

2008 – 2011

Collective Agreement

Between

Sandy Bay First Nation

and

The Sandy Bay Teachers' Association
of the Manitoba Teacher's Society

CERTIFIED TRUE COPY


SIGNATURE

SERVICE CANADA CENTRE
1016 SASKATCHEWAN AVE. E.
PORTAGE LA PRAIRIE, MB
R1N 3V2

July 17/08
DATE

239-8426
PHONE

ARTICLE I - PRELIMINARY MATTERS

1.01

It is the intent and purpose of the parties to this agreement (hereinafter referred to as the Agreement) to promote and improve the working relations between the Sandy Bay First Nation (hereinafter referred to as the Chief and Council), and the Sandy Bay Teachers' Association (hereinafter referred to as the Association), to recommend and attempt to establish an acceptable salary schedule, to regulate conditions of employment and to provide a basis for both parties to improve the professional and academic services rendered to the children and the Community of Sandy Bay. It is acknowledged by the parties hereto that the Sandy Bay School is an Individual Band Operated School.

The spirit of this section is that the members of the Association will at all times do their best, and with good will, to live up to the best professional spirit for which the Association stands while, on its part, the Chief and Council will do its best, and with good will, to provide the climate to permit members of the Association to operate effectively.

ARTICLE 2 - BARGAINING AGENT

2.01

The Chief and Council recognize the Association as the sole bargaining agent for all the teachers in the employ of the Chief and Council.

ARTICLE 3 - EFFECTIVE PERIOD

3.01

This agreement shall come into force and take effect as of September 1st 2008 and shall remain in full force to August 31st of 2011. Thereafter it shall automatically renew itself from year to year, unless either party gives the other party written notice of a desire to amend this agreement. This notice shall be given no later than March 15th of any school year that such amendment is desired. It is agreed that if notice to amend is given, the parties will confer not later than 30 (thirty) days after receipt to such notice unless some other date is agreed to by both parties.

ARTICLE 4 - CLASSIFICATION

4.01

Educational Qualifications

For the purpose of this agreement, teachers shall be placed on the salary schedule according to the salary classification and verified teaching experience issued by the teacher certification and records Branch of Education Manitoba, except as may be otherwise provided herein. Newly hired teachers who have not produced documentation for certification of years of experience will be held at a rate of 4/1; when documentation is produced, salary will be adjusted to their qualifications and experience to their first day of work.

4.02

Letter of Authority

Teachers teaching on the strength of a Letter of Authority from Manitoba Department of Education, will be paid at one level below that which they would otherwise be entitled to had they been fully certified.

CERTIFIED TRUE COPY

SIGNATURE

RTVMO ADAMAO
SERVICE CANADA CENTRE
1018 BASKATCHEWAN AVE E
PORTAGE LA PRAIRIE, MB
R1N 3V5

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ARTICLE 5 - EXPERIENCE AND COMPENSATION

5.01 Salary Schedule and Grid

5.01 a) The salaries schedule will be as set out in the Public Service Alliance of Canada Teachers' Salary Grid, (Elementary and Secondary Teaching Sub-Group (ED-EST) Annual Rates of Pay, in dollars, Manitoba, 10 month pay plan), as published by them in the 'Agreement between the Treasury Board and The Public Service Alliance of Canada'.

PSAC plus three percent (3%)	in 2008-2009
PSAC plus three percent (3%), plus 3%, (compounded)	in 2009-2010
PSAC plus three percent (3%), plus 3%, plus 3%, (compounded)	in 2010-2011

5.01 b) Salary Schedule (see PSAC and above 5.01 a)

5.02 Method of Salary Payment

5.02 a) Salaries will be paid at the rate of 1/26th of annual contracted salary on or before every second Friday during the school term. When a teacher leaves the employ of the Chief and Council, the balance of money owing will be paid to the teacher on or before the last teaching day in June. Newly hired teachers salary will be paid at a pro-rated rate, commencing after their first day of employment.

5.02 b) Pay Days: See Attached

5.03 a) Previous Teaching Experience

Years of teaching experience to a maximum as stated in 5.01 shall be recognized at the rate of one increment for each year of teaching experience. Experience gained on a Letter of Authority issued by Manitoba Department of Education will be credited for increment purposes. A full year of teaching experience is to be allowed according to Manitoba Department of Education regulations.

5.03 b) Related Experience

Experience related to the duties of teachers shall be recognized according to Manitoba Department of Education regulations.

5.03 c) PENT Program Teacher Graduates

As of September 1, 2000, all PENT Program Teachers, hired on and after this date, shall be paid according to Article 5.01, 5.03 a, and 5.03 b.

5.04 Allowances

5.04 a) Allowances will be as set out in the 'Agreement between the Treasury Board and The Public Service Alliance of Canada' for administrative and supervisory responsibilities.

5.04 b) A Principal shall be paid an allowance for administrative and supervisory responsibilities as calculated on September 1 of each year. The basic, plus the amount for each teacher and paraprofessional supervised** (excluding SETA's) from 1 – 12, and for each teacher and paraprofessional supervised** (excluding SETA's) from 13 or more, as set out in the 'Agreement between the Treasury Board and The Public Service Alliance of Canada' for administrative and supervisory responsibilities. teacher helpers, teacher aids, and any others designated by Chief and Council

5.04 d i) Special Education Co-ordinator, if appointed by the Chief and Council, shall:

- i) have permanent certification,
- ii) have specialty courses and/or related experience, and
- iii) operate under terms of reference as defined by the Principal and the Administrator, as approved by the

Chief and Council.

5.04 d ii) A teacher who is a Special Education Co-ordinator, shall be paid an allowance for administrative and supervisory responsibilities of \$2,040 per annum.

5.05 Allowance to Designated Principal

Teachers who are designed as Principal/ Vice Principal, by the Administrator, shall be paid an allowance of \$50.00 per full day or \$25.00 per half day.

5.06 Anniversary Date for Payment of Increments

The anniversary date for annual increments for teachers shall be the first day of the teaching month that follows the date on which the teacher completes the year of teaching experience as recognized by Manitoba Department of Education.

5.07 Additional Qualifications

Salary increments for additional qualifications will be paid in the month following notification from the teacher certification Branch of Manitoba Department of Education of the change in qualifications. Teachers are responsible for any costs associated with obtaining their records and submitting them to the Chief and Council.

5.08 Professional Development Activities.

5.08 a) Payment will be made to cover the cost of tuition up to a maximum of \$500.00 per year after proof of successful completion; of Chief and Council pre approved academic, professional, or other courses relevant to teaching at Sandy Bay School.

Academic and professional courses, include (but do not exclude other courses): any University Faculty of Education course, or any university or college course within a University Faculty of Education program of study, are pre approved by Chief and Council.

5.08 b) Payment will be made to cover the cost of registration fees, up to a maximum of \$500.00 per year, after presentation of receipt(s), of Chief and Council's pre approved professional development activities.

5.08 c) Teachers who receive money for these costs are expected to remain in the employ of the Chief and Council for a total of one year after the course completion or reimburse the Chief and Council for costs when resigning.

5.09 Extra Curricular Expenses

Teachers who, when recommended by the Principal, and approved by the Chief and Council, incur personal expenses for meals and/or lodging while supervising students outside the boundaries of the reserve shall be reimbursed for all such reasonable expenses upon production of receipts for expenses incurred. The Chief and Council recognizes that extra curricular duties are voluntary and done without remuneration other than the above expenses.

5.10 Salary Protection

No teacher now on staff shall suffer a reduction in salary by reason of the adoption of this agreement, but shall remain at the same salary until his or her rate of pay is in agreement with the schedule. This shall not apply to any insurance where an accounting or administrative error is made after two years.

5.11 Teacher Appreciation

A teacher appreciation presentation of two hundred dollars (\$200.00) shall be give to each teacher (employed for more than 99 days as of the last day of that school year). This presentation shall be for the reimbursement of miscellaneous expenses incurred over the school year (expense vouches and receipts are not required).

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6 - WORK PERIODS

6.01 Work Day

The school day will be 5 (five) hours and 30 (thirty) minutes, not including the mid day intermission (lunch period).

The teachers' work day shall be from 10 minutes prior to the opening of the school day, to the close of the school day.

For teachers on bus supervision duty, the teachers' work day shall be from 20 minutes prior to the opening of the school day, to when the students are either transported from the school grounds or safely placed in the care of an appropriate authority. Supervisory duties will be provided by teachers and other staff on a rotational basis. In the event of an early school day closing, the teacher's work day will end at that school day's closing time.

6.02 School Year

The school year shall be as set out by the Manitoba Department of Education. Teachers shall work two additional days prior to the Labour Day start in order to prepare their environment. Students shall commence their school year after the Labour Day weekend. The teachers' work year shall be the school year.

The next school year calendar will be planned and stated in writing to the staff and community prior to the end of each school year. The next school year calendar will be administrated by a committee of equal representation from the Association and the Chief and Council. The teachers' work year will be calibrated and reported to Teacher Certification and Records and will reflect the requirements of Manitoba Department of Education.

6.03 School Holidays

School holidays will be all official holidays as provided in the Educational Administration Act and regulations, the Remembrance Day Act and other such holidays as are designated by the Chief and Council.

6.04 Preparation Time

Within the instructional day the Chief and Council shall provide a minimum of two hundred and eighty (280) minutes of preparation time for each full time teacher per 6 day cycle, excluding recess and the mid day intermission (lunch). Preparation time shall be scheduled in blocks of not less than thirty (30) minutes. Part time teachers shall be provided preparation time on a pro rata basis based on their percentage of contract.

Preparation time may be scheduled in blocks of twenty five (25) minutes, when the total preparation time per 6 day cycle exceeds the minimum time requirement by a mutually agreed upon amount. Such scheduled preparation periods shall be included into the calculation of total preparation time.

Preparation time in the nursery-kindergarten teaching area shall be a minimum of 180 (one hundred eighty) minutes per 6 day cycle. Nursery-kindergarten scheduling shall facilitate one 30 (thirty) minute preparation period per day. The teachers' work day shall be from 10 (ten) minutes prior to the opening of the nursery-kindergarten instructional day, to the close of the nursery-kindergarten instructional day. Bus supervisory duty shall be provided by the teachers in only their teaching area; bus supervisory duty shall be part of their instructional obligations.

6.05 Professional Development

Ten of 200 days are Professional Development and Administration days.

The next school year calendar of Professional Development days will be administrated by a committee of equal representation from the Association and the Chief and Council. That a committee of four (4) be established by May 30 of each year and consist of two of: Principal(s), and or designate(s) and two (2) teacher representatives chosen by the Association. That this committee establish dates for Administration/ Professional Development Days; plan and organize Professional Development Days, and create the next year's School Calendar.

6.06 Staff Meetings

Staff meetings must be called a minimum of twenty four (24) hours in advance. No Staff Meeting shall extend beyond 3:15 p.m.. The school day, for students, will be shortened to accommodate an appropriate amount of time for the meeting.

Emergency and Special Staff Meetings may be called without advanced notice, to deal with urgent matters affecting the operation of the school. If possible, no Emergency staff meeting shall extend beyond 3:15 p.m.; if possible, the school day, for students, will be shortened to accommodate the staff meeting.

6.07 Mid day Intermission

An uninterrupted lunch period (mid day intermission) of 45 minutes shall be provided to each teacher between the hours of 11:00 a.m. and 2:00 p.m.

The uninterrupted lunch period (mid day intermission) shall be 30 minutes on shortened days with unacceptable outdoor conditions.

An uninterrupted lunch period (mid day intermission) of less than 45 minutes may be provided to a teacher(s), between the hours of 11:00 a.m. and 2:00 p.m., when the reduced time is scheduled into that day's preparation time. Such preparation periods shall be understood as containing a lunch component; the lunch component shall not be included into the calculation of total preparation time.

6.08 a) Incidental and Early Closures

This agreement recognizes the authority of the Chief and Council to act in the place of the Minister of Education for the province of Manitoba in regards to the approval of Incidental School Closures.

Such closures may include:

- road conditions affecting school and or private transportation equipment;
- local customs, local traditions, and local activities;
- closures for respect;
- death in the community;
- weather conditions, both existing and predicted;
- inability of teaching personnel to report for duty, which might result in inadequate supervision of students;
- actual occurrence or imminent possibility of any emergency condition which would make the operation of the school difficult or dangerous;
- a day is declared a special day or First Nations Holiday,
- unacceptable outdoor conditions.

6.08 b) On days with unacceptable outdoor conditions, the mid day intermission and recesses will be indoors, and the school will close at 2:30 p.m. The mid day intermission may be shortened. Although not all students and staff are directly affected by indoor recess/ lunch, this agreement recognizes the general level of stress the entire school population (students and staff) experiences on such days. Staff meetings and other activities will not be planned for this time.

6.08 c) Chief and Council will inform the community that the school will close early.

ARTICLE 7 - LEAVE

7.01 Leave of Absence

The Chief and Council may grant any teacher who so requests a one year leave of absence without pay for reasons acceptable to the Chief and Council.

A teacher who is on such leave shall be considered to be still on staff and such leave shall not constitute a break in employment. The teacher may continue to pay his/her share of the pension plan and other premiums for benefits, if he/she so desires.

Any teacher returning to staff after a leave of absence will not be guaranteed the same position held prior to the leave of absence and must be prepared to accept any placement on staff for which he/she is qualified.

Should the teacher decide not to return, the teacher must give the Chief and Council notice as of April 30th of the year of the leave. No increment will be earned for a leave of absence.

7.02 Sick/ Medical Leave

7.02 a) A teacher shall have Sick/ medical leave credits at the rate of fifteen (15) days per year to a maximum of 208 (two hundred eight) days.

A teacher may use sick/ medical leave days for his/ her own self or his/ her family (spouse, child, parent, brother, sister), for recuperation and convalescence, medical/ dental/ health appointments, and other reasons pertaining to health.

7.02 b) A teacher/teacher's estate shall be entitled upon death or retirement to receive a lump sum payment representing 50% of the unused accumulated Sick/ medical leave credits to a maximum of 208 (two hundred eight) days and based upon the teacher's latest salary rate in effect. A teacher shall be entitled to receive payment if he/she attained age 55 and retires.

7.02 c) Any extension of this Sick/ medical leave will be at the sole discretion of the Chief and Council.

At the discretion of the Chief and Council unless otherwise dispensed with by the Chief and Council, a medical certificate from a duly qualified medical practitioner certifying that the teacher was sick during the period of absence shall be required after absences of three consecutive sick days.

7.02 d) An annual summary of accumulated Sick/ medical days will be provided by the Chief and Council to the Association on behalf of its members at the beginning of each calendar year.

7.02 e) If an employee sustains an injury(s) in the course of his/ her employment duties, which cause the employee to be absent from work, then the days lost shall not be considered part of the employee's sick days total and will not be deducted from his/ her sick day total.

An employee benefiting from this article shall relinquish his/ her rights to take legal action against the employer for loss of pay or other benefits ceded by the employer.

7.03 Personal Leave

A teacher shall be granted a minimum of one (1) day leave with pay per school year.

7.04 Parental Leave

Every teacher shall be entitled to maternity and parental leave. Except as otherwise provided herein, the provisions of Manitoba Employment Standards Act will apply. The teacher and the Chief and Council may mutually agree to extend the length of the leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Chief and Council.

7.04 a) A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety-five (95%) of the salary being received at the time leave was taken, this pay to include any benefits received from Employment Insurance pursuant to a Supplementary Unemployment Benefits Plan. The implementation of this clause is subject to the successful arrangement of a Supplementary Unemployment Benefits Plan with the Canada Employment and Immigration Commission.

7.04 b) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefits Plan will consist of the following:

- i.) For the first two weeks, payment is equivalent to ninety-five (95%) percent of her gross salary,
- and
- ii) Up to fifteen (15) additional weeks payment equivalent to the difference between the Unemployment Insurance benefits the employee is eligible to receive and ninety-five (95%) percent of her gross salary.

7.04 c) A teacher taking parental leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of 95% of the salary being received at the time the leave was taken, this pay to include any benefits received from Unemployment Insurance pursuant to Supplementary Unemployment Benefits Plan. The implementation of this clause is subject to the successful arrangement of a Supplementary Unemployment Insurance Benefits Plan with the Canada Employment and Immigration Commission.

7.04 d) In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefits Plan will consist of the following:

Where the female parent is taking the leave,

- i) Up to ten (10) weeks payment equivalent to the difference between the Unemployment Insurance benefits the employee is eligible to receive and ninety-five (95%) percent of her gross salary.

Where the male parent is taking leave,

- ii) For the first two (2) weeks, payment equivalent to the difference between the Unemployment insurance benefits the employee is eligible to receive and ninety-five (95%) percent of his gross salary.

7.04 e i) A teachers is expected to remain in the employ of the Chief and Council for a total of eighteen (18) months after her return to work, or be indebted to the Chief and Council for the full amount of the maternity and parental allowance she has received.

7.04 e ii) Should the teacher fail to return to work, for reasons other than death, lay-off, termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in 7.04 e i), having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Chief and Council for the full amount of the maternity and parental allowance she has received.

7.05 Bereavement and Compassionate Leave

Each teacher shall be allowed bereavement and compassionate leave according to the following terms:

- 7.05 a) In the event of the death or serious illness (as diagnosed by a medical doctor and confirmed to the Chief and Council by way of medical certificate if so requested) of a teacher's, or a teacher's spouse's,; spouse, child, parent, brother, sister, grandparent, grandchild, step parent, step child, mother- in-law, and father-in-law, at five (5) days on each occasion
- 7.05 b) In the event of the death of a teacher' s, or teacher' s spouse's,; aunt. uncle, niece, nephew, brother -in- law, sister -in-law, the day of the funeral.
- 7.05 c) An additional day will be given when traveling time is required.
- 7.05 d) The Chief and Council may grant additional leave, with or without pay, for the above or other related causes at its discretion.

7.06 Leave for Written Examinations

Leave for the purpose of writing University or College examinations will be granted for one day on the day the examination is to take place, without loss of salary. Failure to write exams on the day requested for leave will result in a deduction of salary at the rate of 1/200 th for the full day. Additional leave may be granted with or without salary at the discretion of the Chief and Council.

7.07 Leave of Absence for Executive Duties

A teacher. being a member of the Association Executive or a member of the Executive Committee of the Manitoba Teachers' Society and being authorized by the executive Committee of the Society to attend a meeting of the committee of which he/she is a member or to act as a representative or delegate, shall be excused from teaching duties for either purpose or both purposes for not more than five (5) days per school year, provided that a substitute satisfactory to the chief and Council can be secured and the cost of providing such a substitute is assumed by the Society. A maximum of twenty-five (25) days in total may be taken for the purposes mentioned above during any school year by members of the Association executive, Absence from teaching duties to attend negotiations, conciliation, or arbitration meetings shall not be deducted from the above mentioned days. No additional leave of absence beyond twenty-five (25) days during a school year shall be taken for the purposes mentioned above, except with the consent and approval of the Chief and Council. Wherever possible, the teacher shall notify the principal, at least ten (10) working days prior to taking such leave.

7.08 Jury and Witness Duty

A teacher called upon to serve as a juror or witness shall be granted leave without any deduction in salary. Any Monies received from the courts (other than for food, travel or lodging) shall be assigned to the Chief and Council.

[Signature]

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ARTICLE 8 - PROFESSIONAL FEES

8.01 Fee Deductions

8.01 a) All teachers under contract to the Sandy Bay First Nation, who receive the benefits of this Collective Agreement shall be required to pay fees to the Manitoba Teachers' Society and the Sandy Bay Teachers' Association. Fees shall be deducted at source at a rate of one-twentieth (1/20th) of the annual membership fee as set by the Manitoba Teachers' Society at the end of the month.

8.01 b) Sandy Bay Teachers' Association fee shall be deducted as directed from the Association Executive. Cheques will be forwarded to the Association within ten working days.

ARTICLE 9 - INSURANCE PLANS

9.01 Group Life and Disability Insurance

The Sandy Bay Teachers' Association will engage in a Group Life and Disability Insurance Plan, which shall be subject to the approval of both the Association and the Chief and Council. Each teacher engaged after the implementation shall be required, as a condition of employment, to participate. The Chief and Council will pay one-half of the premiums.

9.02 Employment Insurance Premiums Reduction

The Association agrees that any rebates applied for as a result of a reduction in Employment Insurance premiums be allocated as follows:

- .5 (one half) to the Association
- .5 (one half) to the Chief and Council

ARTICLE 10 - PENSION PLAN

10.01 Group Pension Plan

All teachers in the employ of the Sandy Bay First Nation shall be required to participate in the recognized Pension Plan(s). The contribution by the teacher for both the Canada Pension Plan and the Teachers' Pension Plan will total 7.6% and the Chief and Council's contribution will be 7.6%.

ARTICLE 11 - JOB SECURITY

11.01 Complaints Against Teachers

Every effort shall be made to resolve complaints at the school level.

If, a complaint is made against a teacher, then, the complainant shall be advised to first, address the complaint directly with the teacher. If the complaint cannot be resolved, then, a written and signed letter by the complainant may be sent to the Chief and Council.

The Chief and Council may either dismiss the complaint or give the teacher (and/ or his/her representative), the opportunity to present his/her case within one (1) month.

If, the complaints are found to be without basis or the matter is satisfactorily resolved, then, no documents pertaining to a complaint shall be entered into the personnel file of the teacher. If, documentation is entered into the personnel file, then, the teacher shall be given the opportunity to attach a written response.

The teacher shall have the right to a representative present at any point in the complaint process. All complaints and all related documentation shall be removed from the personnel file after three (3) school years from the date of the complaint.

11.02 Resignation and Termination of Permanent Teachers

A teacher's employment may be terminated by one of the following methods:

11.02 a i) by mutual consent of the teacher and the Chief and Council,

11.02 a ii) by written notice, given by the teacher, to Chief and Council of at least thirty (30) days prior to the 31st of December.

11.02 a iii) by written notice, given by the teacher, to Chief and Council of at least thirty (30) days prior to the end of the school year.

11.02 a iv) by written notice, given by the teacher, to Chief and Council, of thirty (30) days notice with payment (or arrangements to make payment) of three thousand dollars (\$3000.00).

11.02 b) Subject to Article 11.04, no teacher shall be dismissed during the annual terms of his/her contract except for just cause.

11.02 c) Where an agreement between the teacher and the Chief and Council is terminated by the Chief and Council due to just cause, the teacher receiving the notice of the termination may within seven (7) teaching days of the receipt thereof request the Chief and Council terminating the agreement to give reasons for the termination in which case, the Chief and Council terminating the agreement shall within seven (7) teaching days from the date of the receipt of the request comply therewith and where the Chief and Council terminates the agreement of a teacher who has been employed by the Chief and Council other than under a term contract for more than one full school year, Article 12, Grievance Procedure shall apply.

11.02 d) Where a teacher enters an agreement with the Chief and Council and the teacher willfully neglects or refuses to comply with the terms of the agreement, the teacher is liable to have a complaint made by the Chief and Council to the Minister of Education with a copy provided to the teacher involved and a copy to the Sandy Bay Teachers' Association.

11.03 Later Probation

In accordance with the Performance and Improvement Review Policy 534, June 17, 1994, of the Sandy Bay Education Foundation Policy Handbook, a teacher whose work is consistently unsatisfactory may, at the discretion of the Chief and Council, be placed on later probation for a period of at least one year. The Chief and Council may initiate such action after having received consistently unsatisfactory reports in which the teacher's rating has fallen below a satisfactory level. While on later probation, the teacher may be given additional assistance and supervision in an effort to improve teacher performance. Subsequent to notifying the teacher, the Association shall be informed in writing of the change in status. The Association shall then appoint a person with expertise in the area to work with the Evaluator to review the case and make recommendations concerning the rehabilitation of the teacher. After a period of time agreed upon by the teacher and the evaluation team, the above team may make recommendations to the Chief and Council of either restoration to permanent status or termination of the contract. Any teacher being placed on later probation may waive the right to the formation of an evaluation team provided herein, and when the teacher does so waive, no such team shall be formed. It must be documented in the personnel file the result of later probation and whether or not the teacher is returned to permanent status,

11.04 Lay-Off

11.04 a) In the event of cut-back or lay-off of staff, Chief and Council will give first consideration to the retaining of teachers having the greatest length of teaching service with the Chief and Council .

11.04 b) Formal notification of lay-off will include information that the action is not deemed as resulting from any evaluation of the individual's competence.

11.04 c) The teachers laid-off will be offered employment in an inverse sequence in which they were laid-off by the Chief and Council. provided such persons meet the necessary job requirements.

11.04 d) Severance pay under lay-off shall be paid to teachers, who elect not to retain recall status, at the rate of 5% of their gross annual salary for each year of service with the Chief and Council . Teachers shall have three years after lay-off to apply for severance pay. Should they opt for the severance before three years have passed, they will relinquish their lay-off status.

11.04 e) The Chief and Council shall publish a seniority list by October 15th.

11.04 f) The Chief and Council shall meet with the executive of the Association to discuss the lay-off and shall provide the President of the Association with a list of teachers to be laid off by April 15th.

11.04 g) Notice of any lay-off shall be given to the teachers no later than the 1st of May.

11.04 h) Each teacher shall be permitted a period of ten (10) working days after the posting of the seniority list to protest in writing to Chief and Council any alleged omissions or incorrect listings, but such protest shall be confined to errors or changes occurring subsequent to the posting of any previous seniority list. In the event that a teacher does not file a written protest with the Chief and Council within the time stipulated, his/her placement on the seniority list shall be deemed correct.

11.05 Hiring of Staff

11.05 a) Chief and Council reserves the right to hire teachers either on a full time or a part time permanent basis, or on a full time or a part time term basis where the contract expires on an agreed upon date.

11.05 b) A term teacher is probationary, and may, or may not have his/her term contract renewed. Teachers employed on a term contract may be terminated upon the provision to the teacher of one month's notice or one month's pay in lieu of notice. A Teachers employed on a term contract may terminate their contract with one month's notice.

11.05 c) No teacher shall be hired on a term for a period or periods exceeding three (3) years. A teacher who has been employed on a term contract for three (3) school year shall upon employment on the next successive school year be assigned a permanent contract and shall be deemed to have been continuously employed on a permanent contract since the commencement of his/ her duties. For purposes of this article, a school year shall be deemed to be 200 school days, pro-rated for part time teachers.

11.05 d) A teacher on a term contract shall be provided all the rights and benefits included in this agreement, other than those rights and benefits contained in Article 11.02, 11.03, and 11.04 hereof.

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ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 a) Where there is a difference between the parties, or persons bound by the agreement or on whose behalf it was entered into, concerning its content, meaning, application or violation, the aggrieved party Shall, within thirty five (35) teaching days from the date on which the grievor became aware of the event giving rise to the dispute or alleged violation, notify the other party in writing of the desire to have the difference negotiated. If the dispute or alleged violation is not settled between the parties the matter shall, upon written request of either party, be submitted to an arbitrator or an Arbitration Board as herein prescribed.
- 12.01 b) The notice of the difference shall be submitted to the Chief and Council and shall contain a summary of the facts which gave rise to the grievance and the name(s) of the employee(s) immediately involved. The notice of grievance shall reference the clause(s) of the Policy Handbook on which the grievance is based and outline the required corrective measure.
- 12.01 c) If a party to the Collective Agreement claims that the time limit imposed under the Collective Agreement has not been complied with, the parties shall proceed to appoint an Arbitration Board and, if the Arbitration Board is satisfied that the irregularity with respect to the time limit has not prejudiced the parties to the Arbitration and will not affect the merits of the matter submitted to the Arbitration Board, it may on application of any party to the arbitration, declare that the irregularity does not affect the validity of the decision of the Arbitration Board; and the declaration is binding on the parties to the Arbitration and on any person affected by the decision of the Arbitration Board.
- 12.01 d) Within ten (10) teaching days of the delivery of the written request to settle the difference by arbitration, each party shall nominate one (1) member ready, willing and able to sit on the Arbitration Board, and the Two (2) members so selected shall, within a further period of ten (10) teaching days, nominate a chairperson ready, willing and able to serve in the capacity of the chairperson of the Arbitration Board. In the event of failure of the two (2) first mentioned members of the Board to agree upon the selection of the chairperson the matter shall be referred by them to the Chief Justice of the Province of Manitoba who shall choose the Chairperson.
- 12.01 e) PROVIDED THAT: If the Chief and Council and the Association, after delivery of the written request to settle the grievance by arbitration, and before the expiration of the ten (10) teaching days period prescribed for the selection by a single and named arbitrator, the arbitrator so selected shall have the like authority as the arbitration board to make a final settlement of the difference, and shall act in the place and stead of the Arbitration Board.
- 12.01 f) If the parties elect to follow the procedure entailing the appointment of an Arbitration Board, then, in the event that any vacancy on the board occurring by reason of death, incapacity, or resignation, or for any other reason, such vacancy shall be filled in the same manner as provided herein for the establishment of the board in the first instance.
- 12.01 g) PROVIDED THAT: if the parties elect to utilize the alternative procedure therein provided, namely, the joint selection of a single arbitrator, and if that arbitrator should resign or die before completing the performance of the duties, the parties shall revert with respect to the dispute concerned, to their respective positions as of the date on which the written request to arbitrate the dispute was delivered.
- 12.01 h) The board of arbitration shall enter upon its duties within ten (10) days after the appointment of the chairperson, unless otherwise mutually agreed upon by the parties, and shall render its decision as soon thereafter as possible. If the dispute is referred to a single arbitrator, the arbitrator shall enter upon the duties undertaken within ten (10) days after the appointment, unless otherwise mutually agreed by the parties, and shall render a decision as soon thereafter as possible.

12.01 i) The decision of the Arbitration Board (or the single arbitrator when the alternative procedure has been invoked) shall be limited to the dispute or question contained in the statement or statements submitted by the parties, and the decision shall not change, and to, carry or disregard any provision of this agreement.

12.01 j) Decisions by the majority of the members of the Arbitration Board (or the decision of the single arbitrator) made under the authority of this arbitration clause, shall be final and binding upon the parties of this Collective Agreement and all persons upon whom the Collective Agreement is binding.

12.01 k) If an Arbitration Board is appointed under the authority of this arbitration clause, the expenses, if any, of the members of the Arbitration Board shall be paid as follows:

12.01 k i) The Association shall pay the fees and expenses of the member chosen by it.

12.01 k ii) The Chief and Council shall pay the fees and expenses of the member chosen by it.

12.01 k iii) The fees and expenses of the chairperson shall be divided equally between the Association and the Chief and Council.

12.01 l) Any change or alteration of or addition to or substitution for any of the terms of this agreement shall be made by negotiation between Chief and Council and the Association.

ARTICLE 13 - AMENDMENT OF AGREEMENT

13.01 This agreement may only be amended upon the written agreement of the parties to such amendment. Written notice of intent to amend this agreement by either party will be given by registered mail. The amended agreement will come into effect as of the date that is signed on behalf of both parties.

ARTICLE 14

14.01 Time and all respect shall be of the essence. This agreement shall be binding upon and ensure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

Dated at Sandy Bay Reserve this day of June, 25 2008;

Signed and agreed upon by the Sandy Bay First Nation Chief and Council, and The Sandy Bay Teachers Association of the Manitoba Teachers' Society (SBTA):

CERTIFIED TRUE COPY



Johnny P. Spence, Chief


SIGNATURE

Russell Beaulieu, Councillor

SERVICE CANADA CENTRE
1016 SASKATCHEWAN AVE. E.
PORTAGE LA PRAIRIE, MB
R1N 3V2



Thomas Richard, Councillor

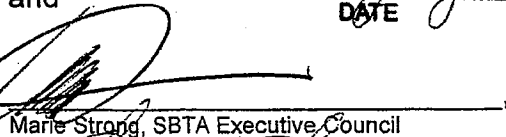
Angus Starr, Councillor

July 17/08
DATE 239-8406
PHONE

and



Raymond Beaulieu, Councillor



Marie Strong, SBTA Executive Council



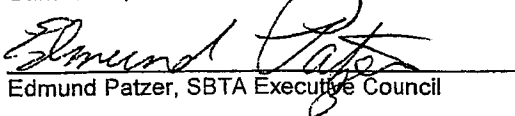
Phillip Lapointe, SBTA Executive Council



Carla Starr, SBTA Executive Council



Sheldon Strocen, SBTA Executive Council



Edmund Patzer, SBTA Executive Council

SBTA Pay Scale 2008 - 2011

	2006-2008	2008-2009	2009 2010	2010-2011
Level 4				
0 (1st year)	\$42,039	\$44,961	\$47,004	\$49,140
1 (2nd year)	\$44,126	\$47,193	\$49,337	\$51,580
2 (3rd year)	\$46,220	\$49,432	\$51,679	\$54,028
3 (4th year)	\$48,314	\$51,672	\$54,020	\$56,475
4 (5th year)	\$50,405	\$53,908	\$56,358	\$58,920
5 (6th year)	\$52,506	\$56,155	\$58,707	\$61,375
6 (7th year)	\$54,588	\$58,382	\$61,035	\$63,809
7 (8th year)	\$56,681	\$60,620	\$63,375	\$66,256
8 (9th year)	\$58,778	\$62,863	\$65,720	\$68,707
9 (10th year)	\$60,866	\$65,096	\$68,055	\$71,148
Level 5				
0 (1st year)	\$44,760	\$47,871	\$50,046	\$52,321
1 (2nd year)	\$46,856	\$50,112	\$52,390	\$54,771
2 (3rd year)	\$48,956	\$52,358	\$54,738	\$57,226
3 (4th year)	\$51,051	\$54,599	\$57,080	\$59,675
4 (5th year)	\$53,149	\$56,843	\$59,426	\$62,127
5 (6th year)	\$55,242	\$59,081	\$61,766	\$64,574
6 (7th year)	\$57,336	\$61,321	\$64,108	\$67,021
7 (8th year)	\$59,432	\$63,562	\$66,451	\$69,471
8 (9th year)	\$61,530	\$65,806	\$68,797	\$71,924
9 (10th year)	\$63,636	\$68,058	\$71,152	\$74,386
Level 6				
0 (1st year)	\$47,165	\$50,443	\$52,735	\$55,132
1 (2nd year)	\$49,414	\$52,848	\$55,250	\$57,761
2 (3rd year)	\$51,659	\$55,249	\$57,760	\$60,385
3 (4th year)	\$53,906	\$57,652	\$60,273	\$63,012
4 (5th year)	\$56,154	\$60,056	\$62,786	\$65,640
5 (6th year)	\$58,396	\$62,454	\$65,293	\$68,260
6 (7th year)	\$60,651	\$64,866	\$67,814	\$70,896
7 (8th year)	\$62,896	\$67,267	\$70,324	\$73,521
8 (9th year)	\$65,147	\$69,674	\$72,841	\$76,152
9 (10th year)	\$67,388	\$72,071	\$75,347	\$78,771

Pay Periods 2000 - 2012

	2006 - 2007	2007 - 2008	2008 - 2009
1	September 01, 2006	August 31, 2007	August 29, 2008
2	September 15, 2006	September 14, 2007	September 12, 2008
3	September 29, 2006	September 28, 2007	September 26, 2008
4	October 13, 2006	October 12, 2007	October 10, 2008
5	October 27, 2006	October 26, 2007	October 24, 2008
6	November 10, 2006	November 09, 2007	November 07, 2008
7	November 24, 2006	November 23, 2007	November 21, 2008
8	December 08, 2006	December 07, 2007	December 05, 2008
9	December 22, 2006	December 21, 2007	December 19, 2008
10	January 05, 2007	January 04, 2008	January 02, 2009
11	January 19, 2007	January 18, 2008	January 16, 2009
12	February 02, 2007	February 01, 2008	January 30, 2009
13	February 16, 2007	February 15, 2008	February 13, 2009
14	March 02, 2007	February 29, 2008	February 27, 2009
15	March 16, 2007	March 14, 2008	March 13, 2009
16	March 30, 2007	March 28, 2008	March 27, 2009
17	April 13, 2007	April 11, 2008	April 10, 2009
18	April 27, 2007	April 25, 2008	April 24, 2009
19	May 11, 2007	May 09, 2008	May 08, 2009
20	May 25, 2007	May 23, 2008	May 22, 2009
21	June 08, 2007	June 06, 2008	June 05, 2009
22	June 22, 2007	June 20, 2008	June 19, 2009
23	July 06, 2007	July 04, 2008	July 03, 2009
24	July 20, 2007	July 18, 2008	July 17, 2009
25	August 03, 2007	August 01, 2008	July 31, 2009
26	August 17, 2007	August 15, 2008	August 14, 2009
	2009 - 2010	2010 - 2011	2011 - 2012
1	August 28, 2009	August 27, 2010	August 26, 2011
2	September 11, 2009	September 10, 2010	September 09, 2011
3	September 25, 2009	September 24, 2010	September 23, 2011
4	October 09, 2009	October 08, 2010	October 07, 2011
5	October 23, 2009	October 22, 2010	October 21, 2011
6	November 06, 2009	November 05, 2010	November 04, 2011
7	November 20, 2009	November 19, 2010	November 18, 2011
8	December 04, 2009	December 03, 2010	December 02, 2011
9	December 18, 2009	December 17, 2010	December 16, 2011
10	January 01, 2010	December 31, 2010	December 30, 2011
11	January 15, 2010	January 14, 2011	January 13, 2012
12	January 29, 2010	January 28, 2011	January 27, 2012
13	February 12, 2010	February 11, 2011	February 10, 2012
14	February 26, 2010	February 25, 2011	February 24, 2012
15	March 12, 2010	March 11, 2011	March 09, 2012
16	March 26, 2010	March 25, 2011	March 23, 2012
17	April 09, 2010	April 08, 2011	April 06, 2012
18	April 23, 2010	April 22, 2011	April 20, 2012
19	May 07, 2010	May 06, 2011	May 04, 2012
20	May 21, 2010	May 20, 2011	May 18, 2012
21	June 04, 2010	June 03, 2011	June 01, 2012
22	June 18, 2010	June 17, 2011	June 15, 2012
23	July 02, 2010	July 01, 2011	June 29, 2012
24	July 16, 2010	July 15, 2011	July 13, 2012
25	July 30, 2010	July 29, 2011	July 27, 2012
26	August 13, 2010	August 12, 2011	August 10, 2012