

Collective Agreement

between

Kinosao Sipi Minisowin Agency (KSMA)

(hereinafter referred to as the Employer and/or KSMA)

and

Manitoba Government and General Employees' Union

(hereinafter referred to as the Union and/or MGEU)

Local 448

April 1, 2022 to March 31, 2026

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This Agreement made this 23rd day of May of 2023.

between

Kinosao Sipi Minisowin Agency (KSMA)

(hereinafter referred to as the Employer and/or KSMA)

of the first part

and

Manitoba Government and General Employees' Union

(hereinafter referred to as the Union and/or MGEU)

of the second part.

KSMA is a mandated Child And Family Services Agency in Manitoba responsible to provide a full range of child protection and family support services to the children and families of the Norway House Cree Nation and Indigenous children and families residing in the Winnipeg Region from Provinces West of Manitoba. KSMA continually strives to deliver culturally appropriate programs and services.

The purpose of this Agreement is to maintain harmonious relationships between KSMA and members of the Union, to recognize the value of joint discussion and negotiation in matters related to compensation, pay ranges and working conditions and to provide an amicable method of settling any differences or grievances with respect to matters covered by this Agreement.

KSMA and the Union mutually agree as follows:

Article 1 Interpretation

In this Agreement, unless the context otherwise requires, the expressions listed have the following meanings:

1:01 "Accumulated Service" means the equivalent length of service acquired by the employee in accordance with the following:

- (a) Accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from KSMA where regular pay is maintained.
- (b) Accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including, but not limited to, suspensions without pay, worker's compensation and other leave situations.
- (c) Accumulated service must be continuous service.
- (d) One (1) year of accumulated service for employees in eight (8) hour per day classifications equals 2,080 hours of accumulated service.
- (e) An employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.

1:02 "Agreement" means this Agreement which may be referred to as the KSMA Agreement.

1:03 "Authorized Overtime" shall mean overtime authorized by a director, manager or supervisor and where the term "overtime" is used in this Agreement, it shall mean "authorized overtime".

1:04 "Calendar Service" means the length of continuous service from the employee's most recent date of hire to the present. Periods of lay-off, while not affecting the continuity of service, are not included in the calculation of calendar service.

1:05 "Casual Employee" means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis. Notwithstanding the foregoing, casual employees may be employed for a short duration to replace employees who are absent for any reason.

- 1:06** “Class” or “Class of Position” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can be reasonably applied to, all positions in the group.
- 1:07** “Continuous Service” means consecutive and contiguous days, weeks, months and/or years of employment with KSMA where there has been no break in service involving termination of the employee.
- 1:08** “Dismissal” means the removal for disciplinary reasons from a position of employment for just cause.
- 1:09** “Employee” means a person employed in a position in the bargaining unit.
- 1:10** “Employer” means the Board of Directors of KSMA and herein referred to as KSMA or as the Employer.
- 1:11** “Grade of Pay”, “Pay Range” or “Pay Grade” means a series of rates of remuneration for a class that provides for a minimum rate, a maximum rate, and such intermediate rates if any as may be considered necessary to permit periodic increases in remuneration and as set out in the respective salary schedules.
- 1:12** “Increment” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee, which unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates.
- 1:13** “Lay-off” means to temporarily or permanently remove an employee from a position of employment subject to the employee retaining such rights as set out under this Agreement.
- 1:14** “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.

- 1:15** “Position” means a position of employment with KSMA.
- 1:16** “Promotion” means a change of employment from one (1) position to another having a higher maximum salary.
- 1:17** “Regular Employee” means an employee who carries out and occupies a continuing function in a program and who has all the rights and privileges of permanent status.
- 1:18** “Transfer” means the removal of an employee from a position in a class and appointing the employee to another position in the same class or to another position in a different class having the same maximum rate of pay.
- 1:19** “Union” means the Manitoba Government and General Employees’ Union.

Article 2 Duration of Agreement

- 2:01** This Agreement shall become effective from and including April 1, 2022 and shall continue in effect up to and including March 31, 2026 and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.
- 2:02** Where notice for revision of this Agreement is given under Section: 01, parties agree to exchange proposals for the revision of the Agreement, no later than thirty (30) calendar days prior to the expiry date of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposal for the revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 2:03** All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the bi-weekly

pay period following the date of signing of this Agreement unless otherwise specified.

Article 3 Amendment to the Salary Schedule

3:01 During the term of this Agreement, amendments to the salary schedule resulting from the introduction of a new classification, or amendments to Appendix “A” of the Agreement in respect of exclusions from the terms of this Agreement shall be determined through negotiation between the parties hereto.

Article 4 Application of Agreement

4:01 KSMA recognizes the Union as the sole and exclusive bargaining agent for those Employees within the bargaining unit as certified by the Manitoba Labour Board under Certificate No. MLB-7307 and as well such further classes of employees as may be agreed upon by the parties during the term of this Agreement.

Article 5 No Discrimination

5:01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union or any other applicable characteristic as set out in *The Human Rights Code* (Manitoba).

Further, as set out in the Code, the Parties agree that there shall be no discrimination with respect to any aspect of an employment or occupation, unless the discrimination is based upon bona fide and reasonable requirements or qualifications for the employment or occupation.

5:02 All pay and benefit provisions in the Agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

Article 6 Management Rights

- 6:01** Except where expressly abridged, delegated or modified by a specific provision of this Agreement, the Union expressly agrees and recognizes that the Employer has retained the sole and exclusive right, power and authority to manage its operations in all respects including, without limiting the generality of the foregoing, the right to make, enforce and revise from time to time rules, regulations, practices, procedures and policies to be observed by Employees.
- 6:02** In administering this Agreement, KSMA shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 7 Union Business

- 7:01** It is agreed that it is desirable to promote a harmonious working relationship between the parties. To this end, KSMA will make every reasonable effort to grant leave of absence to employees to attend Union business. Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the employee's immediate supervisor. The Union will also provide a copy of the written request to the Director of Human Resources. Where possible requests shall be submitted five (5) business days in advance of any anticipated leave. Such leave will not be unreasonably requested or denied.
 - (b) Where such leave of absence has been granted the Union shall reimburse KSMA one hundred percent (100%) of the wages paid to such employees during the approved absence plus benefit costs according to the employee's previously scheduled hours with the time recorded as service for all benefits.

- 7:02** For time spent with KSMA representatives during negotiations of the KSMA Collective Agreement, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a time-off with pay basis.
- 7:03** Prior to the commencement of negotiations, the Union shall supply KSMA with a list of employee representatives for the KSMA Collective Agreement. Dependent on operational requirements, requested leave for such employees shall not be unreasonably denied.
- 7:04** Subject to the mutual agreement of the parties, the total number of employees referred to in Section :02 above may be changed provided any additional employees are on leave without pay or on wage recovery as per Subsection :01 (b).
- 7:05** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the Executive Director or designate.
- 7:06** KSMA agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Executive Director or designate shall have the right to remove any posted material if considered detrimental to the employer or contrary to KSMA's respectful workplace policy and shall provide notice of its removal to the Union.
- 7:07** Upon request, a Union representative shall be provided with the opportunity to meet with newly hired employees for up to twenty (20) minutes during regular working hours. The time shall be established by agreement subject to operational requirements.

Article 8 Rights of Stewards

- 8:01** "Steward" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

- 8:02** KSMA recognizes the Union's right to select stewards to represent employees.
- 8:03** The Union shall determine the number of stewards and the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure.
- 8:04** The Union agrees to provide KSMA with a list of stewards and any subsequent changes.
- 8:05** Stewards and employees shall not conduct Union business during their working time except as provided in Article 8:07 and 8:08.
- 8:06** The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 8:07** For complaints of an urgent nature, a steward shall first obtain the permission of the steward's immediate supervisor before leaving work to investigate such complaint. Such permission shall not be unreasonably sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor.
- 8:08** When it is necessary for a steward to investigate a complaint or grievance of an urgent nature which cannot reasonably be addressed after regular working hours, no deduction in salary shall be made from the steward or employee concerned for the first hour provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. Any additional time required to investigate the matter shall be granted on a time off without pay basis and shall be subject to wage recovery from the Union provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s).

8:09 KSMA recognizes the Union has instituted a steward program and that the Union will be discussing time off arrangements under Article 7:01 with KSMA, which will allow for stewards to perform their duties.

Article 9 Union Security

9:01 During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.

9:02 KSMA shall forward to the Union the amount of the dues deducted under Section :01 above on a bi-weekly basis per each applicable bi-weekly pay period system.

9:03 KSMA shall provide the Union on a bi-weekly basis per each applicable biweekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.

9:04 The Union agrees to indemnify and save KSMA harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by KSMA.

9:05 Notwithstanding any other provision in this Agreement KSMA shall, no later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, shown by classification groupings:

- (a) The name of each employee;
- (b) The classification of each employee; and
- (c) The current rate of pay of each employee.

Article 10 Joint Labour Management Consultation Committee

10:01 KSMA and the Union agree to the formation of a Joint Labour Management Committee in order that matters of a mutual concern can be discussed.

- (a) The Committee shall meet quarterly or such other frequency as may be agreed upon by the Committee. The Committee shall establish terms of reference governing scheduling of meetings, designation of Committee chairpersons, designation of alternate members if necessary and other such matters as may be required for the Committee to conduct its business.
- (b) The Committee shall not have jurisdiction over any matter of collective bargaining, or the administration of this Collective Agreement, and shall not have the power to add or modify this Collective Agreement.
- (c) The Committee shall not have the power to bind either the Union, the employees, or the Employer to any decisions or conclusions reached in their discussions.
- (d) The Union shall appoint up to two (2) members from the bargaining unit as members of the Labour Management Committee. The employees will not suffer any loss of pay for attendance at Labour Management Committee meetings.
- (e) KSMA shall appoint up to two (2) management members to the Labour Management Committee.
- (f) The MGEU Staff Representative, as well as the Human Resource Specialist will be standing committee members, in addition to the members from management and the bargaining unit.

Article 11 Recruitment and Appointment

11:01 For the purpose of this Article, “Qualifications” refers to education, knowledge, training, skills, experience and aptitude. “Ability” relates to overall qualities of an applicant with respect to the work to be done.

11:02 Where a vacant or new Position is filled through competition, the Employer will give first consideration to applicants employed by KSMA.

The selection for the vacant or new Position shall be based on the Qualifications, Ability, and prior work performance of the applicant.

The parties recognize the value to clients and the Employer in having Indigenous Employees provide care and services to Indigenous children and families. Therefore, if two (2) or more applicants for a vacant or new Position possess relatively equal Qualifications, Ability, and prior work performance, then, consistent with Section 11 and other relevant provisions of The Human Rights Code, the Employer may, from among those applicants, select a candidate who is Indigenous.

The parties also recognize the value of long-term service of employment to clients, the Employer and Employees. Therefore, if two (2) or more applicants for a vacant or new Position possess relatively equal Qualifications, Ability, and prior work performance, and are all Indigenous or all non-Indigenous, and the Employer intends to select one (1) of those applicants for the vacant or new Position, the applicant with the greatest number of years of service with the Employer shall be selected for the Position.

11:03 Notwithstanding Section: 02, first consideration for filling vacant or new Positions shall be given to persons on the re-employment list.

11:04 The notice shall state the closing date for applications, the location of the Position, the classification, the duties and responsibilities of the Position, the Qualifications required and the salary range. The Union will be provided with a copy of all notices as they are issued.

11:05 An Employee who is notified that he or she is not the successful applicant for a vacant or new Position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to the Human Resources Specialist. Such a request shall be made within ten (10) days of receipt of the notification that the Employee was not the successful applicant. An Employee who has been given the reasons for non-acceptance verbally

may then request that the reasons be provided in writing and the reasons shall be provided in writing by the Employer.

- 11:06** Where a vacant or new Position is to be filled through competition, a bulletin shall be posted for a minimum of ten (10) days. All Positions with a known duration of at least three (3) months will be posted and filled in a timely manner.
- 11:07** A regular Employee may apply for and be appointed to a term Position as a regular Employee provided that the KSMA has developed an employment plan which will return the Employee to the Employee's regular Position or an acceptable alternate Position on the expiration of the term.

Article 12 Probation

- 12:01** Subject to Section :08, every person appointed to a position shall be on probation for a period of six (6) months.
- 12:02** An employee's probation period may be extended by KSMA. Such extension may be for a maximum period of six (6) months.
- 12:03** An employee shall be notified in writing of any extension of the probation period under Section :02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a Union representative present.
- 12:04** An employee's probation period of six (6) months plus any extension shall be considered the initial probation period. This initial probation period shall not exceed twelve (12) months.
- 12:05** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The Employer shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances.

- 12:06** Where an employee has been rejected during probation following a promotion, then:
- (a) KSMA will place the employee on an employment availability list at the employee's previous classification for a period of one (1) year from the date of the rejection.
 - (b) During this period KSMA will endeavor to relocate the employee to the employee's former position if available or to a position comparable to the former position if available.
 - (c) The employee may only grieve the rejection if the employee has not been relocated to the former position or offered a comparable position prior to the effective date of rejection. The grievance shall be initiated at Step 2 of the grievance procedure within twenty-five (25) working days from the effective date of rejection.
- 12:07** An employee placed in the same or a comparable position pursuant to 12:06 shall be placed at the rate of pay held in the former position prior to the starting date of the promotion.
- 12:08** An employee shall not be required to serve a further probation period when:
- (a) The employee is promoted without competition as a result of reclassification of the employee's position;
 - (b) The employee initiates a transfer to a position in the same classification involving similar duties and responsibilities; or
 - (c) The Employer initiates the transfer or demotion of an employee from one (1) position to another for any reason.
- 12:09** An employee who is being rejected during the employee's probationary period shall be provided with two (2) weeks' notice or payment in lieu thereof.
- 12:10** An employee who is temporarily appointed to another position on an acting status basis is not considered to be on probation. If the employee is

subsequently promoted to that position, the period during which the employee was in acting status does not count towards the employee's probation period unless the employee was on acting status for a period in excess of ninety (90) consecutive days.

12:11 Subject to Sections :05 and :06, the rejection of an employee on probation is neither appealable or arbitrable, except in cases of discrimination.

Article 13 Term Employees

13:01 "Term Employee" means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.

13:02 Where the employment of a term employee terminates at the end of a specific term of employment, then:

- (a) KSMA shall not be required to give any notice or payment in lieu thereof; and
- (b) The employee shall not be required to give any notice of resignation.

13:03 Where a term employee is laid-off, then the following shall apply:

- (a) If the lay-off is at the end of a specific term of employment, no notice of lay-off is required.
- (b) If the lay-off is prior to the end of a specific term of employment, an employee will receive written notice prior to the lay-off or granted payment in lieu thereof based on the following:
 - (i) Four (4) weeks' notice to an employee with one (1) or more years of seniority; or
 - (ii) Two (2) weeks' notice to an employee with less than one (1) year of full-time seniority.

- 13:04** Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, KSMA will convert the employee to regular employment status.
- 13:05** An employee appointed to a term position shall be informed in writing as to the duration of the term. Where the term relates to the reasons set out in Section :07, the employee shall be so informed. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.
- 13:06** Where the employee is not to be converted in accordance with Section :04, the employee shall be notified in writing of the reasons prior to the completion of twenty-four (24) continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if the other conditions in Section :04 are not met. A meeting may be held with the employee to discuss the matter. The employee has the option to have a Union representative present.
- 13:07** Sections :04 and :06 do not apply where a term employee is replacing an employee who is absent for any reason.
- 13:08** KSMA representatives will meet with the Union between February 1 and March 15 in each year to review the status of all term employees with more than twenty-four (24) continuous months of service.

Article 14 Hours of Work

- 14:01** Employees shall work eight (8) consecutive hours per work day inclusive of a one (1) hour meal period and forty (40) hours per week. Normal office hours shall be 8:30 a.m. to 4:30 p.m. from Monday to Friday, inclusive.
- 14:02** Any variations to a work day or work week other than those described in this Article shall only be instituted with the mutual consent of the parties.

- 14:03** Employees will be entitled to two (2) paid rest periods of fifteen (15) minutes each per day, at such time as may be specified by their Supervisor or designate.

Article 15 Article 15 – On Call Duty

- 15:01** An employee who has been designated by the employer to be available on call during off duty hours, shall be entitled to payment of twenty-three dollars (\$23.00) for each twenty four (24) hour period or less of on call duties.
- 15:02** On Call duty shall be rotated fairly and equitably amongst all employees that are required to be on call, and no employee shall be scheduled for on call duty for a period greater than seven (7) consecutive days.
- 15:03** Employees required to provide on call duty shall have a minimum of a seven (7) day break period between each on call duty assignment, excluding the skeleton crew period where a separate coverage system is agreed to by all employees, during the winter holiday season of December and January of each year.
- 15:04** Employees scheduled for on call duty must be given a minimum of one (1) weeks' notice to alter the on call duty schedule.
- 15:05** No employees shall be scheduled for on call duty during their approved time off, with or without pay, this shall include but is not limited to, vacation and banked time off etc.

Article 16 Pay

- 16:01** The Employer shall pay its employees on a biweekly basis in accordance with the Salary Schedule.

In the event that an employee does not work a full pay period, the calculation of earnings shall be based on the hourly rate multiplied by the number of hours worked. Employees shall also be paid for any statutory holiday for

which they are eligible and leaves with pay falling within the period for which they have been approved.

- 16:02** (a) Except as provided in Section 16:02 (b), where an employee is promoted to a higher classification, the employee will be placed on the salary scale for the new classification at level 1.
- (b) Notwithstanding Section 16:02 (a), if the employee's prior rate of pay was greater than the wage rate payable at the first level of the new classification, the employee shall be placed at the next level in the new classification which exceeds the employee's former rate of pay.
- 16:03** Where, in special cases, the application of the general rules for placing an employee on a step of a pay range works an injustice or does not make adequate provision, KSMA shall consult with the Union and may make such provisions as may be necessary to maintain equity and parity among salaries of incumbents of such positions within the pay range of the classification.
- 16:04** It is recognized that in some cases, the first level of the wage rate in a classification will not be appropriate for certain applicants who by virtue of their Qualifications, Ability and prior work performance will have to be paid at a higher level, and who would not otherwise accept the offer of a position covered by the scope of this Agreement. If the Employer wishes to provide a new hire with wages greater than that provided for at the first level of a classification, it may do so after consultation with the Union.

Article 17 Merit Increases

- 17:01** "Merit Increase" means an increase in the rate of pay of an employee within the employee's pay range which will be granted in recognition of satisfactory service on the employee's anniversary date, or as may be altered by the terms of this Agreement, in which case the latter shall take precedence.
- 17:02** Subject to Section :03, the Anniversary Date of an Employee for the purposes of this Article shall be determined as follows:

- (a) For all Employees hired prior to April 1, 2022 – April 1.
- (b) For all Employees hired after April 1, 2022, the first of the month which follows the date on which the Employee is employed with KSMA.

- 17:03** The Anniversary Date for an employee affected by promotion shall become the first day of the month that falls on or after the effective date of the promotion of the employee and the employee shall be eligible for the employee's next merit increase twelve (12) months from the Anniversary Date established.
- 17:04** The effective date for an employee's merit increase shall be the first bi-weekly pay period following the Anniversary Date.
- 17:05** An employee will be eligible for a merit increase twelve (12) months from the employee's anniversary date established as per Section :02 provided the employee has accumulated 2080 regular hours of work during the twelve (12) month period. If an employee has not accumulated 2080 regular hours during that twelve (12) month period and has not received a merit increase, the employee is eligible for a merit increase at the next subsequent anniversary date twelve (12) months hence provided the employee has accumulated 2080 regular hours in the preceding twenty-four (24) month period. In a similar manner, an employee who has not accumulated 2080 regular hours over the preceding twenty-four (24) month period is eligible for a merit increase at the next anniversary date following the accumulation of 2080 regular hours.

A part-time Employee will be eligible for a merit increase upon the completion of the equivalent full time hours of work (2080).

Increments will not be delayed due to an unpaid leave of absence of four (4) weeks or less. Regular hours of work for the purpose of this calculation includes paid vacation, paid sick leave and other paid time off. Overtime hours are not included in the calculation of regular hours of work but will be counted if taken as paid time off.

- 17:06** Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be eligible for a merit increase under Section :05, the employee will be eligible for a merit increase on the first of the month following the date on which the employee accumulates the necessary regular hours of work. The effective date of the increase shall be the first day of the bi-weekly pay period following the first of the month.
- 17:07** Where a merit increase is not granted to an employee on the employee's Anniversary Date:
- (a) The employee shall be notified of the merit increase denial on or before the applicable Anniversary Date and shall be provided in writing with the reasons the merit increase was denied.
 - (b) The merit increase may be deferred and then granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date. Granting of the merit increase will be subject to a satisfactory re-assessment of performance. The effective date for such a merit increase shall be the first day of the bi-weekly pay period following the subsequent anniversary date referred to.
- 17:08** Employees that have had their anniversary dates moved April 1 of each year, shall maintain this date as their official anniversary date for the purposes of merit increases, unless changed pursuant to the provisions set forth above.

Article 18 Overtime

- 18:01** All overtime must be authorized by a supervisory official in advance, in writing, or if incurred in the event of a child protection or program urgency/emergency in which case the Employee will immediately notify his or her immediate supervisor.
- 18:02** A supervisory official may require employees under their authority to work overtime.

- 18:03** An employee who is required to work in excess of:
- (a) Eight (8) hours on a regular work day is entitled to compensation at a rate of one and one-half (1 ½) times for all hours worked in excess of eight (8) hours per day;
 - (b) Forty (40) hours per week is entitled to compensation at a rate of one and one-half (1 ½) times for all hours worked in excess of forty (40) hours per week.
- 18:04** An employee, if called out or scheduled to work overtime shall receive for the work, compensation for a minimum of two (2) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity. This provision does not apply to consultations covered by Section 18:05.
- 18:05** When an employee is consulted outside their regular working hours and is authorized to handle bona fide work related matters without returning to the workplace, the following shall apply:
- (a) An employee who has completed their regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate of a minimum of fifteen (15) minutes or actual time worked whichever is greater for each consultation logged.
 - (b) Employees consulted outside of their regular working hours shall document all communications received and shall submit a log of all such communications to their supervisor for processing.
 - (c) Consultations may occur during a non-stand-by period.
- 18:06** If agreed upon by the Employee and the Employer, overtime may be compensated by granting the employee the equivalent time off in lieu of payment. In the absence of an agreement, overtime will be paid at the applicable overtime rate.

- 18:07** A maximum of eighty (80) credit hours may be banked at any time at the applicable overtime rate (e.g. forty (40) overtime hours at a rate of time and one-half (1 ½) equals sixty (60) credit hours).
- 18:08** Time off in lieu of payment must be mutually agreed to by the employee and the supervisory official, subject to operational requirements.
- 18:09** A maximum of eighty (80) credit hours of banked overtime may be carried forward to the next fiscal year. (e.g. forty (40) overtime hours at a rate of time and one-half (1 ½) equals sixty (60) credit hours).
- Banked overtime must be taken as time off in lieu of payment, and will only be paid out in the event of termination of employment unless agreed upon by the Employer and the Employee.
- 18:10** Banked overtime will be carried forward from one fiscal year to the next. However, an employee may request to have banked overtime paid out at the end of the fiscal year.

Article 19 Holidays / Days of Observance

- 19:01** The following holidays shall be observed at KSMA:

New Year's Day	January 1
Louis Riel Day	Third Monday in February
Aboriginal Justice Day	Last Friday in February
Good Friday	Friday before Easter Sunday
Easter Monday	Monday after Easter Sunday
Victoria Day	Third Monday in May
Aboriginal Solidarity Day	June 21
Canada Day	July 1

Terry Fox Day	First Monday in August
Labour Day	First Monday in September
National Day for Truth & Reconciliation	September 30
Thanksgiving Day	Second Monday in October
Aboriginal Veterans Day	November 8
Remembrance Day	November 11
Christmas Day	December 25
Boxing Day	December 26

And any other holiday proclaimed by Federal or Provincial Statute.

For calculation purposes holidays shall be observed as indicated below:

- (a) Where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday;
- (b) Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

19:02 When December 24 falls on a Monday through Friday, the following shall apply:

- (a) KSMA work locations may be closed at 1:00 p.m. or operated at reduced staffing levels after 1:00 p.m. at the sole discretion of the Employer and provided services to the public are not affected.
- (b) Where the Employer requires an employee to work a full shift, the employee shall be entitled to one-half ($\frac{1}{2}$) day of compensatory leave to a maximum of four (4) hours.
- (c) The day shall be considered a full working day for calculation purposes.

Example: an employee on vacation will be deducted one (1) day's vacation credit for the day.

- 19:03** An employee is entitled to the employee's regular pay for a holiday on which the employee does not work unless the employee:
- (a) fails to report for work after having been scheduled to work on the day of the holiday; and
 - (b) is absent from work without the consent of the Employer on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.

If the employee has not been paid on a full time basis for the entire four (4) weeks prior to the holiday, the employee will be paid five percent (5%) of the wages earned during the four weeks immediately prior to the holiday.

- 19:04** If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section :03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half times (1½x) the employee's regular rate for the time worked on that day.
- 19:05** Subject to Section :06, and subject to the call-out provisions contained in the Overtime Article, an employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular holiday pay to which the employee may be entitled, if the employee is eligible for premium overtime, overtime compensation based on double time (2x) the employee's regular rate of pay for all overtime worked on the holiday.
- 19:06** Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.
- 19:07** The Employer, the Local President and the Staff Representative of the Union agree to meet each year between October 15th and 30th to discuss and come to a mutual agreement on the skeleton crew schedule that contains the

Christmas and New Year holiday to ensure a fair rotation of hours worked and hours off. In the absence of an agreement by November 30th, all employees will be required to work during the Christmas and New Year period as scheduled and directed by the Employer. In such cases where the Employer unilaterally schedules employees, the Employer will schedule employees in a fair and equitable manner.

Article 20 Ceremonial, Cultural or Religious Leave

- 20:01** An employee shall be entitled to apply on the appropriate leave form for up to four (4) days of vacation, banked time, or leave without pay in each fiscal year to attend traditional ceremonial, cultural or religious observances based on Employer approval and operational requirements. Such requests shall not be unreasonably denied.
- 20:02** The employee shall make every effort to give the longest notice period possible for leave under this Article, and shall actively cooperate in arrangements for the uninterrupted continuation of the expectations of their position. A minimum of five (5) weeks of notice is required. Leave under this Article shall not be carried forward into the next calendar year.

Article 21 Vacation

- 21:01** For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.
- 21:02** Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:
- (a) Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent

of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

21:03 Under no circumstances can an employee earn more than the maximum vacation credits that can be accumulated in any vacation year; i.e. ten (10), fifteen (15), twenty (20) or twenty-five (25) vacation credits per vacation year.

21:04 Annual vacation shall be earned as follows:

Entitlement		
Completed Months of Service	Annual Vacation	Credits per Month
1 month – end of 24 months	10 days	0.83 days
25 months – end of 36 months	15 days	1.25 days
37 months – end of 48 months	20 days	1.66 days
49 months onward	25 days	2.08 days

The pro-rata formula shall be applied to transition years in the calculation of vacation entitlement.

21:05 To calculate the number of vacation hours an employee has earned in a vacation year:

- (a) Determine the number of hours of accumulated service as determined in Section :02 that the employee has earned in a vacation year to a maximum of 2,080 hours;
- (b) Divide by 2,080;
- (c) Multiply by the employee's vacation leave credit accrual rate [i.e. ten (10), fifteen (15), twenty (20) or twenty-five (25)];
- (d) Multiply by the daily hours for the employee's classification [i.e. eight (8) and round down to the nearest quarter ($\frac{1}{4}$) hour].

Example: An employee has 1,920 hours of accumulated service in the vacation year, the employee's credit rate is fifteen (15) and the employee's classification is an eight (8) hour day classification $1,920 \div 2,080 \times 15 = 13.846 \times 8 = 110.768$ rounded down to 110.75 vacation hours eligible to be taken in the following vacation year.

- 21:06** An employee shall accumulate vacation credits from the date of commencement of employment.
- 21:07**
- (a) Subject to Section :07 (e) vacation leave shall be taken in the vacation year following the vacation year in which it is earned. However, with the approval of the Employer, vacation that has been earned in a vacation year may be taken in that vacation year.
 - (b) Under no circumstances shall vacation leave be taken in advance of when it was earned.
 - (c) Where operational requirements permit, vacation leave may be taken subject to the approval of the Employer.
 - (d) The Employer may authorize vacation to commence on any day.
 - (e) The Employer may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one (1) previous year's vacation entitlement.
- 21:08** Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.
- 21:09** Vacation leave may be requested and scheduled in accordance with the vacation scheduling policies of the Employer, as amended from time to time, subject to operational requirements. In determining operational requirements, the Employer has the sole discretion to determine how many employees within a Team or Unit may be absent on vacation at any given time. In the event of a conflict between the vacation requests of two or more employees, seniority of employment will be used to approve vacation.

Article 22 Sick Leave

- 22:01** The sick leave to which an employee is entitled shall accumulate:
- (a) During the first five (5) years of employment, at a rate of one (1) day per full month of consecutive employment
 - (b) After the first five (5) years of employment, at a rate of one point two five (1.25) days per full month of consecutive employment
- 22:02** Except as provided in Section 26 (Family Related Leave), an Employee shall be entitled to and shall receive sick leave without loss of pay from his or her accumulated sick leave only where the employee is unable to be at work and perform the Employee's regular duties as a result of personal illness or injury.
- 22:03** Where an Employee becomes ill while traveling on the job the Employee shall notify both his or her supervisor or designate and the appropriate community of his or her absence.
- 22:04** An Employee shall notify his or her immediate supervisor, or designate, as soon as possible and in any event no later than one half ($\frac{1}{2}$) hour prior to the commencement of his or her regular hours of work if the Employee is going to be absent due to illness or injury.
- 22:05** When an Employee has been absent for two (2) or more days, the Employer reserves the right to require a letter, in a form acceptable to the Employer, from a qualified medical practitioner to determine the approximate length of illness or as proof of illness.
- 22:06** Sick leave credits shall not accumulate during periods when the Employee is:
- (a) Absent on sick leave for a period of more than fifteen (15) consecutive days;
 - (b) Absent on leave without pay; or
 - (c) Absent on maternal/paternal/adoption leave.

- 22:07** Where an Employee has exhausted all his or her accrued sick leave and requires additional sick leave, the Employee may use his or her vacation leave or banked overtime. Where an Employee has no vacation leave time or banked overtime remaining, the Employee may be provided the time off without pay, which shall not be unreasonably denied or requested.
- 22:08** No financial compensation shall be given for accumulated or unused sick leave.
- 22:09** A newly hired Employee shall accumulate sick leave credits from the date of commencement of employment.
- 22:10** Any unused sick leave may be carried over to the following fiscal year to a maximum of twenty-five (25) working days. The maximum accumulation at any given time is twenty-five (25) working days.
- 22:11** An Employee in the first six (6) months of employment may be advanced up to five (5) days sick leave.

All such requests shall be made in writing to the Employee's manager. In the event that an Employee terminates prior to earning sick time advanced, the Employer may deduct same from any wages owing.

- 22:12** Whenever possible all medical, dental and optometry appointments are to be made on the Employee's day off or outside of the Employees regular working hours. If the above is not possible the Employee will endeavour to make the appointment at a time which is least disruptive to his or her work schedule.

In the event that time off for medical, dental and optometry appointments is required, the Employee shall provide the Employer with one (1) week notice or such shorter period of notice as is reasonable in the circumstances and time off shall be granted to the Employee to attend the appointment(s). Such time off shall be chargeable against the Employee's accumulated sick leave credits.

- 22:13** Where an Employee becomes ill during scheduled vacation, the Employer shall not grant sick leave and shall not credit the Employee with alternate days of vacation leave.
- 22:14** Notwithstanding Section :13, where an Employee is either hospitalized or incapacitated due to serious illness which necessitated urgent medical care and treatment for a period of three (3) days in length or longer during the Employee's schedule vacation, the Employee may request to be credited with alternate vacation days. If the Employee submits satisfactory proof of hospitalization or serious illness which is acceptable to the Employer, the Employer may credit the Employee with alternate vacation days and permit the Employee to utilize accumulated sick leave for the period of hospitalization or serious illness.

Article 23 Addictions

- 23:01** The parties recognize that alcohol, gambling, substance/drug and other addictions do occur and that such addictions have the potential to adversely affect an Employee's work performance. Subject to approval from the Employer, which shall not be unreasonably denied, an Employee may be granted leave to pursue treatment that involves time away from work for participation in residential, in-patient or out-patient services. An employee may use accumulated sick leave for part or all of the leave of absence for this purpose.

Article 24 Workers Compensation

- 24:01** An Employee is required to immediately notify both their manager and the Human Resources Specialist of any injuries occurring in the workplace and complete an incident report. Injuries that occur in the workplace may be subject to workers compensation as provided for by The Workers Compensation Act (WCB Act).

- 24:02** If an employee is absent from work as a result of an injury for which a Workers Compensation claim has been filed and provided the employee has sufficient sick leave credits, the following shall apply:
- (a) For the first fifteen (15) working days of the employee's absence, the employee will be placed on sick leave.
 - (b) Any amounts payable to the employee from Workers Compensation shall be remitted directly to KSMA.
 - (c) If the employee's Workers Compensation claim is approved the employee will be re-credited with ninety percent (90%) of the sick leave granted during the fifteen (15) day period.
- 24:03** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, sick leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond six (6) consecutive calendar months from the date the absence related to the injury or disability commenced.
- 24:04** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 24:05** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of KSMA if it is not covered by a medical plan, MPI or WCB.

Article 25 Bereavement Leave

- 25:01** (a) An employee shall be entitled to bereavement leave of ten (10) working days without loss of salary in the event of the death of a spouse, common law spouse, same sex partner, child or step-child.

(b) An employee shall be entitled to bereavement leave of three (3) working days without loss of salary in the event of the death of a parent, step-parent, mother-in-law, father-in-law, brother, step brother, brother in law, sister, step sister, sister in law, ward of the employee, grandchild, son in law, daughter in law, grandparent, aunt, uncle, niece, nephew, foster child or person permanently residing in the employee's household or with whom the employee permanently resides.

25:02 An employee who is entitled to bereavement leave under Sections :01, and :03 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.

25:03 Provided the employee has not received bereavement leave for the death in question pursuant to section :01, the Employee shall be entitled to bereavement leave up to a maximum of two (2) cumulative days per fiscal year without loss of salary to attend the funeral(s) for the death of other relatives, close friends, elders or prominent members of the community. In addition, in the event of such a death an Employee may request additional time off without pay or to use any banked time credits to attend a funeral if the employee has already used the two (2) days in the fiscal year.

25:04 An employee shall be entitled to additional bereavement or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred twenty-five (225) kilometres from the employee's home.

This article applies to Section :01 but not :03.

Article 26 Family Related Leave

26:01 An employee shall be entitled to up to four (4) days of leave with pay in each fiscal year, to attend to family responsibilities owing to an Immediate Family Member which are immediate, unavoidable and necessitate the employee's absence from work. The leave shall be for the purpose of providing care to an Immediate Family Member who is ill, injured or requires the employee to

accompany him or her to a medical appointment. The amount of leave is intended to cover the period until appropriate alternate arrangements can be made. The leave with pay will be charged against the employee's sick leave credits. Family Related Leave may be taken in one-half (1/2) or one (1) full day increments. If the employee has insufficient sick leave credits, the leave will be granted without pay.

Article 27 New Parent Leave

27:01 An employee shall be granted one (1) day's leave with pay, to attend to needs directly related to the birth of their child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of their child or the day of the birth parents admission to or discharge from hospital or such other days as may be mutually agreed.

This leave does not apply to an employee that qualifies for Maternity Leave under Article 28 or Adoptive Parent Leave under Article 29.

Article 28 Maternity Leave

28:01 An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B but not both.

28:02 In order to qualify for Plan A, a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment for or with KSMA;
- (b) Submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

28:03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Subsection :02 (c); or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Subsection :02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) KSMA may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the Employer.

28:04 An employee who has been granted maternity leave shall be permitted to apply up to a maximum of five (5) days of her accumulated sick leave against the Employment Insurance waiting period. Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the employee shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

28:05 In order to qualify for Plan B a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment for or with KSMA;
- (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery; and

- (d) Provide the Employer with proof that she has applied for Employment Insurance benefits and that the Department of Employment and Social Development Canada (ESDC) has agreed that the employee has qualified for and is entitled to Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.

28:06 An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:

- (a) She will return to work and remain in the employ of KSMA on a full time basis for at least six (6) months following her return to work;
- (b) If she does not take parental leave as provided in Article 30, she will return to work on the date of expiry of her maternity leave;
- (c) If she does take parental leave as provided in Article 30, she will return to work on the date of the expiry of her parental leave; and
- (d) Should she fail to return to work as provided above, she is indebted to KSMA for the full amount of pay received from KSMA as a maternity allowance during her entire period of maternity leave;
- (e) Should she return to work as provided above but fail to complete her return service commitment, she is indebted to KSMA for a pro-rated amount based on the number of months she has remaining on her return service commitment, rounded to the nearest full week.

28:07 At the employee's request the Employer may authorize an employee who has received maternity leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.

28:08 An employee who qualifies is entitled to a maternity leave consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Subsection :05 (c); or

- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Subsection :05 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

KSMA may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the Employer

28:09 During the period of maternity leave, an employee who qualifies is entitled to a Supplement to Employment Insurance (EI) Maternity Benefits as follows:

- (a) For the first week an employee shall receive eighty-five percent (85%) of her weekly rate of pay;
- (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and eighty-five percent (85%) of her weekly rate of pay; and
- (c) For the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits, an employee shall receive eighty-five percent (85%) of her weekly rate of pay provided the employee does not receive Employment Insurance Parental Benefits immediately following the exhaustion of the Employment Insurance Maternity Benefits.

If the employee receives Employment Insurance Parental Benefits immediately following the exhaustion of Employment Insurance Maternity Benefits, the employee shall receive eighty-five percent (85%) of her weekly rate of pay for the week immediately following the discontinuation of payments of Employment Insurance Parental Benefits; and

- (d) All other time as may be provided under Section :08 shall be on a leave without pay basis.

28:10 Plan B does not apply to term employees.

- 28:11** During the period of maternity leave, benefits will not accrue.
- 28:12** Section 57 and Sections 60 (1) through 60 (4) inclusive of The Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.

Article 29 Adoptive Parent Leave

- 29:01** An employee shall be granted one (1) day’s leave with pay to attend to needs directly related to the adoption of the child. At the employee’s option such leave shall be granted on the day of or the day following the adoption or such other day as may be mutually agreed.

Article 30 - Parental Leave

- 30:01** In order to qualify for parental leave, an employee must:
- (a) Be the natural mother of a child; or
 - (b) Be the natural father of a child; or
 - (c) Adopt a child under the law of a province.
- 30:02** An employee who qualifies under Section :01 must:
- (a) Have completed seven (7) continuous months of employment; and
 - (b) Submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- 30:03** An employee who qualifies in accordance with Sections :01 and :02 is entitled to parental leave without pay for a continuous period of up to sixty-three (63) weeks.
- 30:04** Subject to Section :05, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

30:05 Where an Employee takes a parental leave in addition to maternity leave, the Employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work, unless otherwise approved by the Employer.

Article 31 Leave of Absence Without Pay

31:01 The employer may grant reasonable leave of absence without pay to an employee for valid reasons upon receipt of a written request submitted to the employee's immediate supervisor, any such request shall not be unreasonably denied. The leave of absence must be for more not less than ninety (90) days and not more than twelve (12) months. The written request must be provided at least four (4) weeks' in advance of the requested commencement date of the leave.

31:02 An employee will retain bidding rights on internal job postings for the length of the approved leave. If the employee is the successful applicant, the employee may be required to end the leave of absence prior to the originally scheduled end date to commence working in the posted position.

31:03 Employees suffering from long term illness shall be granted a leave of absence without pay to satisfy the long term disability waiting period, and any appeals, when all sick leave credits have been expended.

31:04 Except as otherwise provided in this Agreement, when on leave without pay, employees shall not be entitled to earn vacation leave, sick leave, seniority, increments, or statutory holidays, but they will retain any vacation leave, sick leave, and credit towards increments which they had earned up to the time the leave of absence without pay was granted.

31:05 The employer recognizes the right of an employee to participate in elections and therefore upon written request to the employer shall grant leave of absence without pay as follows:

- (a) Where an employee is nominated as a candidate in a Federal or Provincial general election or by-election, they shall be granted leave for

a period commencing on the day in which the writ for the election is issued and ending ninety (90) calendar days after the day on which the results of the election are officially declared; and

- (b) Where an employee is nominated as a candidate in a Municipal election, they shall be granted leave for a period of not more than three (3) months.
- (c) Where an employee is nominated as a Candidate in a reserve election they shall be granted a Leave of Absence for a period of not more than three (3) months;
- (d) In the event that an employee is successful in an election as above (a), (b), (c) they shall resign effective the date of the successful election, but may in the future reapply for employment.

Article 32 Interpersonal Violence, Compassionate Care Leave, Other Leaves

32:01 Interpersonal Violence Leave

Employees who are victims of Interpersonal Violence may be entitled a leave from work. Interpersonal Violence Leave gives job protection to eligible employees to take time off work for specified purposes to address needs that arise from exposure to, or experiences of Interpersonal Violence.

Interpersonal Violence includes domestic violence, sexual violence and stalking. Each of these terms are described in *The Domestic Violence and Stalking Act and/or The Residential Tenancies Act*.

Entitlement to Interpersonal Leave will be subject to the provisions of *The Employment Standards Code*. Interpersonal Leave includes both paid and unpaid leave components, as set forth in the Code. If eligible for paid leave the amount paid to the employee must be no less the wages he or she would normally earn for their regular hours of work.

Information regarding Interpersonal Violence Leave can be obtained at the Manitoba Employment Standards website:

<https://www.gov.mb.ca/labour/standards/>

32:02 Compassionate Care Leave

An employee will be eligible to apply for unpaid compassionate care leave of up to twenty-eight (28) weeks to provide care for a critically ill family member. Entitlement to such leave will be subject to the provisions of *The Employment Standards Code*. Employees granted leave may also be eligible for Employment Insurance benefits for all or part of the leave pursuant to the *Employment Insurance Act* (Canada)

32:03 Other Leaves

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. These include but are not limited to Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* and Regulations thereunder. Employees granted leave may also be eligible for Employment Insurance benefits for all or part of the leave pursuant to the *Employment Insurance Act* (Canada).

Information regarding these leaves can be found at the Manitoba Employment Standards website at www.gov.mb.ca/labour/standards/.

Article 33 Court Leave

33:01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all witness fees received by the employee shall be remitted to KSMA.

Article 34 Employee Benefits

- 34:01** During the term of this Agreement, the Employer shall continue to provide a benefits plan for participation by employees subject to the terms and conditions of the plan contract and shall include the following:
- Employee Life Insurance
 - Dependent Life Insurance
 - Accidental Death and Dismemberment
 - Extended Health Care
 - Dental Care
 - Weekly Income (Short-term Disability)
 - Long-term Disability
- 34:02** The cost of the benefit plan will be shared fifty-fifty (50%/50%) between the employees and the Employer.
- 34:03** Full-time permanent employees shall be entitled to all benefits including the defined contribution pension plan at the commencement of their employment.
- 34:04** All plan documents shall be made available from the Employer to the employees and the Union. None of the plans shall form part of the Agreement.
- 34:05** During the term of this Agreement, the Employer shall continue to provide a defined contribution pension plan. For the duration of the collective agreement, employee contributions shall be maintained at seven point six percent (7.6%) for all employees with matching contributions by the Employer. Subject to the terms of the plan and applicable laws, employees can elect to make additional contributions that are not matched by the Employer.
- 34:06** Effective thirty (30) days after the date of ratification of this agreement, the employer agrees to provide for and pay the full cost of an external Employee Assistance Program, which will be made available to all employees covered by

this agreement. Participation shall be subject to the terms and conditions of the applicable plan contract.

- 34:07** It is agreed that any failure by the Employer to enroll members in the benefits plan shall entitle the Union to submit such failure to arbitration.

Article 35 Health and Safety

- 35:01** KSMA and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and these activities require the combined efforts of Employer, employees, and the Union.
- 35:02** KSMA will continue to provide its employees with safe working conditions, equipment and materials, and will continue to make every reasonable effort to ensure that all reasonable precautions are taken.
- 35:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 35:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employee's safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.
- 35:05** The Employer and the Union recognize the role of the Workplace Safety and Health Committee in accordance with The Workplace Safety and Health Act and Regulations, and will comply with the Committee's requirements in the Act and Regulations. The Committee may examine all aspects of safety and health measures in the workplace. Union representation on the Committee will be in accordance with the Act and Regulations.
- 35:06** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor

shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

- 35:07** (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to the employee's safety or health in the performance of the employee's work, the employee shall report that condition to the employee's supervisor.
- (b) The supervisor upon being notified under (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a health and safety committee at the workplace, the co-chairpersons may be asked to participate.
- (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact the Workplace Safety and Health Branch without delay.
- (d) If the employee refuses to work because of the employee's belief that the condition is dangerous, the employee must be available to perform other work assigned.
- 35:08** Where an employee has refused to perform work in accordance with Section :07, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal.
- 35:09** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections :06 and :07.
- 35:10** Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) Made a report under Section :07; and
- (b) Refused to work or continue to work under the conditions described under Section :07 provided a safety and health officer has reported in

writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to the employee's safety or health.

- 35:11** Where an employee willfully takes unfair advantage of the provisions described in Section :07, the employee may be subject to disciplinary action up to and including suspension or dismissal.

Article 36 Harassment Prevention and Respectful Workplace

- 36:01** The parties recognize that workplace harassment and disrespectful behaviour can jeopardize an individual's dignity, self-esteem and wellbeing and possibly undermine work relationships and productivity. Harassment can take many forms: it may involve individuals or groups and may occur between peers or supervisors/management and their reports. Harassment can be physical or psychological in nature.
- 36:02** The parties are committed to building and maintaining a diverse and respectful workplace, where all employees enjoy an environment in which the dignity and self-respect of every person is valued and which is free of harassment, discrimination, bullying, and free of offensive remarks, material, or behaviour.
- 36:03** Harassment means objectionable conduct that creates a risk to the health of an Employee or severe conduct that adversely affects an Employee's psychological or physical wellbeing.
- 36:04** Harassment is conduct that is:
- (a) Objectionable if it is based on race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin; or

(b) Severe if it could reasonably cause an Employee to be humiliated or intimidated and is repeated or in the case of a single occurrence, has a lasting harmful effect on an Employee.

36:05 The Employer, the Union and Employees agree that no form of harassment or violence shall be condoned in the workplace or in connection with the workplace. It is further agreed that all parties will work cooperatively to recognize and deal with these problems when they arise.

36:06 The Employer will educate the Employees on the Employer's Respectful Workplace Policy and Violence Prevention Policy. The Employer will investigate allegations of harassment and shall address them in an expeditious manner.

36:07 Upon completion of an investigation, the employee(s) who made allegations of harassment will be advised that the investigation has been completed and whether allegations were substantiated.

Article 37 Conduct of Employees

37:01 Each employee shall observe standards of behaviour consistent with the employee's function and role as an KSMA employee and in compliance with the terms of this Agreement.

37:02 Where an employee is absent without leave for a period of three (3) consecutive working days, the employee shall be considered to have abandoned his or her position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed the employee's regular duties.

37:03 Where an employee is habitually late or is absent during working hours without leave and fails to give satisfactory explanation for the lateness or absence, KSMA may take such disciplinary action, including suspension or dismissal, as is warranted.

Article 38 Staff Investigations

- 38:01** In the event the Employer or a third party is required to undertake an investigation of alleged Employee misconduct, and the Employer determines that the Employee is required to be removed from the workplace pending that investigation, the Employee shall normally be placed on a paid leave of absence. An Employee's status will be reviewed on a regular basis during the investigation process to determine whether the circumstances have changed to warrant an alteration in the Employee's employment or leave status.
- 38:02** There is an expectation that all employees will fully cooperate with the Employer or third party in the course of any investigation.
- 38:03** Where investigations are conducted by the Employer, the Employee under investigation will be apprised of the status of the investigation and the reason for any delays in the investigation process at the request of the Employee.

Article 39 Disciplinary Action

- 39:01** An employee shall only be disciplined for just cause.
- 39:02** An employee has the right to have a Union representative present at any meeting which is disciplinary, or may result in discipline.
- In addition to their Union representative, subject to the approval of the Employer in advance, an employee will also be allowed to bring in an external support person (i.e. Elder, Spiritual Support). An external support person will not be permitted where confidential information related to a client will be discussed at the meeting.
- 39:03** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.

- 39:04** An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.
- 39:05** The person to whom a grievance is made may:
- (a) Uphold the disciplinary action; or
 - (b) Vary the disciplinary action; or
 - (c) Determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- 39:06** No notice or payment in lieu thereof is required where an employee is dismissed.

Article 40 Grievance Procedure

- 40:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 40:02** A "grievance" is defined as a complaint in writing concerning:
- (a) The application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
 - (b) The dismissal, suspension, demotion, or written reprimand of an employee.

The above categories of grievances can be processed up to and including Step 3 of the grievance procedure.

- 40:03** Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees and where as a result the Union deems it impractical

that each affected employee grieve separately, the Union shall have the right to present a group grievance on those matters as defined in Subsection :02 (a). A group grievance shall be presented directly to the Executive Director within twenty (20) working days following the date upon which the employee(s) were notified orally or in writing, or on which the employee(s) first became aware of the action giving rise to the grievance.

- 40:04** Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. Where such a grievance is initiated by the Union it shall be presented to the Executive Director. Where such a grievance is initiated by KSMA it shall be presented to the President of the KSMA Local. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.
- 40:05** Where the parties fail to resolve a grievance under Section :03 or :04, either party may refer the grievance to Step 3 of the grievance procedure. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
- 40:06** Notwithstanding Section :08, a grievance filed under Section :05 shall not require the signature of an employee.
- 40:07** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If management fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

- 40:08** Wherever possible, the grievance shall be presented on the Official Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in dispute.
- 40:09** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 40:10** An employee has the right to representation by a Union representative at any step of the grievance procedure.
- 40:11** **Step 1:**
- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the Employer.
 - (b) The Human Resources Specialist or designate shall for receipt of the grievance and if the nature of the grievance is such that the Human Resources Specialist or designate is authorized to deal with it, the Human Resources Specialist or designate shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
 - (c) The Human Resources Specialist or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

- (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Human Resources Specialist or designate shall forward the grievance to the appropriate authority at the appropriate step of the grievance procedure and so inform the employee and the Union. The time limits and the procedures of the appropriate step shall then apply.
- (e) Where the designate at Step 1 is a steward or officer of the Union, the grievance shall automatically be referred by the Human Resources Specialist or designate to Step 2.

40:12 Step 2:

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to the Executive Director or designate within fifteen (15) working days of the receipt of the decision at Step 1.
- (b) The Executive Director or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance.
- (c) For those grievances defined in accordance with Section :02, the Executive Director or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance. For those grievances concerning unsatisfactory working conditions as defined in Section :03, the Executive Director or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

40:13 Step 3:

A decision of the Executive Director or designate may be submitted to arbitration in accordance with Article 41. The decision of the single arbitrator shall be final and binding for all such grievances. Union approval is required to submit any grievance to arbitration.

- 40:14** Grievances concerning demotion, suspension, dismissal or a Union Policy Grievance, shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.
- 40:15** Subject to Section :12 Step 2, an employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the department concerned. An employee may abandon a grievance by not processing it within the prescribed time limits.

Article 41 Grievance and Arbitration Procedure

- 41:01** Only those matters set forth below may be submitted to Arbitration by the Union or the Employer:
- (a) Grievances concerning the application, interpretation or alleged violation of an Article of this Agreement.
 - (b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
 - (c) Grievances concerning dismissal, suspension, demotion or a written reprimand of an employee.
 - (d) Grievances concerning reclassification under Schedule "B".
- 41:02** The procedure for arbitrating grievances shall be the procedure as set forth below:
- (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Section :01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the Executive Director and shall set forth the issue in dispute.

- (i) The parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
 - (ii) Where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, either party may submit a request to the Manitoba Labour Board for the appointment of an arbitrator.
- (b) Where the matter is submitted to an arbitrator, the arbitrator shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the arbitrator.
- (c) The arbitrator shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (d) The arbitrator may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the arbitrator deems requisite to the full investigation and consideration of the matters referred to it.
- (e) The arbitrator shall submit a report on the findings and the decision of the board as soon as practicable following the completion of the hearing to the parties.
- (f) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (g) The arbitrator shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.

- (h) The arbitrator shall expressly confine itself to the issue submitted to the arbitrator, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the arbitrator.
- (i) Where the arbitrator determines that an employee has been dismissed or otherwise disciplined by the Employer for just cause, the arbitrator may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the arbitrator deems just and reasonable under the circumstances.
- (j) The expenses incurred by and in respect of an arbitration shall be paid as follows:
 - (i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of arbitrator.
 - (ii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the arbitrator.
 - (iii) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the arbitration board on behalf of that party.
 - (iv) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the arbitrator in conducting the arbitration.

Article 42 Reclassification Procedure

- 42:01** The employee will submit the request for reclassification to the Director of Human Resources, together with the following:
- (a) A current position description;
 - (b) The job classification being requested and reasons why that classification is appropriate; and
 - (c) Any other information in support of the request;

(d) Human Resources has twenty (20) working days following receipt of the request to reply and will confirm date of receipt.

42:02 Where the employee considers the reply from Human Resources to be unsatisfactory or where no reply is received within the prescribed time limits, the employee may proceed to Step 1 of the grievance process.

42:03 The time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.

Article 43 Employee Files

43:01 Upon the written request of an employee, Human Resources shall make the employee's file(s) available for the employee's full examination. Such request not to be made with unreasonable frequency. Such examination shall be in the presence of a representative of Human Resources. The employee has the option to have a union representative present.

43:02 An employee may request a copy of specific documents on the employee's file(s). This provision shall not be unreasonably requested or denied.

Article 44 Performance Appraisal

44:01 Performance appraisals are a tool to be used in a positive manner to acknowledge an employee's performance levels and where necessary to identify and outline strategies for improvement and areas of professional development. If and when performance appraisals are conducted, the following will apply:

- (a) Performance appraisals shall be in writing and the contents shall be discussed with the employee.
- (b) The employee shall sign the performance appraisal for the sole purpose of indicating that they are aware of its contents.
- (c) The employee shall have the right to add comments to be attached thereto.

- (d) The employee shall be given a copy of the performance appraisal at their request.

Article 45 Contracting Out

- 45:01** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the Employer will provide the Union with four (4) months' notice.
- 45:02** During the notice period, the Joint Labour Management Consultation Committee shall meet to discuss the reasons and possible alternatives to the proposed contracting out as well as to facilitate potential retraining and/or redeployment opportunities.

Article 46 Seniority

- 46:01** "Seniority" means the length of service with KSMA as defined in this Article provided such service has not been broken by termination of the employee.
- 46:02** Seniority shall include only the following:
- (a) Accumulated service;
 - (b) Periods of workers compensation;
 - (c) Periods of maternity leave and/or parental leave and/or bereavement leave;
 - (d) Periods of adoptive parent leave;
 - (e) Approved educational leave to a maximum of one (1) year;
 - (f) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
 - (g) Any other approved leaves without pay to a maximum accumulation of 140 hours in a calendar year; and
 - (h) Periods of leave while on the Long Term Disability Plan.

Seniority will continue to accrue when an employee is temporarily out of the bargaining unit for up to six (6) months.

46:03 An employee will lose all seniority when the employee:

- (a) Resigns;
- (b) Retires;
- (c) Is dismissed and not reinstated;
- (d) Dies;
- (e) Is permanently laid-off;
- (f) Is terminated at the expiry of the employee's term of employment. (However, this Subsection does not apply to a term employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the employee's term of employment.);
- (g) Is permanently promoted to a position beyond the scope of this agreement; or
- (h) Has been working outside the scope of this agreement in excess of two (2) years.

46:04 A seniority list will be prepared by April 1 up to and including December 31 of the previous year. The list will be electronically posted and all staff will be advised of posting and location. The list will be posted in hours.

46:05 Grievances concerning the calculation of seniority must be filed at Step 1 of the Grievance Procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

Article 47 Devolution and Transfer of Services

- 47:01** In the event of the devolution or transfer of services provided by employees covered by this Agreement, the Union and the affected employees shall be notified no less than four (4) months prior to the transfer of employees. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted.
- 47:02** Where the successorship provisions of The Labour Relations Act have been determined to apply, the provisions of this Agreement continue in full effect for the affected employees until the expiry of the Agreement.
- 47:03** KSMA and the Union will work together with the successor Employer to negotiate a transition agreement respecting the administration and interpretation of this Agreement during the period required to negotiate a new Collective Agreement.
- 47:04** KSMA will make reasonable efforts and give priority consideration to obtaining employment opportunities, with the new Employer for employees who are not being transferred.
- 47:05** The provisions of this Article do not apply to seconded employees.

Article 48 Lay-Off

- 48:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, an Employer determines that a lay-off(s) is necessary; the Employer shall determine the classification(s) from which the lay-off(s) are to take place.
- 48:02** Subject to this Article, the Employer shall determine the group of employees concerned within each classification from which employees are to be laid-off.
- 48:03** The group of employees concerned shall then be divided, where applicable, into three (3) subgroups as follows:
- Subgroup (1) - term employees with two (2) or more years of seniority.

Subgroup (2) - regular employees with less than four (4) years of seniority.

Subgroup (3) - regular employees with four (4) or more years of seniority.

- 48:04** Within the group of employees concerned, lay-off of subgroup (1) and (2) employees shall take place in ascending subgroup order. In determining the order of lay-off within a subgroup, seniority shall be the determining factor provided the qualifications of the employees are relatively equal. This Section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 48:05** A subgroup (3) employee who is to be laid-off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current class subject to the following:
- (a) The employee must have the qualifications and ability to perform the duties which the remaining employees will be required to perform;
 - (b) If the employee cannot displace the most junior employee under Subsection (a), the employee may then elect to displace the next most junior employee in the class;
 - (c) The process will continue in this manner until the employee is able to displace an employee in the class or there are no displacement opportunities;
 - (d) A subgroup 3 employee who is displaced and is to be laid-off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current class in accordance with the process in this Section.
- 48:06** A subgroup (3) employee who is to be laid-off and who has no displacement option within the employee's class as a result of Subsection :05 (a) or (b) may elect to displace the most junior employee in another class which has the same or lower maximum rate of pay. For this purpose, the rate of pay will be

based on the bi-weekly rate of pay in the pay plan. The displacement process in that class will follow the provisions of Section :05.

- 48:07** Notwithstanding the process required in Sections :05 and :06, the effective date of the lay-off will not change from that initially provided to the subgroup (3) employee. The parties agree to take any steps necessary to expedite the process to ensure that an employee who is to be laid-off as a result of the displacement process, receives as much notice as possible. As a result, employees who elect to exercise their displacement rights must participate in and cooperate fully with the process or forfeit their displacement right.
- 48:08** Where the lay-off(s) of employee(s) in subgroup (3) is necessary, the Employer shall provide the Union with written notice not less than thirty (30) days prior to the date of lay-off(s). The parties shall then meet to discuss the steps to be taken to assist the employees affected.
- 48:09** Except where specifically provided, this Article does not apply to the lay-off of:
- (a) Term employees at the end of a specific term of employment; or
 - (b) Term employees with less than two (2) years of seniority.
- 48:10** Where an Employer is laying off an employee, notice of lay-off or pay in lieu thereof will be given in accordance with the following:
- (a) Where a term employee is being laid-off at the end of a specific term of employment or after completion of a job for which the employee was specifically employed, no notice of lay-off is required.
 - (b) Four (4) weeks' notice will be provided to:
 - (i) Regular employees; and
 - (ii) Term employees with one (1) or more years of seniority;
 - (c) Two (2) weeks' notice will be provided to term employees with less than one (1) year of seniority.

- 48:11** The Union will be provided a copy of lay-off notices issued to:
- (a) Regular employees; and
 - (b) Term employees with two (2) or more years of seniority.
- 48:12** For purposes of this Article, “regular employee(s)” refers to full-time and part-time employee(s).
- 48:13** Term employees with less than two (2) years of continuous service shall be considered for lay-off prior to the lay-off of employees in the subgroups specified in Section :03.
- 48:14** Where employees have been laid-off, KSMA shall not use casual employees to do the work of the laid-off employees except:
- (a) Where the laid-off employees are not available for work;
 - (b) In emergency situations; or
 - (c) As temporary relief for periods not to exceed ten (10) consecutive days.
- 48:15** Where an employee, including a term employee, alleges that the employee’s lay-off has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 48:16** For purposes of this Article, “qualifications” refers to education, knowledge, training, skills, experience, aptitude, and competence. “Ability” relates to overall qualities of an Employee with respect to the work to be done. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid-off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner.
- 48:17** An employee who is entitled to displace another employee in accordance with the provisions of this Article may have a familiarization period in the new

position. The purpose of the familiarization period is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during which an employee acquires the necessary qualifications and ability to enable the employee to displace another employee.

- 48:18** Where the temporary lay-off of an employee in subgroup (3) is necessary, Sections :05, :06 and :07 do not apply. For purposes of this Section a “temporary lay-off” is defined as less than three (3) months duration. Employees shall return to their positions upon expiry of such lay-off.
- 48:19** Employees who are laid-off shall be placed on a re-employment list for a period of up to twelve (12) months from the effective date of the lay-off.
- 48:20** KSMA shall maintain a re-employment list for all employees covered by this Article who are laid-off on other than a temporary basis. A copy will be provided to the Union on request.
- 48:21** Employees who are placed on a re-employment list shall be called back to their positions in reverse order of lay-off in the classification from which the employee was laid-off.
- 48:22** An employee who is on the re-employment list must:
- (a) Report any change of address to KSMA without delay;
 - (b) If called back or provided a reasonable re-employment opportunity, respond to the call-back or reasonable re-employment opportunity within seven (7) days of receipt of notification of call-back or reasonable re-employment opportunity. An employee accepting a reasonable re-employment opportunity at a lower rate of pay shall retain their recall rights under Section :21 for the duration of the time they would have remained on the re-employment list;
 - (c) Return to work within fourteen (14) days of receipt of notification of call-back or reasonable re-employment opportunity or such other date as may be agreed upon between the employee and KSMA; and

(d) Except for good and sufficient reasons, accept a call-back or reasonable re-employment opportunity in accordance with this Section or be deemed to have resigned.

48:23 A “reasonable re-employment opportunity” is a position which the employee is reasonably qualified for and able to perform.

48:24 An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. An employee who is found to be unsuitable during this trial period will be returned to the appropriate re-employment list for the greater of six (6) months or the remainder of the employee’s twelve (12) month period on the re-employment list. An employee found to be unsuitable may grieve the decision commencing at Step 2 of the grievance procedure. The decision is final at this point.

48:25 If a regular employee accepts a term position as a result of re-employment, the employee’s status as a regular employee shall be maintained. On the expiry of the term, the employee will be permanently laid-off, or remain on the re-employment list for the remainder of the twelve (12) month period if applicable.

Article 49 Severance Pay

49:01 Employees whose seniority and employment is terminated after having been laid off for twelve (12) consecutive months shall be paid severance pay as follows:

- (a) Up to three (3) years of service prior to layoff: 2 weeks;
- (b) At least three (3) years and less than five (5) years of service prior to layoff: 4 weeks;
- (c) At least five (5) years and less than ten (10) years of service prior to layoff: 6 weeks;
- (d) At least ten (10) years of service prior to layoff: 8 weeks.

This severance pay is to be considered to be in satisfaction of the individual notice of termination / pay in lieu of notice provisions of The Employment Standards Code.

Article 50 Resignations

- 50:01** An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform the employee's regular duties.
- 50:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.
- 50:03** Subject to Sections :04, :05 and :06, where the last day on which an employee who has submitted a notice of resignation performs the employee's regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated the employee's service on that Friday and shall be eligible for holiday pay for that Friday.
- 50:04** Subject to Section :05 employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Wherever possible, additional notice shall be given. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- 50:05** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.
- 50:06** Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.
- 50:07** Employees are required to return all materials, equipment, keys, passwords, access fob, staff ID card, etc. belonging to the Employer at or prior to the date of resignation.

50:08 Notwithstanding :01 and :02, an Employee who is retiring in accordance with the provisions of the pension plan may, with the approval of the Employer, be permitted to utilize paid leave in the form of vacation or banked overtime time to be taken immediately prior to the Employee's retirement date. In this circumstance the effective date of resignation shall be deemed to be the last day of the Employee's paid leave.

Article 51 Technological Change

51:01 KSMA and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public.

51:02 For purposes of this Article, "technological change" means the introduction of equipment or material into KSMA operations which is likely to affect the security of employees who are employed on a full-time, year-round basis.

51:03 KSMA agrees that it will endeavor to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.

51:04 Where KSMA intends to introduce technological change, the following procedure will be followed:

- (a) KSMA will provide the Union with six (6) months' notice prior to the date the change is to be effective;
- (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected.
- (c) Where retraining is to be provided, it shall be provided during the employees' normal working hours except where the retraining is not available during the employee's normal working hours.
- (d) At the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of two (2) worker representatives

and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.

- 51:05** The provisions of this Article are intended to assist employees affected by technological change and Sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

Article 52 Work At Home

- 52:01** In exceptional circumstances, Employees may be required to work at home in order to comply with public health orders or workplace safety and health recommendations.

Where exceptional circumstances do not exist, work at home arrangements may be requested by the Employer or employee. If agreed upon, such arrangements shall be voluntary and may be terminated by either party with ten (10) working days' notice.

When work at home arrangements are in place, Employees must take all reasonable precautions to ensure that the confidentiality of client information and related confidential information is maintained.

- 52:02** All provisions of the Agreement apply to work at home arrangements except as otherwise agreed by the parties.
- 52:03** Work at home arrangements refers to work performed at an employee's home during regular work hours. The provisions of this Article refer to long term arrangements only.
- 52:04** KSMA reserves the right to attend at the employee's home with reasonable notice to inspect and repair its equipment as necessary.

Article 53 Loss Of or Damage to Personal Effects

- 53:01** Where an Employee, because of the action of a client of KSMA, suffers damage to, or loss of, personal effects usually carried to work by the

Employee in the performance of the Employee's duties, including clothing, the Employee shall be reimbursed as follows:

- (a) Where repairs are able to be made to the personal effects, the reasonable cost of those repairs to a limit of three hundred (\$300.00) dollars;
- (b) Where the item has been stolen or damaged beyond repair, comparable compensation to a limit of three hundred (\$300.00) dollars, provided that the replacement item is purchased and a receipt submitted to the Employer within three (3) months of the date of the incident.

In calculating replacement cost, proof of purchase must be submitted and Provincial Sales Tax (PST) and Goods and Services Tax (GST) are included.

- 53:02** All incidents of loss of, or damage to personal effects as mentioned in Section :01, shall be reported in writing by the Employee whose personal effects are lost or damaged to the Employer within twenty-four (24) hours of the incident.
- 53:03** Each incident respecting loss of, or damage to, personal effects as mentioned in Section :01 shall be assessed separately, and the Employer shall recommend the amount of compensation that should, in the Employer's opinion, be paid in respect of each incident. The reasons for the recommended amount of compensation shall be shared with the employee.
- 53:04** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment.
- 53:05** Where compensation is available from an Employee's personal insurance or otherwise for the loss or theft of or damage to the Employee's personal effects, only the deductible portion may be claimed up to a maximum of three hundred (\$300.00) dollars.
- 53:06** Every claim for compensation made pursuant to Sections :01 and :05, will be considered for approval by the Employer. The claim shall indicate:

- (a) The name of the claimant, Position Classification, normal place of work and type of work the Position entails;
- (b) Identification as to category - loss, theft, damage - and full particulars as to when, and how the loss, theft or damage took place, with any other relevant particulars;
- (c) Justification for the claim in accordance with Sections :01 and :05;
- (d) A certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance, or if they are covered, the amount of the deductible for which reimbursement is being claimed under this Article.

Article 54 Civil Liability

54:01 The Employer maintains liability insurance coverage to protect Employees against liability for acts and omissions while acting in an authorized capacity in the course and scope of employment. Coverage is subject to the terms and conditions of the master policy or policies issued to the Employer by the insuring organization. The Employer shall maintain this coverage at current levels during the term of this Agreement.

Article 55 Acting Status

55:01 Where the Employer directs an employee employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked.

The employee shall be paid at the first increment level of the position they are performing on an acting basis so long as that rate of pay represents an increase in pay for that individual which is equal or greater than the difference between the increments within the individual's original position classification.

Upon the temporary appointment being revoked the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate of pay for the employee's original position that the employee would be paid if the employee had never held the temporary appointment.

- 55:02** For purposes of interpretation of this Article, "duties and responsibilities" means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.
- 55:03** Where an acting status appointment to a position within the bargaining unit will exceed twelve (12) continuous months, KSMA will notify the Union of the reasons. A meeting may be held to discuss the matter at the request of the Union. The employee who is in acting status may attend at the request of either party.
- 55:04** Section :03 does not apply where an employee is replacing an employee who is absent for any reason.

IN WITNESS WHEREOF the Executive Director has hereunto set their hand for, and on behalf of the Kinosao Sipi Minisowin Agency, and a Staff Representative of Manitoba Government and General Employees' Union, has hereunto set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 17th of November, 2023.



Signed on behalf of Kinosao Sipi
Minisowin Agency



Signed on behalf of Manitoba Government
and General Employees' Union

EA. 

Signed on behalf of Kinosao Sipi
Minisowin Agency

Signed on behalf of Manitoba Government
and General Employees' Union

Appendix "A": Casual Employees

1:01 The only provisions of this Agreement which apply to casual employees are as follows:

Article 1 - Interpretation

Article 4 - Application of Agreement

Article 5 - No Discrimination

Article 6 - Management Rights

Article 9 - Union Security

Article 18 – Overtime

Article 19 - Holidays

- provisions respecting 1½x for time worked on the listed holidays only
- all other provisions in accordance with Employment Standards Act

Article 36 – Harassment Prevention and Respectful Workplace

Article 37 - Conduct of Employees

Article 39 - Disciplinary Action

Article 40 - Grievance Procedure - limited to the provisions in this Article

Article 41 - Grievance and Arbitration Procedure - limited to the provisions of this Article

Article 43 - Employee Files

Article 53 - Loss Of or Damage To Personal Effects

Article 54 - Civil Liability

1:02 There is no obligation for the Employer to offer work to a casual employee or for a casual employee to accept work that is offered.

1:03 A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Employer.

**Appendix “B”: Privately Owned Vehicles and Vehicles Required as a
Condition of Employment**

An allowance for the use of a privately owned vehicle, for travel on KSMA business, when authorized by a supervisory official shall be paid at the posted federal rate. The current rate at the time of signing is \$0.68 per kilometer. The parties agree that KSMA shall implement the federal rate as posted for each tax year commencing on January 1 and the rate shall be modified at any time throughout the year should the federal rate fluctuate.

Appendix “C”: Meals and Miscellaneous Expenses

Meals - Eligibility for Claims

1:01 Breakfast - an employee is expected to have had breakfast before the start of the day’s work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:

- (a) The employee is in travel status; or
- (b) The employee has been travelling for more than one (1) hour on KSMA business before the recognized time for the start of the employee’s day’s work.

1:02 Luncheon - an employee is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern, when cost of luncheon may be claimed, occur when:

- (a) The employee is in travel status; or
- (b) The employee is away from the employee’s normal place of work and outside the headquarter area which would cause the employee to disrupt the employee’s normal mid-day or mid-shift meal arrangements.

The inability of the employee to return to the employee’s home or residence does not constitute grounds for claim for the cost of a purchased meal.

1:03 Dinner - an employee may only claim for the cost of a dinner meal when:

- (a) The employee is in travel status; or
- (b) The employee has been travelling on KSMA business and not expected to arrive back to the employee’s residence before 6:30 p.m. were a meal break not taken.

Any extension of working hours at the normal place of work is covered under Article 3 - Meal Allowances During Overtime Work. No other meal claims except as provided in this Article shall be paid.

Meal Expenses - Travel Within the Province

- 2:01** An employee who is eligible may claim the actual cost of purchased meals up to the following maximum amounts:

	<u>Individual Meals</u>			
	Breakfast	Lunch	Dinner	Day Per Diem
May 23, 2023	\$20.00	\$25.00	\$25.00.	\$70.00

- 2:02** For each full day in travel status an eligible employee may claim the Day Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals.
- 2:03** Where no overnight accommodation is involved only the appropriate individual expenses under Section :01 may be claimed.
- 2:04** Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maximum may be claimed if supported by a receipt.
- 2:05** In the case of travel within Manitoba, employees shall be entitled to an overnight per diem of \$350.00 per overnight accommodation inclusive of incidentals and meals.
- 2:06** In the case of travel outside of Manitoba, employees shall be entitled to an overnight per diem of \$450.00 per overnight accommodation inclusive of incidentals and meals.

Meal Allowances During Overtime Work

- 3:01** Extension of Working Day

Where an employee's working day has been extended beyond the standard working day or shift at the normal place of work:

- (a) At least two (2) hours, exclusive of a dinner break, a meal allowance shall be paid at half the rate of lunch as per Article 2:01 Appendix C.

Miscellaneous Expenses During Travel

4:01 Gratuities

No gratuities may be claimed. Allowance is made for these in either the individual meal allowances, the per diem allowances, or as part of the claim for meals during travel outside the province.

4:02 Laundry

- (a) Laundry charges must be supported by receipts and may only be claimed where the employee is travelling on KSMA business and overnight away-from-home accommodation is involved for a period in excess of four (4) consecutive nights.

4:03 Parking

- (a) Upon presentation of receipt, an employee may claim parking expenses as follows:
- (i) Short-term parking, when the employee is away from the workplace; and
 - (ii) Overnight parking where it is not provided with accommodation;
- (b) Parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs, i.e. taxi or bus, as available.

4:04 Telephone

- (a) Charges for telephone calls necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned and the city or town involved.

- (b) An employee is entitled to claim the cost of long distance telephone calls up to a maximum of four dollars and seventy-eight cents (\$4.78) for each period of three (3) consecutive nights away from the employee's residence on KSMA business and overnight accommodation is involved.

Accommodations

- 5:01** Employees travelling on KSMA business are entitled to standard hotel room accommodation with a bath when available.
- 5:02** The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of KSMA, be reasonable considering all relevant circumstances.
- 5:03** Employees shall have the option to utilize private accommodations while traveling on Agency business. Employees will receive fifty (\$50.00) dollars per night for the use of a private accommodation.

Cell Phone Reimbursement

- 6:01** An employee who is authorized and required to use a cell phone and/or home internet for work purposes (service use or safety reasons) may claim to claim up to fifty (\$50.00) dollars per month for reimbursement for such service costs.

Definitions

- 7:01** "Travel Status" means absence of the employee from the employee's headquarters area on KSMA business involving travel and accommodation with the approval of the Supervisor or designate.
- 7:02** "Headquarters Area" means:
- (a) All areas inside the perimeter highway of Winnipeg;
 - (b) And an area twenty-four (24) kilometers (15 miles) around the perimeter highway of Winnipeg.

Memorandum of Agreement No. 1

between

Kinosao Sipi Minisowin Agency

and

Manitoba Government and General Employees' Union

Re: Workload Manageability


In the collective bargaining for the 2022-2026 collective agreement, the Union raised concerns with the Employer that the issue of workload is of serious concern to some bargaining unit members. Further, the Employer and the Union recognize the responsibility to provide services through employees in accordance with KSMA Mandate and The Child and Family Services Act.

In situations where both the Union and the Employer are in agreement that discussions may be beneficial to resolving workload concerns, the two parties agree to discuss possible areas of concern and options for consideration to try and resolve these concerns.

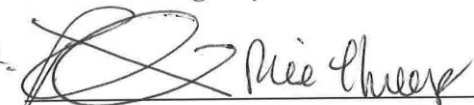
Signed this 17th day of November, 2023.



Signed on behalf of Kinosao Sipi
Minisowin Agency



Signed on behalf of Manitoba Government
and General Employees' Union

EA. 

Signed on behalf of Kinosao Sipi
Minisowin Agency

Signed on behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 2

between

Kinosao Sipi Minisowin Agency

and

Manitoba Government and General Employees' Union


Re: Employee Paid Parking

The Employer confirms that while this Memorandum of Agreement is in effect, the current arrangements regarding parking availability at the Employer's office at no cost to employees will remain in effect. This Memorandum of Agreement will expire on March 31, 2026.

Signed this 17th day of November, 2023.



Signed on behalf of Kinosao Sipi
Minisowin Agency



Signed on behalf of Manitoba Government
and General Employees' Union

EA 

Signed on behalf of Kinosao Sipi
Minisowin Agency

Signed on behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement No. 3

between

Kinosao Sipi Minisowin Agency

and

Manitoba Government and General Employees' Union

Re: Deductible Reimbursement – Privately Owned Vehicles

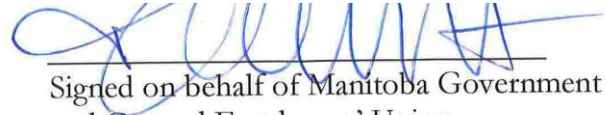
When an employee's vehicle is vandalized or is involved in a hit and run accident while carrying out the employee's duties, or while the vehicle is parked at the employee's workplace, the cost of the deductible shall be covered by the Employer based on the following guidelines:

- (a) The maximum payable is two hundred dollars (\$200).
- (b) Payment will be based on the approved MPI Claim.

Signed this 17th day of November, 2023.



Signed on behalf of Kinosao Sipi
Minisowin Agency



Signed on behalf of Manitoba Government
and General Employees' Union

EA. 

Signed on behalf of Kinosao Sipi
Minisowin Agency

Signed on behalf of Manitoba Government
and General Employees' Union

Letter of Understanding No. 1

between

Kinosao Sipi Minisowin Agency

and

Manitoba Government and General Employees' Union

Re: Retroactivity

- 1:01 Unless otherwise stated in the Agreement or in this Letter of Understanding, all terms and conditions of this Agreement shall take effect on April 1, 2023.
- 1:02 For the fiscal year beginning April 1, 2022, all members of the bargaining unit as of the date of signing of the Agreement shall receive a general salary increase of 3% as follows:
- (a) for all Employees hired on or prior to April 1, 2022, the increase shall be payable retroactive to April 1, 2022; and
 - (b) for all Employees hired after April 1, 2022, the increase shall be payable retroactive to the date on which they became employed by KSMA.
- The parties recognize that the general salary increase under this section has already been implemented for a portion of employees within the bargaining unit as of the date of ratification. Once an employee's entitlement under either (a) or (b) has been implemented for the fiscal year beginning April 1, 2022, no further entitlement exists under this section.
- 1:03 Employees shall be permitted to carry over sick leave up to a maximum of five (5) working days from the fiscal year ending March 31, 2023 to the fiscal year beginning April 1, 2023. For greater certainty, Article 22:10 shall apply to the carryover of sick leave in the remaining years of the Agreement.
- 1:04 Article 15 (On Call Duty) shall take effect on ratification.

1:05 This Letter of Understanding shall expire on March 31, 2026 and nothing herein shall be interpreted as impacting Article 2:03 of the Agreement and the date on which any additions, deletions, amendments, and/or revisions to the Agreement shall take effect.

Signed this 17th day of November, 2023.



Signed on behalf of Kinosao Sipi
Minisowin Agency



Signed on behalf of Manitoba Government
and General Employees' Union

EA. 

Signed on behalf of Kinosao Sipi
Minisowin Agency

Signed on behalf of Manitoba Government
and General Employees' Union

Schedule A – Salary

APRIL 1, 2023 TO MARCH 31, 2024

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
AY1										
Hourly	15.12	15.57	16.04	16.52	17.02	17.53				
Bi-Weekly	1,209.60	1,245.60	1,283.20	1,321.60	1,361.60	1,402.40				
Annual	31,449.60	32,385.60	33,363.20	34,361.60	35,401.60	36,462.40				
AY3										
Hourly	19.97	20.57	21.19	21.83	22.48	23.16				
Bi-Weekly	1,597.60	1,645.60	1,695.20	1,746.40	1,798.40	1,852.80				
Annual	41,537.60	42,785.60	44,075.20	45,406.40	46,758.40	48,172.80				
CL2										
Hourly	16.11	16.59	17.09	17.60	18.13	18.68	19.24			
Bi-Weekly	1,288.80	1,327.20	1,367.20	1,408.00	1,450.40	1,494.40	1,539.20			
Annual	33,508.80	34,507.20	35,547.20	36,608.00	37,710.40	38,854.40	40,019.20			
SP1										
Hourly	21.51	22.15	22.82	23.50	24.21	24.93	25.68			
Bi-Weekly	1,720.80	1,772.00	1,825.60	1,880.00	1,936.80	1,994.40	2,054.40			
Annual	44,740.80	46,072.00	47,465.60	48,880.00	50,356.80	51,854.40	53,414.40			
SP2										
Hourly	23.09	23.78	24.50	25.23	25.99	26.77				
Bi-Weekly	1,847.20	1,902.40	1,960.00	2,018.40	2,079.20	2,141.60				
Annual	48,027.20	49,462.40	50,960.00	52,478.40	54,059.20	55,681.60				
SP3										
Hourly	25.10	25.85	26.62	27.42	28.24	29.09	29.96	30.86		
Bi-Weekly	2,008.00	2,068.00	2,129.60	2,193.60	2,259.20	2,327.20	2,396.80	2,468.80		
Annual	52,208.00	53,768.00	55,369.60	57,033.60	58,739.20	60,507.20	62,316.80	64,188.80		
SP4										
Hourly	27.64	28.47	29.32	30.20	31.11	32.04	33.00	33.99	35.01	36.06
Bi-Weekly	2,211.20	2,277.60	2,345.60	2,416.00	2,488.80	2,563.20	2,640.00	2,719.20	2,800.80	2,884.80
Annual	57,491.20	59,217.60	60,985.60	62,816.00	64,708.80	66,643.20	68,640.00	70,699.20	72,820.80	75,004.80
EDC										
Hourly	29.88	30.78	31.70	32.65	33.63	34.64	35.68	36.75		
Bi-Weekly	2,390.40	2,462.40	2,536.00	2,612.00	2,690.40	2,771.20	2,854.40	2,940.00		
Annual	62,150.40	64,022.40	65,936.00	67,912.00	69,950.40	72,051.20	74,214.40	76,440.00		

April 1, 2024 to March 31, 2025 - 1.5% GWI

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
AY1										
Hourly	15.35	15.80	16.28	16.77	17.28	17.79				
Bi-Weekly	1,228.00	1,264.00	1,302.40	1,341.60	1,382.40	1,423.20				
Annual	31,928.00	32,864.00	33,862.40	34,881.60	35,942.40	37,003.20				
AY3										
Hourly	20.27	20.88	21.51	22.16	22.82	23.51				
Bi-Weekly	1,621.60	1,670.40	1,720.80	1,772.80	1,825.60	1,880.80				
Annual	42,161.60	43,430.40	44,740.80	46,092.80	47,465.60	48,900.80				
CL2										
Hourly	16.35	16.84	17.35	17.86	18.40	18.96	19.53			
Bi-Weekly	1,308.00	1,347.20	1,388.00	1,428.80	1,472.00	1,516.80	1,562.40			
Annual	34,008.00	35,027.20	36,088.00	37,148.80	38,272.00	39,436.80	40,622.40			
SP1										
Hourly	21.83	22.48	23.16	23.85	24.57	25.30	26.07			
Bi-Weekly	1,746.40	1,798.40	1,852.80	1,908.00	1,965.60	2,024.00	2,085.60			
Annual	45,406.40	46,758.40	48,172.80	49,608.00	51,105.60	52,624.00	54,225.60			
SP2										
Hourly	23.44	24.14	24.87	25.61	26.38	27.17				
Bi-Weekly	1,875.20	1,931.20	1,989.60	2,048.80	2,110.40	2,173.60				
Annual	48,755.20	50,211.20	51,729.60	53,268.80	54,870.40	56,513.60				
SP3										
Hourly	25.48	26.24	27.02	27.83	28.66	29.53	30.41	31.32		
Bi-Weekly	2,038.40	2,099.20	2,161.60	2,226.40	2,292.80	2,362.40	2,432.80	2,505.60		
Annual	52,998.40	54,579.20	56,201.60	57,886.40	59,612.80	61,422.40	63,252.80	65,145.60		
SP4										
Hourly	28.05	28.90	29.76	30.65	31.58	32.52	33.50	34.50	35.54	36.60
Bi-Weekly	2,244.00	2,312.00	2,380.80	2,452.00	2,526.40	2,601.60	2,680.00	2,760.00	2,843.20	2,928.00
Annual	58,344.00	60,112.00	61,900.80	63,752.00	65,686.40	67,641.60	69,680.00	71,760.00	73,923.20	76,128.00
EDC										
Hourly	30.33	31.24	32.18	33.14	34.13	35.16	36.22	37.30		
Bi-Weekly	2,426.40	2,499.20	2,574.40	2,651.20	2,730.40	2,812.80	2,897.60	2,984.00		
Annual	63,086.40	64,979.20	66,934.40	68,931.20	70,990.40	73,132.80	75,337.60	77,584.00		

April 1, 2025 to March 31, 2026 - 1.5% GWI

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
AY1										
Hourly	15.58	16.04	16.52	17.02	17.54	18.06				
Bi-Weekly	1,246.40	1,283.20	1,321.60	1,361.60	1,403.20	1,444.80				
Annual	32,406.40	33,363.20	34,361.60	35,401.60	36,483.20	37,564.80				
AY3										
Hourly	20.57	21.19	21.83	22.49	23.16	23.86				
Bi-Weekly	1,645.60	1,695.20	1,746.40	1,799.20	1,852.80	1,908.80				
Annual	42,785.60	44,075.20	45,406.40	46,779.20	48,172.80	49,628.80				
CL2										
Hourly	16.60	17.09	17.61	18.13	18.68	19.24	19.82			
Bi-Weekly	1,328.00	1,367.20	1,408.80	1,450.40	1,494.40	1,539.20	1,585.60			
Annual	34,528.00	35,547.20	36,628.80	37,710.40	38,854.40	40,019.20	41,225.60			
SP1										
Hourly	22.16	22.82	23.51	24.21	24.94	25.68	26.46			
Bi-Weekly	1,772.80	1,825.60	1,880.80	1,936.80	1,995.20	2,054.40	2,116.80			
Annual	46,092.80	47,465.60	48,900.80	50,356.80	51,875.20	53,414.40	55,036.80			
SP2										
Hourly	23.79	24.50	25.24	25.99	26.78	27.58				
Bi-Weekly	1,903.20	1,960.00	2,019.20	2,079.20	2,142.40	2,206.40				
Annual	49,483.20	50,960.00	52,499.20	54,059.20	55,702.40	57,366.40				
SP3										
Hourly	25.86	26.63	27.43	28.25	29.09	29.97	30.87	31.79		
Bi-Weekly	2,068.80	2,130.40	2,194.40	2,260.00	2,327.20	2,397.60	2,469.60	2,543.20		
Annual	53,788.80	55,390.40	57,054.40	58,760.00	60,507.20	62,337.60	64,209.60	66,123.20		
SP4										
Hourly	28.47	29.33	30.21	31.11	32.05	33.01	34.00	35.02	36.07	37.15
Bi-Weekly	2,277.60	2,346.40	2,416.80	2,488.80	2,564.00	2,640.80	2,720.00	2,801.60	2,885.60	2,972.00
Annual	59,217.60	61,006.40	62,836.80	64,708.80	66,664.00	68,660.80	70,720.00	72,841.60	75,025.60	77,272.00
EDC										
Hourly	30.78	31.71	32.66	33.64	34.64	35.69	36.76	37.86		
Bi-Weekly	2,462.40	2,536.80	2,612.80	2,691.20	2,771.20	2,855.20	2,940.80	3,028.80		
Annual	64,022.40	65,956.80	67,932.80	69,971.20	72,051.20	74,235.20	76,460.80	78,748.80		

Schedule B – Classification Specifications

SOCIAL SERVICES WORKER

This is a four-level series designed to cover a variety of jobs in the case management field. Positions are evaluated by a hiring committee using the following Rating Guide and level descriptors are to be used as a guide.

Level 1

Considered the entry level into the series. Position provides support and may liaise with other community resources/agencies. Positions may also be involved in follow-up on referrals. Basic knowledge of social service programs, legislation and policies and variety of services/agencies in the community.

Qualifications: Two (2) years related work experience, preferably working with client target groups in a social service field, e.g., support work with Indigenous clients.

Level 2

Positions provide supportive counselling, assessment, and assist with social and possibly financial matters, initiates and follows-up on referrals, liaise with other community resources/agencies. May function as a member of a multi-disciplinary team providing support to a Case Manager. Requires knowledge of program policies, directives and legislation and works within established methods and directives.

Qualifications: Post-secondary certificate or diploma in a Social Services program and a minimum two (2) years related work experience in a social service field.

Level 3

Positions may function as a Case Manager. Positions provide in-depth assessment, supportive counselling, referral and follow-up, brokerage and advocacy. May provide employment and/or training support. Positions spend greater than 50% on tasks/activities where non-disciplined practice skills are required. Positions may be involved with licensing and compliance monitoring/reporting. Requires in-depth knowledge of program policies, directives and legislation. Collaborates with others to build networks and create productive working relationships.

Qualifications: Post-secondary Degree (e.g., BA- major in Sociology and/or Psychology, Early Childhood Development Indigenous Studies, etc.) with two (2) years related work experience in a social services field or equivalent combination of post-secondary education (certificate or diploma in a Social Services program) and five (5) years related work experience in a social services field.

Level 4

Position normally functions as a Case Manager. Positions provide complex assessments and a full range of therapeutic or intervention counselling. Positions spend greater than 50% on tasks/activities when the application of professional discipline-based practice skills are required to administer cases or to provide direction/consultations (interviewing, assessing, interpreting and analyzing findings, determining interventions required, monitoring, evaluating). Requires in-depth knowledge of program policies, directives and legislation. Establishes effective relationships with internal and external partners in order to identify opportunities to enhance service on behalf of others.

Qualifications: BSW and two (2) years directly related experience or Post-secondary Degree (e.g., BA- major in Sociology and/or Psychology, Early Childhood Development, Indigenous Studies, etc.) with five (5) years directly related work experience in a social services field or post-secondary education (certificate or diploma in a Social Services program) and ten (10) years directly related work experience.

Directly related work experience is calculated as one year for one year of front line child protection work or any work experience in the SP series with KSMA and one year for two years of all other social services related employment.

EDUCATION CONSULTANT

General

This work entails the provision of consultative and instructional services to teachers, counsellors and field staff or program personnel in areas requiring specialized knowledge. Incumbent acts as a liaison and resource person to private and public agencies in relation to training matters.

Typical Duties

- Designs and conducts in-service training sessions for teachers and counsellors in areas of expertise. Provides direction and guidance to teachers and counsellors in the planning, development and implementation of effective programs.
- May assess agency training needs and provide consultation to management regarding the availability of training resources.
- May develop, coordinate and deliver orientation packages for program personnel.
- Coordinates workshops or conferences on specialty topics using expert resource people.
- Designs and prepares programs by selecting appropriate content, determining format and arranging for material and human resources.
- Acts as a resource to counsellors, teachers, private and public agencies regarding educational methods, visual and audio teaching aids, program planning, etc.
- Researches latest professional training concepts in specific fields and provides courses to ensure that staff may effectively apply new technology.
- May act as a consultant to other programs in related fields.
- May act as a resource or provide training courses to industrial firms.
- Serves on committees as required.

Qualifications

Knowledge, Abilities and Skills

A good knowledge of educational techniques with the ability to plan, co-ordinate and instruct training sessions.

Considerable knowledge of visual and audio instructional aids and the ability to employ such devices effectively.

Ability to maintain effective work relationships with public and private agencies.

Education, Training and Experience

Bachelor's Degree in Education or Social Sciences or an equivalent combination of education and experience.

Physical Standards

Physically capable of performing the duties assigned.

ADMINISTRATIVE SECRETARY SERIES

Category Definition

This category includes positions where there is provision for typing, stenographical, secretarial and general clerical duties and where there may be a requirement to pass tests as required by KSMA. The use of a typewriter, shorthand, dictaphone and/or standard office equipment may be required at any class level of this series.

Exclusions

Excluded from this group are positions where only an incidental use of typing is required, and where the KSMA standard is not essential. These positions should be tested for inclusion in the clerical series.

Also excluded are positions where typing is the major function where a majority of the working day is spent typing. Such positions should be considered for inclusion in the Clerk-Typist series.

ADMINISTRATIVE SECRETARY 1

Class Definition

Employees in this class provide secretarial and typing services to one or more senior staff. An incumbent may perform a variety of secretarial and clerical duties which are limited in complexity. Some tasks may include the use of shorthand or dictaphone, typing memos, reports, submissions, etc.; filing, acting as receptionist, arranging meetings and travel accommodations. May compose routine correspondence. Some positions may also include clerical functions such as making routine calculations, maintenance of routine records, etc. Incumbents at this level may also have responsibility for public contact work by referring enquiries or giving answers to commonly asked questions. Once trained, an incumbent is expected to carry out

assignments with limited direction, and may be required to train or assign work to new employees.

Performs other duties as assigned.

The 1 level is a recruiting and training level or a level assigned to an incumbent who is not carrying out the full scope of the position. Incumbents with high school education and no experience will be hired at the 1 level.

Education and Experience

High school education with the ability to pass tests in typing and/or shorthand as may be required by KSMA.

ADMINISTRATIVE SECRETARY 3

Class Definition

Employees in this class provide secretarial and typing services in combination with moderately complex clerical tasks to one or more senior staff. Some tasks typical to the secretarial assignments are typing memos, reports, submissions, etc., where the incumbent assumes complete responsibility for format, layout and modifying grammar; composes non-routine correspondence on own initiative. As receptionist, an incumbent will interview visitors or callers, determine the nature of the problems involved, referring persons to proper authorities; dispose of routine matters and provide information to the public on non-routine inquiries which require a good knowledge of department policies and regulations. Some tasks typical in the clerical assignments are maintaining a variety of records for the unit, compiling reports and statements which involve discretion or selection of data, controlling and maintaining expenditure records for the unit, etc.

Some positions in this class function as unit supervisors or unit leaders where the employee is responsible for the production and control of work for the unit by assigning and checking work, giving guidance on procedures and work methods, and handling problems referred by subordinates.

Incumbents are expected to exercise initiative and independent judgment in determining work priorities, work methods to be employed and action to be taken on

unusual matters. Technical problems and matters involving department policy are referred to superiors for decision. Work is reviewed by spot checking rather than by detailed scrutiny.

Performs other duties as assigned.

Education and Experience

High school education with considerable experience and the ability to pass tests in typing and/or shorthand as may be required by KSMA.

CLERK SERIES

Group Definition

This series covers positions involved primarily with bookkeeping or the processing and preparation of standardized documents (or related material) where the object of the work is to ensure the accuracy and completeness of content. Duties normally associated with this series include collecting, verifying, posting, arranging, completing, transmitting and processing information; the filing or distribution of records, reports, correspondence; and the application of regulations and statutes concerned with the collection, expenditure or disbursement of funds. The use of standard office equipment can be used at any class level of this series and some positions may require incidental use of typing.

Positions which require the use of typing and/or shorthand to KSMA standards, even though they may be used to a minimal degree, are excluded. Such positions should be considered for inclusion in the Clerk-Typist or Administrative Secretary series.

Also excluded are positions entailing the supervision of various clerical functions where the job is administrative or office management oriented, positions entailing the general management of specialized government programs, or administrative specialist positions requiring significant policy input to proposed or changing programs. Such positions should be tested for inclusion in the Administrative Officer series.

CLERK 2

Class Definition

Employees in this class perform varied clerical duties of limited complexity requiring the application of attention and thought. Duties assigned involve some exercise of judgment and decision making based on established regulations and precedents. Once employees are fully trained they are expected to carry out assignments with independence of action, referring only unusual matters to the supervisor. Some tasks typical at this level may include checking simple calculations; routine posting to ledgers; controlling incoming and outgoing mail; compiling simple statistical data; assist in processing documents; sorting, arranging and filing correspondence; answering routine enquiries which require some knowledge of acts or regulations pertaining to the work environment; or any other such duties of similar responsibility. Although the duties are of a limited degree of complexity, there is a requirement for accuracy and acceptable production standards.

Employees in this class have no supervisory responsibility, but they may be required to orient new employees in office routines and work assignments. Performs other duties as assigned.

Education and Experience

High school education or the equivalent combination of education and experience.