

2022 – 2023

Collective Agreement

between

Sandy Bay Ojibway First Nation

and

Sandy Bay Teachers' Association

of

The Manitoba Teachers' Society

ARTICLE 1 - PURPOSE

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 Ojibway First Nation (hereinafter referred to as the Employer), 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.

The spirit of this section is that the members of the Association shall 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 Employer shall 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 Employer recognizes the Association as the sole bargaining agent for all the teachers in the employ of the Sandy Bay Ojibway First Nation.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01

The Association recognizes and acknowledges management rights. This agreement in no way restricts the power and authority of the Band and Council in its capacity as an agent of Sandy Bay Ojibway First Nation, except to the extent specifically provided for in this agreement and applicable legislation.

ARTICLE 4 - EFFECTIVE PERIOD

4.01

This agreement shall come into force and take effect as of September 1, 2022 and shall remain in full force to August 31, 2023. 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 shall confer not later than 30 (thirty) days after receipt to such notice unless some other date is agreed to by both parties.

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 shall be given by registered mail. The amended agreement shall come into effect as of the date that is signed on behalf of both parties.

ARTICLE 5 - CLASSIFICATION

5.01 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 Professional Certification and Student Records Unit of Manitoba Education and Early Childhood Learning. Newly hired teachers who have not produced documentation for certification of years of experience shall be held at a rate of 4/1; when documentation is produced, salary shall be adjusted to their qualifications and experience to their first day of work.

5.02 Letter of Authority

Teachers teaching on the strength of a Letter of Authority from Manitoba Education and Early Childhood Learning shall be paid at one level below that which they would otherwise be entitled to had they been fully certified.

ARTICLE 6 - EXPERIENCE AND COMPENSATION

6.01 Salary Schedule and Grid

6.01 a) Increases to the 2021-2022 salary grid and all other salaries and allowances as follows:

2022-2023: COLA*

COLA to be determined as follows: In January of 2023, or as soon as possible thereafter, when the 12-month (January to December 2022) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1st, 2022.

6.01 b) Salary Schedule (see attached)

6.02 Method of Salary Payment

6.02 a) Salaries shall 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 Sandy Bay Ojibway First Nation, the balance of money owing shall be paid to the teacher on or before the last teaching day in June. Newly hired teachers' salary shall be paid at a pro-rated rate, commencing after their first day of employment.

6.02 b) Pay Dates (see attached)

6.03 a) Previous Teaching Experience

Years of teaching experience, to a maximum of ten (10), 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 Education and Early Childhood Learning shall be credited for increment purposes. A full year of teaching experience is to be allowed according to Manitoba Education and Early Childhood Learning regulations.

6.03 b) Related Experience

Experience related to the duties of teachers shall be recognized according to Manitoba Education and Early Childhood Learning regulations.

6.04 Administrative Allowances

6.04 a) A Principal, regardless of additional assignments, shall be paid an administrative allowance of **\$716.05** bi-weekly.

6.04 b) Vice Principals shall be paid an administrative allowance of 50% of Principal's allowance.

6.04 c) i) Special Education Co-ordinator, if appointed by the Employer, shall:

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

6.04 c) ii) A teacher who is a Special Education Co-ordinator shall be paid an allowance for administrative and supervisory responsibilities of **\$2,247** per annum.

6.05 Allowance to Designated Principal

Teachers who are designated as Principal/ Vice Principal by the Administrator shall be paid an allowance of **\$55.10** per full day or **\$27.55** per half day.

6.06 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 Education and Early Childhood Learning.

6.07 Additional Qualifications

Salary increments for additional qualifications shall be paid in the month following notification from the Professional Certification and Student Records Unit of Manitoba Education and Early Childhood Learning of the change in qualifications. Teachers are responsible for any costs associated with obtaining their records and submitting them to the Employer.

6.08 Substitute Teachers

Non certified/non qualified (not holding a valid Manitoba Teaching Certificate) substitute teachers shall be paid at the daily rate of (6.5 hours @ Manitoba minimum wage).

Level 1, 2, and 3 certified qualified (holding a Manitoba Teaching Certificate) substitute teacher shall be paid at a daily rate of **\$110.16**.

Level 4 and over certified qualified (holding a Manitoba Teaching Certificate) substitute teachers shall be paid at a daily rate of **\$165.25**.

A certified qualified substitute filling for the same teacher for a period of at least four (4) consecutive teaching days shall be paid at the rate under the current salary schedule in accordance with his/her qualifications and experience, on the fifth day and beyond, retroactive to the first day of employment in that assignment.

Inservice days, professional development days, administration days and/or other days in which the employer has declared the school closed and the substitute is not required to teach shall not constitute a break in consecutive teaching days.

6.09 Professional Development Activities

6.09 a) Payment shall be made to cover the cost of tuition up to a maximum of \$500.00 per year after proof of successful completion; if the Employer pre-approved academic, professional or other courses relevant to teaching at Isaac Beaulieu Memorial 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, as pre-approved by Employer.

6.09 b) Payment shall be made to cover the cost of registration fees, up to a maximum of \$500.00 per year, after presentation of receipt(s), of the Employer's pre-approved professional development activities.

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

6.10 Extra Curricular Expenses

Teachers who, when recommended by the Principal, and approved by the Employer, 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 Employer recognizes that extra curricular duties are voluntary and done without remuneration other than the above expenses.

6.11 Errors or Omissions

6.11 a) Salaries

In the event that the Employer mistakenly pays a teacher more salary than is provided for in this agreement, or made insufficient deductions, the Employer, upon discovering the error, shall provide proof to the teacher, and a mutually agreed repayment schedule shall be initiated; however, in no event shall the Employer be entitled to collect back beyond 2 calendar years.

6.11 b) Where the Employer has mistakenly paid a teacher less salary than is provided for in this agreement, or has failed to pay any premiums or contributions to teacher insurance or pension plans under this collective agreement, the 2 year limitation shall not apply. In that case, the teacher shall be compensated fully for all monies not properly paid.

ARTICLE 7 - WORK PERIODS

7.01 a) School Year

The school year shall be as set out by Manitoba Education and Early Childhood Learning. 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 shall be planned and stated in writing to the staff and community prior to the end of each school year. The next school year calendar shall be administered by the Employer in consultation with the Association. The teachers' work year shall be calibrated and reported to Professional Certification and Student Records Unit of Manitoba Education and Early Childhood Learning and shall reflect the requirements of Manitoba Education and Early Childhood Learning.

7.01 b) School Holidays

School holidays shall be all official holidays as provided in the Employment Standards Code, Education Administration Act and Regulations, the Remembrance Day Act and other such holidays as are designated by the Employer.

7.01 c) Professional Development

Ten days shall be Professional Development and Administration days.

The next school year calendar of Professional Development days shall be administered by the Employer in consultation with the Association.

7.01 d) Staff Meetings

A schedule of monthly meetings shall be set within the first three weeks of school. An agenda shall be circulated at least 24 hours before the meeting. Members may suggest agenda items to the principal. Every effort will be made to conclude the staff

meeting by 3:15 p.m. but no meeting shall go later than three-thirty. The school day, for students, shall be shortened to accommodate an appropriate amount of time for the meeting.

Emergency and special staff meetings may be called without advance notice, to deal with urgent matters affecting the operation of the school. It is understood that emergency and special staff meetings may extend beyond 3:15 p.m., but every effort will be made to conclude by 3:30 p.m.; if possible, the school day, for students, shall be shortened to accommodate the emergency staff meeting.

7.02 a) Work Day

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

The teachers' work day shall be from ten (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 twenty (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 shall be provided by teachers and other staff on a rotational basis. In the event of an early school day closing, the teachers' work day shall end at that school day's closing time.

7.02 b) Preparation Time

Within the instructional day the Employer 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.

7.02 c) 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.

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.

7.03 a) Incidental and Early Closures

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

Such closures may include, but are not limited to:

- 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 declared as a special day or First Nations Holiday;
- unacceptable outdoor conditions.

7.03 b) On days with unacceptable outdoor conditions, the mid day intermission and recesses shall be indoors, and the school shall close at 2:30 p.m. The mid day intermission may be shortened to thirty (30) minutes. 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 shall not be planned for this time.

7.03 c) The Employer shall inform the community that the school shall close early.

ARTICLE 8 - LEAVE

8.01 Leave of Absence

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

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 shall 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 Employer notice as of April 30th of the year of the leave. No increment shall be earned for a leave of absence.

8.02 Sick/Medical Leave

8.02 a) A teacher shall have sick/medical leave credits at the rate of twenty (20) days per year to a maximum of two hundred eight (208) 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.

8.02 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 two hundred eight (208) 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.

8.02 c) Any extension of this sick/medical leave shall be at the sole discretion of the Employer.

At the discretion of the Employer, unless otherwise dispensed with by the Employer, 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.

For greater clarity, upon the third consecutive sick day, the employer may ask for a medical certificate.

8.02 d) An annual summary of accumulated sick/medical days shall be provided by the Employer to the Association on behalf of its members at the beginning of each calendar year.

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

8.03 Personal Leave

A teacher shall be granted a minimum of two (2) days leave with pay per school year.

8.04 Parental Leave

Every teacher shall be entitled to maternity and parental leave. Except as otherwise provided herein, the provisions of Manitoba Employment Standards Code shall apply. The teacher and the Employer 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 Employer.

8.04 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 Human Resources Development Canada.

8.04 b) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefits Plan shall 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.

8.04 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 Human Resources Development Canada.

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

- i) Where the female parent is taking the leave,
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.
- ii) Where the male parent is taking leave,
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.

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

8.04 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 8.04 e) i), or having become disabled; she shall be indebted to the Employer for the full amount of the maternity and parental allowance she has received.

8.05 Bereavement and Compassionate Leave

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

8.05 a) In the event of the death or serious illness (as diagnosed by a medical doctor and confirmed to the Employer by way of medical certificate if so requested) of a teacher's spouse, child, parent, brother, sister, grandparent, grandchild, step parent, step child, mother-in-law, and father-in-law; or a teacher's spouse's child, parent, brother, sister, grandparent, grandchild, step parent, step child, mother-in-law, father-in-law, daughter-in-law and son-in-law, at five (5) days on each occasion.

8.05 b) In the event of the death of a teacher's aunt, uncle, niece, nephew, brother-in-law, sister-in-law or the teacher's spouse's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, the day of the funeral.

8.05 c) An additional day shall be given when travelling time is required.

8.05 d) The Employer may grant additional leave, with or without pay, for the above or other related causes at its discretion.

8.06 Personal Emergency Leave

Definitions: "Family member" is defined as the teacher'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 or a relative of the employee who is dependent on the employee for care or assistance.

"Urgent matter" - an event that is unplanned or out of the employee's control, and raises the possibility of serious negative consequences, including emotional harm, if not responded to.

8.06 a) A teacher 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 urgent matters of the teacher or a teacher's family member.

8.0.6 b) A teacher who wishes to take personal emergency leave shall advise the Employer in advance wherever possible that he or she shall be doing so. If, due to the nature of the circumstances giving rise to the leave, it is necessary for the teacher to begin the leave before advising the Employer, the teacher shall advise the Employer of the leave as soon as possible after beginning it.

8.06 c) The Employer may require a teacher who takes personal emergency leave to provide evidence reasonable in the circumstances that the teacher is entitled to the leave.

8.06 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.

8.06 e) Personal emergency leave shall not be divided into less than one-half (1/2) day units.

8.07 Leave for Written Examinations

Leave for the purpose of writing University or College examinations shall 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 shall result in a deduction of salary at the daily rate for the full day. Additional leave may be granted with or without salary at the discretion of the Employer.

8.08 Leave of Absence for Executive Duties

8.08 a) 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 of the Society in a matter of Society business requiring absence from school, shall be excused from teaching duties for either purpose or both purposes for not more than a total of five (5) teaching days per school year, provided that a substitute satisfactory to the Employer can be secured. The maximum total leave for executive duties shall not exceed twenty-five (25) days in any school year.

8.08 b) Additional leave of absence of up to five (5) teaching days in the school year shall be granted to members of the negotiating committee of the Association to attend negotiations, conciliation or arbitration meetings, provided that a substitute satisfactory to the Employer can be secured. Absence from teaching duties to attend negotiations, conciliation, or arbitration meetings shall not be deducted from the twenty-five (25) days maximum.

8.08 c) The cost of providing the substitute teacher shall be assumed by the Society and shall not be a charge upon the Employer.

8.08 d) If additional days during a school year are required for the purposes mentioned above, consent and approval of the Employer must first be obtained.

8.08 e) Wherever possible, the teacher shall notify the principal, at least ten (10) working days prior to taking such leave.

8.09 Jury and Witness Duty

A teacher called upon to serve as a juror or witness shall, upon presentation of a subpoena or summons to the employer, 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 Employer.

ARTICLE 9 - PROFESSIONAL FEES

9.01 Fee Deductions

9.01 a) All teachers under contract to the Employer 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-twenty sixth (1/26th) of the annual membership fee as set by The Manitoba Teachers' Society. Fees shall be remitted to The Manitoba Teachers' Society the date the deductions are made.

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

ARTICLE 10 - INSURANCE PLANS

10.01 Group Life and Disability Insurance

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

10.02 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 Employer

ARTICLE 11 - PENSION PLAN

11.01 Group Pension Plan

All teachers in the employ of the Sandy Bay Ojibway First Nation shall be required to participate in the recognized Pension Plan(s). The contribution by the teacher into the Teachers' Pension Plan shall be **8%** and the employer's shall be **8%**.

ARTICLE 12 - COMPLAINTS AGAINST TEACHERS

12.01

- (i) Every effort shall be made to resolve complaints at the school level.
- (ii) 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 Employer.
- (iii) The Employer 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.
- (iv) 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.
- (v) 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, provided no further complaints, determined to be founded by the Employer, have been made.

ARTICLE 13 - RESIGNATION AND TERMINATION OF PERMANENT TEACHERS

13.01 Resignation

- 13.01 a) (i) by written notice, given by the teacher, to the Employer of at least thirty (30) days prior to the 31st of December.
- 13.01 a) (ii) by written notice, given by the teacher, to the Employer of at least thirty (30) days prior to the end of the school year.
- 13.01 a) (iii) by written notice, given by the teacher, to the Employer, of thirty (30) days' notice with payment (or arrangements to make payment) of three thousand dollars (\$3000.00).

13.02 Termination

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

- 13.02 a) (i) By mutual consent of the teacher and the Employer.
- 13.02 a) (ii) Subject to Article 15, no teacher shall be dismissed during the annual terms of his/her contract except for just cause.

13.02 a) (iii) Where an agreement between the teacher and the Employer is terminated by the Employer due to just cause, the teacher receiving the notice of the termination may within seven (7) teaching days of the receipt thereof request the Employer terminating the agreement to give reasons for the termination in which case the Employer terminating the agreement shall within seven (7) teaching days from the date of the receipt of the request comply therewith and where the Employer terminates the agreement of a teacher who has been employed by the Employer other than under a term contract for more than one full school year, Article 19 Grievance Procedure shall apply.

13.02 a) (iv) Where a teacher enters an agreement with the Employer 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 Employer to the Minister of Education and Training with a copy provided to the teacher involved and a copy to the Sandy Bay Teachers' Association.

ARTICLE 14 – TEACHER EVALUATION

14.01 The evaluation of teachers shall be conducted in a fair and reasonable manner and in good faith.

14.02 Teachers who are designated as Principal or Vice-principal shall be evaluated in their first year of appointment and every three years thereafter.

ARTICLE 15 – LAY-OFF OF PERMANENT TEACHERS

15.01 a) In the event of cut-back or lay-off of staff, the Employer shall follow the Seniority list.

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

15.01 c) The teachers laid off shall be offered employment in an inverse sequence in which they were laid-off by the Employer provided such persons meet the necessary job requirements.

15.01 d) Severance pay under lay-off shall be paid to teachers, who elect not to retain recall status, at the rate of 3% of their gross annual salary for each year of service with the Employer. Teachers shall have one year from the date they were notified of layoff to apply for severance pay. Should they opt for the severance, they shall relinquish their lay-off status.

15.01 e) The Employer shall publish a seniority list by October 15th.

15.01 f) The Employer 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.

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

15.01 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 the Employer 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 Employer within the time stipulated, his/her placement on the seniority list shall be deemed correct.

ARTICLE 16 – POSTING OF POSITIONS INTERNALLY

16.01 The Employer shall post, in the school, a notice of each new position and each vacancy to be filled by teachers/administrators who would come under this agreement at least 10 teaching days before the position or vacancy is to be filled. Concurrently, a copy of such notice shall be sent to the Association. For greater clarity, a vacancy shall mean a position where the incumbent has retired, resigned or been assigned to other duties or terminated and where the Employer has determined that the position is to be filled.

16.02 When more than one teacher applies for a vacant position, and the teachers have the necessary training, academic qualifications and experience to fill the position, preference shall be given to the teacher having the greater seniority in accordance with the lay-off article.

ARTICLE 17 - HIRING OF STAFF

17.01 a) The Employer 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.

17.01 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 teacher employed on a term contract may terminate their contract with one month's notice.

17.01 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 years 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.

17.01 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 13 and Article 15.

ARTICLE 18 – ABORIGINAL EMPLOYMENT PREFERENCE

18.01 The parties recognize the value to clients and the Employer in having First Nations employees provide services to First Nations families. Therefore, if two (2) or more applicants for a vacancy or job posting possess relatively equal skill, ability, experience and qualifications, then consistent with Article 15 – Lay-off of Permanent Teachers and other applicable provisions of The Canadian Human Rights Act, the Employer may, from among those applicants, select a candidate who is First Nations.

ARTICLE 19 - CONSULTATION

19.01 The parties shall, at the request of either party, meet at least once every two months for the purpose of discussing issues relating to the workplace which affect the parties hereto or any employee bound hereby.

ARTICLE 20 - RIGHT TO REPRESENTATION

20.01 An employee has the right to union representation at any meeting that may lead to any form of disciplinary action.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 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.

21.01 b) The notice of the difference shall be submitted to the Employer 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.

21.01 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 shall 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.

21.01 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.

21.01 e) If, after delivery of the written request to settle the grievance by arbitration, and before either party names its nominee to sit on the Arbitration Board, the parties agree to refer the matter to a single arbitrator, they shall appoint an arbitrator to hear and determine the dispute. 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.

21.01 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.

21.01 g) 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.

21.01 h) The Arbitration Board 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.

21.01 i) The Arbitration Board (or the single arbitrator when the alternative procedure has been invoked) shall confine him/herself to the grievance submitted for arbitration and shall have no authority to determine any other issues not so submitted. The Arbitration Board or arbitrator shall have no power to add to, subtract from, modify or amend the provisions or terms of this agreement.

21.01 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.

21.01 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:

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

21.01 k) ii) The Employer shall pay the fees and expenses of the member chosen by it.

21.01 k) iii) The fees and expenses of the chairperson shall be divided equally between the Association and the Employer.

21.01 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 the Employer and the Association.

21.01 m) Part VII of The Labour Relations Act applies, with necessary changes, to the arbitration of collective bargaining disputes between the parties.

ARTICLE 22 - ARBITRATION OF COLLECTIVE BARGAINING DISPUTES

22.01 The Employer and the Association each recognize that the Isaac Beaulieu Memorial School, as an Individual Band Operated School, is not subject to the Public Schools Act of Manitoba. As such, the Association has the right to strike and the Employer has the right to lockout, subject to the provisions of the Labour Relations Act of Manitoba.

Notwithstanding the foregoing, the Parties wish to incorporate into the Collective Agreement provisions which will apply in the event that they are unable to conclude a renewed or revised collective agreement by way of collective bargaining, which preclude a strike and/or a lockout, and provide a mechanism for the conclusion of a renewed or revised collective agreement.

As such, the Parties hereby incorporate by reference into this Collective Agreement, with such modifications as are necessary, all sections contained in Part VIII of the Public Schools Act of Manitoba C.C.S.M. c. P250.

In accordance with section 82 of the Labour Relations Act of Manitoba, this provision will only be included in a renewed or revised collective agreement if both parties expressly agree.

ARTICLE 23

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


Signed and agreed upon by the Sandy Bay Ojibway First Nation Chief and Council and the Sandy Bay Teachers' Association of The Manitoba Teachers' Society on the 15th day of November, 2022.



Trevor Prince, Chief, Sandy Bay Ojibway First Nation



Michael Dumas, Councillor




Jason Starr, Councillor




Randal Roulette, Councillor



Phillip Lapointe, Co-President, SBTA



Carla Starr, Co-President SBTA



Sheldon Strocen, SBTA Executive

6.01 b) Salary Schedule

	2021-22	3.3% increase		
Year	Level 3	Level 4	Level 5	Level 6
1	\$ 48,993	\$ 60,477	\$ 64,394	\$ 67,854
2	\$ 50,964	\$ 63,483	\$ 67,409	\$ 71,089
3	\$ 52,950	\$ 66,495	\$ 70,430	\$ 74,318
4	\$ 54,937	\$ 69,506	\$ 73,444	\$ 77,550
5	\$ 56,923	\$ 72,515	\$ 76,462	\$ 80,786
6	\$ 58,911	\$ 75,536	\$ 79,474	\$ 84,010
7	\$ 60,909	\$ 78,532	\$ 82,484	\$ 87,254
8	\$ 62,900	\$ 81,544	\$ 85,500	\$ 90,485
9	\$ 64,872	\$ 84,561	\$ 88,521	\$ 93,722
10	\$ -	\$ 87,566	\$ 91,551	\$ 96,948

2022-2023: COLA

COLA to be determined as follows: In January of 2023, or as soon as possible thereafter, when the 12-month (January to December 2022) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1st, 2022.

6.02 b) Pay Dates

2022-2023

1	September 16, 2022
2	September 30, 2022
3	October 14, 2022
4	October 28, 2022
5	November 10, 2022
6	November 25, 2022
7	December 9, 2022
8	December 23, 2022
9	January 6, 2023
10	January 20, 2023
11	February 3, 2023
12	February 17, 2023
13	March 3, 2023
14	March 17, 2023
15	April 1, 2023
16	April 14, 2023
17	April 28, 2023
18	May 12, 2023
19	May 26, 2023
20	June 9, 2023
21	June 23, 2023
22	July 7, 2023
23	July 21, 2023
24	August 4, 2023
25	August 18, 2023
26	August 31, 2023