103 including those on short term and long term disability. Time shall not count toward bonus as outlined in Article 1106.

This article shall not be read so as to limit in any way the Board's absolute discretion in any fiscal year to allocate funds to any one of the existing restricted fund reserves, to wind-up any of the existing fund reserves, or to create a new restricted fund reserve, or to provide non-bargaining unit employees with compensation, including bonuses prior to the determination of surplus for the year. The bonus will be issued on a separate cheque from an employee's normal paycheque.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SEVEN OAKS CHILD DAY CARE CENTRE INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543**


**RE: JOB SHARING**

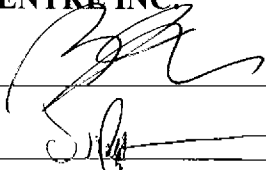
The parties agree that during the term of this Collective Agreement staff may have the option of job sharing subject to the approval of the Board of Directors.

Dated at Winnipeg this 9 day of January, 2017.

**SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1543**

**SIGNED ON BEHALF OF  
SEVEN OAKS CHILD DAY CARE  
CENTRE INC.**

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**SEVEN OAKS CHILD DAY CARE CENTRE INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543**

**RE: GOVERNMENT FUNDING**

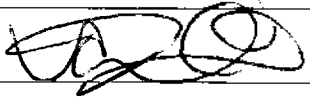
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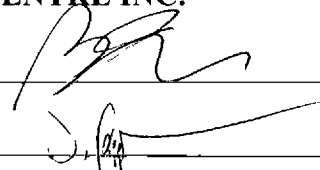
Should there be an increase in government funding during the life of this Agreement, from any level of government, the Employer agrees to meet with the Union to negotiate a wage increase. This increase will be reflected and form part of the Collective Agreement.

Dated at Winnipeg this 9 day of January, 2017.

**SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1543**

**SIGNED ON BEHALF OF  
SEVEN OAKS CHILD DAY CARE  
CENTRE INC.**

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**SEVEN OAKS CHILD DAY CARE CENTRE INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1543**

**RE: STAFF ATTENDANCE AT BOARD MEETINGS**

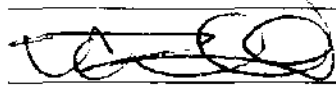
Management proposes that a staff representative be entitled to attend regular meetings of the Board. Staff participation will be considered strictly voluntary. There will be no compensation in the form of wages or time off for employees attending Board meetings.

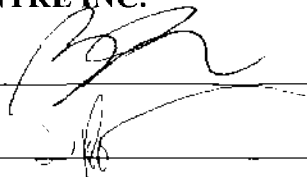
At any time it deems necessary, the Board of Directors, and at its sole discretion, may ask the staff representative to leave a Board meeting.

Dated at Winnipeg this 9<sup>th</sup> day of January, 2017.

**SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1543**

**SIGNED ON BEHALF OF  
SEVEN OAKS CHILD DAY CARE  
CENTRE INC.**

  
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