

Collective Agreement

between

Sandy Bay Ojibway First Nation

Local 354

and

Manitoba Government and General Employees' Union

April 1, 2023 to March 31, 2027

Table of Contents

Preamble	1
Article 1	Definitions	1
Article 2	Scope	3
Article 3	Union Security	4
Article 4	Appointments	6
Article 5	Classification Plan	8
Article 6	Reclassifications	9
Article 7	Term Employees	9
Article 8	Pay Administration	12
Article 9	Probation	17
Article 10	Hours of Work and Overtime	18
Article 11	Technological Change	22
Article 12	Layoff and Recall	23
Article 13	Seniority	27
Article 14	Vacation Leave	28
Article 15	Holidays & Days of Observance	29
Article 16	Sick Leave and Family Responsibility	30
Article 17	Employee Benefits	32
Article 18	Leave of Absence	34
Article 19	Discipline	39
Article 20	Grievances	42
Article 21	Arbitration	43
Article 22	Safety and Health	45
Article 23	Present Conditions and Benefits	46
Article 24	Copies of the Agreement	46
Article 25	Duration of Agreement	47
Article 26	Education	47

Article 27 Pensions and Benefits 48

Article 28 Inclement Weather 48

Article 29 Professional Development 49

Article 30 Management Rights 50

Article 31 Criminal Charges..... 50

Appendix “A”: Casual Employees..... 52

Schedule “A” - Wages 55

Letter of Intent 56

 Re: Union Dues

Memorandum of Agreement..... 57

 Re: Salary Schedule and Classifications

Salary Schedule..... 60

*All changes appear in **bold**.

Alphabetical Table of Contents

Preamble	1
Article 4	Appointments	6
Article 21	Arbitration	43
Article 5	Classification Plan	8
Article 24	Copies of the Agreement	46
Article 31	Criminal Charges	49
Article 1	Definitions	1
Article 19	Discipline	39
Article 25	Duration of Agreement	46
Article 26	Education	47
Article 17	Employee Benefits	32
Article 20	Grievances	41
Article 15	Holidays & Days of Observance	28
Article 10	Hours of Work and Overtime	18
Article 28	Inclement Weather	47
Article 12	Layoff and Recall	22
Article 18	Leave of Absence	33
Article 30	Management Rights	49
Article 8	Pay Administration	12
Article 27	Pensions and Benefits	47
Article 23	Present Conditions and Benefits	46
Article 9	Probation	16
Article 29	Professional Development	49
Article 6	Reclassifications	9
Article 22	Safety and Health	44
Article 2	Scope	3
Article 13	Seniority	27
Article 16	Sick Leave and Family Responsibility	30

Article 11 Technological Change 22

Article 7 Term Employees 9

Article 3 Union Security 4

Article 14 Vacation Leave 27

Appendix “A”: Casual Employees..... 51

Schedule

“A” **Wages**

 54

Letter of Intent 55

 Re: Union Dues

Memorandum of Agreement..... 56

 Re: Salary Schedule and Classifications

Salary Schedule 58

*All changes appear in **bold**.

This Agreement made this 24th day of August, 2024

between

Sandy Bay Ojibway First Nation

(hereinafter referred to as the “Employer”)

of the first part

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

of the second part.

Preamble

WHEREAS it is the desire of all parties to this Agreement to maintain the existing harmonious relationship between the Employer and the members of the Union, to promote cooperation and understanding between the Employer 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 Employer;

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 Definitions

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

1:01 “Union” means the Manitoba Government and General Employees’ Union.

1:02 “Employer” 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 lateral 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. **These positions are not within the scope of the bargaining unit.**
- 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.
- 1:15 “Pressing Necessity” means an unforeseen or emergent situation.

- 1:16** “Immediate Family Member” is defined as the employee’s spouse (includes both married and unmarried couples, of the same sex or the opposite sex), parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the Employee or the Employee’s spouse, the spouse of the Employee’s child, a brother or sister of the Employee, a relative of the Employee who is dependent of the Employee for care or assistance.
- 1:17** “Inclement Weather” is defined as thunderstorms, snowstorms, ice storms, hurricane, tornado, flooding, severe rain, extreme temperatures or any acts of nature by virtue of which it is either dangerous or unsafe for Employees to travel or continue working whilst the same prevails.
- 1:18** “Bump” or “Bumping” means in a layoff, where a worker takes over the job of a worker with less seniority.
- 1:19** **“Essential Services” means employees employed in Health, Waste Removal, Water Treatment, Septic, Plumbing, Electrical, Finance, Housing and Income Assistance and those falling under SBOFN’s Emergency Response Plan.**
- 1:20** **“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.**

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, Chief Executive Director, Executive Director of Finance, Director of Human Resources, Director of Own Source Revenue, Assistant Director of Health, Executive Assistant,

Human Resources Assistant, Office Manager, ISETS Director, Probation Service Employee, Bulk Fuel Manager, Administration and Administrative Assistants in the Education Department, 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, Complex/VLT Manager, VLT Administrative Assistant, Housing Manager, Income Assistance Administrator – Program Manager, Transportation & Maintenance Building Supervisor, Employment Counsellor, Smoke Shop Manager, Security Supervisor, Custodian Supervisor, Jordan’s Principle Coordinator, Casuals (until 240 hours is attained), and such other positions as may be agreed to by the parties from time to time.

Article 3 Union Security

- 3:01** The Employer 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 Employer 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 biweekly 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 biweekly pay period, following the date the employee is covered under the terms of this Agreement.

The Employer shall provide the Union on a biweekly 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.

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 Employer shall type on the amount of Union dues paid by each Union member.

3:07 The Employer 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 up to a period of no longer than two (2) months 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 Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to conduct educational and business functions on the Employer premises, with prior approval of the Employer. Such sessions will be conducted during non-work time.
- 3:10** The Employer agrees not to contract out work or services, which are currently performed by **bargaining unit** employees, except on a temporary emergency basis. **Temporary emergency basis means that the work required needs to be completed within a specific time or until a bargaining unit employee is able to complete the work or service, which may include employee training, or acquisition of equipment required as determined by the Employer, acting reasonably.**
- 3:11** **Any movement of work outside the bargaining unit that causes redundancy to bargaining unit employees which result in loss of hours would be considered contracting out.**
- 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 Employer 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 Employer, 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. **Copies of the above bulletined postings shall be made available to the Union.**

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

- (b) The **bulletined posting** shall allow a minimum of **ten (10) business days** for applications to be submitted and shall be announced to all employees in the form of a bulletin posted in a **visible location within each department** in the Employer offices. The bulletin shall set the name of the position, duties involved, qualification requirements, salary, deadline date for applications, and any other pertinent information.
- (c) **The selection of employees shall be on the basis of abilities, skills, and qualifications relevant to the position. Where abilities, skills and qualifications are relatively equal, the Employer will consider whether any of the relatively equal applicants are Indigenous and, in accordance with Article 12 (Layoff and Recall) of the Collective Agreement and the applicable provisions of the *Canadian Human Rights Act*, prefer the Indigenous applicant. If multiple relatively equal candidates are Indigenous, then seniority of the qualified candidates at the closing date of the applications for the competition shall be the deciding factor.**

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

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

Article 5 Classification Plan

- 5:01** The Employer 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 Employer and shall be available for inspections.
- 5:03** New or revised classifications or positions shall be established in accordance with Article 5:01. The Employer shall give notice of intention to the Union, and the parties shall commence negotiations on the appropriate salary range for the new classification without undue delay. If no agreement is reached within thirty (30) days of the commencement of negotiation, in order to avoid delay in filling the position the Employer may advertise the position at a salary range which is the lower of the salary ranges advanced by each party in negotiation. The application of this clause shall not be deemed to constitute the re-opening of this Agreement.
- 5:04** The rate of pay when negotiated **or determined** will be retroactive in respect of any employees hired at the lower rate **to the date negotiated, the date the classification was put up for review, or the employee's start date in that position, whichever is earliest.**

Any disagreement between the Union and the Employer on abolishment shall be **heard at Step 2 of the grievance process in Article 20 (Grievances).**

5:05 The Employer shall notify the Union thirty (30) days prior to abolishing a position giving the reasons why.

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 Employer 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 in accordance with Article **20 starting** at Step 2 of the grievance procedure.

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 within their respective department.

Article 7 Term Employees

7:01 "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.

7:02 Where the employment of a term employee terminates at the end of a specific term of employment, then:

- (a) The Employer shall not be required to give any notice of payment in lieu thereof.

- (b) The Employee shall not be required to give any notice of resignation.
- (c) The Employer shall inform the employee of any performance issues that arise during the employee's term of employment.

7:03 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 full-time continuous service or;
 - (ii) Two (2) weeks' notice to an employee with less than one (1) year of full time continuous service.

7:04 (a) 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, the Employer will convert the employee to regular status.

(b) Where it is known, prior to twenty-four (24) continuous months, that the position is expected to continue, and subject to Article 7:02, the term employee may be converted to regular status at that time.

7:05 An employee appointed on term shall be informed in writing as to the duration of the term. Where the term relates to the reason set out in Article 7:07, 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.

7:06 Where the employee is not to be converted in accordance with Article 7:04, 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 Article 7:04 are not met. A meeting may be held with the employee to discuss this matter. The employee has the option to have a Union representative present.

- 7:07** Articles 7:06 and 7:10 do not apply where a term employee is replacing an employee who is absent for any reason.
- 7:08** Where a term employee is re-employed within one-hundred fifty (150) days of the expiration of their previous term of employment, service as of the end of the previous term of employment will be credited to the employee as consecutive service. The foregoing does not apply to a term of employment where an employee has resigned.
- 7:09** The Employer and the Union will meet in the month of June or as otherwise mutually agreed, in each year to review the status of all term employees with more than twenty-four (24) continuous months of service.
- 7:10**
- (a) Term employees who accumulate twenty-four (24) months of service in accordance with Article 7:08 shall be entitled, for a period of one hundred fifty (150) days, to a right of first refusal to fill the same term position provided it is available and subject to the following conditions:
 - (i) Service was accumulated in the same position performing the same function;
 - (ii) The position was initially filled through a competitive process.
 - (b) When the position resumes, offers shall be made in order of seniority.
 - (c) The person to whom this article applies must:
 - (i) Report any change of contact information to Human Resources without delay;
 - (ii) If offered that position, respond to the offer within seven (7) days of receipt of notification;
 - (iii) Return to work on the date required by the Employer; and

- (iv) Except for good and sufficient reasons, accept the offer in accordance with this Article or be deemed to have abandoned their rights under this Article.

7:11 Unless otherwise provided for in this Article and Article 12, term employees shall have no seniority rights in matters of demotion, layoff and recall, and shall not be eligible for transfer. Once an Employee completes a term position, they have no rights to be employed elsewhere with the Employer.

Article 8 Pay Administration

8:01 Effective April 1, **2023** 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. That seniority and certification be used when placing Employees on their appropriate pay scale.

8:02 **No Payment Prior to Allocation**

Payment of salary or wages shall not be made to any employee of the Employer until such time as the Employer 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.

8:03 **Hiring Rates**

A new employee shall normally be hired at the minimum of the salary range for the position, provided however, that the Employer 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 Employer 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.

8:04 Annual Increments

- (a) Subject to Article 8:04(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 Article 8:04(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 Employer based on an unsatisfactory **annual review**. 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.

Where no annual review has been completed by the anniversary date of the employee, then the increment shall not be withheld.

8:05 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:

(A) 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.

8:06 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 Article 8:05(b).
- (b) Remuneration for temporary performance of higher duties authorized by a supervisor shall be payable for all days worked. **Educational Assistants shall be paid a “higher responsibility pay” of two dollars (\$2.00) an hour in addition to their regular rate of pay when assigned to be a substitute teacher.**
- (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.

8:07 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.
- (c) **Earned bank amounts such as overtime, sick, vacation, etc. shall be provided on each pay statement.**

8:08 Severance Pay

A permanent employee shall be entitled in the event of permanent layoff or **authorized** 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.

For the purposes of this Article, a “major fraction thereof” is working at least one half (1/2) hour of regular annual hours in any partial year of employment.

For the purposes of this Article, an “authorized retirement” means individuals who are eligible to retire with the rule of 80 as calculated by the retirement plan.

8:09 **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. **Employer chart used for distances related to travel (e.g. Sandy Bay to Winnipeg/return 402.5 km).**

Employees shall receive the same per kilometre allowance as the Employer;

Rates as of Signing

- | | |
|-------------------------------|---|
| (i) Vehicle Allowance: | \$ 0.85/km |
| (ii) <u>Meals</u> | |
| Breakfast: | \$19.45 |
| Lunch: | \$20.73 |
| Supper: | \$48.15 |
| (iii) Private Accommodations: | \$75.00 |
| (iv) Regular Accommodations: | Hotels Actual Cost Standard Room |
| (v) Incidentals: | \$25.00 |

(b) Out of Province Travel

- (i) Per diem rate: four hundred **seventy-five** dollars (**\$475**) per day (covers meals, lodging and incidentals).
- (ii) Ground transportation and parking (reimbursable by receipt).

Article 9 Probation

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

9:01 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.
- (c) **Where the Employer deems the probation period is unsatisfactory, the Employer may reject permanent employment to the individual. The employee shall be advised in writing on letterhead and may have a Union Representative present for that meeting.**

9:02 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.

9:03 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.

9:04 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.

9:05 Probation on Demotion

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

9:06 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 10 Hours of Work and Overtime

10:01 It is recognized that there are several departments and categories within those departments where employees have unique hours of work. The classifications within each category are set out in the Salary Schedule.

10:02 Band Employees

Category “A” employees will be salaried employees who work six and one-half (6 ½) hours per day, Monday to Friday, between the hours of 9:00 am and 4:30 pm, inclusive of a one (1) hour unpaid meal period.

On the last workday of the week, Category A employees will work the hours of 9:00 am to 4:00 pm with a one-half (½) hour unpaid meal period.

Category “B” employees will be hourly waged employees who work eight (8) hours per day, Monday to Friday, between the hours of 8:00 am and 5:00 pm, inclusive of a one (1) hour unpaid meal period. Except for the following present incumbents who will remain salaried:

XXXXX

XXXXX

XXXXX

On the last workday of the week, Category “B” employees will work the hours of 8:00 am to 4:30 pm, with a one-half ($\frac{1}{2}$) hour unpaid meal period.

Category “C” employees will be hourly waged employees who work up to eight (8) hours per day as scheduled by the Employer inclusive of a one (1) hour paid meal period.

Category “D” employees will be hourly waged employees who work ten (10) hours per day, generally four (4) days per week as scheduled by the Employer inclusive of a one (1) hour paid meal period.

10:03 Health Employees

Category “E” employees will be salaried employees who work six and one-half ($6\frac{1}{2}$) hours per day, Monday to Friday, between the hours of 9:00 am and 4:30 pm, inclusive of a one (1) hour unpaid meal period.

On Fridays, Category “E” employees will work the hours of 9:00 am to 4:00 pm with a one (1) hour meal period, half of which is paid and half unpaid.

Category “F” employees will be hourly waged employees who work ten (10) hours per day, generally four (4) days per week, as scheduled by the Employer inclusive of a one (1) hour paid meal period.

Category “G” employees will be salaried employees who work six and one-half (6 ½) hours per day, five (5) days per week as scheduled by the Employer and inclusive of a one (1) hour unpaid meal period.

Category “H” employees will be hourly waged employees who work up to eight (8) hours per day, five (5) days per week, as scheduled by the Employer inclusive of a one (1) hour unpaid meal period.

10:04 School Employees

Category “I” employees will be salaried employees who work eight (8) hours per day, Monday to Friday, between the hours of 8:30 am and 4:30 pm, inclusive of a one (1) hour paid meal period.

Category “J” employees will be salaried employees who work six and three quarters (6 ¾) hours, Monday to Friday, between the hours of 8:30 am and 3:15 pm, inclusive of a one-half (½) hour paid meal period. On non-bus days, Category J employees will begin their work day at 8:45 am.

Category “K” employees will be hourly waged employees who work up to eight (8) hours per day as scheduled by the Employer, inclusive of a one (1) hour paid meal period.

Category “L” employees will be hourly waged employees as scheduled by the Employer.

Category “M” employees will be salaried employees who work up to six and one-half (6 ½) hours per day, Monday to Friday between the hours of 8:00 am and 4:00 pm. These employees may be required to work irregular hours.

Category “N” employees will be hourly waged employees who work ten (10) hours per day, generally four (4) days per week, as scheduled by the Employer inclusive of a one (1) hour paid meal period.

10:05 EA Duties (Category “J”)

EA's will not be required to perform bus duties and recess duties on the same day.

10:06 Breaks

All full time employees will receive two (2) paid fifteen (15) minute breaks per day, one approximately halfway between the beginning of the day and the meal period, and one approximately halfway between the meal period and end of the day.

All non-full time employees will receive one (1) paid fifteen (15) minutes break for any shifts less than six (6) hours long, two (2) paid fifteen (15) minute breaks for shifts six (6) hours or more. At six and one-half (6 ½) hours, an employee would also be entitled to a one-half (½) hour unpaid meal break.

10:07 The Employer agrees that there shall be no unpaid leave days imposed on employees, by unilaterally altering the work week.

Employees who work on a day when the Employer is closed due to the direction of Band Leadership shall be paid their regular wages for that day and receive time off in lieu or pay at straight time for hours worked. This time off is not considered for overtime purposes.

10:08 Employees may request voluntary reduced work week program, subject to the Employer's operational requirements.

10:09 Travel Time for Training

When an employee requests training, the travel time associated with that training is unpaid time beyond the employee's normal working hours.

When the Employer requires an employee to attend training, then the employee shall be paid their regular wage rate and possibly overtime.

10:10 Overtime

Overtime is to be paid at the rate of time and one-half (1½x) for all hours worked in excess of eight (8) hours in any one regular work day **(except for Category D, F and N employees, who receive overtime after work in excess of ten (10) hours in any work day or forty (40) hours in a week)**. 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 prior management approval in writing. Overtime **must** be authorized **in advance and in writing by the applicable Department Manger**. Where **authorized overtime is worked and** management **does not** approve time in lieu, overtime will be paid **on the pay period it was requested by the employee**.

Article 11 Technological Change

- 11:01** 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.
- 11:02** 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.
- 11:03** 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 **retraining** is to be provided, it shall be provided during the employees' normal working hours where possible;

Article 12 Layoff and Recall

- 12:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the 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.
- 12:02** The Employer shall determine the group of employees concerned within each classification from which employees are to be laid off.
- 12:03** Where the lay-off(s) of employee(s) 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.
- 12:04** Employees selected for lay-off shall receive four (4) weeks' notice or payment in lieu. No notice is required for term employees who are released at the end of their term. The Union shall be provided with a copy of all lay-off notices issued.
- 12:05** In determining the order of lay-off of employees, seniority shall be the determining factor. This Article 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. Term employees with less than two (2) years of continuous service shall first be considered for lay-off.
- 12:06** An employee identified for lay-off may exercise an option to bump an employee with less seniority in the same, equivalent or lower classification, subject to the following:

- (a) Where an employee is identified for lay-off, the Employer may identify a vacant suitable placement that is at the same or an equivalent classification and the same annual hours of work where the employee is deemed to have the qualifications and ability to perform the duties. The employee may only decline the placement opportunity if the position would require change of work location from one community to another community outside of a twenty (20) kilometer radius measured from the employee's current work location.
- (b) If no vacant suitable placement is identified by the Employer, or the employee declines the opportunity under subsection (a), the employee may exercise an option to bump, into another position of same, equivalent or lower classification, and the employee shall notify the Administrator in writing of the employee's intention to bump, within five (5) working days of being identified for lay-off, subject to the following:
 - (i) The Employer will create a list of potential position(s) and share it with the Union;
 - (ii) The employee must have the qualifications and ability to perform the work of the position they are seeking to bump into;
 - (iii) The employee will bump the most junior employee in the position;
 - (iv) A term employee laid off prior to the expiry of his/her term may only bump another term employee with the same scheduled expiry date.

12:07 An employee who is bumped pursuant to Article 12:06 shall be given notice of lay-off and may, in turn exercise a bumping option as set out in Article 12:06. The process will continue in this manner until there are no bumping opportunities.

12:08 An employee who is entitled to bump into another position in accordance with the provisions of this Article shall 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 bump another employee.

- 12:09** For purposes of this article, “qualifications” refers to education, knowledge, training, skills, experience, aptitude, and competence. “Ability” refers to mental and physical capability. 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.

The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.

- 12:10** The provisions of Articles 12:06 and 12:07 are not applicable if the lay-off is to be for a duration of less than three (3) months, **or a regular annual seasonal layoff** and the employee(s) is to return to their position upon expiry of such lay-off.
- 12:11** Casual employees shall not be used to do the work of laid off employees unless the laid off employee(s) is not available for work.
- 12:12** Where an employee, including a term employee, alleges that the employee’s lay-off has not been in accordance with this Agreement, the grievance shall be initiated at the second step of the procedure.
- 12:13** The Employer shall maintain a re-employment list for all employees who are laid off. A copy will be provided to the Union on request. The acceptance or rejection of a position by an employee on the re-employment list will not affect that employee’s status on the re-employment list.

- 12:14** 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 layoff.
- 12:15** 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.
- 12:16** An employee who is on the re-employment list must:
- (a) Report any change of address **or contact information** to Human Resources 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 who accepts a reasonable re-employment opportunity at a lower rate of pay shall retain their recall rights under Article 12:15 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 the Employer;
 - (d) Except for good and sufficient reasons, accept a call back or reasonable re-employment opportunity in accordance with this Article or be deemed to have resigned.
- 12:17** A “reasonable re-employment opportunity” is a position which the employee is reasonably qualified for and able to perform and which is in a location which would not require a change of residence by the employee.
- 12:18** Employees on a re-employment list may be offered re-employment to other positions within Sandy Bay Ojibway First Nation.
- 12:19** An employee who accepts another position may be placed on a trial period of not more than three (3) 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 three (3) 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.

- 12:20** 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.
- 12:21** An employee who has been notified of lay off may opt to waive their employee bumping and re-employment rights and accept a permanent lay off. The employee is then eligible to receive severance pay in accordance with policy.

Article 13 Seniority

- 13:01** 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.
- 13:02** No employee shall be appointed to an out-of-scope position without consenting to same.
- 13:03** Seniority lists shall be made available to the Union annually on request.
- 13:04** 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 two (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 Article 12:02 hereof.
- (f) **Being absent from work for three (3) days or longer without authorization and without notice to the Employer, unless it can be demonstrated that the employee was unable to comply with the notice requirement, at which point the employee's seniority shall be immediately reinstated.**

Article 14 Vacation Leave

14:01 Employees shall be entitled to three (3) weeks annual vacation with pay after one (1) full year of employment or one and one-quarter (1¹/₄) 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 ten (10) years of service.
- (c) Employees shall be entitled to six (6) weeks annual vacation with pay in the vacation year following completion of fifteen (15) years of service.

Example: An employee who started work on October 10, **2018** would complete five (5) years of service on October 10, **2023** and be entitled to four (4) weeks annual vacation starting April 1, **2024**.

14:02 With approval of the Employer an employee may carry over up to five (5) days of vacation to the following year and must be used by May 31.

- 14:03** An employee leaving the service at any time in the vacation year before the employee has taken vacation shall be entitled to **receive their earned but unused vacation pay**.
- 14:04** An employee shall be entitled to receive vacation in an unbroken period, unless otherwise requested by the employee and agreed to by the parties.
- 14:05** 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 15 Holidays & Days of Observance

- 15:01** (a) Leave of absence with pay shall be allowed for:

New Year's Day	Labour Day
Good Friday	Truth & Reconciliation Day (Orange Shirt Day)
Easter Monday	Thanksgiving Day
Victoria Day	Indigenous Veterans Day
Christmas Day	Remembrance Day
Indigenous Solidarity Day	Boxing Day
Canda Day	Tribal Holiday
Civic Holiday	Indigenous Justice Day

Any other day as declared by Employer, provided the employee is not absent the day on the preceding or following the holiday unless absence is due to approved leave.

- 15:02** **Falling on Days of Rest**

- (a) When any of the above holidays fall on a Saturday/Sunday and is not proclaimed by Employer 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.

15:03 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. Time off shall be granted, as agreed to by the Employer and 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

15:04 Christmas Break

Employees shall receive a Christmas break of two (2) weeks, without loss of wages, as designated by the Chief and Employer. 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 or be paid one and one-half (1½) hours of regular pay for those who the Employer designates as essential service.

Article 16 Sick Leave and Family Responsibility

- 16:01** Employees shall earn sick leave at the rate of one and one-quarter (1¼) days per month **up to a maximum of two hundred and eight (208) days**. An employee shall be entitled upon retirement to receive a lump sum payment representing fifty percent (50%) of **their** unused accumulated sick leave credits to a maximum of **one hundred and four (104) days** based on the employees' latest salary rate. Retirement date as per pension plan based on their respective departments. An employee shall commence the accumulation

of sick leave after the employee has completed the three (3) month probationary period contemplated in Article 9:01.

- 16:02** For the purpose of Article 16:01, and the calculations of sick leave, the month of employment shall be defined as an accumulated twenty-two (22) days of service, prorated to the nearest one-half ($\frac{1}{2}$) day, shall be defined as one (1) month.
- 16:03** 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.
- 16:04** 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.
- 16:05** An employee may be required to produce a medical certificate after an absence of three (3) consecutive days.
- 16:06** Sick leave shall be defined as, **and used for**, that period of time an employee is absent from work due to an illness or disability, **or where the absence is otherwise approved by the Employer as sick leave.**
- 16:07** At the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accumulated.
- 16:08** 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. At the employer's discretion, 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. The employer's discretion may not be unreasonably withheld.

- 16:09** 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.
- 16:10** The Employer 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 (1/2) 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.
- 16:11** **Employees may use up to five (5) accumulated sick leave days as personal days in each calendar year.**
- 16:12** **Any communicable illness or diseases that may affect the entire community resulting in severe illness up to and including death shall be communicated in a community pandemic plan.**

Symptomatic employees shall be able to utilize sick leave for time away from work without the need for regular medical follow up.

Any asymptomatic individuals will be required to follow the community pandemic plan and shall be able to utilize sick leave if required to be away from work due to the community pandemic plan.

Article 17 Employee Benefits

- 17:01** In the matter of group life, disability, dental and other applicable benefit plans, premiums will be cost shared equally by the Employer and the employees as negotiated.
- 17:02** 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.

- 17:03** 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.
- 17:04** If an employee sustains an injury(s) in the course of their employment duties, which cause the Employee to be absent from work, then the days lost due to the injury shall not be considered part of the employees' sick days and shall not be deducted from their sick day total.
- 17:05** Employees will be expected to fill out a workplace accident/injury report detailing how they were injured and the nature of their injury prior to absence under Article 17:04 being approved. To the extent that the nature of the incident giving rise to the workplace injury makes it impossible or unreasonable for the Employee to fill out the report, the Employer may waive this requirement in its sole discretion.
- 17:06** Subject to Article 17:08, the Employer will provide up to a maximum of three (3) consecutive working days of paid leave for absences arising under Article 17:04 in cases where the workplace injury does not result in an application for disability benefits.
- 17:07** Subject to Article 17:08, where the workplace injury arising under Article 17:04 results in an application for disability benefits, the Employer will provide up to a maximum of three (3) consecutive working days of paid leave to bridge the waiting period for benefits. Where benefits are approved retroactive to the first day of leave, the Employee will be required to reimburse the Employer for the amounts paid to bridge the waiting period, in accordance with the amounts the Employee receives from the benefits provider.
- 17:08** Employees will be expected to provide appropriate and sufficient medical documentation to substantiate the need for absence under this Article. Failure

to provide appropriate and sufficient medical documentation and/or injury report in accordance with Article 17:05, will result in the employee being denied paid leave.

For clarity, in the absence of appropriate and sufficient medical documentation, the employee will still be entitled to unpaid time off, which will not be deducted from their sick day total in accordance with Article 17:04, or the Employee may elect to use sick leave, if available, to be paid for this time. The Employer may waive this requirement for medical documentation in its sole discretion.

Article 18 Leave of Absence

18:01 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 18:01(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 18:01(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 five (5) days of her accumulated sick leave against the Employment Insurance waiting period. An employee who has been granted maternity leave will also be permitted to apply up to an additional five (5) days of her accumulated sick leave:
- (ii) in the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits if the employee does not receive Employment Insurance Parental benefits; or
 - (iii) in the week immediately following the discontinuation of payments of Employment Insurance Parental benefits, if the employee receives Employment Insurance Parental benefits immediately following the discontinuation of Employment Insurance Maternity benefits;
 - (iv) 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.

18:02 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 18:01 shall apply “mutatis mutandis.”

18:03 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 18:03(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 18:03(a) and 18:03(b) is entitled to parental leave without pay for a period of up to sixty-three (63) continuous weeks.
- (d) Subject to Article 18:03(e), parental leave must commence no later than eighteen months after the 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.

18:04 Bereavement Leave

- (a) Employees shall be allowed leave of absence with pay and without loss of seniority and benefits in cases of bereavement for an Immediate Family Member. A maximum of five (5) days must 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 the definition of “Immediate Family Member” as provided for in Article 1:16 applies.
- (b) Bereavement leave of one day without pay shall be granted for persons not defined as an Immediate Family Member if requested by the employee. In such a case, the employee may elect to use accumulated sick leave or accrued vacation to take this time off with pay.
- (c) The Employer may grant leave with pay for employees to attend funeral services in honour of prominent members of the Sandy Bay First Nation and/or the employees’ First Nation or **Indigenous** Organization.

18:05 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 **also** be present when dealing with issues affecting **Indigenous** employees. The employee shall be responsible for arranging for the Elder and any associated costs. **The request of the presence of an Elder shall not unduly delay the discipline or grievance process.**

- (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.

18:06 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 Employer shall make available to the employees covered by this Agreement any educational leave policy, which applies to any of its employees.

18:07 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.

18:08 Leave of Absence without Pay

Leave of absence without pay may be granted up to three (3) days in a year.

18:09 Personal Emergency Leave

- (a) Employees may request up to a maximum of five (5) days of their accrued sick time per fiscal year be designated as personal emergency leave for illness, injury or medical emergencies, or other matters of pressing necessity of the Employee or a family member.

- (b) An employee who wishes to take personal emergency leave shall advise the Employer in advance wherever possible that he or she will be doing so. If, due to the nature of the circumstances giving rise to the leave, it is necessary for the Employee to begin the leave before advising the Employer, the Employee shall advise the Employer of the leave as soon as possible after beginning it.
- (c) The Employer may require an Employee who takes personal emergency leave to provide evidence reasonable in the circumstances that the Employee is entitled to the leave. The cost of such evidence is to be paid by the Employer.
- (d) A request for personal emergency leave shall be denied if the requested day is adjacent to a holiday or vacation day. The Employer reserves the right to deviate from this provision if the circumstances surrounding the request warrant special consideration.
- (e) Personal emergency leave shall not be divided into less than one-half ($\frac{1}{2}$) day units.

18:10 All annual, sick, unpaid and personal leave must be formally requested by the Employee and shall not be unreasonably denied by the Employer. Employees cannot take more leave than they have accrued (except for approved leave without pay). Unapproved absences will be cause for disciplinary measures.

Article 19 Discipline

19:01 An employee shall not be dismissed or otherwise disciplined without just cause. The burden of proof of just cause shall rest with the Employer. 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.

19:02 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.

- 19:03** An employee has the right to peruse his/her own personal file upon written request to his/her supervisor. Such perusal shall be supervised.
- 19:04** 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.
- 19:05** 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.
- 19:06** **Notice of Termination of Employment**
The Union may be notified of issues, which may result in termination, in advance of any termination action.

As of February 1, 2024, employees that have completed at least three (3) consecutive months of continuous employment with the Employer will be entitled to either prior written notice, wages in lieu of notice, or any combination of the two, in accordance with the following formula:

- (a) Two (2) weeks, if the employee has completed at least three (3) consecutive months of continuous employment with the Employer;**
- (b) Three (3) weeks, if the employee has completed at least three consecutive years of continuous employment with the Employer;**
- (c) Four (4) weeks, if the employee has completed at least four consecutive years of continuous employment with the Employer;**
- (d) Five (5) weeks, if the employee has completed at least five consecutive years of continuous employment with the Employer;**

- (e) Six (6) weeks, if the employee has completed at least six consecutive years of continuous employment with the Employer;
- (f) Seven (7) weeks, if the employee has completed at least seven consecutive years of continuous employment with the Employer;
- (g) Eight (8) weeks, if the employee has completed at least eight consecutive years of continuous employment with the Employer.

The Severance Pay provisions under Section 235 of the Canada Labour Code remain in effect.

Upon termination of employment, an Employer must also give the employee a statement outlining their vacation benefits, wages, severance pay and any other benefits and pay arising from their employment as at the date of the statement. There are certain timing requirements that the Employer must follow:

- (a) If the employee is given prior written notice of their termination, the statement must be given to the employee as soon as possible, but no later than two (2) weeks prior to the termination date.
- (b) If the employee is given pay in lieu of notice, the statement must be given to the employee no later than their termination date.
- (c) In rare cases, where a combination of prior written notice and pay in lieu of notice is provided, the statement must be given on the termination date, unless the employee is provided with at least two (2) weeks of prior written notice, in which case the statement must be provided as soon as possible but no later than two (2) weeks prior to the termination date.

19:07 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.

Article 20 Grievances

20:01 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.

20:02 Leave for Grievances

The Employer 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 Article 19:03 and 19:04 hereof.

20:03 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 Article 20:03 and 20:04 may be extended by mutual agreement of the parties.

20:04 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 **department manager** 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 **Executive Director** 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 21 Arbitration

21:01 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.

21:02 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 Employer shall grant leave and expenses, which shall be applicable as follows:
 - (i) If called by the Employer leave without loss of pay and expenses paid by the Employer.
 - (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.

21:03 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.

21:04 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 22 Safety and Health

22:01 The Employer 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 Employer shall be appointed to formulate a disaster plan, an employee assistance policy and a respectful workplace policy shall be recommended to the Employer 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. **When personal vehicles are being used for working purposes they shall be supplied with first aid kits.**
- (e) The Employer shall pay in advance for any immunization or related booster shots required of a bargaining unit member.
- (f) The Employer will provide its Employees with protective gear, gloves, eye protection, overalls, safety vest, hard hats, and appropriate footwear.

22:02 In order to perform their duties in a safe manner, employees shall receive required training as needed. Employees shall attend training when offered, unless authorized by the Employer, and shall keep training and certification up to date in the case of online renewal.

Article 23 Present Conditions and Benefits

23:01 Employer 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.

23:02 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 24 Copies of the Agreement

24:01 The Union shall absorb printing costs of sufficient copies of the Agreement for employees and management personnel.

Article 25 Duration of Agreement

- 25:01** This Agreement shall be binding and remain in effect from April 1, **2023** to March 31, **2027** 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.
- 25:02** Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 25:03** 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.
- 25:04** 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 26 Education

- 26:01** The Employer 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.
- 26:02** 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 27 Pensions and Benefits

27:01 The Employer shall maintain the current pension and benefit plans. Any changes to the current plans are subject to negotiations with the Union.

Article 28 Inclement Weather

28:01 All employees shall make every reasonable effort, consistent with personal safety, to report to work unless otherwise instructed. In the event of Inclement Weather, all employees shall make a good faith effort to report to work on time.

28:02 The decision to close the First Nation's offices due to Inclement Weather will be made by the Employer or designate. Where this decision is made before 8:00 am., employees will be notified that they will not be required to attend work that day unless their position is deemed an essential service. In the event of the First Nation's office closure due to Inclement Weather, the Employer will pay staff at the normal rate for the period involved.

28:03 Employees whose scheduled time off falls on a day that the offices are closed due to Inclement Weather will not be paid or credited with time in lieu as a result.

28:04 Employees shall be allowed up to five (5) days of paid leave (April 1 to March 31) due to Inclement Weather in circumstances where the First Nation's offices are not closed. Further absences due to Inclement Weather beyond the five (5) days will be unpaid, and not be subject to any disciplinary action provided employees notify the Employer in accordance with this Article. In order to be granted leave in accordance with this Article, employees must notify the Employer of their inability to attend work due to Inclement Weather within thirty (30) minutes of the commencement of his/her work day.

28:05 It is recognized that some employees have greater distances to travel (i.e. home to work) than others and may live well outside the Sandy Bay Ojibway First Nation. It is also recognized that Inclement Weather can vary

considerably from one region to another. Accordingly, management may schedule staff in an appropriate manner given regard to safety, travel distance, operational need and employee concerns in order to minimize the effects of Inclement Weather on business operations.

- 28:06** Employees capable of performing their work duties by way of working remotely will be expected to plan accordingly in light of an Inclement Weather forecast so as to enable themselves to work from home in the event of Inclement Weather. An employee working remotely due to Inclement Weather will not be required to take an Inclement Weather day, and will be paid as usual for that day, so long as they are completing their work duties in a reasonable fashion remotely.
- 28:07** Where Inclement Weather conditions change such that an employee who was previously unable to attend work becomes able to attend work, and proceeds to report for work, and works at least half of their regularly scheduled shift, they will be credited back for any Inclement Weather day initially taken in respect of that day, and paid as if they had worked the full day.
- 28:08** **Medical Drivers who are outside of the community when inclement weather occurs and are unable to return to the community shall be compensated at the appropriate wage rate(s) for time spent working.**

Article 29 Professional Development

- 29:01** 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 the Employer 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.

Article 30 Management Rights


- 30:01** The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have among others, the right to provide program service delivery to the community; the right to direct the work of its employees; the right to hire, classify, assign to positions and promote the right to determine job content; the right to demote, discipline, suspend, layoff and discharge for just cause; the right to make, later and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.
- 30:02** In administering the Collective Agreement, the Employer agrees to act reasonably, fairly, in good faith and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.

Article 31 Criminal Charges


- 31:01** All employees will notify the Employer promptly if they are charged with a criminal offense.

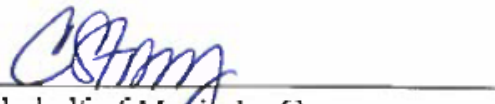
IN WITNESS WHEREOF A representative of Sandy Bay Ojibway First Nation has hereunto set their hand for, and on behalf of, Sandy Bay Ojibway First Nation; and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

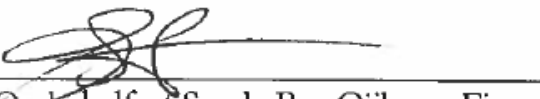
Signed this 27th day of August, 2024.


On behalf of Sandy Bay Ojibway First Nation



On behalf of Manitoba Government and General Employees' Union



On behalf of Sandy Bay Ojibway First Nation


On behalf of Manitoba Government and General Employees' Union


On behalf of Sandy Bay Ojibway First Nation


On behalf of Manitoba Government and General Employees' Union


On behalf of Sandy Bay Ojibway First Nation


On behalf of Manitoba Government and General Employees' Union

Appendix "A": Casual Employees

1:01 Notwithstanding the foregoing, casual employees may be employed for a short duration to replace employees who are absent for any reason.

For casual employees who have been hired and are performing bargaining unit work, the Agreement shall apply effective the start of the biweekly pay period following the attainment of two hundred and forty (240) hours.

1:02 Where employees have been laid off, the department 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; or

(b) in emergency situations

1:03 There is no obligation for the employing authority to offer work to a casual employee or for a casual employee to accept work that is offered.

1:04 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 employing authority. If an employee who has been terminated in accordance with this section is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee's previous casual service for purposes of the two hundred and forty (240) hour period set out in this Article.

1:05 The only provisions of this Agreement which apply to casual employees are as follows:

Article 1 – Definitions

Article 2 – Scope

Article 3 – Union Security

Article 4 – Appointments

Article 5 – Classification Plan

Article 6 – Reclassifications

Article 8 – Pay Administration

Article 10 – Hours of Work and Overtime

10:09 Travel Time for Training

10:10 Overtime

Article 11 – Technological Change

Article 14 – Vacation Leave

Vacation Pay on each pay, but not Leave

Article 15 – Holidays and Days of Observance

15:01 Holiday List

15:02 Falling on Day of Rest

15:03 Working on a Holiday

Article 17 – Employee Benefits

17:01

Article 18 – Leaves of Absence

18:05 Union Business Leave

18:06 Training Development

Article 19 – Discipline

Article 20 – Grievances

Article 21 – Arbitration

Article 22 – Arbitration

Article 23 – Present Conditions and Benefits

Article 24 – Copies of Agreement

Article 25 - Duration of Agreement

Article 26 – Education

Article 28 – Inclement Weather

Article 29 – Professional Development

Article 30 – Management Rights

Article 31 – Criminal Charges

Schedule "A" - Wages

Health Department will have a memo to outline wages that are close to or on par with the RHA (Community and Facility Support Agreements) with retroactivity of those rates of pay and future wage increases.

Nursing staff will continue to be paid as per MNU rates of pay.

MT Drive classification is to be split into MT1 and MT2 classifications. MT2 drivers will be paid an additional 6% of the MT1 rate of pay.

ECE rates of pay to be close to or on par with the provincial recommendations.

Long Service Step – Twenty (20) year employees are eligible for an extra step of 2.5% as long as they have been at the top of their current classification for the previous twelve (12) months. This will occur once ratification occurs and is not eligible for retroactivity (2023/24).

General Wage Increases (2023-2027)

April 1, 2023 – March 31, 2024 3%

April 1, 2024 – March 31, 2025 2%

April 1, 2025 – March 31, 2026 1.5%

April 1, 2026 – March 31, 2027 1.5%

Retroactivity – Sandy Bay staff who are currently working and are eligible shall receive retroactive payments. Staff that have been reassigned since expiration of previous agreement and those who have retired shall also receive retroactivity for the hours worked in the classification they were in.

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.

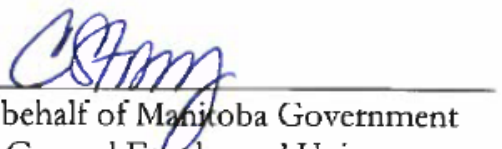
This undertaking by the Union is based solely on the specific circumstances existing at Sandy Bay First Nation and is without prejudice to any like or similar situation currently existing or arising in future.


Signed this 27th day of August, 2024.


On behalf of Sandy Bay Ojibway First Nation



On behalf of Manitoba Government and General Employees' Union



On behalf of Sandy Bay Ojibway First Nation


On behalf of Manitoba Government and General Employees' Union


On behalf of Sandy Bay Ojibway First Nation


On behalf of Manitoba Government and General Employees' Union


On behalf of Sandy Bay Ojibway First Nation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement

between

Sandy Bay Ojibway First Nation

and

Manitoba Government and General Employees' Union


Re: Salary Schedule and Classifications

The parties agree to continue discussions on two items; subsequent to the signing of the 2015-2023 Collective Agreement.

There will be discussion of the salary schedule as attached to the 2013-2015 Agreement, and if it is identified that an employee is not receiving their appropriate salary on the schedule in accordance with their classification and years of service, this will be corrected.

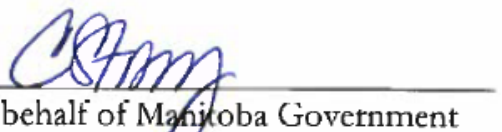
There will be discussion of the classifications as set out in the salary schedule as attached to the 2013-2015 Agreement. If it is identified that an employee's classification is absent from the schedule, it will be added to the salary schedule, along with the salary for that classification. If the parties agree that a classification should be deleted or the description amended, the parties may make those changes to the salary schedules.


Signed this 27th day of August, 2024.


On behalf of Sandy Bay Ojibway First Nation


On behalf of Manitoba Government and General Employees' Union



On behalf of Sandy Bay Ojibway First Nation


On behalf of Manitoba Government and General Employees' Union


On behalf of Sandy Bay Ojibway First Nation


On behalf of Manitoba Government and General Employees' Union

On behalf of Sandy Bay Ojibway First Nation


On behalf of Manitoba Government and General Employees' Union

Salary Schedule

To be updated.