

# **Collective Agreement**

*between*

**Sandy Bay Ojibway First Nation**

(hereinafter referred to as the “Council”)

*and*

**Manitoba Government and General Employees’ Union**

(hereinafter referred to as the “Union”)

**April 1, 2010 to March 31, 2013**

## Table of Contents

<b>Preamble</b>	.....	<b>1</b>
<b>Article 1</b>	<b>Interpretation.....</b>	<b>2</b>
<b>Article 2</b>	<b>Scope.....</b>	<b>3</b>
<b>Article 3</b>	<b>Union Security.....</b>	<b>3</b>
<b>Article 4</b>	<b>Appointments.....</b>	<b>5</b>
<b>Article 5</b>	<b>Classification Plan.....</b>	<b>7</b>
<b>Article 6</b>	<b>Reclassifications.....</b>	<b>8</b>
<b>Article 7</b>	<b>Pay Administration.....</b>	<b>9</b>
<b>Article 8</b>	<b>Probation.....</b>	<b>13</b>
<b>Article 9</b>	<b>Hours of Work and Overtime.....</b>	<b>14</b>
<b>Article 10</b>	<b>Technological Change.....</b>	<b>16</b>
<b>Article 11</b>	<b>Layoff and Recall.....</b>	<b>16</b>
<b>Article 12</b>	<b>Seniority.....</b>	<b>17</b>
<b>Article 13</b>	<b>Vacation Leave.....</b>	<b>18</b>
<b>Article 14</b>	<b>Designated Holidays.....</b>	<b>19</b>
<b>Article 15</b>	<b>Sick Leave and Family Responsibility.....</b>	<b>20</b>
<b>Article 16</b>	<b>Employee Benefits.....</b>	<b>21</b>
<b>Article 17</b>	<b>Leave of Absence.....</b>	<b>22</b>
<b>Article 18</b>	<b>Discipline.....</b>	<b>26</b>
<b>Article 19</b>	<b>Grievances.....</b>	<b>27</b>
<b>Article 20</b>	<b>Arbitration.....</b>	<b>29</b>
<b>Article 21</b>	<b>Safety and Health.....</b>	<b>31</b>
<b>Article 22</b>	<b>Present Conditions and Benefits.....</b>	<b>31</b>
<b>Article 23</b>	<b>Copies of the Agreement.....</b>	<b>32</b>

**Article 24 Duration of Agreement .....32**  
**Article 25 Education .....32**  
**Article 26 Pensions and Benefits .....33**  
**Article 27 Hours of Work and Overtime .....33**  
**Article 28 Professional Development .....33**  
**Schedule “A” - Wages .....34**  
**Letter of Intent .....35**  
    Re: Union Dues  
**Memorandum of Agreement.....36**  
    Re: SETA’s Lunch/Recess Schedule

\*All changes appear in **bold**.

## Alphabetical Table of Contents

<b>Preamble</b>	.....	<b>1</b>
<b>Article 4</b>	<b>Appointments</b> .....	<b>5</b>
<b>Article 20</b>	<b>Arbitration</b> .....	<b>28</b>
<b>Article 5</b>	<b>Classification Plan</b> .....	<b>6</b>
<b>Article 23</b>	<b>Copies of the Agreement</b> .....	<b>30</b>
<b>Article 14</b>	<b>Designated Holidays</b> .....	<b>18</b>
<b>Article 18</b>	<b>Discipline</b> .....	<b>25</b>
<b>Article 24</b>	<b>Duration of Agreement</b> .....	<b>30</b>
<b>Article 25</b>	<b>Education</b> .....	<b>31</b>
<b>Article 16</b>	<b>Employee Benefits</b> .....	<b>20</b>
<b>Article 19</b>	<b>Grievances</b> .....	<b>26</b>
<b>Article 9</b>	<b>Hours of Work and Overtime</b> .....	<b>14</b>
<b>Article 27</b>	<b>Hours of Work and Overtime</b> .....	<b>31</b>
<b>Article 1</b>	<b>Interpretation</b> .....	<b>2</b>
<b>Article 11</b>	<b>Layoff and Recall</b> .....	<b>16</b>
<b>Article 17</b>	<b>Leave of Absence</b> .....	<b>21</b>
<b>Article 7</b>	<b>Pay Administration</b> .....	<b>9</b>
<b>Article 26</b>	<b>Pensions and Benefits</b> .....	<b>31</b>
<b>Article 22</b>	<b>Present Conditions and Benefits</b> .....	<b>30</b>
<b>Article 8</b>	<b>Probation</b> .....	<b>13</b>
<b>Article 28</b>	<b>Professional Development</b> .....	<b>32</b>
<b>Article 6</b>	<b>Reclassifications</b> .....	<b>7</b>
<b>Article 21</b>	<b>Safety and Health</b> .....	<b>29</b>
<b>Article 2</b>	<b>Scope</b> .....	<b>3</b>

**Article 12 Seniority ..... 17**

**Article 15 Sick Leave and Family Responsibility..... 19**

**Article 10 Technological Change ..... 15**

**Article 3 Union Security .....3**

**Article 13 Vacation Leave ..... 17**

**Schedule “A” - Wages .....34**

**Letter of Intent .....35**

    Re: Union Dues

**Memorandum of Agreement.....37**

    Re: SETA’s Lunch/Recess Schedule

\*All changes appear in **bold**.

**Preamble**

Articles of an Agreement made in duplicate this 1<sup>st</sup> day of April, 2010, AD.

*between*

**The Chief and Council of the Sandy Bay Ojibway First Nation**

(hereinafter referred to as “the Council”)

of the first part

*and*

**Manitoba Government and General Employees’ Union**

(hereinafter referred to as “the Union”)

of the second part

WHEREAS it is the desire of all parties to this Agreement to maintain the existing harmonious relationship between the Council and the members of the Union, to promote cooperation and understanding between the Council and the employees, to recognize the mutual value of joint discussions, and negotiations in all matters pertaining to work conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well being and security of the employees of the Council;

Now therefore this Agreement witnesseth that for and in consideration of the premises and covenants, conditions, stipulations and provisions herein contained, the parties hereto agree as follows:

## Article 1 Interpretation

In this Agreement, unless the context otherwise requires, the expression:

- 1:01 “Union” means the Manitoba Government and General Employees’ Union.
- 1:02 “Council” means Chief and Council of Sandy Bay Ojibway First Nation.
- 1:03 “Demotion” is defined as the movement of an employee from a position in one class to a position in another class with a salary range of lower maximum.
- 1:04 “Employee” or “Employees” means an employee or employees to which the terms of this Agreement apply as indicated in Article 2 hereof.
- 1:05 “Chief” means the Chief of Sandy Bay Ojibway First Nation.
- 1:06 “Pay Plan” means the scales of pay as contained in this Agreement.
- 1:07 “Promotion” is defined as the movement of an employee from a position in one class to a position in another class with the salary range with a higher maximum.
- 1:08 “He”, “His”, “Him”, “She”, “Hers” or “Her” includes a reference to persons of the opposite gender whenever the facts or context so require.
- 1:09 “Permanent Employee” means one who has successfully completed the probationary period on initial appointment to a permanent position.
- 1:10 “Transfer” means the movement of an employee from one position to another in the same or a different class with a salary range having the same maximum.
- 1:11 “Fiscal Year” is April 1 to March 31.
- 1:12 “Contract Year” is to be determined.
- 1:13 “Out of Scope position” means a position listed in Article 2:01.
- 1:14 “Re-Employment List” means a list of employees of this Agreement who have been laid off pursuant to Article 11 of this Agreement or reclassified

downward pursuant to Article 6:05. Employees shall remain on the list for a period of one year following layoff or downward reclassification.

## **Article 2    Scope**

The terms of the Agreement shall apply as set out in its respective parts to the following persons:

**2:01**    All employees of the Sandy Bay Ojibway First Nation, excluding members of the Band Council, Advisors to Band Council, Executive Assistant, Office Manager, Probation Service Employee, Bulk Fuel Manager, Administration and Administrative Assistants in the Education Branch, Teachers, PENT Employees, Historical Research Coordinator, CHES Coordinator, CWES Coordinator, HCCP Coordinator, Health Director, Medical Transport Coordinator, Dental Therapist, Visiting Therapist, Mini Learning Centre Coordinator, Carpenter Supervisor, Fire Chief, Director Sandy Bay Training and Employment Program, Homemaker Supervisor, SOC/EC Office Assistant, Complex/VLT Manager, VLT Administrative Assistant, Winnipeg Sub Office Administrative Assistant, and casual and part-time employees,” and such other positions as may be agreed to by the parties from time to time as performing management functions.

## **Article 3    Union Security**

**3:01**    The Council agrees to recognize the Manitoba Government and General Employees’ Union as the sole and exclusive collective bargaining agent for all employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated bargaining representatives, on matters relating to the employee/Employer relationship including conditions of employment, rates of pay and hours of work.

**3:02**    The Council agrees to abide by the Canadian Human Rights Act. Subject to the provision of that Act the Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates,

training, upgrading, promotion, transfer, layoff recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, color, national origin, sexual orientation, physical or mental disability, political or religious affiliation, sex or marital status, nor by reason of membership or activity of the Union.

**3:03** 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.

The Employer shall provide the Union on a bi-weekly basis per each applicable bi-weekly 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.

**3:04** The Union agrees to indemnify and save the Employer 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 the Employer.

**3:05** Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, by classification groupings:

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

**3:06** At the time Income Tax "T4" slips are made available the Council shall type on the amount of Union dues paid by each Union member.

**3:07** The Council agrees to acquaint new employees with the fact that a Union Agreement is in effect and the name of the Union Representative.

- 3:08** An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his salary and shall be entitled to all the benefits and protections afforded by this Agreement.
- 3:09** The Council recognizes that education is a continuing process. Accordingly, the Council shall allow the Union to conduct educational and business functions on the Council premises, with prior concurrence of the Council. Such sessions will be conducted during non work time.
- 3:10** The Council agrees not to contract out work or services, which are currently performed by employees, except on a temporary emergency basis.
- 3:11** All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of the Agreement, nor shall it be considered grounds for disciplinary action. In the event of job action the Union and the Employer shall negotiate essential services coverage.
- 3:12** The Employer shall make available to the Union a bulletin board so that the employees have access to it, upon which the Union shall have the right to post notices and information which shall be of interest to the employees.
- 3:13** Employees shall be informed in writing of motions, resolutions, bylaws, rules and regulations adopted by the Council which relate to the working conditions, staff, or matters covered by this Agreement. Where there is a conflict between the provisions of this Agreement with any bylaw, regulation policy or procedure established by Council, the provisions of this Agreement shall be paramount.

#### **Article 4 Appointments**

**4:01 Filling Positions From Re-employment Lists**

When a position becomes vacant, an appointment shall be made of the most senior qualified applicant on the re-employment list, if applicable.

**4:02 Filling Positions By Competition**

- (a) All vacancies and new positions, covered in the scope of this Agreement for which no re-employment lists exist, shall be filled by a competitive process among existing employees wherever possible (internal competition). All vacant positions in the bargaining unit, if not abolished, shall be bulletined as soon as possible but no later than thirty (30) calendar days upon becoming vacant.

The Union and the Council may mutually agree that the bulletining of a particular position for internal competition is not required and where such agreement is reached, the Council will not bulletin the position and may proceed to recruit outside the pool of existing employees.

- (b) The competition shall allow a minimum of one week for applications to be submitted and shall be announced to all employees in the form of a bulletin posted in a prominent position in the Council offices. Employees on layoff shall be informed by mail at their last known address as soon as possible. The bulletin shall set the name of the position, duties involved, qualification requirements, salary, deadline date for applications, and any other pertinent information.
- (c) Following the closing date for the receipt of applications the Council shall notify the Union of the time, place and date of the assessment of applications and/or interviews.
- (d) Where the Employer determines that there is more than one qualified applicant, the most senior applicant in the bargaining unit who is qualified and able to perform the duties shall be appointed to the position.

Unless mutually agreed pursuant to 4:02 (a), there shall be no outside advertising until it is determined that there are no qualified applicants from the Bargaining Unit.

The Council shall notify the Union and any applicants within the Bargaining Unit of the appointment of the successful applicant.

- 4:03** The Employer may maintain an availability list of persons who have left the First Nation to pursue post secondary education and such persons shall be eligible to be notified of and apply for internal competitions.

## **Article 5    Classification Plan**

- 5:01** The Council shall establish and maintain a position classification plan in which positions of similar kind difficulty and responsibility are included in the same class. Amendment shall be made from time to time, as changes in organization and work assignments require. Written class specifications for each class of position shall include a description of duties, responsibilities of work, and a statement of minimum requirements for length and kind of experience, formal education and training knowledge, skills and abilities required for adequate performance of the duties of a position in the class.
- 5:02** Copies of the manual of Class Specifications, currently maintained, shall be kept in the offices of the Council and shall be available for inspections.
- 5:03** New or revised classifications shall be established in accordance with Article 5:01. The Council shall give notice of intention to the Union, and shall negotiate the inclusion or exclusion of a position, and, if the position is to be included, the Council shall forthwith negotiate the rate of pay, the hours of work and the length of probationary period. If no agreement is reached, in order to avoid delay in filling the position the Council may advertise the position at a salary range which is the lower of the salary ranges advanced by each party.
- 5:04** The rate of pay when negotiated will be retroactive in respect of any employees hired at the lower rate.
- (a) Should the Council abolish any occupied position, the Council shall notify the Union thirty (30) days prior to abolishing a position giving the reasons why.
  - (b) Any disagreement between the Union and the Council on abolishment shall be settled by arbitration.

## Article 6 Reclassifications

- 6:01** When the duties of any classification are altered or changed, or where the Union or the employee feels he is incorrectly classified during the term of this Agreement, the employee or the Union may request a reclassification of the position.
- 6:02** The Council will assess the position and notify the employee and/or the Union of the results. If the employees and/or the Union's request for reclassification is rejected or if there is dissatisfaction with the reclassification approved, the employee may initiate a grievance.
- (a) The grievance will be initiated in accordance with Step 2 of the grievance procedure.
  - (b) Application for arbitration, if required, will be made in accordance with step three of the grievance procedure.
  - (c) The establishment of an arbitration board will be in accordance with the procedure as outlined in Article 20:01 herein.
  - (d) The powers of the arbitration board shall be as follows:
    - (i) The Board shall have the power to arbitrate reclassification disputes between the Union and the Council.
    - (ii) The Board shall be authorized to direct:
      - (1) That the appealed position be reallocated to an existing class in a classification plan; or
      - (2) That the classification decision be confirmed and the appeal denied; or
      - (3) That a new classification be developed to reflect the change of duties.
  - (e) In conducting hearings and deliberations, the Board shall consider the job description for the appealed position, and specifications for existing classes as defined in Article 5:01 together with evidence presented during the course of the hearings.

(f) The Board shall consider only the duties and responsibilities of the position at the original date of request and shall not take into account changes that may subsequently have taken place.

(g) Cost of the Board

All costs including travel and accommodation for the Board Chairman shall be shared equally by the parties. Each party shall pay the cost of its own appointee to the Board.

**6:03** If the reclassification is approved, it will be effective retroactive to the date of application. All reclassifications will be posted and the Union will be notified.

**6:04** If the reclassification is approved, the incumbent shall be appointed.

**6:05** The incumbent of a position which is reclassified downward shall have his name placed on the re-employment list.

## **Article 7 Pay Administration**

**7:01** Effective April 1, 2010 the rates of pay contained in Schedule "A," attached to and forming part of this Agreement shall be the rates paid to employees occupying positions allocated to the classes of the positions in the classification plan.

**7:02** **No Payment Prior To Allocation**

Payment of salary or wages shall not be made to any employee of the Council until such time as the Council verifies that the position to be filled is one previously allocated to the classes of positions in the classification plan or approves a tentative allocation to a classification.

**7:03** **Hiring Rates**

A new employee shall normally be hired at the minimum of the salary range for the position, provided however, that the Council may approve a higher rate within the range where the selected applicant possesses education and/or experience which exceed the minimum requirements for the position. In such event, the Council will advise the Union and the employees in the same class of the action and the reasons therefore, in writing, and any employee

with equivalent qualifications in the same class who is being paid lower in the range may request a review of his/her qualifications and salary. If the case is substantiated the appropriate salary adjustment shall be effected.

**7:04 Annual Increments**

- (a) Subject to 7:04 (c) all probationary and permanent employees shall receive within grade step increments effective on their established increment dates, provided that the employee has reported for work a minimum of two hundred (200) days since his/her last increment adjustment.
- (b) Subject to 7:04 (a) an increment date shall be the anniversary date of initial employment.
- (c) When an employee returns to work after leave of absence without pay, or layoff, the employee will be credited with all service before the leave of absence or layoff.
- (d) An increment may be withheld by the Council based on an unsatisfactory report. The employee shall be notified in writing and provided with reasons prior to the increment date. An employee may grieve against withholding of his increment and the onus of proof will rest on the Employer.

**7:05 Changes In Pay Range**

- (a) When a higher pay range is assigned to a position the employee shall move to the same step in the new pay range as held in the previous range.
- (b) Promotion
  - (i) On promotion, an employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than one step above his current rate.
  - (ii) Increment dates shall not be affected by promotion.
  - (iii) An employee who is promoted and fails the probation shall revert to the position held prior to probation. The rate of pay in the

position will be adjusted based on any increments which would have been earned had the employee not been promoted.

(c) Demotion

(i) When an employee is demoted the rate of pay for the new position shall be as follows:

(1) If the rate of pay received in previous positions falls within the range of pay of new position, the new rate will be the former rate received or if no such rate exists, the next higher rate.

(ii) Increment dates shall not be affected by demotion.

(d) Transfer

When an employee is transferred the rate of pay for the new position shall be the former rate received or where the rate is between two rates in the new position the rate of pay will be increased to the nearest higher rate.

(e) Re-employment

(i) Where an employee is re-employed after layoff within one year in the same or a similar position, the rate of pay shall be at the same step in the range for the position as at the time of layoff.

(ii) Where an employee is re-employed after layoff within one year in a position lower in grade the rate of pay shall be equivalent to the rate formerly received (if an identical rate exists in the new range), or the next higher rate (if an identical rate does not exist in the new range), or the maximum rate (if the rate in the former position exceeds the maximum of the new range).

(iii) Where, as a result of competition, an employee is re-employed in a position higher in grade, the rate of pay shall be adjusted as on promotion.

**7:06 Temporary Performance of Higher Position Duties**

(a) Where an employee is assigned by management to perform the duties of a higher paid position and substantially performs the duties of the higher

paid position the rate of pay shall be adjusted on the basis of the promotion formula outlined in 7:05 (b).

- (b) Remuneration for temporary performance of higher duties authorized by a supervisor shall be payable for all days worked.
- (c) Periods of temporary substitution shall not produce any change in increment dates and shall count for increment purposes. The rate in the higher class shall be adjusted based on increments in the lower range.

**7:07 Pay Periods**

- (a) Employees shall be paid every second Friday. Payment in each case shall be for work performed in that period.
- (b) Every employee shall receive a statement, showing the gross amount earned, itemized deductions there from, and the net amount payable.

**7:08 Severance Pay**

A permanent employee shall be entitled in the event of permanent layoff or retirement, to severance pay on the basis of two (2) days salary for each full year or major fraction thereof beginning the first year of employment. Such severance pay to be payable for years of recognized service and at the employee's salary rate at the time of severance.

**7:09 Travel Allowances**

- (a) Travel Allowances for authorized travel shall be as set out below. Vehicle allowance payable for both on and off reserve business travel, allowances shall be reviewed annually prior to April 1.

**Employees shall receive the same per kilometre allowance as Chief and Council;**

**Rates as of Signing:**

- (i) Vehicle Allowance **\$ 0.55/km**

(ii) <u>Meals</u>	
Breakfast	\$9.00
Lunch	\$16.00
Supper	\$36.00
(iii) Private Accommodations	\$25.00
(iv) Regular Accommodations	\$150.00
(v) Incidentals	\$20.00

(b) Out of Province Travel

- (i) Per diem rate: **four hundred dollars (\$400.00)** per day (covers meals, lodging and incidentals).
- (ii) Ground Transportation and Parking (reimbursable by receipt).

### **Article 8 Probation**

The following probationary periods shall be served by employees hired for permanent full-time positions.

#### **8:01 On Initial Employment**

- (a) All probation periods shall be of three (3) months duration. A probation period may be extended an additional three (3) months with approval of the parties.
- (b) Upon satisfactory completion of the probationary period for permanent employment the employee will be granted permanent status and will be so advised in writing.

#### **8:02 Probation On Promotion**

- (a) A permanent employee who has been promoted shall serve the probationary period for such class equivalent to that stipulated on initial employment.
- (b) An employee who is promoted during initial probation shall commence the usual probation period in the new position. If the employee does not qualify reversion to the original position may take place, in which case the remainder of the original probation period shall be served.

- (c) A permanent employee, who is on probation, shall upon promotion complete the usual probationary period. If the employee fails the probation, he shall revert to the position held prior to probation.

**8:03 Probation On Transfer**

- (a) An employee transferred during initial probation shall complete the probationary period for the new position minus service in the original position.
- (b) A permanent employee transferred shall not be required to serve a probationary period.

**8:04 Probation On Re-Employment**

No probationary period shall be required of an employee who is re-employed in any position in which he/she formerly held permanent status.

**8:05 Probation On Demotion**

No probationary period shall be required of a permanent employee who has been demoted.

**8:06 Probation On Re-Classification**

No probationary period shall be required of an employee in a position, which is re-classified unless the employee is on probation; if on probation the employee shall continue to serve the probationary period minus service accumulated to that point. Upon successful completion of the probationary period the employee shall be appointed to permanent status at the re-classified level.

**Article 9 Hours of Work and Overtime**

**9:01 Salaried Employees**

- (a) Salaried employees shall work six point five (6.5) hours per day, Monday to Friday, between the hours of 9:00 a.m. to 4:30 p.m., inclusive of a one hour lunch period. Starting and finishing times may vary for Day Care Workers.
- (b) Salaried employees shall not be required to punch a time card.

**9:02 School Employees**

- (a) Hours of work for Teacher's Assistants shall be 8:45 a.m. to 3:30 p.m. with a half hour lunch period Monday to Friday.
- (b) Hours of work for School Secretaries shall be 8:30 a.m. to 4:30 p.m. with a one hour lunch period Monday to Friday.

**9:03 Hourly Rated Employees**

The standard hours for Hourly Rated Employees shall be 8 hours per day, Monday to Friday, between 8:00 a.m. to 5:00 p.m. inclusive of a one (1) hour lunch period and two (2) fifteen (15) minute breaks. The times of work and days of work may be varied for shift workers such as Security Personnel and VLT staff, provided eight (8) hour shifts and the break periods are maintained.

**9:04 Bus Drivers**

Are paid a salary and may be required to work split shifts as determined by school needs, Monday to Friday.

**9:05** In addition to the above, employees will be allowed reasonable periods of time for lifestyle breaks.

**9:06** The Council agrees that there shall be no "unpaid leave" days imposed on employees, by unilaterally altering the work week. This does not preclude the implementation of a voluntary reduced work week program.

**9:07 Travel Time**

Time spent traveling on business beyond normal hours shall in lieu of overtime or other extra monetary compensation be compensated on an hour for hour basis, in the form of bank time to be taken at a time mutually agreed between the employee and his/her supervisor.

**9:08 Overtime (All Employees)**

Overtime is to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight (8) hours in any one regular work day. Double time (2x) for any hours worked on scheduled days of rest, provided forty (40) hours has been previously worked that week. Time worked between

scheduled hours and eight (8) per day or forty (40) per week are compensated at straight time off in lieu, however, if called in to return to work after normal hours an employee will be compensated with a minimum two (2) hours at overtime rates.

Overtime may be taken as time in lieu at the appropriate rate, subject to management approval. Overtime has to be authorized verbally or on standing written instructions. Where management cannot approve time in lieu, overtime will be paid out in cash.

### **Article 10 Technological Change**

- 10:01** For purposes of this article, technological change means the introduction of equipment or material into First Nations operations which is likely to affect the security of employment of regular employees who are employed on a full-time, year round basis.
- 10:02** The Employer agrees that it will endeavour 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.
- 10:03** Where the Employer intends to introduce technological change the following procedure will be followed:
- (a) the Employer will provide the Union with ninety (90) days 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 retaining is to be provided, it shall be provided during the employees' normal working hours where possible;

### **Article 11 Layoff and Recall**

- 11:01** The Council will provide in writing, the Union and the employees involved with thirty days notice of any need for layoffs.

**11:02 Method Of Layoff**

In the event of layoff, employees shall be laid off in the reverse order of seniority within the classification affected, unless the Employer can demonstrate that to do so would adversely affect the operational requirements of the Employer.

**11:03** In the event that an employee has been given notice of layoff or his/her job is abolished the employee may, provided he/she is qualified, exercise a right to bump using the following order of bumping:

- (a) Upon receipt of notice of layoff or his job being abolished the employee shall, within five (5) working days, notify the Administrator in writing, of intention to bump.
- (b) The employee shall bump the most junior employee in his own classification.
- (c) The employee shall bump the most junior employee in a lower classification for which he is qualified.
- (d) If the employee is successful in bumping into a lower classification he/she shall be placed on the re-employment list in the classification he/she has been laid off or abolished from for a period of up to one (1) year. If a position comes open the laid off employee shall be appointed from the re-employment list in order of seniority.

**11:04 Method Of Recall**

Employees shall be recalled in the order of their seniority for their former position or any position for which they are qualified. No new employee shall be hired in the classification until those laid off who are qualified for such classification have been given an opportunity for such recall.

## **Article 12 Seniority**

**12:01** Permanent employees shall only possess seniority. A probationary employee shall not acquire seniority until he/she has been appointed to permanent

staff, at which time such seniority will be retroactive to the date of initial hiring.

- 12:02** No employee shall be appointed to an out-of-scope position without consenting to same.
- 12:03** Seniority lists shall be made available to the Union annually on request.
- 12:04** Seniority shall be broken for the following reasons:
- (a) Dismissal for cause.
  - (b) Resignation in writing.
  - (c) Continuous layoff for a period in excess of one (1) year.
  - (d) Failure to report for work within 2 weeks after being notified to report following layoff or leave of absence where arrangements had not been made for such late reporting.
  - (e) Appointment to an out-of-scope position pursuant to 12:02 hereof.

### **Article 13 Vacation Leave**

- 13:01** Employees shall be entitled to three (3) weeks annual vacation with pay after one (1) full year of employment or one and one-quarter (1<sup>1</sup>/<sub>4</sub>) days per full month of employment.
- (a) All employees shall be entitled to four (4) weeks annual vacation with pay upon completion of five (5) years of service.
  - (b) Employees shall be entitled to five (5) weeks annual vacation with pay upon completion of fifteen (15) years of service.
- 13:02** With approval of the Council an employee may carry over up to five (5) days of vacation to the following year.
- 13:03** An employee leaving the service at any time in the vacation year before the employee has taken vacation shall be entitled to a proportionate payment in salary in lieu of such earned vacation.

- 13:04** An employee shall be entitled to receive vacation in an unbroken period, unless otherwise requested by the employee and agreed to by the parties.
- 13:05** Where in respect of any period of vacation leave an employee is granted bereavement leave or granted sick leave or granted other approved leave of absence, or when a statutory holiday falls on a day during an employee's vacation period, the period of vacation so displaced by any of the aforementioned shall either be added to the vacation period of the employee and approved by the Employer or reinstated for use at a later date at a time to be mutually agreed upon by both parties. Sick leave will only be granted during vacation if the employee has been hospitalized and has a medical certificate from the doctor specifying period of leave.

#### **Article 14 Designated Holidays**

**14:01 Holiday List**

- (a) Leave of absence with pay shall be allowed for:  
New Year's Day, Good Friday, Victoria Day, Aboriginal Solidarity Day, Canada Day, first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Easter Monday, plus one Treaty Day as declared by Council, provided the employee is not absent the day on the preceding or following the holiday.

**14:02 Falling On Days Of Rest**

- (a) When any of the above holidays fall on a Saturday and is not proclaimed by Chief and Council as being observed on some other day the following Monday shall be deemed to be a holiday.
- (b) When any of the above holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding clause already applies to the Monday) shall be deemed to be the holiday.

**14:03 Working On A Holiday**

- (a) An employee required to work on a holiday shall be paid at the rate of time and one half (1½) plus another day off with pay to be taken within a four (4) week period following the holiday or paid out to the employee.
- (b) An employee required to work overtime on a holiday shall be paid at the rate of double time if or any time in excess of normal hours

**14:04 Christmas Break**

Employees shall receive a Christmas break of two (2) weeks, without loss of wages, as designated by the Chief and Council. Should an employee be required to work during the designated break period he/she shall be compensated with equivalent time off at a time mutually agreed.

**Article 15 Sick Leave and Family Responsibility**

- 15:01** Employees shall earn sick leave at the rate of one and one-quarter (1¼) days per month.
- 15:02** For the purpose of 15:01, a month of employment shall include a month during which the employee commenced employment. The month of employment shall be defined as an accumulated twenty-two (22) days of service, or portion thereof and shall include the month the employee started prorated to the nearest one-half day.
- 15:03** The unused portion of employee's sick leave shall accumulate from year to year. Employees shall be entitled to draw on sick time to a maximum of two hundred eight (208) consecutive days.
- 15:04** Employees will draw on sick leave credits to the extent earned except that an employee may, subject to approval by the Council draw on future credits to a maximum of fifteen (15) days.
- 15:05** Any employee absent from duty due to sickness shall inform the supervisor as soon as is possible. Any employee absent for three (3) days without notice shall be considered to have abandoned his/her duties and shall be subject to

dismissal unless it can be demonstrated that he/she is unable to physically comply with the notice requirements.

- 15:06** An employee may be required to produce a medical certificate after an absence of three (3) consecutive days.
- 15:07** Sick leave shall be defined as that period of time an employee is absent from work due to an illness or disability not covered by Workers Compensation. Notwithstanding the above, up to five (5) days of sick leave per year may be used to attend to illness in the immediate family.
- 15:08** At the close of each calendar year, the Council shall advise each employee in writing of the amount of sick leave accumulated.
- 15:09** The Employer and the Union recognize that mental illness, alcoholism, and drug abuse are health problems. Where necessary sick leave benefits will be granted for treatment on the same basis as now applied for other health problems. Employees whose partner and/or child is undertaking a rehabilitative program for alcoholism or drug abuse may apply for vacation time or leave or absence without pay to participate with the partner/or child in such rehabilitative program. When two (2) employees are from the same family, only one (1) employee will be accommodated with time off to support the child in the rehabilitative program.

## **Article 16 Employee Benefits**

- 16:01** In the matter of group life, disability, dental and other applicable benefit plans, premiums will be cost shared equally by the Council and the employees as negotiated.
- 16:02** **Workers Compensation**  
The parties hereto agree during the life of the agreement to examine the feasibility of establishing Workers Compensation coverage for some or all bargaining unit employees.
- 16:03** Employees personal property lost or damaged as a direct result of their employment responsibility to the Employer shall be replaced or repaired at

the expense of the Employer if the employee was not negligent in the care and protection of the property.

- 16:04** The Employer shall maintain liability insurance which would provide coverage for any and all costs including legal representation for employees who may be involved in any legal proceeding arising out of the legitimate discharge of his/her duties.

### **Article 17 Leave of Absence**

**17:01** **Maternity Leave**

- (a) In order to qualify for maternity leave an employee must:
- (i) have completed seven (7) continuous months of employment for or with Employer;
  - (ii) submit to the Employer an application in writing for leave 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
  - (iii) 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.
- (b) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 17:01 (a) (iii); or
  - (ii) 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 Article 17:01 (a) (iii) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
  - (iii) the Employer may vary the length of maternity leave upon proper certification by attending physician.

- (c) (i) an employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.
- (ii) 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 under subsection (a), 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.

**17:02 Adoptive Parent Leave**

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.

Where a female employee adopts an infant under the age of twenty-four (24) months such employee shall be eligible to receive maternity leave and the relevant provisions of Article 17:01 Maternity Leave shall apply "mutatis mutandis."

**17:03 Parental Leave**

- (a) In order to qualify for parental leave, an employee must:
  - (i) be the mother of a child; or
  - (ii) be the father of a child or he must assume actual care and custody of his newborn child; or
  - (iii) adopt a child under the laws of a province.
- (b) An employee who qualifies under Article 17:03 (a) must:
  - (i) have completed seven (7) continuous months of employment; and
  - (ii) 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.

- (c) An employee who qualifies in accordance with Articles 17:03 (a) and 17:03 (b) is entitled to parental leave without pay for a period of up to thirty-seven (37) continuous weeks.
- (d) Subject to Article 17:03 (e), parental leave must commence no later than the first anniversary date of birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- (e) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

**17:04 Pressing Necessity and Bereavement Leave**

- (a) Employees shall be allowed leave of absence with pay and without loss of seniority and benefits in cases of bereavement (includes employees' immediate family and spouse's immediate family). A maximum of three (3) days may be allowed, plus up to two (2) days of travel time. Additional amounts may be granted but will be deducted from accumulated sick leave. For purposes of this Article "Immediate Family" refers to Parent, Spouse, Child, Sibling, In-Law, Grandparent, Grandchild, or such other person whom the employee permanently resides.
- (b) Bereavement Leave with pay may be granted at the discretion of an authorized supervisory authority for persons not listed in 17:04 (a) hereof.
- (c) Leave of absence with pay, chargeable to an employee s' sick leave credits, may be granted on the basis of pressing necessity. Requests to use sick leave credits for this purpose shall be made in writing to the Supervisor. Requests may be granted, or rejected to an extent considered fair and reasonable to the Supervisor on the basis of the particular situation encountered.

- (d) Council may grant leave with pay for employees to attend memorial services in honour of prominent members of the Sandy Bay First Nation and/or the employees' First Nation or Aboriginal Organization.
- (e) The Council agrees to grant short-term leave with pay for the purpose of required visits to medical and dental offices. Any such absences of one half (½) day or more shall be deducted from accumulated sick leave credits. On request, employees will be required to show proof of medical or dental care.

**17:05 Union Business Leave**

- (a) Up to three (3) representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. The Union shall reimburse the Employer salary paid to such employees within thirty (30) days of receipt of the invoice for same.
- (b) For meetings concerning the processing of grievances, leave without loss of pay to one grievor and one elected Local Union Representative shall be granted.

At the request of the employee, an Elder may be present when dealing with issues affecting Aboriginal employees. The employee shall be responsible for arranging for the Elder and any associated costs.

- (c) Upon reasonable notice to the Employer an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence on a wage recovery basis. Leave of absence on a wage recovery basis shall allowed for employees to attend meetings of Union Committees or other bodies affiliated with Manitoba Government and Employees' Union.
- (d) An employee who is elected or selected for a full-time position with the Union may be granted leave of absence without pay or benefits but without loss of seniority for a period of one (1) year. Such leave may be renewed each year, on request, during his/her term of office at the discretion the Employer.

**17:06 Training Development**

- (a) The parties agree to facilitate educational opportunities, which may include literacy training and career path counselling/planning, to the extent that funding is available.
- (b) The Council shall make available to the employees covered by this Agreement any educational leave policy, which applies to any of its employees.

**17:07 General Leave**

An employee may be granted either leave of absence without pay, for up to one year when such leave is requested for good and sufficient cause. Such requests shall be in writing and subject to approval by the Employer.

**17:08 Accommodation Of Spiritual Or Cultural Observances**

Subject to operational requirements, every reasonable effort will be made to accommodate an employee in order for them to attend or participate in spiritual or cultural observances required by faith or culture. It shall be incumbent upon the employee to provide the Employer with reasonable notice of such observances. Unless otherwise agreed, such absences shall be without pay unless banked overtime or vacation is used.

**Article 18 Discipline**

**18:01** An employee shall not be dismissed or otherwise disciplined without just cause. The burden of proof of just cause shall rest with the Council. Evidence shall be limited to the grounds stated in the disciplining notice, or such other ground(s) as an Arbitrator may allow. An employee has the right to Union Representation at any disciplinary meeting.

**18:02** Reprimands shall be recorded by means of a letter to the employee with a copy to the Union. Such letters shall become a part of the employee's record. The employee's reply to specific complaints, accusations or expressions of dissatisfaction shall also be recorded.

**18:03** An employee has the right to peruse his/her own personal file upon request to his/her supervisor. Such perusal may be supervised.

**18:04** Suspension without pay may be effected for just cause. The employee and the Union must be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included on the written notice. A copy of the suspension notice shall be placed on the employee's record.

**18:05** Demotion shall be undertaken on the basis of a minimum of two (2) weeks' notice. Notice of intention to demote shall be given to the employee in writing and shall set out in detail the reasons therefore. A copy of the notice shall be supplied concurrently to the Union.

**18:06** **Notice Of Termination Of Employment**

The Union may be notified of issues, which may result in termination, in advance of any termination action.

- (a) Except in case of dismissal for just cause, the Council shall give written notice or payment in lieu accordance with the following:
  - (i) Two (2) week's written notice if his/her period of employment less than five (5) years.
  - (ii) Four (4) week's written notice if his/her period of employment is at least five (5) years.
- (b) Except in the case of dismissal for just cause, an employee holding a probationary appointment for more than thirty (30) days in a class from which his/her services are to be terminated shall be given two (2) week's notice of such termination provided that, if such notice is not given, a sum equal to two (2) weeks salary shall be paid to such employee in lieu of notice.

## **Article 19 Grievances**

**19:01** 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. There is also a need to restore harmony to the workplace

and a desired positive resolution for all. To help achieve this, the process may include a sharing circle/mediation resolution procedure. The Union and management will agree to determine the participants. If no agreement is reached the formal process shall prevail.

**19:02 Leave For Grievances**

The Council shall allow leave without loss of pay for up to one (1) elected Union Representative and one (1) grievor for grievance meetings under Article 19:04. One (1) grievor shall be allowed leave with pay to attend arbitration hearings.

- (a) Any disagreement between the parties to this Agreement with respect to the application or interpretation of the articles contained herein, or any other matters relating to conditions of employment shall be resolved pursuant to 19:03 and 19:04 hereof.

**19:03 Time Limits**

A grievance shall be deemed to have been initiated on the date written statement of grievance has been received by the supervisor. A grievance to be accepted must be initiated within twenty (20) calendar days from the date on which the employee first became aware of the alleged infraction. Notwithstanding, the twenty (20) calendar day time limit shall not apply to instances where the Union alleges a continuing violation. All time limits as set out in Sections 19:03 and 19:04 may be extended by mutual agreement of the parties.

**19:04 Procedures**

Step 1

The grievance shall be submitted in writing by the aggrieved and/or by the Union on behalf of the aggrieved to his/her supervisor who shall render a decision in writing within seven (7) calendar days of receipt. In all instances a copy of the grievance shall be submitted concurrently to the Staff Representative of the Union.

Step 2

If a satisfactory settlement cannot be effected at Step 1, the Union will submit within twenty (20) calendar days the grievance to the Council or designate who will render their decision in writing within fourteen (14) calendar days of arguments presented of the grievance at Step 2.

Step 3

If a satisfactory settlement cannot be effected at Step 2 the Union may, within thirty (30) calendar days of receipt of the decision at Step 2 apply for Arbitration.

## **Article 20 Arbitration**

### **20:01 Establishment and Composition of an Arbitration Proceeding**

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement. The name of the person(s) suggested as Arbitrator by the applicant shall be included.
- (b) Within ten (10) working days of receiving the notice, the party receiving the notice shall furnish the name(s) of its suggested Arbitrator. If no agreement is reached on selection of an Arbitrator, the Federal Minister of Labour shall be requested to make such an appointment.
- (c) Notwithstanding the above, the parties may agree to adjudication by a three (3) person panel. Where the nominees of the respective parties are unable to agree on choice of arbitrator, the arbitrator shall be appointed by the Federal Minister of Labour.

### **20:02 Procedure of an Arbitration Board**

- (a) The Chairperson shall fix a time and place of sittings after consultation with the parties.
- (b) The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

- (c) In the event that an employee is called as a witness before an arbitration board convened under Article 20, the Council shall grant leave and expenses, which shall be applicable as follows:
  - (i) If called by the Council leave without loss of pay and expenses paid by the Council.
  - (ii) If called by the Union, leave without pay and expenses paid by the Union.
  - (iii) If called by the Board, the parties shall share equally the costs of leave without loss of pay and expenses.
- (d) The Board shall render a decision within fifteen (15) days of the end of the hearings.

**20:03 Decision Of An Arbitration Board**

- (a) In the event a three (3) person Board is used, the decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- (b) The decision of a single Arbitrator or three (3) person board shall be final, binding and enforceable on all parties.
- (c) The Board shall not have the power to change this Agreement or to alter, modifying or amend any of its provisions. Subject to the foregoing, the Board shall have the power to dispose of the grievance by any arrangement, which it deems just and equitable.
- (d) Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision.

**20:04 Expenses Of An Arbitration Board**

The fees and expenses of the Arbitrator and any other common expenses shall be shared equally by both parties. Where applicable, each party shall pay the fee and expenses of its nominee to the Board, and any of its witnesses.

## **Article 21 Safety and Health**

- 21:01** The Council shall make provision for the safety and health of employees during hours of work. Employees shall endeavour to point out any health and safety hazards to the Occupational Health and Safety Committee.
- (a) The Employer and the Union agree to meet and to cooperate in resolving all unsafe and dangerous working conditions. To this end, the parties have agreed to establish an Occupational Health Committee. The Union shall have at least fifty percent (50%) representation on the committee meetings shall be on work time called by either party at least once every three (3) months.
  - (b) A joint committee of one (1) representative from the Union and one (1) from the Council shall be appointed to formulate a disaster plan, an employee assistance policy and a respectful workplace policy shall be recommended to the Council for adoption. Such policy to include counselling for employees who suffer trauma in the course of their duties.
  - (c) No employee will be disciplined for refusal to perform any task or to operate any equipment, on or off the premises, where they have reasonable grounds for believing it could be dangerous. Such job or equipment shall not be reassigned until steps have been taken to satisfy them otherwise or until the Occupational Health and Safety Committee has investigated the matter.
  - (d) Adequate first aid supplies shall be made available in all Employer work sites.

## **Article 22 Present Conditions and Benefits**

- 22:01** Council agrees to consult with the Union on any proposed changes to benefits, privileges and working conditions covered by policy but not specifically covered by this Agreement.

**22:02** All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated.

### **Article 23 Copies of the Agreement**

**23:01** The Union shall absorb printing costs of sufficient copies of the Agreement for employees and management personnel.

### **Article 24 Duration of Agreement**

**24:01** This Agreement shall be binding and remain in effect from **April 1, 2010 to March 31, 2013** and shall continue from year to year thereafter unless either party gives to the other party notice in writing to negotiate amendment at least thirty (30) days prior to the expiry date.

**24:02** Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**24:03** Both parties shall adhere to the terms of this Agreement during Collective Bargaining. If negotiations extend beyond the termination of the Agreement, the retroactivity of terms as mutually agreed upon (other than wages) shall be negotiable. Negotiated wage increases shall be retroactive to the expiry of the predecessor agreement.

**24:04** An employee who has voluntarily severed his employment between the termination date of this Agreement and the effective date of the new Agreement shall not receive retroactivity of any increases in wages negotiated.

### **Article 25 Education**

**25:01** The Council recognizes that education is a continuing process and in conjunction with this objective shall make provision for a staff education policy on an applicant basis. This will include provisions for financial

assistance for employees to upgrade their qualifications for their current positions and/or promotional opportunities, subject to available funding.

- 25:02** The Union wishes to discuss a Qualification Pay provision for classifications where special certification is desired (e.g. Special Ed. Certification for Teacher's Aides, Water Treatment Operators). Such discussions will occur in conjunction with the development of the pay plan per Schedule "A" hereof.

#### **Article 26 Pensions and Benefits**

- 26:01** The Council shall maintain the current pension and benefit plans. Any changes to the current plans are subject to negotiations with the Union.

#### **Article 27 Hours of Work and Overtime**

- 27:01** Employees unable to attend work due to impassable roads, inclement weather and or school closures shall be paid by the Employer to prevent any wage loss situation, such pay shall not be deducted from the employee's sick leave, vacation and/or overtime bank.

#### **Article 28 Professional Development**

- 28:01** The Employer will provide each employee the opportunity to attend educationals for the purpose of professional development that relates to their position within the bargaining unit. A written request shall be provided to Chief and Council or designate to request such training. This training shall be provided first to those who have requested such training before any other employee is given training. If there is no ability by the Employer to fund the requested training in the year it is requested, then the employee shall be given first consideration for training before any other employee within the classification who has not requested such training once the funding becomes available. The Employer shall, upon request, develop a training outline for such an employee to further develop their skills within their respected positions.

### Schedule "A" - Wages

The Employer and the Union will negotiate a fair and reasonable wage increase for the life of this Collective Agreement as well as the wage reopener for the 2008/2009 and 2009/2010 fiscal years.

The Employer and the Union will establish wage scales for each of the classifications within the bargaining unit. Chief and Council will provide copies of each of the existing pay scales for every employee that forms part of the bargaining unit. This information shall be provided in no less than thirty (30) days from the date of signing of this Agreement. Once the information has been provided to the Union, the Union and Employer will establish the rates of pay for each classification and formulate a pay scale that shows the steps of each scale. This wage scale shall form part of the Collective Agreement. Where the parties are unable to agree to the wage adjustment for the fiscal year(s) in question, the dispute shall be referred to arbitration in accordance with Article 20 hereof.

**Letter of Intent**

*between*

**Sandy Bay Ojibway First Nation**

*and*

**Manitoba Government and General Employees' Union**

**Re: Union Dues**

---

The Union will provide to Sandy Bay First Nation a monthly rebate of twenty percent (20%) of all Union dues received by the Union during the preceding month as duly deducted from Sandy Bay bargaining unit members. This rebate will only be paid for dues received within thirty (30) days of being deducted and all qualified rebates will be paid to Sandy Bay within thirty (30) days of dues received.

This rebate is provided on the understanding that it is to be used exclusively by Sandy Bay First Nation to help defray the costs of administering the Collective Agreement.

This undertaking by the Union is based solely on the specific circumstances existing at Sandy Bay First Nation and is without prejudice to any like or similar situation currently existing or arising in future.

**Memorandum of Agreement**

*between*

**Sandy Bay Ojibway First Nation**

*and*

**Manitoba Government and General Employees' Union**

**Re: SETA's Lunch/Recess Schedule**

---

**The Employer will endeavour to work with the Union to establish an equitable schedule for SETA's Lunch/Recess duties and subbing responsibilities.**